



**AGENDA**  
**City Council Meeting**  
**City Hall Council Chambers - Webster City, Iowa**  
**September 5 (Tuesday), 2023 – 6:00 p.m.**

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

**Meeting ID 893 8546 1841**

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. [PROCLAMATION](#) on Doodlebug Days September 11 to September 16 - by Mayor.

**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 21](#) and [AUGUST 28](#), 2023.

b. [RESOLUTION](#) on [PAYROLL](#) for the period ending August 26, 2023 and paid on September 1, 2023.

c. [RESOLUTION](#) - [FUND LIST](#) [BILLS](#)

d. 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, C & C's American Tap, 526 Second Street

e. Motion on [STREET CLOSURE REQUEST](#) from Webster City High School National Honor Society and issuance of Parade Permit for Homecoming Parade to be held on September 8, 2023. Staging to begin at approximately 1:30 p.m. with Parade at 2:30 p.m.

f. Council Committee Reports

g. Other reports and recommendations

**3. GENERAL AGENDA**

**6:05 PUBLIC HEARINGS**

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.

[COUNCIL MEMORANDUM](#)

First Reading of 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.

b. 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.

[COUNCIL MEMORANDUM](#)

[MEMO-SNYDER](#)

[LETTER-SNYDER](#)

[COST OPINION](#)

[BID TAB](#)

[RESOLUTION](#) finally approving and confirming Plans, Specifications and Form of Contract and Estimate of Cost for the 2023 Sanitary Sewer Rehabilitation Project including Bid Alternative One and Two and awarding Contract to Nels Pederson in the amount of \$296,444.50.

c. [RESOLUTION](#) authorizing the Mayor and City Clerk to Amend the Salary of the City Manager.

d. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Mayor to sign and execute Amendment No. 27 with Snyder and Associates to provide additional Professional Services needed for 2024 HMA Street Improvements Project for 600 Block of Elm Street and 500 Block of Webster Street.

[AMENDMENT NO.27](#)

[CIP PAGE](#)

[WEBSTER ST](#)

[ELM ST](#)

[COND.MAP](#)

e. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Mayor to sign and execute Easements and Quit Claim Deed from those listed herein in connection with the Fair Meadow Drive Reconstruction and Widening Project.

[TEMP EASEMENTS](#)

[EASEMENTS CONVEYANCE](#)

[QCDEEDS](#)

f. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Mayor to sign a Five-Year Agreement with The Trash Man for City Trash Services for City Facilities and City-Wide Recyclable Collection Services for all Webster City Residences.

[MAILING](#)

[RFP](#)

[TRASHMAN PROPOSAL](#)

[QUESTIONS-TRASHMAN](#)

[AMERICAN PROPOSAL](#)

[QUESTIONS AMERICAN](#)

g. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) setting time and place for a Public Hearing on proposal to consider the Request to Vacate a Portion of Third Street Right-Of-Way. (September 18, 2023 6:05 p.m.)

[NOTICE](#)

[ORDINANCE](#)

[MAP](#)



**City Council Agenda September 5, 2023**

h. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Sale of Real Estate and approving Execution of a Warranty Deed conveying City Owned Property in Brewer Creek Estates Fifth Addition, Webster City, to Alex Greenfield. [PURCHASE AGR](#) [W DEED](#)

i. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) approving Rebate of \$20,000 (50%) of Utility Permit Fees paid by Platinum Connect, LLC in connection to Fiber Optic Network Constructed in Webster City and Right-Of-Way Access License Agreement entered into with the City of Webster City in 2021.

**4. ADJOURN**

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

# PROCLAMATION

## DOODLEBUG DAYS IN WEBSTER CITY WEEK OF SEPTEMBER 11 – SEPTEMBER 16, 2023

**WHEREAS** Webster City, Iowa is the birthplace of the famous “Doodlebug” motor scooter produced between 1946 and 1948 which has become a collector’s item around the United States; and,

**WHEREAS** Of the 40,000 units built in Webster City, it is estimated that approximately 1,000 or less may exist; and,

**WHEREAS** The Doodlebug may be the last visible tie to the former Beam and Electrolux facilities; and,

**WHEREAS** Each year for the last 37 years, the Doodlebug Club of America has hosted an annual reunion of the club drawing attendance from all over the nation, with members in over 32 states plus France; and,

**WHEREAS** Webster City is fortunate to have the Club select Webster City for their annual convention each year which brings people into our great community, known nationwide as the “Doodlebug Capital of the World”.

**NOW, THEREFORE**, I, John Hawkins Mayor of the City of Webster City, do hereby proclaim the week of September 11 to September 16, 2023 as official “Doodlebug Days” in Webster City, Iowa, and encourage all citizens of the community to welcome our visitors and visit them at the reunion site at the Hamilton County Fairgrounds.

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John Hawkins, Mayor  
City of Webster City, Iowa

**CITY COUNCIL MEETING MINUTES**  
**Webster City, Iowa August 21, 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 21, 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**

Scot and April Ely, Trustees of the D.M. (Delma) McLaughlin Revocable Trust were in attendance to present a donation of \$616,037.92 from the Trust to the City of Webster City to be used for the establishment and maintenance of the walking and/or bike trails in or near Webster City, Iowa. The City is to establish a separate trust account for this bequest and it can be used for no other purpose. City Attorney Zach Chizek will work with the Trustees and City Staff to get the proper fund set up through Enhance Hamilton County. Council Members expressed their gratitude for the generous donation.

**MINUTES AND CLAIMS**

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

- a. That the meeting minutes of August 7, 2023 be approved.
- b. That Resolution No. 2023-146 approving payroll for the period ending August 12, 2023 and paid on August 18, 2023 in the amount of \$212,649.75 be passed and adopted.
- c. That Resolution No. 2023-147 approving bills paid in the amount of \$2,484,905.40 be passed and adopted and the Fund List be approved.
- d. That the City Manager Reports for June (Electric only) and July 2023 be accepted and placed on file.
- e. That the Police Department Report for July, 2023 be accepted and placed on file.
- f. That the Fire Department Report for July, 2023 be accepted and placed on file.
- g. That the issuance of Beer & Liquor Licenses by the Iowa Department of Commerce be recommended for the following:

Class C Retail Alcohol License and Outdoor Service, Seneca Street Saloon, 919 Seneca Street

- h. Council Committee Reports – None brought forth.

- i. Other reports and recommendations – None brought forth.

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

**GENERAL AGENDA**

**6:05 Public Hearing**

- a. August 21, 2023 at 6:05 p.m. in Council Chambers at City Hall, Webster City, Iowa being the time and place for a Public Hearing to Amend the FY 24 Budget, the same was held. No written objections were received and no oral objections were presented.

It was moved by McFarland and seconded by Hansen that Resolution No. 2023-148 adopting Budget Amendment #1 for Fiscal Year ending June 30, 2024 be passed and adopted.

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

Dodie Wolfgram, Finance Director, provided information on the Amendments.

**City Council Meeting Minutes, August 21, 2023**

b. It was moved by Hansen and seconded by McFarland that 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.) be approved.

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

c. It was moved by McFarland and seconded by McKinney that Resolution No. 2023-149 setting September 5, 2023 at 6:05 p.m. in Council Chambers at City Hall, Webster City, Iowa as the time and place for a Public Hearing on Proposal to Amend the Code of Ordinances of the City of Webster City, Iowa, 2019, 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 be passed and adopted.

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

Ariel Bertran, Community Development Director, explained the need for the amendment to add this section to the current City Code of Ordinances.

d. It was moved by McKinney and seconded by Hansen that Resolution No. 2023-150 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 be passed and adopted.

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

Finance Director Wolfgram gave details of the Memorandum and some of the changes to be incurred.

e. It was moved by Welch and seconded by McFarland that Resolution No. 2023-151 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 be passed and adopted.

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

Biridiana Bishop, Assistant City Manager, spoke to Council on this request for support. Anna Woodward, Chamber Director and Janet Adams, member of Arts R Alive were also present to provide details of the installation of Art in the Downtown area.

f. It was moved by McFarland and seconded by Hansen that Resolution No. 2023-152 authorizing the Mayor to Sign and Execute Oxbow Restoration Agreement with the Nature Conservancy for the Oxbow Restoration Project at Brewer Creek Park be passed and adopted.

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

Brian Stroner, Environmental/GIS/Safety Coordinator, provided specifics on the project. Karen Wilke, Associate Director of Freshwater of The Nature Conservancy was also present and provided additional details on the Oxbow Restoration.

g. It was moved by Hansen and seconded by McKinney that Resolution No. 2023-153 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 be passed and adopted.

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

Daniel Ortiz-Hernandez, City Manager, gave a background of the negotiations on this agreement and are working with the new owners to get finalized for execution by both parties.

h. It was moved by Welch and seconded by McFarland that Resolution No. 2023-154 transferring cash to provide funding for certain projects, repay internal loans, reconcile funds and TIF entries be passed and adopted.

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

Finance Director Wolfgram explained the various reasons for the transfers.

**CLOSED SESSION**

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

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

Council went out of Open Session at 6:25 p.m.

A five-minute recess was taken by Council.

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

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

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

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

The August 21, 2023 Regular City Council Meeting stood adjourned at 7:45 p.m.

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John Hawkins, Mayor

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Karyl K. Bonjour, City Clerk

**CITY COUNCIL MEETING MINUTES**  
**Public Meeting/Work Session with Hinson Consulting, LLC**  
**August 28, 2023 – 6:00 p.m.                      Webster City, Iowa**

The City Council met in a Special Public Meeting/Work Session at the City Hall, Webster City, Iowa at 6:00 p.m. on August 28, 2023.

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

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

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

3. Mayor John Hawkins led the Pledge of Allegiance.

Also in attendance were City Manager Daniel Ortiz-Hernandez, Assistant City Manager Biridiana Bishop, City Clerk Karyl Bonjour, Finance Director Dodie Wolfgram, and Brent Hinson of Hinson Consulting, LLC of Mason City. Members of the Staff and Public were also present.

4. It was moved by McFarland and seconded by Hansen that Resolution No. 2023-155 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 Scale-Up Grant administered by Iowa Economic Development Authority be passed and adopted.

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

Biridiana Bishop, Assistant City Manager, informed Council that after visiting with IEDA, it was suggested that the Rural Scale-Up Grant would be better suited for Arts R Alive than the Rural Enrichment Grant previously approved at the meeting on August 21, 2023.

5. The purpose of the work session was to have Mr. Hinson present his Financial Analysis of the City of Webster City. Hinson began his presentation expressing thanks to Council and Staff for participating in the interviews to assist him in his analysis. He provided a review of comparable cities, including but not limited to their relative taxation, debt and expenditure levels and preliminary findings versus the comparables. He also gave Budgetary Evaluations of Modifications identified and Other Modifications to consider. He wrapped up the session with a discussion on recommended policies and follow-up actions. City Manager Ortiz-Hernandez encouraged Council to contact him with any additional questions or comments and a follow-up work session will be scheduled in the near future.

It was moved by Welch and seconded by McKinney to adjourn the Special Public Meeting/Work Session.

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

The August 28, 2023 Public Meeting/Work Session stood adjourned at 7:15 p.m.

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John Hawkins, Mayor

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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 26, 2023 and paid on September 1, 2023 aggregating the sum of \$209,579.54 herewith presented, be and the same is hereby approved.

Passed and adopted this 5<sup>th</sup> day of September, 2023.

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John Hawkins, Mayor

ATTEST:

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Karyl K. Bonjour, City Clerk

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-01 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-01 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-01 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt
11195	HANSEN, ABIGAIL J.	100.00	.00	.00	.00	.00	.00	100.00	.00	92.26	.00
11183	HAWKINS, JOHN C.	120.00	.00	.00	.00	.00	.00	120.00	.00	.00	110.71
11190	MC FARLAND, MEGAN E.	100.00	.00	.00	.00	.00	.00	100.00	.00	.00	92.35
11184	MCKINNEY, MATTHEW L.	100.00	.00	.00	.00	.00	.00	100.00	.00	.00	92.26
11185	WELCH, LOGAN A.	100.00	.00	.00	.00	.00	.00	100.00	.00	.00	92.26
Total CITY COUNCIL:											
		5	520.00	.00	.00	.00	.00	520.00	.00	92.26	387.58
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	6,294.38	80.00	.00	.00	.00	.00	615.38	175.00	.00	3,338.22
60003	SMITH, ELIZABETH A.	2,283.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,555.61
Total CITY MANAGER:											
		5	17,994.60	400.00	.00	.00	.00	615.38	300.00	.00	11,136.84
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	2,085.91
61164	BONJOUR, KARYL K.	2,335.23	80.00	.00	.00	.00	.00	.00	.00	.00	1,549.36
61238	HAGLUND, DENISE D.	1,733.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,205.10
61243	HESLEY, EMILY M.	1,894.39	80.00	.00	.00	.00	.00	.00	.00	.00	1,269.49
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.	2,095.23	80.00	.00	.00	.00	.00	.00	.00	.00	1,466.55
30329	WOLFGRAM, DOREEN A.	3,244.00	80.00	.00	.00	.00	.00	.00	.00	.00	2,307.84
Total FINANCE OFFICE:											
		7	15,125.64	560.00	.00	.00	.00	.00	.00	.00	10,323.77
41502	CAMPBELL, AARON M.	60.00	.00	.00	.00	.00	.00	60.00	.00	.00	55.41
41215	CASEY, DANA R	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	34.46
40857	DOOLITTLE, KENDALL J.	80.00	.00	.00	.00	.00	.00	80.00	.00	68.91	.00
41263	ESTLUND, JEROMY J.	2,591.68	112.00	.00	.00	.00	.00	.00	.00	.00	1,884.84
41038	FERGUSON, WILLIAM M.	20.00	.00	.00	.00	.00	.00	20.00	.00	18.47	.00
41300	FOX, JEFFREY A.	313.50	14.50	.00	.00	.00	.00	96.00	.00	.00	260.83
41530	HANSON, CONNER	80.00	.00	.00	.00	.00	.00	80.00	.00	73.88	.00
40971	HAYES, BRANDON W.	2,687.56	115.00	.00	.00	.00	.00	.00	.00	.00	1,955.82
41445	HAYES, HARRISON W.	456.00	24.00	.00	.00	.00	.00	96.00	.00	392.80	.00
41441	HAYES, HUNTER W.	532.50	25.50	.00	.00	.00	.00	150.00	.00	491.76	.00
40031	HOLST, RONALD W	80.00	.00	.00	.00	.00	.00	80.00	.00	68.91	.00
41192	JESSEN, PHILLIP N.	180.00	.00	.00	.00	.00	.00	180.00	.00	135.05	.00
41541	KUMM, MAXWELL J.	140.00	.00	.00	.00	.00	.00	140.00	.00	.00	129.29
41200	MADSEN, TODD M	132.00	.00	.00	.00	.00	.00	132.00	.00	.00	113.71
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.	60.00	.00	.00	.00	.00	.00	60.00	.00	.00	55.41
41400	STANSFIELD, CHARLES T.	3,208.00	80.00	.00	.00	.00	.00	.00	.00	.00	2,284.07
41029	STEWART, EARL L	80.00	.00	.00	.00	.00	.00	80.00	.00	.00	73.88
41088	TOLLE, PAUL A.	132.00	.00	.00	.00	.00	.00	132.00	.00	113.71	.00
41540	WAGNER, JORDAN J.	160.00	.00	.00	.00	.00	.00	160.00	.00	.00	147.76
41216	WEINSCHENK, KENRIC J	110.00	.00	.00	.00	.00	.00	110.00	.00	.00	101.58



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
41213	WILLIAMS, ZACHARY W.	110.00	.00	.00	.00	.00	.00	110.00	.00	.00	94.75
40815	WILLS, DON H.	132.00	.00	.00	.00	.00	.00	132.00	.00	121.91	.00
41340	YOUNGDALE, COLE C.	80.00	.00	.00	.00	.00	.00	80.00	.00	73.88	.00
41270	ZEHNER, DONALD F.	110.00	.00	.00	.00	.00	.00	110.00	.00	.00	101.58
Total FIRE DEPARTMENT:											
26		14,252.52	483.00	.00	.00	.00	.00	2,208.00	.00	1,559.28	8,948.61
61240	WINTER, KIRBY L.	4,089.60	80.00	.00	.00	.00	.00	.00	20.00	.00	2,861.49
Total INFORMATION SYSTEMS:											
1		4,089.60	80.00	.00	.00	.00	.00	.00	20.00	.00	2,861.49
61257	BINDERT, NICHOLAS J.	2,080.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,554.65
Total INSPECTION:											
1		2,080.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,554.65
31210	BARNES, DERRICK S.	4,789.91	107.00	.00	1,609.88	.00	.00	.00	.00	.00	3,267.45
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.	4,214.86	83.00	.00	224.46	.00	.00	.00	.00	.00	2,891.81
31230	MC COLLOUGH, DOUGLAS J.	4,848.80	104.00	.00	1,504.80	.00	.00	.00	.00	.00	3,237.55
31184	MOURTON, RUSSELL E.	3,435.25	81.00	.00	63.23	.00	.00	.00	.00	.00	1,998.33
31240	NEWMAN, BRADY N.	2,389.61	80.00	.00	.00	.00	.00	.00	.00	.00	1,756.64
31186	ORTON, RYAN D.	5,871.54	113.00	.00	2,244.34	.00	.00	.00	.00	.00	3,893.46
30918	PARKHILL, MARTY E.	3,778.99	82.00	.00	136.59	.00	.00	.00	.00	.00	2,618.14
Total LINE DEPARTMENT:											
9		36,043.36	810.00	.00	5,783.30	.00	.00	.00	.00	.00	24,202.33
30976	MADSEN, TODD M.	1,846.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,354.57
31188	PASCHKE, RODNEY A.	1,780.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,200.27
Total METER DEPARTMENT:											
2		3,627.20	160.00	.00	.00	.00	.00	.00	.00	.00	2,554.84
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	.00	1,888.05
41169	CLARK, TERRI L.	2,148.00	100.00	.00	458.40	.00	152.80	.00	.00	.00	1,603.90
41480	DILLEY, JEAN M.	1,625.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,098.88
41543	GAFKJEN, MADISON N.	802.21	42.00	.00	.00	.00	.00	.00	.00	.00	679.06
41390	NOWELL, TANNER J.	3,628.72	114.00	.00	1,412.71	.00	.00	.00	.00	.00	2,442.17
41542	RICH, RHONDA R.	217.39	.00	.00	.00	.00	.00	.00	.00	.00	217.39
41475	RUSH, DEBORAH G.	2,760.00	104.00	.00	849.60	.00	.00	.00	.00	.00	1,858.05
41510	WHITEHILL, AUDRIANA G.	2,116.72	96.00	.00	485.52	.00	.00	.00	.00	.00	1,459.60
Total POLICE DEPARTMENT-D:											
7		13,298.64	536.00	.00	3,206.23	.00	152.80	.00	.00	.00	9,359.05
41430	BASINGER, RYAN A.	2,637.04	84.00	.00	.00	.00	.00	.00	.00	.00	1,918.46
41535	HOLCOMBE, IAN J.	2,355.36	84.00	.00	.00	.00	.00	.00	.00	.00	1,623.69
41191	HOUGE, CLINTON J.	3,770.72	110.00	570.96	.00	.00	.00	.00	.00	.00	2,627.47

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-01 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-01 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-01 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt
41453	LEHMAN, MICHEAL L.	3,414.99	102.00	823.23	.00	.00	.00	.00	.00	.00	2,467.69
41230	MCKINLEY, ERIC K.	2,886.28	84.00	.00	.00	.00	.00	.00	.00	.00	2,139.05
41110	MORK, SHILOH B.	3,637.61	80.00	.00	.00	.00	.00	.00	.00	.00	2,443.77
41471	MOURLAM, DALTON G.	2,497.68	84.00	.00	.00	.00	.00	.00	.00	.00	1,779.18
41225	PRITCHARD, BRANDON D.	2,836.28	98.00	.00	.00	.00	.00	.00	.00	.00	2,008.99
41426	ROSE, DYLAN M.	2,593.55	84.00	.00	.00	.00	.00	.00	.00	.00	1,729.05
41450	THUMMA, STEVEN L.	2,892.51	91.00	320.15	.00	.00	.00	.00	.00	.00	1,795.88
41495	WATKINS, MARK D.	2,646.12	84.00	.00	.00	.00	.00	.00	.00	.00	1,963.91
Total POLICE DEPARTMENT-O:											
		11	32,168.14	985.00	1,714.34	.00	.00	.00	.00	.00	22,497.14
81291	ASKLUND, ANTHONY T.	558.25	38.50	.00	.00	.00	.00	.00	.00	.00	480.44
81672	CRYSTAL, EVERETT T.	1,080.00	80.00	.00	.00	.00	.00	.00	.00	.00	929.45
81713	FOLEY, PATRICK R.	691.88	51.25	.00	.00	.00	.00	.00	.00	.00	578.86
81712	GARVEY, ROGER A.	715.50	53.00	.00	.00	.00	.00	.00	.00	.00	601.99
81775	HENELY, BRAYDEN J.	812.50	62.50	.00	.00	.00	.00	.00	.00	.00	661.36
70981	MCFARLAND, CHARLES DANIEL	1,720.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,166.90
81776	MEYERS, STEVEN R.	968.50	74.50	.00	.00	.00	.00	.00	.00	.00	779.00
81617	OLSON, NICHOLAS L.	486.00	36.00	.00	.00	.00	.00	.00	.00	418.25	.00
51195	RODEN, JACOB J.	1,998.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,381.68
Total PUBLIC GROUNDS:											
		9	9,031.03	555.75	.00	.00	.00	.00	.00	418.25	6,579.68
61255	DRUBE, DERRICK DANIEL	2,038.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,454.34
81745	KEANE, ROSS M.	915.01	61.00	.00	.00	.00	.00	.00	.00	.00	793.78
Total PUBLIC WORKS:											
		2	2,953.41	141.00	.00	.00	.00	.00	.00	.00	2,248.12
81763	BAHRENFUSS, BREANNA LEE	45.00	4.00	.00	.00	.00	.00	.00	.00	.00	41.56
81716	BAILEY, CLAIRE M.	168.44	13.75	.00	.00	.00	.00	.00	.00	.00	155.56
81685	BAILEY, ERIN S.	112.50	10.00	.00	.00	.00	.00	.00	.00	.00	103.89
81767	BAILEY, JESSICA RUTH	173.25	10.50	.00	.00	.00	.00	.00	.00	.00	160.00
81750	BEAULIEU, ADDYSON JOY	39.81	3.25	.00	.00	.00	.00	.00	.00	36.76	.00
81653	BINDER, MEREDITH K.	450.50	33.00	.00	.00	.00	.00	.00	.00	.00	387.70
81726	BINDER, RILEY K.	194.00	16.00	.00	.00	.00	.00	.00	.00	.00	179.16
81756	CALLAHAN, SPENCER AARON	196.00	16.00	.00	.00	.00	.00	.00	.00	.00	181.01
81743	DINSDALE, SOPHIE J.	123.06	10.00	.00	.00	.00	.00	.00	.00	.00	113.65
81746	GALLENLINE, OLIVIA M.	58.25	5.00	.00	.00	.00	.00	.00	.00	53.80	.00
70107	GLASCOCK, MARK A.	2,389.66	94.00	.00	496.86	.00	.00	.00	.00	.00	1,590.04
81774	GRAMBLIN, ELIZABETH A.	120.00	10.00	.00	.00	.00	.00	.00	.00	.00	110.82
81772	HANSEN, MIA A.	39.81	3.25	.00	.00	.00	.00	.00	.00	36.76	.00
81753	HEDEEN, MARISSA KAY	101.25	9.00	.00	.00	.00	.00	.00	.00	.00	88.50
81727	HENDERSON, BRYAR J.	84.38	7.50	.00	.00	.00	.00	.00	.00	.00	77.93
81667	LAMB, MITCHELL S.	208.00	16.00	.00	.00	.00	.00	.00	.00	.00	179.00
81717	LASOURD, RILEY GENE	165.38	13.50	.00	.00	.00	.00	.00	.00	152.73	.00
70975	LESHER, BREANNE M.	3,011.20	80.00	.00	.00	.00	.00	.00	.00	.00	2,062.25
81651	LINDSTROM, SARAH J.	140.88	11.50	.00	.00	.00	.00	.00	.00	.00	121.25
81673	MCKEE, BRONWYN E.	379.88	26.50	.00	.00	.00	.00	.00	.00	.00	350.82
81585	MITCHELL, MCKENNA K.	304.75	23.50	.00	.00	.00	.00	.00	.00	281.44	.00
81752	MOORE, KENNEDY AIANE	39.38	3.50	.00	.00	.00	.00	.00	.00	.00	31.37
81689	NELSEN, DENISE L.	891.24	51.25	.00	.00	.00	.00	.00	.00	.00	726.40
81769	NOHRENBURG, COLE ALLEN	49.00	4.00	.00	.00	.00	.00	.00	.00	.00	45.25
81686	O'HEARN, ELLENOR A.	39.38	3.50	.00	.00	.00	.00	.00	.00	.00	36.37

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
81754	ORTON, ADDILYN LASHAE	28.13	2.50	.00	.00	.00	.00	.00	.00	.00	20.98
81742	OUIVERSON, ERIN A.	45.00	4.00	.00	.00	.00	.00	.00	.00	.00	41.56
81744	PECK, EMMA G.	43.50	3.00	.00	.00	.00	.00	.00	.00	.00	40.17
81748	PETERSON, AVA	55.13	4.50	.00	.00	.00	.00	.00	.00	.00	50.91
81771	PETERSON, ELLIE	153.13	12.50	.00	.00	.00	.00	.00	.00	.00	141.42
31195	PETERSON, RICK E.	2,125.32	86.00	.00	214.92	.00	.00	.00	.00	.00	1,504.07
81665	PRUISMANN, LINDA A.	591.26	34.00	.00	.00	.00	.00	.00	.00	.00	472.63
81719	SCHULTZ, CAMDEN J.	24.50	2.00	.00	.00	.00	.00	.00	.00	.00	22.62
81747	STANLEY, KAMEY	159.25	13.00	.00	.00	.00	.00	.00	.00	.00	147.07
81718	THONGSOUK, TAHSAIYA W.	147.00	12.00	.00	.00	.00	.00	.00	.00	.00	135.76
Total RECREATION:		35	12,897.22	652.00	.00	711.78	.00	.00	.00	561.49	9,319.72
51187	BAHRENFUSS, BRANDON D.	3,016.32	81.00	.00	55.52	.00	.00	.00	.00	.00	2,115.17
51210	DANIELS, JACOB S.	2,040.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,424.06
51178	DOOLITTLE, DAN L	990.00	45.00	.00	.00	.00	.00	.00	.00	.00	798.14
51225	JONDAL, KOOPER M.	2,135.63	82.50	.00	95.63	.00	.00	.00	.00	.00	1,583.53
51220	KLIEGL, SHAWN A.	1,915.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,366.34
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.	2,292.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,628.24
Total STREET DEPARTMENT:		9	19,081.15	688.50	.00	151.15	.00	.00	.00	.00	13,583.23
30772	DINGMAN, CHAD M.	2,680.80	80.00	.00	.00	.00	.00	.00	.00	.00	2,016.78
30977	JACKSON, JEFFREY S.	2,288.88	88.00	.00	.00	.00	.00	.00	.00	.00	1,601.34
31179	WEST, JOHN A.	2,220.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,683.62
Total WASTEWATER:		3	7,189.68	248.00	.00	.00	.00	.00	.00	.00	5,301.74
31189	CHAMBERS, TODD A.	2,792.79	90.00	.00	92.07	.00	.00	.00	.00	.00	1,852.01
31220	FARWELL, GREGORY A.	2,594.63	84.00	.00	181.02	.00	.00	.00	.00	.00	1,831.60
31215	KNOWLES, NICHOLAS A.	3,616.00	80.00	.00	.00	.00	.00	.00	.00	.00	2,398.62
31245	NELSON, BENJAMIN J.	2,327.41	82.50	.00	104.21	.00	.00	.00	.00	.00	1,667.59
31225	PARKER, LOGAN M.	2,267.72	89.00	.00	.00	.00	.00	.00	.00	.00	1,550.43
Total WATER PLANT:		5	13,598.55	425.50	.00	377.30	.00	.00	.00	.00	9,300.25
Grand Totals:		139	209,579.54	6,964.75	1,714.34	10,229.76	.00	152.80	3,343.38	320.00	144,133.00

**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 \$-183,834.90 presented herewith, hereby approve said bills, and the City Clerk is hereby authorized to issue warrants in payment of the same.

Passed and adopted this 5<sup>th</sup> day of September, 2023.

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John Hawkins, Mayor

ATTEST:

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Karyl K. Bonjour, City Clerk

**FUND LIST TOTALS FOR BILLS    September 5, 2023**

<u>Account</u>	<u>Fund</u>	<u>Total Amount</u>
100	General	192,825.69
204	Road Use Tax Funds	4,011.18
205	Airport Fund	26,868.01
228	Low/Moderate Income Revolving	775.00
260	SSNID	65.00
300	Debt Service	9,154.30
536	Second Street Reconstruction Project	41,755.01
601	Electric Utility	-663,089.98
602	Water Utility	103,354.53
603	Sewer Fund	98,383.86
902	Medical/Flex	2,062.50
	Grand Total	-183,834.90

The negative total amount reflected in the Bills presented to be approved and the Fund List is due to a duplicate payment entry made to North Iowa Municipal Electric (NIMECA) for purchased power. The total amount of expenses were less than the adjusted amount, thus creating a negative balance on the fund list and Accounts Payable Invoice Register to be approved at the Regular City Council Meeting on September 5<sup>th</sup>, 2023.

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>NORTH IOWA MUNICIPAL ELECTRIC (705)</b>							
100722	2	Adjustmen	PURCHASED POWER - SEPTEMBER 2022	10/07/2022	736,409.39-	04/23	601-23-50-5555-233
Total 100722:					736,409.39-		
Total NORTH IOWA MUNICIPAL ELECTRIC (705):					736,409.39-		
Total 10/11/2022:					736,409.39-		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>RICKLEFS, KEITH (7724)</b>							
042823	2	Adjustmen	CUSTOMER DEPOSIT REFUND	04/28/2023	90.00-	11/23	601-21011
Total 042823:					90.00-		
Total RICKLEFS, KEITH (7724):					90.00-		
Total 05/15/2023:					90.00-		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>RIVERA, TERESA (7794)</b>							
082523	1	Invoice	OVERPAYMENT FOR VEHICLE UNLOCK	08/25/2023	5.00	02/24	100-16-21-4110-657
Total 082523:					5.00		
Total RIVERA, TERESA (7794):					5.00		
<b>WATERLOO TENT &amp; TARP CO. (2739)</b>							
98441	1	Invoice	PERMABRELLA CANOPY FOR OD POOL	08/08/2023	1,945.00	02/24	100-22-42-5242-310
Total 98441:					1,945.00		
Total WATERLOO TENT & TARP CO. (2739):					1,945.00		
Total 08/25/2023:					1,950.00		



Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>UNIVERSITY OF IOWA SURPLUS, IA (7802)</b>							
389-0830231	1	Invoice	2016 CHEVROLET COLORADO VIN#353756	08/30/2023	9,475.00	02/24	601-41-80-5935-510
389-0830231	2	Invoice	2016 CHEVROLET COLORADO VIN#353756	08/30/2023	9,475.00	02/24	602-41-80-5935-510
Total 389-0830231915-12714:					18,950.00		
Total UNIVERSITY OF IOWA SURPLUS, IA (7802):					18,950.00		
Total 08/31/2023:					18,950.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>AGSOURCE (4458)</b>							
PS-INV2884	1	Invoice	OD POOL WATER TESTING	08/22/2023	27.50	02/24	100-22-42-5242-299
Total PS-INV288473:					27.50		
Total AGSOURCE (4458):					27.50		
<b>AHLERS &amp; COONEY, P.C. (22)</b>							
849894	1	Invoice	INDUSTRIAL TREATMENT AGREEMENTS - W	08/22/2023	1,215.00	02/24	603-23-70-5652-860
Total 849894:					1,215.00		
850320	1	Invoice	WWTP - EMINENT DOMAIN	08/23/2023	2,236.00	02/24	603-23-70-5652-860
Total 850320:					2,236.00		
850904	1	Invoice	LEGAL SERVICES - LABOR RELATIONS	08/24/2023	33.74	02/24	100-24-13-5460-212
850904	2	Invoice	LEGAL SERVICES - LABOR RELATIONS	08/24/2023	94.50	02/24	601-24-13-5460-212
850904	3	Invoice	LEGAL SERVICES - LABOR RELATIONS	08/24/2023	21.38	02/24	602-24-13-5460-212
850904	4	Invoice	LEGAL SERVICES - LABOR RELATIONS	08/24/2023	21.38	02/24	603-24-13-5460-212
Total 850904:					171.00		
Total AHLERS & COONEY, P.C. (22):					3,622.00		
<b>ARNOLD MOTOR SUPPLY (68)</b>							
26NV090826	1	Invoice	KUBOTA HYDRO OIL	08/18/2023	85.39	02/24	100-22-42-5210-315
Total 26NV090826:					85.39		
26NV090859	1	Invoice	WINDSHIELD WASHER FLUID	08/21/2023	16.98	02/24	601-23-52-5935-315
Total 26NV090859:					16.98		
26NV091097	1	Invoice	PARTS FOR REPAIR PUMP E34	08/24/2023	19.28	02/24	100-21-22-5140-227
Total 26NV091097:					19.28		
26NV091149	1	Invoice	YELLOW/WHITE PAINT MARKER	08/25/2023	9.58	02/24	100-23-42-5371-318
26NV091149	2	Invoice	4-OIL FILTER/SERVICE GUAGE	08/25/2023	67.57	02/24	100-23-42-5371-314
26NV091149	3	Invoice	TUNE UP GREASE/12-10W40 OIL	08/25/2023	97.37	02/24	100-23-42-5371-315
Total 26NV091149:					174.52		
Total ARNOLD MOTOR SUPPLY (68):					296.17		
<b>AVAILA BANK (6318)</b>							
090123	1	Invoice	FULLER HALL PRINCIPAL PYMT	09/01/2023	5,453.42	03/24	300-22-98-5295-910
090123	2	Invoice	FULLER HALL INTEREST PYMT	09/01/2023	3,700.88	03/24	300-22-98-5295-911
Total 090123:					9,154.30		
Total AVAILA BANK (6318):					9,154.30		
<b>AW.some MOWING (7289)</b>							
000835	1	Invoice	NUISANCE MOWING - 721 DES MOINES & 62	08/28/2023	100.00	02/24	228-23-36-5391-299

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 000835:					100.00		
Total AW.some MOWING (7289):					100.00		
<b>BAHRENFUSS, SHERYL (7795)</b>							
082523	2	Invoice	CORN BELT ENERGY STAR REBATE	08/25/2023	50.00	03/24	601-23-53-5930-979
Total 082523:					50.00		
Total BAHRENFUSS, SHERYL (7795):					50.00		
<b>BANNER, SHERRI (7799)</b>							
083023	1	Invoice	CUSTOMER DEPOSIT REFUND	08/30/2023	165.96	02/24	601-21011
Total 083023:					165.96		
Total BANNER, SHERRI (7799):					165.96		
<b>BLACK HILLS ENERGY (3466)</b>							
2074931097	1	Invoice	GAS UTILITY/CEMETERY	08/22/2023	36.21	02/24	100-23-42-5371-234
Total 2074931097 08/22/23:					36.21		
4752063290	1	Invoice	GAS UTILITY/DEPOT	08/16/2023	35.26	02/24	100-22-42-5221-234
Total 4752063290 08/16/23:					35.26		
5470636360	1	Invoice	GAS UTILITY/FULLER HALL	08/16/2023	35.68	02/24	100-22-42-5233-234
Total 5470636360 08/16/23:					35.68		
5542531803	1	Invoice	GAS UTILITY/FIRE STATION	08/16/2023	35.26	02/24	100-21-22-5140-234
Total 5542531803 08/16/23:					35.26		
6886529163	1	Invoice	GAS UTILITY/OD POOL	08/23/2023	1,414.19	02/24	100-22-42-5242-234
Total 6886529163 08/23/23:					1,414.19		
7824805624	1	Invoice	GAS UTILITY/WWTP	08/23/2023	761.36	02/24	603-23-70-5642-234
Total 7824805624 08/23/23:					761.36		
8081102404	1	Invoice	GAS UTILITY/SENIOR CENTER	08/16/2023	62.30	02/24	100-22-42-5280-234
Total 8081102404 08/16/23:					62.30		
9634407409	1	Invoice	GAS UTILITY/STREET DEPT	08/23/2023	75.99	02/24	204-23-30-5310-234
Total 9634407409 08/23/23:					75.99		
Total BLACK HILLS ENERGY (3466):					2,456.25		
<b>BOMGAARS (5165)</b>							
62023973	1	Invoice	BALL MOUNT FOR B37	07/22/2023	36.99	02/24	100-21-22-5140-227

