



AGENDA
City Council Meeting
City Hall Council Chambers - Webster City, Iowa
August 21, 2023 – 6:00 p.m.

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

Meeting ID 893 9946 7790

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
- b. Donation presentation from Scot Ely, Trustee of the D.M. McLaughlin Revocable Trust

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 August 7, 2023.
- b. [RESOLUTION](#) on [PAYROLL](#) for the period ending August 12, 2023 and paid on August 18, 2023.
- c. [RESOLUTION](#) on [BILLS](#) Approve [FUND LIST](#)
- d. City Manager [REPORTS](#) June-Electric, July 2023
- e. Police Department [REPORT](#) July 2023.
- f. Fire Department [REPORT](#) July 2023.
- g. Recommend approval for issuance of Beer & Liquor Licenses by the Iowa Department of Commerce for the following:
 - Class C Retail Alcohol License and Outdoor Service, Seneca Street Saloon, 919 Seneca Street
- h. Council Committee Reports
- i. Other reports and recommendations

City Council Agenda August 21, 2023

3. GENERAL AGENDA

6:05 PUBLIC HEARING

a. Public Hearing to Amend the FY 24 Budget

[COUNCIL MEMORANDUM](#) [RESOLUTION](#) adopting Budget Amendment #1 for Fiscal Year ending June 30, 2024. [NOTICE](#)

b. [COUNCIL MEMORANDUM](#) [REQUEST](#) from St. Thomas Aquinas Parish for Street closing-Des Moines Street between Bank and Water streets for a Car Show to be held Saturday, October 7, 2023 from 11:00 a.m. to 3:00 p.m. (closure from 10:00 a.m. to 3:00 p.m.)

c. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) setting time and place for a Public Hearing on Proposal to Amend the Code of Ordinances of the City of Webster City, Iowa, 2019, by adding Section 50-120 entitled Solar Energy Systems to Chapter 50, Article III, Division 3, for the purpose of regulating the placement and use of Solar Energy Systems in the City's Zoning Districts. (September 5 6:05 p.m.) [NOTICE](#) [ORDINANCE](#)
[DRAFT P&Z MINUTES](#)

d. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) approving a Memorandum of Understanding between the Iowa Department of Revenue and the City of Webster City, Iowa for participation in the State Setoff Program.
[RECEIPT SUMMARY](#) [MOU](#)

e. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) supporting the installation of Art In Public Spaces in Downtown with a Financial Contribution and authorizing the Mayor to sign a Letter of Support for Arts R Alive's Grant Application to the Rural Enrichment Grant Administered by Iowa Economic Development Authority. [FLYER](#)

f. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Mayor to Sign and Execute Oxbow Restoration Agreement with the Nature Conservancy for the Oxbow Restoration Project at Brewer Creek Park.
[MAP](#) [AGREEMENT](#) [IMAGES](#) [TOOLKIT](#) [DRAFT P&Z MINUTES](#)

g. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the City Manager to continue negotiations with Webster City Custom Meats to finalize a Wastewater Services Agreement and authorizing the Mayor to sign and execute a Wastewater Services Agreement when finalized and authorizing the City Manager to provide Letters of Support to Webster City Custom Meats as they pursue State and Federal Incentive Programs.
[AGREEMENT](#)

h. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) transferring cash to provide funding for certain projects, repay internal loans, reconcile funds and TIF entries.

4. CLOSED SESSION

Meet in Closed Session to evaluate the performance of the City Manager, which is necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session, as provided by Chapter 21.5 i 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 August 7, 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 August 7, 2023, upon call of the Mayor and the advance agenda. The meeting was called to order by Mayor John Hawkins and roll being called there were present in Council Chambers Mayor John Hawkins and the following Council Members: Abbie Hansen, Megan McFarland, Matt McKinney and Logan Welch.

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

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

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

Mayor John Hawkins led the Pledge of Allegiance.

PETITIONS – COMMUNICATIONS – REQUESTS

None brought forth.

PUBLIC INFORMATION

Mayor Hawkins gave a Proclamation for National Rail Safety Week to be observed September 18th to 24th.

MINUTES AND CLAIMS

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

- a. That the meeting minutes of July 14 and July 17, 2023 be approved.
- b. That Resolution No. 2023-136 approving payroll for the period ending July 15, 2023 and paid on July 21, 2023 in the amount of \$215,944.81 be passed and adopted.
- c. That Resolution No. 2023-137 approving payroll for the period ending July 29, 2023 and paid on August 4, 2023 in the amount of \$214,399.27 be passed and adopted.
- d. That Resolution No. 2023-138 approving bills paid in the amount of \$1,728,619.92 be passed and adopted and the Fund List be approved.
- e. That the issuance of Beer & Liquor Licenses by the Iowa Department of Commerce be recommended for the following:
Amendment for Additional Outdoor Service Area for Fundraiser for the Angel Tree Program on August 26th, 2023, American Tap, 526 2nd Street. (Parking Lot off First Street, behind American Tap)
Renewal of Special Class C Retail Alcohol License (BW), Leon's Pizza, Inc., 643 Second Street
- f. Council Committee Reports – None brought forth.
- g. Other reports and recommendations – None brought forth.

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

GENERAL AGENDA

- a. It was moved by Hansen and seconded by McFarland that Request from American Tap to close the 500 Block First Street Parking Lot (not the overnight parking) for a Fundraiser for the Angel Tree Program from Friday late afternoon, August 25 to Sunday, August 27, 2023 at 12 Noon be approved.

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

Karyl Bonjour, City Clerk, informed Council that the City Departments and Committee for the event have been working together to finalize plans for the fundraiser.

- b. It was moved by McKinney and seconded by Hansen that Resolution No. 2023-139 Accepting and Executing Easement with Reveiz Family Allowing the City to Bore Underground Electric Services to 529 Willow Street be passed and adopted.

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

c. It was moved by Welch and seconded by McKinney that August 21, 2023 at 6:05 p.m. in Council Chambers at City Hall, Webster City, Iowa be set for a Public Hearing to Amend the FY24 Budget.

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

Dodie Wolfram, Finance Director, explained the reason for the amendments to Council.

d. It was moved by Welch and seconded by McFarland that Resolution No. 2023-140 accepting work and authorizing Payment of \$43,972.77 to Woodruff Construction for Concrete Panel Replacement along the Boone River Trail be passed and adopted.

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

Derrick Drube, Right-of-Way Inspector/Construction Coordinator spoke to Council on the completion of the Project and authorization of payment.

e. It was moved by Hansen and seconded by McFarland that Resolution No. 2023-141 authorizing the Street Department Supervisor to request Proposals for the Replacement of Two Storm Sewer Outflow Pipes with River Bank Stabilization and authorizing the City Manager to proceed with the Lowest Responsible Bidder in the amount not to exceed \$50,000 be passed and adopted.

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

Zach Williams, Assistant Street Department Supervisor, provided specifics on the replacement of the pipes and stabilization.

f. **Direction to City Staff on Splash Pad Project.** Biridiana Bishop, Assistant City Manager, provided a background of the proposed project which included funding sources, location, type of splash pad, benefits, financing and estimated ongoing expenses to be incurred. Jerry Kloberdanz, as a concerned resident, shared questions with Council that he had been asked by other community members in regard to the process being used for the splash pad, concerns over cost when City is also financing a new Wastewater Treatment Facility, hours of operation, and if the splash pad would be supervised, were among some of the inquiries. The deadline of August 15th, 2023 to apply for an Enhance Iowa CAT Grant to help fund this project is rapidly approaching and City Staff is asking for direction whether to proceed. After much discussion, consensus of Council was to direct Staff as follows: 1. Continue to move forward with the Splash Pad Project; 2. Issue Request for Proposals to purchase materials *after* Enhance Iowa Grant decision; 3. Engage and kick off a Community Fundraising Campaign to help support the project; and 4. Dedication of funding for long term operations of splash pad should be paid with Hotel/Motel Tax Funds if possible.

g. It was moved by McFarland and seconded by Hansen that Resolution No. 2023-142 authorizing the Assistant City Manager to apply for the Enhance Iowa Community Attraction and Tourism Grant and Committing Local Funds, (65%) be passed and adopted.

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

h. It was moved by Welch and seconded by McKinney that Resolution No. 2023-143 setting September 5, 2023 at 6:05 p.m. in Council Chambers in City Hall, Webster City, Iowa for a Public Hearing on proposed Plans and Specifications and Proposed Form of Contract and Estimate of Cost for Construction of the 2023 Sanitary Sewer Rehabilitation Project be passed and adopted.

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

i. It was moved by Welch and seconded by McFarland that Resolution No. 2023-144 authorizing the Mayor to sign and execute Agreement with Allender Butzke Engineering, Inc. for Professional Engineering Services associated with Reisner Substation be passed and adopted.

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

Assistant City Manager Bishop provided details of the agreement.

j. It was moved by McKinney and seconded by Hansen that Resolution No. 2023-145 authorizing acquisition of Land through use of Eminent Domain be passed and adopted.

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

Assistant City Manager Bishop informed Council that this will authorize Ahlers and Cooney to submit the formal application for this acquisition.

OTHER ITEMS SENT TO COUNCIL

a. The City Attorney Report/Update of August 2, 2023 was previously given to Council for review.

CLOSED SESSIONS

It was moved by Welch and seconded by Hansen that Council meet in Closed Session for the following:

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 .

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

Council went out of Open Session at 7:12 p.m.

A five-minute recess was taken by Council.

Council went into Closed Session at 7:19 p.m.

Council returned to Open Session at 7:51 p.m.

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

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

The August 7, 2023 Regular City Council Meeting stood adjourned at 7:52 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 August 12, 2023 and paid on August 18, 2023 aggregating the sum of \$212,649.75 herewith presented, be and the same is hereby approved.

Passed and adopted this 21st day of August, 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
20035	BISHOP, BIRIDIANA	4,230.60	80.00	.00	.00	.00	.00	.00	125.00	.00	2,765.96
60722	CHELESVIG, BETH A.	3,244.80	80.00	.00	.00	.00	.00	.00	.00	.00	2,153.60
61245	DINSDALE, ASHLEY J.	1,941.62	80.00	.00	.00	.00	.00	.00	.00	.00	1,323.45
20020	ORTIZ-HERNANDEZ, DANIEL	5,371.00	80.00	.00	.00	.00	.00	.00	175.00	.00	2,798.76
60003	SMITH, ELIZABETH A.	2,283.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,555.61
Total CITY MANAGER:											
5		17,071.22	400.00	.00	.00	.00	.00	.00	300.00	.00	10,597.38
30980	STRONER, BRIAN M.	2,934.40	80.00	.00	.00	.00	.00	.00	.00	.00	2,085.91
Total ENVIRONMENTAL/SAFETY:											
1		2,934.40	80.00	.00	.00	.00	.00	.00	.00	.00	2,085.91
61164	BONJOUR, KARYL K.	2,335.19	80.00	.00	.00	.00	.00	.00	.00	.00	1,549.34
61238	HAGLUND, DENISE D.	1,733.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,205.10
61243	HESLEY, EMILY M.	1,894.42	80.00	.00	.00	.00	.00	.00	.00	.00	1,269.51
61241	JOHNSON, LAURA A.	1,603.19	80.00	.00	.00	.00	.00	.00	.00	.00	1,004.70
61190	NERLAND, DEDRA R.	2,220.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,520.73
61163	PEVESTORF, ELIZABETH J.	2,095.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,466.52
30329	WOLFGAM, DOREEN A.	3,244.00	80.00	.00	.00	.00	.00	.00	.00	.00	2,307.84
Total FINANCE OFFICE:											
7		15,125.60	560.00	.00	.00	.00	.00	.00	.00	.00	10,323.74
40857	DOOLITTLE, KENDALL J.	60.00	.00	.00	.00	.00	.00	60.00	.00	51.68	.00
41263	ESTLUND, JEROMY J.	2,661.10	115.00	.00	.00	.00	.00	.00	.00	.00	1,935.19
41300	FOX, JEFFREY A.	202.50	13.50	.00	.00	.00	.00	.00	.00	.00	174.42
40971	HAYES, BRANDON W.	2,617.44	112.00	.00	.00	.00	.00	.00	.00	.00	1,904.93
41445	HAYES, HARRISON W.	360.00	24.00	.00	.00	.00	.00	.00	.00	310.10	.00
40031	HOLST, RONALD W	80.00	.00	.00	.00	.00	.00	80.00	.00	68.91	.00
41192	JESSEN, PHILLIP N.	1,042.50	63.50	.00	.00	.00	.00	90.00	.00	772.36	.00
41460	LEHMAN, MICHEAL L.	60.00	.00	.00	.00	.00	.00	60.00	.00	.00	45.41
41200	MADSEN, TODD M	44.00	.00	.00	.00	.00	.00	44.00	.00	.00	37.90
41515	SCHWERING, DREW M.	80.00	.00	.00	.00	.00	.00	80.00	.00	.00	73.88
41219	SOWLE JR., ANDREW W.	2,597.28	112.00	.00	.00	.00	.00	.00	.00	.00	1,581.34
41485	STALEY, AMANDA L.	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	18.47
41400	STANSFIELD, CHARLES T.	3,208.00	80.00	.00	.00	.00	.00	.00	.00	.00	2,284.07
41029	STEWART, EARL L	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	36.94
41088	TOLLE, PAUL A.	88.00	.00	.00	.00	.00	.00	88.00	.00	75.80	.00
41216	WEINSCHENK, KENRIC J	66.00	.00	.00	.00	.00	.00	66.00	.00	.00	60.95
41213	WILLIAMS, ZACHARY W.	22.00	.00	.00	.00	.00	.00	22.00	.00	.00	18.95
40815	WILLS, DON H.	60.00	.00	.00	.00	.00	.00	60.00	.00	55.41	.00
41270	ZEHNER, DONALD F.	66.00	.00	.00	.00	.00	.00	66.00	.00	.00	60.95
Total FIRE DEPARTMENT:											
19		13,374.82	520.00	.00	.00	.00	.00	776.00	.00	1,334.26	8,233.40
61240	WINTER, KIRBY L.	4,089.61	80.00	.00	.00	.00	.00	.00	20.00	.00	2,861.50
Total INFORMATION SYSTEMS:											
1		4,089.61	80.00	.00	.00	.00	.00	.00	20.00	.00	2,861.50
61257	BINDERT, NICHOLAS J.	2,080.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,554.65

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-01 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-01 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-01 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt
Total INSPECTION:											
		1	2,080.00	80.00	.00	.00	.00	.00	.00	.00	1,554.65
31210	BARNES, DERRICK S.	3,507.97	85.50	.00	327.94	.00	.00	.00	.00	.00	2,413.50
31185	CASEY, DANA R.	3,370.40	80.00	.00	.00	.00	.00	.00	.00	.00	2,258.13
31190	DAYTON, BRYAN K.	3,344.00	80.00	.00	.00	.00	.00	.00	.00	.00	2,280.82
30678	DICKINSON, ADAM L.	4,389.44	88.00	.00	.00	.00	.00	.00	.00	.00	3,012.42
31230	MC COLLOUGH, DOUGLAS J.	3,344.00	80.00	.00	.00	.00	.00	.00	.00	.00	2,344.61
31184	MOURTON, RUSSELL E.	3,498.46	82.00	.00	126.45	.00	.00	.00	.00	.00	2,036.72
31240	NEWMAN, BRADY N.	2,389.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,756.63
31186	ORTON, RYAN D.	6,109.57	116.50	.00	2,482.37	.00	.00	.00	.00	.00	4,035.24
30918	PARKHILL, MARTY E.	4,120.47	87.00	.00	478.07	.00	.00	.00	.00	.00	2,853.62
Total LINE DEPARTMENT:											
		9	34,073.91	779.00	.00	3,414.83	.00	.00	.00	.00	22,991.69
30976	MADSEN, TODD M.	2,010.85	84.75	.00	164.45	.00	.00	.00	.00	.00	1,468.61
31188	PASCHKE, RODNEY A.	1,780.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,200.27
Total METER DEPARTMENT:											
		2	3,791.65	164.75	.00	164.45	.00	.00	.00	.00	2,668.88
61250	BERTRAN, ARIEL L.	2,694.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,888.05
Total PLANNING/ZONING:											
		1	2,694.40	80.00	.00	.00	.00	.00	.00	.00	1,888.05
41169	CLARK, TERRI L.	1,963.41	92.00	.00	114.61	.00	305.60	.00	.00	.00	1,474.81
41480	DILLEY, JEAN M.	2,451.60	104.00	.00	485.52	.00	323.68	.00	.00	.00	1,672.83
41543	GAFKJEN, MADISON N.	1,528.02	80.00	.00	.00	.00	.00	.00	.00	.00	1,234.04
41390	NOWELL, TANNER J.	2,216.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,595.64
41475	RUSH, DEBORAH G.	1,847.24	81.50	.00	50.44	.00	.00	.00	.00	.00	1,280.81
41510	WHITEHILL, AUDRIANA G.	1,806.88	88.00	.00	114.72	.00	152.96	.00	.00	.00	1,273.83
Total POLICE DEPARTMENT-D:											
		6	11,813.15	525.50	.00	765.29	.00	782.24	.00	.00	8,531.96
41430	BASINGER, RYAN A.	2,626.44	84.00	.00	.00	.00	.00	.00	.00	.00	1,912.12
41535	HOLCOMBE, IAN J.	2,352.96	84.00	.00	.00	.00	.00	.00	.00	.00	1,622.02
41191	HOUGE, CLINTON J.	3,718.60	108.00	666.12	.00	.00	.00	.00	.00	.00	2,601.38
41453	LEHMAN, MICHEAL L.	3,139.32	96.00	548.28	.00	.00	.00	.00	.00	.00	2,273.72
41230	MCKINLEY, ERIC K.	3,044.10	87.00	154.22	.00	.00	.00	.00	.00	.00	2,250.60
41110	MORK, SHILOH B.	3,637.61	80.00	.00	.00	.00	.00	.00	.00	.00	2,443.77
41471	MOURLAM, DALTON G.	2,687.31	88.25	188.83	.00	.00	.00	.00	.00	.00	1,913.28
41225	PRITCHARD, BRANDON D.	2,847.00	98.00	.00	.00	.00	.00	.00	.00	.00	2,016.40
41426	ROSE, DYLAN M.	3,312.08	96.00	.00	.00	732.24	.00	.00	.00	.00	2,237.09
41450	THUMMA, STEVEN L.	2,755.30	88.00	182.94	.00	.00	.00	.00	.00	.00	1,698.84
41495	WATKINS, MARK D.	3,922.19	111.00	1,268.87	.00	.00	.00	.00	.00	.00	2,864.22
Total POLICE DEPARTMENT-O:											
		11	34,042.91	1,020.25	3,009.26	.00	732.24	.00	.00	.00	23,833.44
81291	ASKLUND, ANTHONY T.	380.63	26.25	.00	.00	.00	.00	.00	.00	.00	327.57
81672	CRYSTAL, EVERETT T.	1,076.63	79.75	.00	.00	.00	.00	.00	.00	.00	926.55
81713	FOLEY, PATRICK R.	135.00	10.00	.00	.00	.00	.00	.00	.00	.00	116.18

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
81775	HENELY, BRAYDEN J.	750.75	57.75	.00	.00	.00	.00	.00	.00	.00	616.01
70981	MCFARLAND, CHARLES DANIEL	1,720.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,166.90
81776	MEYERS, STEVEN R.	757.25	58.25	.00	.00	.00	.00	.00	.00	.00	626.00
81617	OLSON, NICHOLAS L.	54.00	4.00	.00	.00	.00	.00	.00	.00	46.47	.00
51195	RODEN, JACOB J.	1,998.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,381.68
Total PUBLIC GROUNDS:											
		8	6,872.66	396.00	.00	.00	.00	.00	.00	46.47	5,160.89
61255	DRUBE, DERRICK DANIEL	2,038.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,454.34
81745	KEANE, ROSS M.	1,080.00	72.00	.00	.00	.00	.00	.00	.00	.00	919.16
Total PUBLIC WORKS:											
		2	3,118.40	152.00	.00	.00	.00	.00	.00	.00	2,373.50
81764	ANDERSON, CHOLE K.	213.75	19.00	.00	.00	.00	.00	.00	.00	197.40	.00
81763	BAHRENFUSS, BREANNA LEE	208.13	18.50	.00	.00	.00	.00	.00	.00	.00	192.21
81716	BAILEY, CLAIRE M.	523.69	42.75	.00	.00	.00	.00	.00	.00	.00	483.63
81685	BAILEY, ERIN S.	354.38	31.50	.00	.00	.00	.00	.00	.00	.00	327.27
81767	BAILEY, JESSICA RUTH	305.25	18.50	.00	.00	.00	.00	.00	.00	.00	281.89
81750	BEAULIEU, ADDYSON JOY	447.13	36.50	.00	.00	.00	.00	.00	.00	412.93	.00
81653	BINDER, MEREDITH K.	598.25	45.00	.00	.00	.00	.00	.00	.00	.00	511.07
81726	BINDER, RILEY K.	264.75	23.00	.00	.00	.00	.00	.00	.00	.00	244.50
81756	CALLAHAN, SPENCER AARON	367.50	30.00	.00	.00	.00	.00	.00	.00	.00	339.38
81724	CASEY, REESE ANN	143.94	11.75	.00	.00	.00	.00	.00	.00	.00	132.93
81743	DINSDALE, SOPHIE J.	281.75	23.00	.00	.00	.00	.00	.00	.00	.00	260.19
81669	DRAEGER, MAKAYLEE M.	413.25	28.50	.00	.00	.00	.00	.00	.00	.00	381.64
81708	GALLETINE, ABIGAIL M.	736.51	54.00	.00	.00	.00	.00	.00	.00	650.79	.00
81746	GALLETINE, OLIVIA M.	536.13	44.50	.00	.00	.00	.00	.00	.00	494.78	.00
70107	GLASCOCK, MARK A.	1,892.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,267.03
81774	GRAMBLIN, ELIZABETH A.	108.00	9.00	.00	.00	.00	.00	.00	.00	.00	99.73
81711	HANSEN, ELLA M.	975.38	76.50	.00	.00	.00	.00	.00	.00	.00	835.11
81772	HANSEN, MIA A.	563.50	46.00	.00	.00	.00	.00	.00	.00	520.39	.00
81753	HEDEEN, MARISSA KAY	253.13	22.50	.00	.00	.00	.00	.00	.00	.00	228.77
81727	HENDERSON, BRYAR J.	70.32	6.25	.00	.00	.00	.00	.00	.00	.00	64.94
81731	LARSON, GABRIELLE M.	402.19	35.75	.00	.00	.00	.00	.00	.00	.00	371.42
81717	LASOURD, RILEY GENE	441.00	36.00	.00	.00	.00	.00	.00	.00	407.27	.00
70975	LESHER, BREANNE M.	3,011.20	80.00	.00	.00	.00	.00	.00	.00	.00	2,062.25
81651	LINDSTROM, SARAH J.	61.25	5.00	.00	.00	.00	.00	.00	.00	.00	52.71
81673	MCKEE, BRONWYN E.	228.75	16.50	.00	.00	.00	.00	.00	.00	.00	211.25
81585	MITCHELL, MCKENNA K.	369.75	25.50	.00	.00	.00	.00	.00	.00	341.23	.00
81752	MOORE, KENNEDY AIANE	98.44	8.75	.00	.00	.00	.00	.00	.00	.00	85.91
81689	NELSEN, DENISE L.	878.20	50.50	.00	.00	.00	.00	.00	.00	.00	717.41
81757	NOHRENBURG, BONNIE RAE	104.13	8.50	.00	.00	.00	.00	.00	.00	.00	96.16
81769	NOHRENBURG, COLE ALLEN	535.94	43.75	.00	.00	.00	.00	.00	.00	.00	494.94
81768	NYDEGGER, ASHLEE ANNE	112.50	10.00	.00	.00	.00	.00	.00	.00	.00	103.89
81686	O'HEARN, ELLENOR A.	39.38	3.50	.00	.00	.00	.00	.00	.00	.00	36.37
81754	ORTON, ADDILYN LASHAE	396.63	32.50	.00	.00	.00	.00	.00	.00	.00	341.82
81742	OUVERSON, ERIN A.	75.94	6.75	.00	.00	.00	.00	.00	.00	.00	70.13
81744	PECK, EMMA G.	637.00	52.00	.00	.00	.00	.00	.00	.00	.00	588.27
81748	PETERSON, AVA	300.13	24.50	.00	.00	.00	.00	.00	.00	.00	277.17
81771	PETERSON, ELLIE	483.88	39.50	.00	.00	.00	.00	.00	.00	.00	446.86
31195	PETERSON, RICK E.	1,982.04	82.00	.00	71.64	.00	.00	.00	.00	.00	1,404.88
81665	PRUISMANN, LINDA A.	252.16	14.50	.00	.00	.00	.00	.00	.00	.00	213.57
81719	SCHULTZ, CAMDEN J.	520.63	42.50	.00	.00	.00	.00	.00	.00	.00	480.80
81747	STANLEY, KAMEY	202.13	16.50	.00	.00	.00	.00	.00	.00	.00	186.67

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
81718	THONGSOUK, TAHSAIYA W.	392.00	32.00	.00	.00	.00	.00	.00	.00	.00	362.02
Total RECREATION:											
		42	20,782.81	1,333.25	.00	71.64	.00	.00	.00	.00	3,024.79
51187	BAHRENFUSS, BRANDON D.	2,960.81	80.00	.00	.00	.00	.00	.00	.00	.00	2,076.64
51210	DANIELS, JACOB S.	2,040.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,424.06
51178	DOOLITTLE, DAN L	770.00	35.00	.00	.00	.00	.00	.00	.00	.00	639.43
51225	JONDAL, KOOPER M.	2,339.64	90.50	.00	95.63	.00	.00	.00	.00	.00	1,797.89
51220	KLIEGL, SHAWN A.	1,951.11	81.00	.00	35.91	.00	.00	.00	.00	.00	1,391.20
51190	RATCLIFF, BRETT D.	2,216.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,530.87
51230	SCHEUERMANN, RILEE C.	2,038.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,452.51
51184	WILLIAMS, ZACHARY W.	2,436.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,684.37
51205	YOUNGDALE, COLE C.	2,292.02	80.00	.00	.00	.00	.00	.00	.00	.00	1,628.26
Total STREET DEPARTMENT:											
		9	19,045.58	686.50	.00	131.54	.00	.00	.00	.00	13,625.23
30772	DINGMAN, CHAD M.	2,680.80	80.00	.00	.00	.00	.00	.00	.00	.00	2,016.78
30977	JACKSON, JEFFREY S.	2,080.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,476.17
31179	WEST, JOHN A.	2,220.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,683.62
Total WASTEWATER:											
		3	6,981.60	240.00	.00	.00	.00	.00	.00	.00	5,176.57
31189	CHAMBERS, TODD A.	2,823.48	88.00	.00	368.28	.00	.00	.00	.00	.00	1,870.09
31220	FARWELL, GREGORY A.	2,798.27	91.50	.00	113.14	.00	.00	.00	.00	.00	1,953.86
31215	KNOWLES, NICHOLAS A.	3,751.60	82.00	.00	135.60	.00	.00	.00	.00	.00	2,480.36
31245	NELSON, BENJAMIN J.	3,154.18	105.00	.00	708.66	.00	.00	.00	.00	.00	2,240.13
31225	PARKER, LOGAN M.	2,229.50	85.00	.00	191.10	.00	.00	.00	.00	.00	1,527.90
Total WATER PLANT:											
		5	14,757.03	451.50	.00	1,516.78	.00	.00	.00	.00	10,072.34
Grand Totals:											
		132	212,649.75	7,548.75	3,009.26	6,064.53	732.24	782.24	776.00	320.00	146,233.92

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 \$2,484,905.40 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 21st day of August, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
PEOPLES CREDIT UNION (4140)							
081523	1	Invoice	PURCHASE 6 MO CD @ 5.6%	08/15/2023	2,000,000.00	02/24	603-11003
Total 081523:					2,000,000.00		
Total PEOPLES CREDIT UNION (4140):					2,000,000.00		
Total 08/15/2023:					2,000,000.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
ACCURATE HYDRAULICS & MACHINE SERVICES (7784)							
59574	1	Invoice	REPAIR HEIL DUMP CYLINDER	08/03/2023	1,158.40	02/24	204-23-30-5310-314
Total 59574:					1,158.40		
Total ACCURATE HYDRAULICS & MACHINE SERVICES (7784):					1,158.40		
AFLAC, INC. (20)							
886975	1	Invoice	AFLAC PREMIUMS	08/12/2023	1,750.60	02/24	902-11215
Total 886975:					1,750.60		
Total AFLAC, INC. (20):					1,750.60		
AGSOURCE (4458)							
PS-INV2839	1	Invoice	WATER POOL SPA ROUTE CHARGE & PS CO	07/25/2023	27.50	01/24	100-22-42-5242-299
Total PS-INV283914:					27.50		
PS-INV2865	1	Invoice	DRINKING WATER- DW COLIFORM RUSH	08/08/2023	69.00	02/24	100-22-42-5242-299
Total PS-INV286557:					69.00		
Total AGSOURCE (4458):					96.50		
ALTEC INDUSTRIES, INC. (35)							
51267289	1	Invoice	REPAIRS TO BOTH REAR OUTRIGGER CYLI	08/10/2023	2,800.22	02/24	601-23-52-5935-227
Total 51267289:					2,800.22		
Total ALTEC INDUSTRIES, INC. (35):					2,800.22		
AMAZON CAPITAL SERVICES (7618)							
14NY-6WN1-	1	Invoice	4 REPLACEMENT MONITORS	08/01/2023	81.91	02/24	100-24-16-5420-317
14NY-6WN1-	2	Invoice	4 REPLACEMENT MONITORS	08/01/2023	300.31	02/24	601-24-16-5921-317
14NY-6WN1-	3	Invoice	4 REPLACEMENT MONITORS	08/01/2023	81.91	02/24	602-24-16-5921-317
14NY-6WN1-	4	Invoice	4 REPLACEMENT MONITORS	08/01/2023	81.91	02/24	603-24-16-5921-317
Total 14NY-6WN1-KCPM:					546.04		
17XK-HK6G-	1	Invoice	2 - AVERY INDEX SHEETS	08/01/2023	26.96	02/24	100-23-42-5371-318
17XK-HK6G-	2	Invoice	2 - FAMILY RESTROOM SIGNS	08/01/2023	59.74	02/24	100-22-42-5210-310
Total 17XK-HK6G-KKCJ:					86.70		
1JTV-P749-J	1	Invoice	1 PAIR BLK MENS WORK BOOT - #681	08/01/2023	149.95	02/24	100-21-21-5110-312
Total 1JTV-P749-J3YC:					149.95		
1JTV-P749-J	1	Invoice	2 - PKGS OF AVERY NEON LABELS	08/01/2023	2.12	02/24	100-24-14-5435-316
1JTV-P749-J	2	Invoice	2 - PKGS OF AVERY NEON LABELS	08/01/2023	15.30	02/24	601-23-80-5921-316
1JTV-P749-J	3	Invoice	2 - PKGS OF AVERY NEON LABELS	08/01/2023	4.71	02/24	602-23-80-5921-316
1JTV-P749-J	4	Invoice	2 - PKGS OF AVERY NEON LABELS	08/01/2023	1.41	02/24	603-23-80-5921-316
Total 1JTV-P749-JFKW:					23.54		
1QPW-C1K1-	1	Invoice	LOCK BOX	08/01/2023	22.89	02/24	100-21-21-5110-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 1QPW-C1K1-J93D:					22.89		
1WCN-X67J-	1	Invoice	BINDER CLIPS/BATTERIES	08/01/2023	10.13	02/24	100-24-36-5480-318
1WCN-X67J-	2	Invoice	BINDER CLIPS/BATTERIES	08/01/2023	7.24	02/24	601-23-36-5393-318
1WCN-X67J-	3	Invoice	BINDER CLIPS/BATTERIES	08/01/2023	5.79	02/24	602-23-36-5480-318
1WCN-X67J-	4	Invoice	BINDER CLIPS/BATTERIES	08/01/2023	5.78	02/24	603-23-36-5480-318
Total 1WCN-X67J-JJW3:					28.94		
Total AMAZON CAPITAL SERVICES (7618):					858.06		
ARNOLD MOTOR SUPPLY (68)							
26NV089939	1	Invoice	BUILDING COMPRESSOR OIL CHANGE	08/03/2023	76.66	02/24	100-21-22-5140-310
Total 26NV089939:					76.66		
26NV090657	1	Invoice	CHAIN LUBE	08/16/2023	8.83	02/24	100-23-42-5371-315
Total 26NV090657:					8.83		
Total ARNOLD MOTOR SUPPLY (68):					85.49		
ASCENSUS (7549)							
153396HW_	1	Invoice	GASB75-50% FEE	07/28/2023	220.00	01/24	100-24-12-5430-299
153396HW_	2	Invoice	GASB75-50% FEE	07/28/2023	605.00	01/24	601-23-81-5930-299
153396HW_	3	Invoice	GASB75-50% FEE	07/28/2023	137.50	01/24	602-23-81-5930-299
153396HW_	4	Invoice	GASB75-50% FEE	07/28/2023	137.50	01/24	603-23-81-5930-299
Total 153396HW_202307:					1,100.00		
Total ASCENSUS (7549):					1,100.00		
AUTOMATIC SYSTEMS COMPANY (81)							
040523	1	Invoice	SCADA UPGRADE	07/28/2023	27,926.00	01/24	602-23-61-5935-870
Total 040523:					27,926.00		
Total AUTOMATIC SYSTEMS COMPANY (81):					27,926.00		
BAUTISTA, MELISA NATALY HUINAC (7783)							
080723	1	Invoice	CUSTOMER DEPOSIT REFUND	08/07/2023	205.84	02/24	601-21011
Total 080723:					205.84		
Total BAUTISTA, MELISA NATALY HUINAC (7783):					205.84		
BLACK HILLS ENERGY (3466)							
0976116930	1	Invoice	GAS UTILITY/LINE DEPT	08/10/2023	11.89	02/24	601-23-52-5586-234
0976116930	2	Invoice	GAS UTILITY/LINE DEPT	08/10/2023	11.90	02/24	601-23-52-5588-234
0976116930	3	Invoice	GAS UTILITY/LINE DEPT	08/10/2023	11.90	02/24	601-23-51-5566-234
Total 0976116930 08/10/23:					35.69		
5978424719	1	Invoice	GAS UTILITY/WATER PLANT SHED	08/10/2023	38.66	02/24	602-23-61-5642-234
Total 5978424719 08/10/23:					38.66		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
6506969580	1	Invoice	GAS UTILITY/WATER PLANT	08/10/2023	35.26	02/24	602-23-61-5642-234
Total 6506969580 08/10/23:					35.26		
Total BLACK HILLS ENERGY (3466):					109.61		
BOLTON & MENK INC. (106)							
0315898	1	Invoice	ENG SVC - WATER PLANT IMPROVEMENTS -	06/30/2023	909.00	12/23	602-23-61-5651-212
Total 0315898:					909.00		
0315902	1	Invoice	ENG - WASTEWATER DESIGN-FACILITY IMP	06/30/2023	8,200.55	12/23	603-23-70-5652-860
Total 0315902:					8,200.55		
0315978	1	Invoice	ENG - WASTEWATER DESIGN-FACILITY IMP	07/12/2023	5,746.00	12/23	603-23-70-5652-860
Total 0315978:					5,746.00		
Total BOLTON & MENK INC. (106):					14,855.55		
BOMGAARS (5165)							
62026223	1	Invoice	FLY TRAPS FOR OFFICE	07/27/2023	15.98	01/24	204-23-30-5310-318
62026223	2	Invoice	TAPE, DRILL BIT SET, VALVE, ROLLER COVE	07/27/2023	96.21	01/24	204-23-30-5330-318
62026223	3	Invoice	TAPE, DRILL BIT SET, VALVE, ROLLER COVE	07/27/2023	29.28	01/24	602-23-62-5662-318
62026223	4	Invoice	TAPE, DRILL BIT SET, VALVE, ROLLER COVE	07/27/2023	13.94	01/24	603-23-71-5662-318
Total 62026223:					155.41		
62028152	1	Invoice	COPPER TUBING - STR #7	08/01/2023	18.10	02/24	204-23-30-5310-314
Total 62028152:					18.10		
62028546	1	Invoice	TRIMMER/FUEL	08/02/2023	317.98	02/24	602-23-61-5642-318
Total 62028546:					317.98		
62028883	1	Invoice	TIES/CONDUIT	08/03/2023	23.28	02/24	603-23-70-5652-310
Total 62028883:					23.28		
62029230	1	Invoice	CHAINS FOR POLE SAW	08/04/2023	49.98	02/24	100-23-42-5371-314
Total 62029230:					49.98		
62031392	1	Invoice	SUNBRITE - WATER DIST	08/10/2023	23.99	02/24	602-23-62-5662-318
62031392	2	Invoice	KNEE PADS/STRAPS/AIR FRESHENERS/SAF	08/10/2023	113.89	02/24	204-23-30-5310-318
Total 62031392:					137.88		
62031869	1	Invoice	THERMOMETER	08/11/2023	14.99	02/24	100-22-42-5242-318
62031869	2	Invoice	TEFLON TAPE, BOILER DRAIN	08/11/2023	11.08	02/24	100-22-42-5233-318
Total 62031869:					26.07		
62031885	1	Invoice	PIPE BRUSHING	08/11/2023	15.68	02/24	100-22-42-5233-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 62031885:					15.68		
62032760	1	Invoice	SPRAYPAINT	08/14/2023	9.98	02/24	100-22-42-5210-318
Total 62032760:					9.98		
Total BOMGAARS (5165):					754.36		
BROWNELLS, INC. (4593)							
2023410536	1	Invoice	TRAINING MAGAZINES	08/09/2023	221.44	02/24	100-21-21-5110-231
Total 2023410536523:					221.44		
2023410537	1	Invoice	TRAINING MAGAZINES	08/10/2023	216.84	02/24	100-21-21-5110-231
Total 2023410537270:					216.84		
Total BROWNELLS, INC. (4593):					438.28		
CAPITAL SANITARY SUPPLY (6096)							
C372453	1	Invoice	4 BOXES WHITE COPY PAPER	08/08/2023	9.90	02/24	100-21-22-5140-316
C372453	2	Invoice	4 BOXES WHITE COPY PAPER	08/08/2023	9.90	02/24	204-23-30-5310-316
C372453	3	Invoice	4 BOXES WHITE COPY PAPER	08/08/2023	9.90	02/24	603-23-70-5921-316
C372453	4	Invoice	4 BOXES WHITE COPY PAPER	08/08/2023	9.90	02/24	100-23-42-5371-316
C372453	5	Invoice	4 BOXES WHITE COPY PAPER	08/08/2023	9.90	02/24	602-23-61-5921-316
C372453	6	Invoice	4 BOXES WHITE COPY PAPER	08/08/2023	9.90	02/24	100-21-18-5190-316
C372453	7	Invoice	4 BOXES WHITE COPY PAPER	08/08/2023	9.90	02/24	100-23-43-5361-316
C372453	8	Invoice	4 BOXES WHITE COPY PAPER	08/08/2023	9.90	02/24	601-24-16-5921-316
C372453	9	Invoice	4 BOXES WHITE COPY PAPER	08/08/2023	9.90	02/24	100-22-42-5233-316
C372453	10	Invoice	4 BOXES WHITE COPY PAPER	08/08/2023	9.90	02/24	601-23-52-5921-316
C372453	11	Invoice	4 BOXES WHITE COPY PAPER	08/08/2023	9.90	02/24	100-21-21-5110-316
C372453	12	Invoice	4 BOXES WHITE COPY PAPER	08/08/2023	9.90	02/24	100-24-18-5470-316
C372453	13	Invoice	4 BOXES WHITE COPY PAPER	08/08/2023	10.20	02/24	100-24-12-5430-316
C372453	14	Invoice	4 BOXES WHITE COPY PAPER	08/08/2023	18.57	02/24	602-23-81-5921-316
C372453	15	Invoice	4 BOXES WHITE COPY PAPER	08/08/2023	4.78	02/24	603-23-81-5921-316
C372453	16	Invoice	4 BOXES WHITE COPY PAPER	08/08/2023	30.09	02/24	601-23-81-5921-316
C372453	17	Invoice	4 BOXES WHITE COPY PAPER	08/08/2023	5.62	02/24	100-24-14-5435-316
C372453	18	Invoice	4 BOXES WHITE COPY PAPER	08/08/2023	11.88	02/24	602-23-80-5921-316
C372453	19	Invoice	4 BOXES WHITE COPY PAPER	08/08/2023	2.87	02/24	603-23-80-5921-316
C372453	20	Invoice	4 BOXES WHITE COPY PAPER	08/08/2023	30.03	02/24	601-23-80-5921-316
C372453	21	Invoice	4 BOXES WHITE COPY PAPER	08/08/2023	2.92	02/24	100-24-30-5380-316
C372453	22	Invoice	4 BOXES WHITE COPY PAPER	08/08/2023	4.46	02/24	602-24-30-5380-316
C372453	23	Invoice	4 BOXES WHITE COPY PAPER	08/08/2023	4.46	02/24	603-24-30-5380-316
C372453	24	Invoice	4 BOXES WHITE COPY PAPER	08/08/2023	2.92	02/24	601-24-30-5380-316
Total C372453:					247.60		
C372611	1	Invoice	CLEANING SUPPLIES-FULLER HALL	08/08/2023	27.00	02/24	100-22-42-5233-318
Total C372611:					27.00		
Total CAPITAL SANITARY SUPPLY (6096):					274.60		
CARD SERVICES (140)							
0000 08/01/2	1	Invoice	FUEL CLOUD SUBSCRIPTION	08/01/2023	.07	02/24	100-24-30-5380-315
0000 08/01/2	2	Invoice	FUEL CLOUD SUBSCRIPTION	08/01/2023	.07	02/24	601-24-30-5380-315
0000 08/01/2	3	Invoice	FUEL CLOUD SUBSCRIPTION	08/01/2023	.07	02/24	602-24-30-5380-315

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
0000 08/01/2	4	Invoice	FUEL CLOUD SUBSCRIPTION	08/01/2023	.07	02/24	603-24-30-5380-315
0000 08/01/2	5	Invoice	FUEL CLOUD SUBSCRIPTION	08/01/2023	.34	02/24	100-21-18-5190-315
0000 08/01/2	6	Invoice	FUEL CLOUD SUBSCRIPTION	08/01/2023	.90	02/24	100-21-22-5140-315
0000 08/01/2	7	Invoice	FUEL CLOUD SUBSCRIPTION	08/01/2023	11.50	02/24	100-24-14-5435-315
0000 08/01/2	8	Invoice	FUEL CLOUD SUBSCRIPTION	08/01/2023	18.24	02/24	601-23-52-5935-315
0000 08/01/2	9	Invoice	FUEL CLOUD SUBSCRIPTION	08/01/2023	1.07	02/24	601-23-80-5935-315
0000 08/01/2	10	Invoice	FUEL CLOUD SUBSCRIPTION	08/01/2023	1.07	02/24	602-23-80-5935-315
0000 08/01/2	11	Invoice	FUEL CLOUD SUBSCRIPTION	08/01/2023	23.60	02/24	100-21-21-5110-315
0000 08/01/2	12	Invoice	FUEL CLOUD SUBSCRIPTION	08/01/2023	7.32	02/24	100-22-42-5210-315
0000 08/01/2	13	Invoice	FUEL CLOUD SUBSCRIPTION	08/01/2023	7.32	02/24	100-23-42-5371-315
0000 08/01/2	14	Invoice	FUEL CLOUD SUBSCRIPTION	08/01/2023	.17	02/24	100-22-42-5233-315
0000 08/01/2	15	Invoice	FUEL CLOUD SUBSCRIPTION	08/01/2023	16.67	02/24	204-23-30-5310-315
0000 08/01/2	16	Invoice	FUEL CLOUD SUBSCRIPTION	08/01/2023	2.45	02/24	603-23-70-5935-315
0000 08/01/2	17	Invoice	FUEL CLOUD SUBSCRIPTION	08/01/2023	4.07	02/24	602-23-61-5935-315
0000 08/01/2	18	Invoice	FANGUARD- WATER PLANT	08/01/2023	49.22	02/24	602-23-61-5652-226
Total 0000 08/01/23:					144.22		
0001 08/01/2	1	Invoice	MEAL EXPENSE-D.A.R.E. CONFERENCE-RO	08/01/2023	30.36	02/24	211-21-21-5110-232
0001 08/01/2	2	Invoice	USPS PO - CERTIFIED MAIL	08/01/2023	9.49	02/24	100-21-21-5110-221
Total 0001 08/01/23:					39.85		
0003 08/01/2	1	Invoice	CREXENDO-OD POOL	08/01/2023	11.25	02/24	100-22-42-5242-230
0003 08/01/2	2	Invoice	CREXENDO-SENIOR CENTER/RSVP	08/01/2023	22.51	02/24	100-22-42-5280-230
0003 08/01/2	3	Invoice	FC300 BATTERY PACK - UTILITY OFFICE	08/01/2023	12.23	02/24	100-24-14-5435-318
0003 08/01/2	4	Invoice	FC300 BATTERY PACK - UTILITY OFFICE	08/01/2023	88.30	02/24	601-23-80-5921-318
0003 08/01/2	5	Invoice	FC300 BATTERY PACK - UTILITY OFFICE	08/01/2023	27.17	02/24	602-23-80-5921-318
0003 08/01/2	6	Invoice	FC300 BATTERY PACK - UTILITY OFFICE	08/01/2023	8.15	02/24	603-23-80-5921-318
Total 0003 08/01/23:					169.61		
0004 08/01/2	1	Invoice	MEETING EXP CONSULTANT 7/6/23	08/01/2023	2.03	02/24	100-24-12-5430-232
0004 08/01/2	2	Invoice	MEETING EXP CONSULTANT 7/6/23	08/01/2023	5.57	02/24	601-23-81-5926-232
0004 08/01/2	3	Invoice	MEETING EXP CONSULTANT 7/6/23	08/01/2023	1.27	02/24	602-23-81-5926-232
0004 08/01/2	4	Invoice	ICMA ANNUAL CONF-ORTIZ	08/01/2023	33.99	02/24	100-24-12-5430-232
0004 08/01/2	5	Invoice	ICMA ANNUAL CONF-ORTIZ	08/01/2023	93.48	02/24	601-23-81-5926-232
0004 08/01/2	6	Invoice	ICMA ANNUAL CONF-ORTIZ	08/01/2023	21.25	02/24	602-23-81-5926-232
0004 08/01/2	7	Invoice	ICMA ANNUAL CONF-ORTIZ	08/01/2023	21.25	02/24	603-23-81-5926-232
0004 08/01/2	8	Invoice	IOWA LEAGUE OF CITIES CONF-ORTIZ	08/01/2023	44.80	02/24	100-24-12-5430-232
0004 08/01/2	9	Invoice	IOWA LEAGUE OF CITIES CONF-ORTIZ	08/01/2023	123.20	02/24	601-23-81-5926-232
0004 08/01/2	10	Invoice	IOWA LEAGUE OF CITIES CONF-ORTIZ	08/01/2023	28.00	02/24	602-23-81-5926-232
0004 08/01/2	11	Invoice	IOWA LEAGUE OF CITIES CONF-ORTIZ	08/01/2023	28.00	02/24	603-23-81-5926-232
0004 08/01/2	12	Invoice	TRAINING SESSION LUNCH-BISHOP, BAHRE	08/01/2023	7.92	02/24	100-24-12-5430-232
0004 08/01/2	13	Invoice	TRAINING SESSION LUNCH-BISHOP, BAHRE	08/01/2023	21.79	02/24	601-23-81-5926-232
0004 08/01/2	14	Invoice	TRAINING SESSION LUNCH-BISHOP, BAHRE	08/01/2023	4.96	02/24	602-23-81-5926-232
0004 08/01/2	15	Invoice	TRAINING SESSION LUNCH-BISHOP, BAHRE	08/01/2023	4.95	02/24	603-23-81-5926-232
0004 08/01/2	16	Invoice	COUNCIL WORK SESSION-WST WTR PLT 7/1	08/01/2023	12.56	02/24	100-24-11-5410-232
0004 08/01/2	17	Invoice	COUNCIL WORK SESSION-WST WTR PLT 7/1	08/01/2023	34.52	02/24	601-24-11-5410-232
0004 08/01/2	18	Invoice	COUNCIL WORK SESSION-WST WTR PLT 7/1	08/01/2023	7.85	02/24	602-24-11-5410-232
0004 08/01/2	19	Invoice	COUNCIL WORK SESSION-WST WTR PLT 7/1	08/01/2023	7.85	02/24	603-24-11-5410-232
0004 08/01/2	20	Invoice	MEETING EXP CONSULTANT 7/6/23	08/01/2023	1.27	02/24	603-23-81-5926-232
Total 0004 08/01/23:					506.51		
0221 08/01/2	1	Invoice	22HP V TWIN PUMP ENGINE - E34	08/01/2023	921.93	02/24	100-21-22-5140-227
0221 08/01/2	2	Invoice	REFUND FOR BROKEN OFFICE CHAIR	08/01/2023	50.49	02/24	100-21-22-5140-310
0221 08/01/2	3	Invoice	UNIFORM FOR RELIEF ON CALL	08/01/2023	293.80	02/24	100-21-22-5140-312

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
0221 08/01/2	4	Invoice	NATIONAL EMERGENCY TRAINING CLASS-	08/01/2023	347.84	02/24	100-21-22-5140-231
Total 0221 08/01/23:					1,513.08		
0239 08/01/2	1	Invoice	IA DEPT OF AGRICULTURE/PESTICIDE COM	08/01/2023	15.00	02/24	100-22-30-5230-231
Total 0239 08/01/23:					15.00		
0320 08/01/2	1	Invoice	DRONE TESTING- OFFICER 683	08/01/2023	175.00	02/24	100-21-21-5110-231
Total 0320 08/01/23:					175.00		
0346 08/01/2	1	Invoice	CONCRETE MANUAL - BINDERT	08/01/2023	136.56	02/24	100-21-18-5190-231
Total 0346 08/01/23:					136.56		
Total CARD SERVICES (140):					2,699.83		
CENTRAL IOWA BLDG SUPPLY (1298)							
1017337	1	Invoice	BANK STREET BRIDGE REPAIRS	07/26/2023	6,264.23	12/23	528-23-30-5310-299
Total 1017337:					6,264.23		
1017504	1	Invoice	PIPE 3 SCH40 BLK x4"- SPECIAL TOOL-STR	08/04/2023	9.97	02/24	204-23-30-5310-311
Total 1017504:					9.97		
Total CENTRAL IOWA BLDG SUPPLY (1298):					6,274.20		
CENTRAL IOWA DISTRIBUTING, INC (153)							
242335	1	Invoice	5 CASES - 38"X58" LD BLK (100cs)	08/02/2023	64.00	02/24	100-22-42-5242-318
242335	2	Invoice	5 CASES - 38"X58" LD BLK (100cs)	08/02/2023	268.00	02/24	100-22-42-5210-318
Total 242335:					332.00		
242571	1	Invoice	SUPPLIES @ WWTP	08/09/2023	130.00	02/24	603-23-70-5642-318
Total 242571:					130.00		
Total CENTRAL IOWA DISTRIBUTING, INC (153):					462.00		
CENTRAL IOWA FARM STORE (7129)							
17678M	1	Invoice	SUPPLIES FOR PARK	08/10/2023	122.25	02/24	100-22-42-5210-314
Total 17678M:					122.25		
Total CENTRAL IOWA FARM STORE (7129):					122.25		
CENTURY LINK (4614)							
E65-4065 08/	1	Invoice	ALARM CIRCUIT LINE	08/01/2023	148.00	02/24	100-21-22-5140-230
Total E65-4065 08/01/23:					148.00		
Total CENTURY LINK (4614):					148.00		
CORN BELT POWER COOP, INC. (197)							
16457	1	Invoice	TAPE READINGS & REPORTS	08/10/2023	40.00	02/24	601-23-51-5566-299

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 16457:					40.00		
Total CORN BELT POWER COOP, INC. (197):					40.00		
COUNSEL (3995)							
24AR102441	1	Invoice	PRINTER CONTRACT - INSPECTION	08/07/2023	33.64	02/24	100-21-18-5190-225
Total 24AR1024410:					33.64		
24AR102606	1	Invoice	PRINTER CONTRACT - STREET DEPT	08/07/2023	56.81	02/24	204-23-30-5310-225
Total 24AR1026065:					56.81		
24AR103503	1	Invoice	PRINTER CONTRACT - LINE DEPT	08/10/2023	95.29	02/24	601-23-52-5931-225
Total 24AR1035033:					95.29		
24AR103580	1	Invoice	PRINTER CONTRACT - CEMETARY	08/10/2023	110.83	02/24	100-23-42-5371-299
Total 24AR1035807:					110.83		
24AR103848	1	Invoice	PRINTER CONTRACT - FINANCE/UTILITY OF	08/11/2023	5.86	02/24	100-24-14-5435-225
24AR103848	2	Invoice	PRINTER CONTRACT - FINANCE/UTILITY OF	08/11/2023	42.30	02/24	601-23-80-5931-225
24AR103848	3	Invoice	PRINTER CONTRACT - FINANCE/UTILITY OF	08/11/2023	13.02	02/24	602-23-80-5931-225
24AR103848	4	Invoice	PRINTER CONTRACT - FINANCE/UTILITY OF	08/11/2023	3.90	02/24	603-23-80-5931-225
Total 24AR1038481:					65.08		
24AR103865	1	Invoice	PRINTER CONTRACT - WATER DEPT	08/11/2023	38.79	02/24	602-23-61-5931-225
Total 24AR1038653:					38.79		
Total COUNSEL (3995):					400.44		
CTI READY MIX, INC. (7518)							
108185	1	Invoice	8.75 YDS C-4WR-C20-BROADWAY & WILLIAM	08/03/2023	1,461.25	02/24	204-23-30-5330-318
Total 108185:					1,461.25		
108316	1	Invoice	3 YDS C-4WR-C20-SENECA & DIVISION	08/07/2023	601.00	02/24	602-23-62-5662-318
Total 108316:					601.00		
108396	1	Invoice	5.75 YDS C-4WR-C20-SENECA & DIVISION	08/08/2023	960.25	02/24	602-23-62-5662-318
Total 108396:					960.25		
108432	1	Invoice	6 YDS C-4WR-C20-SENECA & DIVISION	08/09/2023	1,002.00	02/24	602-23-62-5662-318
Total 108432:					1,002.00		
108506	1	Invoice	5.50 YDS C-4WR-C20-SENECA & DIVISION	08/10/2023	918.50	02/24	602-23-62-5662-318
Total 108506:					918.50		
Total CTI READY MIX, INC. (7518):					4,943.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
CTS LANGUAGE LINK (6323)							
246781	1	Invoice	TELE LANGUAGE TRANSLATION/PD	08/01/2023	438.76	02/24	100-21-21-5110-225
246781	2	Invoice	TELE LANGUAGE TRANSLATION/UTILITIES	08/01/2023	1.43	02/24	601-23-80-5930-299
Total 246781:					440.19		
Total CTS LANGUAGE LINK (6323):					440.19		
CULLIGAN FORT DODGE (207)							
073123	1	Invoice	AIRPORT-SOFT WATER SERVICE	07/31/2023	73.95	02/24	205-23-45-5372-299
Total 073123:					73.95		
Total CULLIGAN FORT DODGE (207):					73.95		
DAILY FREEMAN JOURNAL, INC. (211)							
011223	1	Invoice	CM 12/19/2022	01/12/2023	359.10	12/23	100-24-14-5435-210
Total 011223:					359.10		
041423 WTR	1	Invoice	WATER QUALITY REPORT	04/14/2023	225.72	12/23	602-23-61-5651-210
Total 041423 WTR QUALITY:					225.72		
12/14/22	1	Invoice	CM 11/07/2022	12/14/2022	99.35	12/23	100-24-14-5435-210
Total 12/14/22:					99.35		
8716 12/05/2	1	Invoice	CM 11/21/2022	12/05/2022	193.32	12/23	100-24-14-5435-210
Total 8716 12/05/2022:					193.32		
L09070 03/1	1	Invoice	CM 03/06/2023	03/15/2023	200.07	12/23	100-24-14-5435-210
Total L09070 03/15/23:					200.07		
L09070 07/2	1	Invoice	CM 07/17/23	07/25/2023	319.20	02/24	100-24-14-5435-210
Total L09070 07/25/23:					319.20		
L8105 05/06/	1	Invoice	WAGE RESOLUTION/2021 WAGES	05/06/2022	41.79	12/23	100-24-12-5430-210
L8105 05/06/	2	Invoice	WAGE RESOLUTION/2021 WAGES	05/06/2022	114.92	12/23	601-23-81-5930-210
L8105 05/06/	3	Invoice	WAGE RESOLUTION/2021 WAGES	05/06/2022	26.12	12/23	602-23-81-5930-210
L8105 05/06/	4	Invoice	WAGE RESOLUTION/2021 WAGES	05/06/2022	26.12	12/23	603-23-81-5930-210
Total L8105 05/06/2022:					208.95		
L8609 10/21/	1	Invoice	ORD 2022-1861 BUILDING CODES	10/21/2022	316.20	12/23	100-21-18-5190-210
Total L8609 10/21/22:					316.20		
L90014 03/0	1	Invoice	PH NOTICE - AMI METERING	03/02/2023	16.70	12/23	601-23-52-5588-871
L90014 03/0	2	Invoice	PH NOTICE - AMI METERING	03/02/2023	16.69	12/23	602-23-62-5935-870
L90014 03/0	3	Invoice	SET PH - LEHIGH-WEBSTER	03/02/2023	57.24	12/23	601-23-52-5588-210
Total L90014 03/02/2023:					90.63		
L90014 06/2	1	Invoice	NOTICE - RFP TRASH/RECYCLING	06/27/2023	4.72	12/23	100-24-30-5380-210

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
L90014 06/2	2	Invoice	NOTICE - RFP TRASH/RECYCLING	06/27/2023	4.72	12/23	601-24-30-5380-210
L90014 06/2	3	Invoice	NOTICE - RFP TRASH/RECYCLING	06/27/2023	4.72	12/23	602-24-30-5380-210
L90014 06/2	4	Invoice	NOTICE - RFP TRASH/RECYCLING	06/27/2023	4.71	12/23	603-24-30-5380-210
Total L90014 06/27/2023:					18.87		
L90014 07/0	1	Invoice	PH NOTICE - GENERATORS - PROJ#9-23-014	07/05/2023	45.39	02/24	603-23-70-5653-515
Total L90014 07/05/2023:					45.39		
L90014 07/1	1	Invoice	PH NOTICE - DISP OF PROPERTY-WC DAYC	07/10/2023	26.50	02/24	100-23-36-5397-213
Total L90014 07/10/2023:					26.50		
L90014 07/11	1	Invoice	ORD 2023-1867 AMEND PERMITS & PLAN RE	07/11/2023	22.00	01/24	100-24-18-5470-210
Total L90014 07/11/23:					22.00		
L90014 7/28/	1	Invoice	SET PH-P&Z, SOLAR ORD	07/28/2023	26.00	01/24	100-24-18-5470-210
Total L90014 7/28/23:					26.00		
Total DAILY FREEMAN JOURNAL, INC. (211):					2,151.30		
DELL MARKETING L.P. (221)							
1069018602	1	Invoice	REPLACEMENT LAPTOP FOR BETH	08/05/2023	221.74	01/24	100-24-16-5420-317
1069018602	2	Invoice	REPLACEMENT LAPTOP FOR BETH	08/05/2023	813.02	01/24	601-24-16-5921-317
1069018602	3	Invoice	REPLACEMENT LAPTOP FOR BETH	08/05/2023	221.74	01/24	602-24-16-5921-317
1069018602	4	Invoice	REPLACEMENT LAPTOP FOR BETH	08/05/2023	221.74	01/24	603-24-16-5921-317
Total 10690186026:					1,478.24		
1069094801	1	Invoice	DELL DOCK FOR BETH'S NEW LAPTOP	08/09/2023	35.86	02/24	100-24-16-5420-317
1069094801	2	Invoice	DELL DOCK FOR BETH'S NEW LAPTOP	08/09/2023	131.49	02/24	601-24-16-5921-317
1069094801	3	Invoice	DELL DOCK FOR BETH'S NEW LAPTOP	08/09/2023	35.86	02/24	602-24-16-5921-317
1069094801	4	Invoice	DELL DOCK FOR BETH'S NEW LAPTOP	08/09/2023	35.86	02/24	603-24-16-5921-317
Total 10690948013:					239.07		
Total DELL MARKETING L.P. (221):					1,717.31		
DESIGNER GRAPHIX PLUS, INC (1214)							
2023-139	1	Invoice	LOGO ON TEES & HATS	08/07/2023	20.00	02/24	100-22-42-5233-130
Total 2023-139:					20.00		
2023-146	1	Invoice	UNIFORMS FOR FIRE CADETS	08/10/2023	95.00	02/24	100-21-22-5140-312
Total 2023-146:					95.00		
Total DESIGNER GRAPHIX PLUS, INC (1214):					115.00		
DINGES FIRE COMPANY (7782)							
37238	1	Invoice	FIRE GLOVES (REC'D INVOICE 8/7/23)	02/15/2023	102.38	12/23	100-21-22-5140-312
Total 37238:					102.38		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total DINGES FIRE COMPANY (7782):					102.38		
DON'S PEST CONTROL (3349)							
6457	1	Invoice	PEST CONTROL/WATER PLANT	08/14/2023	50.00	02/24	602-23-61-5651-299
Total 6457:					50.00		
Total DON'S PEST CONTROL (3349):					50.00		
EMPLOYEE BENEFIT SYSTEMS (4707)							
000039336	1	Invoice	HEALTH INSURANCE - SEPT 2023	08/06/2023	5,362.00	02/24	902-11100
000039336	2	Invoice	HEALTH INSURANCE - SEPT 2023	08/06/2023	110,228.98	02/24	902-11215
Total 000039336:					115,590.98		
Total EMPLOYEE BENEFIT SYSTEMS (4707):					115,590.98		
FIRE SERVICE TRAINING BUREAU (294)							
240163	1	Invoice	FIREFIGHTER I TESTING-WAGNER	08/03/2023	50.00	02/24	100-21-22-5140-231
Total 240163:					50.00		
Total FIRE SERVICE TRAINING BUREAU (294):					50.00		
FLETCHER-REINHARDT SERVICE COMPANY (305)							
106152	1	Invoice	BATTERIES FOR RECLOSURES	08/02/2023	584.57	02/24	601-23-52-5588-318
Total 106152:					584.57		
Total FLETCHER-REINHARDT SERVICE COMPANY (305):					584.57		
GALLS, LLC - DBA CARPENTER UNIFORM (331)							
025095886	1	Invoice	LG POLO SHIRT WITH EMBROIDERY-WATKI	07/18/2023	82.32	01/24	100-21-21-5110-312
Total 025095886:					82.32		
025239036	1	Invoice	OFFICER SHIRT & PANTS - #683	08/01/2023	202.97	02/24	100-21-21-5110-312
Total 025239036:					202.97		
025239037	1	Invoice	VALSETZ BOOTS - #683	08/01/2023	114.75	02/24	100-21-21-5110-312
Total 025239037:					114.75		
Total GALLS, LLC - DBA CARPENTER UNIFORM (331):					400.04		
GERBER AUTO ELECTRIC (342)							
142355	1	Invoice	BATTERY - TRUCK #5	08/04/2023	385.09	02/24	601-23-52-5935-314
Total 142355:					385.09		
Total GERBER AUTO ELECTRIC (342):					385.09		
GLASCOCK, MARK (7793)							
081423	1	Invoice	REIMBURSEMENT FOR SENIOR TRIP ROLLS	08/14/2023	47.46	02/24	100-22-42-5233-318
Total 081423:					47.46		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total GLASCOCK, MARK (7793):					47.46		
GORDON FLESCH COMPANY (6978)							
IN14311863	1	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	08/06/2023	11.40	02/24	100-24-12-5430-225
IN14311863	2	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	08/06/2023	31.35	02/24	601-23-81-5931-225
IN14311863	3	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	08/06/2023	7.13	02/24	602-23-81-5931-225
IN14311863	4	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	08/06/2023	7.13	02/24	603-23-81-5931-225
IN14311863	5	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	08/06/2023	5.13	02/24	100-24-14-5435-225
IN14311863	6	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	08/06/2023	37.05	02/24	601-23-80-5931-225
IN14311863	7	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	08/06/2023	11.40	02/24	602-23-80-5931-225
IN14311863	8	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	08/06/2023	3.42	02/24	603-23-80-5931-225
IN14311863	9	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	08/06/2023	4.85	02/24	100-24-30-5380-225
IN14311863	10	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	08/06/2023	4.84	02/24	601-24-30-5380-225
IN14311863	11	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	08/06/2023	4.84	02/24	602-24-30-5380-225
IN14311863	12	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	08/06/2023	4.84	02/24	603-24-30-5380-225
IN14311863	13	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	08/06/2023	18.81	02/24	100-21-18-5190-225
IN14311863	14	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	08/06/2023	18.81	02/24	100-24-18-5470-225
Total IN14311863:					171.00		
Total GORDON FLESCH COMPANY (6978):					171.00		
GRAHAM TIRE OF FORT DODGE (351)							
220017156	1	Invoice	O RING, OUT OF TOWN SERVICE CALL-STR	07/27/2023	207.94	01/24	204-23-30-5310-227
Total 220017156:					207.94		
Total GRAHAM TIRE OF FORT DODGE (351):					207.94		
GROWMARK (7174)							
432162	1	Invoice	PROPANE TANK RENTAL	07/29/2023	50.00	01/24	100-23-42-5371-225
Total 432162:					50.00		
Total GROWMARK (7174):					50.00		
HABHAB CONSTRUCTION, INC. (361)							
377	1	Invoice	2023 PANEL REPLACEMENT	08/02/2023	53,039.61	12/23	204-23-30-5310-299
Total 377:					53,039.61		
Total HABHAB CONSTRUCTION, INC. (361):					53,039.61		
HAGLUND, DENISE (7623)							
080323	1	Invoice	MILEAGE REIMBURSEMENT - IUB MEETING	08/03/2023	9.02	02/24	100-24-14-5435-231
080323	2	Invoice	MILEAGE REIMBURSEMENT - IUB MEETING	08/03/2023	65.14	02/24	601-23-80-5926-231
080323	3	Invoice	MILEAGE REIMBURSEMENT - IUB MEETING	08/03/2023	20.04	02/24	602-23-80-5926-231
080323	4	Invoice	MILEAGE REIMBURSEMENT - IUB MEETING	08/03/2023	6.02	02/24	603-23-80-5926-231
Total 080323:					100.22		
Total HAGLUND, DENISE (7623):					100.22		
HANSEN, MITCHELL (7785)							
080723	1	Invoice	CUSTOMER DEPOIST REFUND	08/07/2023	61.34	02/24	601-21011
Total 080723:					61.34		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total HANSEN, MITCHELL (7785):					61.34		
HAWKINS, INC. (3668)							
6543155	1	Invoice	CHLORINE/LPC-DP/LPC-AM/SODIUM ALUMI	08/03/2023	12,318.77	02/24	602-23-61-5641-318
Total 6543155:					12,318.77		
Total HAWKINS, INC. (3668):					12,318.77		
HEWETT WHOLESALE INC. (6097)							
192931	1	Invoice	OD POOL CONCESSIONS	07/13/2023	781.46	01/24	100-22-42-5242-323
Total 192931:					781.46		
193310	1	Invoice	OD POOL CONCESSIONS	07/20/2023	1,115.25	01/24	100-22-42-5242-323
Total 193310:					1,115.25		
193679	1	Invoice	OD POOL CONCESSIONS	07/27/2023	1,431.36	01/24	100-22-42-5242-323
Total 193679:					1,431.36		
Total HEWETT WHOLESALE INC. (6097):					3,328.07		
HOLMES MURPHY & ASSOCIATES, LLC (5556)							
721950	1	Invoice	HOLMES MURPHY FEES-SEPT 2023	08/08/2023	2,415.00	02/24	902-11215
Total 721950:					2,415.00		
Total HOLMES MURPHY & ASSOCIATES, LLC (5556):					2,415.00		
HOTSY EQUIPMENT COMPANY, INC. (411)							
64290	1	Invoice	MISC SHOP SUPPLIES	07/24/2023	725.79	01/24	204-23-30-5310-318
Total 64290:					725.79		
Total HOTSY EQUIPMENT COMPANY, INC. (411):					725.79		
HY-VEE ACCOUNTS RECEIVABLE (424)							
995201	1	Invoice	WWTP TEAM MEETING	08/08/2023	9.98	02/24	603-23-70-5642-318
Total 995201:					9.98		
Total HY-VEE ACCOUNTS RECEIVABLE (424):					9.98		
inTANDEM (6526)							
2423	1	Invoice	AMI - WEBSITE DEVELOPMENT	08/09/2023	125.00	02/24	601-23-52-5588-871
2423	2	Invoice	AMI - WEBSITE DEVELOPMENT	08/09/2023	125.00	02/24	602-23-62-5935-870
Total 2423:					250.00		
Total inTANDEM (6526):					250.00		
IOWA COMMUNICATIONS NETWORK (7419)							
677328	1	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	08/07/2023	45.20	01/24	100-24-16-5420-299
677328	2	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	08/07/2023	45.20	01/24	204-24-16-5930-299
677328	3	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	08/07/2023	45.20	01/24	601-24-16-5935-299
677328	4	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	08/07/2023	45.20	01/24	602-24-16-5935-299