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 62023973:					36.99		
62033137	1	Invoice	TAPE MEASURE/BOLTS- SIGN WORK	08/15/2023	35.48	02/24	100-21-30-5120-318
62033137	2	Invoice	CAULK GUN-WATER DIST.	08/15/2023	18.99	02/24	602-23-62-5662-318
Total 62033137:					54.47		
62033815	1	Invoice	FARM JACK - SIGN WORK	08/17/2023	84.99	02/24	100-21-30-5120-318
Total 62033815:					84.99		
62033834	1	Invoice	REPAIR HOOKS FOR FLAG POLE	08/17/2023	4.05	02/24	100-24-36-5480-318
62033834	2	Invoice	REPAIR HOOKS FOR FLAG POLE	08/17/2023	2.90	02/24	601-23-36-5480-318
62033834	3	Invoice	REPAIR HOOKS FOR FLAG POLE	08/17/2023	2.32	02/24	602-23-36-5480-318
62033834	4	Invoice	REPAIR HOOKS FOR FLAG POLE	08/17/2023	2.31	02/24	603-23-36-5480-318
Total 62033834:					11.58		
62034213	1	Invoice	PUMP UP SPRAYER - CONCRETE WORK	08/18/2023	17.24	02/24	204-23-30-5330-318
62034213	2	Invoice	PUMP UP SPRAYER - CONCRETE WORK	08/18/2023	5.25	02/24	602-23-62-5662-318
62034213	3	Invoice	PUMP UP SPRAYER - CONCRETE WORK	08/18/2023	2.50	02/24	603-23-71-5662-318
Total 62034213:					24.99		
62035372	1	Invoice	BLADE/BOLTS- SIGN WORK	08/21/2023	23.85	02/24	100-21-30-5120-318
62035372	2	Invoice	WASP/HORNET KILLER- ST SHOP	08/21/2023	8.00	02/24	204-23-30-5310-318
Total 62035372:					31.85		
62035395	1	Invoice	RETURN FARM JACK - SIGN WORK	08/21/2023	84.99	02/24	100-21-30-5120-318
Total 62035395:					84.99		
62035647	1	Invoice	LINK FOR FULLER HALL SWIMMING POOL	08/22/2023	35.96	02/24	100-22-42-5242-318
Total 62035647:					35.96		
62035995	1	Invoice	GALVANIZED WIRE, SNAP KIT-CORNBELT JE	08/23/2023	20.27	02/24	601-23-51-5566-318
Total 62035995:					20.27		
62036627	1	Invoice	9 MM AMMO/TRAINING - OFFICER 685	08/24/2023	77.99	02/24	100-21-21-5110-231
Total 62036627:					77.99		
62037837	1	Invoice	CHAINSAW SHARPNER	08/28/2023	79.99	02/24	100-23-42-5371-311
62037837	2	Invoice	CHAINSAW SHARPNER	08/28/2023	80.00	02/24	100-22-42-5210-311
62037837	3	Invoice	BAR AND CHAIN OIL	08/28/2023	18.99	02/24	100-22-42-5210-315
62037837	4	Invoice	MOUSE TRAPS	08/28/2023	10.96	02/24	100-23-42-5371-318
Total 62037837:					189.94		
62037853	1	Invoice	PARTS FOR VEHICLE 007	08/28/2023	98.82	02/24	204-23-30-5310-314
Total 62037853:					98.82		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total BOMGAARS (5165):					582.86		
<b>BORDER STATES INDUSTRIES INC (109)</b>							
926830946	1	Invoice	CABLE CUTTER - SHOP TOOL	08/16/2023	118.40	02/24	601-23-52-5588-311
Total 926830946:					118.40		
Total BORDER STATES INDUSTRIES INC (109):					118.40		
<b>CAPITAL SANITARY SUPPLY (6096)</b>							
C372611A	1	Invoice	CLEANING SUPPLIES-FULLER HALL	08/16/2023	48.53	02/24	100-22-42-5233-318
Total C372611A:					48.53		
C372611B	1	Invoice	CLEANING SUPPLIES-FULLER HALL	08/23/2023	64.27	02/24	100-22-42-5233-318
Total C372611B:					64.27		
C373235	1	Invoice	CLEANING SUPPLIES-FULLER HALL	08/23/2023	186.84	02/24	100-22-42-5233-318
Total C373235:					186.84		
Total CAPITAL SANITARY SUPPLY (6096):					299.64		
<b>CARRICO AQUATIC RESOURCES (6820)</b>							
20235285	1	Invoice	INDOOR POOL CHEMICALS	08/16/2023	779.50	02/24	100-22-42-5233-318
Total 20235285:					779.50		
20235537	1	Invoice	RED/WHITE ROPE- INDOOR POOL	08/19/2023	301.95	02/24	100-22-42-5233-318
Total 20235537:					301.95		
Total CARRICO AQUATIC RESOURCES (6820):					1,081.45		
<b>CENTRAL IOWA FARM STORE (7129)</b>							
17828M	1	Invoice	LAND PRIDE ROAD GRADER	08/17/2023	206.68	02/24	100-22-42-5210-314
17828M	2	Invoice	LAND PRIDE ROAD GRADER	08/17/2023	206.68	02/24	100-23-42-5371-314
Total 17828M:					413.36		
17832M	1	Invoice	AUX HY VALVE FOR KUBOTA MOWER	08/17/2023	528.00	02/24	100-22-42-5210-314
Total 17832M:					528.00		
Total CENTRAL IOWA FARM STORE (7129):					941.36		
<b>CHIZEK LAW OFFICE (5715)</b>							
082423	1	Invoice	CITY ATTORNEY FEES	08/24/2023	1,300.00	02/24	100-24-13-5460-212
082423	2	Invoice	CITY ATTORNEY FEES	08/24/2023	3,575.00	02/24	601-24-13-5460-212
082423	3	Invoice	CITY ATTORNEY FEES	08/24/2023	812.50	02/24	602-24-13-5460-212
082423	4	Invoice	CITY ATTORNEY FEES	08/24/2023	812.50	02/24	603-24-13-5460-212
Total 082423:					6,500.00		
Total CHIZEK LAW OFFICE (5715):					6,500.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>CITY OF WEBSTER CITY (176)</b>							
082523	1	Invoice	CITY UTILITIES	08/25/2023	726.67	02/24	100-24-36-5480-233
082523	2	Invoice	CITY UTILITIES	08/25/2023	519.05	02/24	601-23-36-5480-233
082523	3	Invoice	CITY UTILITIES	08/25/2023	415.24	02/24	602-23-36-5480-233
082523	4	Invoice	CITY UTILITIES	08/25/2023	415.24	02/24	603-23-36-5480-233
082523	5	Invoice	CITY UTILITIES	08/25/2023	1,323.08	02/24	100-21-22-5140-233
082523	6	Invoice	CITY UTILITIES	08/25/2023	1,378.75	02/24	204-23-30-5310-233
082523	7	Invoice	CITY UTILITIES	08/25/2023	633.66	02/24	100-21-30-5120-233
082523	8	Invoice	CITY UTILITIES	08/25/2023	269.54	02/24	602-23-62-5662-233
082523	9	Invoice	CITY UTILITIES	08/25/2023	563.18	02/24	603-23-71-5662-233
082523	10	Invoice	CITY UTILITIES	08/25/2023	24,195.72	02/24	603-23-70-5642-233
082523	11	Invoice	CITY UTILITIES	08/25/2023	10,263.01	02/24	100-21-30-5160-233
082523	12	Invoice	CITY UTILITIES	08/25/2023	713.46	02/24	100-22-42-5221-233
082523	13	Invoice	CITY UTILITIES	08/25/2023	469.35	02/24	100-22-42-5210-233
082523	14	Invoice	CITY UTILITIES	08/25/2023	40.81	02/24	100-22-42-5210-233
082523	15	Invoice	CITY UTILITIES	08/25/2023	750.85	02/24	100-22-42-5222-233
082523	16	Invoice	CITY UTILITIES	08/25/2023	4,443.92	02/24	100-22-42-5233-233
082523	17	Invoice	CITY UTILITIES	08/25/2023	577.84	02/24	100-23-42-5371-233
082523	18	Invoice	CITY UTILITIES	08/25/2023	16,108.09	02/24	602-23-60-5601-233
082523	19	Invoice	CITY UTILITIES	08/25/2023	193.31	02/24	601-23-51-5566-233
082523	20	Invoice	CITY UTILITIES	08/25/2023	193.31	02/24	601-23-52-5588-233
082523	21	Invoice	CITY UTILITIES	08/25/2023	193.31	02/24	601-23-52-5586-233
082523	22	Invoice	CITY UTILITIES	08/25/2023	5,342.24	02/24	100-22-42-5242-233
082523	23	Invoice	CITY UTILITIES	08/25/2023	3,742.59	02/24	602-23-61-5642-233
082523	24	Invoice	CITY UTILITIES	08/25/2023	148.50	02/24	100-23-43-5361-233
082523	25	Invoice	CITY UTILITIES	08/25/2023	1,057.31	02/24	100-22-42-5280-233
082523	26	Invoice	CITY UTILITIES	08/25/2023	451.53	02/24	100-21-22-5140-233
Total 082523:					75,129.56		
Total CITY OF WEBSTER CITY (176):					75,129.56		
<b>COMBINED SYSTEMS TECH, INC. (4548)</b>							
161093	1	Invoice	SONIC WALL SUPPORT	08/25/2023	20.25	02/24	100-24-16-5420-212
161093	2	Invoice	SONIC WALL SUPPORT	08/25/2023	74.25	02/24	601-24-16-5923-212
161093	3	Invoice	SONIC WALL SUPPORT	08/25/2023	20.25	02/24	602-24-16-5923-212
161093	4	Invoice	SONIC WALL SUPPORT	08/25/2023	20.25	02/24	603-24-16-5923-212
Total 161093:					135.00		
Total COMBINED SYSTEMS TECH, INC. (4548):					135.00		
<b>COMPUTER INFORMATION SYSTEMS, INC. (6391)</b>							
238173	1	Invoice	ANNUAL LICENSE RENEWAL, MAINTENANC	09/01/2023	16,265.70	03/24	100-21-21-5110-299
Total 238173:					16,265.70		
Total COMPUTER INFORMATION SYSTEMS, INC. (6391):					16,265.70		
<b>COUNSEL (3995)</b>							
24AR105561	1	Invoice	PRINTER CONTRACT - WWTP	08/18/2023	25.49	02/24	603-23-70-5931-225
Total 24AR105561:					25.49		
24AR106308	1	Invoice	PRINTER CONTRACT - FULLER HALL	08/22/2023	135.02	02/24	100-22-42-5233-299
Total 24AR106308:					135.02		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
24AR106774	1	Invoice	PRINTER CONTRACT - IT	08/23/2023	4.11	02/24	100-24-16-5420-299
24AR106774	2	Invoice	PRINTER CONTRACT - IT	08/23/2023	15.07	02/24	601-24-16-5935-299
24AR106774	3	Invoice	PRINTER CONTRACT - IT	08/23/2023	4.11	02/24	603-24-16-5935-299
24AR106774	4	Invoice	PRINTER CONTRACT - IT	08/23/2023	4.11	02/24	602-24-16-5935-299
Total 24AR1067742:					27.40		
Total COUNSEL (3995):					187.91		
<b>D.A. DAVIDSON &amp; COMPANY (7520)</b>							
23264	1	Invoice	FY23 CONTINUING DISCLOSURE-GO BOND	06/27/2023	500.00	02/24	100-24-14-5435-212
23264	2	Invoice	FY23 CONTINUING DISCLOSURE-ELECTRIC	06/27/2023	250.00	02/24	601-23-80-5923-212
23264	3	Invoice	FY23 CONTINUING DISCLOSURE-WTR RE	06/27/2023	250.00	02/24	602-23-80-5923-212
Total 23264:					1,000.00		
Total D.A. DAVIDSON & COMPANY (7520):					1,000.00		
<b>DAILY FREEMAN JOURNAL, INC. (211)</b>							
L09070 - 08/	1	Invoice	LEGAL PUBLICATION - BUDGET AMENDMEN	08/09/2023	159.60	02/24	100-24-14-5435-210
Total L09070 - 08/09/23:					159.60		
Total DAILY FREEMAN JOURNAL, INC. (211):					159.60		
<b>DAKOTA SUPPLY GROUP (3498)</b>							
S102991041.	1	Invoice	MADSEN & BANK ST - WATER DIST	08/15/2023	1,216.04	02/24	602-23-62-5662-318
Total S102991041.001:					1,216.04		
S102995397.	1	Invoice	MADSEN & BANK ST - WATER DIST	08/16/2023	53.00	02/24	602-23-62-5662-318
Total S102995397.001:					53.00		
Total DAKOTA SUPPLY GROUP (3498):					1,269.04		
<b>DELL MARKETING L.P. (221)</b>							
1069258924	1	Invoice	REPLACEMENT PC FOR D. DRUBE	08/17/2023	191.77	02/24	100-24-16-5420-317
1069258924	2	Invoice	REPLACEMENT PC FOR D. DRUBE	08/17/2023	703.15	02/24	601-24-16-5921-317
1069258924	3	Invoice	REPLACEMENT PC FOR D. DRUBE	08/17/2023	191.77	02/24	602-24-16-5921-317
1069258924	4	Invoice	REPLACEMENT PC FOR D. DRUBE	08/17/2023	191.77	02/24	603-24-16-5921-317
Total 10692589247:					1,278.46		
Total DELL MARKETING L.P. (221):					1,278.46		
<b>DES MOINES STAMP MANUFACTURING (228)</b>							
1221940	1	Invoice	SELF INKING STAMP	08/15/2023	33.50	02/24	100-21-21-5110-316
Total 1221940:					33.50		
Total DES MOINES STAMP MANUFACTURING (228):					33.50		
<b>DGR ENGINEERING (5967)</b>							
00262115	1	Invoice	ENG - SUPPLY COST & RATE WORK	08/14/2023	72.05	02/24	601-23-36-5923-212
00262115	2	Invoice	ENG - SUPPLY COST & RATE WORK	08/14/2023	129.69	02/24	601-23-51-5566-212
00262115	3	Invoice	ENG - SUPPLY COST & RATE WORK	08/14/2023	864.60	02/24	601-23-52-5923-212
00262115	4	Invoice	ENG - SUPPLY COST & RATE WORK	08/14/2023	259.38	02/24	601-23-80-5905-212

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
00262115	5	Invoice	ENG - SUPPLY COST & RATE WORK	08/14/2023	115.28	02/24	601-23-81-5923-212
Total 00262115:					1,441.00		
00262492	1	Invoice	ENG - REISNER SUBSTATION (#9-23-011)	08/16/2023	3,292.50	02/24	601-23-51-5562-871
Total 00262492:					3,292.50		
00262493	1	Invoice	ENG - 69kV TRANSMISSION IMPROVEMENT	08/16/2023	6,404.00	02/24	601-23-51-5566-871
Total 00262493:					6,404.00		
00262494	1	Invoice	ENG - PHASE 1 DIST IMPROVEMENTS #9-25-	08/16/2023	327.50	02/24	601-23-51-5566-871
Total 00262494:					327.50		
Total DGR ENGINEERING (5967):					11,465.00		
<b>DIAMOND VOGEL PAINTS (2240)</b>							
203278750	1	Invoice	(2)5 GAL ORANGE TRAFFIC PAINT	08/24/2023	517.10	02/24	100-21-30-5120-318
Total 203278750:					517.10		
224325312	1	Invoice	15- BAGS DUAL BEADS	07/31/2023	600.00	02/24	100-21-30-5120-318
Total 224325312:					600.00		
270334594	1	Invoice	(5)5 GAL WHITE TRAFFIC PAINT	07/12/2023	487.50	02/24	100-21-30-5120-318
270334594	2	Invoice	(2)5 GAL YELLOW TRAFFIC PAINT	07/12/2023	182.00	02/24	100-21-30-5120-318
Total 270334594:					669.50		
270334848	1	Invoice	(5)5 GAL YELLOW TRAFFIC PAINT	07/19/2023	455.00	02/24	100-21-30-5120-318
270334848	2	Invoice	(3)5 GAL WHITE TRAFFIC PAINT	07/19/2023	292.50	02/24	100-21-30-5120-318
270334848	3	Invoice	(1)5 GAL BLUE TRAFFIC PAINT	07/19/2023	90.05	02/24	100-21-30-5120-318
Total 270334848:					837.55		
270335079	1	Invoice	(5)5 GAL WHITE TRAFFIC PAINT	07/26/2023	487.50	02/24	100-21-30-5120-318
Total 270335079:					487.50		
270335735	1	Invoice	(7)5 GAL YELLOW TRAFFIC PAINT	08/17/2023	637.00	02/24	100-21-30-5120-318
Total 270335735:					637.00		
Total DIAMOND VOGEL PAINTS (2240):					3,748.65		
<b>DR. ANTHONY TATMAN (6856)</b>							
8/29/2023	1	Invoice	POLICE OFFICER TESTING	08/29/2023	120.00	02/24	100-21-21-5110-319
Total 8/29/2023:					120.00		
Total DR. ANTHONY TATMAN (6856):					120.00		
<b>EMERGENCY APPARATUS (4497)</b>							
128356	1	Invoice	PUMP RE TEST/SVC/ENGINE 31	08/08/2023	171.56	02/24	100-21-22-5140-227



Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 128356:					171.56		
128358	1	Invoice	PUMP RE TEST/SVC/ENGINE 32	08/08/2023	171.56	02/24	100-21-22-5140-227
Total 128358:					171.56		
128359	1	Invoice	PUMP RE TEST/SVC/ENGINE 33	08/08/2023	171.56	02/24	100-21-22-5140-227
Total 128359:					171.56		
Total EMERGENCY APPARATUS (4497):					514.68		
<b>FLETCHER-REINHARDT SERVICE COMPANY (305)</b>							
S1302897.00	1	Invoice	6 - FUSE REFILL SHOP STOCK	08/14/2023	1,264.24	02/24	601-23-52-5588-318
Total S1302897.001:					1,264.24		
Total FLETCHER-REINHARDT SERVICE COMPANY (305):					1,264.24		
<b>FRIZELL, MICHAEL (3945)</b>							
082423	1	Invoice	ENERGY EFFICIENCY REBATE-INSULATION	08/24/2023	74.96	02/24	601-23-36-5930-979
082423	2	Invoice	CORN BELT INSULATION REBATE	08/24/2023	80.50	02/24	601-23-53-5930-979
Total 082423:					155.46		
Total FRIZELL, MICHAEL (3945):					155.46		
<b>GALLS, LLC - DBA CARPENTER UNIFORM (331)</b>							
025251744	1	Invoice	2 EACH MENS POLOS WITH CHEST EMBROI	08/02/2023	167.90	02/24	100-21-21-5110-312
Total 025251744:					167.90		
025263885	1	Invoice	BLUE LINE CLIP KEY/TRIPLE MAG POUCH- #	08/03/2023	42.49	02/24	100-21-21-5110-312
Total 025263885:					42.49		
Total GALLS, LLC - DBA CARPENTER UNIFORM (331):					210.39		
<b>GORDON FLESCH COMPANY (6978)</b>							
IN14328879	1	Invoice	CANON/IR C350IF	08/19/2023	14.12	02/24	100-24-14-5435-225
IN14328879	2	Invoice	CANON/IR C350IF	08/19/2023	101.96	02/24	601-23-80-5931-225
IN14328879	3	Invoice	CANON/IR C350IF	08/19/2023	31.37	02/24	602-23-80-5931-225
IN14328879	4	Invoice	CANON/IR C350IF	08/19/2023	9.41	02/24	603-23-80-5931-225
Total IN14328879:					156.86		
Total GORDON FLESCH COMPANY (6978):					156.86		
<b>GRAHAM TIRE OF FORT DODGE (351)</b>							
220016965	1	Invoice	SERVICE CALL REPAIR FRONT L TIRE - TRU	07/18/2023	387.21	02/24	204-23-30-5310-227
Total 220016965:					387.21		
220017187	1	Invoice	OUT OF TOWN SERVICE CALL-TRUCK 17	07/28/2023	175.00	02/24	204-23-30-5310-227
Total 220017187:					175.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total GRAHAM TIRE OF FORT DODGE (351):					562.21		
<b>GRAINGER (3288)</b>							
9801080004	1	Invoice	HIGH PRESSURE SODIUM BULB- WATERPL	08/11/2023	29.72	02/24	602-23-61-5642-318
Total 9801080004:					29.72		
Total GRAINGER (3288):					29.72		
<b>HACH COMPANY (362)</b>							
13712538	1	Invoice	2 - BURET, AUTO SELF-ZEROING 25ML	08/23/2023	328.00	02/24	602-23-61-5642-319
Total 13712538:					328.00		
13712568	1	Invoice	WTP TESTING SUPPLIES	08/23/2023	614.10	02/24	602-23-61-5642-319
Total 13712568:					614.10		
Total HACH COMPANY (362):					942.10		
<b>HAMILTON COUNTY SOLID WASTE (375)</b>							
331879	1	Invoice	REMOVAL OF JUNK PILE - .81T	08/21/2023	21.06	02/24	204-23-30-5310-236
331879	2	Invoice	REMOVAL OF JUNK PILE - .81T	08/21/2023	21.06	02/24	602-23-61-5642-236
331879	3	Invoice	REMOVAL OF JUNK PILE - .81T	08/21/2023	21.06	02/24	603-23-70-5642-236
Total 331879:					63.18		
331890	1	Invoice	REMOVAL OF JUNK PILE - .75T	08/21/2023	19.50	02/24	204-23-30-5310-236
331890	2	Invoice	REMOVAL OF JUNK PILE - .75T	08/21/2023	19.50	02/24	602-23-61-5642-236
331890	3	Invoice	REMOVAL OF JUNK PILE - .75T	08/21/2023	19.50	02/24	603-23-70-5642-236
Total 331890:					58.50		
331903	1	Invoice	REMOVAL OF JUNK PILE - .75T	08/21/2023	19.50	02/24	204-23-30-5310-236
331903	2	Invoice	REMOVAL OF JUNK PILE - .75T	08/21/2023	19.50	02/24	602-23-61-5642-236
331903	3	Invoice	REMOVAL OF JUNK PILE - .75T	08/21/2023	19.50	02/24	603-23-70-5642-236
Total 331903:					58.50		
331926	1	Invoice	REMOVAL OF JUNK PILE - 1.08T	08/22/2023	28.08	02/24	204-23-30-5310-236
331926	2	Invoice	REMOVAL OF JUNK PILE - 1.08T	08/22/2023	28.08	02/24	602-23-61-5642-236
331926	3	Invoice	REMOVAL OF JUNK PILE - 1.08T	08/22/2023	28.08	02/24	603-23-70-5642-236
Total 331926:					84.24		
331940	1	Invoice	REMOVAL OF JUNK PILE - .91T	08/22/2023	23.66	02/24	204-23-30-5310-236
331940	2	Invoice	REMOVAL OF JUNK PILE - .91T	08/22/2023	23.66	02/24	602-23-61-5642-236
331940	3	Invoice	REMOVAL OF JUNK PILE - .91T	08/22/2023	23.66	02/24	603-23-70-5642-236
Total 331940:					70.98		
331948	1	Invoice	REMOVAL OF JUNK PILE - 1.05T	08/22/2023	27.30	02/24	204-23-30-5310-236
331948	2	Invoice	REMOVAL OF JUNK PILE - 1.05T	08/22/2023	27.30	02/24	602-23-61-5642-236
331948	3	Invoice	REMOVAL OF JUNK PILE - 1.05T	08/22/2023	27.30	02/24	603-23-70-5642-236
Total 331948:					81.90		
332054	1	Invoice	REMOVAL OF JUNK PILE - 4.94T	08/25/2023	128.44	02/24	204-23-30-5310-236

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
332054	2	Invoice	REMOVAL OF JUNK PILE - 4.94T	08/25/2023	128.44	02/24	602-23-61-5642-236
332054	3	Invoice	REMOVAL OF JUNK PILE - 4.94T	08/25/2023	128.44	02/24	603-23-70-5642-236
Total 332054:					385.32		
332063	1	Invoice	REMOVAL OF JUNK PILE - 3units	08/25/2023	5.00	02/24	204-23-30-5310-236
332063	2	Invoice	REMOVAL OF JUNK PILE - 3units	08/25/2023	5.00	02/24	602-23-61-5642-236
332063	3	Invoice	REMOVAL OF JUNK PILE - 3units	08/25/2023	5.00	02/24	603-23-70-5642-236
Total 332063:					15.00		
332065	1	Invoice	REMOVAL OF JUNK PILE - 3units	08/25/2023	24.00	02/24	204-23-30-5310-236
332065	2	Invoice	REMOVAL OF JUNK PILE - 3units	08/25/2023	24.00	02/24	602-23-61-5642-236
332065	3	Invoice	REMOVAL OF JUNK PILE - 3units	08/25/2023	24.00	02/24	603-23-70-5642-236
Total 332065:					72.00		
Total HAMILTON COUNTY SOLID WASTE (375):					889.62		
<b>HAWKEYE WEST PEST CONTROL (7345)</b>							
52870	1	Invoice	PEST CONTROL STREET DEPT	08/14/2023	75.00	02/24	204-23-30-5310-299
Total 52870:					75.00		
Total HAWKEYE WEST PEST CONTROL (7345):					75.00		
<b>HAWKINS, INC. (3668)</b>							
6557222	1	Invoice	CHLORINE/LPC-DP/SODIUM ALUMINATE	08/18/2023	12,493.39	02/24	602-23-61-5641-318
Total 6557222:					12,493.39		
6564796	1	Invoice	CHLORINE/SODIUM BISULFITE	08/28/2023	3,062.14	02/24	603-23-70-5641-318
Total 6564796:					3,062.14		
6565265	1	Invoice	RETURN 1CY CHLORINE	08/28/2023	192.00-	02/24	603-23-70-5641-318
Total 6565265:					192.00-		
Total HAWKINS, INC. (3668):					15,363.53		
<b>HENDERSON PRODUCTS, INC (4010)</b>							
381860	1	Invoice	DUMP BOX W/HYDRAULICS FOR NEW TRUC	08/18/2023	33,508.47	02/24	100-41-30-5310-510
381860	2	Invoice	DUMP BOX W/HYDRAULICS FOR NEW TRUC	08/18/2023	10,198.23	02/24	602-41-62-5935-510
381860	3	Invoice	DUMP BOX W/HYDRAULICS FOR NEW TRUC	08/18/2023	4,856.30	02/24	603-41-71-5935-510
Total 381860:					48,563.00		
Total HENDERSON PRODUCTS, INC (4010):					48,563.00		
<b>HEWETT WHOLESALE INC. (6097)</b>							
194011	1	Invoice	OD POOL CONCESSIONS	08/03/2023	710.18	02/24	100-22-42-5242-323
Total 194011:					710.18		
194371	1	Invoice	OD POOL CONCESSIONS	08/10/2023	95.93	02/24	100-22-42-5242-323

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 194371:					95.93		
Total HEWETT WHOLESALE INC. (6097):					806.11		
<b>HOUSBY MACK, INC (7800)</b>							
DE-01729	1	Invoice	2024 MACK TANDEM DUMP TRUCK-STREET	08/23/2023	86,137.53	02/24	100-41-30-5310-510
DE-01729	2	Invoice	2024 MACK TANDEM DUMP TRUCK-STREET	08/23/2023	26,215.77	02/24	602-41-62-5935-510
DE-01729	3	Invoice	2024 MACK TANDEM DUMP TRUCK-STREET	08/23/2023	12,483.70	02/24	603-41-71-5935-510
Total DE-01729:					124,837.00		
Total HOUSBY MACK, INC (7800):					124,837.00		
<b>HYDRO KLEAN, INC. (422)</b>							
085007	1	Invoice	CLEAN & TELEWISE SANITARY SEWERS	08/21/2023	41,009.32	02/24	603-23-71-5673-229
Total 085007:					41,009.32		
Total HYDRO KLEAN, INC. (422):					41,009.32		
<b>HY-VEE ACCOUNTS RECEIVABLE (424)</b>							
318449	1	Invoice	SUPPLIES FOR CITY PICNIC	08/16/2023	14.70	02/24	100-24-12-5430-299
318449	2	Invoice	SUPPLIES FOR CITY PICNIC	08/16/2023	40.43	02/24	601-23-81-5930-299
318449	3	Invoice	SUPPLIES FOR CITY PICNIC	08/16/2023	9.19	02/24	602-23-81-5930-299
318449	4	Invoice	SUPPLIES FOR CITY PICNIC	08/16/2023	9.19	02/24	603-23-81-5930-299
Total 318449:					73.51		
Total HY-VEE ACCOUNTS RECEIVABLE (424):					73.51		
<b>inTANDEM (6526)</b>							
2397	1	Invoice	RETAINER/SEPTEMBER 2023	09/05/2023	488.00	02/24	100-24-12-5430-299
2397	2	Invoice	RETAINER/SEPTEMBER 2023	09/05/2023	1,342.00	02/24	601-23-81-5930-299
2397	3	Invoice	RETAINER/SEPTEMBER 2023	09/05/2023	305.00	02/24	602-23-81-5930-299
2397	4	Invoice	RETAINER/SEPTEMBER 2023	09/05/2023	305.00	02/24	603-23-81-5930-299
Total 2397:					2,440.00		
Total inTANDEM (6526):					2,440.00		
<b>IOWA SPECIALITY HOSPITAL (7796)</b>							
9400862051	1	Invoice	2ND QTR DRUG TESTING	08/17/2023	160.00	02/24	601-23-52-5923-212
9400862051	2	Invoice	2ND QTR DRUG TESTING	08/17/2023	50.00	02/24	602-23-61-5923-212
9400862051	3	Invoice	2ND QTR DRUG TESTING	08/17/2023	25.00	02/24	603-23-70-5923-212
Total 9400862051 08/17/23:					235.00		
Total IOWA SPECIALITY HOSPITAL (7796):					235.00		
<b>JCG LAND SERVICES, INC. (7689)</b>							
6540.7	1	Invoice	WWTP - PROJECT MANAGEMENT	08/24/2023	165.00	02/24	603-23-70-5652-860
Total 6540.7:					165.00		
Total JCG LAND SERVICES, INC. (7689):					165.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>JONES, TONY (4704)</b>							
082123	1	Invoice	MOW (5) CITY DEMO PROPERTIES (7/6,7/12,	08/21/2023	675.00	02/24	228-23-36-5391-299
Total 082123:					675.00		
Total JONES, TONY (4704):					675.00		
<b>K.C. NIELSEN, LTD (6609)</b>							
081623	1	Invoice	2023 JOHN DEERE MOWER Z970R(ordered:4/	08/16/2023	9,000.00	02/24	205-23-45-5372-299
Total 081623:					9,000.00		
Total K.C. NIELSEN, LTD (6609):					9,000.00		
<b>KIESLER'S POLICE SUPPLY, INC. (5763)</b>							
IN221810	1	Invoice	2 - GLOCK NIGHT SIGHTS- OFFICER 625 & 6	07/03/2023	762.20	02/24	100-21-21-5110-231
Total IN221810:					762.20		
Total KIESLER'S POLICE SUPPLY, INC. (5763):					762.20		
<b>LAMPERT LUMBER (564)</b>							
1984051	1	Invoice	WOOD FOR PARK BENCHES	08/25/2023	44.82	02/24	100-22-42-5210-318
Total 1984051:					44.82		
Total LAMPERT LUMBER (564):					44.82		
<b>LINCOLN NATL LIFE INSURANCE CO (3031)</b>							
4591102307	1	Invoice	LIFE PREMIUMS-SEPTEMBER 2023	08/18/2023	2,062.50	02/24	902-11215
Total 4591102307:					2,062.50		
Total LINCOLN NATL LIFE INSURANCE CO (3031):					2,062.50		
<b>LYNCH DALLAS, P.C./ATTY AT LAW (6336)</b>							
210860	1	Invoice	ATTORNEY EXPENSES - WILSON BREWER P	08/23/2023	280.00	02/24	100-22-42-5221-299
Total 210860:					280.00		
Total LYNCH DALLAS, P.C./ATTY AT LAW (6336):					280.00		
<b>MC CLURE ENGINEERING CO. (7469)</b>							
147110	1	Invoice	RECONSTRUCT AIRFIELD LIGHTING & NAVA	07/31/2023	507.82	02/24	205-23-45-5372-880
Total 147110:					507.82		
147113	1	Invoice	AIRPORT TAXIWAY LIGHTING FFA AIP No.3-1	07/31/2023	1,010.00	02/24	205-23-45-5372-880
Total 147113:					1,010.00		
147114	1	Invoice	AIRPORT TAXIWAY LIGHTING FFA AIP No.3-1	07/31/2023	164.63	02/24	205-23-45-5372-880
Total 147114:					164.63		
Total MC CLURE ENGINEERING CO. (7469):					1,682.45		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>MECHANICAL COMFORT, INC. (618)</b>							
48058	1	Invoice	REPAIRS TO WC HALL5	07/31/2023	103.95	02/24	100-24-36-5480-226
48058	2	Invoice	REPAIRS TO WC HALL5	07/31/2023	74.25	02/24	601-23-36-5480-226
48058	3	Invoice	REPAIRS TO WC HALL5	07/31/2023	59.40	02/24	602-23-36-5480-226
48058	4	Invoice	REPAIRS TO WC HALL5	07/31/2023	59.40	02/24	603-23-36-5480-226
Total 48058:					297.00		
48059	1	Invoice	REPAIRS TO HP18	07/31/2023	42.00	02/24	100-24-36-5480-226
48059	2	Invoice	REPAIRS TO HP18	07/31/2023	30.00	02/24	601-23-36-5480-226
48059	3	Invoice	REPAIRS TO HP18	07/31/2023	24.00	02/24	602-23-36-5480-226
48059	4	Invoice	REPAIRS TO HP18	07/31/2023	24.00	02/24	603-23-36-5480-226
Total 48059:					120.00		
48060	1	Invoice	REPAIRS TO HP17	07/31/2023	68.25	02/24	100-24-36-5480-226
48060	2	Invoice	REPAIRS TO HP17	07/31/2023	48.75	02/24	601-23-36-5480-226
48060	3	Invoice	REPAIRS TO HP17	07/31/2023	39.00	02/24	602-23-36-5480-226
48060	4	Invoice	REPAIRS TO HP17	07/31/2023	39.00	02/24	603-23-36-5480-226
Total 48060:					195.00		
48061	1	Invoice	REPAIRS TO WC HALL 12	07/31/2023	21.00	02/24	100-24-36-5480-226
48061	2	Invoice	REPAIRS TO WC HALL 12	07/31/2023	15.00	02/24	601-23-36-5480-226
48061	3	Invoice	REPAIRS TO WC HALL 12	07/31/2023	12.00	02/24	602-23-36-5480-226
48061	4	Invoice	REPAIRS TO WC HALL 12	07/31/2023	12.00	02/24	603-23-36-5480-226
Total 48061:					60.00		
48062	1	Invoice	REPAIRS TO HP15	07/31/2023	42.00	02/24	100-24-36-5480-226
48062	2	Invoice	REPAIRS TO HP15	07/31/2023	30.00	02/24	601-23-36-5480-226
48062	3	Invoice	REPAIRS TO HP15	07/31/2023	24.00	02/24	602-23-36-5480-226
48062	4	Invoice	REPAIRS TO HP15	07/31/2023	24.00	02/24	603-23-36-5480-226
Total 48062:					120.00		
48063	1	Invoice	REPAIRS TO HP30	07/31/2023	42.00	02/24	100-24-36-5480-226
48063	2	Invoice	REPAIRS TO HP30	07/31/2023	30.00	02/24	601-23-36-5480-226
48063	3	Invoice	REPAIRS TO HP30	07/31/2023	24.00	02/24	602-23-36-5480-226
48063	4	Invoice	REPAIRS TO HP30	07/31/2023	24.00	02/24	603-23-36-5480-226
Total 48063:					120.00		
Total MECHANICAL COMFORT, INC. (618):					912.00		
<b>MENARDS (622)</b>							
96024	1	Invoice	WHOLE HOUSE SURGE PROTECTOR-TORN	08/14/2023	101.09	02/24	100-21-22-5140-226
96024	2	Invoice	WHOLE HOUSE SURGE PROTECTORS-AMI	08/14/2023	109.08	02/24	601-23-52-5588-871
96024	3	Invoice	WHOLE HOUSE SURGE PROTECTORS-AMI	08/14/2023	109.08	02/24	602-23-62-5935-870
96024	4	Invoice	REPAIR PARTS FOR STANHOPE SUB STATIO	08/14/2023	188.67	02/24	601-23-52-5588-318
Total 96024:					507.92		
96237	1	Invoice	2-17' ALUM MULTI POS LADDER/3-AIR FRES	08/17/2023	286.99	02/24	204-23-30-5330-318
96237	2	Invoice	2-17' ALUM MULTI POS LADDER/3-AIR FRES	08/17/2023	87.35	02/24	602-23-62-5662-318
96237	3	Invoice	2-17' ALUM MULTI POS LADDER/3-AIR FRES	08/17/2023	41.60	02/24	603-23-71-5662-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 96237:					415.94		
96835	1	Invoice	18CF WHITE FRIDGE-WWTP	08/28/2023	499.99	02/24	603-23-70-5642-318
Total 96835:					499.99		
Total MENARDS (622):					1,423.85		
<b>MID COUNTRY MACHINERY (2018)</b>							
P43504	1	Invoice	POWER CABLE	08/18/2023	158.92	02/24	204-23-30-5320-318
Total P43504:					158.92		
Total MID COUNTRY MACHINERY (2018):					158.92		
<b>MIDWEST UNDERGROUND (645)</b>							
ID36575	1	Invoice	WINCH ROPE	08/22/2023	667.63	02/24	601-23-52-5935-314
Total ID36575:					667.63		
Total MIDWEST UNDERGROUND (645):					667.63		
<b>MISSISSIPPI LIME COMPANY (652)</b>							
1686215	1	Invoice	QUICKLIME 24.37 8/17/23	08/17/2023	6,726.12	02/24	602-23-61-5641-318
Total 1686215:					6,726.12		
1686985	1	Invoice	QUICKLIME 23.85 8/17/23	08/22/2023	6,582.60	02/24	602-23-61-5641-318
Total 1686985:					6,582.60		
Total MISSISSIPPI LIME COMPANY (652):					13,308.72		
<b>MONTALVO, JULIO (7801)</b>							
082823	1	Invoice	CUSTOMER DEPOSIT REFUND	08/28/2023	142.38	02/24	601-21011
Total 082823:					142.38		
Total MONTALVO, JULIO (7801):					142.38		
<b>MOORE CLEANING SERVICE, LLC (2902)</b>							
082823	1	Invoice	CLEANING SERVICES FOR CITY HALL	08/28/2023	455.00	02/24	100-24-36-5480-299
082823	2	Invoice	CLEANING SERVICES FOR CITY HALL	08/28/2023	325.00	02/24	601-23-36-5480-299
082823	3	Invoice	CLEANING SERVICES FOR CITY HALL	08/28/2023	260.00	02/24	602-23-36-5480-299
082823	4	Invoice	CLEANING SERVICES FOR CITY HALL	08/28/2023	260.00	02/24	603-23-36-5480-299
Total 082823:					1,300.00		
Total MOORE CLEANING SERVICE, LLC (2902):					1,300.00		
<b>MOURTON, RUSS (5410)</b>							
082823	1	Invoice	FUEL REIMBURSEMENT-MOURTON	08/28/2023	60.00	02/24	601-23-52-5926-231
Total 082823:					60.00		
Total MOURTON, RUSS (5410):					60.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>NAPA AUTO PARTS (677)</b>							
968912	1	Invoice	ALTERNATOR BEARING	08/01/2023	131.87	02/24	601-23-52-5935-314
Total 968912:					131.87		
969871	1	Invoice	SUPPLIES- STR 7, 5, 23, SHOP	08/17/2023	495.84	02/24	204-23-30-5310-314
Total 969871:					495.84		
970068	1	Invoice	SUPPLIES- PD 2, STR 7, CITY HALL CAR & S	08/21/2023	94.27	02/24	204-23-30-5310-314
Total 970068:					94.27		
970069	1	Invoice	SUPPLIES- LINE 66, & STR SHOP	08/21/2023	110.26	02/24	204-23-30-5310-314
Total 970069:					110.26		
Total NAPA AUTO PARTS (677):					832.24		
<b>NEWMAN SIGNS, INC. (7530)</b>							
TRFINV0479	1	Invoice	STREET SIGN ORDER	07/17/2023	888.41	02/24	100-21-30-5120-318
Total TRFINV047919:					888.41		
TRFINV0479	1	Invoice	STREET SIGN ORDER	07/18/2023	2,856.92	02/24	100-21-30-5120-318
Total TRFINV047951:					2,856.92		
TRFRET000	1	Invoice	CREDIT FOR RETURN OF ST SIGNS	01/06/2023	1,159.20-	02/24	100-21-30-5120-318
Total TRFRET0001279:					1,159.20-		
TTRFINV049	1	Invoice	STREET SIGN ORDER	08/29/2023	4,192.52	02/24	100-21-30-5120-318
Total TTRFINV049029:					4,192.52		
Total NEWMAN SIGNS, INC. (7530):					6,778.65		
<b>NFIP DIRECT SERVICING AGENT (6667)</b>							
1932631334	1	Invoice	FLOOD INSURANCE	08/16/2023	2,296.00	02/24	603-23-70-5924-216
Total 1932631334 09/30/23:					2,296.00		
1932688789	1	Invoice	FLOOD INSURANCE	08/16/2023	2,458.00	02/24	603-23-70-5924-216
Total 1932688789 09/30/23:					2,458.00		
Total NFIP DIRECT SERVICING AGENT (6667):					4,754.00		
<b>NILLES, DENNIS (7798)</b>							
07/24/23	1	Invoice	ENERGY EFFICIENCY REBATE	07/24/2023	250.00	02/24	601-23-36-5930-979
Total 07/24/23:					250.00		
Total NILLES, DENNIS (7798):					250.00		
<b>NORTHERN SAFETY CO, INC. (1129)</b>							
905667594	1	Invoice	ANTIBIOTIC CREAM	08/17/2023	2.95	02/24	601-23-80-5905-312



Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 905667594:					2.95		
Total NORTHERN SAFETY CO, INC. (1129):					2.95		
<b>O'HALLORAN INTERNATIONAL, INC. (718)</b>							
RA10000143	1	Invoice	REPAIRS TO LINE TRUCK 2013 INTERNATIO	08/25/2023	716.06	02/24	601-23-52-5935-227
Total RA100001433:01:					716.06		
XA10000851	1	Invoice	BELT FAN-STR 7	08/08/2023	70.91	02/24	204-23-30-5310-314
Total XA100008514:01:					70.91		
Total O'HALLORAN INTERNATIONAL, INC. (718):					786.97		
<b>PEPSI-COLA (7435)</b>							
39919103	1	Invoice	POP & GATORADE FOR RESALE	07/27/2023	321.96	02/24	100-22-42-5242-323
Total 39919103:					321.96		
4244480	1	Invoice	POP & GATORADE FOR RESALE	07/13/2023	324.36	02/24	100-22-42-5242-323
Total 4244480:					324.36		
48683352	1	Invoice	POP & GATORADE FOR RESALE	07/20/2023	358.59	02/24	100-22-42-5242-323
Total 48683352:					358.59		
Total PEPSI-COLA (7435):					1,004.91		
<b>PITNEY BOWES BANK INC RESERVE ACCT (758)</b>							
082823	1	Invoice	PREPAID POSTAGE	08/28/2023	3,000.00	02/24	100-11210
Total 082823:					3,000.00		
Total PITNEY BOWES BANK INC RESERVE ACCT (758):					3,000.00		
<b>POSTMASTER (766)</b>							
323 08/20/23	1	Invoice	PERMIT FEE #PI 323/STANDARD MAIL	08/20/2023	27.90	02/24	100-24-14-5435-221
323 08/20/23	2	Invoice	PERMIT FEE #PI 323/STANDARD MAIL	08/20/2023	201.50	02/24	601-23-80-5921-221
323 08/20/23	3	Invoice	PERMIT FEE #PI 323/STANDARD MAIL	08/20/2023	62.00	02/24	602-23-80-5921-221
323 08/20/23	4	Invoice	PERMIT FEE #PI 323/STANDARD MAIL	08/20/2023	18.60	02/24	603-23-80-5921-221
Total 323 08/20/23:					310.00		
Total POSTMASTER (766):					310.00		
<b>RASCH CONSTRUCTION, INC. (6999)</b>							
119.0463.01A	1	Invoice	2021 SECOND ST RECONST PYMT#15	08/08/2023	41,755.01	02/24	536-23-30-5310-299
Total 119.0463.01A - #15:					41,755.01		
Total RASCH CONSTRUCTION, INC. (6999):					41,755.01		
<b>RICOH USA, INC. (4831)</b>							
107534550	1	Invoice	COPY MACHINE LEASE/COPY CHARGE	08/11/2023	147.26	02/24	100-21-21-5110-225