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
677328	5	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	08/07/2023	45.20	01/24	603-24-16-5935-299
Total 677328:					226.00		
Total IOWA COMMUNICATIONS NETWORK (7419):					226.00		
IOWA ONE CALL (485)							
252565	1	Invoice	ONE CALL SERVICES	07/24/2023	111.44	01/24	601-23-52-5930-299
252565	2	Invoice	ONE CALL SERVICES	07/24/2023	83.53	01/24	602-23-62-5662-299
252565	3	Invoice	ONE CALL SERVICES	07/24/2023	83.53	01/24	603-23-71-5662-299
Total 252565:					278.50		
Total IOWA ONE CALL (485):					278.50		
IOWA STATE UNIVERSITY (495)							
081023	1	Invoice	2023 IOWA STREETS & ROADS WORKSHOP	08/10/2023	55.00	02/24	100-24-30-5380-231
081023	2	Invoice	2023 IOWA STREETS & ROADS WORKSHOP	08/10/2023	55.00	02/24	601-24-30-5380-231
081023	3	Invoice	2023 IOWA STREETS & ROADS WORKSHOP	08/10/2023	55.00	02/24	602-24-30-5380-231
081023	4	Invoice	2023 IOWA STREETS & ROADS WORKSHOP	08/10/2023	55.00	02/24	603-24-30-5380-231
Total 081023:					220.00		
Total IOWA STATE UNIVERSITY (495):					220.00		
K.C. NIELSEN, LTD (6609)							
10605474	1	Invoice	FILTER ELEMENT/AIR FILTERS-CEMETERY #	07/17/2023	136.91	01/24	204-23-30-5310-314
Total 10605474:					136.91		
10609348	1	Invoice	SERVICE RIDING LAWN MOWER-AIRPORT	07/31/2023	105.65	01/24	205-23-45-5372-314
Total 10609348:					105.65		
10609942	1	Invoice	TRIMMER PARTS-WWTP	08/02/2023	44.48	02/24	603-23-70-5935-315
Total 10609942:					44.48		
Total K.C. NIELSEN, LTD (6609):					287.04		
KEYSTONE LABORATORIES, INC (5979)							
NT2312337	1	Invoice	WASTEWATER TESTING	08/09/2023	1,119.75	02/24	603-23-70-5923-212
Total NT2312337:					1,119.75		
Total KEYSTONE LABORATORIES, INC (5979):					1,119.75		
KIESLER'S POLICE SUPPLY, INC. (5763)							
IN220310	1	Invoice	1 CASE 40S&W AMMO	07/28/2023	387.72	01/24	100-21-21-5110-318
Total IN220310:					387.72		
IN220852	1	Invoice	1 CASE 40S&W AMMO, 2 CASES SLUGS	08/07/2023	814.17	02/24	100-21-21-5110-318
Total IN220852:					814.17		
Total KIESLER'S POLICE SUPPLY, INC. (5763):					1,201.89		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
KQWC RADIO STATION (553)							
0068 08/01/2	1	Invoice	RECYCLING ADS	08/01/2023	162.84	01/24	100-23-30-5340-235
Total 0068 08/01/23:					162.84		
Total KQWC RADIO STATION (553):					162.84		
KUNZ, JENEEN (7788)							
081123	1	Invoice	METER DEPOSIT REFUND	08/11/2023	250.00	02/24	601-21011
Total 081123:					250.00		
Total KUNZ, JENEEN (7788):					250.00		
LAMPERT LUMBER (564)							
1910714	1	Invoice	2 - PIECES OF LARCH FIR LUMBER	07/24/2023	42.46	01/24	204-23-30-5330-318
1910714	2	Invoice	2 - PIECES OF LARCH FIR LUMBER	07/24/2023	12.93	01/24	602-23-62-5662-318
1910714	3	Invoice	2 - PIECES OF LARCH FIR LUMBER	07/24/2023	6.16	01/24	603-23-71-5662-318
Total 1910714:					61.55		
1929208	1	Invoice	6 - 7/16"x12"x16" HARDBOARD-WATER MAIN	08/01/2023	158.76	02/24	602-23-62-5662-318
Total 1929208:					158.76		
1948891	1	Invoice	3 ROLLS 6x50 FOAM EXPANSION	08/10/2023	62.07	02/24	204-23-30-5330-318
1948891	2	Invoice	3 ROLLS 6x50 FOAM EXPANSION	08/10/2023	18.89	02/24	602-23-62-5662-318
1948891	3	Invoice	3 ROLLS 6x50 FOAM EXPANSION	08/10/2023	9.01	02/24	603-23-71-5662-318
Total 1948891:					89.97		
Total LAMPERT LUMBER (564):					310.28		
LAW ENFORCEMENT RISK MANAGEMENT GROUP (7790)							
236149	1	Invoice	ONLINE SEMINAR - #682	08/08/2023	200.00	02/24	100-21-21-5110-231
Total 236149:					200.00		
Total LAW ENFORCEMENT RISK MANAGEMENT GROUP (7790):					200.00		
MCFARLAND, CHARLES (7786)							
080823	1	Invoice	REIMBURSEMENT FOR SAFETY GLASSES	08/08/2023	60.00	02/24	100-23-42-5371-312
Total 080823:					60.00		
Total MCFARLAND, CHARLES (7786):					60.00		
MECHANICAL COMFORT, INC. (618)							
47974	1	Invoice	REPAIRS TO HPS	07/23/2023	219.45	01/24	100-24-36-5480-226
47974	2	Invoice	REPAIRS TO HPS	07/23/2023	156.75	01/24	601-23-36-5480-226
47974	3	Invoice	REPAIRS TO HPS	07/23/2023	125.40	01/24	602-23-36-5480-226
47974	4	Invoice	REPAIRS TO HPS	07/23/2023	125.40	01/24	603-23-36-5480-226
Total 47974:					627.00		
Total MECHANICAL COMFORT, INC. (618):					627.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
MEDCO SUPPLY COMPANY (604)							
IN96681431	1	Invoice	COLD PACKS	08/09/2023	29.99	02/24	100-22-42-5233-319
Total IN96681431:					29.99		
Total MEDCO SUPPLY COMPANY (604):					29.99		
MHC KENWORTH (7673)							
T0110560032	1	Invoice	BRAKE KIT, CORE CHARG-STR 23	07/28/2023	408.96	01/24	204-23-30-5310-314
Total T01105600324892:					408.96		
T0110560032	1	Invoice	BRAKE KIT - STR32	07/28/2023	443.38	01/24	204-23-30-5310-314
Total T01105600324895:					443.38		
Total MHC KENWORTH (7673):					852.34		
MIDAMERICAN ENERGY (629)							
542356581	1	Invoice	BOOSTER STATION ELECTRICITY	07/28/2023	190.16	01/24	602-23-62-5662-237
Total 542356581:					190.16		
Total MIDAMERICAN ENERGY (629):					190.16		
MIDAS COUNCIL OF GOVERNMENT (631)							
0723135	1	Invoice	FY 2024 PLANNING SECTION ANNUAL DUES	07/01/2023	8,753.10	01/24	100-24-18-5470-215
Total 0723135:					8,753.10		
081623	1	Invoice	CDBG RLF ADMIN - JAN 2022	08/16/2023	65.00	12/23	220-23-36-5391-299
081623	2	Invoice	CDBG RLF ADMIN - FEB 2022	08/16/2023	234.00	12/23	220-23-36-5391-299
081623	3	Invoice	CDBG RLF ADMIN - APR 2022	08/16/2023	13.00	12/23	220-23-36-5391-299
081623	4	Invoice	CDBG RLF ADMIN - MAY 2022	08/16/2023	85.00	12/23	220-23-36-5391-299
081623	5	Invoice	CDBG RLF ADMIN - JUNE 2022	08/16/2023	40.00	12/23	220-23-36-5391-299
081623	6	Invoice	CDBG RLF ADMIN - JULY 2022	08/16/2023	16.00	12/23	220-23-36-5391-299
081623	7	Invoice	CDBG RLF ADMIN - AUG 2022	08/16/2023	83.00	12/23	220-23-36-5391-299
081623	8	Invoice	CDBG RLF ADMIN - OCT 2022	08/16/2023	12.00	12/23	220-23-36-5391-299
081623	9	Invoice	CDBG RLF ADMIN CORRECTIONS - JULY-AU	08/16/2023	23.00	12/23	220-23-36-5391-299
081623	10	Invoice	CDBG RLF ADMIN CORRECTIONS - JULY-FE	08/16/2023	457.00	12/23	220-23-36-5391-299
081623	11	Invoice	CDBG RLF ADMIN - APR 2023	08/16/2023	30.00	12/23	220-23-36-5391-299
081623	12	Invoice	CDBG RLF ADMIN - MAY 2023	08/16/2023	184.00	12/23	220-23-36-5391-299
081623	13	Invoice	CDBG RLF ADMIN - JUNE 2023	08/16/2023	41.00	12/23	220-23-36-5391-299
Total 081623:					1,283.00		
Total MIDAS COUNCIL OF GOVERNMENT (631):					10,036.10		
MIDWEST LIFT WORKS (7567)							
3185	1	Invoice	ANNUAL LIFT INSPECTION	08/07/2023	897.84	02/24	204-23-30-5310-314
Total 3185:					897.84		
Total MIDWEST LIFT WORKS (7567):					897.84		
MISSISSIPPI LIME COMPANY (652)							
1683351	1	Invoice	QUICKLIME 23.72 7/31/23	07/31/2023	6,546.72	01/24	602-23-61-5641-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 1683351:					6,546.72		
1683942	1	Invoice	QUICKLIME 25.12TN 8/03/23	08/03/2023	6,933.12	02/24	602-23-61-5641-318
Total 1683942:					6,933.12		
Total MISSISSIPPI LIME COMPANY (652):					13,479.84		
MOORE CLEANING SERVICE, LLC (2902)							
081023	1	Invoice	CLEANING SERVICES FOR CITY HALL	08/10/2023	455.00	02/24	100-24-36-5480-299
081023	2	Invoice	CLEANING SERVICES FOR CITY HALL	08/10/2023	325.00	02/24	601-23-36-5480-299
081023	3	Invoice	CLEANING SERVICES FOR CITY HALL	08/10/2023	260.00	02/24	602-23-36-5480-299
081023	4	Invoice	CLEANING SERVICES FOR CITY HALL	08/10/2023	260.00	02/24	603-23-36-5480-299
Total 081023:					1,300.00		
Total MOORE CLEANING SERVICE, LLC (2902):					1,300.00		
MUNICIPAL SUPPLY, INC. (672)							
0879605-IN	1	Invoice	5-1/4" IOWA HYDRANT TRAFFICE REPAIR KI	07/31/2023	467.90	01/24	602-23-62-5662-318
Total 0879605-IN:					467.90		
Total MUNICIPAL SUPPLY, INC. (672):					467.90		
MURPHY TRACTOR & EQUIPMENT CO. (1429)							
2077825	1	Invoice	JD PARTS	08/03/2023	1,094.04	02/24	204-23-30-5310-314
Total 2077825:					1,094.04		
Total MURPHY TRACTOR & EQUIPMENT CO. (1429):					1,094.04		
NAPA AUTO PARTS (677)							
968651	1	Invoice	TRI POWER V BELT - WWTP	07/27/2023	26.99	01/24	603-23-70-5935-315
Total 968651:					26.99		
968947	1	Invoice	SUPPLIES FOR STR SHOP	08/01/2023	337.15	02/24	204-23-30-5310-314
Total 968947:					337.15		
968948	1	Invoice	SUPPLIES- STR 7	08/01/2023	284.03	02/24	204-23-30-5310-314
Total 968948:					284.03		
969363	1	Invoice	SUPPLIES MTR 9,PD 6,STR 8,FIRE34 & STR	08/09/2023	842.51	02/24	204-23-30-5310-314
Total 969363:					842.51		
969364	1	Invoice	SHOP STOCK SUPPLIES-STREET	08/09/2023	41.95	02/24	204-23-30-5310-314
Total 969364:					41.95		
969649	1	Invoice	ALTERNATOR BEARING	08/14/2023	32.99	02/24	100-22-42-5210-314
Total 969649:					32.99		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total NAPA AUTO PARTS (677):					1,565.62		
O'HALLORAN INTERNATIONAL, INC. (718)							
XA10000799	1	Invoice	SEAL OIL PUMP, GASKET PUMP-STR 7	08/02/2023	73.14	02/24	204-23-30-5310-314
Total XA100007991:01:					73.14		
XA10000828	1	Invoice	SEAL, BOLT W/SEAL, BOLT HEAD-STR 7	08/04/2023	29.88	02/24	204-23-30-5310-314
Total XA100008289:01:					29.88		
XA10300059	1	Invoice	SEAL KIT, FRONT OIL SEAL-STR 7	08/04/2023	175.77	02/24	204-23-30-5310-314
Total XA103000592:01:					175.77		
Total O'HALLORAN INTERNATIONAL, INC. (718):					278.79		
OPG-3 INC. (6482)							
6998	1	Invoice	LASERFICHE SUBSCRIPTIONS	08/01/2023	465.00	02/24	100-24-16-5420-215
6998	2	Invoice	LASERFICHE SUBSCRIPTIONS	08/01/2023	1,705.00	02/24	601-24-16-5930-215
6998	3	Invoice	LASERFICHE SUBSCRIPTIONS	08/01/2023	465.00	02/24	602-24-16-5930-215
6998	4	Invoice	LASERFICHE SUBSCRIPTIONS	08/01/2023	465.00	02/24	603-24-16-5930-215
Total 6998:					3,100.00		
Total OPG-3 INC. (6482):					3,100.00		
O'REILLY AUTOMOTIVE, INC. (727)							
0357-165378	1	Invoice	CAR FOGGER-PD #4	08/07/2023	6.99	02/24	100-21-21-5110-314
Total 0357-165378:					6.99		
Total O'REILLY AUTOMOTIVE, INC. (727):					6.99		
P & P ELECTRIC (2978)							
16373	1	Invoice	5uf 370 VOLT CAPACITOR(SWEAZY SUB)	06/26/2023	18.09	12/23	601-23-51-5566-318
Total 16373:					18.09		
Total P & P ELECTRIC (2978):					18.09		
PAGEL REPAIR (3497)							
8423-7	1	Invoice	REPLACE FRONT/BACK LOCKS	08/04/2023	1,213.00	02/24	100-21-22-5140-226
Total 8423-7:					1,213.00		
892023-2	1	Invoice	32x46 SCREEN REPAIR	08/09/2023	46.20	02/24	100-22-42-5221-318
Total 892023-2:					46.20		
Total PAGEL REPAIR (3497):					1,259.20		
PFM FINANCIAL ADVISORS LLC (7566)							
126403	1	Invoice	FY23 MUNICIPAL ADVISOR SERVICES	08/04/2023	900.00	12/23	100-24-14-5435-212
126403	2	Invoice	FY23 MUNICIPAL ADVISOR SERVICES	08/04/2023	6,500.00	12/23	601-23-80-5923-212
126403	3	Invoice	FY23 MUNICIPAL ADVISOR SERVICES	08/04/2023	2,000.00	12/23	602-23-80-5923-212
126403	4	Invoice	FY23 MUNICIPAL ADVISOR SERVICES	08/04/2023	600.00	12/23	603-23-80-5923-212

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 126403:					10,000.00		
Total PFM FINANCIAL ADVISORS LLC (7566):					10,000.00		
PLUMB SUPPLY CO. INC. (761)							
8890879	1	Invoice	WATER FILL STATION - E TWIN (Delta)	07/25/2023	6,105.22	01/24	100-22-42-5210-880
8890879	2	Invoice	WATER FILL STATION - E TWIN (Delta)	07/25/2023	1,002.13	01/24	100-22-42-5210-880
Total 8890879:					7,107.35		
Total PLUMB SUPPLY CO. INC. (761):					7,107.35		
PRAIRIE ENERGY COOPERATIVE (768)							
22685 08/07/	1	Invoice	AIRPORT ELECTRICITY/FIVE METERS	08/07/2023	503.84	02/24	205-23-45-5372-237
Total 22685 08/07/23:					503.84		
Total PRAIRIE ENERGY COOPERATIVE (768):					503.84		
RELIABLE1 HEATING / AC / PLUMBING (6716)							
33242752	1	Invoice	CLEANED 3 PLUGGED CONDENSER COILS	07/20/2023	2,910.93	01/24	603-23-70-5652-226
Total 33242752:					2,910.93		
Total RELIABLE1 HEATING / AC / PLUMBING (6716):					2,910.93		
ROCKMOUNT RESEARCH & ALLOYS, INC. (5138)							
1280266	1	Invoice	COMBO PACK - STREET SHOP	08/03/2023	334.03	02/24	204-23-30-5310-314
Total 1280266:					334.03		
Total ROCKMOUNT RESEARCH & ALLOYS, INC. (5138):					334.03		
SCHLOTFELDT ENGINEERING, INC. (836)							
28663	1	Invoice	WB COURTHOUSE (50% AGMT)	06/27/2023	3,250.00	12/23	534-23-42-5221-212
Total 28663:					3,250.00		
Total SCHLOTFELDT ENGINEERING, INC. (836):					3,250.00		
SIOUX SALES COMPANY (5795)							
194009	1	Invoice	3 - S&W PISTOLS	08/01/2023	1,364.95	02/24	100-21-21-5110-312
Total 194009:					1,364.95		
Total SIOUX SALES COMPANY (5795):					1,364.95		
SMITTY'S LAWN & LANDSCAPE (7768)							
138697	1	Invoice	MULCH FOR CITY HALL	06/26/2023	70.00	12/23	100-24-36-5480-318
138697	2	Invoice	MULCH FOR CITY HALL	06/26/2023	50.00	12/23	601-23-36-5480-318
138697	3	Invoice	MULCH FOR CITY HALL	06/26/2023	40.00	12/23	602-23-36-5480-318
138697	4	Invoice	MULCH FOR CITY HALL	06/26/2023	40.00	12/23	603-23-36-5480-318
Total 138697:					200.00		
Total SMITTY'S LAWN & LANDSCAPE (7768):					200.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
STATE HYGIENIC LABORATORY (423)							
261711	1	Invoice	WASTEWATER TESTING	07/31/2023	985.00	01/24	603-23-70-5923-212
Total 261711:					985.00		
261712	1	Invoice	WATER PLANT TESTING	07/31/2023	778.50	01/24	602-23-61-5651-299
Total 261712:					778.50		
Total STATE HYGIENIC LABORATORY (423):					1,763.50		
STEIN HEATING & COOLING, INC. (5576)							
14096	1	Invoice	SERVICE CALL FURNACE-AIRPORT	10/19/2022	169.83	12/23	205-23-45-5372-226
Total 14096:					169.83		
15434	1	Invoice	BREWER CREEK SHELTER	08/10/2023	156.78	02/24	100-23-42-5371-310
Total 15434:					156.78		
Total STEIN HEATING & COOLING, INC. (5576):					326.61		
STEVENSON, DANE (7787)							
080223	1	Invoice	METER RELOCATION REBATE	08/02/2023	500.00	02/24	601-23-51-5930-982
Total 080223:					500.00		
Total STEVENSON, DANE (7787):					500.00		
SURVEYING & MAPPING, LLC (7245)							
15404	1	Invoice	GIS TECH SUPPORT - CREATE LAYER FOR I	08/15/2023	75.00	02/24	100-23-31-5420-318
15404	2	Invoice	GIS TECH SUPPORT - CREATE LAYER FOR I	08/15/2023	75.00	02/24	601-23-31-5420-318
15404	3	Invoice	GIS TECH SUPPORT - CREATE LAYER FOR I	08/15/2023	75.00	02/24	602-23-31-5420-318
15404	4	Invoice	GIS TECH SUPPORT - CREATE LAYER FOR I	08/15/2023	75.00	02/24	603-23-31-5420-318
Total 15404:					300.00		
Total SURVEYING & MAPPING, LLC (7245):					300.00		
THE IOWA OUTDOORS STORE, LLC (7104)							
7255/1	1	Invoice	CEMETERY TRIMMER	08/04/2023	94.54	02/24	100-23-42-5371-314
Total 7255/1:					94.54		
Total THE IOWA OUTDOORS STORE, LLC (7104):					94.54		
THE TRASHMAN, LLC (943)							
745-1814	1	Invoice	TRASH SERVICE/FUEL SURCHARGE	07/31/2023	26.95	01/24	100-24-36-5480-236
745-1814	2	Invoice	TRASH SERVICE/FUEL SURCHARGE	07/31/2023	19.25	01/24	601-23-36-5480-236
745-1814	3	Invoice	TRASH SERVICE/FUEL SURCHARGE	07/31/2023	15.40	01/24	602-23-36-5480-236
745-1814	4	Invoice	TRASH SERVICE/FUEL SURCHARGE	07/31/2023	15.40	01/24	603-23-36-5480-236
745-1814	5	Invoice	TRASH SERVICE/FUEL SURCHARGE	07/31/2023	77.00	01/24	100-22-42-5280-236
745-1814	6	Invoice	TRASH SERVICE/FUEL SURCHARGE	07/31/2023	44.00	01/24	204-23-30-5310-236
745-1814	7	Invoice	TRASH SERVICE/FUEL SURCHARGE	07/31/2023	16.50	01/24	100-21-22-5140-236
745-1814	8	Invoice	TRASH SERVICE/FUEL SURCHARGE	07/31/2023	77.00	01/24	100-22-42-5233-236
745-1814	9	Invoice	TRASH SERVICE/FUEL SURCHARGE	07/31/2023	44.00	01/24	601-23-52-5588-236
745-1814	10	Invoice	TRASH SERVICE/FUEL SURCHARGE	07/31/2023	44.00	01/24	603-23-70-5642-236
745-1814	11	Invoice	TRASH SERVICE/FUEL SURCHARGE	07/31/2023	44.00	01/24	100-22-42-5210-236

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
745-1814	12	Invoice	TRASH SERVICE/FUEL SURCHARGE	07/31/2023	44.00	01/24	602-23-61-5642-236
745-1814	13	Invoice	TRASH SERVICE/FUEL SURCHARGE	07/31/2023	88.00	01/24	100-22-42-5242-236
745-1814	14	Invoice	TRASH SERVICE/FUEL SURCHARGE	07/31/2023	44.00	01/24	205-23-45-5372-236
Total 745-1814:					599.50		
745-1815	1	Invoice	DROP BOX CHARGES/EXTRA SVC	07/31/2023	324.00	01/24	100-23-30-5340-235
Total 745-1815:					324.00		
745-1816	1	Invoice	CEMETERY ROLL OFF	07/31/2023	374.16	01/24	100-23-42-5371-236
Total 745-1816:					374.16		
745-1817	1	Invoice	CURB RECYCLING - JULY 2023	08/01/2023	13,062.51	01/24	100-23-30-5340-235
Total 745-1817:					13,062.51		
Total THE TRASHMAN, LLC (943):					14,360.17		
TIMMONS, NANCY (7538)							
060623	1	Invoice	CB ENERGY EFFICIENCY REBATE	06/06/2023	25.00	12/23	601-23-53-5930-979
Total 060623:					25.00		
Total TIMMONS, NANCY (7538):					25.00		
TMI SERVICES, INC. (954)							
14902	1	Invoice	HANDICAP PORTABLE TOILET RENTAL-MUL	08/02/2023	130.00	01/24	100-22-42-5221-225
14902	2	Invoice	PORTABLE TOILET RENTALS-LIONS/WEHRH	08/02/2023	285.00	01/24	100-22-42-5210-225
Total 14902:					415.00		
Total TMI SERVICES, INC. (954):					415.00		
TRUCK CENTER COMPANIES (7383)							
XA30134336	1	Invoice	SCREW CAP/WASHER - STR 23	07/27/2023	9.56	01/24	204-23-30-5310-314
Total XA301343360:01:					9.56		
XA30134336	1	Invoice	SCREW CAP - STR 23	07/31/2023	16.32	01/24	204-23-30-5310-314
Total XA301343360:02:					16.32		
Total TRUCK CENTER COMPANIES (7383):					25.88		
UNITED COOPERATIVE (979)							
06901	1	Invoice	GAS REPORT	07/10/2023	1,323.07	01/24	100-21-21-5110-315
06901	2	Invoice	GAS REPORT	07/10/2023	34.07	01/24	100-21-22-5140-315
06901	3	Invoice	GAS REPORT	07/10/2023	277.41	01/24	204-23-30-5310-315
06901	4	Invoice	GAS REPORT	07/10/2023	95.95	01/24	603-23-70-5935-315
06901	5	Invoice	GAS REPORT	07/10/2023	82.77	01/24	602-23-61-5935-315
06901	6	Invoice	GAS REPORT	07/10/2023	7.26	01/24	603-23-80-5926-232
06901	7	Invoice	GAS REPORT	07/10/2023	409.84	01/24	601-23-52-5935-315
06901	8	Invoice	GAS REPORT	07/10/2023	27.16	01/24	100-21-18-5190-315
06901	9	Invoice	GAS REPORT	07/10/2023	56.65	01/24	601-23-80-5935-315
06901	10	Invoice	GAS REPORT	07/10/2023	56.65	01/24	602-23-80-5935-315
06901	11	Invoice	GAS REPORT	07/10/2023	47.57	01/24	100-22-42-5233-315

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
06901	12	Invoice	GAS REPORT	07/10/2023	238.75	01/24	100-22-42-5210-315
06901	13	Invoice	GAS REPORT	07/10/2023	238.75	01/24	100-23-42-5371-315
06901	14	Invoice	GAS REPORT	07/10/2023	422.24	01/24	100-24-14-5435-315
Total 06901:					3,318.14		
08676	1	Invoice	PROPANE FILL-FIRE DEPT	08/03/2023	300.00	02/24	100-21-22-5140-310
Total 08676:					300.00		
10533	1	Invoice	GAS REPORT	07/18/2023	1,598.12	01/24	100-21-21-5110-315
10533	2	Invoice	GAS REPORT	07/18/2023	639.49	01/24	204-23-30-5310-315
10533	3	Invoice	GAS REPORT	07/18/2023	124.65	01/24	603-23-70-5935-315
10533	4	Invoice	GAS REPORT	07/18/2023	135.49	01/24	602-23-61-5935-315
10533	5	Invoice	GAS REPORT	07/18/2023	59.01	01/24	100-21-18-5190-315
10533	6	Invoice	GAS REPORT	07/18/2023	647.32	01/24	601-23-52-5935-315
10533	7	Invoice	GAS REPORT	07/18/2023	93.33	01/24	601-23-80-5935-315
10533	8	Invoice	GAS REPORT	07/18/2023	93.33	01/24	602-23-80-5935-315
10533	9	Invoice	GAS REPORT	07/18/2023	407.96	01/24	100-22-42-5210-315
10533	10	Invoice	GAS REPORT	07/18/2023	407.96	01/24	100-23-42-5371-315
10533	11	Invoice	GAS REPORT	07/18/2023	144.21	01/24	100-24-14-5435-315
Total 10533:					4,350.87		
10566	1	Invoice	GAS REPORT	07/24/2023	1,335.76	01/24	100-21-21-5110-315
10566	2	Invoice	GAS REPORT	07/24/2023	415.24	01/24	204-23-30-5310-315
10566	3	Invoice	GAS REPORT	07/24/2023	205.12	01/24	603-23-70-5935-315
10566	4	Invoice	GAS REPORT	07/24/2023	47.25	01/24	603-23-80-5926-232
10566	5	Invoice	GAS REPORT	07/24/2023	391.89	01/24	601-23-52-5935-315
10566	6	Invoice	GAS REPORT	07/24/2023	106.73	01/24	601-23-80-5935-315
10566	7	Invoice	GAS REPORT	07/24/2023	106.73	01/24	602-23-80-5935-315
10566	8	Invoice	GAS REPORT	07/24/2023	8.33	01/24	100-22-42-5233-315
10566	9	Invoice	GAS REPORT	07/24/2023	548.09	01/24	100-22-42-5210-315
10566	10	Invoice	GAS REPORT	07/24/2023	548.09	01/24	100-23-42-5371-315
10566	11	Invoice	GAS REPORT	07/24/2023	87.68	01/24	100-24-14-5435-315
Total 10566:					3,800.91		
Total UNITED COOPERATIVE (979):					11,769.92		
UPPER DES MOINES OPPORTUNITY (1386)							
081723	1	Invoice	ANNUAL PROJECT SHARE PAYMENT	08/17/2023	2,184.00	02/24	601-21010
Total 081723:					2,184.00		
Total UPPER DES MOINES OPPORTUNITY (1386):					2,184.00		
US AUTOFORCE (7353)							
INV0001310	1	Invoice	1 - 245/70R17 114 TIRE - WATER #16	07/18/2023	146.95	01/24	204-23-30-5310-314
Total INV0001310881:					146.95		
INV0001310	1	Invoice	4 - LT245/75R17 TIRES-STR #29	07/18/2023	759.68	01/24	204-23-30-5310-314
Total INV0001310933:					759.68		
INV0001316	1	Invoice	3 - 245/70R17 114 TIRE - WATER #16	07/19/2023	440.85	01/24	204-23-30-5310-314

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total INV0001316906:					440.85		
Total US AUTOFORCE (7353):					1,347.48		
VAN-HOF TRUCKING, INC. (2655)							
15078	1	Invoice	FREIGHT ON LIME 08/02/23	08/02/2023	2,452.55	02/24	602-23-61-5921-221
Total 15078:					2,452.55		
15079	1	Invoice	FREIGHT ON LIME 08/03/23	08/03/2023	2,591.40	02/24	602-23-61-5921-221
Total 15079:					2,591.40		
Total VAN-HOF TRUCKING, INC. (2655):					5,043.95		
VARCO (7276)							
530256A	1	Invoice	4"X5' HOSE FOR VAC UNIT	08/09/2023	82.63	02/24	601-23-52-5588-318
Total 530256A:					82.63		
Total VARCO (7276):					82.63		
WATKINS, DAN (7433)							
071023	1	Invoice	MILEAGE EXP/ILEA TRAINING IN JOHNSTON	07/10/2023	324.88	01/24	100-21-21-5110-231
071023	2	Invoice	MEAL REIMBURSEMENT/ILEA TRAINING IN J	07/10/2023	59.51	01/24	100-21-21-5110-231
Total 071023:					384.39		
Total WATKINS, DAN (7433):					384.39		
WEBSTER CITY TRUE VALUE (2155)							
170507	1	Invoice	20 - 5/8x50' REFRIG TUBE - STR 007	08/01/2023	95.20	02/24	204-23-30-5310-314
Total 170507:					95.20		
170547	1	Invoice	UPS SHIPPING FEE	08/02/2023	15.47	02/24	100-21-21-5110-221
Total 170547:					15.47		
170562	1	Invoice	2 - MOUSE TRAP - LINE	08/03/2023	7.58	02/24	601-23-52-5588-318
170562	2	Invoice	1 - 1x5 EXTREME MNT TAPE- CORNBELT JE	08/03/2023	11.99	02/24	601-23-51-5566-318
Total 170562:					19.57		
170584	1	Invoice	1 BOLT & FASTENER	08/04/2023	.59	02/24	601-23-52-5935-314
Total 170584:					.59		
170800	1	Invoice	AIR FILTER- LINE SHOP	08/16/2023	45.99	02/24	601-23-52-5588-318
Total 170800:					45.99		
Total WEBSTER CITY TRUE VALUE (2155):					176.82		
WESCO RECEIVABLES CORP (1038)							
728799	1	Invoice	2022 URD CONVERSION MATERIAL	08/01/2023	170.40	02/24	601-23-52-5588-871

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 728799:					170.40		
736305	1	Invoice	2022 URD CONVERSION MATERIALS	08/08/2023	118,566.70	02/24	601-23-52-5588-871
Total 736305:					118,566.70		
Total WESCO RECEIVABLES CORP (1038):					118,737.10		
WESCOTT, BENJAMIN (6438)							
080823	1	Invoice	CUSTOMER DEPOSIT REFUND	08/08/2023	82.05	02/24	601-21011
Total 080823:					82.05		
Total WESCOTT, BENJAMIN (6438):					82.05		
WILLS, GLENDA (7789)							
080923	1	Invoice	CB ENERGY EFFICIENCY REBATE	08/09/2023	25.00	01/24	601-23-53-5930-979
080923	2	Invoice	ENERGY EFFICIENCY REBATE	08/09/2023	75.00	01/24	601-23-36-5930-979
Total 080923:					100.00		
Total WILLS, GLENDA (7789):					100.00		
ZIEGLER, INC. (1071)							
IN001118678	1	Invoice	PARTS/MATERIALS FOR ST	08/12/2023	105.84	02/24	204-23-30-5310-314
Total IN001118678:					105.84		
Total ZIEGLER, INC. (1071):					105.84		
Total 08/21/2023:					484,905.40		
Grand Totals:					2,484,905.40		

Report GL Period Summary

GL Period	Amount
01/24	93,837.27
12/23	90,919.90
02/24	2,300,148.23
Grand Totals:	2,484,905.40

Vendor number hash: 640431
Vendor number hash - split: 1268174
Total number of invoices: 194
Total number of transactions: 413

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	2,484,905.40	2,484,905.40

Terms Description	Invoice Amount	Net Invoice Amount
Grand Totals:	2,484,905.40	2,484,905.40

FUND LIST TOTALS FOR BILLS August 21, 2023

<u>Account</u>	<u>Fund</u>	<u>Total Amount</u>
100	General	56,073.59
204	Road Use Tax Funds	65,130.38
205	Airport Fund	897.27
211	DARE Trust	30.36
220	Econ.Development	1,283.00
528	Columbia Bridge Impr	6,264.23
534	W.Brewer Park Impr Fd	3,250.00
601	Electric Utility	139,887.59
602	Water Utility	70,135.84
603	Sewer Fund	2,022,196.56
902	Medical/Flex	119,756.58
	Grand Total	2,484,905.40

ELECTRIC REPORT FOR THE MONTH OF JUNE 2023

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

	MONTH June	Year to Date 2023	MONTH June	Year to 2022
TOTAL PURCHASED POWER K.W.	8,389,514	51,621,795	8,173,468	51,670,523
Gross K.W. Generated For Maint.	0	372,790	0	0
For Corn Belt	101,260	101,260	114,310	208,010
Station Power K.W.	20,798	169,653	15,326	158,144
NET K.W.TO BOARD	8,368,716	51,452,142	8,158,142	51,512,379
Billed by Clerk's Office to Customers K.W:				
Commercial Sales	2,265,436	13,992,486	2,239,554	13,233,802
Industrial Sales	2,645,897	14,340,638	2,339,085	15,276,530
City Departments & Street Lights	384,951	2,431,668	440,064	2,568,895
Residential Sales	2,542,750	15,000,437	2,395,605	14,776,498
Sales for Resale-Wholesale	564,600	3,997,900	568,200	4,055,900
<i>Billed more than purchased</i> KILOWATTS UNACCOUNTED	<u>(34,918)</u>	<u>1,689,013</u>	<u>175,634</u>	<u>1,600,754</u>
Percentage of Unaccounted for	-0.42%	3.28%	2.15%	3.11%

LOAD COMPARISON	<u>2023</u>	<u>2022</u>
Peak K.W. Demand	19,700	20,484
Purchased Power	8,389,514	8,173,468
Net to Board	8,368,716	8,158,142

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	8,389,514	8,368,716	8,403,634	(34,918)	-0.42%	51,452,142	49,763,129	1,689,013	3.28%
Jun	July 2023									
July	Aug 2023									
Aug	Sept 2023									
Sep	Oct 2023									
Oct	Nov 2023									
Nov	Dec 2023									

TOTALS 51,621,795 51,452,142 49,763,129 1,689,013

Billings By Type of Serv-kWh	Commercial	Industrial	City Depts & Street Lights	Residential	Wholesale	Station Power-N/C	Billed & Sta. Pwr Total	Previous Year Bill&Sta.Pwr Tot
Jan 2023	2,421,584	2,318,713	426,903	3,053,627	893,100	35,756	9,149,683	8,851,805
Feb 2023	2,489,573	2,296,160	447,260	2,861,626	773,900	34,792	8,903,311	9,322,509
Mar 2023	2,286,661	2,217,631	411,334	2,428,837	625,000	31,145	8,000,608	8,101,859
Apr 2023	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	2,265,436	2,645,897	384,951	2,542,750	564,600	20,798	8,424,432	7,997,834
July 2023								
Aug 2023								
Sep 2023								
Oct 2023								
Nov 2023								
Dec 2023								

TOTALS 13,992,486 14,340,638 2,431,668 15,000,437 3,997,900 169,653 49,932,782 50,069,769

BILLING AMOUNT	Commercial Sales	Industrial Sales	City Depts. & St. Light Sales	Residential Sales	Wholesale Sales	Station Power	TOTAL SALES	PREVIOUS YEAR
Jan 2023	\$286,995.14	\$156,782.55	\$48,901.45	\$393,497.02	\$87,280.33	N/C	\$973,456.49	\$998,618.93
Feb 2023	\$293,418.03	\$206,398.49	\$48,654.62	\$375,302.94	\$73,710.34	N/C	\$997,484.42	\$1,044,063.98
Mar 2023	\$274,108.16	\$198,718.29	\$45,294.24	\$333,404.31	\$63,809.40	N/C	\$915,334.40	\$896,687.04
Apr 2023	\$280,321.06	\$211,726.16	\$46,527.46	\$308,571.01	\$62,880.08	N/C	\$910,025.77	\$912,567.37
May 2023	\$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	\$271,926.76	\$228,071.14	\$42,807.34	\$341,037.85	\$61,504.48	N/C	\$945,347.57	\$916,277.47
July 2023								
Aug 2023								
Sep 2023								
Oct 2023								
Nov 2023								
Dec 2023								

TOTALS \$1,671,092.67 \$1,234,469.11 \$270,395.24 \$2,038,532.92 \$402,113.55 \$5,616,603.49 \$5,660,438.51

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	528	7	50	3,895	3	4,483	4,470
July 2023							
Aug 2023							
Sep 2023							
Oct 2023							
Nov 2023							
Dec 2023							

ELECTRIC REPORT FOR THE MONTH OF JULY 2023

(Production Month-June 2023; Billing Month (Due) - July 2023)

	<u>MONTH July</u>	<u>Year to Date 2023</u>	<u>MONTH July</u>	<u>Year to Date 2022</u>
TOTAL PURCHASED POWER K.W.	9,766,792	61,388,587	9,918,905	61,589,428
Gross K.W. Generated For Maint.	0	372,790	69,180	69,180
For Corn Belt	101,650	202,910	0	208,010
Station Power K.W.	17,415	187,068	20,273	178,417
NET K.W.TO BOARD	9,749,377	61,201,519	9,898,632	61,411,011
Billed by Clerk's Office to Customers K.W:				
Commercial Sales	2,531,406	16,523,892	2,228,761	15,462,563
Industrial Sales	2,864,153	17,204,791	2,849,391	18,125,921
City Departments & Street Lights	364,193	2,795,861	350,276	2,919,171
Residential Sales	3,178,732	18,179,169	3,367,479	18,143,977
Sales for Resale-Wholesale	741,200	4,739,100	723,300	4,779,200
KILOWATTS UNACCOUNTED	<u>69,693</u>	<u>1,758,706</u>	<u>379,425</u>	<u>1,980,179</u>
Percentage of Unaccounted for	0.71%	2.87%	3.83%	3.22%

LOAD COMPARISON	<u>2023</u>	<u>2022</u>
Peak K.W. Demand	20,726	22,912
Purchased Power	9,766,792	9,918,905
Net to Board	9,749,377	9,898,632

REMARKS:

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

Purch. Power Period	Billing Month (Due)	Month Purch.Power kWh	Pur Pwr lessStaPwr = Net to Board kWh	Month Billed KWh less StaPwr	Col D Net to Board less Col E Mo billed Mo Unaccounted For	Month Unaccounted For %	Yr To Date Purch.Power less sta pwrkWh	Yr To Date Billed &SPwr kWh	Yr To Date Unaccounted kWh	Yr To Date Unaccounted For %
Dec	Jan 2023	9,360,873	9,325,117	9,113,927	211,190	2.26%	9,325,117	9,113,927	211,190	2.26%
Jan	Feb 2023	9,299,917	9,265,125	8,868,519	396,606	4.28%	18,590,242	17,982,446	607,796	3.27%
Feb	Mar 2023	8,236,871	8,205,726	7,969,463	236,263	2.88%	26,795,968	25,951,909	844,059	3.15%
Mar	Apr 2023	8,716,292	8,688,216	8,202,479	485,737	5.59%	35,484,184	34,154,388	1,329,796	3.75%
Apr	May 2023	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	8,389,514	8,368,716	8,403,634	(34,918)	-0.42%	51,452,142	49,763,129	1,689,013	3.28%
Jun	July 2023	9,766,792	9,749,377	9,679,684	69,693	0.71%	61,201,519	59,442,813	1,758,706	2.87%
July	Aug 2023									
Aug	Sept 2023									
Sep	Oct 2023									
Oct	Nov 2023									
Nov	Dec 2023									
	TOTALS	61,388,587	61,201,519	59,442,813	1,758,706					

Billings By Type of Serv-kWh	Commercial	Industrial	City Depts & Street Lights	Residential	Wholesale	Station Power-N/C	Billed & Sta. Pwr Total	Previous Year Bill&Sta.Pwr Tot
Jan 2023	2,421,584	2,318,713	426,903	3,053,627	893,100	35,756	9,149,683	8,851,805
Feb 2023	2,489,573	2,296,160	447,260	2,861,626	773,900	34,792	8,903,311	9,322,509
Mar 2023	2,286,661	2,217,631	411,334	2,428,837	625,000	31,145	8,000,608	8,101,859
Apr 2023	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	2,265,436	2,645,897	384,951	2,542,750	564,600	20,798	8,424,432	7,997,834
July 2023	2,531,406	2,864,153	364,193	3,178,732	741,200	17,415	9,697,099	9,539,480
Aug 2023								
Sep 2023								
Oct 2023								
Nov 2023								
Dec 2023								
TOTALS	16,523,892	17,204,791	2,795,861	18,179,169	4,739,100	187,068	59,629,881	59,609,249

BILLING AMOUNT	Commercial Sales	Industrial Sales	City Depts. & St. Light Sales	Residential Sales	Wholesale Sales	Station Power	TOTAL SALES	PREVIOUS YEAR
Jan 2023	\$286,995.14	\$156,782.55	\$48,901.45	\$393,497.02	\$87,280.33	N/C	\$973,456.49	\$998,618.93
Feb 2023	\$293,418.03	\$206,398.49	\$48,654.62	\$375,302.94	\$73,710.34	N/C	\$997,484.42	\$1,044,063.98
Mar 2023	\$274,108.16	\$198,718.29	\$45,294.24	\$333,404.31	\$63,809.40	N/C	\$915,334.40	\$896,687.04
Apr 2023	\$280,321.06	\$211,726.16	\$46,527.46	\$308,571.01	\$62,880.08	N/C	\$910,025.77	\$912,567.37
May 2023	\$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	\$271,926.76	\$228,071.14	\$42,807.34	\$341,037.85	\$61,504.48	N/C	\$945,347.57	\$916,277.47
July 2023	\$298,241.17	\$224,599.10	\$40,838.49	\$406,711.13	\$73,127.57	N/C	\$1,043,517.46	\$1,060,644.60
Aug 2023								
Sep 2023								
Oct 2023								
Nov 2023								
Dec 2023								
TOTALS	\$1,969,333.84	\$1,459,068.21	\$311,233.73	\$2,445,244.05	\$475,241.12		\$6,660,120.95	\$6,721,083.11

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	528	7	50	3,895	3	4,483	4,470
July 2023	529	7	50	3,882	3	4,471	4,449
Aug 2023							
Sep 2023							
Oct 2023							
Nov 2023							
Dec 2023							

WATER PLANT REPORT FOR THE MONTH OF JULY 2023

(Production Month- June 2023 Billing Month (Due) - July 2023)

	MONTH July	Year to Date 2023	MONTH July	Year to Date 2022
Total Gallons Pumped from Wells(Inf)	31,534,000	177,360,000	28,243,000	174,622,000
Average Gallons Pumped	(1,017,225)		(911,064)	
Gallons for Sludge	131,600	498,200	63,450	505,250
Total Gallons to Water Plant	31,402,400	176,861,800	28,179,550	174,116,750
Gallons to Distribution System From From Water Plant (Effluent reading)	30,474,000	183,101,000	30,292,000	192,174,000
TOTAL TO SYSTEM - CUBIC FEET	4,073,781	24,477,042	4,049,451	25,689,925
Billed by Clerk's Office to Customers Cubic Feet	2,786,000	17,268,000	2,533,600	17,041,700
Billed by City Departments Cubic Feet	425,900	2,166,200	383,400	2,037,300
Used by City Departments, but not billed-estimated Cubic Feet				
Fire	0	0	0	0
Meter	0	0	0	0
Sew. Disp.	0	0	0	0
Street,Water,SewerDistribution,Line est (main breaks,hydrant flush,sewer, valve rpr,w.tower, line dept	13,368	81,672	13,368	153,430
Water Plant filter backwash	45,587	428,995	102,507	588,111
Ground storage tank loss				
Recreation-Drink.Fount.	4,547	13,494	4,547	13,494
Cemetery	400	1,200	400	1,200
Change in Distribution System	0	0	0	0
Used by Contractor	0	0	0	0
CUBIC FEET UNACCOUNTED FOR	797,979	4,517,481	1,011,629	5,854,690
Percentage of Unaccounted for	19.59%	18.46%	24.98%	22.79%

NOTE: 56 loads of lime sludge
hauled to farm ground

NOTE: 27 loads of lime sludge
hauled to farm ground

REMARKS:

WATER UTILITY PRODUCTION SALES & USAGE 2023

Prod Mo.	Billing Month (Due)	Month to Distribution System C/F	Month Billed & Unbilled Usage C/F	Month Unaccounted For C/F	Month Unaccounted For %	Yr to Date To Distribution System C/F	Yr to Date Billed & Unbilled C/F	Yr To Date Unaccounted For C/F	Yr To Date Unaccounted For %
Dec	Jan 2023	3,407,918	2,692,282	715,636	21.00%	3,407,918	2,692,282	715,636	21.00%
Jan	Feb 2023	3,279,852	2,588,413	691,439	21.08%	6,687,770	5,280,695	1,407,075	21.04%
Feb	Mar 2023	2,899,531	2,480,000	419,531	14.47%	9,587,301	7,760,695	1,826,606	19.05%
Mar	Apr 2023	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	3,906,012	3,389,714	516,298	13.22%	20,403,261	16,683,759	3,719,502	18.23%
June	July 2023	4,073,781	3,275,802	797,979	19.59%	24,477,042	19,959,561	4,517,481	18.46%
July	Aug 2023								
Aug	Sep 2023								
Sep	Oct 2023								
Oct	Nov 2023								
Nov	Dec 2023								

TOTALS 24,477,041 19,959,561 4,517,480

Billings & Usage

By Type of Service-C/F

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

Previous
Year

Previous
Year
Produced

	Commercial	Industrial	City Depts.	Residential	Not metered	Total		
Jan 2023	631,400	412,300	228,800	1,347,600	72,182	2,692,282	2,679,166	3,301,642
Feb 2023	703,000	387,700	205,000	1,230,900	61,813	2,588,413	2,792,850	3,440,269
Mar 2023	634,000	387,900	232,000	1,129,200	96,900	2,480,000	2,779,262	3,268,623
Apr 2023	728,300	452,300	351,100	1,187,400	123,297	2,842,397	2,695,110	3,734,500
May 2023	725,400	384,700	268,900	1,258,600	53,353	2,690,953	2,762,762	3,933,283
Jun 2023	904,400	448,800	454,500	1,528,100	53,914	3,389,714	3,088,263	3,962,158
July 2023	856,000	477,800	425,900	1,452,200	63,902	3,275,802	3,037,822	4,049,451
Aug 2023								
Sep 2023								
Oct 2023								
Nov 2023								
Dec 2023								

TOTALS 5,182,500 2,951,500 2,166,200 9,134,000 525,361 19,959,561 19,835,235 25,689,926

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	\$53,473.94	\$20,215.05	\$20,051.54	\$143,671.29	N/C	\$237,411.82	\$ 202,903.98
July 2023	\$51,368.92	\$21,393.26	\$18,490.40	\$145,023.73	N/C	\$236,276.31	\$ 200,381.92
Aug 2023							
Sep 2023							
Oct 2023							
Nov 2023							
Dec 2023							

TOTALS \$324,148.34 \$135,291.48 \$96,001.21 \$943,573.66 \$1,499,014.69 \$1,307,351.76

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	354	7	17	3,185	3,563	2,563
July 2023	353	7	18	3,174	3,552	3,556
Aug 2023						
Sept 2023						
Oct 2023						
Nov 2023						
Dec 2023						

WASTEWATER TREATMENT PLANT REPORT FOR THE MONTH OF JULY 2023

	MONTH July	Year to Date 2023	MONTH July	Year to Date 2022	
Total gallons flow	29,315,000	264,698,000	29,543,000	257,255,000	gal
Average daily flow	945,000		953,000		gal/da
Percentage treated	100		100		%
Total gallons raw sludge	112,482	590,188	75,254	594,594	gal
Total gallons digested sludge out	0		0		gal
Total gallons sludge transferred to storage tank	96,820		131,600		gal
Total gallons supernatant returned	0		6,458		gal
Methane gas produced	0		134,522		cu.ft.
Average effluent CBOD (25 mg/l aver. 40 mg/l max.)	8.1		16.43		mg/l
Number of days max. limit was exceeded	0		0		da
Average % removal	98.3		94.2		%
Average effluent suspended solids (30 mg/l aver. 45 mg/l max.)	6.7		6.75		mg/l
Number of days max. limit was exceeded	0		0		da
Average percent removal	98.3		98		%
Average effluent ammonia nitrogen July 1.0 mg/l average, 17.6 mg/l max. limitation)	<1		<1		mg/l
Number of days max. limit was exceeded	0		0		da

Date 8/2/2023

ANALYSIS - ACTIVITY - DAY

Time 11:41:37
Report CFS24Agency Webster City Police Department
Dates 7/1/2023 Thru 7/31/2023

Activity	Sun	Mon	Tuse	Wed	Thur	Fri	Sat	Total
	0	1	0	0	0	0	1	2
911 Call Transferred	0	0	0	0	0	2	0	2
911 Radio Dispatched	10	8	9	9	8	21	16	81
911P Phone Dispatched	1	3	2	1	0	1	0	8
Alarm Actual/False	3	4	2	1	2	2	0	14
All Other Offenses	0	2	0	0	0	0	1	3
Animal Complaint	7	11	8	6	10	7	6	55
Assault	0	0	0	0	0	1	0	1
Assist Sheriffs Office	2	0	1	1	1	2	0	7
Assist VDMC	5	4	2	7	1	2	1	22
Assistance Public	11	24	21	16	10	16	17	115
Asssit Other Agency	4	4	2	4	2	0	3	19
Burg/Breaking & Enter	0	1	0	0	0	0	0	1
Business Check	1	0	0	0	0	0	0	1
Civil Disputes	2	0	0	0	1	0	1	4
Commercial/Resd Patro	39	51	37	52	39	53	46	317
Criminal Trespass	0	2	1	2	0	0	0	5
Debris/Street Problem	2	1	0	1	1	2	0	7
Directed Assignment	29	12	13	12	12	30	12	120
Disorderly Conduct	0	1	0	0	1	0	0	2
Domestic Disturbances	2	6	3	1	3	0	2	17
Downtown Foot Patrol	0	5	2	3	2	2	2	16
Driving Complaints	3	0	3	4	3	8	0	21
Drug Test Kits	0	0	0	0	0	1	0	1
Drug/Narcotics/Equipm	0	0	0	0	0	1	0	1
Escort	0	0	0	0	0	3	0	3
Escort/Funeral	0	0	1	1	0	0	2	4
Fire	0	1	0	1	0	3	1	6
Fireworks	5	11	6	3	4	12	3	44
Follow Up	5	11	5	3	4	11	4	43
Foot Patrol	5	0	1	4	1	7	3	21
Fraud	0	0	0	1	1	0	2	4
Harasement	2	0	0	0	1	0	2	5
Hit And Run	2	1	0	0	0	0	1	4
Intoxication	0	1	0	0	0	0	0	1
Lost/Found Property	2	0	2	6	7	0	2	19
Missing Person	1	1	1	0	0	0	0	3
Motor Vehicle Theft	0	0	1	0	0	0	0	1
Motorist Assist	2	2	1	3	0	1	5	14
Noise Complaints	2	1	2	0	0	4	0	9
Notification	1	2	2	2	3	2	1	13

Date 8/2/2023

ANALYSIS - ACTIVITY - DAY

Time 11:41:38

Agency Webster City Police Department

Report CFS24

Dates 7/1/2023

Thru 7/31/2023

Activity	Sun	Mon	Tuse	Wed	Thur	Fri	Sat	Total
Nuisance Calls	2	1	1	6	8	2	3	23
Open Window/Door	1	0	2	0	1	0	1	5
Operating While Intox	0	1	0	0	0	0	0	1
Parking Violations	8	7	5	5	5	6	6	42
Project Awareness	0	0	2	5	3	2	2	14
Public Window Assist	7	6	4	4	2	4	5	32
Runaway	1	1	1	1	2	0	1	7
School Foot Patrol	0	0	0	1	0	0	0	1
Sex Abuse	0	1	0	1	0	0	0	2
Sex Offender Reg Chec	0	0	0	0	0	1	0	1
Signs/Signals	0	1	0	0	0	0	1	2
Staionary Patrol	0	3	1	0	0	1	0	5
Suicide/Attempted	0	0	0	0	1	0	0	1
Suspicious Activity	8	4	10	8	9	15	4	58
Theft	1	6	3	1	2	7	1	21
Tip	2	0	2	1	4	2	3	14
Traffic Accident PD	0	1	2	1	1	1	3	9
Traffic Control	1	0	0	0	0	0	0	1
Traffic Stop	13	14	11	4	15	23	4	84
Utility Problems	3	1	1	7	1	5	1	19
Vacation House Watch	0	1	0	0	1	0	2	4
Vandalism	0	1	3	1	0	1	2	8
Vehicle Unlock	1	2	0	2	3	1	2	11
Warrant Served	1	2	2	0	0	2	2	9
Welfare Check	1	0	1	1	4	2	1	10
Days Total	198	224	179	193	179	269	178	1,420

FIRE DEPARTMENT REPORT

July 2023

ALARMS

<u>DATE</u>	<u>TIME</u>	<u>ADDRESS</u>	<u>TYPE OF SITUATION FOUND</u>	<u>CITY, MUTUAL AID, DISTRICT</u>
07-02	1634	1739 165 th	Building Fire	Mutual
07-02	2038	1215 Walnut	Medical Assist	City
07-03	0015	401 Fair Meadow Dr.	Smoke detector activation	City
07-03	2019	1401 Wall St.	False Alarm	City
07-05	1719	525 Lincoln Dr.	Gas Leak	City
07-05	0213	1804 Tasler Dr.	Fire Alarm	City
07/26	1617	805 Fair Meadow Dr.	Assist EMS	City
07-28	1257	2863 Hammond	False Alarm	District

Year to Date Total = 077

July Total =08

City- =06

Mutual- =01

District- =01

TRAINING

	<u>TIME</u>	<u>TYPE OF TRAINING</u>	<u>HOURS</u>	<u>PERSONNEL</u>
<u>07-02</u>		Firefighter I training	2	1
<u>07-10</u>		Fire Drill- Confined space	2	28
<u>07-17</u>		Prep for fire investigation class	2	1

		New Relief on call training	2	2
07-20		New Relief on call training	2	2
07-22		New Relief on call training	2	2
07-24		Driver operator pumping	2	28

Year to Date Total =690

July Total = 128

INSPECTIONS

<u>DATE</u>	<u>BUSINESS</u>	<u>REASON FOR INSPECTION</u>
	<u>Inspected all Firework stands</u>	<u>Annual Inspections</u>

Year to Date Total = 36

July Total =09

MISCELLANEOUS

<u>DATE</u>	<u>TIME</u>	<u>EVENT</u>
07-04	0900	Williams Parade
07-05	1000	Worked on Tornado sirens with Electronic Engineering
07-06		Flush of the month 15,000 gallons
07-08	1200	Tested outdoor sirens
07-12		E34 Maintenance- Oil Change
07-14		Pagel locks working on our locks for doors
07-15	1200	Test tornado sirens
07-21		Put hose on new b37 skid, New plastic on B37
07-24		Replaced clearance lights on E33 and light bar

07-25	1700	City wide parade
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MEETING ROOM

<u>DATE</u>	<u>TIME</u>	<u>USED BY</u>



MEMORANDUM

TO: Mayor and City Council

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

DATE: August 21, 2023

RE: Public Hearing to Amend the FY24 Budget

SUMMARY: Staff would like to amend the FY24 Budget by rolling over unspent budgeted funds from the FY23 Budget due to supply chain issues, delays in receiving ordered items and bids rejected due to coming in over budget.

PREVIOUS COUNCIL ACTION: Staff made a similar request last year.

BACKGROUND/DISCUSSION: We saw many of the same challenges this past year as we did in FY22. We were not able to either receive equipment in a timely manner or unable to purchase according to our specifications due to inventory shortages. Bids were rejected due to coming in over budget with the hopes of seeing a better price later and some of the materials ordered in FY23 were not delivered until after July 1st, in turn forcing us to use FY24 money.

The amendments being requested for approval are:

CULTURE & RECREATION - \$48,332

- \$11,382 – unspent CIP from Public Grounds & Recreation to purchase anti-entrapment drain grates for the Outdoor Pool
- \$36,950 – we have not received the JD mower that was ordered on 12-21-22

PUBLIC WORKS - \$127,650

- \$127,650 – 69% of the \$185,000 budgeted for a tandem dump truck that we were unable to purchase due to manufacturer inventory issues

BUSINESS TYPE/ENTERPRISE - \$2,650,453

- \$50,500 – Line Department pickup – manufacturer inventory issues
- \$76,000 – materials ordered but did not receive prior to 6-30-23
- \$16,800 – Line Department painting project that was not completed in FY23

- \$1,400,000 – URD & AMI project materials ordered but not received as of 6-30-23
- \$250,000 – Watermain Project – no contract in FY23 due to bids being rejected as they were over budget
- \$30,100 – Water Plant pickup – manufacturer inventory issues
- \$799 – unused Water Plant training budget for new employee training
- \$38,850 - 21% of the \$185,000 budgeted for a tandem dump truck that we were unable to purchase due to manufacturer inventory issues
- \$1,711 – unused Wastewater Plant training budget to be used towards FY24 training
- \$87,093 – unused miscellaneous services budget from the Wastewater Plant to be used towards hauling sludge from the dry beds at the Wastewater Plant
- \$30,100 – Wastewater Plant pickup – manufacturer inventory issues
- \$650,000 – carry over from FY22 and FY23 for Sewer Slip Lining Projects
- \$18,500 - 10% of the \$185,000 budgeted for a tandem dump truck that we were unable to purchase due to manufacturer inventory issues

FINANCIAL: The rollover funds are coming from FY23 budget and all were accounted for in the cash projections presented during the FY24 budget process. We will not be using reserves or fund balances for this set of amendments.

RECOMMENDATION: We recommend approval of the FY24 Budget Amendments in the amount of \$2,826,435.

RESOLUTION NO. 2023 -

RESOLUTION ADOPTING BUDGET AMENDMENT #1 FOR FISCAL YEAR ENDING JUNE 30, 2024

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

WHEREAS, several budgeted items were not purchased and/or received during FY23 due to supply chain & pricing issues; and

WHEREAS, several departments have requested that these unspent budget dollars be rolled over to FY24; and

WHEREAS, the City Council of the City of Webster City set a public hearing to be held on Monday, August 21, 2023 at 6:05 p.m. to amend the FY24 Budget; and

WHEREAS, notice of said hearing was published in the August 9, 2023 edition of the Daily Freeman Journal; and

WHEREAS, the public hearing was held on Monday, August 21, 2023; and

NOW THEREFORE BE IT RESOLVED, by the City Council of Webster City, Iowa that the FY24 budget be amended by increasing expenses in the amount of \$2,826.435; and

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

PASSED AND APPROVED this 21st day of August 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET				
City of WEBSTER CITY				
Fiscal Year July 1, 2023 - June 30, 2024				
The City of WEBSTER CITY will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024				
Meeting Date/Time: 8/21/2023 06:05 PM		Contact: Dodie Wolfgram	Phone: (515) 832-9141	
Meeting Location: Webster City Council Chambers, 400 2nd Street, Webster City, IA 50595				
There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals .				
REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	4,993,016	0	4,993,016
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	4,993,016	0	4,993,016
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	300,822	0	300,822
Other City Taxes	6	1,143,388	0	1,143,388
Licenses & Permits	7	172,580	0	172,580
Use of Money & Property	8	1,106,339	0	1,106,339
Intergovernmental	9	2,014,945	0	2,014,945
Charges for Service	10	18,222,593	0	18,222,593
Special Assessments	11	0	0	0
Miscellaneous	12	1,688,438	0	1,688,438
Other Financing Sources	13	38,785,800	0	38,785,800
Transfers In	14	29,847,462	0	29,847,462
Total Revenues & Other Sources	15	98,275,383	0	98,275,383
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	3,753,830	0	3,753,830
Public Works	17	3,645,443	127,650	3,773,093
Health and Social Services	18	25,819	0	25,819
Culture and Recreation	19	1,952,961	48,332	2,001,293
Community and Economic Development	20	763,241	0	763,241
General Government	21	1,073,883	0	1,073,883
Debt Service	22	1,521,784	0	1,521,784
Capital Projects	23	3,519,500	0	3,519,500
Total Government Activities Expenditures	24	16,256,461	175,982	16,432,443
Business Type/Enterprise	25	40,140,291	2,650,453	42,790,744
Total Gov Activities & Business Expenditures	26	56,396,752	2,826,435	59,223,187
Transfers Out	27	29,847,462	0	29,847,462
Total Expenditures/Transfers Out	28	86,244,214	2,826,435	89,070,649
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	12,031,169	-2,826,435	9,204,734
Beginning Fund Balance July 1, 2023	30	46,445,097	0	46,445,097
Ending Fund Balance June 30, 2024	31	58,476,266	-2,826,435	55,649,831
Explanation of Changes: Budget amendment is to roll over unspent FY23 budget due to supply chain issues, price increases and to help offset costs that were unforeseen when completing the FY24 budget. These purchases include electric materials for projects, projects that will be combined and rebid as FY23 bids were over budget, and vehicles & equipment and to help offset sludge hauling costs from the dry bins.				



MEMORANDUM

TO: Mayor and City Council

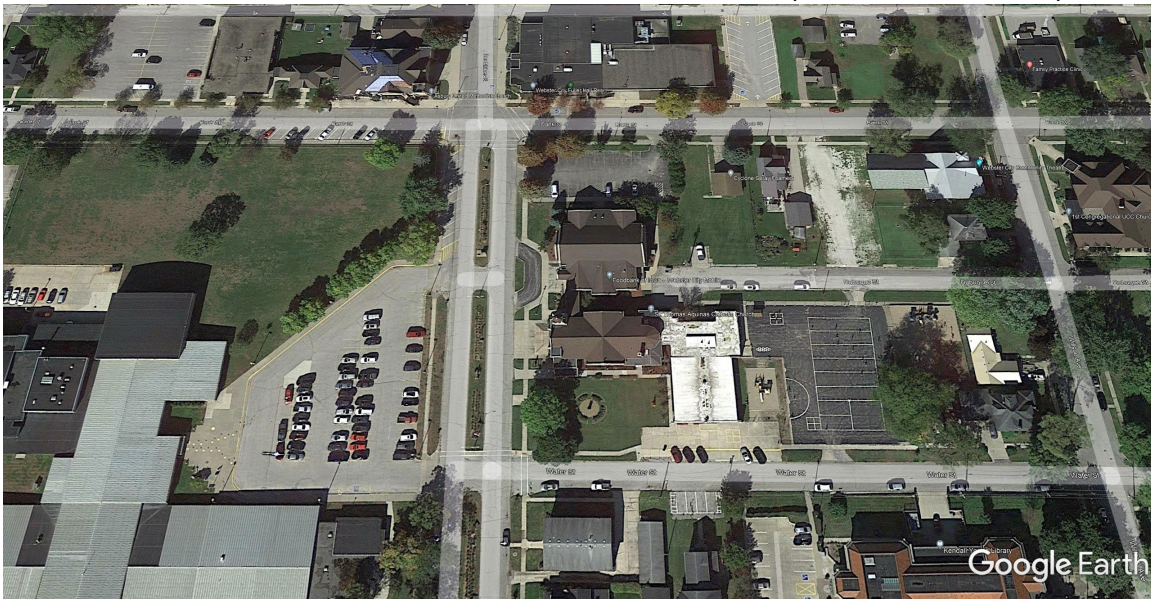
FROM: Karyl Bonjour, City Clerk

DATE: August 21, 2023

RE: Request from St. Thomas Aquinas Parish for Street Closing for Car Show to be held October 7, 2023 from 11 a.m. to 3:00 p.m. (Closure from 10 a.m. to 3:00 p.m.)

SUMMARY: Dan Hurt, on behalf of the youth of St. Thomas Aquinas Parish, has requested the following Street to be closed on Saturday, October 7th, 2023 from 10:00 a.m. to 3:00 p.m. for a Car Show. The actual show will be from 11:00 a.m. to 3:00 p.m.

Des Moines Street between Bank Street and Water Street (in front of the Church)



PREVIOUS COUNCIL ACTION: Council has approved similar requests in the past when various organizations/entities have wanted to close streets for events.

BACKGROUND/DISCUSSION: This event would raise money for the youth to attend the National Catholic Youth Conference. I have attached the request which also states they have contacted the School Administration and have been granted permission to use their parking lot as overflow or additional parking. The Street Department would provide barricades/cones/signs as needed.

SUMMARY: This Car Show has turned into an Annual Event as a Fundraiser for the youth of St. Thomas Aquinas and this particular request has been approved by Council in previous years. According to the Policy for Street Closures, Council needs to approve requests affecting Second Street, Des Moines Street, Ohio Street or Beach Street or if time frame is for longer than six hours on any given date.

FINANCIAL IMPLICATIONS: None.

RECOMMENDATION: Approve the request for the closure of Des Moines Street between Bank and Water Streets for the Car Show so the youth can move forward with their fundraising.

ALTERNATIVE(s): Not approve the request and the youth could find other possible locations/options to have the Car Show.

Dear Karyl,

Once again, I am writing on behalf of St. Thomas Aquinas Parish to seek permission from the city to use a section of Des Moines Street for our annual car show. The youth of St. Thomas Aquinas are in the process of setting up this car show to raise money for our youth attending the National Catholic Youth Conference. It will take place on Saturday, October 07 from 11:00 AM – 3:00 PM. If possible, we would once again like to use Des Moines Street between Bank and Water for the car show. I am requesting permission from the city to have Des Moines Street shut down between Bank and Water from 10:00 AM to 3:00 PM on October 07. We have already discussed this with the school administration and have permission to use the middle school parking lot as overflow or additional parking. Thank you for considering this request.

Sincerely,

Dan Hurt, DRE



1000 Des Moines Street

St. Thomas Aquinas



MEMORANDUM

TO: Mayor and City Council

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

DATE: August 21, 2023

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

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

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

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

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

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

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

RECOMMENDATION: City staff recommends the City Council set the public hearing for September 5, 2023 at 6:05 p.m. for the first reading of the ordinance.

RESOLUTION NO. 2023 –

**RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING ON PROPOSAL TO AMEND
THE CODE OF ORDINANCES OF THE CITY OF WEBSTER CITY, IOWA, 2019,
BY ADDING SECTION 50-120 ENTITLED SOLAR ENERGY SYSTEMS TO
CHAPTER 50, ARTICLE III, DIVISION 3, FOR THE PURPOSE OF REGULATING THE PLACEMENT
AND USE OF SOLAR ENERGY SYSTEMS IN THE CITY’S ZONING DISTRICTS**

WHEREAS, before amending the City Code of Ordinances, a notice of a public hearing on the proposal shall be in compliance with Iowa Code Chapter 414; and

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

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Webster City, Iowa that a Public Hearing for amending the Code of Ordinances described above will be held in person at City Hall in Council Chambers, Webster City, Iowa on the 5th day of September, 2023, at 6:05 P.M., and that the City Clerk is directed to publish notice as required by law.

Passed and adopted this 21st day of August, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

**NOTICE OF PUBLIC HEARING ON PROPOSED ORDINANCE
AMENDING THE CODE OF ORDINANCES, OF THE CITY OF WEBSTER CITY, IOWA 2019
BY ADDING SECTION 50-120 ENTITLED SOLAR ENERGY SYSTEMS TO
CHAPTER 50, ARTICLE III, DIVISION 3 FOR THE PURPOSE OF REGULATING THE PLACEMENT
AND USE OF SOLAR ENERGY SYSTEMS IN THE CITY'S ZONING DISTRICTS**

PUBLIC NOTICE is hereby given that the City Council of the City of Webster City will hold a public meeting and hearing on September 5, 2023, at 6:05 P.M. in the City Hall Council Chambers, 400 Second Street, Webster City, Iowa, at which meeting the Council proposes to take action on the adoption of A PROPOSED ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF WEBSTER CITY FOR THE PURPOSE OF REGULATING THE PLACEMENT AND USE OF SOLAR ENERGY SYSTEMS IN THE CITY'S ZONING DISTRICTS.

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

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

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

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

Dated this 21st day of August, 2023.

Karyl K. Bonjour
City Clerk, Webster City, Iowa

ORDINANCE NO. 2023 -

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF
THE CITY OF WEBSTER CITY, IOWA, 2019 BY ADDING SECTION 50-120 ENTITLED
SOLAR ENERGY SYSTEMS TO CHAPTER 50, ARTICLE III, DIVISION 3, FOR THE
PURPOSE OF REGULATING THE PLACEMENT AND USE OF
SOLAR ENERGY SYSTEMS IN THE CITY'S ZONING DISTRICTS**

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

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

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

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

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

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

Webster City, Iowa:

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

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

Division 3, the following item:

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

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

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

Systems:

50-120 - SOLAR ENERGY SYSTEMS.

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

1. Definitions.

A. Solar Energy System - Any solar collector, solar device, or structural design feature of a building the primary purpose of which is to provide for the collection, storage, and distribution of solar energy.

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

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

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

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

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

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

2. Solar Energy Systems.

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

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

C. Exemption. Building-integrated solar energy systems, attached solar energy systems, commercial solar energy systems, and passive solar energy systems do not require a special exception use permit and shall be regulated as any other building element under Building Code provided they are of non-reflective material and they do not project or extend any further outward from the structure than the same element done with conventional design. Building integrated, attached, commercial, and passive systems which spatially go beyond conventional design or which are made of reflective material shall be subject to all the regulations herein for attached solar energy systems.

D. Freestanding Solar Energy Systems: Freestanding Solar Energy Systems are not allowed in residential districts, including the 2-mile extraterritorial area. In other districts, a Special Exception Use Permit is required.

(1) Setbacks. Freestanding Solar Energy Systems shall not be located within any required front

setback or street side yard setback. Minimum setback from interior side and rear lot lines and other structures shall be fifteen (15) feet.

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

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

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

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

E. Attached Solar Energy Systems do not require a special exception use permit provided they meet the following standards:

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

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

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

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

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

(6) Roof attached systems may be mounted on principal and accessory building roofs provided they conform to the maximum height standards established for the zoning district. Systems shall be no higher than three (3) feet from the roof surface for residential use property systems. Nonresidential use property systems may project up to a maximum of ten (10) feet from the roof. In no case, however, shall the height of the System as installed (including the height of any building to which it is installed) exceed the maximum height for a principal structure where attached to said structure or the maximum height for an accessory structure where attached to said structure. The base criteria for *Solar Energy System (SES) - Minor* qualification shall be limited to a maximum of 6 inches projection for residential use, and parallel mounting is required.

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

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

G. Special Exception Use Permit Application Materials. The Special Exception Use Permit

application for a Solar Energy System shall include, but not be limited to:

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

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

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

- (1) The system will to the extent reasonably practical through placement and design minimize the impact to the character of the neighboring properties as they exist on the date of approval, which is defined as properties within 200 feet of the system property.
- (2) Access to open space (air and light) from the neighboring properties is not significantly reduced.
- (3) The predominant pattern of building placement, height, orientation and scale among the neighboring properties and general area beyond the neighboring properties will not be negatively impacted or altered by the system.
- (4) The system meets other City, State, and Federal regulations, including all applicable safety and engineering standards and all interconnection standards or agreements required by the City's electric utility or other utility providers.
- (5) Unique topography, vegetation or lot conditions exist which help to shield the system from the view of neighboring properties and from the street or placement of the principal building allows the system to be located and operated in a way that helps to shield the system from the view of neighboring properties.

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

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

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

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

M. Maintenance. The property owner of any Solar Energy System shall maintain such system in a safe and attractive manner, including replacement of defective parts, painting, cleaning, and other acts that may be required for the maintenance and upkeep of the function and appearance of such a system, to maintain an appearance consistent with the original appearance of the system as constructed or installed.

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

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

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

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

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

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

SECTION 4. SEVERABILITY CLAUSE. If any section provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk



**WEBSTER CITY PLANNING AND ZONING COMMISSION MINUTES
AUGUST 14, 2023**

The meeting of the Webster City Planning and Zoning Commission was held on July 10, 2023 at City Hall. The meeting was called to order by Secretary James Kumm at 6:00 P.M.

ROLL CALL: Present: Jerry Kloberdanz, James Kumm, Lynn Jaycox, Kyle Heffernan, Anna Woodward, Shelby Kroona, Steve Struchen
Absent: Carolyn Cross

Also in attendance: Ariel Bertran, Community Development Director
Biridiana Bishop, Assistant City Manager
Breanne Leshner, Recreation & Public Grounds Director
Brian Stroner, Environmental/GIS/Safety Coordinator
Adam Dickinson, Utility Line Department Superintendent
Leslie Espinoza, Community Member

The Public Hearing regarding the proposed ordinance amending the zoning ordinance of the City of Webster City for the purpose of regulating the placement and use of solar energy systems in the city's zoning districts was opened at 6:05 P.M.

It was moved by Jaycox and seconded by Kroona to recommend the approval of the ordinance to the Webster City, City Council.

ROLL CALL: Aye: Kloberdanz, Jaycox, Woodward, Heffernan, Kumm, Kroona, Struchen
Nay: NONE
MOTION CARRIED.

The public hearing was closed at 6:25 P.M. at the Commission returned to the General Agenda.

It was moved by Kloberdanz and seconded by Jaycox to approve the agenda.

ROLL CALL: Aye: Kloberdanz, Jaycox, Woodward, Kumm, Kroona, Struchen, Heffernan
Nay: NONE
MOTION CARRIED.

It was moved by Kroona and seconded by Heffernan that the minutes of the July 10, 2023 meeting be approved as emailed to the Commission.

ROLL CALL: Aye: Kloberdanz, Jaycox, Woodward, Kumm, Kroona, Struchen, Heffernan
Nay: NONE
MOTION CARRIED.

Petitions – Communications – Requests: None

There was a motion by Kloberdanz and seconded by Jaycox to approve the location for the Oxbow Restoration Project.

ROLL CALL: Aye: Kloberdanz, Jaycox, Woodward, Kumm, Kroona, Struchen, Heffernan
Nay: NONE
MOTION CARRIED.

It was moved Jaycox and seconded by Kroona to approve the proposed location of East Twin Park for the Splash Pad Project.

ROLL CALL: Aye: Jaycox, Woodward, Kumm, Kroona, Struchen, Heffernan
Nay: Kloberdanz
MOTION CARRIED.

It was moved by Kloberdanz and seconded by Kumm to schedule a public hearing for September 11, 2023 at 6:05 P.M. on a proposed vacation of Right of Way on Third Street west of Fair Avenue.

ROLL CALL: Aye: Kloberdanz, Jaycox, Woodward, Kumm, Kroona, Struchen, Heffernan
Nay: NONE
MOTION CARRIED.

Commission Comments: None

Staff Comments: Ariel proposed a work session between Planning and Zoning and the City Council in regards to the current property maintenance ordinance and proposed amendments. The work session will be held on October 17, 2023 at 5:30 P.M. She also discussed vacant buildings and use of storage in the downtown as well as the proposal of downtown sculptures and parklets. The commission requested that SSMID be involved in the discussion of sculptures and parklets. Ariel will be following up with the Chamber and SSMID to discuss and bring back to the commission.

Meeting was adjourned at 7:02 p.m.

James Kumm
Secretary



TO: Mayor and City Council

FROM: Dodie Wolfram, Finance Director
Karyl Bonjour, City Clerk
Daniel Ortiz-Hernandez, City Manager

DATE: August 21, 2023

RE: State of Iowa Income Offset Program

SUMMARY: The State of Iowa is moving the Income Offset Program from the Department of Administrative Services (DAR) to the Iowa Department of Revenue (IDR) effective November 13, 2023.

PREVIOUS COUNCIL ACTION: None

BACKGROUND/DISCUSSION: The City of Webster City began using the Iowa Offset program in 2014 as a tool to collect bad debt from our delinquent accounts receivable. As of June 30, 2023, the city has received \$165,253.92 of debt from the program (see attached summary of receipts by calendar year).

In accordance with HF 2565, this program will be administered by the Iowa Department of Revenue instead of the Department of Administrative Services effective November 13, 2023. The accounts that are on file with the Offset Program will need to be reviewed and those still eligible for collection re-entered into the Setoff Program by September 1, 2023 to receive funds from income tax returns and November 12, 2023 for all other state funding sources.

The Utility Officer Manager has administered this program with the Accounts Receivable Clerk entering non-utility bad debt. Due to the upcoming plans of retirement from our Utility Office Manager, our AR Clerk/Utility Office Specialist will be the primary administrator of this new program.

A few changes to the program will be e-mail communication instead of fax and direct deposit payments instead of paper checks. A \$7.00 fee will be assessed for each successful hit.

RECOMMENDATION: Staff recommends that the Council approve entering into a Memorandum of Understanding with the Iowa Department of Revenue to participate in the State Setoff Program.

ALTERNATIVES: No longer use this tool to collect bad debt.

RESOLUTION NO. 2023 -

**APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN
THE IOWA DEPARTMENT OF REVENUE AND THE CITY OF WEBSTER CITY, IOWA
FOR PARTICIPATION IN THE STATE SETOFF PROGRAM**

WHEREAS, the City of Webster City, Hamilton County, State of Iowa, is a duly organized Municipal Organization; and

WHEREAS, on November 13, 2023, the State Setoff program to be administered by the Iowa Department of Revenue will replace the State Offset program that has been administered by the Department of Administrative Services; and

WHEREAS, the Finance Department/Utility Office of the City of Webster City has used the State Setoff Program to collect delinquent accounts since 2014 and wishes to use the replacement State Setoff program; and

WHEREAS, the execution of a Memorandum of Understanding to participate in the State Offset Program, provides for a 3-year initial term from the effective date and upon mutual agreement can be extended for up to three (3) additional one-year terms; and

WHEREAS, the City of Webster City may terminate the agreement after giving a 60-day written notice without penalty or incurring any further obligation or liability for any reason; and

WHEREAS, the City of Webster City shall pay \$7.00 each time a public payment is setoff and applied to our outstanding debt; and

NOW THEREFORE BE IT RESOLVED, by the City Council of Webster City, Iowa that the above described Memorandum of Understanding between the Iowa Department of Revenue and the City of Webster City for participation in the State Setoff Program is hereby approved and authorizes Utility Office Staff to execute said agreement.

PASSED AND APPROVED this 21st day of August 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

IOWA INCOME OFFSET PROGRAM
SUMMARY OF RECEIPTS

Year Received	# of Customers	TOTAL
2014	93	\$25,850.52
2015	128	\$ 25,894.92
2016	82	\$ 16,423.98
2017	67	\$13,535.38
2018	72	\$15,367.29
2019	58	\$ 13,093.83
2020	79	\$ 14,091.20
2021	57	\$ 11,424.85
2022	49	\$ 12,157.45
2023	68	\$ 17,414.50
		<hr/>
		\$165,253.92

*2023 - through June 30th

**MEMORANDUM OF UNDERSTANDING BETWEEN THE IOWA DEPARTMENT OF
REVENUE AND _____ REGARDING STATE SETOFF PROGRAM**

**ARTICLE I
PURPOSE**

- 1.1 The purpose of this memorandum of understanding (“Agreement”) is to define the terms and conditions of [_____] (“Participating Agency”)’s participation in the State Setoff Program (“Program”), as administered by the Iowa Department of Revenue (“IDR”). Participating Agency and IDR may individually be referred to as a “Party”, or collectively as “Parties”.

**ARTICLE II
DEFINITIONS & AUTHORITY**

2.1 Definitions.

- 2.1.1 “Credit Vendor” means an agency or entity who submits funds to the Program.
- 2.1.2 “Data” means any information in the possession of or owned by the Participating Agency or IDR that is shared with the other Party under this Agreement.
 - 2.1.2.1 Data may include personal information as defined by Iowa Code section 715C.1(11).
 - 2.1.2.2 IDR shall at no time share federal tax information pursuant to this Agreement. IDR shall only share state tax information as allowed by law.
- 2.1.3 “Debt” means any amount, as measured in money, owed to a Public Agency.
- 2.1.4 “Debt Portal” means the online system through which the Participating Agency will administer its Debt.
- 2.1.5 “Debt Type” means a category of Debt that has become due, owing, and payable under statute, administrative rule, or other lawful means.
- 2.1.6 “Obligor” means as defined in Iowa Code 421.65(1)(a).
- 2.1.7 “Obligor Directory Information” means the Obligor’s Name, Address, Phone Number, and Email Address.
- 2.1.8 “Obligor Information” means any information regarding the Obligor required by IDR, including “Obligor Directory Information”.
- 2.1.9 “Participating Agency” means a Public Agency or the Iowa Judicial Branch (“IJB”), that has entered into an agreement with IDR to participate in the State Setoff Program.
- 2.1.10 “Public Agency” means as defined in Iowa Code 421.65(1)(b).
- 2.1.11 “Public Payment” means as defined in Iowa Code section 421.65(1)(c).
- 2.1.12 “Qualifying Debt” means as defined in Iowa Code section 421.65(1)(d).
- 2.1.13 “Setoff Fee”, as outlined in Section 3.4.4, means the amount paid by the Participating Agency per setoff to IDR for participation in the State Setoff Program.
- 2.1.14 “State Setoff Program” or the “Program” means the program established by Iowa Code section 421.65 to set off against each Public Payment any Qualifying Debt the Obligor owes to a Participating Agency.
- 2.1.15 All monetary amounts referenced in this Agreement and throughout the State Setoff Program shall be in United States Dollars.
- 2.1.16 Unless otherwise specified, references to IDR and Participating Agency shall include their officers, employees, agents, and contractors. FAST Enterprises, LLC (Fast) is a contractor of IDR. Participating Agency authorizes Fast access to Participating Agency Data subject to this Agreement.
- 2.1.17 All statutes and administrative rules shall be construed as may be enacted or amended at any time during the term of this Agreement. In any circumstance where this Agreement conflicts with statute or administrative rule, all Parties shall abide by the statute or administrative rule.

- 2.2 **Legal Authority.** This Agreement is entered into pursuant to the authority in Iowa Code section 421.65 and Iowa Administrative Code chapter 701-26.

ARTICLE III PROGRAM PARAMETERS

3.1 Program Admission.

- 3.1.1 The Public Agency or IJB wishing to participate in the Program must complete and submit the application as designated by IDR. All required fields must be reported.
- 3.1.2 This Agreement meets the requirement for a memorandum of understanding as outlined in Iowa Administrative Code rule 701-26.3.
- 3.1.3 Contact Persons.
 - 3.1.3.1 The Participating Agency must provide a contact person for operational questions and backup contact person for when the contact person is unavailable. Operational questions constitute questions originating from IDR regarding the processing of setoffs.
 - 3.1.3.2 The Participating Agency must provide a contact person for Obligor questions and backup contact person for when the contact person is unavailable. Obligor questions constitute questions originating from the Obligor regarding the Obligor's Debt or the amount setoff.
 - 3.1.3.3 The Participating Agency must provide the name, title, phone number, and email address of each contact person.
 - 3.1.3.4 The Participating Agency must update and confirm all contact persons and all contact information no less than annually and upon request.
 - 3.1.3.5 All contact persons must ensure that calls and correspondence are handled in a timely manner.
 - 3.1.3.6 Contact person contact information may be updated without a formal amendment to this Agreement by providing written notice to IDR in the manner designated by IDR.