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 107534550:					147.26		
Total RICOH USA, INC. (4831):					147.26		
<b>STEIN HEATING &amp; COOLING, INC. (5576)</b>							
15481	1	Invoice	SERVICE CALL AC-SENIOR CITIZEN CENTE	08/18/2023	601.38	02/24	100-22-42-5280-226
Total 15481:					601.38		
Total STEIN HEATING & COOLING, INC. (5576):					601.38		
<b>STORM FLYING SERVICE, INC. (911)</b>							
082823	1	Invoice	AIRPORT MANAGER FEE - SEPTEMBER 202	08/28/2023	4,166.94	02/24	205-23-45-5372-299
082823	2	Invoice	JULY 2023 AIRPORT MANAGER FEE DIFFER	08/28/2023	160.27	02/24	205-23-45-5372-299
082823	3	Invoice	AUGUST 2023 AIRPORT MANAGER FEE DIFF	08/28/2023	160.27	02/24	205-23-45-5372-299
Total 082823:					4,487.48		
Total STORM FLYING SERVICE, INC. (911):					4,487.48		
<b>TERMINAL SUPPLY CO. (6527)</b>							
62956-00	1	Invoice	HEAVY DUTY CABLE TIE 15 1/4"	08/11/2023	27.59	02/24	204-23-30-5310-318
Total 62956-00:					27.59		
Total TERMINAL SUPPLY CO. (6527):					27.59		
<b>T-MOBILE (7288)</b>							
973411563 0	1	Invoice	PHONE SVC/INSPECTION	08/21/2023	25.80	02/24	100-21-18-5190-230
973411563 0	2	Invoice	PHONE SVC/PD CAR PHONES	08/21/2023	154.80	02/24	100-21-21-5110-230
973411563 0	3	Invoice	PHONE SVC/INVESTIGATOR	08/21/2023	33.46	02/24	100-21-21-5110-230
973411563 0	4	Invoice	PD (GETAC)	08/21/2023	42.74	02/24	100-21-21-5110-230
973411563 0	5	Invoice	TOUGHBOOKS	08/21/2023	151.59	02/24	100-21-21-5110-230
Total 973411563 08/21/23:					408.39		
974816802 0	1	Invoice	PHONE SVC/ORTON	08/21/2023	14.98	02/24	601-23-52-5588-230
974816802 0	2	Invoice	PHONE SVC/ORTON	08/21/2023	14.99	02/24	601-23-51-5566-230
974816802 0	3	Invoice	PHONE SVC/ARIEL	08/21/2023	46.14	02/24	100-24-18-5470-230
974816802 0	4	Invoice	PHONE SVC/BRANDON	08/21/2023	40.18	02/24	204-23-30-5310-230
974816802 0	5	Invoice	PHONE SVC/BREANNE	08/21/2023	15.38	02/24	100-22-42-5210-230
974816802 0	6	Invoice	PHONE SVC/BREANNE	08/21/2023	15.38	02/24	100-22-42-5233-230
974816802 0	7	Invoice	PHONE SVC/BREANNE	08/21/2023	15.38	02/24	100-23-42-5371-230
974816802 0	8	Invoice	ON-CALL PHONE SVC/WATER	08/21/2023	44.42	02/24	602-23-61-5642-230
974816802 0	9	Invoice	ON-CALL PHONE SVC/WWTP	08/21/2023	44.42	02/24	603-23-70-5642-230
974816802 0	10	Invoice	PHONE SVC/NICK	08/21/2023	22.21	02/24	602-23-61-5642-230
974816802 0	11	Invoice	PHONE SVC/NICK	08/21/2023	22.21	02/24	603-23-70-5642-230
974816802 0	12	Invoice	PHONE SVC/MGR & ASST MGR	08/21/2023	27.46	02/24	100-24-12-5430-230
974816802 0	13	Invoice	PHONE SVC/MGR & ASST MGR	08/21/2023	75.50	02/24	601-23-81-5921-230
974816802 0	14	Invoice	PHONE SVC/MGR & ASST MGR	08/21/2023	17.16	02/24	602-23-81-5921-230
974816802 0	15	Invoice	PHONE SVC/MGR & ASST MGR	08/21/2023	17.16	02/24	603-23-81-5921-230
974816802 0	16	Invoice	SCADA TABLET	08/21/2023	19.97	02/24	602-23-61-5642-230
974816802 0	17	Invoice	METER IPAD SVC	08/21/2023	9.98	02/24	602-23-80-5902-299
974816802 0	18	Invoice	METER IPAD SVC	08/21/2023	9.99	02/24	601-23-80-5905-299
974816802 0	19	Invoice	RIGHT OF WAY IPAD SVC	08/21/2023	4.99	02/24	100-24-30-5380-230
974816802 0	20	Invoice	RIGHT OF WAY IPAD SVC	08/21/2023	4.99	02/24	601-24-30-5380-230
974816802 0	21	Invoice	RIGHT OF WAY IPAD SVC	08/21/2023	4.99	02/24	602-24-30-5380-230

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
974816802 0	22	Invoice	RIGHT OF WAY IPAD SVC	08/21/2023	5.00	02/24	603-24-30-5380-230
974816802 0	23	Invoice	STREET IPAD SVC	08/21/2023	39.94	02/24	204-23-30-5310-230
974816802 0	24	Invoice	STREET IPAD SVC	08/21/2023	39.94	02/24	602-23-62-5662-230
Total 974816802 08/21/23:					572.76		
Total T-MOBILE (7288):					981.15		
<b>TOLLE AUTOMOTIVE, INC. (3188)</b>							
22364	1	Invoice	TIRE REPAIR - LINE	08/16/2023	56.65	02/24	601-23-52-5935-227
Total 22364:					56.65		
22630	1	Invoice	TIRE REPAIR - LINE TRUCK 21	08/16/2023	36.14	02/24	601-23-52-5935-227
Total 22630:					36.14		
22684	1	Invoice	TIRE REPAIR - LINE	08/16/2023	36.14	02/24	601-23-52-5935-227
Total 22684:					36.14		
22715	1	Invoice	PARTS FOR GRAVELY #12	08/22/2023	24.44	02/24	100-22-42-5210-314
Total 22715:					24.44		
Total TOLLE AUTOMOTIVE, INC. (3188):					153.37		
<b>TONY'S TIRE SERVICE (958)</b>							
180700	1	Invoice	WRECKER SERVICE TO ANKENY-LINE 2013 I	08/18/2023	1,012.22	02/24	601-23-52-5935-227
Total 180700:					1,012.22		
Total TONY'S TIRE SERVICE (958):					1,012.22		
<b>TRAFFIC &amp; TRANSPORTATION PROD. (961)</b>							
235069	1	Invoice	UPGRADED TRAFFIC SIGNALS ON SUPERIO	08/15/2023	37,700.00	02/24	601-23-52-5585-871
Total 235069:					37,700.00		
Total TRAFFIC & TRANSPORTATION PROD. (961):					37,700.00		
<b>UNITED COOPERATIVE (979)</b>							
239952	1	Invoice	2.5 GAL CORNERSTONE FUEL	08/25/2023	104.98	02/24	204-23-30-5310-234
Total 239952:					104.98		
Total UNITED COOPERATIVE (979):					104.98		
<b>VALUTECH PEST CONTROL (6822)</b>							
3732	1	Invoice	PEST CONTROL/CEMETERY	08/18/2023	35.00	02/24	100-23-42-5371-299
Total 3732:					35.00		
3733	1	Invoice	PEST CONTROL/SENIOR CENTER	08/18/2023	35.00	02/24	100-22-42-5280-299
Total 3733:					35.00		
3734	1	Invoice	PEST CONTROL/CITY HALL	08/18/2023	10.50	02/24	100-24-36-5480-299

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
3734	2	Invoice	PEST CONTROL/CITY HALL	08/18/2023	7.50	02/24	601-23-36-5480-299
3734	3	Invoice	PEST CONTROL/CITY HALL	08/18/2023	6.00	02/24	602-23-36-5480-299
3734	4	Invoice	PEST CONTROL/CITY HALL	08/18/2023	6.00	02/24	603-23-36-5480-299
Total 3734:					30.00		
3735	1	Invoice	DOWNTOWN AREA-SSMID	08/18/2023	65.00	02/24	260-23-36-5393-299
Total 3735:					65.00		
3736	1	Invoice	PEST CONTROL/FULLER HALL	08/18/2023	32.00	02/24	100-22-42-5233-299
Total 3736:					32.00		
3737	1	Invoice	PEST CONTROL/DEPOT	08/18/2023	140.00	02/24	100-22-42-5221-299
Total 3737:					140.00		
Total VALUTECH PEST CONTROL (6822):					337.00		
<b>VAN DIEST SUPPLY COMPANY (1455)</b>							
74274	1	Invoice	BUCCANEER PLUS/LIQUID TANK CLEANER	08/17/2023	152.32	02/24	100-22-42-5210-318
Total 74274:					152.32		
Total VAN DIEST SUPPLY COMPANY (1455):					152.32		
<b>VAN MAANEN ELECTRIC, INC. (6254)</b>							
082223	1	Invoice	AIRPORT RUNWAY 14/32 LIGHTING PRJ-FFA	08/22/2023	11,698.08	02/24	205-23-45-5372-880
Total 082223:					11,698.08		
Total VAN MAANEN ELECTRIC, INC. (6254):					11,698.08		
<b>VAN WALL EQUIPMENT (2622)</b>							
5984178	1	Invoice	POLE SAW	08/21/2023	615.99	02/24	601-23-52-5588-311
Total 5984178:					615.99		
Total VAN WALL EQUIPMENT (2622):					615.99		
<b>VAN-HOF TRUCKING, INC. (2655)</b>							
15360	1	Invoice	FREIGHT ON LIME 08/21/23	08/21/2023	2,644.23	02/24	602-23-61-5921-221
Total 15360:					2,644.23		
15361	1	Invoice	FREIGHT ON LIME 08/25/23	08/25/2023	2,631.44	02/24	602-23-61-5921-221
Total 15361:					2,631.44		
Total VAN-HOF TRUCKING, INC. (2655):					5,275.67		
<b>VERMEER IOWA &amp; N. MISSOURI (6073)</b>							
P0006706	1	Invoice	BORING UNIT MATERIAL	08/24/2023	77.34	02/24	601-23-52-5935-314
Total P0006706:					77.34		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total VERMEER IOWA & N. MISSOURI (6073):					77.34		
<b>WATKINS, DAN (7433)</b>							
082823	1	Invoice	REIMBURSMENT FOR BROKEN WATCH - OF	08/28/2023	23.24	02/24	100-21-21-5110-318
Total 082823:					23.24		
Total WATKINS, DAN (7433):					23.24		
<b>WEBER-MAXTED, ELISABETH (4922)</b>							
082823	1	Invoice	ENERGY EFFICIENCY REBATE	08/28/2023	31.57	02/24	601-23-36-5930-979
Total 082823:					31.57		
Total WEBER-MAXTED, ELISABETH (4922):					31.57		
<b>WEBSTER CITY TRUE VALUE (2155)</b>							
170795	1	Invoice	COOLER FOR CITY HALL	08/15/2023	9.60	02/24	100-24-12-5430-316
170795	2	Invoice	COOLER FOR CITY HALL	08/15/2023	26.39	02/24	601-23-81-5921-316
170795	3	Invoice	COOLER FOR CITY HALL	08/15/2023	6.00	02/24	602-23-81-5921-316
170795	4	Invoice	COOLER FOR CITY HALL	08/15/2023	6.00	02/24	603-23-81-5921-316
Total 170795:					47.99		
170850	1	Invoice	1 DURA 2PK 9V ALK BATTERY	08/17/2023	5.99	02/24	601-23-80-5905-318
170850	2	Invoice	1 DURA 2PK 9V ALK BATTERY	08/17/2023	6.00	02/24	602-23-80-5903-318
Total 170850:					11.99		
170947	1	Invoice	1 - 2PK BATTERY - BORING UNIT	08/22/2023	6.49	02/24	601-23-52-5935-314
Total 170947:					6.49		
171004	1	Invoice	CLEANING SUPPLIES-FIRE DEPT	08/24/2023	44.95	02/24	100-21-22-5140-318
Total 171004:					44.95		
171020	1	Invoice	2 - 2PK WASP KILLER- LINE SHOP	08/25/2023	25.98	02/24	601-23-52-5588-318
Total 171020:					25.98		
171027	1	Invoice	BOLTS/FASTENERS-UNSAFE PROPERTIES	08/25/2023	14.58	02/24	100-21-18-5190-318
Total 171027:					14.58		
171056	1	Invoice	CLEAR SOLV CEMENT/3V BATTERY-LINE SH	08/28/2023	41.47	02/24	601-23-52-5588-318
Total 171056:					41.47		
Total WEBSTER CITY TRUE VALUE (2155):					193.45		
<b>WESTRUM LEAK DETECTION, INC. (1040)</b>							
5543	1	Invoice	LEAK DETECTION - PROSPECT & 2ND	08/11/2023	605.00	02/24	602-23-62-5662-318
Total 5543:					605.00		
Total WESTRUM LEAK DETECTION, INC. (1040):					605.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
<b>WINDOW MAN LLC (3653)</b>							
4202	1	Invoice	SR CENTER FRONT WINDOWS	08/04/2023	39.00	02/24	100-22-42-5280-299
Total 4202:					39.00		
Total WINDOW MAN LLC (3653):					39.00		
<b>WOLFGRAM, JOE (5604)</b>							
082823	1	Invoice	EE REBATE/913 JAMES ST	08/28/2023	171.31	02/24	601-23-36-5930-979
082823	2	Invoice	CB EE REBATE/936 WATER ST	08/28/2023	12.00	02/24	601-23-53-5930-979
082823	3	Invoice	CB EE REBATE/415 WALNUT ST	08/28/2023	40.08	02/24	601-23-53-5930-979
Total 082823:					223.39		
Total WOLFGRAM, JOE (5604):					223.39		
<b>WOOLSTOCK MUTUAL TELEPHONE ASN (1054)</b>							
839-1085 09/	1	Invoice	INTERNET SERVICE	09/01/2023	3.03	03/24	100-24-14-5435-230
839-1085 09/	2	Invoice	INTERNET SERVICE	09/01/2023	21.90	03/24	601-23-80-5903-230
839-1085 09/	3	Invoice	INTERNET SERVICE	09/01/2023	6.74	03/24	602-23-80-5921-230
839-1085 09/	4	Invoice	INTERNET SERVICE	09/01/2023	2.02	03/24	603-23-80-5921-230
839-1085 09/	5	Invoice	INTERNET SERVICE	09/01/2023	3.61	03/24	100-24-12-5430-230
839-1085 09/	6	Invoice	INTERNET SERVICE	09/01/2023	12.03	03/24	601-23-81-5921-230
839-1085 09/	7	Invoice	INTERNET SERVICE	09/01/2023	7.22	03/24	602-23-81-5921-230
839-1085 09/	8	Invoice	INTERNET SERVICE	09/01/2023	1.20	03/24	603-23-81-5921-230
839-1085 09/	9	Invoice	INTERNET SERVICE	09/01/2023	6.02	03/24	100-24-30-5380-230
839-1085 09/	10	Invoice	INTERNET SERVICE	09/01/2023	6.02	03/24	601-24-30-5380-230
839-1085 09/	11	Invoice	INTERNET SERVICE	09/01/2023	6.02	03/24	602-24-30-5380-230
839-1085 09/	12	Invoice	INTERNET SERVICE	09/01/2023	6.01	03/24	603-24-30-5380-230
839-1085 09/	13	Invoice	INTERNET SERVICE	09/01/2023	14.44	03/24	100-21-22-5140-230
839-1085 09/	14	Invoice	INTERNET SERVICE	09/01/2023	38.50	03/24	100-21-21-5110-230
839-1085 09/	15	Invoice	INTERNET SERVICE	09/01/2023	7.22	03/24	601-23-52-5588-230
839-1085 09/	16	Invoice	INTERNET SERVICE	09/01/2023	7.22	03/24	601-23-51-5566-230
839-1085 09/	17	Invoice	INTERNET SERVICE	09/01/2023	14.44	03/24	602-23-61-5642-230
839-1085 09/	18	Invoice	INTERNET SERVICE	09/01/2023	4.81	03/24	100-23-43-5361-230
839-1085 09/	19	Invoice	INTERNET SERVICE	09/01/2023	19.25	03/24	100-22-42-5233-230
839-1085 09/	20	Invoice	INTERNET SERVICE	09/01/2023	118.62	03/24	601-24-16-5921-230
839-1085 09/	21	Invoice	INTERNET SERVICE	09/01/2023	20.84	03/24	602-24-16-5921-230
839-1085 09/	22	Invoice	INTERNET SERVICE	09/01/2023	20.84	03/24	603-24-16-5921-230
839-1085 09/	23	Invoice	INTERNET SERVICE-SCADA	09/01/2023	55.00	03/24	602-23-61-5642-230
Total 839-1085 09/01/23:					403.00		
839-3034 09/	1	Invoice	INTERNET SERVICE/RSVP	09/01/2023	45.00	03/24	100-22-42-5280-230
Total 839-3034 09/01/23:					45.00		
839-7981 09/	1	Invoice	INTERNET SERVICE/FULLER HALL	09/01/2023	30.00	03/24	100-22-42-5233-230
Total 839-7981 09/01/23:					30.00		
Total WOOLSTOCK MUTUAL TELEPHONE ASN (1054):					478.00		
<b>ZEHNER SAFETY (1067)</b>							
2543	1	Invoice	FIRE EXT FOR CHURCH & DEPOT	08/17/2023	244.00	02/24	100-22-42-5221-318
Total 2543:					244.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
2544	1	Invoice	E33 LIGHT BAR REPAIR PARTS	08/17/2023	50.00	02/24	100-21-22-5140-227
Total 2544:					50.00		
Total ZEHNER SAFETY (1067):					294.00		
<b>ZIEGLER, INC. (1071)</b>							
IN001115082	1	Invoice	PARTS/MATERIALS FOR ST #5	08/10/2023	68.75	02/24	204-23-30-5310-314
Total IN001115082:					68.75		
Total ZIEGLER, INC. (1071):					68.75		
Total 09/05/2023:					531,764.49		
Grand Totals:					183,834.90-		

## Report GL Period Summary

GL Period	Amount
04/23	736,409.39-
03/24	25,948.00
11/23	90.00-
02/24	526,716.49
Grand Totals:	183,834.90-

Vendor number hash: 700841  
Vendor number hash - split: 1246416  
Total number of invoices: 192  
Total number of transactions: 379

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	183,834.90-	183,834.90-
Grand Totals:	183,834.90-	183,834.90-



## WEBSTER CITY COMMUNITY HIGH SCHOOL

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1001 Lynx Avenue  
Webster City, IA 50595-1948  
(515) 832-9210  
Fax (515) 832-9215

August 16, 2023

Office of City Manager  
400 Second Street  
Webster City, IA 50595

To Whom It May Concern:

The Webster City High School National Honor Society would like to request a permit for the WCHS Homecoming parade. The parade will take place on Friday, September 8th. It will start at approximately 2:30 PM with parade entries arriving approximately at 1:30.

The proposed parade route would begin at West Twin Parks on Seneca Street at the Bank Street intersection. The participants would line up from north to south on Seneca Street from that intersection. The parade would travel north to Second Street and then turn west and travel to Des Moines Street and continue to the Webster City Middle School where the parade would conclude.

If you have any questions, please contact me, Karen Daniels, at 515-832-9210. Please provide me with a written confirmation of your approval which may be sent to the above address.

Your consideration is appreciated.

Karen Daniels  
National Honor Society Advisor





## MEMORANDUM

**TO:** Mayor and City Council

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

**DATE:** September 5, 2023

**RE:** Amending the Code of Ordinances Pertaining to Chapter 50, Article III, Division 3, to Add Section 50-120, Entitled Solar Energy Systems

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**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. The recommendation is 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 held. 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.

The suggested amendment was taken to the Planning and Zoning Commission for their recommendation on August 14, 2023. They discussed and came to an agreement to recommend the approval of the amendment.

**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:** Approve first reading of the ordinance.

**ORDINANCE NO. \_**

**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





## MEMORANDUM

**TO:** Mayor and City Council

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

**DATE:** September 5, 2023

**RE:** Adopt a Resolution Finally Approving and Confirming Plans, Specifications and Form of Contract and Estimate of Cost for the 2023 Sanitary Sewer Rehabilitation Project including Bid Alternate one and two and Awarding Contract to Nels Pederson in the Amount of \$296,444.50 and Committing Necessary Funds to Complete the Project

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**SUMMARY:** The 2023 Sanitary Sewer Rehabilitation Project plans and specifications request for proposals has closed. The City received three bids with the lowest bidder coming in at \$296,444.50 for the base bid and two bid alternatives. The improvement area includes three spot repairs, eight slip line locations, and two spot repair bid alternatives. City Staff and consulting engineers recommend the City Council authorize staff to award the project to Nels Pederson.

**PREVIOUS COUNCIL ACTION:** The Council approved Amendment No. 20 with Snyder and Associates to provide professional services needed for the CIPP Project on August 1, 2022. On August 7, 2023, the City Council adopted a resolution providing for notice of hearing on proposed plans and specifications and proposed form of contract and estimate of cost.

**BACKGROUND/DISCUSSION:** On August 22, 2023 at 2:00 pm., city staff opened three bids received for the 2023 Sanitary Sewer Rehabilitation Project. The City Received the following bids:

	<b>Base Bid</b>	<b>Bid Alt #1</b>	<b>Bid Alt #2</b>	<b>Total \$</b>
<b>Nels Pederson</b>	\$261,304.50	\$16,800.00	\$18,340.00	\$296,444.50
<b>Visu Sewer</b>	\$302,455.50	\$14,217.50	\$16,424.00	\$333,097.00
<b>Municipal Pipe Tool</b>	\$286,662.25	\$17,262.50	\$20,187.50	\$324,112.25

The City combined fiscal year 21-22 and 22-23 budgets for a total of \$650,000 as part of the Capital Improvement Plan. The engineers estimate for construction was \$474,700.00. Engineering, construction, and administration costs were \$100,000.00 and DNR Facility Plan was \$16,500.00. Overall, the total estimated project cost was \$609,200.00; however, bids came in under projected estimates. The actual project cost will be \$412,944.50.

**FINANCIAL IMPLICATIONS:** This will be absorbed through the Sanitary Sewer Capital Improvement Project fund. The City budgeted \$650,000 for the 2023 Sanitary Sewer Rehabilitation Project. The total project cost is approximately \$237,000 under budget.

**RECOMMENDATION:** Staff recommends the City Council adopt a resolution authorizing finally approving and confirming plans, specifications and form of contract and estimate of cost for the 2023 Sanitary Sewer Rehabilitation Project including Bid alternative one and two and awarding contract to Nels Pederson in the Amount of \$296,444.50.

## Memorandum

**To:** Biridiana Bishop, Assistant City Manager      **Date:** August 30, 2023

**From:** Toni R. Tabbert, P.E.

**CC:** Brandon Bahrenfuss, Street Department Supervisor  
John Haldeman, P.E., Snyder & Associates, Inc.

**RE:** Project No. 09-23-010-1: 2023 Sanitary Sewer Rehabilitation Project – Bid Bond Review

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During a review of the documents submitted during the August 22, 2023 bid letting it was observed the lowest bidder, Nels Pederson Co., Inc., had submitted a different bid bond form than what was provided in the bidding documents.

After further review by Snyder & Associates, Inc. and the City's Legal Council it has been determined that eventhough the submitted bid bond was not on the form provided in the bidding documents, the bidder did not gain a competitive advantage by using a different bid bond. Also, the bid bond that was submitted met the 10 % amount requirement and is a legitimate bond from a reputable bonding company.

In order to negate the potential "competitive advantage" argument, we have asked the low bidder (Nels Pederson Co, Inc) to submit a bid bond on the form provided in the bidding documents before the September 5<sup>th</sup>, 2023 City Council meeting. Submitting the bid bond on the bidding documents form reiterates the bidder's intent and his acknowledgement that our bid bond form superseded theirs.

The bid bond ensures that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Webster City, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. Nels Pederson Company, Inc. is a reputable contractor and will meet this requirement within a timely manner.

Therefore, it is recommended that the Council waive the irregularity and award the project to Nels Pederson, Inc.



August 30, 2023

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

RE: CITY PROJECT 9-23-010-1: 2023 SANITARY SEWER REHABILITATION PROJECT  
BID LETTING RESULTS AND RECOMMENDATION FOR AWARD

Dear Biri:

The bid letting for the 2023 Sanitary Sewer Rehab Project was held Tuesday, August 22, 2023, with three (3) bids submitted. Based on the unit prices and calculation of the total bid amounts, the lowest bidder was Nels Pederson Company, Inc. A summary of the bid results is provided below, and the bid tabulation is attached for additional information.

	NELS PEDERSON CO., INC BADGER, IA	MUNICIPAL PIPE TOOL CO LLC HUDSON, IA	VISU-SEWER, INC. PEWAUKEE, WI
TOTAL CONSTRUCTION BASE BID	\$261,304.50	\$286,662.25	\$302,455.50
TOTAL CONSTRUCTION BASE BID + ALT 1	\$16,800.00	\$17,262.50	\$14,217.50
TOTAL CONSTRUCTION BASE BID + ALT 2	\$18,340.00	\$20,187.50	\$16,424.00
TOTAL CONSTRUCTION BASE BID + ALT 1 & ALT 2	\$296,444.50	\$324,112.25	\$333,097.00

Snyder & Associates has worked with Nels Pederson Company, Inc. successfully in the past, where Nels Pederson Company, Inc. has performed sewer repair and rehabilitation projects for the City of Webster City: 2019 Sewer Rehabilitation & Repair and 2020 Sewer Rehabilitation & Repair Project. Nels Pederson Company, Inc. currently has a strong working relationship with the City. We believe that Nels Pederson Company, Inc. can successfully complete this project.

Snyder & Associates recommends award to Nels Pederson Company, Inc. for the Base Bid of \$261,304.50, Bid Alt #1 of \$16,800.00, and Bid Alt #2 of \$18,340.00 for a Total Construction cost of \$296,444.50.

If you have any questions, please call me at 515-231-8871 or email me at [ttabbert@snyder-associates.com](mailto:ttabbert@snyder-associates.com). Thank you.

Respectfully,

SNYDER & ASSOCIATES, INC.

Toni R. Tabbert, P.E.

Cc: John Haldeman, P.E.

ENGINEER'S CONCEPTUAL OPINION OF PROBABLE PROJECT COSTS



2023 SANITARY SEWER REHAB  
WEBSTER CITY, IA  
PROJECT NO. 122.1080.01A  
Prepared: July 28, 2023

			BASE BID											BID ALT #1	BID ALT #2				
IT E M #	ITEM CODE	DESCRIPTION	SUPERIOR ST I16-80 TO I16-85	BELL AVE TO HIGH ST J14-30 TO J14- 25	CRESTVIEW DRIVE H18-100 TO H18- 95	OHIO ST H16-115 TO H16-120	KAMEN DR G18-45 TO G18-50	LOCUST ST F16-10 TO F16-15	MAPLE AVE MHJ13-20 TO MHJ13-25	WALNUT ST H15-25 TO H15-30	MAPLE AVE J13-05 (DEAD END) TO J13-10	RODLYN RD G17-25 TO G17-20	WALNUT ST G14-215 TO G14-210	KATHY LN G15-145 TO G15-150	MACKINLEY KANTOR DR MH E12-15 TO MH E12-10	TOTAL QTY	UNIT	UNIT PRICE	EXTENDED PRICE
		<b>Trench and Trenchless Construction</b>																	
1	3010-108-C-0	Trench Foundation									10	5			5	20	TON	\$ 45.00	\$ 900.00
2	4050-108-A-1	Pre-Rehabilitation Pipe Cleaning and Inspection, 4" to 12"	45	400	400	46	84	260	265				312		400	2520	LF	\$ 3.50	\$ 8,820.00
3	4050-108-A-1	Pre-Rehabilitation Pipe Cleaning and Inspection, > 12"								297	100					397	LF	\$ 4.50	\$ 1,786.50
4	4050-108-A-1	Additional Sewer Cleaning, 4" to 12"	(2)				2	2								4	HR	\$ 330.00	\$ 1,320.00
5	4050-108-A-3	Remove Protruding Service Connections							1	1			1			3	EA	\$ 300.00	\$ 900.00
6	4050-108-A-4	Post-Rehabilitation Pipe Inspection, 4" to 12"	(1)								45	308	312		400	1065	LF	\$ 3.00	\$ 3,195.00
7	4050-108-B-1	CIPP Main Lining, 8"	45	400			84	260	265							1054	LF	\$ 35.00	\$ 36,890.00
8	4050-108-B-1	CIPP Main Lining, 10"			400											400	LF	\$ 45.00	\$ 18,000.00
9	4050-108-B-1	CIPP Main Lining, 15"				46				297						343	LF	\$ 60.00	\$ 20,580.00
10	4050-108-B-1	CIPP End Seals, 8" Diam.	2	2			2	2								8	EA	\$ 150.00	\$ 1,200.00
11	4050-108-B-1	CIPP End Seals, 10" Diam.			2											2	EA	\$ 160.00	\$ 320.00
12	4050-108-B-1	CIPP End Seals, 15" Diam.				2				2						4	EA	\$ 250.00	\$ 1,000.00
13	4050-108-B-1	Lateral T-Liners, 4" to 6"		1												1	EA	\$ 4,500.00	\$ 4,500.00
14	4050-108-B-2	Sanitary Sewer Service Reinstatement		10	11		1		4	8						34	EA	\$ 275.00	\$ 9,350.00
15	4050-108-F-1	Pressure Testing of Mainline Sewer Joints, 8-inch					2									2	EA	\$ 50.00	\$ 100.00
16	4050-108-F-2	Injection Grouting of Mainline Sewer Joints, 8-inch					2									2	EA	\$ 50.00	\$ 100.00
17	4050-108-F-3	Pressure Testing of Service Connections, on 8-inch Main		5					2							7	EA	\$ 400.00	\$ 2,800.00
18	4050-108-F-3	Pressure Testing of Service Connections, on 10-inch Main			5											5	EA	\$ 400.00	\$ 2,000.00
19	4050-108-F-3	Pressure Testing of Service Connections, on 15-inch Main								8						8	EA	\$ 500.00	\$ 4,000.00
20	4050-108-F-4	Injection Grouting of Service Connections, on 8-inch Main		5					2							7	EA	\$ 50.00	\$ 350.00
21	4050-108-F-4	Injection Grouting of Service Connections, on 10-inch Main			5											5	EA	\$ 50.00	\$ 250.00
22	4050-108-F-4	Injection Grouting of Service Connections, on 15-inch Main								8						8	EA	\$ 75.00	\$ 600.00
23	4050-108-F-5	Chemical Grout	(3)	10	10		4		4	16						44	GAL	\$ 30.00	\$ 1,320.00
24	4050-108-F-0	Removal of Sanitary Sewer, 4" to 12"									100	20	10	10	40	180	LF	\$ 10.00	\$ 1,800.00
25	4050-108-F-1	Spot Repairs by Pipe Replacement, PVC, <15" Diam, <12' Depth									100	20	10	10	40	180	LF	\$ 750.00	\$ 135,000.00
26	---	Sanitary Sewer Service Reconnection									2		1			3	EA	\$ 1,200.00	\$ 3,600.00
27	---	Bypass Pumping														1	LS	\$ 24,000.00	\$ 24,000.00
28	6010-108-E-0	Manhole Adjustment, Minor									2					2	EA	\$ 2,000.00	\$ 4,000.00
29	6010-108-G-0	Connection to Existing Manhole									2					2	EA	\$ 2,500.00	\$ 5,000.00
30	7010-108-I-0	PCC Pavement Samples and Testing									1	1	1	1		4	LS	\$ 10,000	\$ 40,000.00
31	7040-108-A-0	Full Depth Patch, PCC									200	30		30		260	SY	\$ 200	\$ 52,000.00
32	7040-108-A-0	Full Depth Patch, HMA											70			70	SY	\$ 80	\$ 5,600.00
33	7030-999-A-0	Granular Surfacing, 6 Inch Thickness (Temporary or Permanent)									10	5	5	5	20	45	TON	\$ 40.00	\$ 1,800.00
34	8030-108-A-0	Temporary Traffic Control														1	LS	\$ 14,000.00	\$ 14,000.00
35	9020-108-A-0	Conventional Seeding, Seeding, Fertilizing, and Mulching													0.1	0.1	AC	\$ 10,000.00	\$ 1,000.00
36	--	Linear Erosion Control													80	80	LF	\$ 4.00	\$ 320.00
37	--	Linear Erosion Control, Rremoval of Device													80	80	LF	\$ 2.00	\$ 160.00
38	11.020-108-A	Mobilization														1	LS	\$ 23,000.00	\$ 23,000.00

Subtotal: \$ 431,561.50  
Contingency (10%): \$ 43,156.00  
CONSTRUCTION TOTAL: \$ 474,700.00

Other Project Costs

Facility Plan Report: \$ 16,500.00  
CDBG Grant Administration: \$ 18,000.00  
Engineering, Construction, and Administration: \$ 100,000.00

TOTAL ESTIMATED PROJECT COST: \$ 609,200.00

Notes and Assumptions

- (1) Assumes Post Rehabilitation Inspection will only be performed at spot repair locations.  
(2) Assumes a total of 40 hours of additional cleaning will be required on E Second St.  
(3) Assumes 2 gallons of grout will be used for each joint and lateral.

TABULATION OF BIDS  
2023 Sanitary Sewer Rehabilitation Project  
City of Webster City  
Project No.: 122.1080.01A  
Bid Date/Time: August 22, 2023 at 2:00 PM

Project No.: 122.1080.01A							1		2		3	
Bid Date/Time: August 22, 2023 at 2:00 PM					ENGINEER'S ESTIMATE		NELS PEDERSON COMPANY, INC BADGER, IOWA		MUNICIPAL PIPE TOOL CO LLC HUDSON, IOWA		VISU-SEWER, INC. PEWAUKEE, WISCONSIN	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
1	TRENCH FOUNDATION	TON	15	\$ 45.00	\$ 675.00	\$ 30.00	\$ 450.00	\$ 32.00	\$ 480.00	\$ 33.00	\$ 495.00	
2	PRE-REHABILITATION PIPE CLEANING AND INSPECTION, 4" TO 12"	LF	1500	\$ 3.50	\$ 5,250.00	\$ 2.50	\$ 3,750.00	\$ 2.25	\$ 3,375.00	\$ 4.00	\$ 6,000.00	
3	PRE-REHABILITATION PIPE CLEANING AND INSPECTION, > 12"	LF	297	\$ 4.50	\$ 1,336.50	\$ 2.50	\$ 742.50	\$ 2.25	\$ 668.25	\$ 4.00	\$ 1,188.00	
4	ADDITIONAL SEWER CLEANING, 4" TO 12"	HR	4	\$ 330.00	\$ 1,320.00	\$ 633.00	\$ 2,532.00	\$ 575.00	\$ 2,300.00	\$ 350.00	\$ 1,400.00	
5	REMOVE PROTRUDING SERVICE CONNECTIONS	EA	3	\$ 300.00	\$ 900.00	\$ 330.00	\$ 990.00	\$ 300.00	\$ 900.00	\$ 300.00	\$ 900.00	
6	POST-REHABILITATION PIPE INSPECTION, 4" TO 12"	LF	720	\$ 3.00	\$ 2,160.00	\$ 1.50	\$ 1,080.00	\$ 1.00	\$ 720.00	\$ 3.00	\$ 2,160.00	
7	CIPP MAIN LINING, 8"	LF	1054	\$ 35.00	\$ 36,890.00	\$ 41.00	\$ 43,214.00	\$ 37.00	\$ 38,998.00	\$ 41.25	\$ 43,477.50	
8	CIPP MAIN LINING, 10"	LF	400	\$ 45.00	\$ 18,000.00	\$ 46.00	\$ 18,400.00	\$ 42.00	\$ 16,800.00	\$ 38.50	\$ 15,400.00	
9	CIPP MAIN LINING, 15"	LF	343	\$ 60.00	\$ 20,580.00	\$ 90.00	\$ 30,870.00	\$ 82.00	\$ 28,126.00	\$ 125.00	\$ 42,875.00	
10	CIPP END SEALS, 8" DIAM.	EA	8	\$ 150.00	\$ 1,200.00	\$ 170.00	\$ 1,360.00	\$ 155.00	\$ 1,240.00	\$ 200.00	\$ 1,600.00	
11	CIPP END SEALS, 10" DIAM.	EA	2	\$ 160.00	\$ 320.00	\$ 220.00	\$ 440.00	\$ 200.00	\$ 400.00	\$ 220.00	\$ 440.00	
12	CIPP END SEALS, 15" DIAM.	EA	4	\$ 250.00	\$ 1,000.00	\$ 275.00	\$ 1,100.00	\$ 250.00	\$ 1,000.00	\$ 250.00	\$ 1,000.00	
13	LATERAL T-LINERS, 4" TO 6"	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 5,200.00	\$ 5,200.00	\$ 4,725.00	\$ 4,725.00	\$ 5,000.00	\$ 5,000.00	
14	SANITARY SEWER SERVICE REINSTATEMENT	EA	34	\$ 275.00	\$ 9,350.00	\$ 84.00	\$ 2,856.00	\$ 75.00	\$ 2,550.00	\$ 100.00	\$ 3,400.00	
15	PRESSURE TESTING OF MAINLINE SEWER JOINTS, 8-INCH	EA	2	\$ 50.00	\$ 100.00	\$ 825.00	\$ 1,650.00	\$ 750.00	\$ 1,500.00	\$ 2,250.00	\$ 4,500.00	
16	INJECTION GROUTING OF MAINLINE SEWER JOINTS, 8-INCH	EA	2	\$ 50.00	\$ 100.00	\$ 55.00	\$ 110.00	\$ 50.00	\$ 100.00	\$ 10.00	\$ 20.00	
17	PRESSURE TESTING OF SERVICE CONNECTIONS, ON 8-INCH MAIN	EA	7	\$ 400.00	\$ 2,800.00	\$ 825.00	\$ 5,775.00	\$ 750.00	\$ 5,250.00	\$ 566.00	\$ 3,962.00	
18	PRESSURE TESTING OF SERVICE CONNECTIONS, ON 10-INCH MAIN	EA	5	\$ 400.00	\$ 2,000.00	\$ 825.00	\$ 4,125.00	\$ 750.00	\$ 3,750.00	\$ 566.00	\$ 2,830.00	
19	PRESSURE TESTING OF SERVICE CONNECTIONS, ON 15-INCH MAIN	EA	8	\$ 500.00	\$ 4,000.00	\$ 825.00	\$ 6,600.00	\$ 750.00	\$ 6,000.00	\$ 566.00	\$ 4,528.00	
20	INJECTION GROUTING OF SERVICE CONNECTIONS, ON 8-INCH MAIN	EA	7	\$ 50.00	\$ 350.00	\$ 55.00	\$ 385.00	\$ 50.00	\$ 350.00	\$ 1.00	\$ 7.00	
21	INJECTION GROUTING OF SERVICE CONNECTIONS, ON 10-INCH MAIN	EA	5	\$ 50.00	\$ 250.00	\$ 55.00	\$ 275.00	\$ 50.00	\$ 250.00	\$ 1.00	\$ 5.00	
22	INJECTION GROUTING OF SERVICE CONNECTIONS, ON 15-INCH MAIN	EA	8	\$ 75.00	\$ 600.00	\$ 100.00	\$ 800.00	\$ 50.00	\$ 400.00	\$ 1.00	\$ 8.00	
23	CHEMICAL GROUT	GAL	44	\$ 30.00	\$ 1,320.00	\$ 25.00	\$ 1,100.00	\$ 20.00	\$ 880.00	\$ 15.00	\$ 660.00	
24	REMOVAL OF SANITARY SEWER, 4" TO 12"	LF	130	\$ 10.00	\$ 1,300.00	\$ 10.00	\$ 1,300.00	\$ 11.00	\$ 1,430.00	\$ 11.00	\$ 1,430.00	
25	SPOT REPAIRS BY PIPE REPLACEMENT, PVC, <15" DIAM, <1' DEPTH	LF	130	\$ 750.00	\$ 97,500.00	\$ 150.00	\$ 19,500.00	\$ 158.00	\$ 20,540.00	\$ 165.00	\$ 21,450.00	
26	SANITARY SEWER SERVICE RECONNCECTION	EA	3	\$ 1,200.00	\$ 3,600.00	\$ 600.00	\$ 1,800.00	\$ 630.00	\$ 1,890.00	\$ 660.00	\$ 1,980.00	
27	BYPASS PUMPING	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,550.00	\$ 1,550.00	\$ 2,600.00 (1)	\$ 2,600.00	
28	MANHOLE ADJUSTMENT, MINOR	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 5,000.00	\$ 10,000.00	\$ 5,250.00	\$ 10,500.00	\$ 5,500.00	\$ 11,000.00	
29	CONNECTION TO EXISTING MANHOLE	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 1,200.00	\$ 2,400.00	\$ 1,260.00	\$ 2,520.00	\$ 1,320.00	\$ 2,640.00	
30	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$ 8,500.00	\$ 8,500.00	\$ 800.00	\$ 800.00	\$ 840.00	\$ 840.00	\$ 880.00	\$ 880.00	
31	FULL DEPTH PATH, PCC	SY	230	\$ 200.00	\$ 46,000.00	\$ 195.00	\$ 44,850.00	\$ 205.00	\$ 47,150.00	\$ 214.50	\$ 49,335.00	
32	FULL DEPTH PATCH, HMA	SY	70	\$ 80.00	\$ 5,600.00	\$ 145.00	\$ 10,150.00	\$ 152.00	\$ 10,640.00	\$ 159.50	\$ 11,165.00	
33	GRANULAR SURFACING, 6-INCH THICKNESS (TEMPORARY OR PERMANENT)	TON	20	\$ 40.00	\$ 800.00	\$ 35.00	\$ 700.00	\$ 37.00	\$ 740.00	\$ 38.50	\$ 770.00	
34	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 7,100.00	\$ 7,100.00	\$ 7,300.00	\$ 7,300.00	
38	MOBILIZATION	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 32,500.00	\$ 32,500.00	\$ 61,000.00	\$ 61,000.00	\$ 50,050.00	\$ 50,050.00	
TOTAL BID:				\$ 340,301.50		(2) \$ 261,304.50		\$ 286,662.25		\$ 302,455.50		
BID SECURITY:						10%		10%		10%		

TABULATION OF BIDS - BID ALT 1  
2023 Sanitary Sewer Rehabilitation Project  
City of Webster City  
Project No.: 122.1080.01A  
Bid Date/Time: August 22, 2023 at 2:00 PM

Project No.: 122.1080.01A						1		2		3			
Bid Date/Time: August 22, 2023 at 2:00 PM						ENGINEER'S ESTIMATE		NELS PEDERSON COMPANY, INC BADGER, IOWA		MUNICIPAL PIPE TOOL CO LLC HUDSON, IOWA		VISU-SEWER, INC. PEWAUKEE, WISCONSIN	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE		TOTAL PRICE		UNIT PRICE		TOTAL PRICE	
ALTERNATIVE 1: KATHY LN. G15-145 TO G15-150													
6	POST-REHABILITATION PIPE INSPECTION, 4" TO 12"	LF	275	\$ 3.00	\$ 825.00	\$ 3.00		\$ 825.00		\$ 550.00	\$ 3.00		\$ 825.00
24	REMOVAL OF SANITARY SEWER, 4" TO 12"	LF	10	\$ 10.00	\$ 100.00	\$ 10.00		\$ 100.00	\$ 11.00	\$ 110.00	\$ 11.00		\$ 110.00
25	SPOT REPAIRS BY PIPE REPLACEMENT, PVC, <15" DIAM, <1' DEPTH	LF	10	\$ 750.00	\$ 7,500.00	\$ 200.00		\$ 2,000.00	\$ 210.00	\$ 2,100.00	\$ 220.00		\$ 2,200.00
27	BYPASS PUMPING	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00		\$ 1,000.00	\$ 1,050.00	\$ 1,050.00	\$ 1,100.00		\$ 1,100.00
30	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 500.00		\$ 500.00	\$ 525.00	\$ 525.00	\$ 550.00		\$ 550.00
31	FULL DEPTH PATH, PCC	SY	30	\$ 200.00	\$ 6,000.00	\$ 195.00		\$ 5,850.00	\$ 205.00	\$ 6,150.00	\$ 214.50		\$ 6,435.00
33	GRANULAR SURFACING, 6-INCH THICKENSS (TEMPORARY OR PERMANENT)	TON	5	\$ 40.00	\$ 200.00	\$ 35.00		\$ 175.00	\$ 37.00	\$ 185.00	\$ 38.50		\$ 192.50
34	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 850.00		\$ 850.00	\$ 1,392.50	\$ 1,392.50	\$ 935.00		\$ 935.00
38	MOBILIZATION	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 5,500.00		\$ 5,500.00	\$ 5,200.00	\$ 5,200.00	\$ 1,870.00		\$ 1,870.00
TOTAL BID:				\$ 21,125.00		\$ 16,800.00		\$ 17,262.50		\$ 14,217.50			

TABULATION OF BIDS - BID ALT 2  
2023 Sanitary Sewer Rehabilitation Project  
City of Webster City  
Project No.: 122.1080.01A  
Bid Date/Time: August 22, 2023 at 2:00 PM

Project No.: 122.1080.01A						1		2		3			
Bid Date/Time: August 22, 2023 at 2:00 PM						ENGINEER'S ESTIMATE		NELS PEDERSON COMPANY, INC BADGER, IOWA		MUNICIPAL PIPE TOOL CO LLC HUDSON, IOWA		VISU-SEWER, INC. PEWAUKEE, WISCONSIN	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE		
	ALTERNATIVE 2: MACKINLEY KANTOR DR. MH E12-15 TO MH E12-10												
1	TRENCH FOUNDATION	TON	5	\$ 45.00	\$ 225.00	\$ 30.00	\$ 150.00	\$ 32.00	\$ 160.00	\$ 33.00	\$ 165.00		
6	POST-REHABILITATION PIPE INSPECTION, 4" TO 12"	LF	400	\$ 3.00	\$ 1,200.00	\$ 5.00	\$ 2,000.00	\$ 3.00	\$ 1,200.00	\$ 3.00	\$ 1,200.00		
24	REMOVAL OF SANITARY SEWER, 4" TO 12"	LF	40	\$ 10.00	\$ 400.00	\$ 10.00	\$ 400.00	\$ 11.00	\$ 440.00	\$ 11.00	\$ 440.00		
25	SPOT REPAIRS BY PIPE REPLACEMENT, PVC <15" DIAM, <12' DEPTH	LF	40	\$ 750.00	\$ 30,000.00	\$ 150.00	\$ 6,000.00	\$ 158.00	\$ 6,320.00	\$ 165.00	\$ 6,600.00		
27	BYPASS PUMPING	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,100.00	\$ 1,100.00		
33	GRANULAR SURFACING, 6-INCH THICKENSS (TEMPORARY OR PERMANENT)	TON	20	\$ 40.00	\$ 800.00	\$ 35.00	\$ 700.00	\$ 37.00	\$ 740.00	\$ 38.50	\$ 770.00		
34	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 850.00	\$ 850.00	\$ 1,392.50	\$ 1,392.50	\$ 935.00	\$ 935.00		
35	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.1	\$ 10,000.00	\$ 1,000.00	\$ 13,000.00	\$ 1,300.00	\$ 24,150.00	\$ 2,415.00	\$ 25,300.00	\$ 2,530.00		
36	LINEAR EROSION CONTROL	LF	80	\$ 4.00	\$ 320.00	\$ 13.00	\$ 1,040.00	\$ 14.00	\$ 1,120.00	\$ 14.30	\$ 1,144.00		
37	LINEAR EROSION CONTROL, REMOVAL OF DEVICE	LF	80	\$ 2.00	\$ 160.00	\$ 5.00	\$ 400.00	\$ 5.00	\$ 400.00	\$ 5.50	\$ 440.00		
38	MOBILIZATION	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 1,100.00	\$ 1,100.00		
TOTAL BID:				\$ 40,105.00		(2) \$ 18,340.00		\$ 20,187.50		\$ 16,424.00			

TOTAL CONSTRUCTION BASE BID	\$ 340,301.50	\$ 261,304.50	\$ 286,662.25	\$ 302,455.50
TOTAL CONSTRUCTION BASE BID + ALT 1	\$ 21,125.00	\$ 16,800.00	\$ 17,262.50	\$ 14,217.50
TOTAL CONSTRUCTION BASE BID + ALT 2	\$ 40,105.00	\$ 18,340.00	\$ 20,187.50	\$ 16,424.00
TOTAL CONSTRUCTION BASE BID + ALT 1 & ALT 2	\$ 401,531.50	\$ 296,444.50	\$ 324,112.25	\$ 333,097.00

Notes

(1) Extended bid price was incorrectly listed as \$10,400.00. Does not affect bid result.