3.2 Prior to Submission of Debt.

- 3.2.1 Participating Agency shall keep a record of all communication with the Obligor until the Debt has been paid in full and the setoff appeal period has expired, or has been removed from the Program.
- 3.2.2 Participating Agency shall provide Obligor with an opportunity to protest or challenge the Debt, in compliance with applicable law and due process.
- 3.2.3 Steps outlined in Sections 3.2.1 and 3.2.2 above must be completed for each Debt prior to that Debt's submission to the Program.
- 3.2.4 Participating Agency's correspondence to Obligor shall include the Participating Agency's obligor contact information. The correspondence shall not include IDR or the Program's operational contact information.
- 3.2.5 Prior to submitting a Debt Type to the Program, a Participating Agency shall provide the Department with a description of the Debt Type(s) and other details regarding each Debt Type as required by the Department. This description(s) shall be submitted with the MOU and any other time a Participating Agency wants to submit a new Debt Type.

3.3 Submission of Debt.

- 3.3.1 All Data required to submit, certify, and maintain debt must be submitted electronically via a process designated by IDR. Submissions must comply with the file layout in Appendix B. IDR may update Appendix B without a formal amendment to this Agreement by providing written notice to the Participating Agency.
- 3.3.2 Participating Agency shall remain the system of record for Debt submitted to the Program.
- 3.3.3 **Character of Debt.**
 - 3.3.3.1 The Debt must be Qualifying Debt.

- 3.3.3.2 The Debt must be legally collectible and within any applicable statute of limitations.
- 3.3.3.3 The debts must meet the minimum amount requirement, as set by Iowa Administrative Code rule 701-26.1.
- 3.3.3.4 Obligor Information must include: Name (if individual, First and Last Name), tax identification number, and any other information requested by IDR.
- 3.3.4 Participating Agency must certify all Debt in accordance with Iowa Code section 421.65(2)(a)-(b).
- 3.3.5 All Debt is subject to a recertification process. The recertification process may include, but is not limited to, requiring the Participating Agency to certify that all information is correct and that the Debt is still Qualified Debt. The recertification process will be performed regularly, at the agreement of the Parties, but no less than annually.
- 3.3.6 Participating Agency shall notify the department of any change in the status of the public agency's individual debts submitted to the setoffs program. This notification shall be made no later than five business days of any change in the status of a submitted debt in the manner prescribed by the Department.
- 3.3.7 IDR may reject any Debt that, in IDR's sole judgment, is not feasible, not collectible, or not compliant with applicable law.
 - 3.3.7.1 IDR may reject any Debt if the tax identification number, or other information does not match IDR's record for the Obligor. This will only apply to Obligors of whom IDR has a record.

3.4 Setoff Procedure.

- 3.4.1 Debt will be setoff upon a TIN match.
- 3.4.2 The Debt Portal is intended to be available to the Participating Agency 24 hours a day, 7 days a week, with exceptions for Program maintenance. Participating Agency will be notified of any scheduled maintenance that will interfere with this availability. Unexpected interruptions in availability of the Debt Portal will be remedied by IDR as quickly as possible within IDR availability and priorities.
- 3.4.3 **Order of Priority for Debt Setoff.** Debt shall be setoff in the order of priority defined in Iowa Code section 421.65(4) and Iowa Administrative Code rule 701-26.6. The priority determination will be made when the challenge letter is sent to the obligor. A public payment will not be applied to a qualifying debt that is not included on the challenge notice.
 - 3.4.3.1 The Participating Agency shall identify in Appendix C Debts submitted to the Program that will be deposited into the state general fund.
- 3.4.4 **Setoff Fee.**
 - 3.4.4.1 The Participating Agency will be charged a Setoff Fee, as set forth in Iowa Administrative Code rule 701-26.10, each time a Public Payment is setoff and applied to the Participating Agency's Qualifying Debt. The Setoff Fee shall be retained as defined in section 3.6.7 herein.
 - 3.4.4.2 The Participating Agency shall not collect the Setoff Fee from the same setoff for which the Setoff Fee has been charged.
 - 3.4.4.3 IDR may change the Setoff Fee amount in IDR's sole discretion, upon 60 days' notice to the Participating Agency. Change to the Setoff Fee amount shall not require a formal amendment to this Agreement, nor consent of the Participating Agency.
- 3.4.5 **Upon Setoff.**
 - 3.4.5.1 IDR will mail a letter to the Obligor at the best address available to IDR at the time of mailing. The letter will inform the Obligor that the Public Payment owed to the Obligor was setoff due to Debt owed to the Participating Agency.
 - 3.4.5.2 IDR will mail a letter to a known co-payee on any setoff of a Public Payment. The letter will include information regarding the opportunity for the co-payee to request a

division of the Public Payment. This letter and the letter contemplated in section 3.4.5.1. may be combined.

- 3.4.5.3 The Obligor will have 15 days from the date of the letter to challenge the setoff. Ground for such challenges will be limited to: (1) mistake of fact, including a mistake in the identity of the obligor or a mistake in the amount owed, and (2) Debt is not a Qualifying Debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment under Iowa Code section 421.65(2)(f).

3.5 Following Setoff

- 3.5.1 Amounts collected via a successful match will be forwarded periodically to the Participating Agency, reduced by the appropriate Setoff Fee.
- 3.5.2 Amounts collected will be posted to the balance due within the Program Debt Portal. If the amount of the debt is reduced as outlined in Iowa Administrative Code rule 701-26.2, the debt will be purged from the Program.
- 3.5.3 Amounts collected via a successful match will be forwarded to the Participating Agency via I/3 Internal Exchange Transaction (IET) or direct deposit. Transfer via check is not available.
- 3.5.4 If the application of a Public Payment to a Qualifying Debt results in an overpayment to the Participating Agency, and the Obligor does not challenge the setoff, the Participating Agency shall refund the overpayment to the Obligor and/or co-payee.
- 3.5.5 If, after the setoff is complete, it is determined that the person(s) whose Public Payment was setoff is not the Obligor, the Public Agency shall refund the setoff amount to the person(s) whose Public Payment was setoff.

3.6 Appeals, Challenges, and Requests to Divide Jointly or Commonly Owned Rights to Payment.

- 3.6.1 Challenges will be limited to: (1) mistake of fact, and (2) debt is not a qualifying debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment. The Participating Agency is responsible for all appeals regarding the underlying debt.
- 3.6.2 If an appeal or challenge is filed, IDR shall notify the Participating Agency that a challenge has been received. The Participating Agency shall promptly provide IDR with all information requested by IDR or other information as deemed relevant by the Participating Agency for purposes of the challenge. The Participating Agency shall make every effort to provide such information to IDR prior to the hearing date. Information received by IDR more than 10 days after the challenge received date will not be considered by IDR.
- 3.6.3 Upon receipt of a challenge, IDR shall set a time to occur within ten days of receipt of the challenge to review the relevant facts of the challenge with the Obligor. An alternative time may be set at the request of the Obligor. Following the review, IDR shall determine whether the challenge is successful and communicate the result to the Participating Agency and the Obligor.
- 3.6.4 If a setoff is appealed or challenged by the Obligor, the Participating Agency shall hold the setoff amount until a final determination is made.
- 3.6.5 The Participating Agency must adhere to IDR's determination on a challenge or request for division of a jointly or commonly owned right to payment, and has no appeal opportunity.
- 3.6.6 Should the Obligor challenge IDR's determination or the Program in court (e.g. district court, etc.) Participating Agency shall be responsible for any defense, including costs. IDR may provide assistance upon request and at IDR's sole discretion.
- 3.6.7 IDR will retain the Setoff Fee, even if the challenge or request to divide a jointly or commonly owned right to payment is successful.

3.7 Refunds

- 3.7.1 In the event an appeal or divide is successful, or a request for divide is accepted, the Participating Agency is responsible for refunding the amount due to the Obligor or co-payee.
- 3.7.2 IDR may request the amount to be refunded to be returned to IDR, rather than refunded to the Obligor or co-payee, if another debt exists for the Obligor or co-payee in the Program. In

such a case, the Participating Agency shall return the amount to IDR via I/3 Internal Exchange Transaction (IET) or Automated Clearing House (ACH) Debit.

- 3.7.3 If not notified to return the amount to IDR, the Participating Agency must issue the refund to the Obligor or co-payee within 30 days of notification of successful appeal or challenge, or the acceptance of a request for a divide by IDR.
- 3.7.4 The Participating Agency shall provide evidence that the refund was issued to IDR upon request.

ARTICLE IV

CONFIDENTIALITY AND OWNERSHIP OF DATA

- 4.1 To the extent allowed by applicable law, the Participating Agency shall be considered the custodian of records related to the Debt and any Data submitted in relation to the Debt. Participating Agency shall respond to any open records request filed under chapter 22, regarding Participating Agency's Debt in the Program.
- 4.2 Obligor Information submitted to the Program is confidential and exempt from release under Iowa Code chapter 22. Iowa Code section 421.65(2)(a). Obligor Information is not confidential taxpayer information or return information under Iowa Code section 422.20 or 422.72.
- 4.3 IDR may use Obligor Information to support the Program generally. Obligor Information received from one participating agency or credit vendor may be used to assist the Program as it applies to any other participating agency or credit vendor.
- 4.4 Obligor Directory Information may be used to update IDR's tax information system, and will be used to benefit tax administration, non-tax debt collection, identification services, and the Program.
- 4.5 Notwithstanding Section 4.4 above, Obligor Information shall only be available to persons with a business reason to access the information.

ARTICLE V

DURATION AND TERMINATION

5.1 Duration.

- 5.1.1 This Agreement shall be in force upon this document being fully signed (the "Effective Date").
- 5.1.2 The initial term of this Agreement shall be three (3) years from the Effective Date, unless terminated earlier. By mutual written agreement, the parties may annually extend the Agreement for up to three (3) additional one-year terms.
- 5.1.3 This Agreement memorializes all elements of this Agreement and supersedes any previous Agreement or negotiations related to this Agreement, whether oral or in writing. Amendments to the provisions of this Agreement may be made at any time only in writing and by the agreement and signature of all parties hereto.

5.2 Termination.

- 5.2.1 **Termination for Cause by IDR.** IDR may terminate this Agreement upon written notice of the Participating Agency's breach of any material term, condition, or provision of this Agreement, if such breach is not cured within the time period specified in IDR's notice of breach or any subsequent notice or correspondence delivered by IDR to Participating Agency, provided that cure is feasible. In addition, IDR may terminate this Agreement effective immediately without penalty or legal liability and without advance notice or opportunity to cure for any of the following reasons:
 - 5.2.1.1 Participating Agency, directly or indirectly, furnished any statement, representation, warranty, or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete;
 - 5.2.1.2 Participating Agency's or Participating Agency Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors has

committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

5.2.1.3 Dissolution of Participating Agency or any parent or affiliate of Participating Agency owning a controlling interest in Participating Agency;

5.2.1.4 IDR determines or believes Participating Agency has engaged in conduct that has or may expose IDR to material liability;

5.2.1.5 Participating Agency submits Debt that is not legally collectable, is unresponsive to IDR requests, or otherwise not compliant with this Agreement.

The right to terminate this Agreement pursuant to this section shall be in addition to and not exclusive of other remedies available to IDR and, notwithstanding any termination, IDR shall be entitled to exercise any other rights and pursue any remedies available under this Agreement, in law, at equity, or otherwise. Participating Agency shall notify IDR in writing if any of the foregoing events occur that would authorize IDR to immediately terminate this Agreement.

5.2.2 Termination for Convenience.

5.2.2.1 Following sixty days written notice, the Participating Agency may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Participating Agency. Termination for convenience may be for any reason or no reason at all.

5.2.2.2 Following written notice, IDR may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to IDR. IDR may further remove all or any portion of Participating Agency's debt from the State Setoff Program for any or no reason upon written notice. Termination for convenience may be for any reason or no reason at all.

5.2.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, either party shall, upon written notice, have the right to terminate this Agreement, in whole or in part, without penalty or liability and without any advance notice as a result of any of the following:

5.2.3.1 The legislature, governor, or other applicable governing body fail, in the sole opinion of the terminating party, to appropriate funds sufficient to allow the terminating party to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;

5.2.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by either party to make any payment hereunder are insufficient or unavailable for any other reason as determined by the terminating party in its sole discretion;

5.2.3.3 If the terminating party's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;

5.2.3.4 If the terminating party's duties, programs, or responsibilities are modified or materially altered; or

5.2.3.5 If there is a decision of any court, administrative law judge, or arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the terminating party's ability to fulfill any of its obligations under this Agreement.

ARTICLE IV ADMINISTRATION

6.1 This Agreement does not create a separate legal or administrative entity. Any real, personal, or intellectual property used in this cooperative undertaking shall be acquired, held, and disposed of by the Party which originally obtains, purchases, or develops the property.

- 6.2 During the Agreement period, the agreement managers shall be contacted on all interpretations and problems relating to the Agreement and shall follow the issues through to their resolution. The agreement managers shall also monitor performance under the Agreement. The Participating Agency agreement manager is identified in Appendix A. The IDR agreement manager is Susan Khamtanh, Procurement Officer, 515-281-5694, susan.khamtanh@iowa.gov. Agreement manager contact information may be updated without a formal amendment to this Agreement by providing written notice to the other Party.
- 6.3 Each Party represents and warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest granted to the other party under this Agreement to any person or entity.
- 6.4 **Additional Provisions.** The Parties agree that if an Appendix, Attachment, Addendum, Rider, or Exhibit is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- 6.5 **Further Assurances and Corrective Instruments.** The Parties agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement. Participating Agency understands that agreement to amendments may be required to continue participation in the Program. Failure to agree to amendments proposed by IDR may result in the termination of this Agreement and the removal of the Participating Agency's debt from the Program.
- 6.6 **No Actions or Damages.** The Parties agree that neither party may file claims or seek damages under this Agreement.
- 6.7 **Compliance with Iowa Code Chapter 8F.** Participating Agency and IDR shall comply with Iowa Code Chapter 8F with respect to any sub-agreements or contracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certificates, received from contractors by Participating Agency or IDR shall be made available upon request of the other Party.
- 6.8 **Immunity from Liability.** Notwithstanding any provision of this Agreement, nothing in this Agreement shall be construed as waiving any immunity from suit or liability in state or federal court or any other tribunal, including but not limited to sovereign immunity, Eleventh Amendment immunity, or any other immunity from suits or damages, possessed by the Parties or any officer, employee, director, attorney, auditor, contractor, or associate of the Parties.
- 6.9 **Supersedes Former Contracts or Agreements.** This Agreement supersedes all prior Contracts or Agreements between Participating Agency and IDR for the services provided in connection with this Agreement.

Iowa Department of Revenue	
Signature	Date
Name:	
Title:	

[] ("Participating Agency")	
Signature	Date
Name:	
Title:	

Appendix A

Participating is required to provide contact information for the following contacts. The Primary/Secondary for a particular type (e.g. operational, obligor) of contact may not be the same individual. However, the same individual may hold more than one contact position.

Operational Contact - Primary	
This is the primary contact for questions from IDR regarding the processing or operations of the Participating Agency's participation in the Setoff Program.	
Name:	
Title	
Phone Number:	
E-mail Address:	

Operational Contact - Secondary	
This is the backup contact for questions from IDR regarding the processing or operations of the Participating Agency's participation in the Setoff Program.	
Name:	
Title	
Phone Number:	
E-mail Address:	

Obligor Contact - Primary	
This is the primary contact for questions from Obligor's.	
Name:	
Title	
Phone Number:	
E-mail Address:	

Obligor Contact - Secondary	
This is the backup contact for questions from Obligor's.	
Name:	
Title	
Phone Number:	
E-mail Address:	

Agreement-Related Notices Should be Sent To:	
This is the contact who should receive legal notifications.	
Name:	
Title	
Phone Number:	
E-mail Address:	
Address:	
City:	
State:	
Zip Code:	



MEMORANDUM

TO: Mayor and City Council

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

DATE: August 21, 2023

RE: Adopt a Resolution Supporting the Installation of Art in Public Spaces in Downtown with a Financial Contribution and Authorizing the Mayor to Sign a Letter of Support for Arts R Alive's Grant Application to the Rural Enrichment Grant Administered by Iowa Economic Development Authority

SUMMARY: The Iowa Economic Development Authority has several grant opportunities throughout the year. The Rural Enrichment Grant program is currently accepting applications. Arts R Alive will be pursuing a grant to install art in public spaces in the City's downtown and is requesting support of the project concept and grant application.

PREVIOUS COUNCIL ACTION: City Council has previously provided letters of support to local groups when pursuing grant opportunities. City Council has previously approved art installations in public spaces within the community.

BACKGROUND/DISCUSSION: On an annual basis, the Iowa Economic Development Authority has several grant opportunities. The Rural Enrichment Grant program is currently accepting applications. The program aims to support small quality of life projects that create meaningful results in rural communities. The grant deadline is August 30, 2023.

Arts R Alive is proposing to pursue a grant for the installation of art in public spaces downtown, specifically the bump-outs. The specific location of the installations are still being finalized. The inclusion of art in public spaces is a method often used to enhance the aesthetic appeal of downtown areas. Public Art integration provides an opportunity to enhance the downtown by providing residents and visitors with a cultural experience. The integration of public art into the bump-out areas of the downtown were also identified as recommended priorities by the Iowa Downtown Resource Center Downtown Assessment that was completed earlier this year. In 2021, the City Council adopted the City's Comprehensive Plan with a chapter specific to the Downtown. The project Arts R Alive is proposing aligns with goals identified in the Comprehensive Plan to establish downtown Webster City as a vibrant economic hub, beautify and activate the downtown, and to establish downtown Webster City as a destination. Attached to this report is a summary of the economic benefits of public art that the Webster City Area Chamber of Commerce put together.

Securing additional funding to enhance our community is vital to realizing the vision and goals of establishing a vibrant downtown. Arts R Alive is pursuing a Rural Enrichment Grant through the Iowa Economic Development Authority. The grant guidelines request a letter of support from the Mayor. Arts R Alive is seeking support of the project and a letter of support from the Mayor to complete the application.

In addition, the Iowa Economic Development Authority grants score best when there is financial partnership involved from the City. Staff is recommending the City Council support the project with a \$1,500 match.

The project partners and commitments are noted below:

Oswelier's	\$800
SSMID	\$1,500
Arts R Alive	\$150
Chamber	\$100
City	\$1,500 (<i>pending approval</i>)

Total Contributions: \$4,050

Grant Application Ask: \$8,100

Project Budget: \$12,150

The City Code notes that no art in public places shall be located or erected unless the design and proposed location has been submitted to the Planning & Zoning Commission. Due to the tight timeline for the grant, the Planning & Zoning Commission has not received a formal request for the installations but is aware that public art is being proposed in the downtown bump-outs, among the existing trees or an alternative appropriate public location. Final details of the grant application and project are being worked out and finalized. Once more details are known and if grant is awarded, Arts R Alive will submit a formal request to complete the installations.

(9) *Recommendations of improvements.* No statuary, memorial or work of art in a public place, and no public building, bridge, viaduct, street fixtures, public structure or appurtenances, shall be located or erected, or site therefor obtained, nor shall any permit be issued by any department of the city for the erection or location thereof until and unless the design and proposed location of any such improvement shall have been submitted to the commission and its recommendations thereon obtained, except such requirements and recommendations shall not act as a stay upon action for any such improvement when the commission after 30 days' written notice requesting such recommendations, shall have failed to file same.

City staff recommends the City Council adopt a resolution supporting the installation of art in public spaces in downtown with a financial contribution and authorizing the Mayor to sign a letter of support for Arts R Alive's grant application to the Rural Enrichment Grant administered by the Iowa Economic Development Authority.

FINANCIAL IMPLICATIONS: The financial impact to the City would be \$1,500. The contribution would be paid for from the Economic Development Fund.

RECOMMENDATION: Staff recommends the City Council adopt a resolution supporting the installation of art in public spaces in downtown with a financial contribution and authorizing the mayor to sign a letter of support for the grant application.

RESOLUTION NO. 2023 -

**RESOLUTION SUPPORTING THE INSTALLATION OF ART IN PUBLIC SPACES IN DOWNTOWN
WITH A FINANCIAL CONTRIBUTION AND AUTHORIZING THE MAYOR TO SIGN A LETTER OF SUPPORT
FOR ARTS R ALIVE'S GRANT APPLICATION TO THE RURAL ENRICHMENT GRANT ADMINISTERED BY
IOWA ECONOMIC DEVELOPMENT AUTHORITY**

WHEREAS, the City of Webster City supports local organizations who strive to improve the community; and,

WHEREAS, the City of Webster City supports projects that enhance and beautify the downtown; and,

WHEREAS, the project Arts R Alive is pursuing aligns with the goals of the Downtown Chapter of the 2021 Comprehensive Plan to establish downtown Webster City as a vibrant economic hub, beautify and activate the downtown and establish downtown Webster City as a destination; and,

WHEREAS, Arts R Alive is a local community organization seeking to pursue a grant to install art sculptures in the bump-outs downtown; and,

WHEREAS, the City of Webster City supports the proposed project and grant application; and

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

SECTION 1: Authorizes the Mayor to provide a letter of support for the grant application to Arts R Alive.

SECTION 2: Commits \$1,500 from the Economic Development Fund towards the project.

Passed and adopted this 21st day of August.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

ECONOMIC IMPACT ARTS & CULTURAL AMENITIES

Enhancing the identity and character of our community through public art directly supports cultural tourism and economic development strategies, which can both retain and attract residents. A healthy public art ecosystem also drives the growth of new businesses

Monarch Butterfly Migration Mural
Downtown Webster City

"Our non-profit arts groups are a powerful economic force, and act as a magnet for tourism. Even more important, they help educate and inspire our citizens and stimulate creativity in the workplace and in our schools."

-J. Clayton Hering,
President of Northwest Business for Culture and the Arts

What's the Return?

Today's workforce seeks certain characteristics in the places they choose to live. Places with entertainment options, public interaction, lively streets, recreational and educational amenities are preferred, along with arts and culture activities and amenities.

Aesthetics is one of the top three elements that builds community attachment with local residents. Arts, culture, and creative implementations can:

- Improve a community's competitive edge
- Attract new residents and visitors
- Bridge the visions of arts community and business leaders

Public Art is Economic Development

Webster City has a strong foundation of civic organizations working to add vibrancy to the Webster City area and enhance the quality of life. These volunteer groups serve as an important piece of Webster City's community development. Their efforts and projects can be instrumental working towards a "rural return." Local successes include the ArtsRAlive sculpture park, renovation of the Webster Theater, local community theater productions, experiential art classes, and 21 public art pieces installed throughout the community.

What Can Public Art Do?



Attract Young Professionals

Survey results indicate strong consideration on whether a community is rich in the arts when deciding to relocate:

- 49% of people with college degrees
- 52% of Millennials
- 54% of Generation X



Increase Local Development

Since Mankato, MN's sculpture walk inception in 2011, development in their city's core has increased by 414%, as a result of a combination of efforts. Recent survey responses indicated travelers came from 75+ miles away and typically spent \$50 in the community.



Drive Local Tourism

The Farm/Art DTour in Sauk County, Wisconsin generated tourism in the area with an estimated 4,200 visitors—over 65% of whom traveled over 50 miles to see the installations which helped to increase the revenue of many local businesses; some of whom saw revenue increases as much as 300%.



Stimulate Retail & Increase Property Values

Public art increases the attractiveness and desirability, increasing property values, ultimately benefiting local government and stakeholders. Public art installations encourage people to stay in the downtown district, boosting local revenues.

Source: American Planning Association, 2011
Americans Speak Out About the Arts, 2018
Mankato Area Foundation, 2023
Photo Credit: OHP Marketing Services



MEMORANDUM

TO: Mayor and City Council

FROM: Brian Stroner, Environmental/GIS/Safety Coordinator
Daniel Ortiz-Hernandez, City Manager

DATE: August 21, 2023

RE: Adopt a Resolution Authorizing the Mayor to Sign and Execute Oxbow Restoration Agreement with the Nature Conservancy for the Oxbow Restoration Project at Brewer Creek Park

SUMMARY:

The Nature Conservancy (TNC) approached the city earlier this year about wanting to locate and facilitate an oxbow restoration. An oxbow is an area that a river or stream used to flow. The purpose of an oxbow restoration is to improve wildlife habitat and surface water quality, and to provide flood storage so flooding downstream won't be as severe.

The area that TNC determined was best suited for a restoration project was in Brewer Creek Park, not that far from the west parking lot off of Beach Street.

PREVIOUS COUNCIL ACTION:

This type of project has not been before council in the past. A similar project would be the Riverside Stormwater Wetland. But this project does not intercept any stormwater lines and is a smaller size.

BACKGROUND/DISCUSSION:

In the past few months, The Assistant City Manager, Parks and Recreation Director, and/or myself have met with TNC at the project site, at City Hall, and via email. There have been some requests/tweaks to the original draft plans that have been made.

TNC has worked with private landowners in the Boone River Watershed and have created other oxbow restorations.

One thing that TNC is requiring is that the City enters into a Landowner Agreement with them. In the agreement it basically states that the City can't alter the project area for 10 years.

On July 20, 2023 the Parks and Recreation Commission approved the project.

On August 14, 2023 the Planning and Zoning Commission approved the project.

FINANCIAL IMPLICATIONS:

The City will incur no financial implications. TNC received a Federal/State grant to do water quality projects in the Boone River Watershed. Permitting, acquiring contractors, and payments will all be done through TNC. TNC's funds for the grant will need to be used by June of 2025

RECOMMENDATION:

Recommend that the City proceed with this project.

RESOLUTION NO. 2023 -

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE OXBOW RESTORATION AGREEMENT WITH THE NATURE CONSERVANCY FOR THE OXBOW RESTORATION PROJECT AT BREWER CREEK PARK

WHEREAS, the City Council of the City of Webster City, Iowa, finds that surface water quality improvement projects are beneficial to Webster City; and

WHEREAS, the City Council of the City of Webster City, Iowa, finds that the Oxbow Restoration Project will be beneficial to Webster City; and

WHEREAS, the City Council of the City of Webster City, Iowa, was approached by The Nature Conservancy as a project site as reflected in Exhibit "A"; and

WHEREAS, The Nature Conservancy will pay for expenses associated with the Oxbow Restoration project; and

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

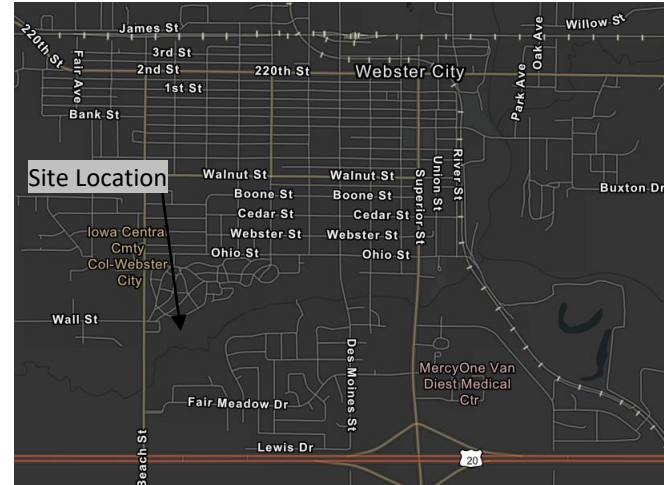
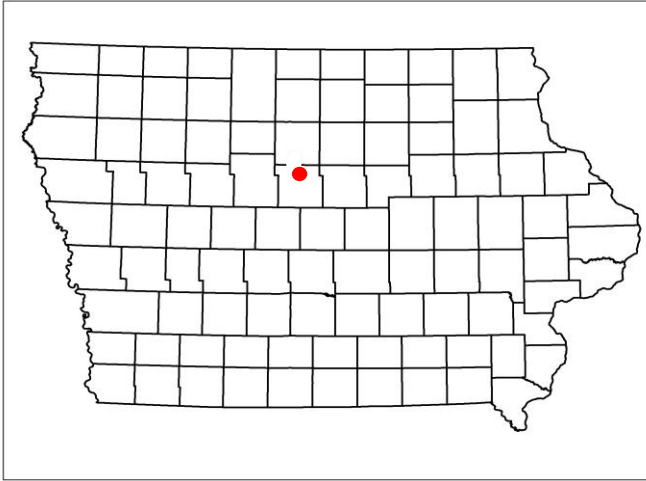
Section 1. The Mayor is authorized to sign and execute Agreement with The Nature Conservancy for the Oxbow Restoration Project at Brewer Creek Park.

Passed and approved this 21st day of August, 2023.

John Hawkins, Mayor

ATTEST: _____
Karyl K. Bonjour, City Clerk

Hamilton County, Iowa



Site Location

The site is located in the city limits of Webster City. In the Southeast quarter of section 12 of the Cass township in Hamilton County, Iowa (<https://arcg.is/OGCqbf0>). The site is owned by the City of Webster City.

Approximate Quantity Summary Table (subject to change)

Item / Description	Quantity*	Unit
Excavation	5,431	Cu. Yds.
Tree and Brush Removal	None	Ac.
Seeding	3	Ac.

*Quantity calculations are based off area with no density adjustments for haul quantity. Final payment will be made off a resurvey of the excavation if there is a discrepancy between the plans and what is completed during construction. Any quantity adjustment for load counts or hauled quantity shall be the contractor's responsibility and considered incidental to plan quantity listed in the table above.

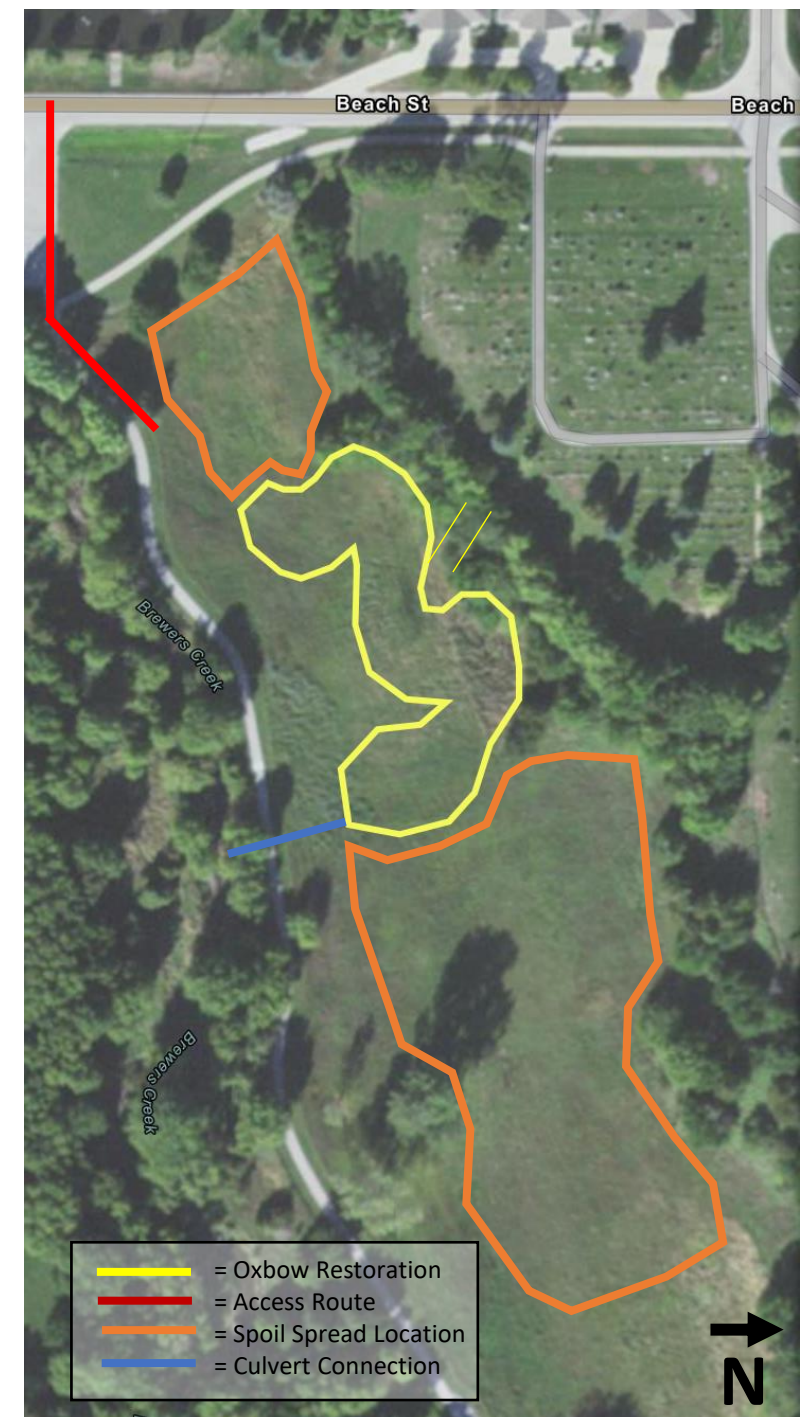


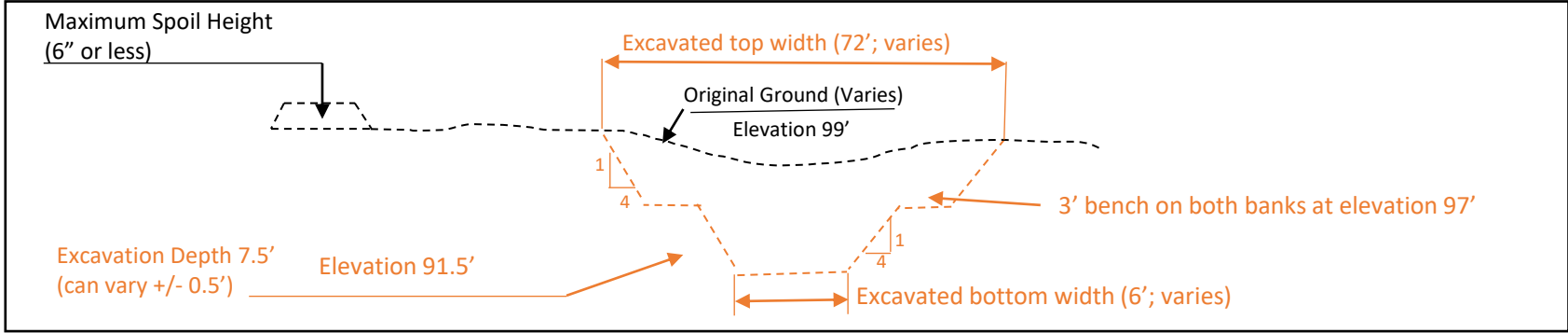
Oxbow Design
Hamilton County, IA
T88N R26W S12

Designed Karen Wilke

Date 07/21/2023

Status Final





Contractor is required to follow
Iowa One Call Law
IowaOneCall.com or Call 811
Ticket # _____

If a cultural resource is identified during
construction, stop immediately and
notify the lead Federal Agency

Overview

1. The Nature Conservancy is responsible for acquiring all permits needed for construction. No work may begin until all permits are in place. Contractor shall restore the oxbow to the following specifications:
2. Excavation elevation = 91.5'. If gravel layer is uncovered before final excavation elevation stop construction and contact the project manager.
3. Excavation estimate = 5,431 cu. yds. Area of excavation = 0.86 acre.
4. The contractor is responsible for determining the most efficient and cost-effective equipment needed to accomplish the project objectives.
5. Maximum steepness for constructed side slopes = 4:1. Limit disturbance to minimize erosion. Slopes should be as gentle and smooth as the site allows.
6. Bottom Width = average is 6 ft (varies); Top Width = average is 72 ft (varies).
7. Length of oxbow = 520 ft total, dug into 2 separate pools of 260 ft each.
8. All disturbed areas will be re-seeded to CRP seed mix, including the banks of the oxbow and spoil spread area. Total area of seeding is estimated at 3 acres. Mix with a quick establishing cover crop to stabilize the banks.
9. Excavated spoil will be spread outside of the regulatory floodplain, as shown on page 1.
10. **Constructing can only take place when oxbow is dry or frozen solid to minimize impact on federally endangered Topeka Shiner.**



Oxbow Design
Hamilton County, IA
T89N R25W S22

Designed Karen Wilke
Date 07/21/2023
Status Final **88 of 165**

Project Manager
Karen Wilke, The Nature Conservancy
(480) 678-2352
kwilke@tnc.org

OXBOW RESTORATION AGREEMENT

This is an Agreement between The City of Webster City, Iowa ("**Landowner**"), whose address is 400 Second Street, PO Box 217, Webster City, IA 50595 and The Nature Conservancy, a non-profit corporation of the District of Columbia ("**Conservancy**"), whose local address is 505 5th Avenue, Suite 630, Des Moines, IA 50309.

RECITALS:

- A. The Conservancy is working in the Boone River watershed to improve water quality, improve hydrology, and maintain biodiversity through habitat creation and restoration.
- B. Landowner owns certain land located within the Boone River watershed in Hamilton County, Iowa, which is legally described in as:

The Northwest Quarter (NW ¼) of Section twelve (12), Township eighty-nine (89) North, Range twenty-six (26), West of the 5th P.M., Hamilton County, Iowa ("**Property**").
- C. The Conservancy and Landowner wish to restore two oxbows on the Property to provide nutrient processing, water storage, and wildlife habitat benefits, specifically for the endangered Topeka shiner.

In order to cooperate in the oxbow restoration on the Property, Landowner and the Conservancy agree as follows:

- 1. **Oxbow Restoration.** Landowner shall allow the Conservancy, its employees, agents and contractors to enter the Property to reconstruct an oxbow to it's former meander where it has been cut off from the present flow of the river as shown on attached **Exhibit A** (collectively, the "oxbow"). Material excavated to reconstruct the oxbow may be stockpiled or permanently spread on an upland portion of the Property at a location selected by Landowner. The Conservancy shall obtain any permits required to reconstruct the oxbow and shall pay the costs of reconstructing the oxbow and of re-seeding disturbed areas.
- 2. **Oxbow Function and Maintenance; Future Owners.** Landowner shall allow drain tile water to flow through the reconstructed oxbow, if applicable. Landowner shall not modify the reconstructed oxbow for at least ten (10) years after reconstruction is complete without the prior written consent of the Conservancy. If Landowner sells the property, Landowner remains responsible to reimburse the Conservancy as set forth in Paragraph 5 below. The obligation to maintain the restoration may be included in obligations assumed by the new owner through a purchase and sale agreement, but the contractual obligations herein shall remain joint and severable.
- 3. **Access by Conservancy and Others.** For up to ten years following reconstruction of the oxbow, the Conservancy, its employees, agents and contractors shall be entitled to:
 - a. Enter the Property to monitor water quality, water storage, and habitat benefits. Monitoring activities may include collecting water samples, deploying area velocity meters and water level loggers to determine flow and water levels throughout the oxbow, and fish surveys with assistance from the U.S. Fish and Wildlife Service and/or Department of Natural Resources. The Conservancy will provide information to Landowner about monitoring results.
 - b. Bring third parties interested in the reconstruction onto the Property for educational and outreach activities provided that Conservancy provide Landowner with reasonable prior notice of each visit.