**RESOLUTION NO. 2023 - \_\_\_\_**

**RESOLUTION FINALLY APPROVING AND CONFIRMING PLANS, SPECIFICATIONS AND  
FORM OF CONTRACT AND ESTIMATE OF COST FOR THE  
2023 SANITARY SEWER REHABILITATION PROJECT INCLUDING  
BID ALTERNATIVE ONE AND TWO AND AWARDING CONTRACT TO  
NELS PEDERSON IN THE AMOUNT OF \$296,444.50**

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

**WHEREAS**, this council has heretofore approved plans, specifications and form of contract for the proposed construction and CIPP (slip line) of the 2023 Sanitary Sewer Rehabilitation Project, as described in the resolution providing for a notice of hearing on proposed plans and specifications and proposed form of contract for such 2023 Sanitary Sewer Rehabilitation Project and the taking of bids therefor; and,

**WHEREAS**, hearing has been held on the proposed plans, specifications, and form of contract and to the cost of the CIPP Sanitary Sewer Rehabilitation Project, and no written or oral objections were presented; and,

**WHEREAS**, pursuant to notice duly published in the manner and form prescribed by resolution of this council and as required by law, bids and proposals were received by this council for the 2023 Sanitary Sewer Rehabilitation Project; and,

**WHEREAS**, all of the said bids and proposals have been carefully considered by city staff and engineering advisors; and,

**WHEREAS**, both bid alternative one and two will be completed as part of the project; and,

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

**Section 1.** That the plans, specifications and form of contract, and estimate of cost referred to in the preamble hereof be and the same are hereby finally approved and the prior action of the Council approving them is hereby finally confirmed, and the aforementioned public improvement to be constructed in accordance with the plans, specifications and form of contract is necessary and desirable.

**Section 2.** The bid for the project submitted by the following contractor is fully responsive to the plans and specifications for the project, heretofore approved by the Council, and is the lowest responsible bid received, such bid being as follows:

<b>Nels Pederson</b>	\$261,304.50	\$16,800.00	\$18,340.00	\$296,444.50
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**Section 3.** The contract for the Project be and the same is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

**Section 4.** The Mayor and City Clerk are hereby authorized and directed to enter into a written contract with said contractor for the project

**Section 5.** The amount of the contractor's performance and/or payment bonds is hereby fixed and determined to be 100% of the amount of the contract.

Passed and approved this 5th day of September, 2023.

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

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

**RESOLUTION NO. 2023 -**

**AUTHORIZING THE MAYOR AND CITY CLERK  
TO AMEND THE SALARY OF THE CITY MANAGER**

WHEREAS, the City of Webster City, Iowa (the "City") and City Manager Daniel Ortiz-Hernandez are parties to an employment agreement; and

WHEREAS, said employment agreement requires the City to evaluate the performance of the City Manager on an annual basis; and

WHEREAS, the City has evaluated Employee's performance on August 21, 2023; and

WHEREAS, said employment agreement provides that an evaluation of Employee's performance will be completed on an annual basis or more frequently, if desired by Employer; and

WHEREAS, said employment agreement provides that the Employer may increase said base salary and other benefits of the Employee in amounts and to such extent as the Employer may determine desirable on the basis of annual performance and salary review; and

WHEREAS, the City desires to amend the agreement with the following change:

Annual Salary effective July 21, 2023 - \$143,000.00

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, Iowa that the Mayor and City Clerk are hereby authorized to amend the employment agreement with City Manager Daniel Ortiz-Hernandez with the City of Webster City, Iowa to reflect the above change.

Passed and adopted this 5th day of September, 2023.

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John Hawkins, Mayor

ATTEST:

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Karyl K. Bonjour, City Clerk



## MEMORANDUM

**TO:** Mayor and City Council

**FROM:** Derrick Drube, ROW Inspector  
Biridiana Bishop, Assistant City Manager  
Daniel Ortiz-Hernandez, City Manager

**DATE:** September 5, 2023

**RE:** Adopt a Resolution Authorizing the Mayor to Sign and Execute Amendment No. 27 to the On-Call Street Paving Specialist Agreement with Snyder & Associates Inc. to provide additional Professional Services needed for 2024 HMA Street Improvement Project for 600 Block of Elm Street and 500 Block of Webster Street.

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**SUMMARY:** On an annual basis, the City strives to conduct 1-2 road improvement projects in the community in order to improve the condition of our roads and increase the overall pavement condition index in our community. Amendment No. 27 provides the Scope of Services for the preliminary and final design, limited topographic survey, limited utility coordination, plan preparation, contract documents, bid assistance services, and construction services for the 2024 HMA Street Improvements within the City of Webster City at two locations.

1. Elm Street (600 block) from and including the Des Moines Street intersection to Willson Avenue;
2. Webster Street (500 block) from Willson Avenue to Seneca Street;

### PREVIOUS COUNCIL ACTION:

- The Council approved an agreement with Snyder & Associates to provide On-Call Paving Specialist Services on February 6, 2017.
- City Council Approved CIP-CEP Plan for FY 2024 – 2028 on April 3, 2023.

**BACKGROUND/DISCUSSION:** There are two locations in this project, Elm Street (600 block) from and including the Des Moines Street intersection to Willson Avenue, Webster Street (500 Block) from Willson Avenue to Seneca Street.

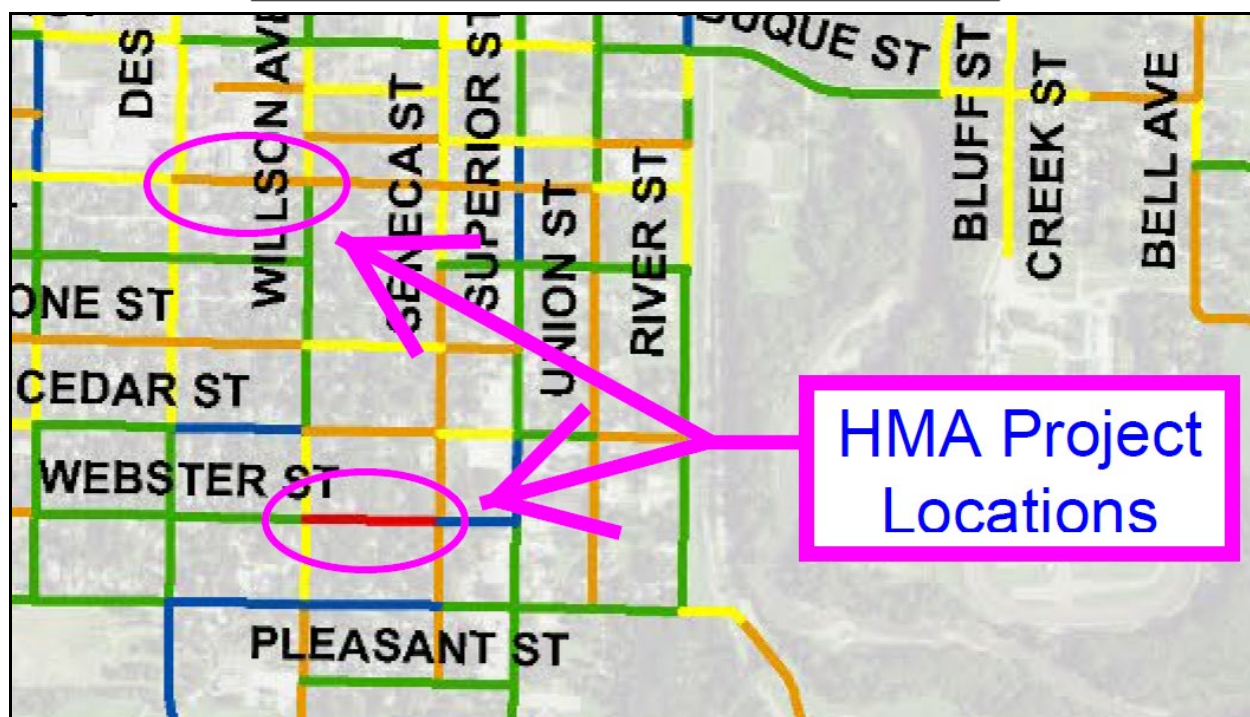
The project includes, segments of curb and gutter replacement, pavement milling, HMA resurfacing, concrete driveway replacements, ADA ramp compliance improvements at locations required by Federal regulation, traffic control and staging plans, and utility fixture adjustments. Utility pipe or structure replacements are not anticipated for this Project.

Snyder & Associates provided the City with a Pavement Management Report on January 29, 2021 with the report being updated on October 15, 2021. The report rated City streets into 5 categories using a PCI Range (Pavement Condition Index & Classification). The Pavement Condition Index (PCI) rating schedule from 0 to 100 with 100 being representative of a brand new pavement with no distress. A pavement

with an excellent condition has a PCI in the range of 81 to 100 and is displayed in blue. A very poor pavement has a PCI of 0 to 20 and is shown in red. The 600 block of Elm Street has a PCI rating between of “Poor” being in the 21-40 range, while the 500 block of Webster Street has a PCI rating of “Very Poor” being in the 0-20 range.

**Table 1- Pavement Condition Index (PCI) & Classification**

PCI Range	Condition Classification
81-100	Excellent
61-80	Good
41-60	Fair
21-40	Poor
0-20	Very Poor



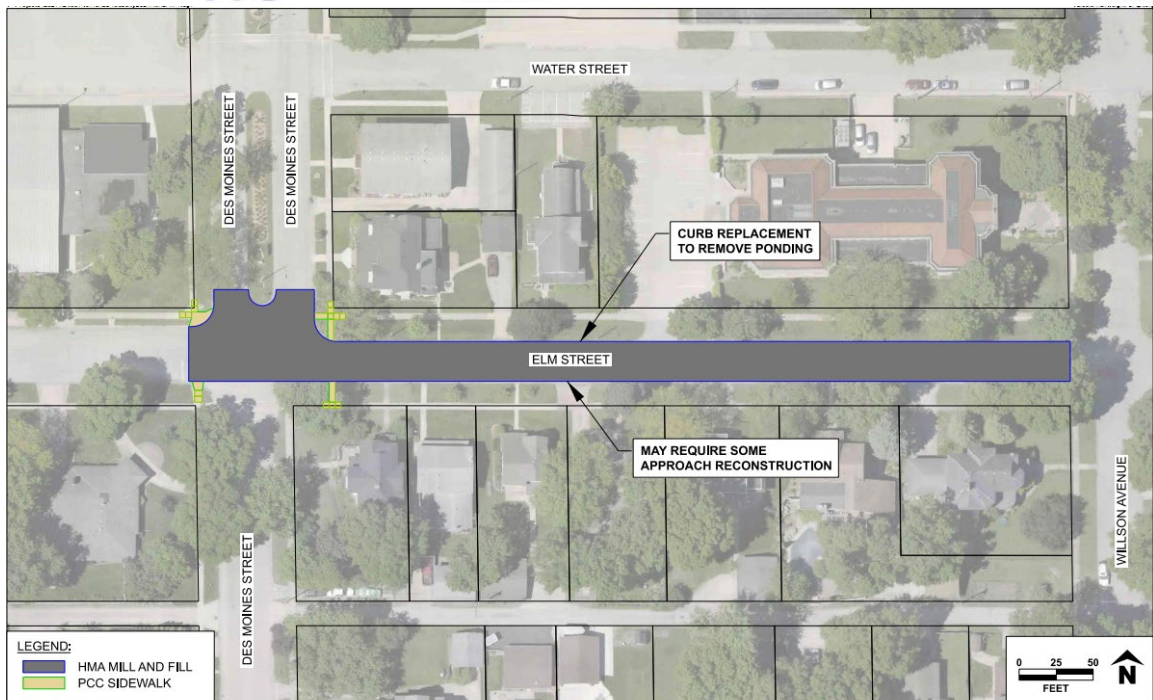
The anticipated schedule for the project is as follows:

Task Completion	Completion Date
City Council Approve Contract	September 5, 2023
Complete Topographic Survey	September 22, 2023
Submit Preliminary Plans (50%)	October 18, 2023
Submit Check Plans (90%)	November 8, 2023
Complete Final Plans and Contract Documents	November 17, 2023
City Council set Letting and Hearing Dates	November 20, 2023
Bid Letting	December 14, 2023
Memo – Engineer Letter of Recommendation	December 15, 2023
City Council Review Bids Received / Contract Award	January 2, 2024
Preconstruction Meeting	May 2024
Early Start Construction	June 10, 2024
Late Start Construction	July 1, 2024
End Construction	August 12, 2024





SNYDER & ASSOCIATES WC WEBSTER CITY 2024 HMA STREET IMPROVEMENT PROJECT WEBSTER STREET - EXHIBIT E - 2 OF 2 8/9/2023



SNYDER & ASSOCIATES WC WEBSTER CITY 2024 HMA STREET IMPROVEMENT PROJECT ELM STREET - EXHIBIT E - 1 OF 2 8/9/2023

Capital Improvement Plan (CIP) and Capital Equipment Plan (CEP) for Fiscal Year 2024 – 2028 were approved on April 3, 2023. Approved plans and project descriptions are available on the City' website at <https://webstercity.com/wp-content/uploads/2023/04/CIP-CEP.pdf>.

**FINANCIAL IMPLICATIONS:** Amendment No. 27 Engineer cost Estimate is \$68,100 falling below the \$80,000 budgeted for FY 23-24 coming out of LOSST funds. Construction costs are estimated to be \$595,000 and currently slated to come out of the FY 24-25 LOSST funds.

**RECOMMENDATION:** Staff recommends the City Council adopt a resolution authorizing the Mayor to sign and execute Amendment No. 27 with Snyder and Associates to provide professional services for the 2024 HMA Street Improvements Project.

**RESOLUTION NO. 2023 –**

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE AMENDMENT NO. 27 WITH  
SNYDER AND ASSOCIATES TO PROVIDE ADDITIONAL PROFESSIONAL SERVICES NEEDED  
FOR 2024 HMA STREET IMPROVEMENTS PROJECT**

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

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

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

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

**SECTION 1:** Authorizes the Mayor to sign and execute Amendment No. 27 with Snyder and Associates to complete the 2024 HMA Street Improvements Project.

Passed and adopted this 5<sup>th</sup> day of September, 2023.

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John Hawkins, Mayor

ATTEST:

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Karyl K. Bonjour, City Clerk

**Exhibit “A”**

**Amendment No. 27**



# WEBSTER CITY, IOWA

## AMENDMENT NO. 27 TO THE AGREEMENT FOR PROFESSIONAL SERVICES FOR THE ON-CALL STREET PAVING SPECIALIST

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

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

1. **Engagement.** The City hereby engages the Professional to perform work necessary to provide all services as described in the Scope of Work in connection with this Amendment to the Contract.
2. **Scope of Work.** The Professional shall perform in a competent and professional manner, the Scope of Work as set forth in **Exhibit "A"** attached hereto and by reference incorporated herein.
3. **Completion.** The Professional shall commence work immediately upon receipt of a written notice from the City and complete the Scope of Work in an expeditious and professional manner as set forth in **Exhibit "B"** attached hereto and by reference incorporated herein.
4. **Payment.** The prices for work performed by the Professional on this Amendment shall not exceed those prices as set forth in **Exhibit "C"** attached hereto and by reference incorporated herein.
5. **Fee Schedule.** Billing rates for work performed under this Agreement shall be in accordance with **Exhibit "D"**.
6. **Project Location Maps.** Project location maps depicting the limits and Scope of Work are included in this Agreement as **Exhibit "E"**.

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

CITY OF WEBSTER CITY, IOWA

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John Hawkins, Mayor

Dated: September 5, 2023

SNYDER & ASSOCIATES, INC.

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# **EXHIBIT “A”**

## **SCOPE OF WORK**

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

### **I. GENERAL**

#### **2024 HMA STREET IMPROVEMENTS PROJECT**

This Scope of Services is for the preliminary and final design, limited topographic survey, limited utility coordination, plan preparation, contract documents, bid assistance services, and construction services for the HMA Street Improvements within the City of Webster City at two locations:

1. Elm Street (600 block) from and including the Des Moines Street intersection to Willson Avenue;
2. Webster Street (500 block) from Willson Avenue to Seneca Street.

The project includes, segments of curb and gutter replacement, pavement milling, HMA resurfacing, concrete driveway replacements, ADA ramp compliance improvements at locations required by Federal regulation, traffic control and staging plans, and utility fixture adjustments. Utility pipe or structure replacements are not anticipated for this Project.

The staging plan will be developed to maintain access to residences and businesses during construction. It is anticipated detour routing will not be required except when pavement resurfacing is being performed.

The scope of the project will be adjusted to meet the City’s available budget.

Refer to Exhibit E for locations, limits, and scope details.

One plan set will be prepared for the project. It is anticipated the bid letting for the project will be in December of 2023 with construction in the Summer of 2024 (starting after 7/1/24).

The project scope does not include the acquisition of temporary or permanent easement plats, exhibits, or acquisitions.

### **II. BASIC SERVICES**

The following basic services will be provided where applicable.

#### **A. PROJECT DEVELOPMENT**

An initial project meeting will be held with the representatives of the City to establish lines of communication regarding elements of the scope and schedule, set design parameters for the project, and review replacement locations. One additional meeting will be held for the purpose of reviewing design and reviewing budget considerations as the project progresses.

## B. PROJECT ADMINISTRATION

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

1. Necessary project coordination efforts by the Professional to assure proper integration of participation levels from the Professional's staff, and the City.
2. Utility coordination will be limited to obtaining base mapping and notifying the utilities of the Project. No utility relocations are anticipated.
3. The Professional shall work with the City to develop a schedule for the project. Anticipated preliminary schedules are outlined in Exhibit "B".
4. The Professional will provide to the City a monthly project status report. This written report will be submitted in such a way that is suitable for the use as a City Council information item. Accompanying this report at monthly intervals, the Professional will submit a certified invoice for allowable cost incurred for the performance of the project agreement. Invoice statements will be based on actual cost incurred by the Professional per invoice period. All invoices will be documented, detailing the work performed by the Professional during the invoice period.

## C. PRELIMINARY SURVEY

For the 2024 HMA Street Improvements Project, the Professional will complete a limited topographic survey of the project corridor to gather necessary information for design and plan preparation. The topographic survey will be limited to information needed to design ADA ramps, Des Moines Street intersection overlay, and gutter flowlines and back of curb on Webster Street and Elm Street to consider possible drainage improvements. Valves, manholes and other in pavement fixtures will be surveyed in designated topographic locations only. Other valves and manholes will be identified per the City's GIS information. The survey will be used to prepare a base map and digital terrain model. Topographic survey will include primarily the specific features listed above. Boundary retracement surveys will not be performed.

The utility portion of the survey shall be created using the field survey and information provided to the Professional from the utility owners by either existing record and or physical field locates. The Professional shall make a diligent attempt to make an accurate representation of underground utilities, vaults and related items but no guarantee can be made as to the condition or location horizontally or vertically between each structure. This portion of the topographic survey would constitute a level "C" utility survey as outlined by the Subsurface Utility Engineering profession. Additional work may be required to upgrade to level "B" or better during advanced states of design and that work would be considered extra services as outlined in Section IV - Additional Services.

## D. DESIGN, PLANS, AND CONTRACT DOCUMENTS

The Professional will design and prepare plan documents for review, comment, and coordination. The plans will address significant project features such as sidewalk/ramp replacement limits, milling and overlay limits, and other design issues that would affect the limits of construction.

Pavement coring services have not been included but existing pavement depths will be established by hand drilling methods. Geotechnical Services are not included in the design scope.

The Professional will prepare plans for bidding in accordance with the City's process. Plan sets will include construction details, layout information, tabulations, and quantities. Production will include submittal of final plans, and contract documents for review and approval. All plans will be created on bond paper, with an 11" x 17" size. Final Plans will be certified by a Licensed Professional Engineer, licensed in the State of Iowa.

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

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

#### E. ACQUISITION PLATS, EASEMENT PLATS, AND TEMPORARY CONSTRUCTION EASEMENT EXHIBITS

These services are not anticipated. Required services will be considered as additional services.

#### F. PUBLIC PARTICIPATION

Public participation meetings are not included in this Scope of Services. The Professional will prepare a Public Information Letter for the residents and businesses impacted by the projects to be mailed after the bid letting and prior to construction start of the project.

### III. CONSTRUCTION SERVICES

#### A. CONSTRUCTION ADMINISTRATION

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

1. During the construction phases, the Professional shall specify the testing of materials and administrative procedures as per the City's requirements and as directed by the Professional.
2. Public Communication, the Professional will review and approve the Contractor's handbills and door hanger notices prior to distributing to residents and businesses affected by the construction.
3. Preconstruction Conferences - The Professional shall arrange and conduct a preconstruction conference with the contractor and City, to review the contract requirements, details of construction, utility conflicts, and work schedule prior to construction.
4. Site Observation – The Professional shall visit the construction site, at such times and with such frequency deemed necessary to (a) observe the progress and (b) determine if the results of the construction work substantially conforms to the drawings and specifications in the Construction Documents.

5. Contractor Payment Requests - The Professional shall review the requests of the contractor for progress payments and shall approve a request, based on site observations, which authorizes payments and is a declaration that the contractor's work has progressed to the point indicated.
6. Notification of Nonconformance - The Professional shall notify the City of any known work which does not conform to the construction contract, make recommendations to the City for the correction of nonconforming work and, at the request of the City, see that these recommendations are implemented by the contractor.
7. Shop Drawings - The Professional shall review shop drawings and other submissions of the contractor for general compliance with the construction contract.
8. Change Orders - The Professional shall prepare change orders for approval of the City.
9. Substantially Complete and Final Site Observation - The Professional shall perform a site observation to determine if the project is substantially complete according to the plans and specifications and make recommendation on final payment for each construction phase.
10. During the Construction Services Phase, the Professional shall confer with the City to report project status. A written progress report shall be submitted and written in such a way that it is suitable for use as a City Council information item.
11. If the contractor exceeds the estimated working days in completing construction of the project for any of the project lettings, or if change orders or project additions require additional working days, the Professional will be compensated for administration and observation services based on established hourly rates and fixed expenses, as agreed and amended by the parties to this Agreement.
12. Final Acceptance - It is understood that the City will accept any portion of the projects only after recommendation by the Professional. Final acceptance of the projects by the City shall not be deemed to release the contractor from responsibility for insuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the Professional for liability of design.

## B. CONSTRUCTION OBSERVATION

The Professional will provide one or more Resident Engineer or Resident Construction Observer for the project during the construction phase. This may be periodic or full time as determined by the Professional based on the type of construction activity and contractor's schedule. At a minimum observation will include the beginning portions of all phases and full-time services during paving and pedestrian ramp construction. If the contractor requests a waiver of any provisions of the plans and specifications, the Professional will make a recommendation on the request to the City for their determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The City shall never be deemed to have authorized the Professional to consent to the use of defective workmanship or materials. The Construction Observer will give guidance to the project during the construction periods, including the following:

1. Setting and/or checking of lines and grades required during construction.
2. Observation of the work for general compliance with plans and specifications.

3. Keep a record or log of contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction.

Examples of periodic observation services for this project include: traffic control setups, pavement removals, grading, fixture adjustments, erosion control placement, and surface restoration.

Examples of full-time observation services for this project include: subgrade preparation, proof rolling, compaction testing, and paving operations.

4. Resident Services provide the City with representation during the construction phases of the project, which results in increasing the probability that the project will be constructed in substantial compliance with the plans, specifications, and Contract Documents. However, such Resident Services do not guarantee the contractor's performance. Resident services do not include responsibility for construction means, controls, techniques, sequences, procedures, or safety.
5. The Resident Engineer or Construction Observer shall coordinate the acceptance testing and monitoring according to City requirements. Concrete field air, slump tests, compaction testing, and all required HMA and other PCC sampling will be provided by the contractor. All material testing and inspection shall be provided by the contractor with review for acceptance or denial by the Professional.

#### C. CONSTRUCTION SURVEY

The Professional shall perform the following Construction Survey for the 2024 HMA Street Improvements as specified in 2024 Iowa SUDAS Standard Specifications Division 11 Section 11,010 excluding monument preservation survey. Construction survey will be included for the Des Moines Street/Elm Street Intersection, additional parking on Union Avenue next to East Twin Park and those pedestrian ramps being replaced. Monument preservation survey, if required, will be by amendment.

#### D. RECORD DRAWINGS

Record Documents – No Record Drawing are included but may be added with Additional Services.

### IV. ADDITIONAL SERVICES

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

1. Assessment Plats and Schedules.
2. Easement Plats and/or Acquisition Plats.
3. Right-of-way Services.
4. NPDES Stormwater and Iowa DNR Water and Sanitary Construction Permits.
5. Submittal fees and/or permit fees to any and all regulatory agencies.
6. Subsurface utility investigation.
7. Geotechnical Services.
8. Franchise utility services, such as electrical, telephone, fiber optic, and gas services.
9. Client requested major revisions.
10. Environmental Services not detailed herein.

11. Deleterious Materials Testing.
12. As-built documents.
13. Monument Preservation Survey.

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

Responsible persons assigned to this project shall be:

City – Biridiana Bishop  
Professional – John Haldeman

## EXHIBIT “B”

### COMPLETION

Professional shall commence work immediately upon receipt of a written Notice to Proceed from the City and shall complete all phases of the Scope of Work as expeditiously as is consistent with professional skill and care and the orderly progress of the Work in a timely manner.

#### A. 2024 HMA STREET IMPROVEMENTS PROJECT

The parties anticipate that all design work pursuant to this Agreement shall be completed to facilitate a winter 2023 bid letting with construction occurring in the summer of 2024 and completed by August 12, 2024.

The anticipated schedule for the project is as follows:

Task	Completion Date
City Council Approve Contract	September 5, 2023
Complete Topographic Survey	September 22, 2023
Submit Preliminary Plans (50%)	October 18, 2023
Submit Check Plans (90%)	November 8, 2023
Complete Final Plans and Contract Documents	November 17, 2023
City Council set Letting and Hearing Dates	November 20, 2023
Bid Letting	December 14, 2023
Memo – Engineer Letter of Recommendation	December 15, 2023
City Council Review Bids Received / Contract Award	January 2, 2024
Preconstruction Meeting	May 2024
Early Start Construction	June 10, 2024
Late Start Construction	July 1, 2024
End Construction	August 12, 2024



## EXHIBIT “C”

### PAYMENT

#### COMPENSATION

Below is a table summarizing the Professional’s fees for the scope of services outlined in this Exhibit “A”. Fees will be invoiced and paid on an hourly rate plus expenses basis not to exceed amount and rates will be accrued in accordance with the Professional’s 2023 Standard Fee Schedule contained in Exhibit “D” of this Amendment No. 27 to the Agreement for Professional Services.

#### A. 2024 HMA STREET IMPROVEMENTS PROJECT

##### Basic Services

Project Administration	\$6,400
Preliminary Survey	\$2,600
Preliminary Design and Check Plans (90%)	\$19,800
Final Design and Plans (100%)	\$7,400
<u>Bid Letting Services (One Bid Letting)</u>	<u>\$2,800</u>
Subtotal	\$39,000

##### Construction Services

Construction Administration	\$5,500
Construction Observation	\$22,100
<u>Construction Staking</u>	<u>\$1,500</u>
Subtotal	\$29,100

**Amendment #27 Total** **\$68,100**

## EXHIBIT “D”

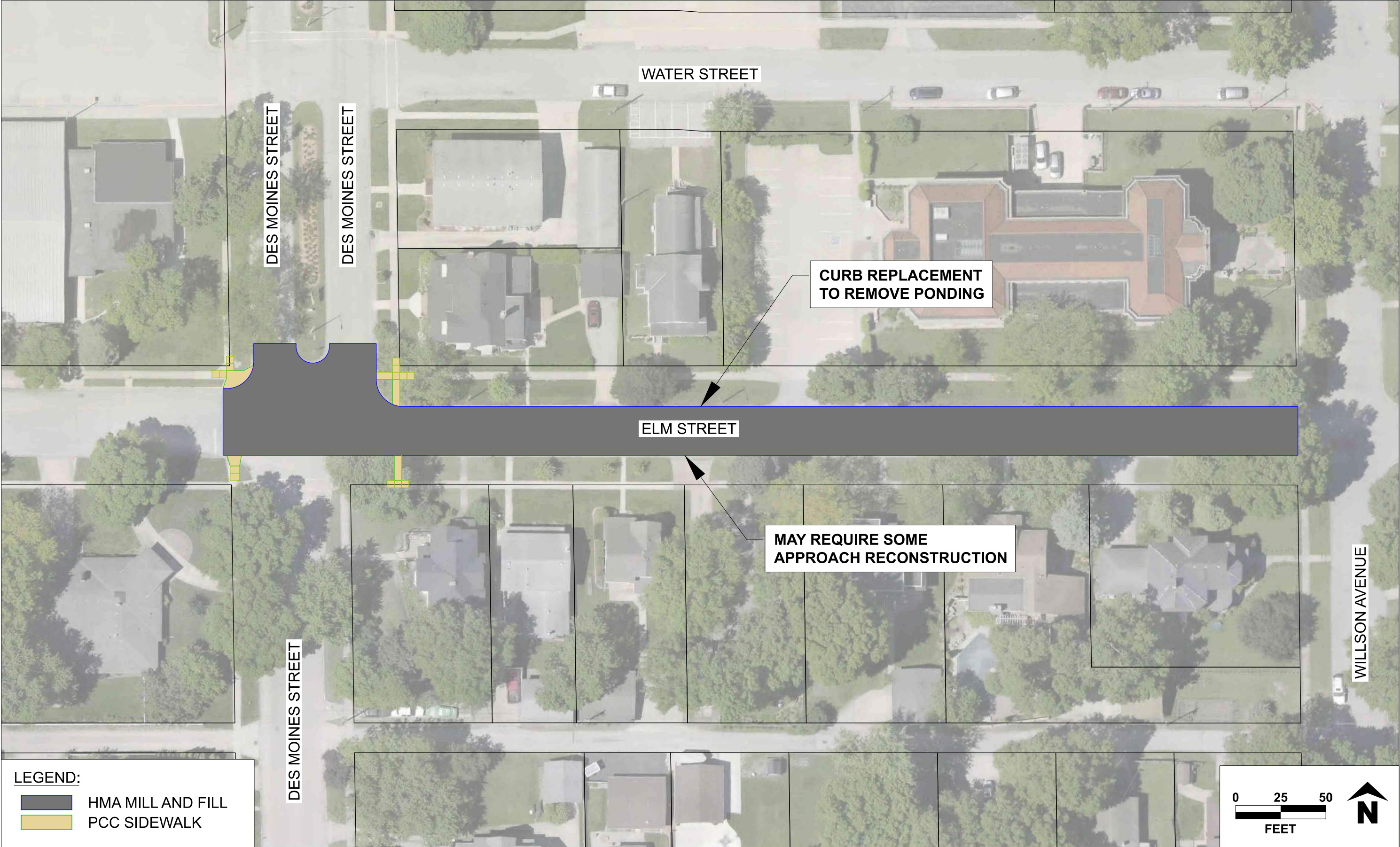


# STANDARD FEE SCHEDULE

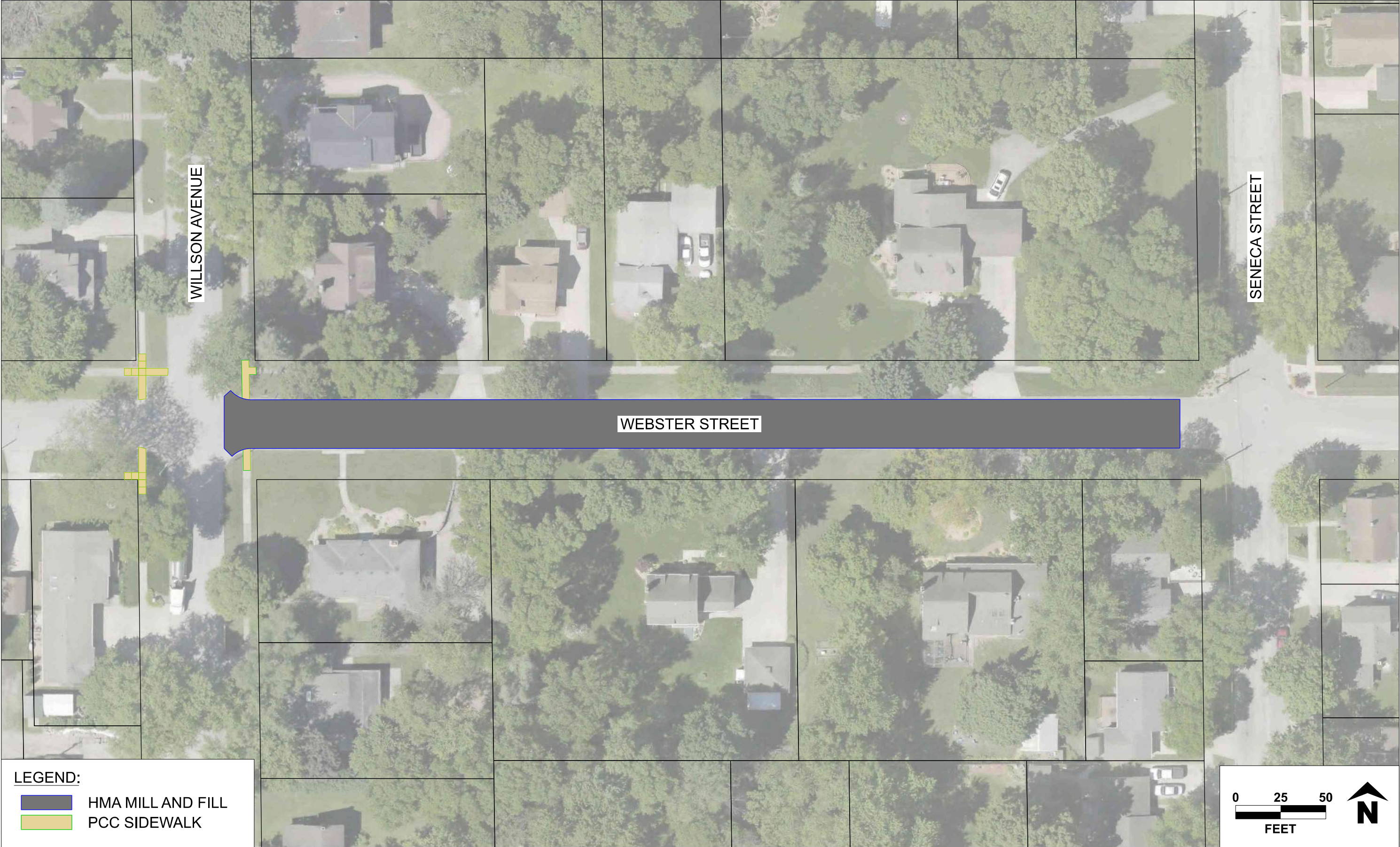
Billing Classification/Level	Billing Rate
<b>PROFESSIONAL</b>	
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer	
Principal II	\$245.00/hour
Principal I	\$230.00/hour
Senior	\$210.00/hour
VIII	\$192.00/hour
VII	\$182.00/hour
VI	\$173.00/hour
V	\$161.00/hour
IV	\$149.00/hour
III	\$137.00/hour
II	\$123.00/hour
I	\$109.00/hour
<b>TECHNICAL</b>	
CADD, Survey, Construction Observation	
Lead	\$146.00/hour
Senior	\$140.00/hour
VIII	\$130.00/hour
VII	\$120.00/hour
VI	\$108.00/hour
V	\$98.00/hour
IV	\$88.00/hour
III	\$80.00/hour
II	\$73.00/hour
I	\$64.00/hour
<b>ADMINISTRATIVE</b>	
II	\$75.00/hour
I	\$61.00/hour
<b>REIMBURSABLES</b>	
Mileage	current IRS standard rate
Outside Services	As Invoiced



EXHIBIT "E"









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## HMA ROAD PROJECT – CORE STREETS

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**Project Summary:** Rehabilitate core streets within the city, 600 block of Elm Street, and 500 block of Webster Street

**Total Project Cost:** \$ 675,000

**Justification:** The rehabilitation and maintenance of various local roads is critical to ensuring a healthy circulation of vehicles throughout the City. Local roads serve as transportation modes for multiple types of vehicles to move throughout the City. The 600 block of Elm St. is a highly traveled road that residents use to access the Kendall Young Library, St. Thomas Aquinas School, and the Webster City Middle School. This road was rated in poor condition according to the PCI report. The 500 block of Webster St. was rated as very poor (0-20) according to our most recent Pavement Condition Index (PCI). These are roads will be milled and filled with hot mix asphalt.



### Goal and Policy Links: Continuation of Street Infrastructure Improvements

#### Project Costs and Funding Sources:

##### *Project Costs by Phase*

	Project Costs by Phase						
	Prior Years	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Study							-
Environmental Review							-
Land Acquisition							-
Site Preparation							-
Design		80,000					80,000
Construction			560,000				560,000
Construction Management			35,000				35,000
Equipment Acquisition							-
Total	-	80,000	595,000	-	-	-	675,000

##### *Project Funding Sources*

	Project Funding Sources						
	Prior Years	2023-24	2024-25	2025-26	2026-27	2027-28	Total
LOSST		80,000	595,000				675,000
							-
							-
Total	-	80,000	595,000	-	-	-	675,000

**Project Effect on the Operating Budget:** No anticipated effect on operating budget.























































































































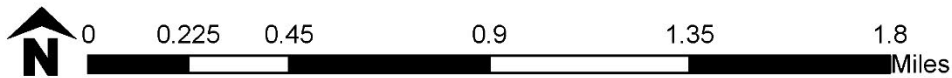
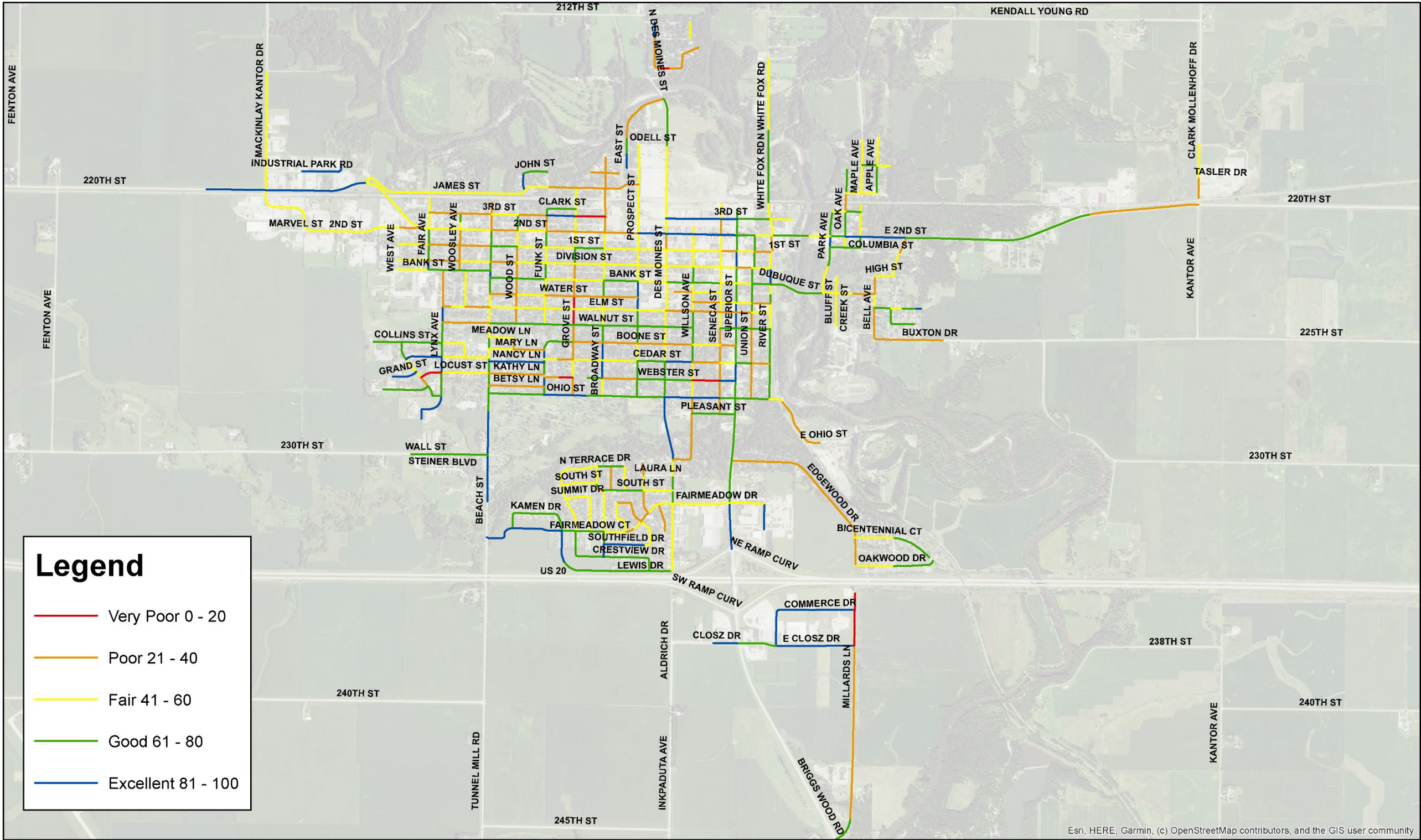








2018 PCI MAP



2018 Webster City CityPCI Rating

Webster City, Iowa | 7/9/2020





## MEMORANDUM

TO: Mayor and Council

FROM : Derrick Drube, ROW Inspector  
Biridiana Bishop, Assistant City Manager  
Daniel Ortiz-Hernandez, City Manager

DATE: September 5, 2023

RE: Adopt a Resolution Authorizing the Mayor to Sign and Execute Easements and Quit Claim Deed in Connection with the Fair Meadow Drive Reconstruction and Widening Project

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**SUMMARY:** To accomplish the Fair Meadow Drive Reconstruction and Widening Project Temporary Construction Easements, Utility Easements, and a Quit Claim Deed are needed for the project. Staff has successfully acquired all necessary right of way. Right of way must be accepted by council and recorded to finalize acquisition.

**PREVIOUS COUNCIL ACTION:** On February 6, 2017, the City of Webster City did enter into an On-Call Street Paving Specialist Agreement with Snyder & Associates, Inc.

On October 17, 2022 Council Approved Amendment No. 17a to the On-Call Street Paving Specialist Agreement for Professional Services with Snyder & Associates, Inc. for this project.

**BACKGROUND/DISCUSSION:** The Fair Meadow project has been under design since Fall 2022. In order to complete the project, temporary easements, utility easements and right of way needed to be acquired. The project required a total of seven Temporary Easements, six Easements for sidewalks and underground utilities, and three Quit Claim Deeds to complete the project. The sixteen documents listed on the resolution have been signed and notarized by the property owner, and it is now time to accept and record the documents. McDonalds (Archland Properties) Quit Claim Deed came with a cost of \$3,000, this property was necessary to widen the road to allow extra room for the high traffic count this area sees on a daily basis.

**FINANCIAL IMPLICATIONS:** Along with the \$3,000 cost to McDonalds mentioned above, there will also be Recording fees of the documents that will be part of the project cost. We will need to get these recorded and on file before any transfers take place.

**RECOMMENDATION:** Staff recommends the City Council adopt a resolution accepting and executing Easements and Quit Claim Deeds needed for the Fair Meadow Drive Reconstruction and Widening Project.

**RESOLUTION NO. 2023 –**

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE EASEMENTS AND  
QUIT CLAIM DEED FROM THOSE LISTED HEREIN IN CONNECTION WITH  
THE FAIR MEADOW DRIVE RECONSTRUCTION AND WIDENING PROJECT**

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

**WHEREAS**, the City of Webster City approved Amendments No. 17 and 17a in 2022 for design, plan, and construction services to be performed by Snyder & Associates, Inc. for the Fair Meadow Drive Road Reconstruction project; and

**WHEREAS**, the City Council Approved Capital Improvement Budget for 2023-2024 and a Capital Improvement & Capital Equipment Plan for the period of 2023-2024 through 2027-2028; and

**WHEREAS**, Capital Improvement Plan included the Fair Meadow Drive Road Reconstruction project; and

**WHEREAS**, the easements and quit claims deed from adjacent property owners are necessary for the for the final design and construction of the project.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Webster City, Iowa that the following be accepted:

**The Temporary Construction Easements granted by:**

<u>Easement No.</u>	<u>Address</u>	<u>Owner</u>	<u>Dated</u>
TCE-01	400 Fair Meadow Drive	McDonalds Corporation	August 14, 2023
TCE-02	505 Fair Meadow Drive	Kwik Trip Inc.	May 5, 2023
TCE-03	2307 Superior Street	Thach, Tuyet Vuong	May 25, 2023
TCE-04	401 Fair Meadow Drive	Webster City Federal Savings Bank	March 2, 2023
TCE-05	500 Fair Meadow Drive	Hamilton County	February 27, 2023
TCE-06	600 Fair Meadow Drive	Hapco A Partnership	March 16, 2023
TCE-07	601 Fair Meadow Drive	DAPC Building 3 LLC	March 7, 2023

**Easements granted by:**

<u>Easement No.</u>	<u>Address</u>	<u>Owner</u>	<u>Dated</u>
E-01	505 Fair Meadow Drive	Kwik Trip Inc.	May 5, 2023
E-02	505 Fair Meadow Drive	Kwik Trip Inc.	May 5, 2023
E-03	2307 Superior Street	Thach, Tuyet Vuong	May 25, 2023



E-04	600 Fair Meadow Drive	Hapco A Partnership	March 16, 2023
E-05	601 Fair Meadow Drive	DAPC Building 3 LLC	March 7, 2023
E-06	601 Fair Meadow Drive	DAPC Building 3 LLC	March 7, 2023

**Quit Claim Deed By:**

<u>Deed No.</u>	<u>Address</u>	<u>Owner</u>	<u>Dated</u>
QCD-01	400 Fair Meadow Drive	McDonalds Corporation	August 14, 2023
QCD-02	2307 Superior Street	Thach, Tuyet Vuong	May 25, 2023
QCD-03	401 Fair Meadow Drive	Webster City Federal Savings Bank	March 2, 2023

**BE IT FURTHER RESOLVED** that said easements and quit claim deed are hereby approved upon being executed by both parties.

Passed and adopted this 5<sup>th</sup> day of September, 2023.

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John Hawkins, Mayor

ATTEST:

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Karyl K. Bonjour, City Clerk

PREPARED BY and RETURN TO: CITY OF WEBSTER CITY, CITY HALL, 400 SECOND ST, WEBSTER City, IA

### **TEMPORARY CONSTRUCTION EASEMENT CONVEYANCE**

THIS AGREEMENT, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between McDonald's USA, LLC, successor in interest by merger to Archland Property I, LLC, a Delaware Limited Liability Company, whose address for purpose of this Agreement is 400 Fair Meadow Drive, Webster City, Iowa, 50595, hereinafter referred to as Owner, and City of Webster City, Iowa, a Municipal Corporation, whose address for purpose of this Agreement is 400 Second Street, Webster City, Iowa, 50595, hereinafter referred to as City, as follows:

WITNESSETH:

1. That the Owner, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City, its successors and assigns, a temporary easement to use and occupy temporarily during the initial construction in connection with the City's Fair Meadow Drive Reconstruction Project, over the following described real property, to wit:

Property legally described in the Easement Exhibit attached hereto and by this reference made a part hereof.

2. The Owner and the City further agree to all of the following covenants, terms and conditions as a part of and included within this Temporary Easement:
  - (a) That the City shall perform the construction work contemplated herein at its sole cost and expense and in compliance with all applicable laws and regulations and in a good and workmanlike manner without unreasonably disturbing the operations and activities of Owner, or its lessee on the remainder of Owner's property in the vicinity of the Easement Area. The City shall timely and fully pay all such costs of the construction and shall keep the Easement Area and the rest of Owner's property free and clear of Mechanic's Liens and Material's Liens at all times.
  - (b) That in the event fences, driveways other appurtenances to the property are damaged during the construction, the City will cause the said improvements on the property herein described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
  - (c) That immediately following the construction herein referred to, the City will cause to be removed from the Temporary Easement Area, all debris, surplus



material and construction equipment and leave the Temporary Easement Area in a neat and presentable condition and to restore the Temporary Easement Area and its surface to a reasonably similar condition to what it was prior to the City's construction activities.

- (d) That the right, privilege and easement herein granted shall cease and terminate immediately following the completion of construction, final inspection and acceptance of the Project by the City and the performance by the City of the conditions and covenants herein set out or within 18 months of the commencement of construction by the City, the date of which will be given to Owner by the City, whichever may occur earlier.
- (e) The City is hereby given permission by the Owner to allow for the shaping of slopes beyond the permanent right of way and/or easement lines, in accordance with project plans.
- (f) The Owner agrees that the City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described.
- (g) The Owner hereby covenants with the City and does further represent to the City that the Owner holds the above-described real estate by title and in fee simple, free and clear from all liens and encumbrances except as may be herein set forth. Owner covenants to warrant and defend the premises against the lawful claims of all persons, except as may be above stated.
- (h) The parties further agree that for purposes of construing this document and the acknowledgment(s) below, the singular shall include the plural and the plural the singular; the masculine gender shall include the feminine and neuter genders and the feminine the masculine and neuter, and the neuter gender shall include both or either masculine or feminine gender wherever appropriate; and references to natural persons shall include corporate bodies, public and private, all wherever appropriate, in order to facilitate a reasonable and uniform interpretation and application of this document. The parties agree that this document constitutes the entire agreement and understanding of the parties and any and all verbal statements or representations made prior to or subsequent to the execution of this document are not binding on either party.
- (i) The parties further agree that except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Owner agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Owner or its employees, agents or representatives.

- (j) The parties further agree that this Agreement, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.
- (k) The parties further agree that this Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

IN WITNESS WHEREOF, the parties herein have set their hands this 14th day of August, 2023.

**McDonald's USA, LLC, successor in interest by merger to Archland Property I, LLC, a Delaware Limited Liability Company- Owner**

[Signature]  
By: Padraic Molloy  
Title: Senior Counsel

STATE OF Illinois, COUNTY OF Cook: ss

On this 14th day of August 2023, before me, the undersigned a Notary Public in and for the said State, personally appeared Padraic Molloy, to me personally known, who being by me duly sworn, acknowledged the execution of said instrument to be the voluntary act and deed of said party, by it and by them voluntarily executed.



Tamara L. Salinas  
Notary Public in and for the State of Illinois

**City of Webster City, Iowa**

John Hawkins, Mayor

**ATTEST:**

Karyl Bonjour, City Clerk



STATE OF IOWA, COUNTY OF HAMILTON: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Hawkins and Karyl Bonjour, to me personally known, who being by me duly sworn, did say the they are the Mayor and City Clerk, respectively, of the City of Webster City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the corporation, by authority of its City Council, and that John Hawkins and Karyl Bonjour acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa.

TEMPORARY CONSTRUCTION EASEMENT

EASEMENT DESCRIPTION

A PART OF PARCEL B, AUDITOR'S PLAT OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEBSTER CITY, HAMILTON COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL B; THENCE S 01°00'24" E ALONG THE WEST LINE OF SAID PARCEL B, A DISTANCE OF 5.49 FEET TO THE SOUTHWEST CORNER OF THAT ACQUIRED PART OF PARCEL B ALSO THE POINT OF BEGINNING; THENCE S 01°00'24" E ALONG THE WEST LINE OF SAID PARCEL B, A DISTANCE OF 38.69 FEET; THENCE S 89°43'23" E, A DISTANCE OF 12.80 FEET; THENCE N 01°00'24" W, A DISTANCE OF 30.40 FEET; THENCE N 82°19'47" E PARALLEL TO THE SOUTH LINE OF THAT ACQUIRED PART OF PARCEL B, A DISTANCE OF 192.34 FEET; THENCE N 02°15'16" W ALONG THE EAST LINE OF SAID PARCEL B, A DISTANCE OF 10.04 FEET TO THE NORTHEAST CORNER OF SAID PARCEL B; THENCE S 82°19'47" W ALONG THE SOUTH LINE OF THAT ACQUIRED PART OF PARCEL B, A DISTANCE OF 205.02 FEET TO THE POINT OF BEGINNING CONTAINING 2,429 SQUARE FEET.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS EXPRESS OR IMPLIED.  
BASIS OF BEARING: THE NORTH LINE OF PARCEL B IS ASSUMED TO BEAR N 83°51'33" E

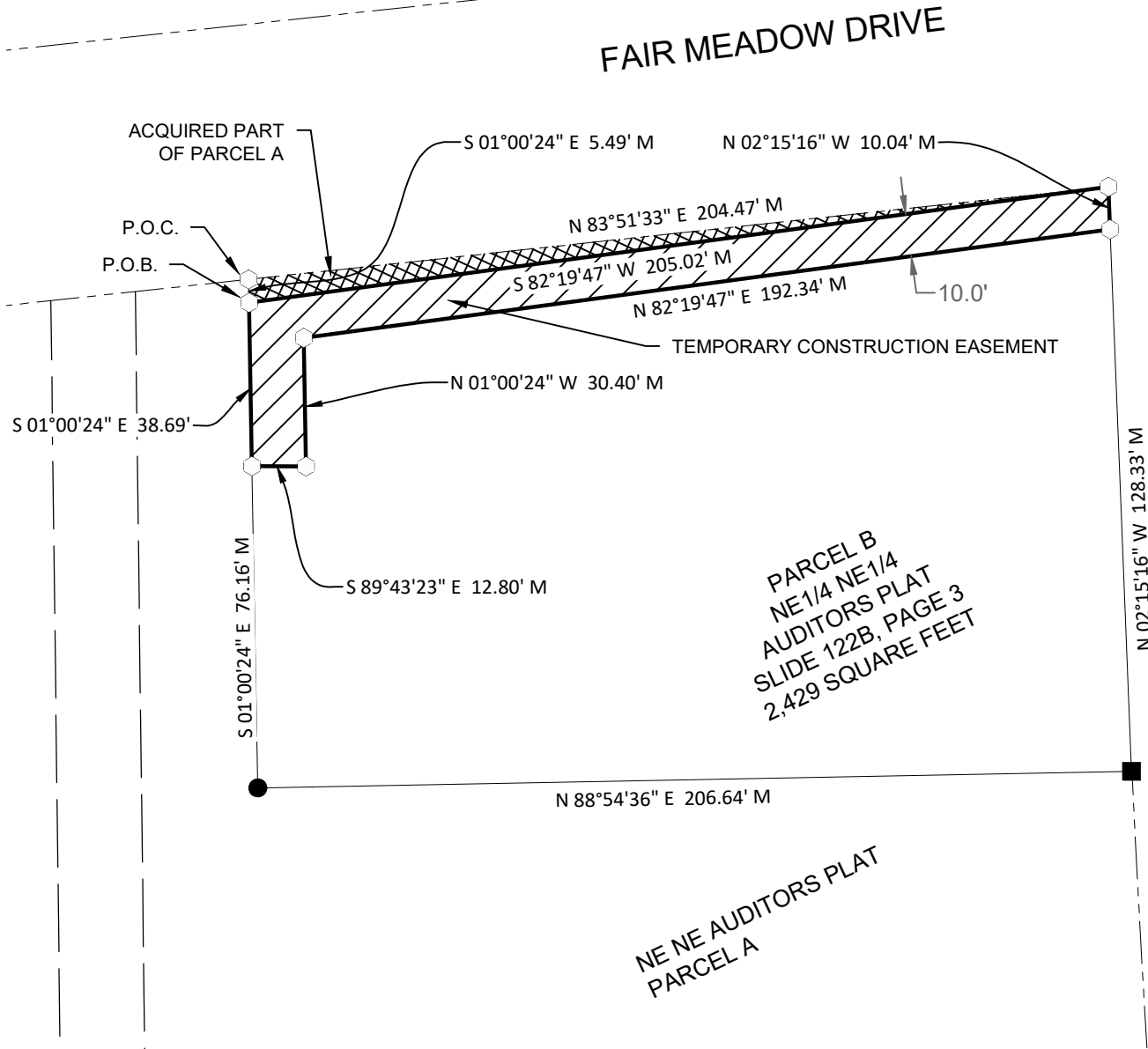
P.O.C. POINT OF COMMENCEMENT  
P.O.B. POINT OF BEGINNING



SUPERIOR STREET

LEGEND

- Found 5/8" Rebar with Orange Plastic Cap #25612
- Found 5/8" Rebar with No Cap
- Set 1/2" Rebar with Orange Plastic Cap #25513
- Measured Bearing & Distance



FAIRMEADOWS STREET IMPROVEMENTS  
PARCEL 4 - MCDONALD'S USA, LLC



911 CENTRAL AVENUE  
FORT DODGE, IA 50501 (515) 573-2030

SHEET 1 OF 1
PN: 122.0346.01A
T-R-S:88N-26W-12
DATE: 07/12/23
PM/TECH: BLF



**TEMPORARY CONSTRUCTION EASEMENT CONVEYANCE**

THIS AGREEMENT, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Kwik Trip Inc., a Wisconsin Corporation, whose address for purpose of this Agreement is Attn: Legal Department, 1626 Oak Street, La Crosse, Wisconsin 54603, hereinafter referred to as Owner, and City of Webster City, Iowa, a Municipal Corporation, whose address for purpose of this Agreement is 400 Second Street, Webster City, Iowa, 50595, hereinafter referred to as City, as follows:

WITNESSETH:

1. That the Owner, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the City, its successors and assigns, a temporary non-exclusive easement to use and occupy temporarily during the initial construction in connection with the City's Fair Meadow Drive Reconstruction Project, over the following described real property, to wit:

Property legally described as Lot 1 of Minor Subdivision Plat of Fair Meadow Heights, Webster City, Hamilton County, Iowa and the construction easement area is further depicted in the Easement Exhibit attached hereto and by this reference made a part hereof.

2. The Owner and the City further agree to all of the following covenants, terms and conditions as a part of and included within this Temporary Easement:
  - (a) That the City shall perform the construction work contemplated herein at its sole cost and expense and in compliance with all applicable laws and regulations and in a good and workmanlike manner without unreasonably disturbing the operations and activities of Owner, or its lessee on the remainder of Owner's property in the vicinity of the Easement Area. The City shall timely and fully pay all such costs of the construction and shall keep the Easement Area and the rest of Owner's property free and clear of Mechanic's Liens and Material's Liens at all times.
  - (b) That in the event lawns, landscaping, fences, driveways or other appurtenances to the property are damaged during the construction, the City will cause the said improvements on the property herein described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.

- (c) That immediately following the construction herein referred to, the City will cause to be removed from the Temporary Easement Area, all debris, surplus material and construction equipment and leave the Temporary Easement Area in a neat and presentable condition and to restore the Temporary Easement Area and its surface to a reasonably similar condition to what it was prior to the City's construction activities.
- (d) That the right, privilege and easement herein granted shall cease and terminate immediately following the completion of construction, final inspection and acceptance of the Project by the City and the performance by the City of the conditions and covenants herein set out which shall be no later than November 1, 2025.
- (e) The City is hereby given permission by the Owner to allow for the shaping of slopes beyond the permanent right of way and/or easement lines, in accordance with project plans.
- (f) The Owner agrees that the City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described.
- (g) The Owner reserves the right to utilize the Easement Area for any purpose that does not materially interfere with the rights granted by the Owner to the City. Such use by the City of the Easement Area shall not unreasonably interfere with the Owner's use and enjoyment of the Owner's property, including the Easement Area.
- (h) The Owner hereby covenants with the City and does further represent to the City that the Owner holds the above-described real estate by title and in fee simple, free and clear from all liens and encumbrances except as may be herein set forth. Owner covenants to warrant and defend the premises against the lawful claims of all persons, except as may be above stated.
- (i) The parties further agree that for purposes of construing this document and the acknowledgment(s) below, the singular shall include the plural and the plural the singular; the masculine gender shall include the feminine and neuter genders and the feminine the masculine and neuter, and the neuter gender shall include both or either masculine or feminine gender wherever appropriate; and references to natural persons shall include corporate bodies, public and private, all wherever appropriate, in order to facilitate a reasonable and uniform interpretation and application of this document. The parties agree that this document constitutes the entire agreement and understanding of the parties and any and all verbal statements or representations made prior to or subsequent to the execution of this document are not binding on either party.
- (j) The parties further agree that except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any



improvements or obstructions thereon resulting from the City's exercise of this Easement. Owner agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Owner or its employees, agents or representatives.

(k) The parties further agree that this Agreement, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

(l) The parties further agree that this Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

IN WITNESS WHEREOF, the parties herein have set their hands this 5<sup>th</sup> day of May, 2023.

**Kwik Trip Inc., a Wisconsin Corporation- Owner**

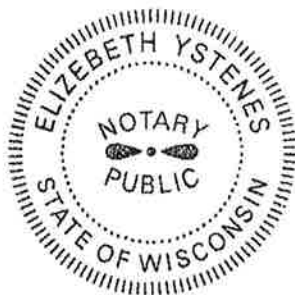
[Signature]  
By: Jeffrey J. Wrobel

Title: CFO and Treasurer

STATE OF WISCONSIN, COUNTY OF LA CROSSE: ss

On this 5<sup>th</sup> day of MAY 2023, before me, the undersigned a Notary Public in and for the said State, personally appeared Jeffrey J. Wrobel, to me personally known, who being by me duly sworn, acknowledged the execution of said instrument to be the voluntary act and deed of said party, by it and by them voluntarily executed.

[Signature]  
Notary Public in and for the State of Wisconsin



**City of Webster City, Iowa**

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

**ATTEST:**

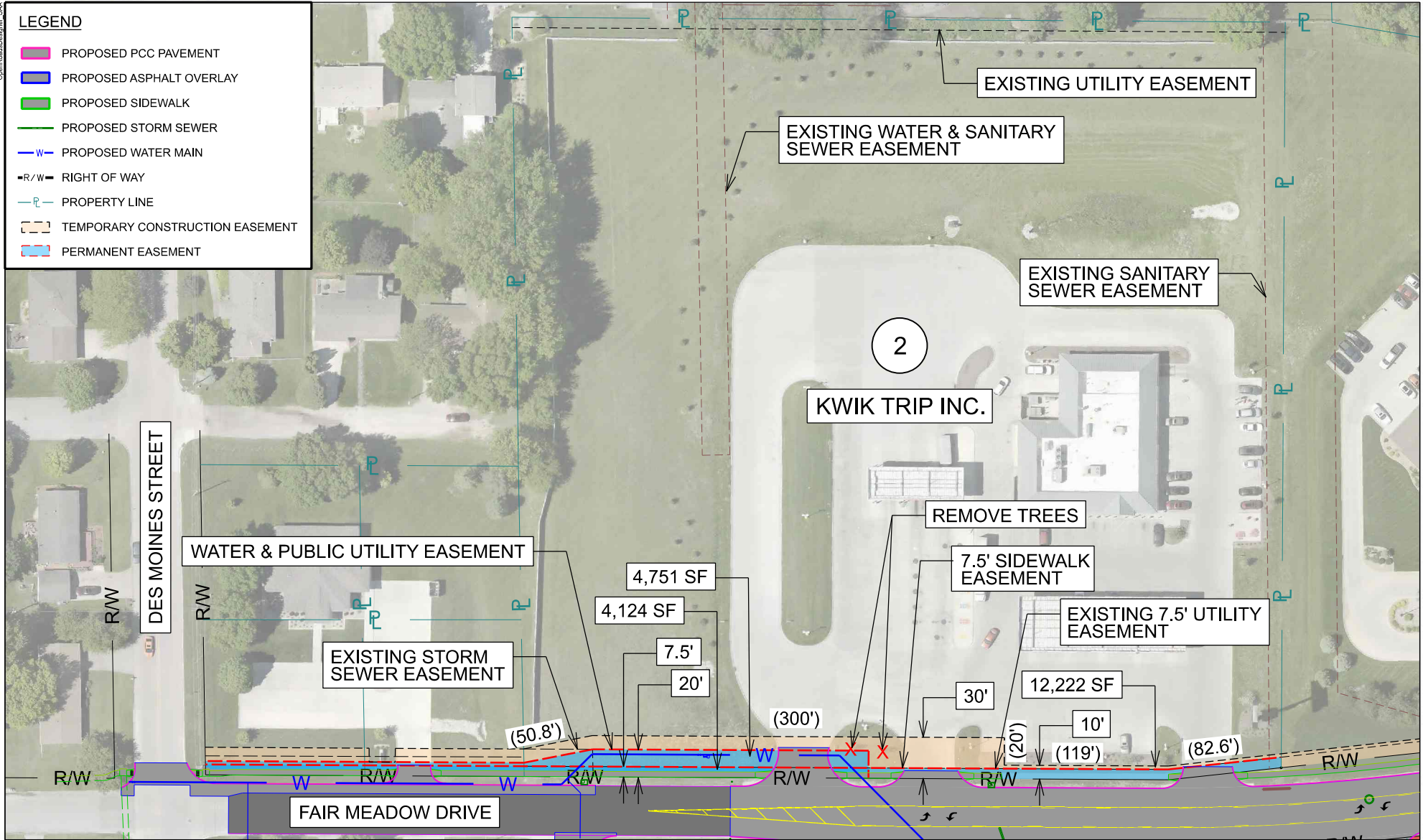
\_\_\_\_\_  
Karyl Bonjour, City Clerk

STATE OF IOWA, COUNTY OF HAMILTON: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Hawkins and Karyl Bonjour, to me personally known, who being by me duly sworn, did say the they are the Mayor and City Clerk, respectively, of the City of Webster City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the corporation, by authority of its City Council, and that John Hawkins and Karyl Bonjour acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa.





PARCEL 02 - KWIK TRIP INC.



PROJECT NAME:  
 FAIR MEADOW DRIVE  
 RECONSTRUCTION

SCALE:  
 1"=100'

DATE:  
 3/28/2023

PROJECT #:  
 122.0346.01A

PREPARED BY and RETURN TO: CITY OF WEBSTER CITY, CITY HALL, 400 SECOND ST, WEBSTER City, IA

### **TEMPORARY CONSTRUCTION EASEMENT CONVEYANCE**

THIS AGREEMENT, made and entered into on this 25 day of 05, 2023, by and between Thach Vuong and Tuyet Vuong, a married couple, whose address for purpose of this Agreement is 2307 Superior Street, Webster City, Iowa, 50595, hereinafter referred to as Owner, and City of Webster City, Iowa, a Municipal Corporation, whose address for purpose of this Agreement is 400 Second Street, Webster City, Iowa, 50595, hereinafter referred to as City, as follows:

WITNESSETH:

1. That the Owner, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City, its successors and assigns, a temporary easement to use and occupy temporarily during the initial construction in connection with the City's Fair Meadow Drive Reconstruction Project, over the following described real property, to wit:

Property designated as the temporary construction easement depicted in the exhibit attached hereto and by this reference made a part hereof.

2. The Owner and the City further agree to all of the following covenants, terms and conditions as a part of and included within this Temporary Easement:
  - (a) That the City shall perform the construction work contemplated herein at its sole cost and expense and in compliance with all applicable laws and regulations and in a good and workmanlike manner without unreasonably disturbing the operations and activities of Owner, or its lessee on the remainder of Owner's property in the vicinity of the Easement Area. The City shall timely and fully pay all such costs of the construction and shall keep the Easement Area and the rest of Owner's property free and clear of Mechanic's Liens and Material's Liens at all times.
  - (b) That in the event fences, driveways other appurtenances to the property are damaged during the construction, the City will cause the said improvements on the property herein described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.



- (c) That immediately following the construction herein referred to, the City will cause to be removed from the Temporary Easement Area, all debris, surplus material and construction equipment and leave the Temporary Easement Area in a neat and presentable condition and to restore the Temporary Easement Area and its surface to a reasonably similar condition to what it was prior to the City's construction activities.
- (d) That the right, privilege and easement herein granted shall cease and terminate immediately following the completion of construction, final inspection and acceptance of the Project by the City and the performance by the City of the conditions and covenants herein set out or within 18 months of the commencement of construction by the City, the date of which will be given to Owner by the City, whichever may occur earlier.
- (e) The City is hereby given permission by the Owner to allow for the shaping of slopes beyond the permanent right of way and/or easement lines, in accordance with project plans.
- (f) The Owner agrees that the City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described.
- (g) The City agrees that it will not assess back the costs of the public improvements to the Owner related to the City's use of the Easement Area in connection with the City's Fair Meadow Drive Reconstruction Project.
- (h) The Owner hereby covenants with the City and does further represent to the City that the Owner holds the above-described real estate by title and in fee simple, free and clear from all liens and encumbrances except as may be herein set forth. Owner covenants to warrant and defend the premises against the lawful claims of all persons, except as may be above stated.
- (i) The parties further agree that for purposes of construing this document and the acknowledgment(s) below, the singular shall include the plural and the plural the singular; the masculine gender shall include the feminine and neuter genders and the feminine the masculine and neuter, and the neuter gender shall include both or either masculine or feminine gender wherever appropriate; and references to natural persons shall include corporate bodies, public and private, all wherever appropriate, in order to facilitate a reasonable and uniform interpretation and application of this document. The parties agree that this document constitutes the entire agreement and understanding of the parties and any and all verbal statements or representations made prior to or subsequent to the execution of this document are not binding on either party.
- (j) The parties further agree that except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this

(k) The parties further agree that this Agreement, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

(l) The parties further agree that this Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

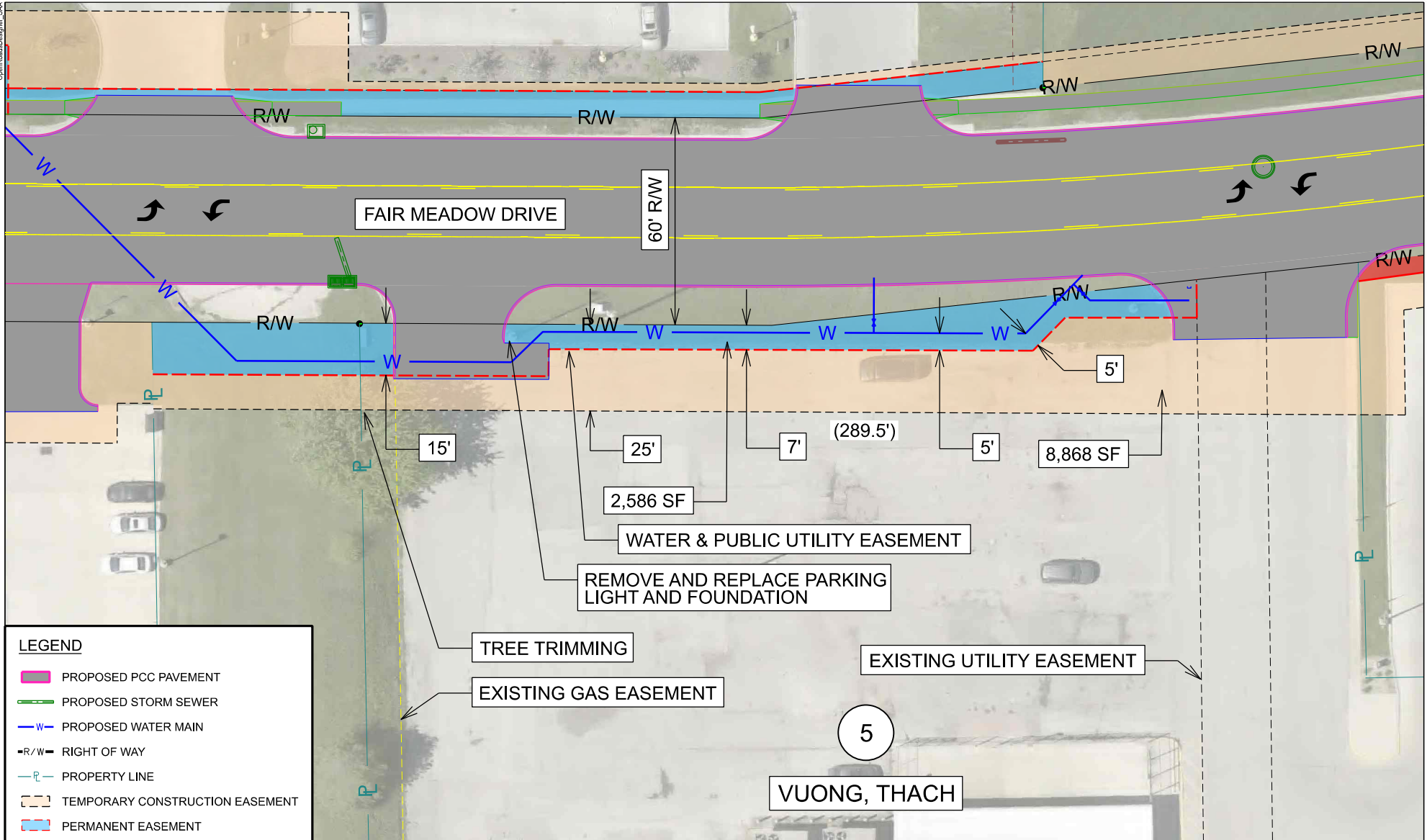


Karyl Bonjour, City Clerk

STATE OF IOWA, COUNTY OF HAMILTON: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Hawkins and Karyl Bonjour, to me personally known, who being by me duly sworn, did say the they are the Mayor and City Clerk, respectively, of the City of Webster City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the corporation, by authority of its City Council, and that John Hawkins and Karyl Bonjour acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa.



PARCEL 05 - THACH VUONG



PROJECT NAME:  
FAIR MEADOW DRIVE  
RECONSTRUCTION

SCALE:  
1"=40'

DATE:  
4/13/2023

PROJECT #:  
122.0346.01A



PREPARED BY and RETURN TO: CITY OF WEBSTER CITY, CITY HALL, 400 SECOND ST, WEBSTER City, IA

### **TEMPORARY CONSTRUCTION EASEMENT CONVEYANCE**

THIS AGREEMENT, made and entered into on this 2<sup>nd</sup> day of March, 2023, by and between Webster City Federal Savings Bank d/b/a WCF Financial Bank, whose address for purpose of this Agreement is 401 Fair Meadow Drive, Webster City, Iowa, 50595, hereinafter referred to as Owner, and City of Webster City, Iowa, a Municipal Corporation, whose address for purpose of this Agreement is 400 Second Street, Webster City, Iowa, 50595, hereinafter referred to as City, as follows:

#### **WITNESSETH:**

1. That the Owner, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City, its successors and assigns, a temporary easement to use and occupy temporarily during the initial construction in connection with the City's Fair Meadow Drive Reconstruction Project, over the following described real property, to wit:

Property legally described in the Easement Exhibit attached hereto and by this reference made a part hereof.

2. The Owner and the City further agree to all of the following covenants, terms and conditions as a part of and included within this Temporary Easement:
  - (a) That the City shall perform the construction work contemplated herein at its sole cost and expense and in compliance with all applicable laws and regulations and in a good and workmanlike manner without unreasonably disturbing the operations and activities of Owner, or its lessee on the remainder of Owner's property in the vicinity of the Easement Area. The City shall timely and fully pay all such costs of the construction and shall keep the Easement Area and the rest of Owner's property free and clear of Mechanic's Liens and Material's Liens at all times.
  - (b) That in the event fences, driveways other appurtenances to the property are damaged during the construction, the City will cause the said improvements on the property herein described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.

- (c) That immediately following the construction herein referred to, the City will cause to be removed from the Temporary Easement Area, all debris, surplus material and construction equipment and leave the Temporary Easement Area in a neat and presentable condition and to restore the Temporary Easement Area and its surface to a reasonably similar condition to what it was prior to the City's construction activities.
- (d) That the right, privilege and easement herein granted shall cease and terminate immediately following the completion of construction, final inspection and acceptance of the Project by the City and the performance by the City of the conditions and covenants herein set out or within 18 months of the commencement of construction by the City, the date of which will be given to Owner by the City, whichever may occur earlier.
- (e) The City is hereby given permission by the Owner to allow for the shaping of slopes beyond the permanent right of way and/or easement lines, in accordance with project plans.
- (f) The Owner agrees that the City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described.
- (g) The Owner hereby covenants with the City and does further represent to the City that the Owner holds the above-described real estate by title and in fee simple, free and clear from all liens and encumbrances except as may be herein set forth. Owner covenants to warrant and defend the premises against the lawful claims of all persons, except as may be above stated.
- (h) The parties further agree that for purposes of construing this document and the acknowledgment(s) below, the singular shall include the plural and the plural the singular; the masculine gender shall include the feminine and neuter genders and the feminine the masculine and neuter, and the neuter gender shall include both or either masculine or feminine gender wherever appropriate; and references to natural persons shall include corporate bodies, public and private, all wherever appropriate, in order to facilitate a reasonable and uniform interpretation and application of this document. The parties agree that this document constitutes the entire agreement and understanding of the parties and any and all verbal statements or representations made prior to or subsequent to the execution of this document are not binding on either party.
- (i) The parties further agree that except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Owner agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Owner or its employees, agents or representatives.



- (j) The parties further agree that this Agreement, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.
- (k) The parties further agree that this Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

IN WITNESS WHEREOF, the parties herein have set their hands this 2<sup>nd</sup> day of March, 2023.

**Webster City Federal Savings Bank d/b/a WCF Financial Bank- Owner**

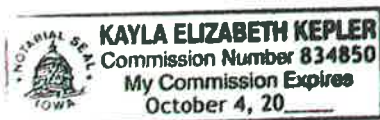
Timothy R. Klender

By: Timothy R. Klender

Title: President / CEO

STATE OF Iowa, COUNTY OF Hamilton: ss

On this 2<sup>nd</sup> day of March 2023, before me, the undersigned a Notary Public in and for the said State, personally appeared Timothy Klender, to me personally known, who being by me duly sworn, acknowledged the execution of said instrument to be the voluntary act and deed of said party, by it and by them voluntarily executed.



Kayla Elizabeth Kepler  
Notary Public in and for the State of Iowa

**City of Webster City, Iowa**

John Hawkins, Mayor

**ATTEST:**

Karyl Bonjour, City Clerk

STATE OF IOWA, COUNTY OF HAMILTON: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Hawkins and Karyl Bonjour, to me personally known, who being by me duly sworn, did say the they are the Mayor and City Clerk, respectively, of the City of Webster City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the corporation, by authority of its City Council, and that John Hawkins and Karyl Bonjour acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa.