4. **Research Results.** The Conservancy shall be entitled to publish the results of the oxbow reconstruction and monitoring, provided that the Conservancy will not identify Landowner by name unless Landowner consents to being identified in published results.
5. **Term and Termination.** The term of this Agreement shall begin on date of last signature and shall end on August 1, 2033.

This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. The Conservancy may terminate this agreement immediately in the event the Landowner fails to comply with the terms of this Agreement or if monies to fund this Agreement are not available to the Conservancy for any reason. However, if the Landowner terminates the Agreement before its expiration, or if the Landowner should fail to maintain the oxbow for the length of the Agreement, the Landowner agrees to reimburse the Conservancy prior to final termination for the pro-rated costs of the oxbow placed on the property through this agreement through funds provided by the Conservancy, not to exceed \$5,850 for each year left under the Agreement.

6. **Certification for Conflict of Interest Determination.** Landowner certifies that the information Landowner has provided on **Exhibit B** entitled "**Conflict Inquiry Form**" is true and correct to the best of Landowner's knowledge. In the event that any material misrepresentation in the Disclosure Form is discovered during the term of this Agreement, the Conservancy may elect to declare this Agreement null and void and immediately terminate it.
7. **Notice of Transfer.** Landowner will notify the Conservancy in writing at least 30 days before closing of any planned sale or other change in the ownership of the Property.
8. **Contacts.** The primary contact at the Conservancy will be Karen Wilke, Freshwater Specialist, 505 – 5th Avenue, STE 630, Des Moines, IA 50309 (480-678-2352), kwilke@tnc.org. The primary contact for the Landowner will be Brian Stroner, 400 Second Street, PO Box 217, Webster City, IA 50595, (515-832-9151), brian_stroner@webstercity.com.

Landowner

Date

The Nature Conservancy

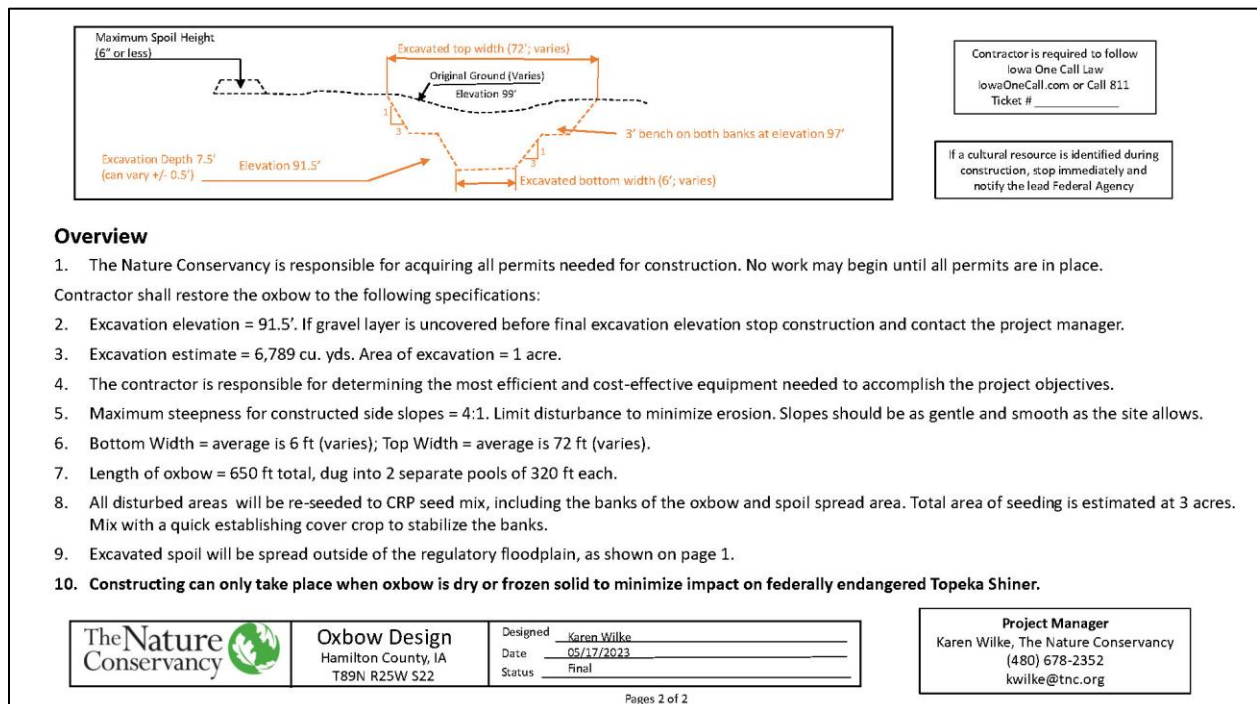
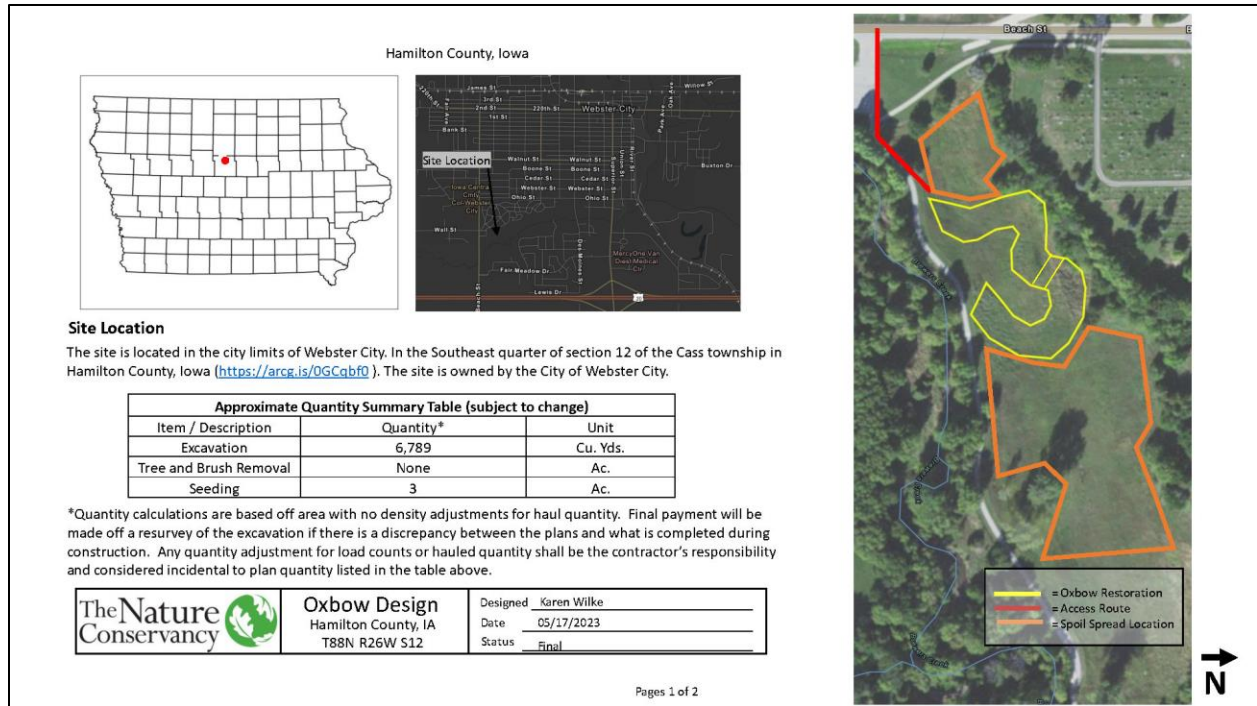
Karen Wilke

Karen Wilke, Associate Director of Freshwater

07/05/2023

Date

Exhibit A Oxbow Restoration Designs





CONFLICT INQUIRY FORM

STEP 1: DESCRIPTION OF PARTIES & TRANSACTION

Name of individual or organization entering into transaction with TNC:	City of Webster City, Iowa
Legal identity of individual or organization* entering into transaction with TNC (select one):	<input type="checkbox"/> Individual <input type="checkbox"/> For-Profit Organization <input checked="" type="checkbox"/> Non-Profit Organization
<i>*"Organization" includes a for profit corporation, partnership, trust, estate, joint venture, limited liability corporation, professional corporation, an unincorporated entity, a foundation, public board, commission, 501(c)(3) or other charitable organization.</i>	
Type of Transaction (select one):	<input type="checkbox"/> Contract for Services <input type="checkbox"/> Grant Agreement <input type="checkbox"/> Purchase Order <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Real Estate Transaction <input checked="" type="checkbox"/> Other
If you selected "Other" or "Real Estate," include description here (for real estate, describe property, size, and type of deal (sale, gift, lease, etc.)):	Landowner agreement for oxbow restoration

STEP 2: DEFINITIONS & QUESTIONS (Complete *only* the section relevant to your organization)

- (1) **TNC Key Employees and Board of Directors:** Please refer to the attached list of Key Employees and members of Board of Directors (includes individuals who have left relevant TNC positions within the past five (5) years).
- (2) **TNC Trustee:** Individuals serving as a Trustee or Advisor to TNC.
- (3) **Substantial Contributors:** Individuals or organizations who have made total aggregate contributions to TNC of (i) ≥ US \$5 million during the current fiscal year or (ii) ≥ US \$25 million within the last five (5) fiscal years. Fiscal years run from July 1st through June 30th.
- (4) **Family Members and Close Relatives:** Family members of any individual listed above, such as spouse, domestic partner, parent, sibling, child, dependent, other progeny and ancestors.

SECTION 1. INDIVIDUALS (explain any "yes" answers in Step 3):	Yes	No
a. Are you now, or have you been in the last five (5) fiscal years, (i) a TNC "Key Employee" or (ii) a member of the TNC Board of Directors?		
b. Are you now, or have you been in the last twelve (12) months, (i) a TNC Employee, (ii) a Chapter Trustee, or (iii) a member of a Country Program Advisory Council or a similar advisory group?		
c. Are you a Substantial Contributor to TNC?		
d. To your knowledge, are you a family member or close relative of any individual identified in paragraphs a, b, or c above?		

SECTION 2. FOR-PROFIT ORGANIZATIONS (explain any “yes” answers in Step 3):	Yes	No
a. Is your organization a Substantial Contributor to TNC?		
b. Now, or at the time of the proposed transaction, to the best of your knowledge, do any of the following (individually or collectively with other such persons) (i) own more than <u>35% of the stock or value</u> of your organization (directly or indirectly) and/or (ii) have a controlling influence over the organization’s management or policies (ex. key management or board member): <ul style="list-style-type: none"> • TNC employee (or former employee who left within the last twelve (12) months); • TNC Key Employee; • TNC Board Member; • Substantial Contributor to TNC; • TNC Chapter Trustee or Advisory Council Member for TNC or TNC’s related entities (or former trustees/members who left within the last twelve (12) months); and/or • Family members or close relatives of the above individuals. 		
c. Now, or at the time of the proposed transaction, have or will any TNC Key Employees or members of the Board of Directors serve in the following positions of your organization? <ul style="list-style-type: none"> • Officer, director, trustee, key employee, or partner; • Member (if your organization is a limited liability corporation); and/or • Shareholder (if your organization is a professional corporation). 		
SECTION 3. NON-PROFIT ORGANIZATIONS (explain any “yes” answers in Step 3):	Yes	No
a. Now, or at the time of the proposed transaction, do any of the following (individually or collectively with other such persons) have the ability to influence management of the entity: <ul style="list-style-type: none"> • TNC employee (or former employee who left within the last twelve (12) months); • TNC Key Employee; • TNC Board Member; • Substantial Contributor to TNC; • TNC Chapter Trustee or Advisory Council Member for TNC or TNC’s related entities (or former trustees/members who left within the last twelve (12) months; and/or • Family members or close relatives of the above individuals. 		

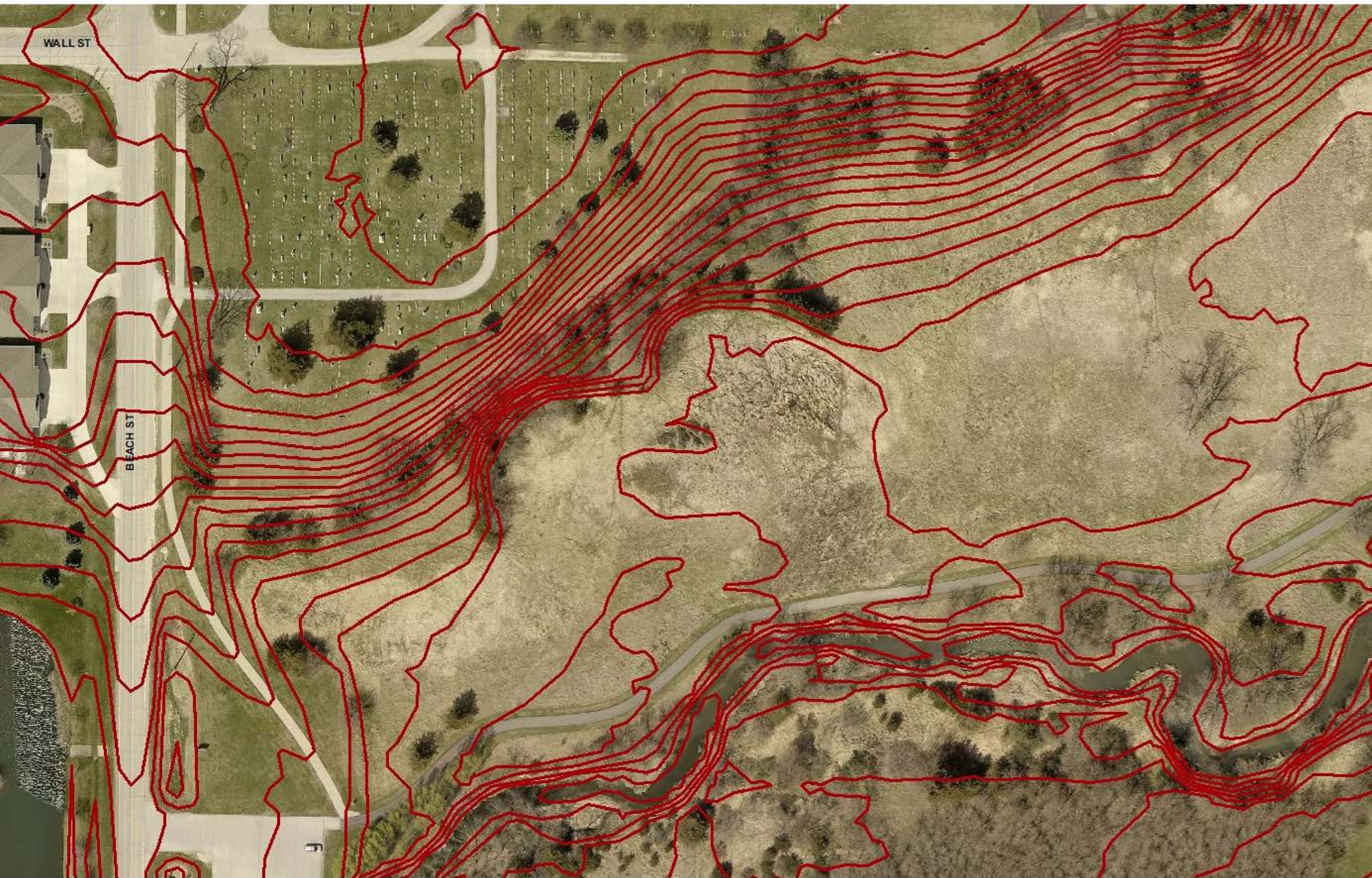
STEP 3: COMMENTS (Explain any “yes” answers checked above. Attach additional pages as necessary.)**STEP 4: NOTICE OF TNC CODE OF CONDUCT & SIGNATURES**

TNC expects itself and everyone with whom it does business to conduct themselves in ways that are consistent with TNC's Code of Conduct found at www.nature.org/codeofconduct. Anyone (whether a part of TNC or not) may contact the TNC Helpline (anonymously, if desired) with questions, concerns, or suspected violations at www.nature.org/tnchelpline.

The undersigned certifies the information in the inquiry form is true and correct to the best of their knowledge.

Signature:	
Printed Name:	
Title (if for an organization):	
Address:	
Date of Signature:	

TNC COVERED PERSONS The following are individuals who are currently or have been, during the preceding five (5) fiscal years, a TNC “Key Employee” or a member of the Board of Directors.			
List Current as of April 17, 2023			
<u>Current Key Employees</u>	<u>Former Key Employees</u>	<u>Current Board of Directors</u>	<u>Prior Board Members</u>
Nathalie Augustin David Banks Hans Birle Matt Brown Jan Glendening Tom Neises Bola Olusanya Michael Sweeney	James Asp Mark Burget William Ginn Katharine Hayhoe Wisla Heneghan Steve Howell Brian McPeek Hugh Possingham Mark Tercek Leonard Williams	James Attwood, Jr. Amy Batchelor John Bernstein Michelle DePass William Frist Harry Hagey Margaret Hamburg Fred Hu Shirley Ann Jackson Sally Jewell Nancy Knowlton Edwin Macharia Claudia Madrazo Jennifer Morris Douglas Petno Sergio Rial Vincent Ryan Brenda Shapiro Kent J. Thiry Kevin Weil Ying Wu	David Blood Shona L. Brown Gretchen C. Daily Steven A. Denning Laurence Fink Joseph H. Gleberman Andrew Liveris Jane Lubchenco Jack Ma Craig McCaw Thomas J. Meredith Thomas Middleton Ana M. Parma Stephen Polasky Rajiv Shah Mark Tercek Thomas J. Tierney Moses Tsang Frances A. Ulmer P. Roy Vagelos Margaret C. Whitman
TNC’s Related Entities (If applicable)			
Key Employees (members of Related Entity leadership team):	Current Fiduciary Board Members, if applicable:		













OXBOW

RESTORATION TOOLKIT



The creation of this toolkit was funded by the Resource Enhancement and Protection Conservation Education Program (REAP CEP). The toolkit and its creators do not guarantee the 'success' of restoration projects and are in no way liable for any projects created by using this toolkit. We assume users have background education in a natural resources management field, experience implementing restoration projects, will seek technical assistance when questions or uncertainty arises, and will implement oxbow restorations to address specific resource concerns or conservation objectives. Although the toolkit offers best practices for oxbow restorations, information is subject to change – make sure to check for up-to-date standards, permits, and practices. Please also reach out to the developers to provide feedback and ideas for improvement during future updates.



Research Center for Farming Innovation



102 of 165



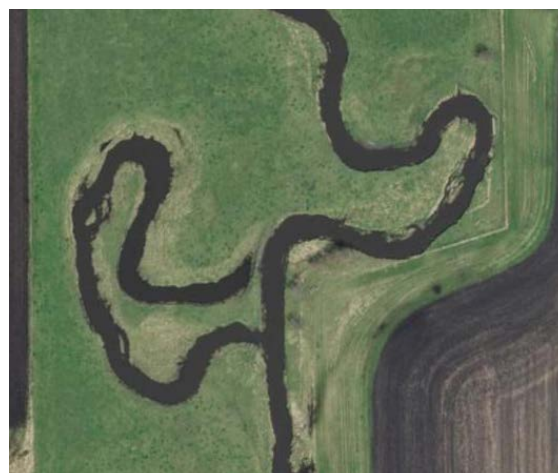
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INTRODUCTION

Rivers are dynamic landscape features that change course over time, naturally and as a result of human influences, resulting in river meanders cut-off from stream channel. These cut off river meanders, known as 'oxbows' are usually 'U' shaped and generally are in greater abundance in downstream reaches. Using the tools and procedures referenced in this toolkit, we estimate some individual prairie streams have more than 400 oxbows of varying size and condition, so it's conceivable there are tens of thousands of oxbows across Iowa's landscape. However, that doesn't mean that all oxbows need to be restored. Oxbows naturally fill in with sediment from runoff and stream erosion, evolving from oxbow 'lakes' to oxbow 'wetlands' to barely detectable 'scars'. They are, in fact, nature's natural sediment collection basins within river floodplains and the Iowa DNR estimates "Approximately 40,000 acres of river oxbows and overflow wetlands are associated with Iowa streams." However, oxbow formation and sedimentation is believed to have accelerated since European settlement due to runoff from agricultural fields, drainage improvements (e.g., channelization, dredging, tiling, etc.), and development (e.g., building and maintaining roads and infrastructure, etc.). As sediment (also known as post-settlement alluvium) is deposited in oxbows, floodwater retention decreases, water quality benefits can be lost, and fish and wildlife habitat can be degraded. Fortunately, this means there is a great opportunity to restore oxbows when the goal is to increase floodwater storage, improve fish and wildlife habitat, and/or improve water quality. Indeed, restored oxbows are now being recognized for their broad, multiple benefits as indicated by the addition of oxbow restoration as a practice in the Iowa Nutrient Reduction Strategy (on average, restored oxbows achieve >40% nitrate reduction). As an added benefit, oxbow restorations are relatively easy to plan and implement compared to other conservation practices.

Oxbow 'restoration' consists of removing post-settlement alluvium (aka sediment deposited since European settlement) from an oxbow scar to return the oxbow to its original or enhanced condition and results in improved aquatic resource functions. Oxbow 'creation' occurs when an area is



NATURALLY FORMED OXBOW



ARTIFICIALLY CREATED OXBOWS

excavated to create an oxbow-like habitat where there is no historical evidence of a meander. This toolkit is not intended to be a guide for oxbow creations. The purpose of this toolkit is to provide conservation service providers (CSP's) with all the tools, resources, and knowledge needed to complete an oxbow restoration from start to finish to increase the implementation of oxbow restorations as a multi-purpose practice in Iowa and beyond. This toolkit is meant to function as a step-by-step guide. Although the toolkit offers best practices for oxbow restorations, information is subject to change – make sure to check for up-to-date standards, permits, and practices.

OXBOW RESTORATION PROCESS



DEVELOPER CONTACT INFORMATION

The Nature Conservancy – Iowa Freshwater Specialist

505 5th Avenue, Suite 630, Des Moines, IA 50309 • 515.244.5044 • iowa@tnc.org

U.S. Fish and Wildlife Service

Iowa Private Lands Office 9981 Pacific Street, Prairie City, IA 50228 • 515.994.3400

Union Slough National Wildlife Refuge 1710 360th Street, Titonka, IA 50480

Iowa Department of Agriculture and Land Stewardship – Division of Soil Conservation & Water Quality

502 E. 9th Street, Des Moines, IA 50319 • 515.725.1298

Iowa Soybean Association - Research Center for Farming Innovation

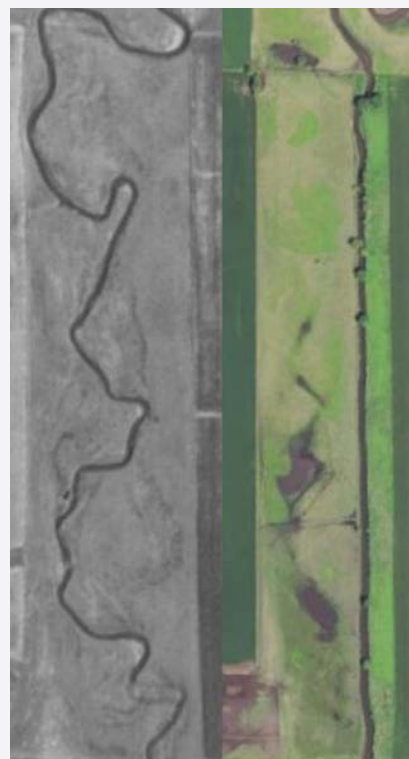
1255 SW Prairie Trail Pkwy, Ankeny, IA 50023 • 515.251.8640

STEP 1: MAPPING AND ID

Summary: Finding potential oxbow restoration sites is the first step in the restoration process. Being able to identify and map priority areas or possible locations gives you the ability to target your outreach program and more efficiently manage your time. Understanding how oxbows are created will help you refine your eye when searching for them on the landscape. Oxbows can be created by streams moving through the landscape and cutting off meanders or by human alterations of the stream (e.g. stream straightening, levees, and creation of roads). There may be opportunities to “create” oxbows where historic oxbows are not present, however this toolkit focuses on identifying, restoring, and/or enhancing existing oxbows.

The most accurate way to map potential oxbow restoration sites is to compare current and historic aerial imagery maps (e.g. 1930's – present) to locate areas where the river has changed or cut off meanders¹; however, these maps may not show oxbows that were created prior to available aerial imagery. Using GIS layers like lidar and 2' contours gives you the opportunity to search for depressions along stream corridors and their floodplains that may not be visible from imagery; however, these maps may miss oxbows that are currently completely filled in with sediment². Therefore, it's best to use a combination of spatial data (aerial, lidar, and contour layers) to search for and identify oxbows.

An oxbow mapping tool, created by Iowa State University, can be used if your watershed already has Agriculture Conservation Planning Framework (ACPF) modeling data^{3,4}. One thing to note is this tool is not 100% accurate and has its limitations, so using both methods to ID potential sites is recommended.



**THE SAME STREAM IN
THE 1930S VS. PRESENT**



**MAPPED POTENTIAL
OXBOWS**

Checklist:

- Identify potential restoration sites using GIS, current and historic aerial imagery, LiDAR, and/or the National Wetland Inventory “wetland mapper”⁵.
- Place a point or polygon where you find potential sites.
- Overlay county parcel information to collect landowner information⁶.
- Identify possible reference sites that you may want and be able to visit during your Site Visit.

STEP 1: **MAPPING AND ID****Include details about the site in your attributes table such as:**

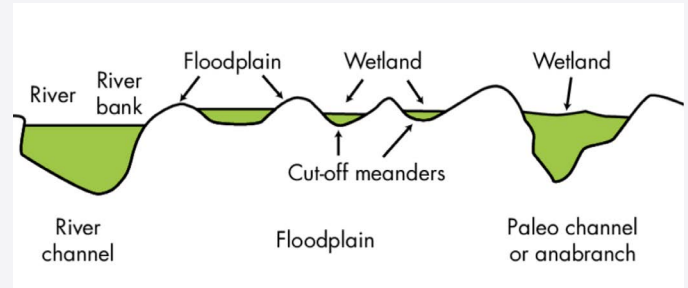
Location (latitude, longitude, legal description, etc.)

Landowner name and contact information

Size of potential restoration (acres, length, width)

Prioritization or ranking:

- Located in a priority watershed
- Proximity to threatened/endangered species or species of greatest conservation need that would benefit from oxbow restoration
- Potential stability of site based on its location relative to the current stream channel, floodway, and adjacent runoff (e.g., oxbows on inside bends have less risk of leading to channel changes)
- Past, future, and current landuse (crop, grazed, idle, etc.)
- Evidence of oxbow not holding water in average and dry years (less/no water may indicate greater need for restoration)
- Number of trees that need to be removed (tree removal greatly adds to cost of restoration)
- Evidence or suspicion of tile or culvert outlets (may indicate opportunity to achieve water quality benefits and/or additional challenges of working at a particular site)
- Amount of sediment deposited in oxbow (see survey; substantial sediment equates to greater opportunity to improve floodwater storage, increase water residence time and thereby improve water quality post-restoration).
- Current oxbow function within the landscape context (e.g., prioritize restoring oxbows that are most degraded based on current function/habitat vs. desired function/habitat vs. Reference site function/habitat)
- Landowner wildlife observations and/or survey information on the quality of vegetation, wildlife, and function (note: an "oxbow quality index" tool is being developed that could help assess oxbow quality, especially those restored to benefit Topeka shiner) ⁷.

**Resources:**

Historic aerial imagery and other GIS files and tools ^{1, 2, 8, 9, 10}

Oxbow Mapping Tool and User Guide ³

County parcel data ⁶

Landowner contact information ^{11, 12}

NRCS Engineering tools ¹³

STEP 2: LANDOWNER OUTREACH

Summary: Landowner outreach is essential for cultivating landowner interest in restoring degraded oxbows. Most landowners will likely not know they have an oxbow on their property, let alone what an oxbow is or if it's restorable. There are many different tools to raise awareness of the benefits of restored oxbows depending on your intended audience. Messaging should focus on the multiple benefits that restored oxbows can provide for water quality, floodwater storage, wildlife habitat, livestock, improved aesthetics, and for increasing the conservation value of the land. The list and examples below are intended to give you an idea of the types of outreach techniques that have proven to be successful. Please feel free to use the examples below in your own outreach efforts or personalize them to your own projects.



Checklist:

Invite the landowner to join you to the potential restoration site to talk through all options and their interests.

Be prepared to answer FAQ's (see Learning) about oxbows and what Funding exists.

Outreach targeted to landowners with potential oxbows:

- Personalized letter ¹⁴
- Generic letter ¹⁵
- Phone calls
- One-on-one meetings at the site or your office

Outreach for the general public:

- Field days
- Presentations at meetings or conferences ^{16, 17}
- Brochure ¹⁸
- Newspaper articles ¹⁹
- Websites and social media ^{20, 21}
- Share resources with partner organizations who can help promote (ag retailers, ISU extension, NRCS, etc.)

STEP 3: SITE VISIT

Summary: If a potential oxbow restoration has been identified and the landowner has expressed an interest in restoration, you are ready for a site visit. Ensure you have permission to visit the site from the landowner and tenant, and invite them to meet you at the site to discuss options. The purpose of the site visit is to gather information about the site, oxbow, and landowner. Information gathered will help you evaluate if a project is feasible and will meet the objectives of the landowner, address resource concerns, fulfill funding source requirements, and determine permit requirements. Site visits will also give you information to prepare for survey, design, and permits. This might require multiple visits depending on schedules, timelines, time of year, etc.



The visit can be broken down into two main parts:

- 1) Prepare maps that will be useful for understanding the site and preparing for survey and design.
- 2) Discussion with landowner to establish their short- and long-term goals for the oxbow and property, expectations, resource concerns, and site history.

Checklist:

- 1) Prepare maps that will be useful for understanding the site:

A zoomed in Project Map to provide location and details of the oxbow and surrounding area. In addition to aerial satellite imagery, also consider incorporating other layers into you maps including floodplains, elevation information (Lidar or contours), national wetlands inventory, tile and drainage infrastructure, and soils ^{1,2,5}. Maps should be used in the field to help identify:

Exact location of the oxbow

Tile and drainage infrastructure

Stability of the site

Sensitive areas or species

Potential stream connections to the oxbow

Tree removal areas and where to dispose of them

Potential excavated spoil storage areas

Hydrology inputs and outputs

A general Site Map to provide a general overview of how the oxbow project fits in with the landscape and farming operations. Maps should be used in the field to identify:

- Property boundaries
- Potential heavy equipment access points and drives to oxbow and spoil sites
- Potential spoil storage areas

STEP 3: SITE VISIT

2) Information to collect from landowner:

What is the current and future land use?

What are the landowner's goals for the property and does oxbow restoration fit into those long-term goals?

Does landowner have sole authority to make land management decisions? If not, who else do we need to be talking to?

Where should excavated spoils be placed?

Does oxbow hold water year-round? Does it freeze solid to the bottom annually or dry out annually? Can fish survive year-round? How frequently does it flood (ask landowner and/or use Iowa Flood Risk Map to predict)²²?

What features or benefits would the landowner like to have? Recreation, water quality improvement, habitat benefits, livestock watering source, etc.?

Where are the nearby tile drainage lines? Are there opportunities to intercept tile drainage? Are there tile maps? How deep are the lines?

How large should we consider the restoration? Restore the whole length of the oxbow or consider restoring only a portion of it for logistical, function, or funding reasons?

Any priority species that need to be considered (e.g., Topeka Shiner, Northern long-eared bat, etc.)?

Are any oxbow restoration activities on land that is currently enrolled in a conservation program or Right-of-Way? If so, contact lead agency to ensure activities are allowable.



STEP 4: FUNDING

Summary: It is important to consider funding opportunities when planning an oxbow restoration project because oxbow restoration costs can vary greatly by location, watershed, and design. Providing information on cost-share opportunities to the landowner is a key component to consider in the conservation planning process. Each funding source will have its own set of requirements, so it is important to identify which funding source will be utilized early in the process. The funding source(s) used may also influence design and permits.

Fortunately, there are many state, federal, and private programs that provide funding for oxbow restorations. Program eligibility can vary due to geographic location, area resource concerns, presence of watershed projects, etc. As conservation professionals, it is our responsibility to work with the landowner to determine their goals, evaluate resource concerns, determine program eligibility, and present the landowner with funding opportunities. In many cases, it is possible to leverage multiple funding sources for a single project/landowner, but always verify program eligibility with the lead agency.

Please note that if federal funding is associated with the design, land acquisition, or construction, the site cannot be used for any mitigation.



BEFORE



AFTER

Checklist:

Meet with landowner to evaluate site and discuss goals (see site visit).

Evaluate program eligibility (see list below) for the site.

Provide landowner with conceptual Design and potential funding opportunities.

Depending on the program, consider requesting the landowner fill out a cost-share application, and discuss associated maintenance agreements and contracts.

Encourage communication with appropriate agency/agencies to ensure all Permitting, planning, Design, and construction phases are completed in the necessary order to meet eligibility requirements.

STEP 4: **FUNDING****Resources:*****Natural Resources Conservation Service (NRCS)***

- Environmental Quality Incentives Program (EQIP) – multiple practices including 657 Wetland Restoration ²⁵
- Mississippi River Basin Initiative (MRBI) – uses EQIP rates ²⁶
- Regional Conservation Partnership Program (RCPP) – uses EQIP rates ²⁷
- Agricultural Conservation Easement Program (ACEP) – Wetland Reserve Easement (WRE) ²⁸
- Emergency Watershed Protection Program – Floodplain Easements (EWP-FPE) ²⁹

Farm Service Agency (FSA)

- Conservation Reserve Program – CP23 Wetland Restoration ³⁰

U.S. Fish and Wildlife Service (USFWS)

- Partners for Fish and Wildlife Program – Up to 100% for oxbow restoration in priority reaches; can be combined with cost-share from most organizations, except for mitigation projects ³¹

U.S. Army Corps of Engineers (USACE)

- Section 206 ³²
- Stream Mitigation ³³

Iowa Department of Agriculture and Land Stewardship (IDALS)

- Water Quality Initiative (WQI) - Multi-purpose oxbow (tile-drained) – 50% construction and materials cost ³⁴
- Urban Water Quality Initiative (WQI) projects – 50% construction and materials cost ³⁴

Iowa Department of Natural Resources (DNR)

- State Revolving Fund ³⁵
- Resource Enhancement and Protection (REAP) ³⁶
- Local Water Protection – Low interest loan
- General Non-Point Source – Low interest loan
- Sponsored Projects
- Fish Habitat Program ³⁷

Private or local cost-share funding sources
(check with your local NRCS or SWCD office)



STEP 5: SURVEY

Summary: The purpose of the site survey is to collect precise elevation data to create a technically- and biologically- sound design. Elevation data is also essential to calculate accurate quantities of soil to be removed and volume of oxbow pool which are important components of design, permits, and contractor and landowner agreements. A site survey form and map should be created prior to the survey to identify required data to be collected. Doing so maximizes the efficiency of the on-site survey and ensures important elevation data are captured. It is also important to establish permanent photo points during the initial site survey. Photos are useful to reference when creating the design and can also be included with Permitting documents and reporting requirements, as well as pre- and post- monitoring efforts.

The two most common methods for surveying an oxbow are a point survey or a continuous topographic survey. Survey is usually completed using a survey-transit (grade rod and laser), total station (e.g. Trimble S6), or survey-grade GPS equipment (e.g., Trimble R12); the choice may be influenced by what's available and/or site topography and canopy cover. Semi-permanent or temporary benchmarks should be established and marked prior to implementing the site survey for future reference and evaluation of site conditions post-construction. Review and follow existing survey and design standards (as applicable) whenever possible prior to conducting a site survey. It may be helpful to upload a preliminary design sketch from GIS into GPS or ArcCollector to help you identify the oxbow extents while in the field.



Below is a list of elevation data that should be collected during the survey:

Semi-permanent benchmark (e.g. rebar pin with cap)

Temporary benchmarks (e.g. wooden hub)

A cross section at each substantial change in topography, or at least every 100 ft in the area of the oxbow

An oxbow centerline profile

Adjacent stream elevations, ideally taken near the downstream connection of oxbow:

- water elevation (note what stage the stream is at – high, normal, or low flow)
- stream bed elevation (at the thalweg or flow centerline and ideally on gravel, not sand/silt)
- stream top width (top of bank) and bottom width (toe of bank)

Elevation of drain tile, culvert, roads or berms that may influence the oxbow or vice versa

Spoil placement location (consider floodplain location and vegetation type)

Bankfull elevation and Base Flood Elevation (can be requested from IDNR via PERMT)

Soil cores of bed of oxbow to verify depth of historic stream bed (i.e. depth to dig)

CONTINUED

STEP 5: SURVEY

Checklist:

Site map(s) depicting required survey point locations (See example Site Survey Form in Resources section), important landscape features, and proposed photo point locations

Surveyor's notebook (optional; can log elevation data in survey-grade equipment and/or on-site survey map instead)

Survey equipment (survey transit, total station, and/or survey-grade GPS equipment)

Sufficient elevation data to create the design (See list above)

Resources:

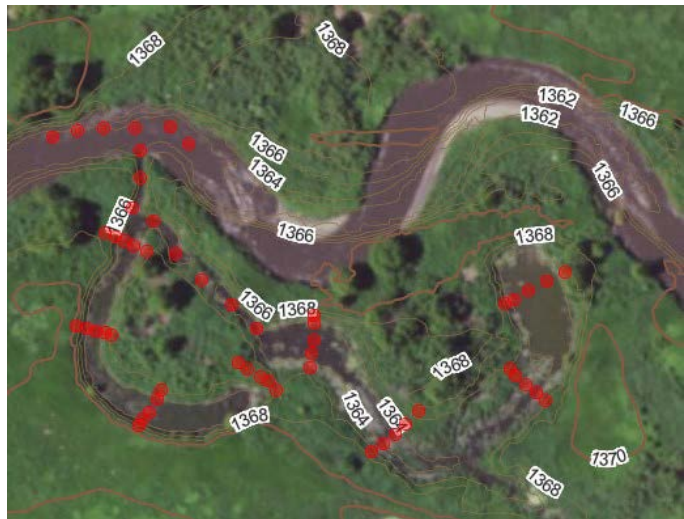
*NRCS Engineering Field Handbook
Chapter 1 – Surveying*³⁸

*Topo Survey with Trimble R8 and import
data for use in ArcGIS*³⁹

*Intro to Wetland Restoration and basic
laser level surveys*⁴⁰

*Tutorials and resources on survey and
design*^{41, 17}

*Example Survey*⁴²



STEP 6: DESIGN

Summary: The design of an oxbow restoration should correspond to the primary goals of the project (e.g., water quality, fisheries – such as an emphasis on quality Topeka shiner habitat, waterfowl or other wildlife habitat, floodwater storage, etc.) and should result in habitat that is similar to intact oxbow/riparian habitat (i.e. ecological reference), ideally within the same watershed. Work with the landowner to determine the most important goals and state the goals as specifically as possible in the project documents (e.g., contractor and landowner agreements, designs, permits, etc.). Other important considerations to developing a technically- and biologically- sound design are historic (ideally 1930s), current, and future oxbow/riparian habitat function, condition, and land-use (view as a continuum/trajectory). Your prior landowner outreach, site visit, and survey should all inform the design.