**SNYDER**  
& ASSOCIATES



122.0346.01A

PREPARED BY and RETURN TO: CITY OF WEBSTER CITY, CITY HALL, 400 SECOND ST, WEBSTER City, IA

### **TEMPORARY CONSTRUCTION EASEMENT CONVEYANCE**

THIS AGREEMENT, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Hamilton County, Iowa, a Political Subdivision, whose address for purpose of this Agreement is 500 Fair Meadow Drive, Webster City, Iowa, 50595, hereinafter referred to as Owner, and City of Webster City, Iowa, a Municipal Corporation, whose address for purpose of this Agreement is 400 Second Street, Webster City, Iowa, 50595, hereinafter referred to as City, as follows:

#### **WITNESSETH:**

1. That the Owner, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City, its successors and assigns, a temporary easement to use and occupy temporarily during the initial construction in connection with the City's Fair Meadow Drive Reconstruction Project, over the following described real property, to wit:

Property legally described in the Easement Exhibit attached hereto and by this reference made a part hereof.

2. The Owner and the City further agree to all of the following covenants, terms and conditions as a part of and included within this Temporary Easement:
  - (a) That the City shall perform the construction work contemplated herein at its sole cost and expense and in compliance with all applicable laws and regulations and in a good and workmanlike manner without unreasonably disturbing the operations and activities of Owner, or its lessee on the remainder of Owner's property in the vicinity of the Easement Area. The City shall timely and fully pay all such costs of the construction and shall keep the Easement Area and the rest of Owner's property free and clear of Mechanic's Liens and Material's Liens at all times.
  - (b) That in the event fences, driveways other appurtenances to the property are damaged during the construction, the City will cause the said improvements on the property herein described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.

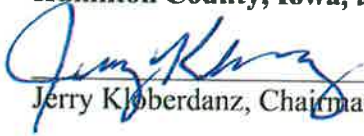


- (c) That immediately following the construction herein referred to, the City will cause to be removed from the Temporary Easement Area, all debris, surplus material and construction equipment and leave the Temporary Easement Area in a neat and presentable condition and to restore the Temporary Easement Area and its surface to a reasonably similar condition to what it was prior to the City's construction activities.
- (d) That the right, privilege and easement herein granted shall cease and terminate immediately following the completion of construction, final inspection and acceptance of the Project by the City and the performance by the City of the conditions and covenants herein set out or within 18 months of the commencement of construction by the City, the date of which will be given to Owner by the City, whichever may occur earlier.
- (e) The City is hereby given permission by the Owner to allow for the shaping of slopes beyond the permanent right of way and/or easement lines, in accordance with project plans.
- (f) The Owner agrees that the City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described.
- (g) The Owner hereby covenants with the City and does further represent to the City that the Owner holds the above-described real estate by title and in fee simple, free and clear from all liens and encumbrances except as may be herein set forth. Owner covenants to warrant and defend the premises against the lawful claims of all persons, except as may be above stated.
- (h) The parties further agree that for purposes of construing this document and the acknowledgment(s) below, the singular shall include the plural and the plural the singular; the masculine gender shall include the feminine and neuter genders and the feminine the masculine and neuter, and the neuter gender shall include both or either masculine or feminine gender wherever appropriate; and references to natural persons shall include corporate bodies, public and private, all wherever appropriate, in order to facilitate a reasonable and uniform interpretation and application of this document. The parties agree that this document constitutes the entire agreement and understanding of the parties and any and all verbal statements or representations made prior to or subsequent to the execution of this document are not binding on either party.
- (i) The parties further agree that except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Owner agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Owner or its employees, agents or representatives.

- (j) The parties further agree that this Agreement, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.
- (k) The parties further agree that this Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

IN WITNESS WHEREOF, the parties herein have set their hands this 27 day of February, 2023.

**Hamilton County, Iowa, a Political Subdivision- Owner**

  
Jerry Kloberdanz, Chairman

**ATTEST:**

  
Kim Schaa, County Auditor

STATE OF IOWA, COUNTY OF HAMILTON: ss

On this 27<sup>th</sup> day of February, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jerry Kloberdanz and Kim Schaa, to me personally known, who being by me duly sworn, did say they are the Chairman and County Auditor, respectively, of the Hamilton County, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the corporation, by authority of its Board of Supervisors, and that Jerry Kloberdanz and Kim Schaa acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

  
Notary Public in and for the State of Iowa.

**City of Webster City, Iowa**

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



**ATTEST:**

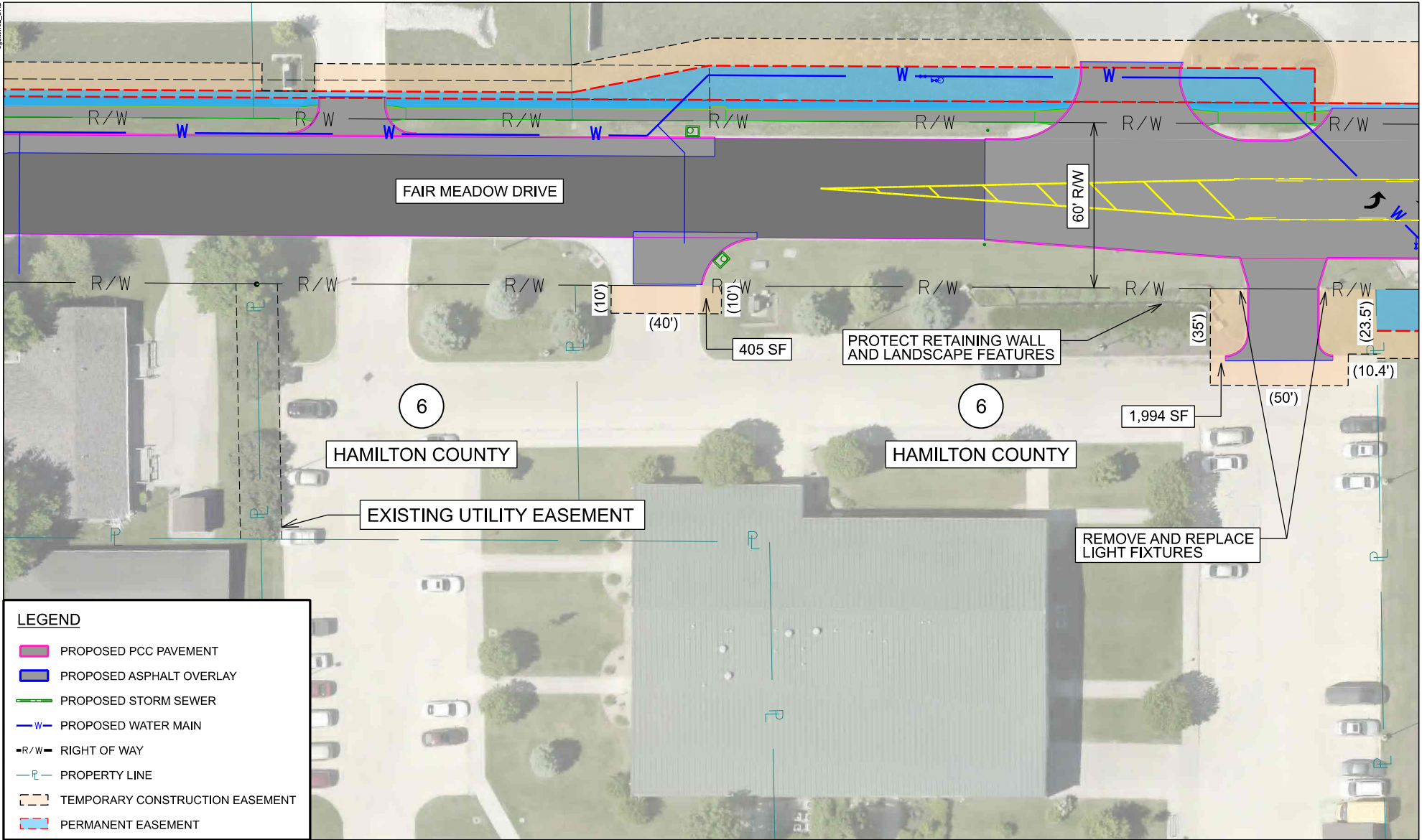
\_\_\_\_\_  
Karyl Bonjour, City Clerk



STATE OF IOWA, COUNTY OF HAMILTON: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Hawkins and Karyl Bonjour, to me personally known, who being by me duly sworn, did say they are the Mayor and City Clerk, respectively, of the City of Webster City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the corporation, by authority of its City Council, and that John Hawkins and Karyl Bonjour acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa.



WEBSTER  
CITY

## PARCEL 06 - HAMILTON COUNTY



PROJECT NAME:

FAIR MEADOW DRIVE  
RECONSTRUCTION

SCALE:  
1"=50'

DATE:  
2/3/2023

PROJECT #:  
122.0346.01A



PREPARED BY and RETURN TO: CITY OF WEBSTER CITY, CITY HALL, 400 SECOND ST, WEBSTER City, IA

### TEMPORARY CONSTRUCTION EASEMENT CONVEYANCE

THIS AGREEMENT, made and entered into on this 14 day of MARCH 2023, by and between Hapco A Partnership, an Iowa Partnership, whose address for purpose of this Agreement is 600 Fair Meadow Drive, Webster City, Iowa, 50595, hereinafter referred to as Owner, and City of Webster City, Iowa, a Municipal Corporation, whose address for purpose of this Agreement is 400 Second Street, Webster City, Iowa, 50595, hereinafter referred to as City, as follows:

WITNESSETH:

1. That the Owner, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City, its successors and assigns, a temporary easement to use and occupy temporarily during the initial construction in connection with the City's Fair Meadow Drive Reconstruction Project, over the following described real property, to wit:

Property legally described in the Easement Exhibit attached hereto and by this reference made a part hereof.

2. The Owner and the City further agree to all of the following covenants, terms and conditions as a part of and included within this Temporary Easement:
  - (a) That the City shall perform the construction work contemplated herein at its sole cost and expense and in compliance with all applicable laws and regulations and in a good and workmanlike manner without unreasonably disturbing the operations and activities of Owner, or its lessee on the remainder of Owner's property in the vicinity of the Easement Area. The City shall timely and fully pay all such costs of the construction and shall keep the Easement Area and the rest of Owner's property free and clear of Mechanic's Liens and Material's Liens at all times.
  - (b) That in the event fences, driveways other appurtenances to the property are damaged during the construction, the City will cause the said improvements on the property herein described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.

- (c) That immediately following the construction herein referred to, the City will cause to be removed from the Temporary Easement Area, all debris, surplus material and construction equipment and leave the Temporary Easement Area in a neat and presentable condition and to restore the Temporary Easement Area and its surface to a reasonably similar condition to what it was prior to the City's construction activities.
- (d) That the right, privilege and easement herein granted shall cease and terminate immediately following the completion of construction, final inspection and acceptance of the Project by the City and the performance by the City of the conditions and covenants herein set out or within 18 months of the commencement of construction by the City, the date of which will be given to Owner by the City, whichever may occur earlier.
- (e) The City is hereby given permission by the Owner to allow for the shaping of slopes beyond the permanent right of way and/or easement lines, in accordance with project plans.
- (f) The Owner agrees that the City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described.
- (g) The Owner hereby covenants with the City and does further represent to the City that the Owner holds the above-described real estate by title and in fee simple, free and clear from all liens and encumbrances except as may be herein set forth. Owner covenants to warrant and defend the premises against the lawful claims of all persons, except as may be above stated.
- (h) The parties further agree that for purposes of construing this document and the acknowledgment(s) below, the singular shall include the plural and the plural the singular; the masculine gender shall include the feminine and neuter genders and the feminine the masculine and neuter, and the neuter gender shall include both or either masculine or feminine gender wherever appropriate; and references to natural persons shall include corporate bodies, public and private, all wherever appropriate, in order to facilitate a reasonable and uniform interpretation and application of this document. The parties agree that this document constitutes the entire agreement and understanding of the parties and any and all verbal statements or representations made prior to or subsequent to the execution of this document are not binding on either party.
- (i) The parties further agree that except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Owner agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Owner or its employees, agents or representatives.



- (j) The parties further agree that this Agreement, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.
- (k) The parties further agree that this Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

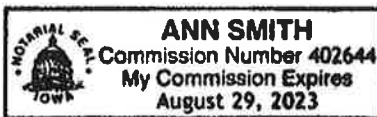
IN WITNESS WHEREOF, the parties herein have set their hands this 16 day of March, 2023.

**Hapco A Partnership, an Iowa Partnership- Owner**

Hapco  
By: John Hemingway  
Title: President

STATE OF Iowa, COUNTY OF Hamilton: ss

On this 16 day of March 2023, before me, the undersigned a Notary Public in and for the said State, personally appeared John Hemingway, to me personally known, who being by me duly sworn, acknowledged the execution of said instrument to be the voluntary act and deed of said party, by it and by them voluntarily executed.



Ann Smith  
Notary Public in and for the State of Iowa

**City of Webster City, Iowa**

John Hawkins, Mayor

**ATTEST:**

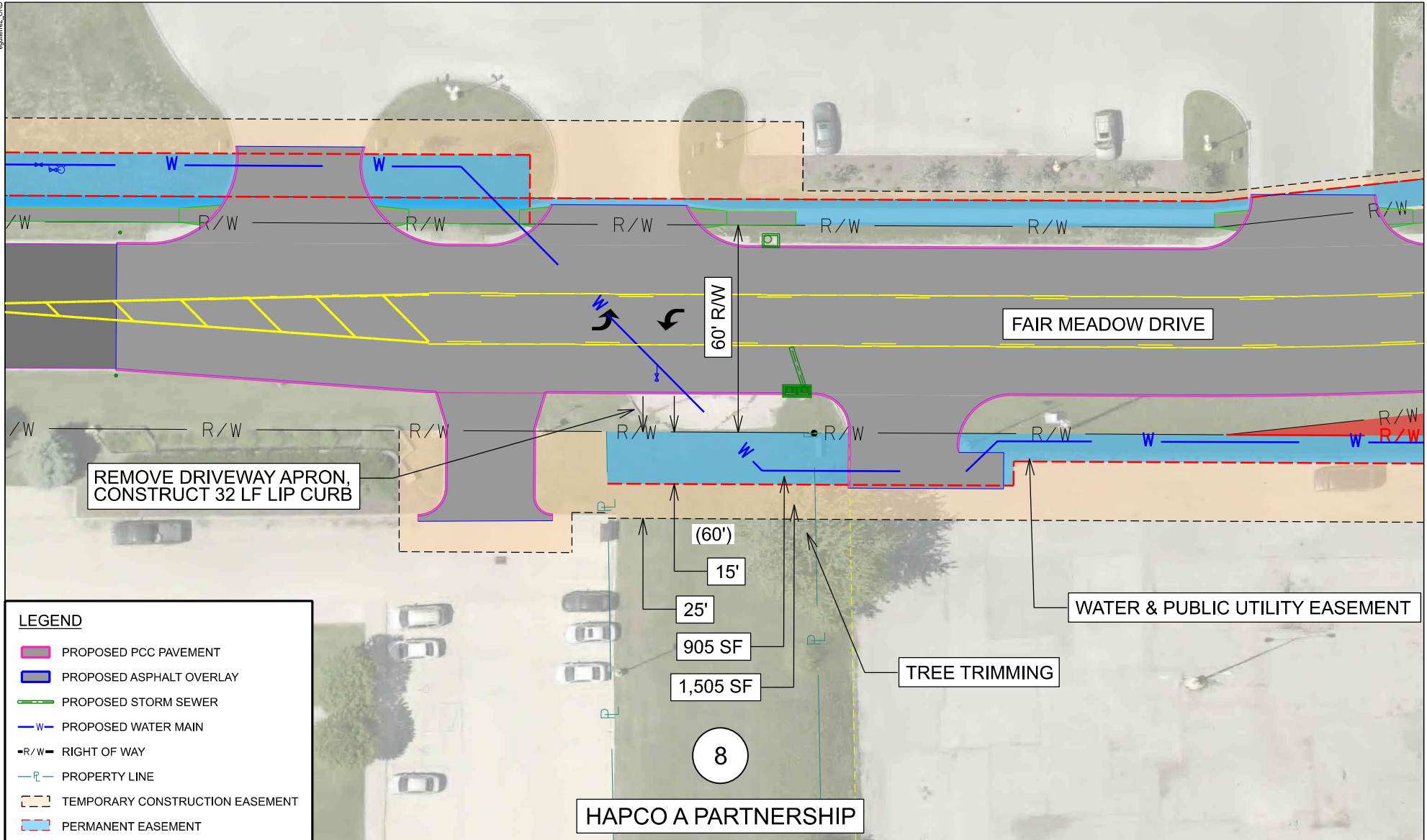
Karyl Bonjour, City Clerk

STATE OF IOWA, COUNTY OF HAMILTON: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Hawkins and Karyl Bonjour, to me personally known, who being by me duly sworn, did say the they are the Mayor and City Clerk, respectively, of the City of Webster City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the corporation, by authority of its City Council, and that John Hawkins and Karyl Bonjour acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa.





# LEGEND

- PROPOSED PCC PAVEMENT
- PROPOSED ASPHALT OVERLAY
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- RIGHT OF WAY
- PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT



## PARCEL 08 - HAPCO A PARTNERSHIP



PROJECT NAME:  
 FAIR MEADOW DRIVE  
 RECONSTRUCTION

SCALE:  
 1"=40'

DATE:  
 2/3/2023

PROJECT #:  
 122.0346.01A

PREPARED BY and RETURN TO: CITY OF WEBSTER CITY, CITY HALL, 400 SECOND ST, WEBSTER City, IA

### **TEMPORARY CONSTRUCTION EASEMENT CONVEYANCE**

THIS AGREEMENT, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between DAPC Building 3 LLC, an Iowa Limited Liability Company, whose address for purpose of this Agreement is 601 Fair Meadow Drive, Webster City, Iowa, 50595, hereinafter referred to as Owner, and City of Webster City, Iowa, a Municipal Corporation, whose address for purpose of this Agreement is 400 Second Street, Webster City, Iowa, 50595, hereinafter referred to as City, as follows:

WITNESSETH:

1. That the Owner, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City, its successors and assigns, a temporary easement to use and occupy temporarily during the initial construction in connection with the City's Fair Meadow Drive Reconstruction Project, over the following described real property, to wit:

Property legally described in the Easement Exhibit attached hereto and by this reference made a part hereof.

2. The Owner and the City further agree to all of the following covenants, terms and conditions as a part of and included within this Temporary Easement:
  - (a) That the City shall perform the construction work contemplated herein at its sole cost and expense and in compliance with all applicable laws and regulations and in a good and workmanlike manner without unreasonably disturbing the operations and activities of Owner, or its lessee on the remainder of Owner's property in the vicinity of the Easement Area. The City shall timely and fully pay all such costs of the construction and shall keep the Easement Area and the rest of Owner's property free and clear of Mechanic's Liens and Material's Liens at all times.
  - (b) That in the event fences, driveways other appurtenances to the property are damaged during the construction, the City will cause the said improvements on the property herein described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.



- (c) That immediately following the construction herein referred to, the City will cause to be removed from the Temporary Easement Area, all debris, surplus material and construction equipment and leave the Temporary Easement Area in a neat and presentable condition and to restore the Temporary Easement Area and its surface to a reasonably similar condition to what it was prior to the City's construction activities.
- (d) That the right, privilege and easement herein granted shall cease and terminate immediately following the completion of construction, final inspection and acceptance of the Project by the City and the performance by the City of the conditions and covenants herein set out or within 18 months of the commencement of construction by the City, the date of which will be given to Owner by the City, whichever may occur earlier.
- (e) The City is hereby given permission by the Owner to allow for the shaping of slopes beyond the permanent right of way and/or easement lines, in accordance with project plans.
- (f) The Owner agrees that the City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described.
- (g) The Owner hereby covenants with the City and does further represent to the City that the Owner holds the above-described real estate by title and in fee simple, free and clear from all liens and encumbrances except as may be herein set forth. Owner covenants to warrant and defend the premises against the lawful claims of all persons, except as may be above stated.
- (h) The parties further agree that for purposes of construing this document and the acknowledgment(s) below, the singular shall include the plural and the plural the singular; the masculine gender shall include the feminine and neuter genders and the feminine the masculine and neuter, and the neuter gender shall include both or either masculine or feminine gender wherever appropriate; and references to natural persons shall include corporate bodies, public and private, all wherever appropriate, in order to facilitate a reasonable and uniform interpretation and application of this document. The parties agree that this document constitutes the entire agreement and understanding of the parties and any and all verbal statements or representations made prior to or subsequent to the execution of this document are not binding on either party.
- (i) The parties further agree that except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Owner agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Owner or its employees, agents or representatives.

- (j) The parties further agree that this Agreement, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.
- (k) The parties further agree that this Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

IN WITNESS WHEREOF, the parties herein have set their hands this \_\_\_\_ day of \_\_\_\_\_, 2023.

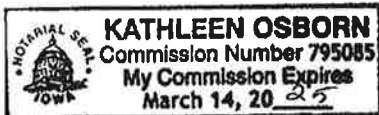
**DAPC Building 3 LLC, an Iowa Limited Liability Company- Owner**

By: Thomas Small

Title: President

STATE OF Iowa, COUNTY OF Polk: ss

On this 7<sup>th</sup> day of March, 2023, before me, the undersigned a Notary Public in and for the said State, personally appeared Thomas Small, to me personally known, who being by me duly sworn, acknowledged the execution of said instrument to be the voluntary act and deed of said party, by it and by them voluntarily executed.



Kathleen Osborn

Notary Public in and for the State of Iowa

**City of Webster City, Iowa**

John Hawkins, Mayor

**ATTEST:**

Karyl Bonjour, City Clerk



STATE OF IOWA, COUNTY OF HAMILTON: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Hawkins and Karyl Bonjour, to me personally known, who being by me duly sworn, did say the they are the Mayor and City Clerk, respectively, of the City of Webster City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the corporation, by authority of its City Council, and that John Hawkins and Karyl Bonjour acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa.



122.0346.01A



PREPARED BY and RETURN TO: CITY OF WEBSTER CITY, CITY HALL, 400 SECOND ST, WEBSTER CITY, IA

### **EASEMENT CONVEYANCE**

THIS AGREEMENT, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Kwik Trip Inc., a Wisconsin Corporation, whose address for purpose of this Agreement is Attn: Legal Department, 1626 Oak Street, La Crosse, Wisconsin 54603, hereinafter referred to as OWNER, and City of Webster City, Iowa, a Municipal Corporation, whose address for purpose of this Agreement is 400 Second Street, Webster City, Iowa, 50595, hereinafter referred to as CITY, as follows:

WITNESSETH:

1. That the Owner, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City, its successors and assigns a permanent and perpetual non-exclusive easement for the purpose of construction or reconstruction of a sidewalk, on the surface of the ground, together with the right of ingress and egress in, under, across and along a property locally known as 505 Fair Meadow Drive, Webster City, Iowa, 50595, and herein legally described as follows:

Property legally described in the Easement Exhibit attached hereto and by this reference made a part hereof.

2. The Owner and the City further agree to all of the following covenants, terms and conditions as a part of and included within these Easements:
  - (a) The Easements granted by the Owner to the City may be assigned, conveyed or leased by the City, in whole or in part, to any other public or private entity for one or more of the purposes set forth in paragraph (1) above, without notice or additional compensation to the Owner.
  - (b) After construction or future reconstruction, if applicable, the City, its successors and assigns, agrees to restore the described land to substantially the same condition as prior to entry, which shall include the restoration of lawns and landscaping by sodding, seeding and irrigating; replacement or repair of the damaged portion of concrete or asphalt driveways removed for grading or access purposes; replacement of fences or other structures removed or damaged by the City, its successors and assigns, during the course of construction, with exception of the following: NONE.

It is understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

- (c) The Owner agrees that no buildings, structures or other permanent improvements shall be built or placed upon the above-described easement area and that if such improvements are constructed or placed in violation of this easement, the City, its successors and assigns, shall not be responsible for any damages resulting thereto from the construction or reconstruction of the sidewalk located within the easement area. The City, its successors and assigns, shall have the right to clear and remove any obstructions from the easement area without liability. The Owner further agrees that it will not change the grade, elevation or contour of any part of the easement area without the prior written approval of the City.
- (d) The Owner agrees that after installation of the sidewalk, the City shall not be responsible for any maintenance of the sidewalk or the land located within the Easement Area whatsoever and that responsibility for said maintenance, now or into the future, shall remain with the Owner, its grantees, assigns or transferees, subject to applicable City Code of Ordinance provisions addressing sidewalks.
- (e) The Owner agrees that the City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
- (f) The Owner reserves the right to utilize the Easement Area for any purpose that does not materially interfere with the rights granted by the Owner to the City. Such use by the City of the Easement Area shall not unreasonably interfere with the Owner's use and enjoyment of the Owner's property, including the Easement Area.
- (g) The Owner hereby covenants with the City and does further represent to the City that the Owner holds the above-described real estate by title and in fee simple, free and clear from all liens and encumbrances except as may be herein set forth. Owner covenants to warrant and defend the premises against the lawful claims of all persons, except as may be above stated. The undersigned Owner further relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement or Easements.
- (h) The parties agree that this document constitutes a perpetual, irrevocable covenant running with the land for the benefit of the City, its successors and assigns, and may not be revoked or rescinded by the Owner, its successors or assigns, for any reason.
- (i) The parties further agree that for purposes of construing this document and the acknowledgment(s) below, the singular shall include the plural and the plural the singular; the masculine gender shall include the feminine and neuter genders and the feminine the masculine and neuter, and the neuter gender shall include both or either masculine or feminine gender wherever appropriate; and references to




natural persons shall include corporate bodies, public and private, all wherever appropriate, in order to facilitate a reasonable and uniform interpretation and application of this document. The parties agree that this document constitutes the entire agreement and understanding of the parties and any and all verbal statements or representations made prior to or subsequent to the execution of this document are not binding on either party.

- (j) The parties further agree that except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Owner agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Owner or its employees, agents or representatives.
- (k) The parties further agree that this Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

IN WITNESS WHEREOF, the parties herein have set their hands this 5<sup>th</sup> day of May, 2023.

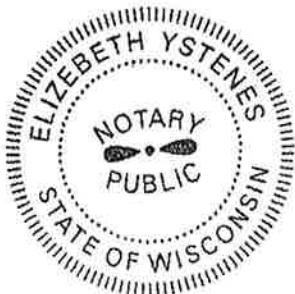
**Kwik Trip Inc., a Wisconsin Corporation- Owner**

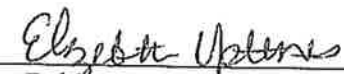
  
By: Jeffrey J. Wrobel

Title: CFO and Treasurer

STATE OF WISCONSIN, COUNTY OF LA CROSSE: ss

On this 5<sup>th</sup> day of May, 2023, before me, the undersigned a Notary Public in and for the said State, personally appeared Jeffrey J. Wrobel, to me personally known, who being by me duly sworn, acknowledged the execution of said instrument to be the voluntary act and deed of said party, by it and by them voluntarily executed.



  
Notary Public in and for the State of Wisconsin

**City of Webster City, Iowa**

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

**ATTEST:**

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

STATE OF IOWA, COUNTY OF HAMILTON: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Hawkins and Karyl Bonjour, to me personally known, who being by me duly sworn, did say they are the Mayor and City Clerk, respectively, of the City of Webster City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the corporation, by authority of its City Council, and that John Hawkins and Karyl Bonjour acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa.



INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
BRIAN FOLTZ  
SNYDER & ASSOCIATES, INC.  
911 CENTRAL AVENUE  
FORT DODGE, IOWA 50501  
515-573-2030  
BFOLTZ@SNYDER-ASSOCIATES.COM  
SERVICE PROVIDED BY:  
SNYDER & ASSOCIATES, INC.  
SURVEY LOCATED:  
PT LOT 1  
FAIR MEADOW HEIGHTS SUBDIVISION  
SECTION 12-88N-26W  
REQUESTED BY:  
CITY OF WEBSTER CITY, IOWA

SIDEWALK EASEMENT PLAT

EASEMENT DESCRIPTION

THE SOUTH 7.50 FEET OF LOT 1, FAIR MEADOW HEIGHTS SUBDIVISION, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEBSTER CITY, HAMILTON COUNTY, IOWA AND CONTAINING 4,124 SQUARE FEET.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS EXPRESS OR IMPLIED.

OWNER

KWIK TRIP INC  
505 FAIR MEADOW DRIVE  
WEBSTER CITY, IA 50595

DATE OF SURVEY

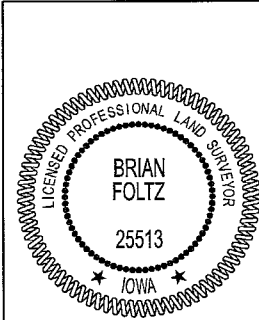
OCTOBER 29, 2021

BASIS OF BEARING

THE SOUTH LINE OF SAID LOT 1 IS ASSUMED TO BEAR NORTH 89°43'13" WEST FOR THE PURPOSES OF THIS SURVEY.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Orange Plastic Cap#25513 (Unless Otherwise Noted)	●	○
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Calculated Corner	+	
Existing Easement	---	
Section Line	---	
1/4 Section Line	---	
1/4 1/4 Section Line	---	
Easement Line	-----	



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Brian Foltz* 1/31/23  
Brian Foltz, PLS Date

License Number 25513  
My License Renewal Date is December 31, 2024

Pages or sheets covered by this seal:  
Sheets 1 and 2 of 2

FAIR MEADOW DRIVE RECONSTRUCTION

PARCEL 2 - KWIK STAR INC



SNYDER & ASSOCIATES, INC.  
Engineers and Planners

911 CENTRAL AVENUE  
FORT DODGE, IA 50501 (515) 573-2030

SHEET 1 OF 2

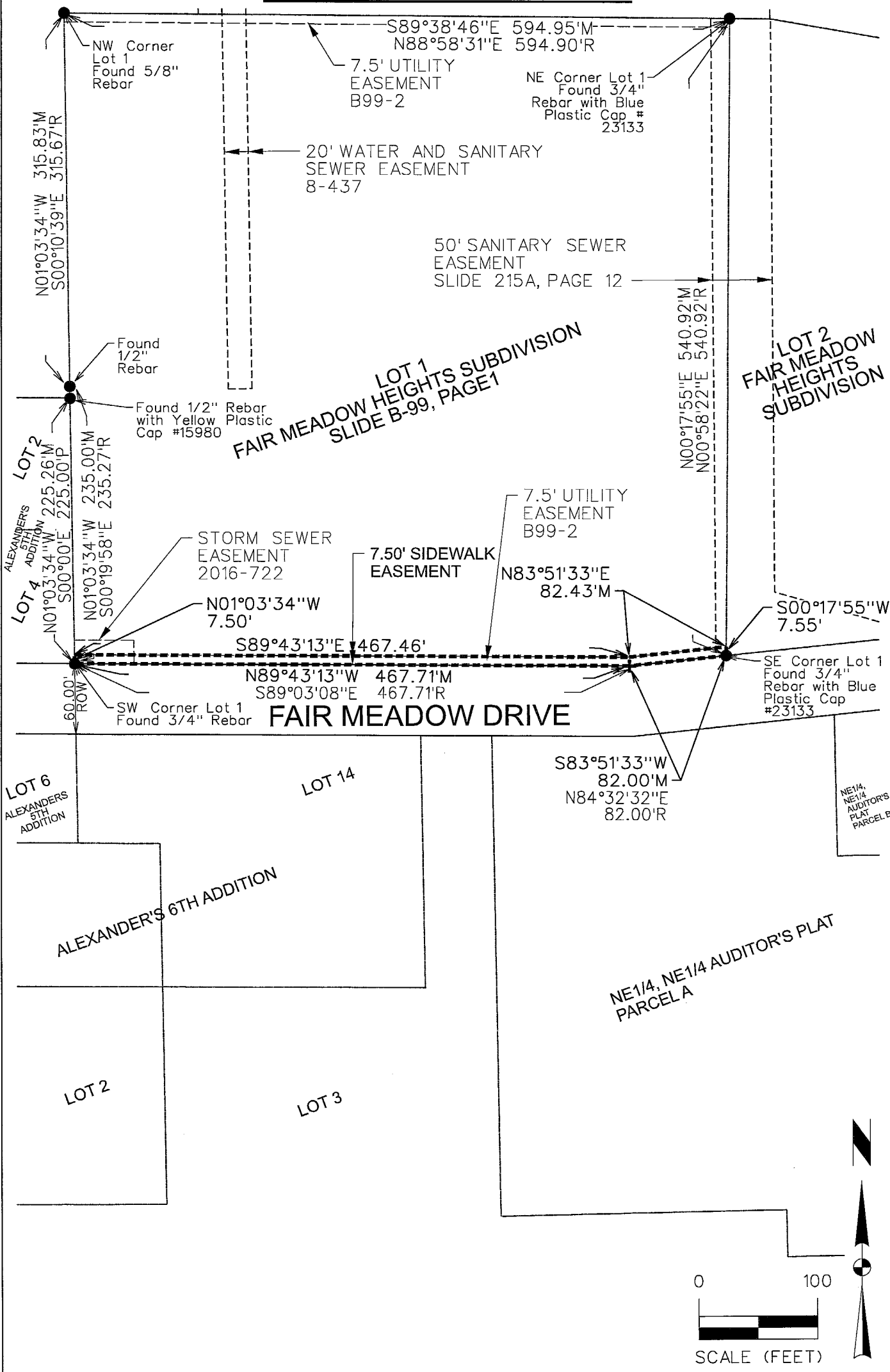
PN: 122.0346.01A

FBK: Bk , Pg 43

DATE: 01-31-23

PM/TECH: EJM/SDB

SIDEWALK EASEMENT PLAT



FAIR MEADOW DRIVE RECONSTRUCTION  
PARCEL 2 - KWIK STAR INC

SHEET 2 OF 2
PN: 122.0346.01A
FBK: Bk , Pg 43
DATE: 01-31-23
PM/TECH: EJM/SDB



**SNYDER & ASSOCIATES, INC.**  
Engineers and Planners

911 CENTRAL AVENUE  
FORT DODGE, IA 50501 (515) 573-2030



PREPARED BY and RETURN TO: CITY OF WEBSTER CITY, CITY HALL, 400 SECOND ST, WEBSTER CITY, IA

### **EASEMENT CONVEYANCE**

THIS AGREEMENT, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Kwik Trip Inc., a Wisconsin Corporation, whose address for purpose of this Agreement is Attn: Legal Department, 1626 Oak Street, La Crosse, Wisconsin 54603, hereinafter referred to as OWNER, and City of Webster City, Iowa, a Municipal Corporation, whose address for purpose of this Agreement is 400 Second Street, Webster City, Iowa, 50595, hereinafter referred to as CITY, as follows:

WITNESSETH:

1. That the Owner, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City, its successors and assigns a permanent and perpetual non- exclusive easement for the purpose of construction, reconstruction, operating, maintaining and removing all public utilities, including but not limited to water lines, sanitary and storm sewer infrastructure, sub-drain and footing drain collectors, electric lines, electronic communication lines and any other form of utility whatsoever, on or under the surface of the ground, together with the right of ingress and egress in, under, across and along a property locally known as 505 Fair Meadow Drive, Webster City, Iowa, 50595, and herein legally described as follows:

Property legally described in the Easement Exhibit attached hereto and by this reference made a part hereof.

2. The Owner and the City further agree to all of the following covenants, terms and conditions as a part of and included within these Easements:
  - (a) The Easements granted by the Owner to the City may be assigned, conveyed or leased by the City, in whole or in part, to any other public or private entity for one or more of the purposes set forth in paragraph (1) above, without notice or additional compensation to the Owner.
  - (b) After construction or future maintenance, the City, its successors and assigns, agrees to restore the described land to substantially the same condition as prior to entry, which shall include the restoration of lawns and landscaping by sodding, seeding, and irrigating; replacement or repair of the damaged portion of concrete or asphalt driveways removed for grading or access purposes; replacement of fences or other structures removed or damaged by the City, its successors and

assigns, during the course of construction, with exception of the following:  
NONE.

It is understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

- (c) The Owner agrees that no buildings, structures or other permanent improvements shall be built or placed upon the above-described easement area and that if such improvements are constructed or placed in violation of this easement, the City, its successors and assigns, shall not be responsible for any damages resulting thereto from the construction, reconstruction, maintenance, operation, removal or repair of the utilities located within the easement area. The City, its successors and assigns, shall have the right to clear and remove any obstructions from the easement area without liability. The Owner further agrees that it will not change the grade, elevation or contour of any part of the easement area without the prior written approval of the City.
- (d) The Owner agrees that the City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
- (e) The Owner reserves the right to utilize the Easement Area for any purpose that does not materially interfere with the rights granted by the Owner to the City. Such use by the City of the Easement Area shall not unreasonably interfere with the Owner's use and enjoyment of the Owner's property, including the Easement Area.
- (f) The Owner hereby covenants with the City and does further represent to the City that the Owner holds the above-described real estate by title and in fee simple, free and clear from all liens and encumbrances except as may be herein set forth. Owner covenants to warrant and defend the premises against the lawful claims of all persons, except as may be above stated. The undersigned Owner further relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement or Easements.
- (g) The parties agree that this document constitutes a perpetual, irrevocable covenant running with the land for the benefit of the City, its successors and assigns, and may not be revoked or rescinded by the Owner, its successors or assigns, for any reason.
- (h) The parties further agree that for purposes of construing this document and the acknowledgment(s) below, the singular shall include the plural and the plural the singular; the masculine gender shall include the feminine and neuter genders and the feminine the masculine and neuter, and the neuter gender shall include both or either masculine or feminine gender wherever appropriate; and references to natural persons shall include corporate bodies, public and private, all wherever appropriate, in order to facilitate a reasonable and uniform interpretation and application of this document. The parties agree that this document constitutes the



entire agreement and understanding of the parties and any and all verbal statements or representations made prior to or subsequent to the execution of this document are not binding on either party.

- (i) The parties further agree that except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Owner agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Owner or its employees, agents or representatives.
- (j) The parties further agree that this Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

IN WITNESS WHEREOF, the parties herein have set their hands this 5<sup>th</sup> day of May, 2023.

**Kwik Trip Inc., a Wisconsin Corporation- Owner**

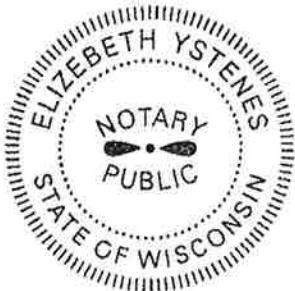
[Signature]

By: Jeffrey J. Wrobel

Title: CFO and Treasurer

STATE OF WISCONSIN, COUNTY OF LA CROSSE: ss

On this 5<sup>th</sup> day of May, 2023, before me, the undersigned a Notary Public in and for the said State, personally appeared Jeffrey J. Wrobel, to me personally known, who being by me duly sworn, acknowledged the execution of said instrument to be the voluntary act and deed of said party, by it and by them voluntarily executed.



[Signature]  
Notary Public in and for the State of Wisconsin

**City of Webster City, Iowa**

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

**ATTEST:**

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

STATE OF IOWA, COUNTY OF HAMILTON: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Hawkins and Karyl Bonjour, to me personally known, who being by me duly sworn, did say they are the Mayor and City Clerk, respectively, of the City of Webster City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the corporation, by authority of its City Council, and that John Hawkins and Karyl Bonjour acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa.



INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
BRIAN FOLTZ  
SNYDER & ASSOCIATES, INC.  
911 CENTRAL AVENUE  
FORT DODGE, IOWA 50501  
515-573-2030  
BFOLTZ@SNYDER-ASSOCIATES.COM  
SERVICE PROVIDED BY:  
SNYDER & ASSOCIATES, INC.  
SURVEY LOCATED:  
PT LOT 1  
FAIR MEADOW HEIGHTS SUBDIVISION  
SECTION 12-88N-26W  
REQUESTED BY:  
CITY OF WEBSTER CITY, IOWA

WATER MAIN AND PUBLIC UTILITY EASEMENT PLAT

EASEMENT DESCRIPTION

THE PART OF LOT 1, FAIR MEADOW HEIGHTS SUBDIVISION, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEBSTER CITY, HAMILTON COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 01°03'34" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 10.00; THENCE NORTH 78°55'17" EAST, A DISTANCE OF 50.77 FEET; THENCE SOUTH 89°43'13" EAST, A DISTANCE OF 200.26 FEET; THENCE SOUTH 00°16'47" WEST, A DISTANCE OF 20.00 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89°43'13" WEST ALONG SAID SOUTH LINE OF LOT 1, A DISTANCE OF 249.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,751 SQUARE FEET.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS EXPRESS OR IMPLIED.