In Iowa, oxbow restoration design should follow existing conservation practice standards, such as the NRCS Wetland Restoration (Practice Code 657) standard⁴³. Post-restoration seeding of native species should also be completed in all disturbed areas and/or spoil areas and can follow the NRCS Critical Area Planting (Practice Code 342) standard (44) whenever possible and appropriate. Pollinator plantings should be considered when possible. If a connection channel will be constructed and/or tree clearing will be required, follow the NRCS Grade Stabilization Structure (Practice Code 410) and NRCS Land Clearing (Practice Code 460) standards, respectively. In Iowa, meeting or exceeding NRCS standards will fast-track floodplain Permitting^{45, 46}. If you are planning to restore an oxbow within the range of Topeka shiner, click “Read More” below for additional design requirements and enhancements (note: also see permitting)⁴⁷.”

The complexity of an oxbow restoration design will vary on a site-by-site basis and will depend on the goals of the project. Best practice recommendations are as follows:

Depth: In general, most oxbows should be dug to the historic stream gravel-bed elevation, which can be found through soil cores and through survey elevation data from the current adjacent stream. Enhancing for depth variability and uneven bottoms will diversify habitat (including the vegetation community and structure) for fish and wildlife.

Width: The width and length of the oxbow should follow the historic shape and size based on what remains of the oxbow in current topography or from historic aerial photos. It is recommended to dig the oxbow from one side, to minimize bank disturbance. Restored bank width may need to be expanded from historic bank width to account for more gentle slopes and incised streams.

Connection: Determine how active the floodplain is, how frequently the oxbow may connect with the stream, and if a connection channel, on the downstream end of the oxbow, needs to be created or modified to accomplish the oxbow restoration goals⁵¹. If a sufficient natural connection exists between the stream and the oxbow, on the downstream end of the oxbow, then likely no alterations will need to be made to the connection during restoration.

STEP 6: DESIGN

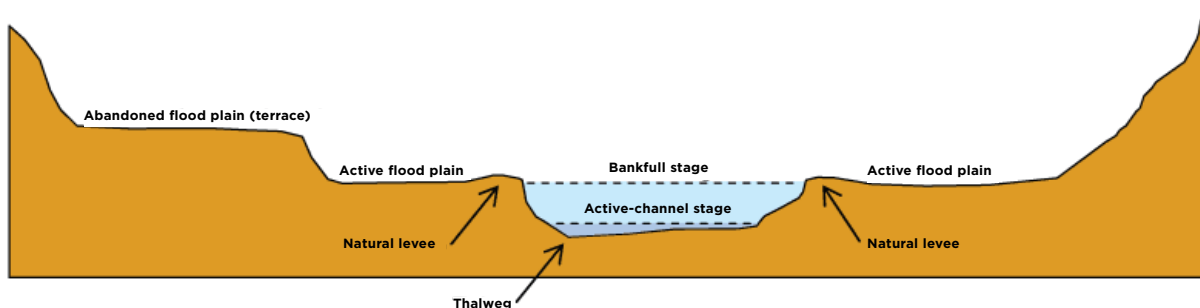
Tile: To maximize water quality and quantity benefits, it is recommended to intercept subsurface tile into restored oxbows whenever possible. However, it is not recommended to intercept the outlets from other conservation practices such as bioreactors.

Seeding: Native grasses and forbs should be seeded after restoration to benefit wildlife and stabilize the banks of the oxbow. A quick growing nurse cover crop should be seeded with the native seed to quickly stabilize the banks and prevent sediment erosion into the oxbow.

Trees: Consider restoration goals and resource concerns (e.g., was the site treeless historically, are anoxic events from decaying leaf litter going to negatively affect target aquatic species, are there high quality trees to preserve, etc.), equipment access, and costs in determining if tree removal is necessary and how many trees to remove. Also consider if felled trees could be placed in the oxbow to achieve in-water structure or other wildlife habitat goals (e.g., turtle basking habitat; note: placing woody debris in oxbows make post-restoration fish sampling more difficult and may require additional design consideration such as the need for anchoring).

Designs should, at a minimum, include all elements requested in the floodplain application⁵².

- Plan view of project area (view looking down on the project)
- At least 1 cross-section showing current and proposed elevations and slopes
- 1 profile (side) view showing current and proposed elevations (optional)
- Proposed spoil placement locations
- Quantity estimate for soil removal
- Equipment access routes and staging areas
- Elevations of other relevant features (e.g. tile, culverts, road, berms, etc.)
- Connection channel dimensions
- Location and dimensions of armored or grass spillway to prevent erosion
- Tree clearing and pile locations
- Re-seeding instructions
- Relevant construction and material specifications
- Relevant notes
- Photos of current site conditions and reference site (optional)
- Iowa One Call contact information to locate underground lines before you dig



STEP 6: DESIGN

Checklist:

- Specifically identified and documented landowner and program goals
- Reviewed and incorporated site survey data (as appropriate)
- Reviewed and incorporated NRCS standards (as appropriate)
- Submitted preliminary design to an engineer for review (if required by funding source)
- Engineer reviewed and/or certified ("stamped") design (if required)
- Selected a native seed mix suitable for the site and compatible with the project goals

Resources:

*Oxbow Design Template - Fillable PDF and DWG*⁵³

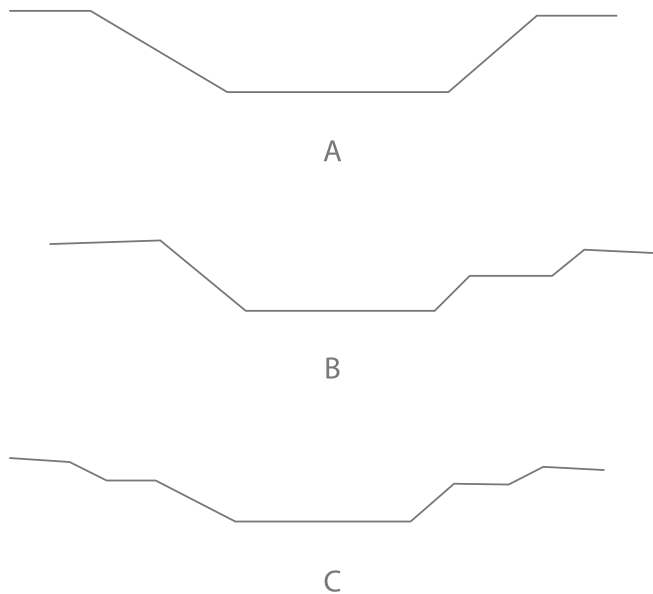
*NRCS Oxbow Standard Drawing*⁵⁴

*Iowa DNR River Restoration Toolbox – Practice Guide 4 - Oxbow*⁵⁵

*Connection Channel Design Example*⁵¹

*Iowa Riverside Plant Selection Tool*⁵⁶

Cross-Section Examples



STEP 7:

CONTRACTS AND LANDOWNER AGREEMENTS

Summary: Contracts and/or landowner agreements are necessary documents whenever funding and/or technical assistance are provided to implement an oxbow restoration, and they should clearly articulate expectations (including maintenance), cost-share allocations, and duration.

Whether it be federal, state, non-profit or other local sources of cost-share funding, the respective agency, company or partnership will likely want the oxbow restoration project to function as long as possible. In a majority of available programs the landowner maintains ownership of the property and therefore may have some maintenance responsibilities.

Terms of contracts and agreements will vary in scope from agency to agency and are an important topic of discussion early in the conservation planning process. It is imperative that the landowner understands their roles and responsibilities in making sure the oxbow will continue to serve as a successful conservation project for years to come.

As conservation professionals, it is our responsibility to ensure the landowner understands the details of the agreements but also to reassure them that conservation professionals are available to answer any questions or concerns they may have with the project during and following restoration.



BEFORE



AFTER

Checklist:

- Provide information on associated contracts, maintenance requirements, and landowner agreements.
- Provide landowner with a draft or example contract/agreement language for review by himself/herself, family, attorneys, accountants, etc.
- Landowner(s) signs necessary paperwork
- Documents are uploaded, recorded, copied, etc. to the official award/project file

STEP 8: PERMITS

Summary: A variety of Federal, State, and local permits may be required to restore an oxbow to ensure project activities and affects are documented, negative effects to land, infrastructure, and wildlife are minimized, and regulatory requirements are met. In Iowa, “construction, excavation or filling in streams, lakes, wetlands, or on the flood plains may require permits from both the USACE and Iowa DNR”⁵⁷. Following established practice standards as applicable (e.g., NRCS, USFWS, IDALS, etc.; see design), established agency-specific procedures for permitting, and developing a formal Landowner Agreement will streamline the permitting process. However, permitting for projects in a floodplain can be complex and applications often require multiple levels of governmental review. There are also many different types of permits that correspond to different impacts (floodplain construction, threatened and endangered species, storm water, etc.). Although it's up to the landowner (and their authorized representative) to ensure all required Federal, state, and local permits are obtained, regulatory agencies are willing to provide guidance to help landowners and CSP's understand and meet applicable rules.

In Iowa, it is most effective and efficient to use the online PERMT system to determine if floodplain permits may be needed and, if so, to apply for permits by submitting a Joint Application (also known as ‘Protecting Iowa Waters’ form)⁵⁸. By submitting a Joint Application using PERMT, the applicant is able to submit project information simultaneously to:

A) the USACE for review under Section 404 of the Clean Water Act (including compliance with other federal laws such as the Endangered Species Act for projects in the vicinity of federally-listed T&E species and the National Historic Preservation Act for projects that could affect Historic Properties, etc.) and,

B) the Iowa DNR Sovereign Lands Program for both Environmental Review (including state-listed T&E species impacts) and review of Sovereign Lands permitting criteria⁵⁹, and

C) the Iowa DNR Flood Plain and Dam Safety Section for review under state flood plain management and dam safety rules regarding construction and permitting criteria⁶⁰.

Additionally, projects that propose to disturb more than 1 acre of ground may require a separate application for a storm water permit from the Iowa DNR's Storm Water Program⁶¹.

Best Practices:

1. Submit a Joint Application through PERMT after reading the Joint Application FAQs at the bottom of the PERMT website⁵⁸. It can take up to 120 days to receive permits after all required documentation is received by an authorizing agency.

2. Document permit conversations and decisions (written and oral) in the project file and know who to contact if project circumstances change before or during project implementation. Permits are required if a project may affect a listed species or its habitat, even if a project is funded privately. Always request an Environmental Review from Iowa DNR and contact USFWS if the Information for Planning and Consultation (IPAC) results indicate federal trust resources may be affected.

3. Contact the regulatory agencies if you have questions about any permitting requirements.

STEP 8: PERMITS

Checklist (Note: it is up to the landowner and CSP to determine if AND which permits are required; the following list may or may not be inclusive and is subject to change):

Determined if federal, state, or local floodplain permit(s) may be needed using the online PERMT system ⁵⁸.

Exemptions ⁵².

Submitted Joint Application (using PERMT), or contacted the appropriate agencies, IF a Federal, State, or local permit may be required ⁵⁸.

Note: Procedures for review of applications ⁶³

Note: USACE's Nationwide or Regional Permits ⁶⁴

Note: Federally Funded and/or Authorized (e.g., USACE and/or USFWS permits are required) Projects

Completed all Section 7 steps ⁶⁸; following agency specific procedures, if available

Note: Privately-Funded Projects.

Determined if a local (county or city) permit is needed.

Received and reviewed all required permits, including terms, conditions, and reporting requirements before restoration activities begin.

STEP 8: **PERMITS**

Know who to contact if unexpected situations are encountered (e.g., cultural resource unearthed, oxbow connects to stream during excavation allowing fish to enter the excavation area that need to be removed by a fisheries biologist, significant alteration needs to be made to the design during excavation, etc.)

Completed all applicable post-construction reporting requirements

Resources:

*Example Reporting and Pre-Construction Notification Letter (can be submitted with Joint Application or directly to USACE and/or IA DNR)*⁶⁹

*Certificate of Completion Example (Note: Using the "Notification of Completion" function in Iowa DNR's online PERMT tool does not notify USACE of project completion; a separate form included in your permit needs to be submitted to iowaregulatory@usace.army.mil, if applicable)*⁷⁰.

*Iowa DOT BMPs*⁷¹

*State Historic Preservation Office*⁷²

*What is the Difference Between Floodplain and Floodway*⁷³

Regulatory Contact Information:

Iowa DNR Floodplain and Dam Safety: floodplain-help@dnr.iowa.gov

Iowa DNR Storm Water Program: 515.725.3403

USACE: iowaregulatory@usace.army.mil

USFWS Illinois-Iowa Field Office: rockisland@fws.gov

STEP 9: CONTRACTORS

Summary: In most cases, the conservation service provider (CSP) or the landowner will need to hire a contractor to dig the oxbow, remove trees, and re-seed any disturbed areas. Typically, a contractor will need to have access to and be able to operate a long-reach excavator, dump truck, bulldozer, and/or other heavy equipment necessary for restoration. Contractors should be licensed and have experience with land improvement or wetland restoration projects, and the CSP and/or landowner should be onsite during construction to answer questions that arise and ensure design plans are followed. Depending on your funding source, you may need to complete a competitive bid process (3 or more bids is best as bids vary greatly based on contractor experience, and how busy and challenging they anticipate the work to be). When possible, advertise the project as broadly as you can, making sure to include minority, women, and small local businesses. Know the average cost (per cubic yard) for excavation projects in your area for similar types of projects (e.g. wetland restoration) so you know if the bids are acceptable and reasonable. Site conditions, geography, and logistics (especially spoil placement distance and tree removal) vary site-by-site and can greatly impact the actual cost of restoration.



Checklist:

Compile contractor packet complete with restoration designs, oxbow location, estimates of cubic yards to be removed, and number/size of trees to be removed. Make sure to inform contractors that working conditions may be wet and muddy. Be very clear on your expectations of the contractor, when you expect work to be completed, and if there are times the work can NOT be completed (e.g., to avoid impacts to state- and/or federally-listed species). Contractors will likely need to wait for excavated spoil to dry before final grading.

Compile a list of local contractors who are interested in being considered for oxbow restorations. Local NRCS offices usually have a contractor list that can be shared. Make sure to include minority and women contractors and small local businesses^{74,75}.

Advertise the project to local contractor lists, in newspapers, etc. to get competitive bids.

Select a qualified and reasonably priced contractor, and let other contractors know they were not selected.

Sign a Contract with selected contractor to set the cost and terms of the project.

STEP 10:

PROJECT MANAGEMENT

Summary: Active project management is important to make sure your project is completed as designed in a timely manner. Oxbow restorations are relatively new practices to many contractors so their familiarity could be limited. Creating clear and precise guidelines for the contractor ensures an effective restoration. Communication is key when it comes to project management; frequent site visits and phone calls are needed. Keeping all parties informed and up to date on the status of the project will create a smoother restoration process. Restoration meetings should be held before, during, and at completion of the projects. These meetings should include project managers, contractors, landowners, tenants, and all other parties involved.



Checklist:

Outline restoration and spoil area with markers or flags.

Setup photo point/game camera locations for pre- and post- monitoring and reporting (if applicable; optional).

Conduct initial pre-restoration meeting. Review designs with all parties and confirm design components.

Breaking ground – Be onsite when contractor begins restoration to ensure they understand design components and target depths.

Conduct progress site visits to ensure restoration is on track and following design specifications. Document visit dates, conversations, and status of project. Be ready to solve problems that arise (see Learning).

Conduct second restoration meeting to make sure all parties are still in agreement (optional).

Continue progress site visits to ensure restoration is on track and following designs.

Hold final post-restoration meeting at completion of project, review restoration to make sure it matches designs and guidelines, and ensure all parties are satisfied with the project.

Complete a certification of completion document with all parties and complete permit reporting (see Permitting section), if required.

Create and execute a management plan with the landowner or operator.

Ensure the landowner and tenant are involved throughout the restoration process and that their concerns are addressed along the way.

Resources:

*Project Plan Example*⁷⁶

STEP 11:

MONITORING

Summary: Every oxbow restoration is different, so don't be surprised to learn something new with every restoration. Additionally, monitoring (e.g., project process, fish, wildlife, revegetation, water quality, etc.) should occur to verify the restoration goals have been achieved, fulfill reporting requirements (if required), and/or create outreach tools. Included below is a list of some lessons learned by conservation professionals across Iowa.



Checklist:

Return to the site in the following year(s) to monitor and evaluate the condition of the restored oxbow and determine if the goals have been achieved.

Keep notes of lessons learned and share them with others implementing oxbow projects.



Resources:

Fish and Water Quality Monitoring^{77, 78}

*Water Quality Research*⁷⁹

*Before-After Photo Monitoring Template*⁸⁰

*Bird Monitoring*⁸¹

*Prairie Reconstruction Initiative Monitoring Protocol*⁸²

LESSONS LEARNED

- Be prepared for last minute changes. Try your best to be specific in your contract with landowners and contractors and get any amendments in writing. For example, the tenant may verbally agree to spread the stockpiled soil in the adjacent farm field after restoration but may change their mind when they realize it's more work than planned for, leaving you to have to hire another contractor to spread the soil last minute or to find another spoil placement location. Make sure any revisions to soil placement locations are consistent with all permit terms and conditions.
- There is often a very short window for restoring oxbows. Excavated soil will likely be placed in an adjacent farm field, meaning many oxbows can only be excavated between cash crop harvest and planting. Contractors are often busy with more profitable projects during the fall and many don't like to work in the winter because frozen ground is hard on equipment. The project timeframe is also limited by waiting for the right weather conditions; too much snow will make it hard to see the topography and spring floods may leave the site too wet to work in. It may feel as though you are just waiting and waiting for the right conditions. To the extent possible, plan (funding, permits, etc.) for a broad timeline (2-3 years) to complete the project.
- Obtain all required permits (Federal, State, and Local), know the 'terms and conditions' of each permit (e.g., if the oxbow must be completely dry or frozen to the bottom before excavation can begin to minimize adverse effects to federal- and state-listed species such as Topeka shiner), and know who to contact if something unexpected happens during restoration (e.g., If the creek floods into the oxbow during restoration or if a potential cultural resources is unearthed during excavation, coordinate with all the agencies that have permitted the restoration to determine if and when the work can resume)
- Make sure to check on the progress of the restoration frequently to ensure that the restoration is meeting design specs and standards. Oxbows are a fairly new practice, and for many contractors it may be their first time on a restoration project. There have been cases of contractors digging in the wrong spot, not digging deep enough, and digging too deep.
- It is best to have a back-up plan for the excavated soil (spoil) or have the landowner (or whoever wants the spoil) sign an agreement to take the spoil. There have been cases where a local contractor agreed to haul the dirt off site in order to use the black dirt at a later time, but the contractor backed out after restoration began or planned to spread it in a wetland ("pond"). Make sure the contractor is specific with spoil placement locations and that any revisions to spoil placement locations are consistent with all permit terms and conditions.
- Have a backup plan for where to place excavated soil if the soil contains more sand or rocks than anticipated. Most of the time nutrient-rich black soil is excavated from the oxbow, which is suitable for spreading in adjacent farm fields. However, landowners and tenants would likely not want soil that is too sandy, rocky, or has substantial woody debris to be spread in their farm field.
- If quicksand is unearthed during excavation, it may be best to stop restoration in that specific area and try to dig the remainder of the oxbow.

LESSONS LEARNED

- It is best to get one or more soil cores when putting together a restoration plan, to ensure your calculations for depth-to-dig are accurate. There have been cases where the historic riverbed (gravel, bedrock, or blue clay) has been encountered shallower than the target depth elevation (e.g. dug 1.5 feet instead of the 3.5 feet deep planned), which is most likely in floodplains where natural streams have been altered (e.g., dredged, ditched, filled, etc.).
- Make sure you are working with the sole decision maker for the property, or that you have permission from all landowners if necessary. One example is of a restoration that could not be complete because 37 landowners had an interest in the same property, many lived in different places across the county, and all would have needed to sign the contract.
- Beavers are often attracted to these features. Having resident beavers at your restored oxbows could help hold excess water and be beneficial for increased water quality improvements and fish habitat. However, a beaver dam may backup excess water into an adjacent farm field, which could result in the tenant or landowner blaming the restored oxbow for water in their field. Beavers also may impede restoration activities if they dam water into the oxbow immediately before excavation. If you have to remove a beaver, The Iowa Beaver Project may be able to assist with relocation or provide contact information for landowners that want to reestablish beaver (87).
- Make sure to check the restoration site for potential bat habitat and eagle nests; adhere to work-window requirements (e.g., tree removal may need to occur from October 1st – March 31st to minimize impact to bats) and BMPs outlined in federal and state permits.
- Although native seeding is encouraged around restorations, native seed may be difficult to establish if the surrounding area is overrun with invasive or weedy plants (such as reed canary grass). Plan for how to establish (e.g., seeding and mowing requirements) and manage (e.g., tree control, prescribed fire, etc.) native seed in the floodplain and include native species that are easy to establish, are appropriate for the location, are good long-term competitors (prairie cordgrass, troublesome sedge, fox sedge, Virginia wildrye, switchgrass, etc.) and/or provide substantial food resources for migratory birds (Pennsylvania smartweed, rice cutgrass, wild rice, American sloughgrass, arrowhead, wild celery, bulrush species, etc.) and pollinators (swamp milkweed, sneezeweed, joe pye weed, ironweed, cup plant, blue vervain, etc.).
- Keep an eye on your restorations and maintain open communication with the landowner to ensure that the restoration is still performing as planned. For example, a restoration near a county road was accidentally drained when the county was repairing the roadside ditch and culvert. Luckily the mistake was noticed immediately, and the county made repairs to the oxbow quickly.
- Be prepared to provide reassuring responses to concerns. Some common concerns include: “it’s going to attract mosquitos”, “it’ll never hold water”, “I don’t want to be regulated by having a federally endangered fish on my land”, ...

ACKNOWLEDGEMENTS

We would like to give special thanks to the following organizations for reviewing the content of this toolkit and for sharing their expertise and knowledge.

Natural Resources Conservation Service

Iowa Department of Natural Resources

U.S. Army Corps of Engineers

U.S. Fish and Wildlife Service

Iowa Department of Agriculture and Land Stewardship

Iowa Soybean Association

The Nature Conservancy

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**WEBSTER CITY PLANNING AND ZONING COMMISSION MINUTES
AUGUST 14, 2023**

The meeting of the Webster City Planning and Zoning Commission was held on July 10, 2023 at City Hall. The meeting was called to order by Secretary James Kumm at 6:00 P.M.

ROLL CALL: Present: Jerry Kloberdanz, James Kumm, Lynn Jaycox, Kyle Heffernan, Anna Woodward, Shelby Kroona, Steve Struchen
Absent: Carolyn Cross

Also in attendance: Ariel Bertran, Community Development Director
Biridiana Bishop, Assistant City Manager
Breanne Leshner, Recreation & Public Grounds Director
Brian Stroner, Environmental/GIS/Safety Coordinator
Adam Dickinson, Utility Line Department Superintendent
Leslie Espinoza, Community Member

The Public Hearing regarding the proposed ordinance amending the zoning ordinance of the City of Webster City for the purpose of regulating the placement and use of solar energy systems in the city's zoning districts was opened at 6:05 P.M.

It was moved by Jaycox and seconded by Kroona to recommend the approval of the ordinance to the Webster City, City Council.

ROLL CALL: Aye: Kloberdanz, Jaycox, Woodward, Heffernan, Kumm, Kroona, Struchen
Nay: NONE
MOTION CARRIED.

The public hearing was closed at 6:25 P.M. at the Commission returned to the General Agenda.

It was moved by Kloberdanz and seconded by Jaycox to approve the agenda.

ROLL CALL: Aye: Kloberdanz, Jaycox, Woodward, Kumm, Kroona, Struchen, Heffernan
Nay: NONE
MOTION CARRIED.

It was moved by Kroona and seconded by Heffernan that the minutes of the July 10, 2023 meeting be approved as emailed to the Commission.

ROLL CALL: Aye: Kloberdanz, Jaycox, Woodward, Kumm, Kroona, Struchen, Heffernan
Nay: NONE
MOTION CARRIED.

Petitions – Communications – Requests: None

There was a motion by Klobardanz and seconded by Jaycox to approve the location for the Oxbow Restoration Project.

ROLL CALL: Aye: Klobardanz, Jaycox, Woodward, Kumm, Kroona, Struchen, Heffernan
Nay: NONE
MOTION CARRIED.

It was moved Jaycox and seconded by Kroona to approve the proposed location of East Twin Park for the Splash Pad Project.

ROLL CALL: Aye: Jaycox, Woodward, Kumm, Kroona, Struchen, Heffernan
Nay: Klobardanz
MOTION CARRIED.

It was moved by Klobardanz and seconded by Kumm to schedule a public hearing for September 11, 2023 at 6:05 P.M. on a proposed vacation of Right of Way on Third Street west of Fair Avenue.

ROLL CALL: Aye: Klobardanz, Jaycox, Woodward, Kumm, Kroona, Struchen, Heffernan
Nay: NONE
MOTION CARRIED.

Commission Comments: None

Staff Comments: Ariel proposed a work session between Planning and Zoning and the City Council in regards to the current property maintenance ordinance and proposed amendments. The work session will be held on October 17, 2023 at 5:30 P.M. She also discussed vacant buildings and use of storage in the downtown as well as the proposal of downtown sculptures and parklets. The commission requested that SSMID be involved in the discussion of sculptures and parklets. Ariel will be following up with the Chamber and SSMID to discuss and bring back to the commission.

Meeting was adjourned at 7:02 p.m.

James Kumm
Secretary



MEMORANDUM

TO: Mayor and City Council

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

DATE: August 21, 2023

RE: Adopt a Resolution Authorizing the City Manager to Continue Negotiations with Webster City Custom Meats to Finalize a Wastewater Services Agreement and Authorizing the Mayor to Sign and Execute a Wastewater Services Agreement when Finalized and Authorizing the City Manager to Provide Letters of Support to Webster City Custom Meats as they Pursue Various State and Federal Incentive Programs

SUMMARY: The DNR issued notices of violations after facility reviews of the City's wastewater treatment plant in 2019 and 2023. Violations pertained issues that included failure to regulate and ensure compliance of wastewater discharge limits by Significant Industrial Users (SIUs) Mary Ann's Specialty Foods and Webster City Custom Meats in accordance with Subrules 567 IAC 62.1(6) and 64.3(1). The City has been working on obtaining compliance from industrial customers who discharge into the City's wastewater system. In order to avoid the potential of fines, consent orders, or any other punitive actions by the DNR, the City prepared an updated wastewater services agreement for significant industrial users. Mary Ann's Specialty Foods and WC Custom Meats had previously refused to comply. WC Custom Meats new owners, Midwest Quality Wholesale Inc., have actively sought to be a positive community partner, address WC Custom Meats wastewater issues, and execute a wastewater services agreement.

PREVIOUS COUNCIL ACTION: On May 15, 2023 the City Council approved an Industrial Treatment Agreement with Mertz Engineering.

BACKGROUND/DISCUSSION:

The Iowa DNR regulates large wastewater treatment plants and significant industrial users (SIUs). As part of the City's wastewater treatment plant permit it periodically undergoes a facility inspection by the DNR. The inspection also includes a review of the City's wastewater operations and enforcement of discharge limits by SIUs. The DNR issued notices of violations after inspecting the City's wastewater treatment plant in 2019 and 2023 against the City. Summary of violations pertaining to significant industrial users below:

Notice of Violation, October 14, 2019

Wastewater Treatment Plant Facility Inspection, Permit No. 4063001:

"3a. SIGNIFICANT INDUSTRIAL USERS (SIUs)

The City currently has treatment agreements for two significant industrial users - Mary Ann's Specialty Foods and Webster City Custom Meats, Inc. Review of the data submitted for these industries since August 2017 shows that both industries have frequent violations of the established treatment agreement limits. See the enclosed Effluent Limits Violations reports for details. The discharge of wastewater into a publicly owned treatment works in volumes or quantities in excess of those to which a major contributing industry is committed in a treatment agreement is a violation of Subrule 567 IAC 62.1 (6). The discharge limits established in the treatment agreement have also been incorporated into the NPDES permit issued to the City. Failure to enforce treatment agreement limits constitutes a violation of Subrule 567 IAC 64.3(1). The City must either enforce the limits in the treatment agreements, or negotiate new treatment agreements with limits the industries can meet."

"Summary

... Infrequent effluent violations and numerous treatment agreement violations from both industrial users were noted since the last inspection."

"Recommendations

... 3. Work with existing industrial users to ensure compliance with all treatment agreement limits. Conduct periodic industrial surveys to ensure that all SIUs are identified and properly regulated."

Notice of Violation, March 29, 2023

Wastewater Treatment Plant Facility Inspection, Permit No. 4063001:

Item 3a. – Significant Industrial Users (SIUs)

"Webster City Custom Foods was inspected on March 22, 2023, and received a Notice of Violation for treatment agreement violations. The facility has most recently had issues meeting their oil and grease and pH treatment agreement limits. The facility installed second chemical feed prior to the final mixing tank to better control pH adjustments. The facility also discussed reaching out to the City to decrease their treatment agreement pH minimum from 6.0 to 5.5 standard units."

"Summary

... Several treatment agreement violations from industrial users were noted since the last inspection.

Therefore, the City must continue to enforce their treatment agreement limits."

"Requirements

3. Continue to enforce TA limits with SIUs in accordance with Subrules 567 IAC 62.1(6) and 64.3(1)."

Staff has been working with specialized legal counsel, Ahlers & Cooney and our City Attorney to develop a wastewater services agreement that provides the City the opportunity to have more clarity on how to navigate various issues that may arise while providing wastewater discharge services to significant industrial dischargers. The agreement will be a two-year agreement.

The services agreement covers the following areas:

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

City staff has been in conversation with new owners of Webster City Custom Meats and is nearing achievement of executing the Wastewater Services Agreement. We anticipate both parties will reach a mutual agreement and finalize the services agreement by end of August 2023. There are a few points that need to be cleaned up before the agreement is finalized. Attached to the memo are comments received by Webster City Custom Meats consultant that our legal counsel is reviewing. Webster City Custom Meats is in the process of analyzing investments needed to improve Monitoring and Sampling equipment and pre-treatment facilities at their location to improve the quality of the discharge coming to the City's Wastewater Treatment Plant. As they navigate this decision and make modifications to their pre-treatment system, the City will need to revisit the treatment agreement. Both parties understand this and are in agreement of executing the existing agreement based off of their existing facilities.

Webster City Custom Meats is also actively pursuing tax credits and program incentives to assist them in covering costs associated with the planned facility improvements. As they pursue various programs at a State or Federal level, they are requesting letters of support from the City. City staff is also seeking authorization from the Council to permit the City Manager to provide the letters of support requested by Webster City Custom Meats upon execution of the agreement.

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

RECOMMENDATION: Staff recommends the City Council adopt a resolution authorizing the City Manager to continue negotiations with Webster City Custom Meats to finalize a Wastewater Services Agreement and authorizing the Mayor to sign and execute a wastewater services agreement when finalized and authorizing the City Manager to provide letters of support to Webster City Custom Meats as they pursue various state and federal incentive programs.

RESOLUTION NO. 2023 -

**RESOLUTION AUTHORIZING THE CITY MANAGER TO CONTINUE NEGOTIATIONS WITH
WEBSTER CITY CUSTOM MEATS TO FINALIZE A WASTEWATER SERVICES AGREEMENT AND
AUTHORIZING THE MAYOR TO SIGN AND EXECUTE A WASTEWATER SERVICES AGREEMENT
WHEN FINALIZED AND AUTHORIZING THE CITY MANAGER TO PROVIDE
LETTERS OF SUPPORT TO WEBSTER CITY CUSTOM MEATS
AS THEY PURSUE STATE AND FEDERAL INCENTIVE PROGRAMS**

WHEREAS, on April 05, 2005 the City approved an Iowa DNR Treatment Agreement with Webster City Custom Meats for wastewater services; and

WHEREAS, the Iowa Department of Natural Resources (DNR) regularly performs facility and operation inspections of the City's wastewater treatment plant to ensure compliance with National Pollutant Discharge Elimination System (NPDES) permit; and

WHEREAS, following facility and operations inspections in 2019 and 2023, the DNR issued a Notice of Violation to the City of Webster City for violations that included violations by significant industrial users (SIUs); and

WHEREAS, DNR has made multiple references that the City must, "enforce treatment agreement limits with Significant Industrial Users in accordance with Subrules 567 IAC 62.1(6) and 64.3 (1); and

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

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

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

SECTION 2: Authorizes the City Manager to continue negotiations with Webster City Custom Meats to finalize a wastewater services agreement.

SECTION 2: Authorizes the Mayor to Sign and Execute a Wastewater Services Agreement with Webster City Custom Meats upon being finalized.

SECTION 3: Authorizes the City Manager to provide letters of support to Webster City Custom Meats as they pursue State and Federal incentive programs, contingent upon the wastewater services agreement being executed.

Passed and adopted this 21st day of August, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

**INDUSTRIAL SEWER USER
WASTEWATER SERVICES
AGREEMENT**

By and between

City of Webster City, Iowa

And

Webster City Custom Meats, Inc.

Effective date: 06/05/2023

Expiration date: 06/05/2025

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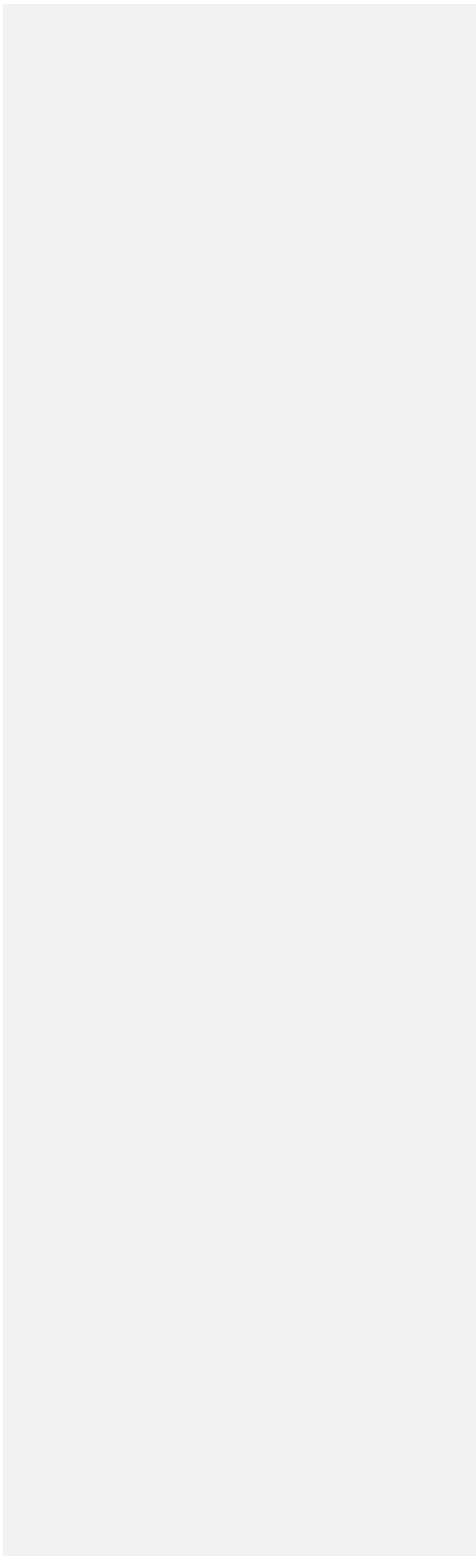
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PREAMBLE

This Industrial Sewer User Wastewater Services Agreement (this "Agreement") is entered into on June 05, 2023 (the "Effective Date") by and between the CITY OF WEBSTER CITY (the "City") and Webster City Custom Meats, Inc. (the "Customer"). The City and the Customer may be referred to individually as a "Party" or collectively as "the Parties."

RECITALS

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Commented [TA1]: The daily maximum for all parameters should be related to the 24-hour composite sample, except when grab sampling is required for that parameter)i.e. pH or O&G)

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

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

EPA means the Environmental Protection Agency.

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

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

IDNR means the Iowa Department of Natural Resources.

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

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

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

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

MGD means million gallons per day.

mg/L means milligrams per liter concentration.

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

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

NPDES means National Pollutant Discharge Elimination System.

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

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

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

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

POTW means a publicly owned treatment works.

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

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

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

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

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

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

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

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

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

Commented [TA2]: This type of facility would be permitted by the Iowa DNR for discharge under an NPDES permit. It is not understood why this definition would be necessary in an industrial user agreement.

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

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

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

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

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

Sewer means a pipe or conduit for carrying sewage.

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

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

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

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

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

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

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

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

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

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

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

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

EFFECTIVE DATE AND TERM

1. Effective Date

This agreement shall become effective on ~~June 05, 2023~~ Date to be determined when agreement is agreed upon.