OWNER

KWIK TRIP INC  
505 FAIR MEADOW DRIVE  
WEBSTER CITY, IA 50595

DATE OF SURVEY

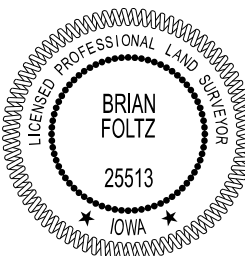
OCTOBER 29, 2021

BASIS OF BEARING

THE SOUTH LINE OF SAID LOT 1 IS ASSUMED TO BEAR NORTH 89°43'13" WEST FOR THE PURPOSES OF THIS SURVEY.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Orange Plastic Cap*25513 (Unless Otherwise Noted)	●	○
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Calculated Corner	+	
Existing Easement	----	
Section Line	_____	
1/4 Section Line	_____	
1/4 1/4 Section Line	_____	
Easement Line	-----	



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Brian Foltz, PLS

Date

License Number

25513

My License Renewal Date is December 31, 2024

Pages or sheets covered by this seal:

Sheets 1 and 2 of 2

FAIR MEADOW DRIVE RECONSTRUCTION

PARCEL 2 - KWIK TRIP INC

REVISED: 03-28-23



SNYDER & ASSOCIATES, INC.  
Engineers and Planners

911 CENTRAL AVENUE  
FORT DODGE, IA 50501 (515) 573-2030

SHEET 1 OF 2

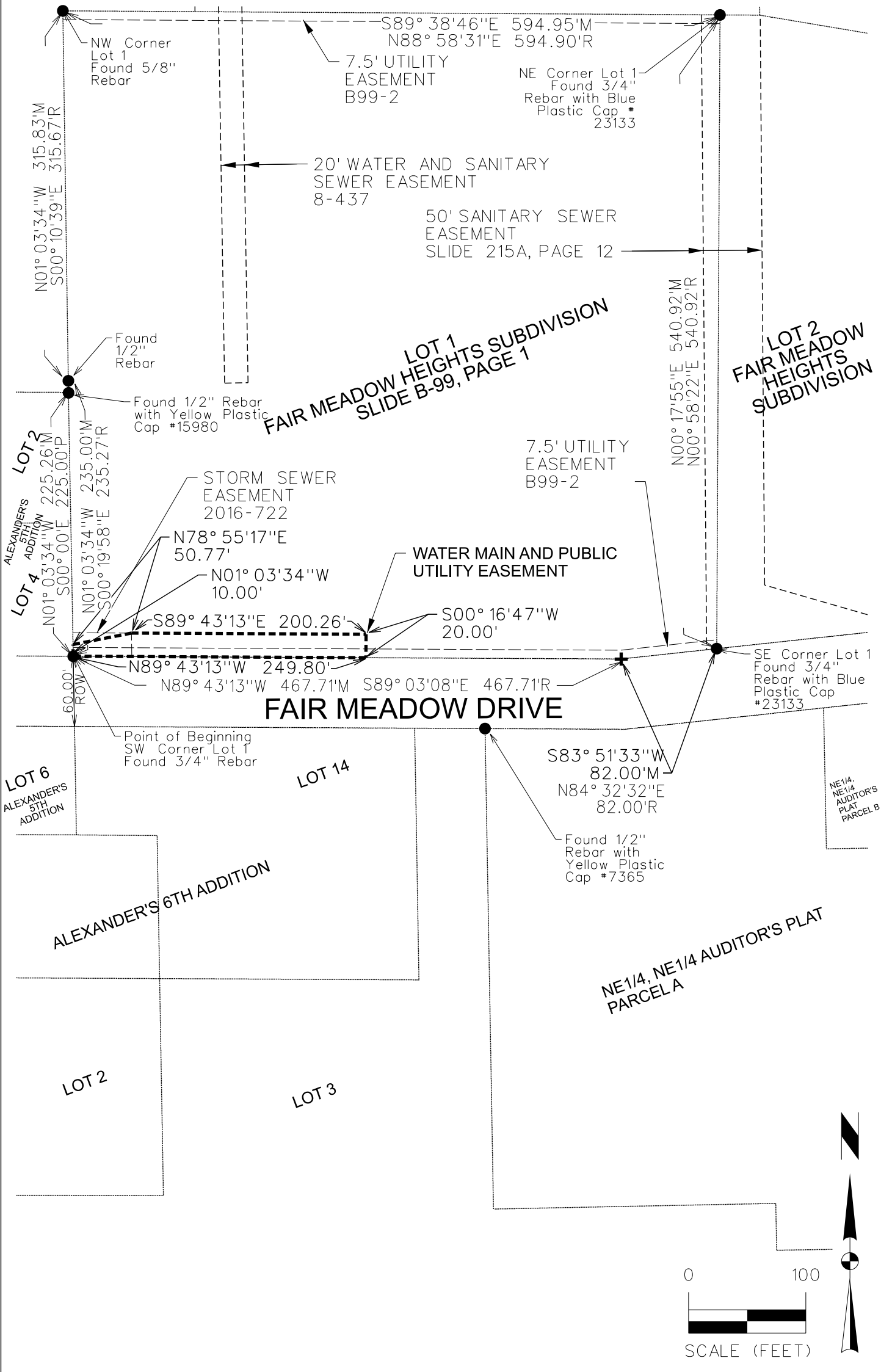
PN: 122.0346.01A

FBK: Bk , Pg 43

DATE: 01-31-23

PM/TECH: EJM/SDB

WATER MAIN AND PUBLIC UTILITY EASEMENT PLAT



FAIR MEADOW DRIVE RECONSTRUCTION

PARCEL 2 - KWIK TRIP INC

REVISED: 03-28-23



**SNYDER & ASSOCIATES, INC.**  
Engineers and Planners

911 CENTRAL AVENUE  
FORT DODGE, IA 50501 (515) 573-2030

SHEET 2 OF 2

PN: 122.0346.01A

FBK: Bk, Pg 43

DATE: 01-31-23

PM/TECH: EJM/SDB



PREPARED BY and RETURN TO: CITY OF WEBSTER CITY, CITY HALL, 400 SECOND ST, WEBSTER CITY, IA

### **EASEMENT CONVEYANCE**

THIS AGREEMENT, made and entered into on this 21<sup>st</sup> day of 05, 2023, by and between Thach Vuong and Tuyet Vuong, a married couple, whose address for purpose of this Agreement is 2307 Superior Street, Webster City, Iowa, 50595, hereinafter referred to as OWNER, and City of Webster City, Iowa, a Municipal Corporation, whose address for purpose of this Agreement is 400 Second Street, Webster City, Iowa, 50595, hereinafter referred to as CITY, as follows:

WITNESSETH:

1. That the Owner, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City, its successors and assigns a permanent and perpetual easement for the purpose of construction, reconstruction, operating, maintaining and removing all public utilities, including but not limited to water lines, sanitary and storm sewer infrastructure, sub-drain and footing drain collectors, electric lines, electronic communication lines and any other form of utility whatsoever, on or under the surface of the ground, together with the right of ingress and egress in, under, across and along a property locally known as 2307 Superior Street, Webster City, Iowa, 50595, and herein legally described as follows:

Property legally described in the Easement Exhibit attached hereto and by this reference made a part hereof.

2. The Owner and the City further agree to all of the following covenants, terms and conditions as a part of and included within these Easements:
  - (a) The Easements granted by the Owner to the City may be assigned, conveyed or leased by the City, in whole or in part, to any other public or private entity for one or more of the purposes set forth in paragraph (1) above, without notice or additional compensation to the Owner.
  - (b) After construction or future maintenance, the City, its successors and assigns, agrees to restore the described land to substantially the same condition as prior to entry, which shall include the restoration of lawns by sodding or seeding; replacement or repair of the damaged portion of concrete or asphalt driveways removed for grading or access purposes; replacement of fences or other structures

removed or damaged by the City, its successors and assigns, during the course of construction, with exception of the following: NONE.

- (c) The Owner agrees that no buildings, structures or other permanent improvements shall be built or placed upon the above-described easement area and that if such improvements are constructed or placed in violation of this easement, the City, its successors and assigns, shall not be responsible for any damages resulting thereto from the construction, reconstruction, maintenance, operation, removal or repair of the utilities located within the easement area. The City, its successors and assigns, shall have the right to clear and remove any obstructions from the easement area without liability. The Owner further agrees that it will not change the grade, elevation or contour of any part of the easement area without the prior written approval of the City.
- (d) The Owner agrees that the City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
- (e) The City agrees that it will not assess back the costs of the public improvements to the Owner related to the City's use of the Easement Area granted herein.
- (f) The Owner hereby covenants with the City and does further represent to the City that the Owner holds the above-described real estate by title and in fee simple, free and clear from all liens and encumbrances except as may be herein set forth. Owner covenants to warrant and defend the premises against the lawful claims of all persons, except as may be above stated. The undersigned Owner further relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement or Easements.
- (g) The parties agree that this document constitutes a perpetual, irrevocable covenant running with the land for the benefit of the City, its successors and assigns, and may not be revoked or rescinded by the Owner, its successors or assigns, for any reason.
- (h) The parties further agree that for purposes of construing this document and the acknowledgment(s) below, the singular shall include the plural and the plural the singular; the masculine gender shall include the feminine and neuter genders and the feminine the masculine and neuter, and the neuter gender shall include both or either masculine or feminine gender wherever appropriate; and references to natural persons shall include corporate bodies, public and private, all wherever appropriate, in order to facilitate a reasonable and uniform interpretation and application of this document. The parties agree that this document constitutes the entire agreement and understanding of the parties and any and all verbal statements or representations made prior to or subsequent to the execution of this document are not binding on either party.



- (i) The parties further agree that except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Owner agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Owner or its employees, agents or representatives.
- (j) The parties further agree that this Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

IN WITNESS WHEREOF, the parties herein have set their hands this 25 day of 05, 2023.

**Thach Vuong - Owner**

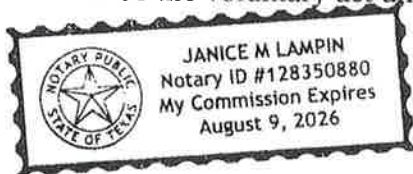



**Tuyet Vuong - Owner**



STATE OF TX, COUNTY OF Gregg : ss

On this 25<sup>th</sup> day of May 2023, before me, the undersigned a Notary Public in and for the said State, personally appeared Thach Vuong and Tuyet Vuong, a married couple, to me personally known, who being by me duly sworn, acknowledged the execution of said instrument to be the voluntary act and deed of said party, by it and by them voluntarily executed.



  
Notary Public in and for the State of TX

**City of Webster City, Iowa**

John Hawkins, Mayor

**ATTEST:**

Karyl Bonjour, City Clerk

STATE OF IOWA, COUNTY OF HAMILTON: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Hawkins and Karyl Bonjour, to me personally known, who being by me duly sworn, did say the they are the Mayor and City Clerk, respectively, of the City of Webster City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the corporation, by authority of its City Council, and that John Hawkins and Karyl Bonjour acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa.



INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
BRIAN FOLTZ  
SNYDER & ASSOCIATES, INC.  
911 CENTRAL AVENUE  
FORT DODGE, IOWA 50501  
515-573-2030  
BFOLTZ@SNYDER-ASSOCIATES.COM  
SERVICE PROVIDED BY:  
SNYDER & ASSOCIATES, INC.  
SURVEY LOCATED:  
PT PARCEL A  
NE1/4, NE1/4 AUDITOR'S PLAT  
SECTION 12-88N-26W  
REQUESTED BY:  
CITY OF WEBSTER CITY, IOWA

WATER MAIN AND PUBLIC UTILITY EASEMENT PLAT  
EASEMENT DESCRIPTION

A PART OF PARCEL A, AUDITOR'S PLAT OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 88 NORTH, RANGE 26 WEST OF THE 5TH P.M., AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEBSTER CITY, HAMILTON COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL A; THENCE SOUTH 89°43'13" EAST ALONG THE NORTH LINE OF PARCEL A, A DISTANCE OF 191.69 FEET; THENCE NORTH 82°19'47" EAST, A DISTANCE OF 18.20 FEET; THENCE SOUTH 06°08'27" EAST, A DISTANCE OF 7.39 FEET; THENCE SOUTH 83°51'33" WEST, A DISTANCE OF 28.38 FEET; THENCE NORTH 89°43'13" WEST, A DISTANCE OF 124.50 FEET; THENCE SOUTH 00°16'47" WEST, A DISTANCE OF 7.00 FEET; THENCE NORTH 89°43'13" WEST, A DISTANCE OF 57.51 FEET TO THE WEST LINE OF SAID PARCEL A; THENCE NORTH 01°00'24" WEST ALONG SAID WEST LINE OF PARCEL A, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,064 SQUARE FEET.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS EXPRESS OR IMPLIED.

OWNER

THACH VUONG  
2307 SUPERIOR STREET  
WEBSTER CITY, IA 50595

DATE OF SURVEY

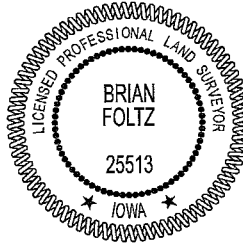
OCTOBER 29, 2021

BASIS OF BEARING

THE NORTH LINE OF SAID PARCEL A IS ASSUMED TO BEAR SOUTH 89°42'24" EAST FOR THE PURPOSES OF THIS SURVEY.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Orange Plastic Cap#25513 (Unless Otherwise Noted)	●	○
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Calculated Corner	+	
Existing Easement	---	
Section Line	---	
1/4 Section Line	---	
1/4 1/4 Section Line	---	
Easement Line	-----	



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Brian Foltz* 1/31/23  
Date  
Brian Foltz, PLS  
License Number 25513  
My License Renewal Date is December 31, 2024  
Pages or sheets covered by this seal:  
Sheets 1 and 2 of 2

FAIR MEADOW DRIVE RECONSTRUCTION

PARCEL 5 - THACH VUONG

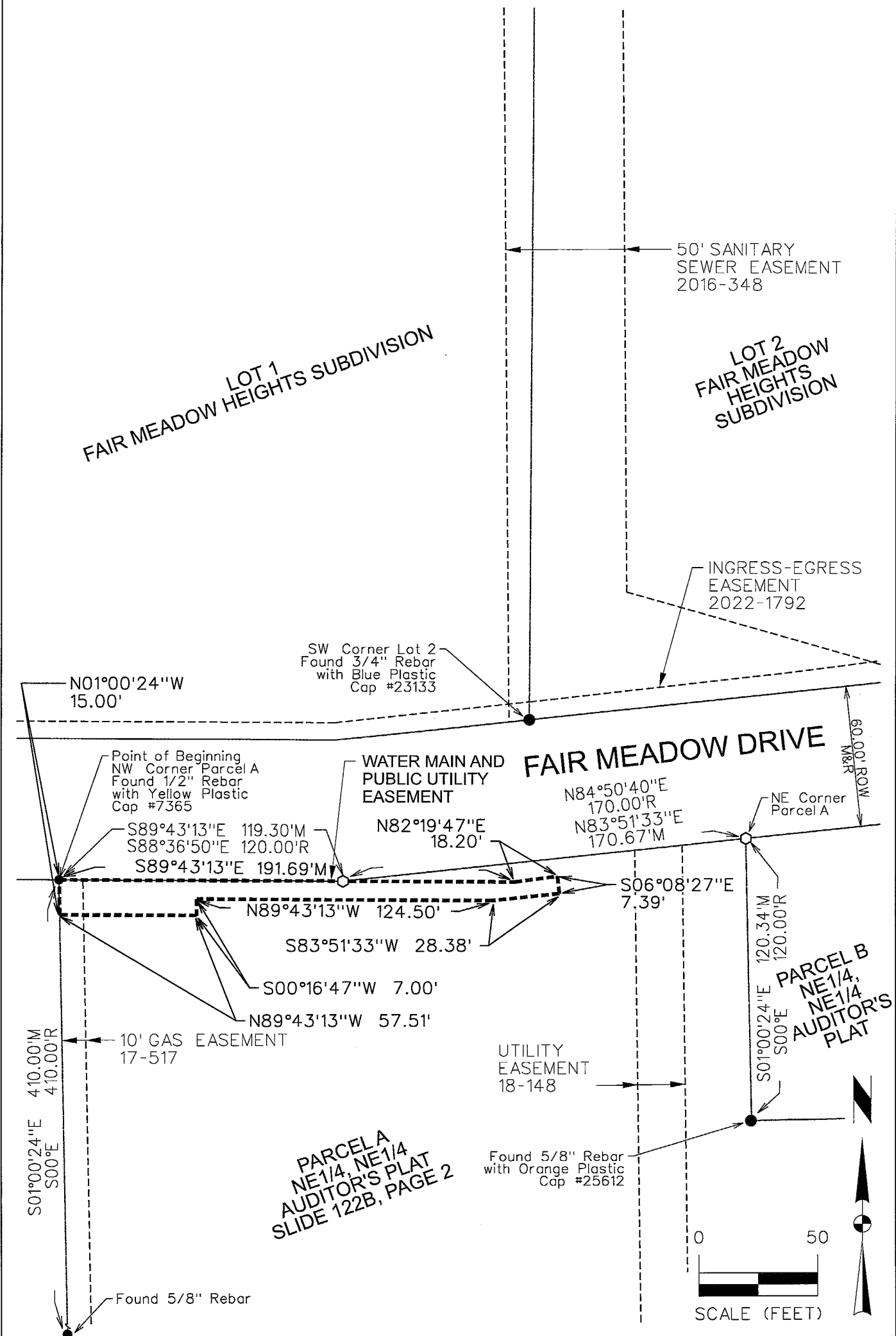


SNYDER & ASSOCIATES, INC.  
Engineers and Planners

911 CENTRAL AVENUE  
FORT DODGE, IA 50501 (515) 573-2030

SHEET 1 OF 2
PN: 122.0346.01A
FBK: Bk , Pg 43
DATE: 01-31-23
PM/TECH: EJM/SDB

WATER MAIN AND PUBLIC UTILITY EASEMENT PLAT



FAIR MEADOW DRIVE RECONSTRUCTION

PARCEL 5 - THACH VUONG



**SNYDER & ASSOCIATES, INC.**  
Engineers and Planners

911 CENTRAL AVENUE  
FORT DODGE, IA 50501 (515) 573-2030

SHEET 2 OF 2

PN: 122.0346.01A

FBK: Bk, Pg 43

DATE: 01-31-23

PM/TECH: EJM/SDB



**EASEMENT CONVEYANCE**

THIS AGREEMENT, made and entered into on this 15 day of MARCH, 2023, by and between Hapco A Partnership, an Iowa Partnership, whose address for purpose of this Agreement is 600 Fair Meadow Drive, Webster City, Iowa, 50595, hereinafter referred to as OWNER, and City of Webster City, Iowa, a Municipal Corporation, whose address for purpose of this Agreement is 400 Second Street, Webster City, Iowa, 50595, hereinafter referred to as CITY, as follows:

**WITNESSETH:**

1. That the Owner, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City, its successors and assigns a permanent and perpetual easement for the purpose of construction, reconstruction, operating, maintaining and removing all public utilities, including but not limited to water lines, sanitary and storm sewer infrastructure, sub-drain and footing drain collectors, electric lines, electronic communication lines and any other form of utility whatsoever, on or under the surface of the ground, together with the right of ingress and egress in, under, across and along a property locally known as 600 Fair Meadow Drive, Webster City, Iowa, 50595, and herein legally described as follows:

Property legally described in the Easement Exhibit attached hereto and by this reference made a part hereof.

2. The Owner and the City further agree to all of the following covenants, terms and conditions as a part of and included within these Easements:
  - (a) The Easements granted by the Owner to the City may be assigned, conveyed or leased by the City, in whole or in part, to any other public or private entity for one or more of the purposes set forth in paragraph (1) above, without notice or additional compensation to the Owner.
  - (b) After construction or future maintenance, the City, its successors and assigns, agrees to restore the described land to substantially the same condition as prior to entry, which shall include the restoration of lawns by sodding or seeding; replacement or repair of the damaged portion of concrete or asphalt driveways removed for grading or access purposes; replacement of fences or other structures

removed or damaged by the City, its successors and assigns, during the course of construction, with exception of the following: NONE.

It is understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

- (c) The Owner agrees that no buildings, structures or other permanent improvements shall be built or placed upon the above-described easement area and that if such improvements are constructed or placed in violation of this easement, the City, its successors and assigns, shall not be responsible for any damages resulting thereto from the construction, reconstruction, maintenance, operation, removal or repair of the utilities located within the easement area. The City, its successors and assigns, shall have the right to clear and remove any obstructions from the easement area without liability. The Owner further agrees that it will not change the grade, elevation or contour of any part of the easement area without the prior written approval of the City.
- (d) The Owner agrees that the City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
- (e) The Owner hereby covenants with the City and does further represent to the City that the Owner holds the above-described real estate by title and in fee simple, free and clear from all liens and encumbrances except as may be herein set forth. Owner covenants to warrant and defend the premises against the lawful claims of all persons, except as may be above stated. The undersigned Owner further relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement or Easements.
- (f) The parties agree that this document constitutes a perpetual, irrevocable covenant running with the land for the benefit of the City, its successors and assigns, and may not be revoked or rescinded by the Owner, its successors or assigns, for any reason.
- (g) The parties further agree that for purposes of construing this document and the acknowledgment(s) below, the singular shall include the plural and the plural the singular; the masculine gender shall include the feminine and neuter genders and the feminine the masculine and neuter, and the neuter gender shall include both or either masculine or feminine gender wherever appropriate; and references to natural persons shall include corporate bodies, public and private, all wherever appropriate, in order to facilitate a reasonable and uniform interpretation and application of this document. The parties agree that this document constitutes the entire agreement and understanding of the parties and any and all verbal statements or representations made prior to or subsequent to the execution of this document are not binding on either party.
- (h) The parties further agree that except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall



not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Owner agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Owner or its employees, agents or representatives.

- (i) The parties further agree that this Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

IN WITNESS WHEREOF, the parties herein have set their hands this 16 day of March, 2023.

**Hapco A Partnership, an Iowa Partnership- Owner**

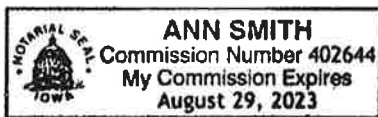
Hapco

By: John Hemingway

Title: President

STATE OF Iowa, COUNTY OF Ham. Lton: ss

On this 16 day of March 2023, before me, the undersigned a Notary Public in and for the said State, personally appeared John Hemingway, to me personally known, who being by me duly sworn, acknowledged the execution of said instrument to be the voluntary act and deed of said party, by it and by them voluntarily executed.



Ann Smith  
Notary Public in and for the State of Iowa

**City of Webster City, Iowa**

John Hawkins, Mayor

**ATTEST:**

Karyl Bonjour, City Clerk

STATE OF IOWA, COUNTY OF HAMILTON: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Hawkins and Karyl Bonjour, to me personally known, who being by me duly sworn, did say the they are the Mayor and City Clerk, respectively, of the City of Webster City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the corporation, by authority of its City Council, and that John Hawkins and Karyl Bonjour acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa.



INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
BRIAN FOLTZ  
SNYDER & ASSOCIATES, INC.  
911 CENTRAL AVENUE  
FORT DODGE, IOWA 50501  
515-573-2030  
BFOLTZ@SNYDER-ASSOCIATES.COM  
SERVICE PROVIDED BY:  
SNYDER & ASSOCIATES, INC.  
SURVEY LOCATED:  
PT LOT 3  
ALEXANDER'S 6TH ADDITION  
SECTION 12-88N-26W  
REQUESTED BY:  
CITY OF WEBSTER CITY, IOWA

WATER MAIN AND PUBLIC UTILITY EASEMENT PLAT

EASEMENT DESCRIPTION

A PART OF LOT 3, ALEXANDER'S 6TH ADDITION, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEBSTER CITY, HAMILTON COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 01°00'24" EAST ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 15.00 FEET; THENCE NORTH 89°43'13" WEST, A DISTANCE OF 60.07 FEET; THENCE NORTH 00°58'09" WEST, A DISTANCE OF 15.00 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 89°43'13" EAST ALONG SAID NORTH LINE OF LOT 3, A DISTANCE OF 60.06 FEET TO THE POINT OF BEGINNING AND CONTAINING 901 SQUARE FEET.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS EXPRESS OR IMPLIED.

OWNER

HAPCO A PARTNERSHIP  
600 FAIR MEADOW DRIVE  
WEBSTER CITY, IA 50595

DATE OF SURVEY

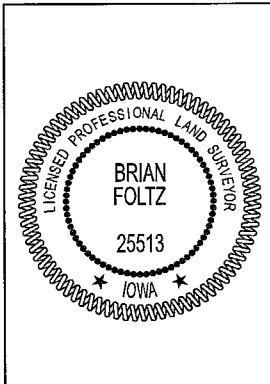
OCTOBER 29, 2021

BASIS OF BEARING

THE NORTH LINE OF SAID LOT 3 IS ASSUMED TO BEAR SOUTH 89°43'13" EAST FOR THE PURPOSES OF THIS SURVEY.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Orange Plastic Cap#25513 (Unless Otherwise Noted)	●	○
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Calculated Corner	+	
Existing Easement	---	
Section Line	---	
1/4 Section Line	---	
1/4 1/4 Section Line	---	
Easement Line	-----	



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Brian Foltz* 1/31/23  
Brian Foltz, PLS Date

License Number 25513  
My License Renewal Date Is December 31, 2024

Pages or sheets covered by this seal:  
Sheets 1 and 2 of 2

FAIR MEADOW DRIVE RECONSTRUCTION

PARCEL 8 - HAPCO A PARTNERSHIP



SNYDER & ASSOCIATES, INC.  
Engineers and Planners

911 CENTRAL AVENUE  
FORT DODGE, IA 50501 (515) 573-2030

SHEET 1 OF 2

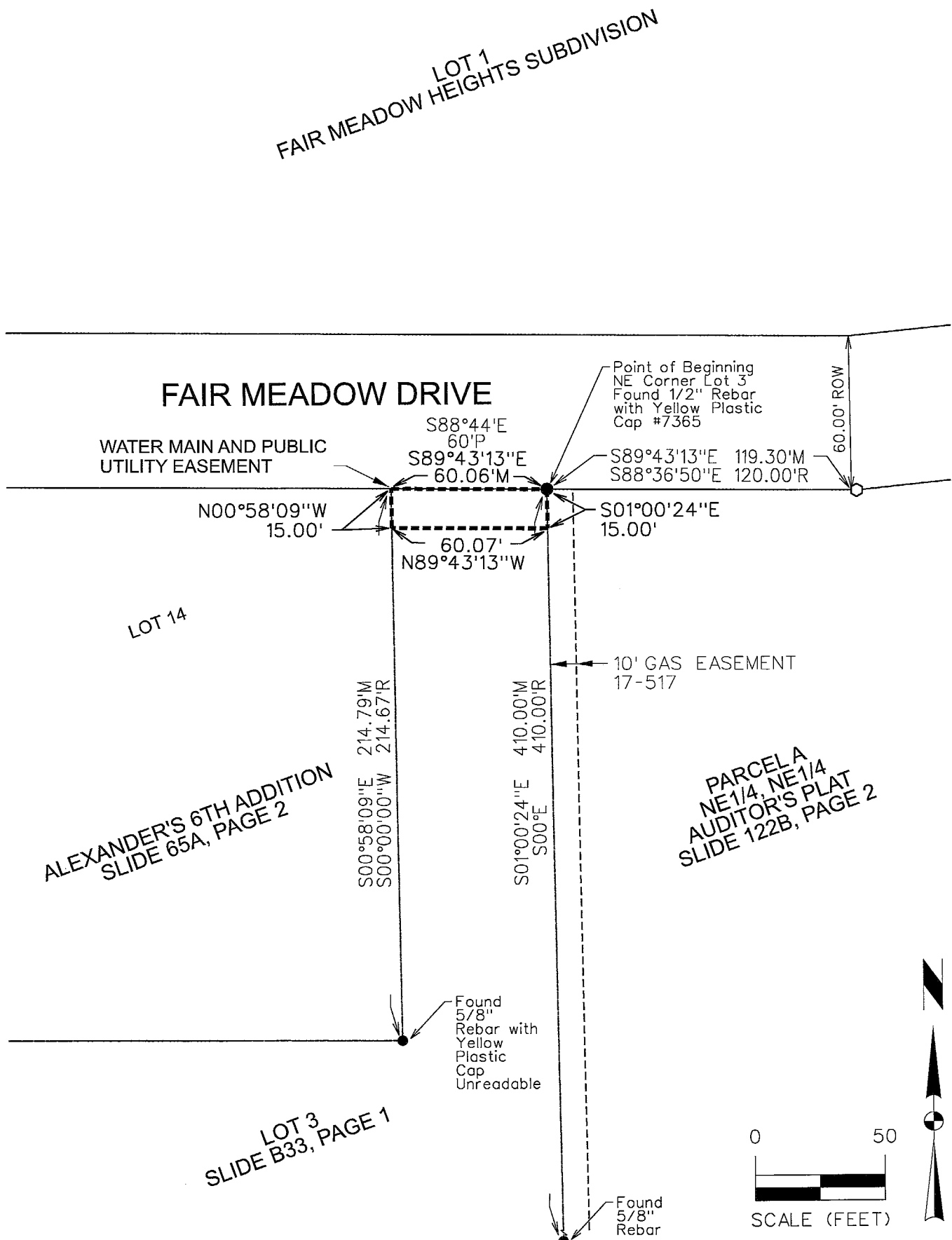
PN: 122.0346.01A

FBK: Bk , Pg 43

DATE: 01-31-23

PM/TECH: EJM/SDB

WATER MAIN AND PUBLIC UTILITY EASEMENT PLAT



FAIR MEADOW DRIVE RECONSTRUCTION

PARCEL 8 - HAPCO A PARTNERSHIP



**SNYDER & ASSOCIATES, INC.**  
Engineers and Planners

911 CENTRAL AVENUE  
FORT DODGE, IA 50501 (515) 573-2030

SHEET 2 OF 2

PN: 122.0346.01A

FBK: Bk, Pg 43

DATE: 01-31-23

PM/TECH: EJM/SDB



PREPARED BY and RETURN TO: CITY OF WEBSTER CITY, CITY HALL, 400 SECOND ST, WEBSTER CITY, IA

### EASEMENT CONVEYANCE

THIS AGREEMENT, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between DAPC Building 3 LLC, an Iowa Limited Liability Company, whose address for purpose of this Agreement is 601 Fair Meadow Drive, Webster City, Iowa, 50595, hereinafter referred to as OWNER, and City of Webster City, Iowa, a Municipal Corporation, whose address for purpose of this Agreement is 400 Second Street, Webster City, Iowa, 50595, hereinafter referred to as CITY, as follows:

WITNESSETH:

1. That the Owner, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City, its successors and assigns a permanent and perpetual easement for the purpose of construction or reconstruction of a sidewalk, on the surface of the ground, together with the right of ingress and egress in, under, across and along a property locally known as 601 Fair Meadow Drive, Webster City, Iowa, 50595, and herein legally described as follows:

Property legally described in the Easement Exhibit attached hereto and by this reference made a part hereof.

2. The Owner and the City further agree to all of the following covenants, terms and conditions as a part of and included within these Easements:
  - (a) The Easements granted by the Owner to the City may be assigned, conveyed or leased by the City, in whole or in part, to any other public or private entity for one or more of the purposes set forth in paragraph (1) above, without notice or additional compensation to the Owner.
  - (b) After construction or future reconstruction, if applicable, the City, its successors and assigns, agrees to restore the described land to substantially the same condition as prior to entry, which shall include the restoration of lawns by sodding or seeding; replacement or repair of the damaged portion of concrete or asphalt driveways removed for grading or access purposes; replacement of fences or other structures removed or damaged by the City, its successors and assigns, during the course of construction, with exception of the following: NONE.

It is understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

- (c) The Owner agrees that no buildings, structures or other permanent improvements shall be built or placed upon the above-described easement area and that if such improvements are constructed or placed in violation of this easement, the City, its successors and assigns, shall not be responsible for any damages resulting thereto from the construction or reconstruction of the sidewalk located within the easement area. The City, its successors and assigns, shall have the right to clear and remove any obstructions from the easement area without liability. The Owner further agrees that it will not change the grade, elevation or contour of any part of the easement area without the prior written approval of the City.
- (d) The Owner agrees that after installation of the sidewalk, the City shall not be responsible for any maintenance of the sidewalk or the land located within the Easement Area whatsoever and that responsibility for said maintenance, now or into the future, shall remain with the Owner, its grantees, assigns or transferees, subject to applicable City Code of Ordinance provisions addressing sidewalks.
- (e) The Owner agrees that the City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
- (f) The Owner hereby covenants with the City and does further represent to the City that the Owner holds the above-described real estate by title and in fee simple, free and clear from all liens and encumbrances except as may be herein set forth. Owner covenants to warrant and defend the premises against the lawful claims of all persons, except as may be above stated. The undersigned Owner further relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement or Easements.
- (g) The parties agree that this document constitutes a perpetual, irrevocable covenant running with the land for the benefit of the City, its successors and assigns, and may not be revoked or rescinded by the Owner, its successors or assigns, for any reason.
- (h) The parties further agree that for purposes of construing this document and the acknowledgment(s) below, the singular shall include the plural and the plural the singular; the masculine gender shall include the feminine and neuter genders and the feminine the masculine and neuter, and the neuter gender shall include both or either masculine or feminine gender wherever appropriate; and references to natural persons shall include corporate bodies, public and private, all wherever appropriate, in order to facilitate a reasonable and uniform interpretation and application of this document. The parties agree that this document constitutes the entire agreement and understanding of the parties and any and all verbal statements or representations made prior to or subsequent to the execution of this document are not binding on either party.



- (i) The parties further agree that except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Owner agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Owner or its employees, agents or representatives.
- (j) The parties further agree that this Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

IN WITNESS WHEREOF, the parties herein have set their hands this \_\_\_\_ day of \_\_\_\_\_, 2023.

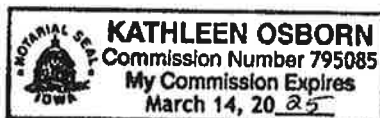
**DAPC Building 3 LLC, an Iowa Limited Liability Company- Owner**

By: Thomas Small

Title: President

STATE OF Iowa, COUNTY OF Polk: ss

On this 7<sup>th</sup> day of March 2023, before me, the undersigned a Notary Public in and for the said State, personally appeared Thomas Small, to me personally known, who being by me duly sworn, acknowledged the execution of said instrument to be the voluntary act and deed of said party, by it and by them voluntarily executed.



Kathleen Osborn  
Notary Public in and for the State of Iowa

**City of Webster City, Iowa**

John Hawkins, Mayor

**ATTEST:**

Karyl Bonjour, City Clerk

STATE OF IOWA, COUNTY OF HAMILTON: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Hawkins and Karyl Bonjour, to me personally known, who being by me duly sworn, did say they are the Mayor and City Clerk, respectively, of the City of Webster City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the corporation, by authority of its City Council, and that John Hawkins and Karyl Bonjour acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa.



INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
BRIAN FOLTZ  
SNYDER & ASSOCIATES, INC.  
911 CENTRAL AVENUE  
FORT DODGE, IOWA 50501  
515-573-2030  
BFOLTZ@SNYDER-ASSOCIATES.COM  
SERVICE PROVIDED BY:  
SNYDER & ASSOCIATES, INC.  
SURVEY LOCATED:  
PT LOTS 3 AND 4  
ALEXANDER'S 5TH ADDITION  
SECTION 12-88N-26W  
REQUESTED BY:  
CITY OF WEBSTER CITY, IOWA

SIDEWALK EASEMENT PLAT

EASEMENT DESCRIPTION

THE SOUTH 7.50 FEET OF LOTS 3 AND 4, ALEXANDER'S 5TH ADDITION, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEBSTER CITY, HAMILTON COUNTY, IOWA AND CONTAINING 1,733 SQUARE FEET.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS EXPRESS OR IMPLIED.

OWNER

DAPC BUILDING 3 LLC  
601 FAIR MEADOW DRIVE  
WEBSTER CITY, IA 50595

DATE OF SURVEY

OCTOBER 29, 2021

BASIS OF BEARING

THE SOUTH LINE OF SAID LOTS 3 AND 4 IS ASSUMED TO BEAR NORTH 89°40'45" WEST FOR THE PURPOSES OF THIS SURVEY.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Orange Plastic Cap#25513 (Unless Otherwise Noted)	●	○
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Calculated Corner	+	
Existing Easement	---	
Section Line	---	
1/4 Section Line	---	
1/4 1/4 Section Line	---	
Easement Line	-----	



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Brian Foltz* 1/31/23  
Brian Foltz, PLS Date

License Number 25513  
My License Renewal Date Is December 31, 2024

Pages or sheets covered by this seal:  
Sheets 1 and 2 of 2

FAIR MEADOW DRIVE RECONSTRUCTION

PARCEL 1 - MAHARRY FAMILY DENTISTRY



SNYDER & ASSOCIATES, INC.  
Engineers and Planners

911 CENTRAL AVENUE  
FORT DODGE, IA 50501 (515) 573-2030

SHEET 1 OF 2

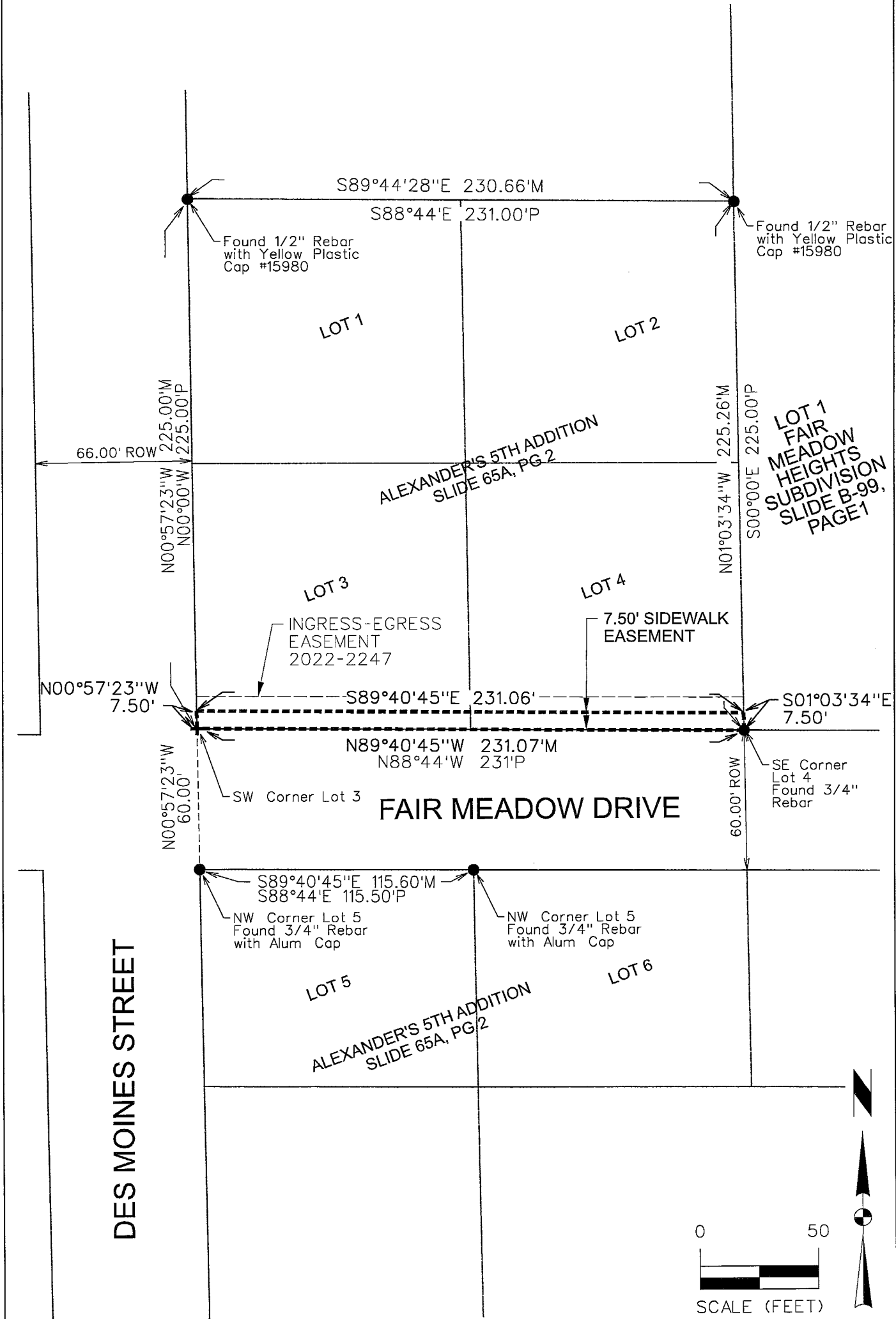
PN: 122.0346.01A

FBK: Bk , Pg 43

DATE: 01-31-23

PM/TECH: EJM/SDB

SIDEWALK EASEMENT PLAT



FAIR MEADOW DRIVE RECONSTRUCTION

PARCEL 1 - MAHARRY FAMILY DENTISTRY



**SNYDER & ASSOCIATES, INC.**  
Engineers and Planners

911 CENTRAL AVENUE  
FORT DODGE, IA 50501 (515) 573-2030

SHEET 2 OF 2

PN: 122.0346.01A

FBK: Bk , Pg 43

DATE: 01-31-23

PM/TECH: EJM/SDB



PREPARED BY and RETURN TO: CITY OF WEBSTER CITY, CITY HALL, 400 SECOND ST, WEBSTER CITY, IA

### **EASEMENT CONVEYANCE**

THIS AGREEMENT, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between DAPC Building 3 LLC, an Iowa Limited Liability Company, whose address for purpose of this Agreement is 601 Fair Meadow Drive, Webster City, Iowa, 50595, hereinafter referred to as OWNER, and City of Webster City, Iowa, a Municipal Corporation, whose address for purpose of this Agreement is 400 Second Street, Webster City, Iowa, 50595, hereinafter referred to as CITY, as follows:

#### **WITNESSETH:**

1. That the Owner, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City, its successors and assigns a permanent and perpetual easement for the purpose of construction, reconstruction, operating, maintaining and removing all public utilities, including but not limited to water lines, sanitary and storm sewer infrastructure, sub-drain and footing drain collectors, electric lines, electronic communication lines and any other form of utility whatsoever, on or under the surface of the ground, together with the right of ingress and egress in, under, across and along a property locally known as 601 Fair Meadow Drive, Webster City, Iowa, 50595, and herein legally described as follows:

Property legally described in the Easement Exhibit attached hereto and by this reference made a part hereof.