2. Term and Renewal

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

3. Right to Terminate

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

DISCHARGES AND TREATMENT

4. Permitted Discharge

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

Wastewater Parameter	Daily Average Limit	Daily Maximum Limit
Flow (MGD)	0.080	0.110
BOD5 (lbs/day)	600	900
TSS (lbs/day)	200	300
TKN (lbs/day)	60	80
Phosphorus	N/A	N/A
Ammonia Nitrogen (lbs/day)	N/A	N/A
FOG/Oil and Grease (mg/L)	100	125
pH Daily Minimum	6.0	
pH Daily Maximum	11.0	
Flow (Hourly Maximum)	25,000 gallons	

5. Right to Discharge

The Customer shall have the right to discharge effluent to the sewage system provided that the amount and concentration do not exceed the Permitted Discharge. The Customer acknowledges and agrees that discharges in excess of the Permitted Discharge are grounds for default pursuant to this Agreement and/or a basis for administrative enforcement remedies as provided in Sec. 48-324 of the City’s Code of Ordinances.

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

6. Obligation to Treat

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

7. Right to Reduce or Modify the Permitted Discharge

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

- (1) Current or future loadings to the sewage system reach or exceed the POTW’s rated design capacity or modifications or upgrades to the POTW or the sewage system otherwise necessitate modifications to the Permitted Discharge; or

- (2) A reduction or modification is necessary to maintain compliance with the City's NPDES permit; or
- (3) A reduction or modification is otherwise required by the EPA or the IDNR.

8. Notice of Modification and Amendment Required

If the Customer's Permitted Discharge must be reduced or modified pursuant to the above, then the City shall provide the Customer written notice at least thirty (~~30~~60) days in advance, and the parties shall amend this Agreement to reflect the new Permitted Discharge.

9. Right to Require Pretreatment

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

10. Notification of Enhanced Pretreatment

If the Customer is required to implement pretreatment requirements pursuant to the above, then the City shall provide the Customer written notice at least thirty (~~30~~60) days in advance, and the parties shall amend this Agreement as necessary to reflect the new pretreatment requirements.

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

The City shall have the right to enter the Customer's wastewater treatment facility unimpeded to inspect and approve the facility and all pretreatment requirements, at any time, including the type, amount, concentration, and frequency of any chemicals or other substances added to the effluent or the discharge before, during, or after the pretreatment process. A procedure shall be completed and agreed upon between both parties to maintain food safety and industrial specific requirements. In entering and inspecting the Customer's facilities, the City shall have the right to document, record, and photograph the facilities to the extent necessary to verify compliance with the pretreatment requirements or this Agreement.

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

12. Notification of Certain Discharges

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

Commented [TA3]: Include city contact during business hours and dispatch outside of normal business hours

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

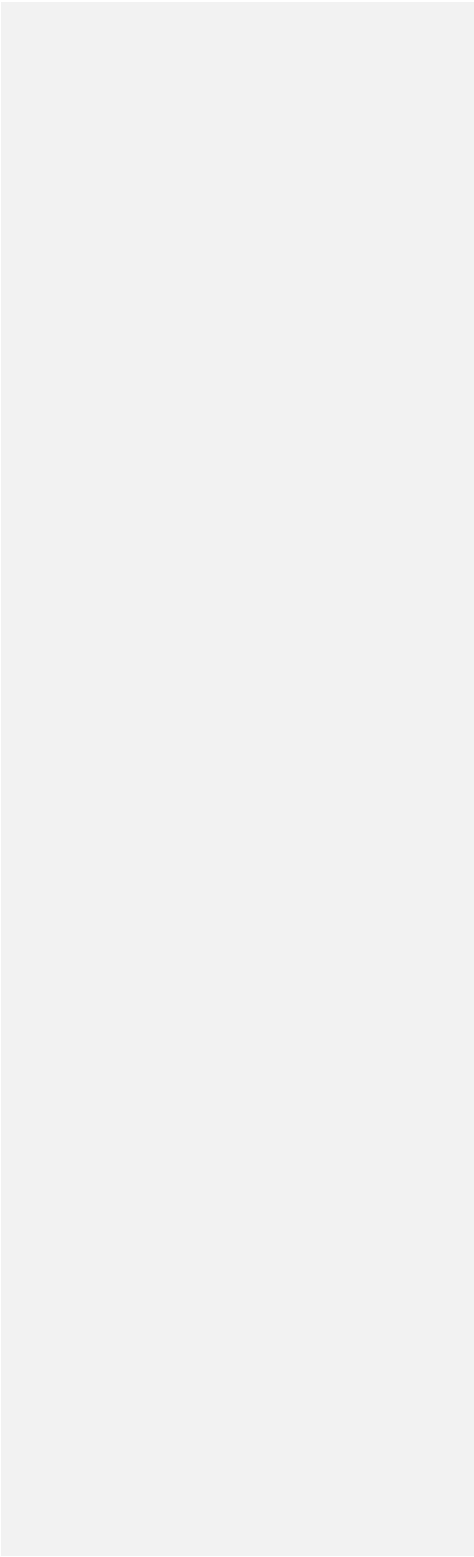
Such notification shall not relieve the Customer of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property. Such notification shall not relieve the Customer of any charges, fines, penalties,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

13. Duty to Mitigate or Reduce Operations

The Customer acknowledges and agrees that it has an affirmative duty to take any and all commercially reasonable measures to mitigate the impact to the sewage system and to the environment of an excess discharge or the impact of any other event of default under this Agreement that has, or would reasonably be expected to have, an impact on the sewage system or on the environment.

If the Customer knows, or reasonably should know, of a condition causing a reduction of efficiency in its treatment operations or of a failure of its treatment equipment, then the Customer shall cease or reduce operations or production activity as necessary until the condition or failure of equipment is remedied. Such a condition or failure

includes, but is not limited to, a loss of electric or water service to the Customer’s facility, and such a loss of electric



or water service shall not constitute an event of force majeure under this Agreement.

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

14. Dilution Prohibited

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

15. Bypasses Prohibited

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

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

16. Request for Anticipated Bypass

Except for bypasses that occur as a result of mechanical failure or acts beyond the control of the owner or operator of a waste disposal system (i.e., unanticipated bypasses), the Customer shall obtain written permission from the ~~IDNR and from the~~ City prior to any discharge of sewage or wastes from a waste disposal system not authorized by the Permitted Discharge.

The City may approve an anticipated bypass after considering its adverse effects if the City determines that it will meet the conditions described in section ~~12-15~~ above, ~~and if the IDNR determines that the bypass will meet the IDNR conditions for a bypass pursuant to 567 IAC Chapter 63.~~

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

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

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

17. Notification of Unanticipated Bypasses or Upsets

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

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

- (1) The reason for the bypass, ~~including the amount and duration of any rainfall event that may have contributed to the bypass;~~

Commented [TA4]: Sections 15,16,17,19,20, and 21 are copied from the Iowa Administrative Code sections applicable to bypass from NPDES permitted facilities and are not directly relevant to an industrial user agreement.

If desired to include in this agreement, the bypass language should mirror or reference the bypass language from the ordinance.

Reporting of such discharges is also covered under section 12.

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

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

18. Upsets

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

~~19. Monitoring, Disinfection, and Cleanup~~

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

~~20. Reporting of Subsequent Findings and Additional Information~~

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

~~21. Public Notice of Bypass or Upset~~

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

RATES, CHARGES, AND PENALTIES

~~22-19. Establishment of Just and Reasonable Rates and Sewer Service Charges~~

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

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

~~23-20. Cost of Service and Rate Review~~

The City shall regularly assess the cost of providing sewer service and shall review its rates and sewer service charges at least every two years to ensure that the rates and sewer service charges reflect the current cost of providing service. In assessing the cost of providing sewer service, the City may, but is not required to, conduct a full cost-of-service and rate study. The City shall make a good faith effort to complete the review of its rates and sewer service charges before the annual meeting with the Customer to discuss the renewal of this Agreement, as provided elsewhere in this Agreement.

~~24-21. Rate Ordinance Incorporated by Reference~~

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

Commented [TA5]: Is this referring to Chapter 48, Article IV, Division 5?

~~25-22. Modification of Rates and Charges to Meet Regulatory Requirements~~

The City and the Customer acknowledge that, from time to time, the IDNR or the EPA may implement new effluent controls or otherwise alter the discharge limits applicable to POTWs. These altered regulatory requirements may be more stringent than the controls and limits currently contained in the City's NPDES permit. The Customer

acknowledges and agrees that the City shall have the right to modify the City's rates and sewer service charges applicable to Customer's rate classification, and to establish new rate classification(s) applicable to customer, as may be considered necessary and appropriate in the City's discretion, to recover any increased costs incurred to meet applicable regulatory requirements or for other reasons in accordance with applicable law. Such costs may include any or all of the following:

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

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

~~26-23~~ Reimbursement of Certain Direct and Indirect Costs

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

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

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

~~27-24~~ Payment of Sewer Service Charges

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

MONITORING, SAMPLING, REPORTING, AND COMPLIANCE

~~28-25~~ Requirement to Provide Information

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

- (1) Identifying Information:
 - a. The name and address of the facility, including the name of the operator and owner; and
 - b. Contact information, description of activities, facilities, and plant production processes on the premises.
- (2) Environmental Permits. A list of any state or federal environmental control permits held by or for the facility.
- (3) Description of Operations:
 - a. A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications (SICs) of the operation carried out by the Customer. This description should include a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes; and
 - b. Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW; and
 - c. Number and type of employees, hours of operation, and proposed or actual hours of operation; and
 - d. Type and amount of raw materials processed (average and maximum per day); and
 - e. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge.
- (4) Time and duration of discharges.
- (5) The location for monitoring all pollutants and wastewater parameters covered by the Customer's Permitted Discharge.
- (6) Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams.
- (7) Measurement of pollutants and wastewater parameters:

- a. If applicable, the categorical Pretreatment Standards applicable to each regulated process and any new

categorically regulated processes for existing sources.

- b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required (by the Standard Methods or by the IDNR) of regulated pollutants and wastewater parameters in the discharge from each regulated process.
 - c. Instantaneous, Daily Maximum, and long-term average concentrations, or mass, as appropriate, shall be kept on file and reported to the City upon request.
 - d. The measurements shall be representative of daily operations and shall be analyzed in accordance with procedures set out elsewhere in this Agreement. The Customer shall submit all necessary documentation or other information regarding effluent, as required by the City, to enable the City to determine compliance with this Agreement.
 - e. The results of sampling for pollutants and wastewater parameters. All sampling shall be performed in accordance with procedures set out elsewhere in this Agreement.
- (8) Any other information that may reasonably be deemed necessary by the City to evaluate the Customer's use of the sewage system or the Customer's compliance with the requirements of this Agreement.

29-26. Installation and Maintenance of Monitoring and Sampling Equipment

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

The equipment shall include a monitoring station installed at a point that is near and prior to the point of discharge into the City's sewage system. The monitoring station shall be installed within ~~one-two~~ (21) years of the effective date of this Agreement.

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

The Customer shall install a monitoring station located inside the Customer's facility that includes:

1. ~~Magnetic flow meter with flow totalizer (pump all wastewater to above grade flow meter) Totalized flow recording at set time of day (corresponding with time sampler switches sample bottles)~~
2. ~~Pipe spool piece for use when meter is taken out of service for calibration tests~~
3. ~~24 hour flow proportional, refrigerated composite sampler, two sample bottles with automatic switch over at set time of day~~
4. ~~Grab sample tap~~
5. ~~Sink with hot and cold water~~
6. ~~Floor drain near grab sample tap~~
7. ~~Heated and ventilated enclosure~~
8. ~~Access door located outside of production plant for unimpeded access by City staff for sample collection~~

~~a magnetic flow meter and a twenty-four (24) hour flow proportional composite sampler. The monitoring station shall be installed within thirty (30) days of the effective date of this Agreement or as soon as possible with schedule approved by City.~~

If the City and the Customer agree to use the current monitoring and sampling equipment, then The City agrees to waive the applicability of this Section provided that Customer maintains full compliance with the Permitted Discharge requirements of this Agreement. If Customer fails to maintain compliance with the Permitted Discharge requirements of this Agreement, then Customer agrees that this Section shall apply and agrees to comply fully with its requirements. Customer shall follow all IDNR guidelines with respect to optimal sample representation. Customer also specifically agrees to promptly notify the City of any changes in the monitoring or sampling procedures agreed to by the Parties in exchange for a waiver of the requirements of this Section.

30-27. Right of Entry and Inspection of Equipment

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

31-28. Regular Monitoring and Sampling Required

The City shall ~~regularly~~ monitor and sample the effluent discharged into the City's sewage system at least once per calendar week, or at the frequency specified by the Iowa DNR, whichever is more frequent. For each wastewater parameter in the Permitted Discharge, the City shall collect 24-hour proportional composite samples that are representative of the actual discharges of effluent during the monitoring period. The City may collect

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Commented [TA6]: In accordance with an agreement regarding access that provides provisions for food and safety

samples more frequently than the minimum specified above when it determines that additional samples are necessary to represent the actual discharges of effluent.

32.29. Laboratory Testing of Samples

The City shall ~~test and analyze~~have all effluent samples collected ~~tested and analyzed in by~~ a laboratory certified by the State of Iowa, except those parameters that must be analyzed immediately on site. The City may maintain a laboratory at the City's sewage treatment facility or may retain an independent laboratory to conduct the tests.

The City shall deliver the ~~tests samples~~ to the laboratory for analysis and provide reports of the results to the Customer within 24 hours of receipt from the laboratory, unless the laboratory sends the results directly to the Customer. The Customer shall ~~reimburse the City~~be responsible for the costs of testing the samples required by this agreement.

33.30. Splitting of Samples

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

34-31. Grab Samples

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

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

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

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Commented [TA7]: This type of provision may be included in the future agreement, but is removed to simplify city sampling procedures at this time.

35-32. Calculation of Monthly Average Mass Discharges

The Customer and the City agree that for monitoring and compliance purposes, the monthly average mass discharges shall be calculated as the average of the mass discharges recorded for every day that a sample was collected and analyzed.

36-33. Monthly Reporting of Sampling Results and Verification of Compliance

On a monthly basis, the Customer shall report to the City the results of the monitoring and sampling of wastewater parameters, including the daily maximum flow and discharges, the daily average flow and discharges, and the grab samples, as covered by the Customer's Permitted Discharge. The Customer shall submit the report to the City by the 7th day of the month following the monitoring period. Failure to submit the report by the 15th day of the month following the monitoring period constitutes a material violation and will result in an administrative penalty of \$250.

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The City shall review the reports on a monthly basis and shall verify the Customer's compliance with this Agreement and with each wastewater parameter covered by the Permitted Discharge.

37-34. Estimation of Flow Volume and Wastewater Parameters

If for any reason the Customer's actual monitoring and sampling data is not available, or because of a cessation of operations, then for both compliance and billing purposes, the City may estimate the Customer's flow volume and discharges for the month.

The City shall estimate the monthly flow volume in the following manner:

- (1) By determining the Customer's total wastewater discharge volume from the most recent month where actual measurements are available ~~or~~;
- (2) By determining the Customer's total water use volume from the most recent month where actual measurements are available. ~~Customer will combine totalized flows from the Four (4) water meters supplying the Customer.~~
~~(2)a. Meter #53763104, 64240506, 43973179, and 43370979~~
- (3) Then by deducting two (2) of the water meters from the monthly summary as those meters are supplying domestic water use or industrial cooling or boiler feed water.
~~(3) Deduction of Meter #43973179 and #43370979. By calculating the ratio of total wastewater discharge volume determined in step (1) above to the total water use volume determined in step (2) above.~~
- (4) ~~By multiplying the current month's water use volume by the ratio determined in step (3) above.~~

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Commented [RK8]: Can we document the current method of recording the 3 flow meters as an approved alternative?

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The City shall estimate the other wastewater parameters in the Permitted Discharge by using historical discharge data from whichever prior month is the most similar to the monthly flow volume estimated above.

The Customer acknowledges that the above method of estimating flow volume and wastewater parameters may result in estimates that are in excess of the limits in the Permitted Discharge and hereby agrees that such estimates will be used even if they are in excess of the Permitted Discharge.

38.35. Disputes Over Sampling

If a dispute arises over the monitoring and sampling of discharges, including the methods of sampling or the results of the laboratory tests, the City and the Customer shall make a good faith effort to resolve the dispute. The parties may take additional samples and conduct additional tests at the laboratory, or they may agree to jointly retain an independent professional engineer to assist in resolving the issues. The parties shall both agree on the selection of the professional engineer and shall share equally in the costs. The parties shall not unreasonably withhold their agreement to the selection of the professional engineer.

DEFAULT AND TERMINATION

39. Duty to Comply

The Customer acknowledges and agrees that it has a duty to comply with the obligations in this Agreement and that a failure to comply with this Agreement may be grounds for default of the Agreement, termination of the Agreement, or the initiation of any of the administrative enforcement remedies provided in Sec. 48-324 of the City's Code of Ordinances.

40-36. Material Violations and Initiation of Enforcement Remedies

If the City determines that the Customer has violated or is violating any of the wastewater parameters in the Permitted Discharge, or any term of this Agreement, in a material way, the City may initiate the administrative enforcement remedies provided in Sec. 48-324 of the City's Code of Ordinances.

The City may determine that a material violation of this Agreement has occurred regardless of whether the EPA or DNR determines there is an excess discharge. A material violation that results in the initiation of administrative enforcement remedies shall also constitute an event of default under this Agreement.

41-37. Events of Default

The parties agree that an event of default under this Agreement shall include but not be limited to the following:

- (1) A material violation of a wastewater parameter in the Permitted Discharge;
- (2) A failure to comply with federal, state, or local environmental laws, rules, regulations, or policies, including a failure to comply with the bypass requirements of the IDNR or of this Agreement;
- (3) A failure to comply with any sewer utility provision in Chapter 48, Article IV, or any other applicable provision of the City's Code of Ordinances, including zoning or building code violations;
- (4) A failure to pay any of the rates or sewer service charges established by this Agreement or in the City's Code of Ordinances;
- (5) A failure to make any capital cost payment required pursuant to this Agreement;
- (6) A failure to reimburse for any direct or indirect costs assessed pursuant to this Agreement;
- (7) A failure to implement or comply with any pretreatment requirements imposed pursuant to this Agreement or a refusal to allow the inspection of such equipment as provided herein;
- (8) A failure to install or properly maintain monitoring and sampling equipment or a refusal to allow the inspection of such equipment as provided herein;
- (9) A failure to monitor or sample effluent or to submit sampling data or monthly reports;
- (10) A failure to provide any of the information required under this Agreement
- (11) A material misrepresentation of the results of the monitoring and sampling or of any of the information required to be provided under this Agreement;
- (12) A failure to provide notice of potential problems as provided in this Agreement;
- (13) A failure to provide notice of a change in conditions as provided in this Agreement;
- (14) An attempt to sell, assign, transfer, or convey this Agreement, or any of the rights, benefits, costs, or obligations contained in this Agreement, to any other party without prior written consent;
- (15) Any other breach, failure to perform, or any material noncompliance with the terms and conditions of this Agreement, as determined by the City in its sole discretion.

42-38. Notice of Default and Opportunity to Cure

If either party determines that the other party has defaulted or otherwise failed to perform an obligation under this Agreement, the non-defaulting party may declare that an event of default has occurred and give notice to the defaulting party.

A notice of default shall conform to the notice provisions of this Agreement and shall specify the action required of the defaulting party to correct the default. The defaulting party shall have thirty (30) days from the date of its receipt of the notice of default to correct the default.

If at the end of the thirty (30) day period the default has not been corrected, the non-defaulting party may terminate this Agreement. A non-defaulting party terminating this Agreement after a failure to cure a default shall be entitled to recover from the defaulting party any and all losses or damages suffered as a result of the default.

43-39. Damages

The Customer is liable to the City for all actual and direct damages caused by the Customer's default of this Agreement. The City shall have the right to recover the costs associated with the default, less any expenses or costs avoided by the Customer's default.

44-40. Mutual Termination

This Agreement may be terminated by mutual agreement of the parties, at any time, in writing and executed by

both parties.

45-41. Termination Without Cause

The Customer may terminate this Agreement for any reason by providing the City written notice at least sixty (60) days prior to the intended termination date, provided the Customer is compliant with all financial obligations incurred under this Agreement or due and owing under the City's Code of Ordinances, including all rates or charges for sewer service, direct or indirect costs, capital cost payments, penalties for excess discharge, and any and all amounts due and owing for civil penalties or municipal infractions.

46-42. Effect of Termination or Expiration

In the event of termination or expiration for any reason, both parties shall be relieved of all further obligations or duties beyond the date of termination unless otherwise specifically provided in this Agreement, but neither party shall be relieved of its duties and obligations under the Agreement through the date of termination. If the Agreement is terminated or expires for any reason, then the Customer shall immediately take all steps necessary to discontinue use of the City's sewage system.

COMMUNICATIONS, NOTIFICATIONS, AND DISPUTES

47-43. Regular Meetings

The City and the Customer shall meet at least once each year, for as long as this Agreement is in effect, at a date and time agreeable to both parties. At such meetings the parties shall discuss any issues related to this Agreement that have arisen since the last meeting. The City shall provide the Customer any relevant information regarding the costs of providing service or the results of any recent reviews of rates and sewer service charges.

48-44. Notice of Changed Conditions

If the Customer experiences, or intends to make, a material change in production or operations that could affect the Customer's ability to comply with the Permitted Discharge limits or any of the monitoring, sampling, testing, reporting, or financial requirements of this Agreement, then the customer shall notify the City as soon as possible.

If the City experiences, or is required by regulation to make, a material change in sewage treatment operations or capacity that could affect the City's cost of providing service or its rates, then the City shall notify the Customer as soon as possible.

If either party notifies the other party of a change in conditions under this section, then both parties shall meet in good faith to discuss amendments to this Agreement. This requirement to discuss amendments shall not relieve the City or the Customer of any obligations to meet or comply with the regulatory requirements applicable to public utilities or to POTWs.

49-45. Alternative Dispute Resolution Prohibited

The City and the Customer agree that this Agreement is primarily intended (1) to implement the federal and state regulatory requirements of the Clean Water Act and (2) to ensure that the City is providing cost-based sewer utility service to all customers, as required by Iowa law. As such, both parties agree that the Customer is subject to the administrative enforcement remedies of the City's Code of Ordinances as well as other federal, state, and local laws, rules, regulations, and policies. The parties therefore agree that alternative dispute resolution processes, such as mediation and arbitration, are not an appropriate forum to resolve disputes arising under this Agreement.

50-46. Notices

Any notice required or permitted to be delivered pursuant to this Agreement shall be in writing and shall be deemed delivered: (a) upon delivery if delivered in person; (b) after three (3) business days, if deposited in the United States mail, registered or certified mail, return receipt requested, and postage prepaid; (c) upon transmission, if sent via email, with a confirmation copy sent via overnight mail; or (d) after one (1) business day if deposited with a national overnight courier.

Whenever notice is provided under this Agreement, and no matter how it is delivered, the notice shall be addressed to the following:

If to the City:

Daniel Ortiz-Hernandez

City Manager

400 Second Street

PO Box 217
Webster City, IA 50595

If to the Customer:
[contact information]

MISCELLANEOUS PROVISIONS

51-47. Governing Law and Conflicts

This Agreement shall be governed by and enforced in accordance with the laws of the State of Iowa. If any provision of this Agreement conflicts with a provision of the City Code of Ordinances pertaining to the subject matter of this Agreement, then the terms of this Agreement shall prevail.

52-48. Force Majeure.

Each party shall be excused from performance under this Agreement and shall have no liability to the other party for any period during which the party is prevented from performing any of its obligations, in whole or in part, as a result of delays caused by the other party, by an act of God, war, civil disturbance, court order, third party performance or nonperformance, strikes, work stoppages or other cause beyond its reasonable control.

Any nonperformance due to the foregoing shall not be a default under, or grounds for termination of, this Agreement. Notwithstanding the foregoing, if any of the above-enumerated circumstances prevent, hinder or delay performance of either party's obligations hereunder for more than thirty (30) calendar days, the party not prevented from performing may, at its option, terminate this Agreement without liability or penalty as of a date specified by such party in a written notice of termination to the other party as provided in this Agreement.

53-49. Indemnification.

The Customer shall, to the extent permitted by law, indemnify, defend, and hold the City harmless against all claims, demands, damage, injury, loss, expense, or regulatory fines or fees incurred by the City arising out of (i) the City's collection and delivery of the Customer's sewage to the City's sewage system; (ii) the failure of the Customer's effluent to meet the Permitted Discharge and the applicable wastewater parameter limits, (iii) the negligence of the Customer, or its employees, agents, or contractors; (iv) a breach of this Agreement by the Customer; or (v) a violation of federal, state, or local law, rule, regulation, or policy by the Customer.

The City shall, to the extent permitted by law, indemnify, defend, and hold the Customer harmless against all claims, demands, damage, injury, loss, and expense incurred by the Customer to the extent directly related to (i) the negligence of the City, or its employees, agents, or contractors; (ii) a material breach of this Agreement by the City; or (iii) a violation of federal, state, or local law, rule, regulation, or policy by the City.

54-50. Survival of Obligations

Termination of this Agreement for any reason shall not release either party from any liability, including the billing or reimbursement of services, the payment of capital costs, or the posting of a bond, as provided in the Agreement, that accrued on or before the date of termination, or that may thereafter arise with respect to any act or omission occurring on or before the date of termination, or from any obligation that is expressly stated in this Agreement to survive termination of this Agreement.

55-51. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter described in this Agreement, and this Agreement shall supersede any prior agreements relating to the same subject matter.

56-52. Amendments and Modifications

No modification, amendment, or supplement to this Agreement shall be effective for any purpose unless agreed to in writing and signed by the parties.

57-53. Severability

If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such a provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect.

58-54. Waivers

No delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have under this Agreement shall operate as a waiver. Any waiver must be in writing and signed by the party granting such a waiver. The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any other breach or default.

59-55. Authority to Perform

The parties to this Agreement each warrant that they have the right, title, and authority to enter into this Agreement and to perform all obligations under this Agreement. Each party warrants that all necessary approvals to enter into the Agreement, and to fully perform under the Agreement, have been obtained.

60-56. Consent Required for Assignment

Neither party may sell, assign, transfer, or convey this Agreement, or any of the rights, benefits, costs, or obligations contained in this Agreement, to any other party without the prior written consent of the other party to this Agreement.

The Customer acknowledges and agrees that to sell, assign, transfer, or convey the whole, or any part, of its operations, production, or business interests in the facilities that are subject to this Agreement or to the limits covered in the Permitted Discharge, constitutes a change of conditions. Before closing such a transaction, the Customer shall notify the City of the transaction and the parties shall discuss in good faith any amendments to this Agreement that might be necessary as the result of such a transaction.

61-57. Headings

Headings contained in this Agreement are for convenience of reference only and shall not affect the meaning and interpretation of this Agreement.

62-58. No Third-Party Rights

This Agreement is not intended to, and shall not be construed to, benefit any person other than the parties to this Agreement, and only the parties to this Agreement shall exercise any of the rights contained in this Agreement.

63-59. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

64-60. Signatures

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

FOR Webster City Custom Meats, Inc.:

<div></div>	<div></div>
Name:	Date
Title:	

FOR City of Webster City:

<div></div>	<div></div>
Name: John Hawkins	Date
Title: Mayor	

EXHIBITS

[INSERT IDNR TREATMENT AGREEMENT AND PRETREATMENT FACILITIES EXHIBIT]

02097932-1\20363-012

MEMORANDUM

TO: Mayor and City Council

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

DATE: August 21, 2023

RE: Transfer of Funds

SUMMARY: Council authorization is needed to make the 36 transfers described below for a total of \$5,444,799.75. The transfers will be posted as June 2023 transactions.

PREVIOUS COUNCIL ACTION: In the past, transfers have been presented to council twice a year.

BACKGROUND/DISCUSSION: We have several transfers that are tied to the 2021 GO Bond. The proceeds were placed into the 2nd Street Reconstruction Project, General Fund and Capital Improvement Fund according to the expected use of the proceeds.

The proceeds that will not be needed for the 2nd Street Project, all of the proceeds deposited into the Capital Improvements and a portion of unused proceeds in the General Fund will be used to pay for the street, sidewalk and storm sewer portions of the Lincoln Drive Project as this is an allowable use. Funds will be left in the 2nd Street Project to cover the remaining expenses.

Two years ago, the ordinance was changed to have an automatic transfer of 25% of the Hotel/Motel receipts collected in the calendar year to the Park & Recreation Department to spend on improvements. A new Park & Recreation Improvement Fund was made at this time to better track these receipts and how they were spent. All of the revenues are posted to the General Fund with a transfer to move the cash at the end of the fiscal year.

The remaining transfers include moving cash to reconcile projects & funds, reduce internal debt and meet housing TIF/LMI requirements.

1. This is transfer we make annually to move the taxes received in the Emergency Levy to the General Fund
2. Transfer from the Annual Street Maintenance to the General fund to reconcile the parking lot portion of the HMA projects
3. This transfer is moving the Hotel/Motel grant that was received for the Mini Pitch Soccer Field
4. Transferring the 25% of the 2022 calendar year Hotel/Motel receipts
5. Transfer the money received from Lift to pay the remaining costs of the Mini Pitch that were not covered by the Hotel/Motel grant

6. Transfer from the General Operations Fund to the Parks & Recreation Improvement Fund to pay for the remaining improvement expenses in FY23. The project expenses, before grant & contribution revenues were \$210,855.70 (\$9,137.11-Outdoor Pool Pipe Replacement, \$95,925-Slide Repair; \$85,017.34-Mini Pitch; \$20,776.25-splash pad).
7. Transfer from the Work Comp Fund to the Unemployment Fund to remove the negative balance. The monthly tax receipt intermingles work comp, unemployment and insurance, as does our levy asking on the state budget form. Work Comp and Medical Insurance have healthy balances at year end so the distribution needs to be re-evaluated.
8. Transfer the portion of the proceeds from the 2021A GO Bond to the Road Use Fund for the financing of a portion of the new street building. This was planned when determining the amount to borrow but did not get transferred or deposited to the Road Use Fund in prior years.
9. Transfer from the General Fund to the DARE Fund to remove the negative balance
10. Transfer from the General Fund to the K9 Fund to remove the negative balance
11. Transfer from the General Fund to the CDBG Revolving Loan Fund to remove the negative balance and close the account. This is the account we have been trying to spend down for a few years and was used for the Elk's Building, watermain repair along E 2nd Street a few years ago and trail repairs.
12. Transfer the required percentage of Brewer Creek Estates TIF receipts to the LMI Fund
13. Transfer the required percentage of Gourley TIF receipts to the LMI Fund
14. Transfer the required percentage of Ridge Development receipts to the LMI Fund
15. Annual transfer from Riverview TIF receipts to SSMID with the transfer amount being calculated during the budget process, using the SSMID tax levy and the taxable incremental value of the downtown SSMID district.
16. Transfer from the General Fund to the WC Custom Meats TIF Fund to remove the negative balance and close the fund
17. Transfer the Road Use portion of the 2021A GO Bond payment to the Debt Service Fund
18. The remaining balance in the Brewer Creek Estates TIF fund after the LMI transfer are moved to the Brewer Creek Project Fund
19. The balance of the Riverview TIF Funds after the SSMID contribution are transferred to the 2nd Street Reconstruction Project to repay the loan
20. Transferring the cash that was originally placed in the Capital Improvement Fund from the 2021A GO Bond
21. Transferring the remaining cash needed for the street and storm sewer portion of the 2021 HMA project
22. Transfer from the 2nd Street Reconstruction Project to the Annual Street Maintenance Project to pay for a portion of the street, water and storm sewer portions of the Lincoln Drive Project. These funds were originally part of 2021A GO Bond
23. Transfer the portion needed from the proceeds of the 2021A GO Bond that were placed in the General Fund to the Annual Street Maintenance Fund to reimburse the expenses paid for the street, sidewalk and storm sewer portions of the Lincoln Drive Project
24. Transfer the cash needed to reimburse the Annual Street Maintenance Fund for the water portion of the Lincoln Drive project
25. Transfer the cash needed to reimburse the Annual Street Maintenance Fund for the sewer portion of the Lincoln Drive project
26. Transfer the remaining cash needed for the sewer portion of the 2nd Street Project

27. Transfer from the General Fund to the E Twin Park Fund to remove the negative balance and reconcile the fund. This transfer will leave a balance of \$12,560 in the E Twin Park Project Fund to be used for Phase 2 of the project. This amount was drawn down in error from funds that were specifically earmarked for Phase 2 and placed in the Enhance Hamilton County E Twin Park Fund
28. Transfer the remaining amount needed for the electric portion of the 2nd Street Project
29. Transfer from the Electric Improvement Reserve to the Electric Operations to reimburse for expenses paid related to electric improvement projects (\$360,450-2022 URD Project and \$68,408-Reisner Substation)
30. Transfer the cash from the Brewer Creek Estates Project fund to the Electric Improvement Reserve to repay debt
31. Transfer the remaining amount needed for the water portion of the 2nd Street Project
32. Transfer from Water Improvement Reserve to Water Operations to reimburse project expenses (\$1,037,327-Water Plant Improvements; \$24,945-2023 Watermain Repair Project; \$55,281-water fill station at the street department)
33. Transfer from Sewer Improvement Reserve to Sewer Operations to reimburse project expenses (\$471,044-Wastewater Treatment Plant Design; \$40,090-Force Sewer Main; \$54,690-2023 Sanitary Sewer Project-Slip Lining)
34. Transfer from Sewer Operations to the Sewer Improvement Reserve for future improvements.
35. Transfer from the WCF TIF Fund to the Sewer Improvement Reserve to pay on the advance given by the sewer utility for sewer improvements (after this transfer the balance will be \$17,058)
- 36.** Transfer from the Annual Street Maintenance Fund to the Sewer Improvement Reserve Fund to correct the overestimated amount transferred for the sewer portion of the 2021 HMA Project last year.

FINANCIAL IMPLICATIONS: The transfers were budgeted or needed to reconcile and/or close funds.

RECOMMENDATION: Staff recommends Council approve the requested transfers.

RESOLUTION 2023-

Transferring cash to provide funding for certain projects, repay internal loans, reconcile funds and TIF entries.

WHEREAS, the following projects require transfers in cash for funding, internal loans need repayment, TIF funds need to contribute to LMI, certain fund balances need to be reconciled. These transfers are as follows:

	CASH TRANSFERS	FUND	TRANS IN	TRANS OUT	FUND
1	209-Emergency Levy Fund to 100-General Fund	100	71,795.24	71,795.24	209
2	525-Annual Street Maintenance to to 100-General Fund	100	14,319.00	14,319.00	525
3	100 General Fund (208-Hotel/Motel) to to Park/Rec Improvement Fund	100C	69,450.00	69,450.00	100
4	100 General Fund (208-Hotel/Motel) to to Park/Rec Improvement Fund	100C	37,409.71	37,409.71	100
5	100-General Fund to Park/Rec Improvement Fund	100C	15,567.34	15,567.34	100
6	100-General Fund to Park/Rec Improvement Fund	100C	61,943.36	61,943.36	100
7	201-Work Comp Fund to 203-Unemployment	203	8,600.00	8,600.00	201
8	536-2nd Street Reconstruction to 204-Road Use Tax Fund	204	538,140.00	538,140.00	536
9	100-General Fund to 211-DARE Program	211	292.75	292.75	100
10	100-General Fund to-214 K9 Fund	214	2,657.41	2,657.41	100
11	100-General Fund to 220-Revolving Loan Fund (CDBG)	220	3,080.61	3,080.61	100
12	255-BC Estates TIF Fund to-228-LMI Fund	228	7,734.89	7,734.89	255

	CASH TRANSFERS	FUND	TRANS IN	TRANS OUT	FUND
13	281-Gourley TIF Fund to 228-LMI Fund	228	8,935.78	8,935.78	281
14	294-Ridge Development TIF Fund to 228-LMI Fund	228	16,436.93	16,436.93	294
15	250-Riverview TIF Fund to 260-SSMID	260	2,146.00	2,146.00	250
16	100-General Fund to 291-WC Custom Meats TIF	291	896.55	896.55	100
17	204-Road Use Fund to 300-Debt Service Fund	300	240,000.00	240,000.00	204
18	255-BC Estates TIF Fund to 502-BC Estates Project Fund	502	11,325.95	11,325.95	255
19	250-Riverview TIF Fund to 504-2nd Street Reconstruction	504	32,661.32	32,661.32	250
20	500 Capital Improvement Fund to 525-Annual Street Maintenance	525	152,029.00	152,029.00	500
21	500-Capital Improvement Fund to 525-Annual Street Maintenance	525	10,645.11	10,645.11	500
22	536-2nd Street Reconstruction to 525-Annual Street Maintenance	525	761,628.11	761,628.11	536
23	100 General Fund to 525-Annual Street Maintenance	525	135,927.91	135,927.91	100
24	602D-Water Improvement Reserve to 525-Annual Street Maintenance	525	327,959.00	327,959.00	602D
25	603D-Sewer Improvement Reserve to 525-Annual Street Maintenance	525	235,957.00	235,957.00	603D
26	603D-Sewer Improvement Reserve to 536-2nd Street Reconstruction	536	10,068.00	10,068.00	603D

	CASH TRANSFERS	FUND	TRANS IN	TRANS OUT	FUND
27	100-General Fund to 537-E Twin Park Project Fund	537	27,251.48	27,251.48	100
28	601D-Electric Improvement Reserve to 536-2nd Street Reconstruction	536	1,139.00	1,139.00	601D
29	601D-Electric Improvement Reserve to Electric Operations	601	428,858.00	428,858.00	601D
30	502-BC Estates Improvement Fund to 601D-Electric Improvement Reserve	601D	11,507.66	11,507.66	502
31	602D-Water Improvement Reserve to 536-2nd Street Reconstruction	536	3,926.00	3,926.00	602D
32	602D-Water Improvement Reserve to 602-Water Operations	602	1,117,553.00	1,117,553.00	602D
33	603D-Sewer Improvement Reserve to 603-Sewer Operations	603	565,824.00	565,824.00	603D
34	603-Sewer Operations to 603D-Sewer Improvement Reserve	603D	500,000.00	500,000.00	603
35	287--WCF TIF Fund to Sewer Improvement Reserve	603D	9,383.64	9,383.64	287
36	525 Annual Street Maintenance to Sewer Improvement Reserve	603D	1,750.00	1,750.00	525
TOTALS			5,444,799.75	5,444,799.75	

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, Iowa that the Finance Director is hereby authorized and directed to make the cash transfers in the amounts described above in the period of June 2023.

Passed and adopted this 21st day of August, 2023

ATTEST:

John Hawkins, Mayor

Karyl K Bonjour, City Clerk