2. The Owner and the City further agree to all of the following covenants, terms and conditions as a part of and included within these Easements:
  - (a) The Easements granted by the Owner to the City may be assigned, conveyed or leased by the City, in whole or in part, to any other public or private entity for one or more of the purposes set forth in paragraph (1) above, without notice or additional compensation to the Owner.
  - (b) After construction or future maintenance, the City, its successors and assigns, agrees to restore the described land to substantially the same condition as prior to entry, which shall include the restoration of lawns by sodding or seeding; replacement or repair of the damaged portion of concrete or asphalt driveways removed for grading or access purposes; replacement of fences or other structures

removed or damaged by the City, its successors and assigns, during the course of construction, with exception of the following: NONE.

It is understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

- (c) The Owner agrees that no buildings, structures or other permanent improvements shall be built or placed upon the above-described easement area and that if such improvements are constructed or placed in violation of this easement, the City, its successors and assigns, shall not be responsible for any damages resulting thereto from the construction, reconstruction, maintenance, operation, removal or repair of the utilities located within the easement area. The City, its successors and assigns, shall have the right to clear and remove any obstructions from the easement area without liability. The Owner further agrees that it will not change the grade, elevation or contour of any part of the easement area without the prior written approval of the City.
- (d) The Owner agrees that the City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
- (e) The Owner hereby covenants with the City and does further represent to the City that the Owner holds the above-described real estate by title and in fee simple, free and clear from all liens and encumbrances except as may be herein set forth. Owner covenants to warrant and defend the premises against the lawful claims of all persons, except as may be above stated. The undersigned Owner further relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement or Easements.
- (f) The parties agree that this document constitutes a perpetual, irrevocable covenant running with the land for the benefit of the City, its successors and assigns, and may not be revoked or rescinded by the Owner, its successors or assigns, for any reason.
- (g) The parties further agree that for purposes of construing this document and the acknowledgment(s) below, the singular shall include the plural and the plural the singular; the masculine gender shall include the feminine and neuter genders and the feminine the masculine and neuter, and the neuter gender shall include both or either masculine or feminine gender wherever appropriate; and references to natural persons shall include corporate bodies, public and private, all wherever appropriate, in order to facilitate a reasonable and uniform interpretation and application of this document. The parties agree that this document constitutes the entire agreement and understanding of the parties and any and all verbal statements or representations made prior to or subsequent to the execution of this document are not binding on either party.
- (h) The parties further agree that except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall



not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Owner agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Owner or its employees, agents or representatives.

- (i) The parties further agree that this Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

IN WITNESS WHEREOF, the parties herein have set their hands this \_\_\_\_ day of \_\_\_\_\_, 2023.

**DAPC Building 3 LLC, an Iowa Limited Liability Company- Owner**

By: Thomas Small

Title: President

STATE OF Iowa, COUNTY OF Polk: ss

On this 7<sup>th</sup> day of March 2023, before me, the undersigned a Notary Public in and for the said State, personally appeared Thomas Small, to me personally known, who being by me duly sworn, acknowledged the execution of said instrument to be the voluntary act and deed of said party, by it and by them voluntarily executed.



Kathleen Osborn  
Notary Public in and for the State of Iowa

**City of Webster City, Iowa**

John Hawkins, Mayor

**ATTEST:**

Karyl Bonjour, City Clerk

STATE OF IOWA, COUNTY OF HAMILTON: ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Hawkins and Karyl Bonjour, to me personally known, who being by me duly sworn, did say they are the Mayor and City Clerk, respectively, of the City of Webster City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the corporation, by authority of its City Council, and that John Hawkins and Karyl Bonjour acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa.



<b>INDEX LEGEND</b> SURVEYOR'S NAME / RETURN TO: BRIAN FOLTZ SNYDER & ASSOCIATES, INC. 911 CENTRAL AVENUE FORT DODGE, IOWA 50501 515-573-2030 BFOLTZ@SNYDER-ASSOCIATES.COM SERVICE PROVIDED BY: SNYDER & ASSOCIATES, INC. SURVEY LOCATED: PT LOTS 3 AND 4 ALEXANDER'S 5TH ADDITION SECTION 12-88N-26W REQUESTED BY: CITY OF WEBSTER CITY, IOWA	
---	--

**WATER MAIN AND PUBLIC UTILITY EASEMENT PLAT**

**EASEMENT DESCRIPTION**

THE SOUTH 10.00 FEET OF LOTS 3 AND 4, ALEXANDER'S 5TH ADDITION, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEBSTER CITY, HAMILTON COUNTY, IOWA AND CONTAINING 2,311 SQUARE FEET.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS EXPRESS OR IMPLIED.

**OWNER**

DAPC BUILDING 3 LLC  
601 FAIR MEADOW DRIVE  
WEBSTER CITY, IA 50595

**DATE OF SURVEY**

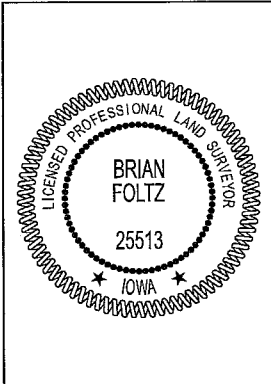
OCTOBER 29, 2021

**BASIS OF BEARING**

THE SOUTH LINE OF SAID LOTS 3 AND 4 IS ASSUMED TO BEAR NORTH 89°40'45" WEST FOR THE PURPOSES OF THIS SURVEY.

**LEGEND**

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Orange Plastic Cap#25513 (Unless Otherwise Noted)	●	○
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Calculated Corner	+	
Existing Easement	---	
Section Line	---	
1/4 Section Line	---	
1/4 1/4 Section Line	---	
Easement Line	-----	



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Brian Foltz* 1/31/23  
\_\_\_\_\_  
Brian Foltz, PLS Date  
License Number 25513  
My License Renewal Date is December 31, 2024  
Pages or sheets covered by this seal:  
Sheets 1 and 2 of 2  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FAIR MEADOW DRIVE RECONSTRUCTION**

**PARCEL 1 - MAHARRY FAMILY DENTISTRY**



**SNYDER & ASSOCIATES, INC.**  
Engineers and Planners

911 CENTRAL AVENUE  
FORT DODGE, IA 50501 (515) 573-2030

SHEET 1 OF 2

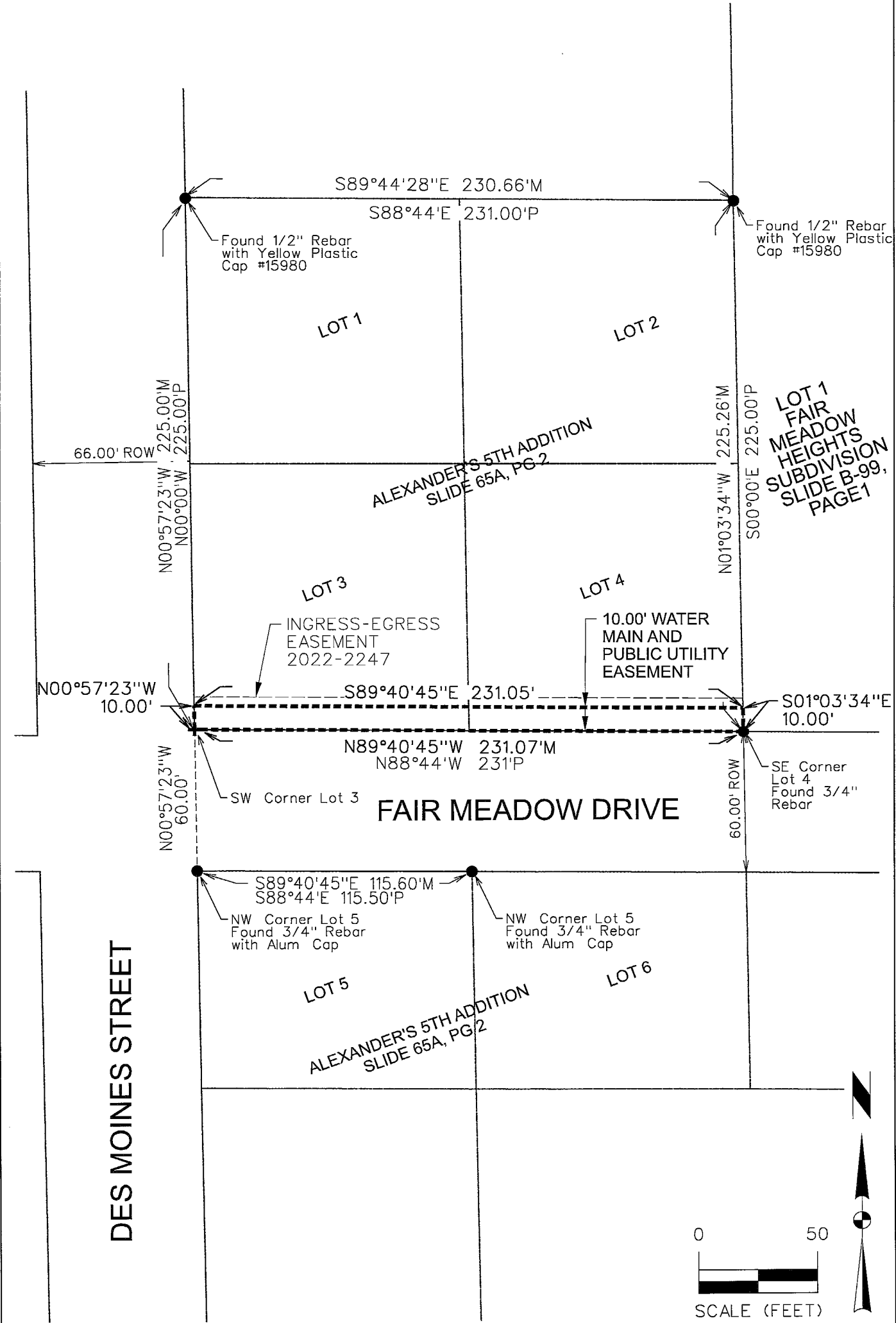
PN: 122.0346.01A

FBK: Bk , Pg 43

DATE: 01-31-23

PM/TECH: EJM/SDB

WATER MAIN AND PUBLIC UTILITY EASEMENT PLAT



FAIR MEADOW DRIVE RECONSTRUCTION

PARCEL 1 - MAHARRY FAMILY DENTISTRY



**SNYDER & ASSOCIATES, INC.**  
Engineers and Planners

911 CENTRAL AVENUE  
FORT DODGE, IA 50501 (515) 573-2030

SHEET 2 OF 2

PN: 122.0346.01A

FBK: Bk , Pg 43

DATE: 01-31-23

PM/TECH: EJM/SDB



**QUIT CLAIM DEED**  
**Recorder's Cover Sheet**

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

**Taxpayer Information:** City of Webster City, Iowa, 400 Second Street, Webster City, IA 50595

**Return Document To:** City of Webster City, Iowa, 400 Second Street, Webster City, IA 50595

**Grantors:** McDonald's USA, LLC, successor in interest by merger to Archland Property I, LLC, a Delaware Limited Liability Company

**Grantees:** City of Webster City, Iowa

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**



## QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, McDonald's USA, LLC, successor in interest by merger to Archland Property I, LLC, a Delaware Limited Liability Company, does hereby Quit Claim to City of Webster City, Iowa, a Municipal Corporation organized and existing under the laws of Iowa, all our right, title, interest, estate, claim and demand in the following described real estate in Hamilton County, Iowa:

### ACQUISITION DESCRIPTION

A PART OF PARCEL B, AUDITOR'S PLAT OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEBSTER CITY, HAMILTON COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL B; THENCE SOUTH 82°19'47" WEST, A DISTANCE OF 205.02 FEET TO THE WEST LINE OF SAID PARCEL B; THENCE NORTH 01°08'45" WEST ALONG SAID WEST LINE OF PARCEL B, A DISTANCE OF 5.49 FEET TO THE NORTHWEST CORNER OF SAID PARCEL B; THENCE NORTH 83°51'33" EAST ALONG THE NORTH LINE OF PARCEL B, A DISTANCE OF 204.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 560 SQUARE FEET.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS EXPRESS OR IMPLIED.

**This deed is exempt according to Iowa Code 428A.2(6).**

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: August 14, 2023.

McDonald's USA, LLC, successor in interest by  
merger to Archland Property I, LLC, a Delaware  
Limited Liability Company \*8

By [Signature]

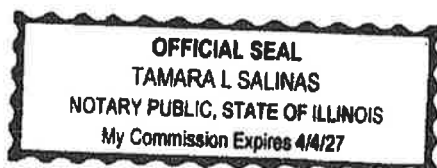
Printed Name: Padraic Mofloy

Title: Senior Counsel



STATE OF Illinois, COUNTY OF Cook

This record was acknowledged before me on August 14, 2023, by Padraic Molloy, as Senior Counsel, of McDonald's USA, LLC, successor in interest by merger to Archland Property I, LLC, a Delaware Limited Liability Company.



Tamara L. Salinas  
Signature of Notary Public

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
BRIAN FOLTZ  
SNYDER & ASSOCIATES, INC.  
911 CENTRAL AVENUE  
FORT DODGE, IOWA 50501  
515-573-2030  
BFOLTZ@SNYDER-ASSOCIATES.COM  
SERVICE PROVIDED BY:  
SNYDER & ASSOCIATES, INC.  
SURVEY LOCATED:  
PT PARCEL B  
NE1/4, NE1/4 AUDITOR'S PLAT  
SECTION 12-88N-26W  
REQUESTED BY:  
CITY OF WEBSTER CITY, IOWA

ACQUISITION PLAT

ACQUISITION DESCRIPTION

A PART OF PARCEL B, AUDITOR'S PLAT OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEBSTER CITY, HAMILTON COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL B; THENCE SOUTH 82° 19' 47" WEST, A DISTANCE OF 205.02 FEET TO THE WEST LINE OF SAID PARCEL B; THENCE NORTH 01° 08' 45" WEST ALONG SAID WEST LINE OF PARCEL B, A DISTANCE OF 5.49 FEET TO THE NORTHWEST CORNER OF SAID PARCEL B; THENCE NORTH 83° 51' 33" EAST ALONG THE NORTH LINE OF PARCEL B, A DISTANCE OF 204.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 560 SQUARE FEET.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS EXPRESS OR IMPLIED.

OWNER

McDONALD'S USA, LLC  
110 N. CARPENTER STREET  
CHICAGO, IL 60607

DATE OF SURVEY


OCTOBER 29, 2021

BASIS OF BEARING

THE NORTH LINE OF SAID PARCEL B IS ASSUMED TO BEAR NORTH 83° 51' 33" EAST FOR THE PURPOSES OF THIS SURVEY.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Orange Plastic Cap*25513 (Unless Otherwise Noted)	●	◊
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Calculated Corner	+	
Existing Easement	---	
Section Line	---	
1/4 Section Line	---	
1/4 1/4 Section Line	---	
Acquisition Line	---	



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Brian Foltz, PLS

Date

License Number25513

My License Renewal Date is December 31, 2024

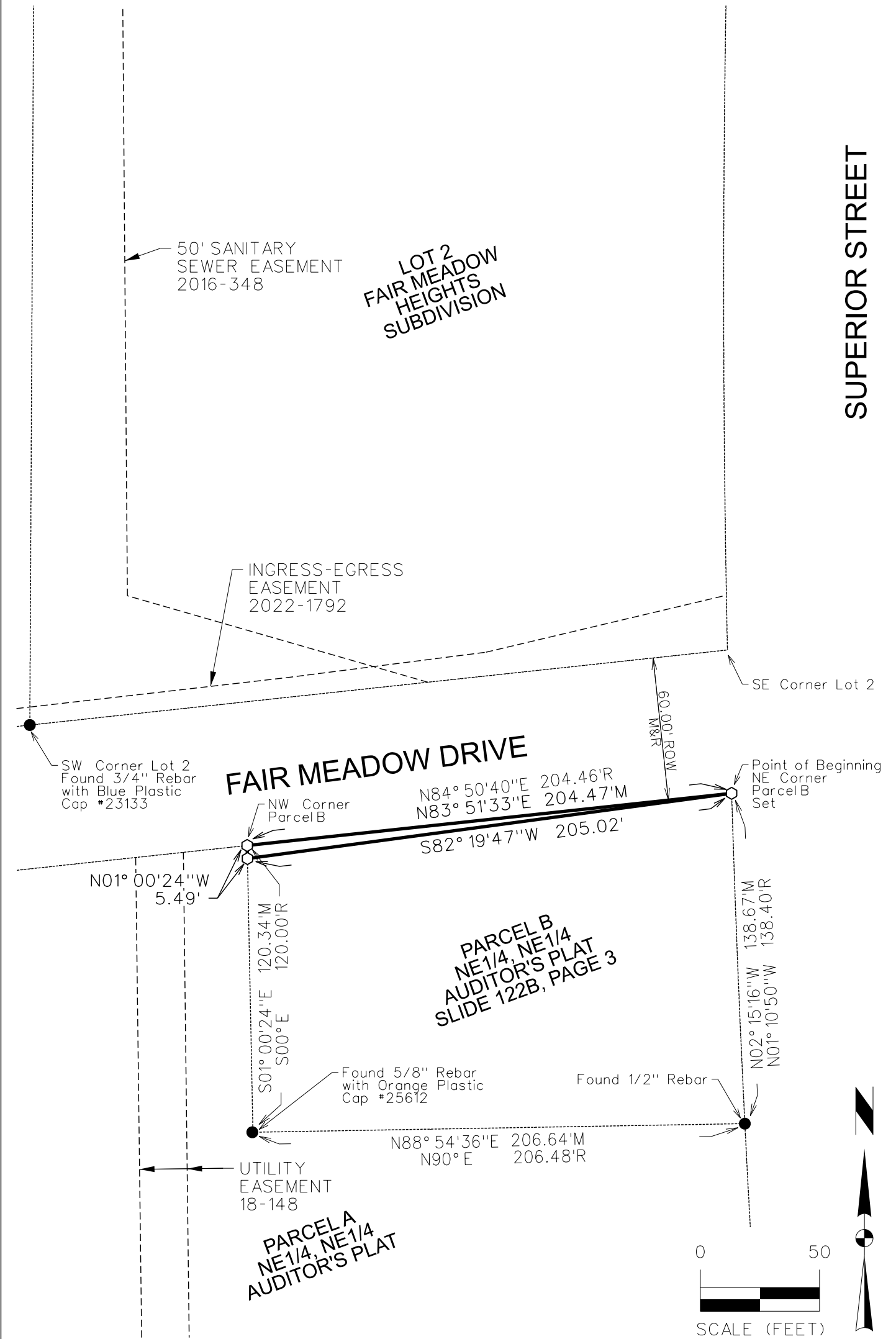
Pages or sheets covered by this seal:  
Sheets 1 and 2 of 2

FAIRMEADOWS STREET IMPROVEMENTS		SHEET 1 OF 2
PARCEL 4 - ARCHLAND PROPERTY 1 LLC		PN: 122.0346.01A
REVISED: 03-28-23		FBK: Bk , Pg 43
<div>SNYDER &amp; ASSOCIATES, INC. Engineers and Planners</div> <div>2727 S.W. SNYDER BLVD. ANKENY, IA 50023 (515) 964-2020</div>		DATE: 01-31-23
		PM/TECH: EJM/SDB



ACQUISITION PLAT

SUPERIOR STREET



FAIRMEADOWS STREET IMPROVEMENTS

PARCEL 4 - ARCHLAND PROPERTY 1 LLC

REVISED: 03-28-23



**SNYDER & ASSOCIATES, INC.**  
Engineers and Planners

2727 S.W. SNYDER BLVD.  
ANKENY, IA 50023 (515) 964-2020

SHEET 2 OF 2

PN: 122.0346.01A

FBK: Bk , Pg 43

DATE: 01-31-23

PM/TECH: EJM/SDB

**QUIT CLAIM DEED**  
**Recorder's Cover Sheet**

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

**Taxpayer Information:** City of Webster City, Iowa, 400 Second Street, Webster City, IA 50595

**Return Document To:** City of Webster City, Iowa, 400 Second Street, Webster City, IA 50595

**Grantors:** Thach Vuong and Tuyet Vuong

**Grantees:** City of Webster City, Iowa

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**





## QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, Thach Vuong, and Tuyet Vuong, a married couple, does hereby Quit Claim to City of Webster City, Iowa, a Municipal Corporation organized and existing under the laws of Iowa, all our right, title, interest, estate, claim and demand in the following described real estate in Hamilton County, Iowa:

### ACQUISITION DESCRIPTION

A PART OF PARCEL A, AUDITOR'S PLAT OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 88 NORTH, RANGE 28 WEST OF THE 5TH P.M., AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEBSTER CITY, HAMILTON COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL A THENCE SOUTH 01°08'45" EAST ALONG SAID EAST LINE OF PARCEL A, A DISTANCE OF 5.49 FEET; THENCE SOUTH 82°19'47" WEST, A DISTANCE OF 98.28 FEET; THENCE NORTH 89°42'13" WEST, A DISTANCE OF 72.40 FEET TO THE NORTH LINE OF PARCEL A; THENCE NORTH 83°51'33" EAST ALONG SAID NORTH LINE OF PARCEL A, A DISTANCE OF 170.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 850 SQUARE FEET.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS EXPRESS OR IMPLIED.

**This deed is exempt according to Iowa Code 428A.2(6).**

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

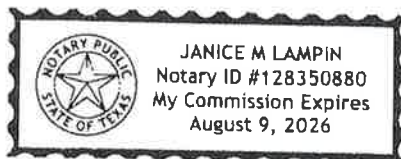
Dated: 5-25-23

  
Thach Vuong

  
Tuyet Vuong

STATE OF TX, COUNTY OF Gregg

This record was acknowledged before me on May 25, 2023, by Thach Vuong and Tuyet Vuong, a married couple.



  
Signature of Notary Public

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
BRIAN FOLTZ  
SNYDER & ASSOCIATES, INC.  
911 CENTRAL AVENUE  
FORT DODGE, IOWA 50501  
515-573-2030  
BFOLTZ@SNYDER-ASSOCIATES.COM  
SERVICE PROVIDED BY:  
SNYDER & ASSOCIATES, INC.  
SURVEY LOCATED:  
PT PARCEL A  
NE1/4, NE1/4 AUDITOR'S PLAT  
SECTION 12-88N-26W  
REQUESTED BY:  
CITY OF WEBSTER CITY, IOWA

ACQUISITION PLAT

ACQUISITION DESCRIPTION

A PART OF PARCEL A, AUDITOR'S PLAT OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 88 NORTH, RANGE 26 WEST OF THE 5TH P.M., AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEBSTER CITY, HAMILTON COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL A; THENCE SOUTH 01°08'45" EAST ALONG SAID EAST LINE OF PARCEL A, A DISTANCE OF 5.49 FEET; THENCE SOUTH 82°19'47" WEST, A DISTANCE OF 98.28 FEET; THENCE NORTH 89°42'13" WEST, A DISTANCE OF 72.40 FEET TO THE NORTH LINE OF PARCEL A; THENCE NORTH 83°51'33" EAST ALONG SAID NORTH LINE OF PARCEL A, A DISTANCE OF 170.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 959 SQUARE FEET.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS EXPRESS OR IMPLIED.

OWNER

THACH VUONG  
2307 SUPERIOR STREET  
WEBSTER CITY, IA 50595

DATE OF SURVEY

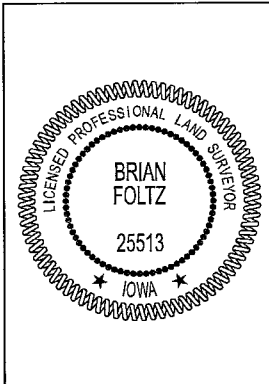
OCTOBER 29, 2021

BASIS OF BEARING

THE NORTH LINE OF SAID PARCEL A IS ASSUMED TO BEAR NORTH 83°51'33" EAST FOR THE PURPOSES OF THIS SURVEY.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Orange Plastic Cap#25513 (Unless Otherwise Noted)	●	○
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Calculated Corner	+	
Existing Easement	---	
Section Line	---	
1/4 Section Line	---	
1/4 1/4 Section Line	---	
Acquisition Line	---	



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Brian Foltz* 1/31/23  
Date  
Brian Foltz, PLS  
License Number 25513  
My License Renewal Date is December 31, 2024  
Pages or sheets covered by this seal:  
Sheets 1 and 2 of 2

FAIRMEADOWS STREET IMPROVEMENTS

PARCEL 5 - THACH VUONG



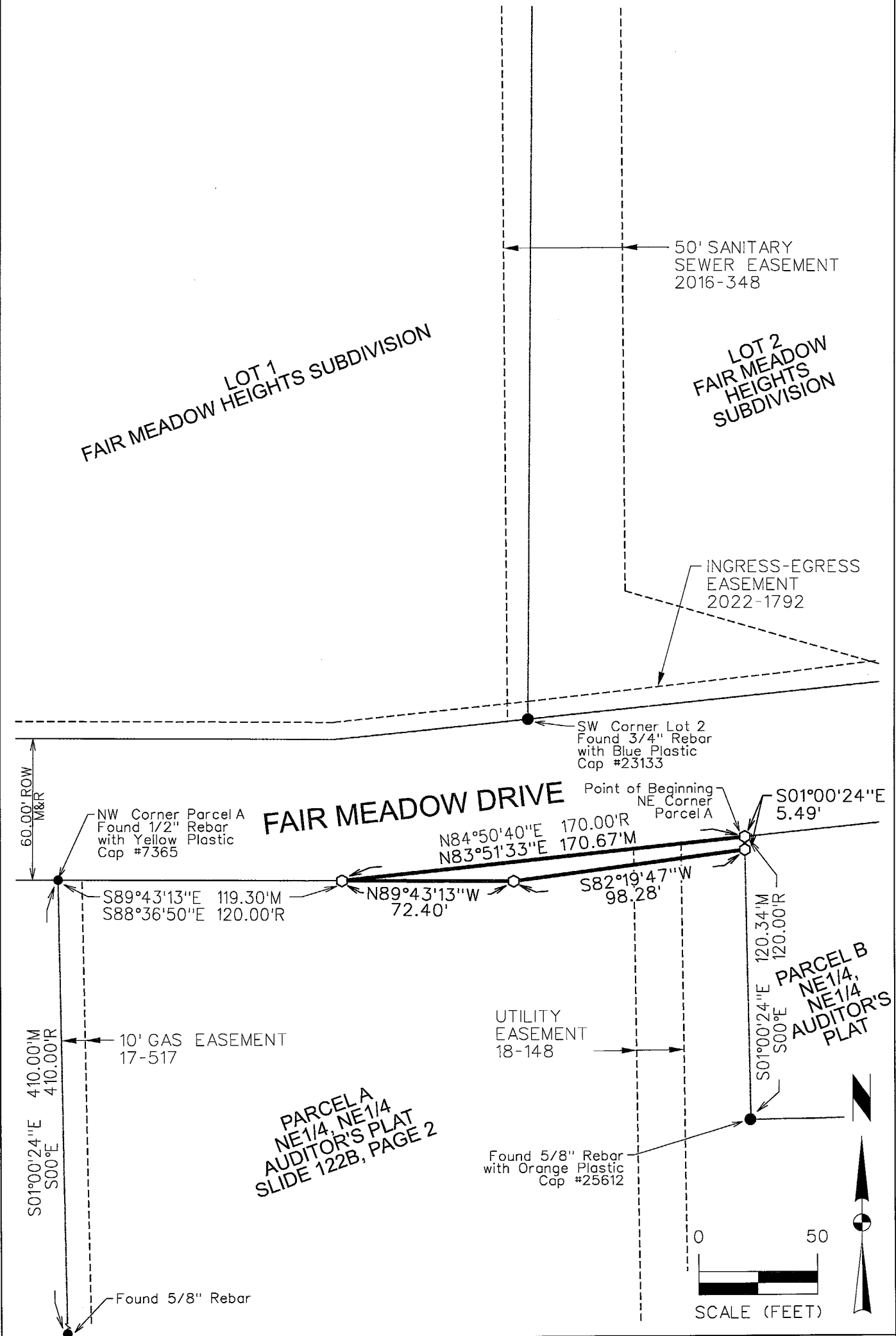
SNYDER & ASSOCIATES, INC.  
Engineers and Planners

2727 S.W. SNYDER BLVD.  
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 2
PN: 122.0346.01A
FBK: Bk , Pg 43
DATE: 01-31-23
PM/TECH: EJM/SDB



ACQUISITION PLAT



FAIRMEADOWS STREET IMPROVEMENTS

PARCEL 5 - THACH VUONG



**SNYDER & ASSOCIATES, INC.**  
Engineers and Planners

2727 S.W. SNYDER BLVD.  
ANKENY, IA 50023 (515) 964-2020

SHEET 2 OF 2

PN: 122.0346.01A

FBK: Bk, Pg 43

DATE: 01-31-23

PM/TECH: EJM/SDB

**QUIT CLAIM DEED**  
**Recorder's Cover Sheet**

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

**Taxpayer Information:** City of Webster City, Iowa, 400 Second Street, Webster City, IA 50595

**Return Document To:** City of Webster City, Iowa, 400 Second Street, Webster City, IA 50595

**Grantors:** Webster City Federal Savings Bank d/b/a WCF Financial Bank

**Grantees:** City of Webster City, Iowa

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**





## QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, Webster City Federal Savings Bank d/b/a WCF Financial Bank, organized and existing under the laws of Iowa, does hereby Quit Claim to City of Webster City, Iowa, a Municipal Corporation organized and existing under the laws of Iowa, all our right, title, interest, estate, claim and demand in the following described real estate in Hamilton County, Iowa:

### ACQUISITION DESCRIPTION

A PART OF LOT 2, FAIR MEADOW HEIGHTS SUBDIVISION, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEBSTER CITY, HAMILTON COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 83°51'33" WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 91.97 FEET; THENCE NORTH 76°43'06" EAST, A DISTANCE OF 93.71 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 7277.50 FEET, WHOSE ARC LENGTH IS 11.69 FEET AND WHOSE CHORD BEARS SOUTH 01°09'07" EAST, 11.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 536 SQUARE FEET.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS EXPRESS OR IMPLIED.

**This deed is exempt according to Iowa Code 428A.2(6).**

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

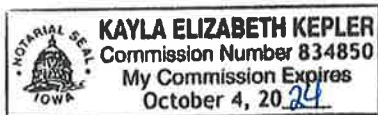
Dated: 3-2-2023

Webster City Federal Savings Bank  
d/b/a WCF Financial Bank

By Timothy R. Kluender  
Timothy R. Kluender, President

STATE OF IOWA, COUNTY OF HAMILTON

This record was acknowledged before me on 3/2/2023,  
by Timothy R. Kluender, as President, of Webster City Federal Savings Bank d/b/a WCF  
Financial Bank.



Kayla Elizabeth Kepler  
Signature of Notary Public



INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
BRIAN FOLTZ  
SNYDER & ASSOCIATES, INC.  
911 CENTRAL AVENUE  
FORT DODGE, IOWA 50501  
515-573-2030  
BFOLTZ@SNYDER-ASSOCIATES.COM  
SERVICE PROVIDED BY:  
SNYDER & ASSOCIATES, INC.  
SURVEY LOCATED:  
PT LOT 2  
FAIR MEADOW HEIGHTS SUBDIVISION  
SECTION 12-88N-26W  
REQUESTED BY:  
CITY OF WEBSTER CITY, IOWA

ACQUISITION PLAT

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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS EXPRESS OR IMPLIED.

OWNER

WEBSTER CITY FEDERAL SAVINGS BANK  
401 FAIR MEADOW DRIVE  
WEBSTER CITY, IA 50595

DATE OF SURVEY

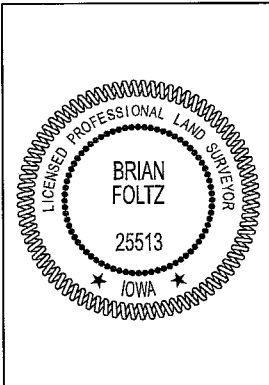
OCTOBER 29, 2021

BASIS OF BEARING

THE SOUTH LINE OF SAID LOT 2 IS ASSUMED TO BEAR SOUTH 83°51'33" WEST FOR THE PURPOSES OF THIS SURVEY.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Orange Plastic Cap#25513 (Unless Otherwise Noted)	●	○
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Calculated Corner	+	
Existing Easement	---	
Section Line	---	
1/4 Section Line	---	
1/4 1/4 Section Line	---	
Acquisition Line	---	



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Brian Foltz* 1/31/23  
Date  
Brian Foltz, PLS  
License Number 25513  
My License Renewal Date is December 31, 2024  
Pages or sheets covered by this seal:  
Sheets 1 and 2 of 2

FAIRMEADOWS STREET IMPROVEMENTS

PARCEL 3 - WEBSTER CITY FEDERAL SAVINGS BANK



SNYDER & ASSOCIATES, INC.  
Engineers and Planners

2727 S.W. SNYDER BLVD.  
ANKENY, IA 50023 (515) 964-2020

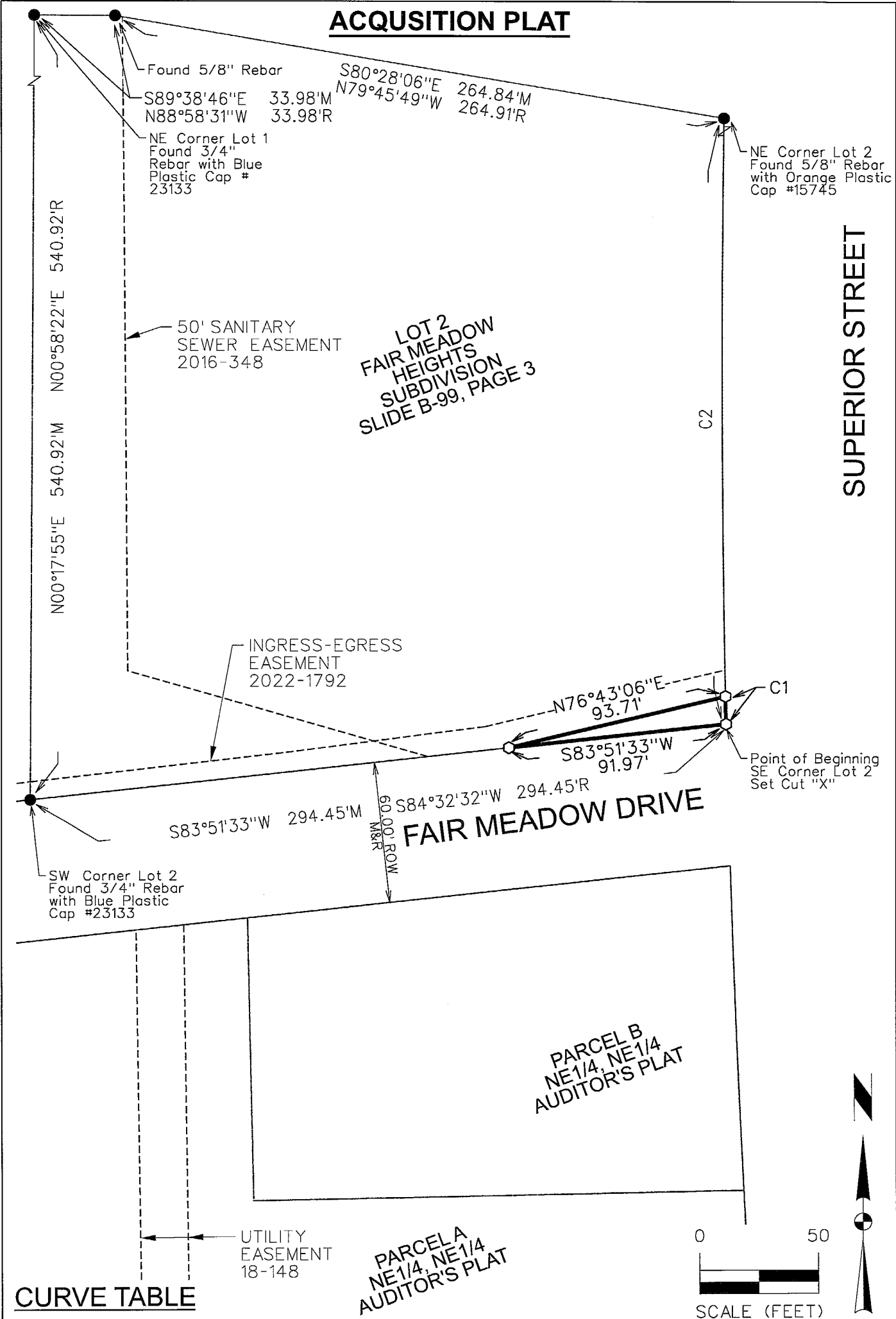
SHEET 1 OF 2

PN: 122.0346.01A

FBK: Bk , Pg 43

DATE: 01-31-23

PM/TECH: EJM/SDB



**FAIRMEADOWS STREET IMPROVEMENTS**

**PARCEL 3 - WEBSTER CITY FEDERAL SAVINGS BANK**



**SNYDER & ASSOCIATES, INC.**  
Engineers and Planners

2727 S.W. SNYDER BLVD.  
ANKENY, IA 50023 (515) 964-2020

SHEET 2 OF 2

PN: 122.0346.01A

FBK: Bk, Pg 43

DATE: 01-31-23

PM/TECH: EJM/SDB





## MEMORANDUM

TO: Mayor and Council

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

DATE: September 5, 2023

RE: Adopt a Resolution Authorizing the Mayor to Sign a 5 Year Agreement with the Trash Man for City Trash Services for City Facilities and City-Wide Recyclable Collection Services for all Webster City Residences.

---

**SUMMARY:** The contract with the current trash hauler for City facilities and recycling citywide has been in place since 2003. A fuel surcharge has been included since 2008. Residents throughout the community have inquired to council members about trash and recycling services. Some of the questions and comments prior to and during the council meeting on March 6, 2023 included increasing the size of recycling container and requiring a lid, options for biweekly and weekly pickup, locations for drop of recycling, adding additional drop of recycling containers, specific recyclable material allowed, and reviewing and updating the city trash service. Staff has taken all the information recommended by council and created request for proposals for the collection of solid waste and recyclables. Staff sent out the request for proposals to eight different vendors and received two proposals. The two vendors that submitted a proposal include American Sanitation located in Kamrar and The Trash Man located in Webster City.

**PREVIOUS COUNCIL ACTION:** The City Council held a goal setting session on April 1, 2022 and formally adopted the 2022 City Council Goals on May 2, 2022. On March 6, 2023 City staff brought to the City Council for discussion and seeking direction related to reviewing and bidding out City Trash Service. On July 19, 2023 City Staff brought to the City Council a resolution to request proposals for 2023 City Trash Services for City Facilities and City-Wide Recycling Collection Services for all Webster City Residences.

**BACKGROUND/DISCUSSION:** During the March 6<sup>th</sup> council meeting staff requested direction from council on bidding out City Wide Trash Services including recycling. Direction provided included information regarding recycling container sizes (32, 64, and 96 gallon), pricing per size, frequency of pick up (bi-weekly or weekly), understanding materials that can be recycled, outreach and education, multiple roll off recycling containers, and same day pick up as solid waste pick-up.

As you can see by the following tables both vendors were able to meet the recycling specifications provided by the City. One of the differences between American Sanitation and The Trash Man is the cost comparison between bin sizes and biweekly and weekly pick up as shown in Table one. The selection

committee is recommending council move forward with a 5-year contract with The Trash Man for weekly pick-up of the 96-gallon recycling bin. We are also recommending that the City keep with having just one roll-off recycling container instead of adding a second container which was discussed previously. Staff believes the larger 96-gallon recycle bin will help offset the additional recyclable material warranting a second roll-off container.

Table 1 Recycle Bin Cost Comparison

	AMERICAN SANITATION		THE TRASH MAN	
	<u>5 YEAR CONTRACT</u>			
Bin Size	BIWEEKLY	WEEKLY	BIWEEKLY	WEEKLY
32 Gallon Bin	\$3.25	\$4.00	\$2.90	\$3.50
64 Gallon Bin	\$3.25	\$4.00	\$3.00	\$3.50
96 Gallon Bin	\$3.25	\$4.00	\$3.45	\$3.50
	<u>10 YEAR CONTACT</u>			
32 Gallon Bin	\$3.75	\$4.50	\$2.90	\$3.50
64 Gallon Bin	\$3.75	\$4.50	\$3.00	\$3.50
96 Gallon Bin	\$3.75	\$4.50	\$3.45	\$3.50

Table 2 Additional Recycling Comparisons

<u>Other Comparisons</u>		
RECYCLING SERVICES	AMERICAN SANITATION	THE TRASH MAN
Provide Accepted Material	PROVIDED	PROVIDED
Outreach and Education	PROVIDED	PROVIDED
Bins Made of Robust Plastic	PROVIDED	PROVIDED
Roll off Container	PROVIDED	PROVIDED
Same Day Pickup as Trash	PROVIDED	PROVIDED
Quarterly Advertising	PROVIDED	PROVIDED
Solution for Missed pick-up	PROVIDED	PROVIDED
Replacement Program	PROVIDED	PROVIDED
Provide Labor & Equipment	PROVIDED	PROVIDED

Currently the City of Webster City is charging each resident with a meter \$3.75 on their utility bill for recycling services. The selection committee is recommending we accept the monthly rate from The Trash Man at \$3.50 but continue billing at \$3.75. The additional funds will be used to adjust for write offs. Write offs refer to those residents that don't pay their utility bill, resulting in the City absorbing the



cost until the utility bill is paid. Any other excess revenue can be used to help offset the landfill fee (tree grinding and City wide clean up).

This proposal also included the Removal of Solid Waste from eleven City Facilities via a 1.5 cubic yard dumpster. These locations include:

- City Hall, 400 Second Street, in the south alley, one 1.5-yard dumpster, emptied weekly
- Fuller Hall, 625 Bank Street, in the north alley, one 1.5-yard dumpster, emptied weekly
- Cemetery, 1000 Ohio Street, at the south end of maintenance building, one 1.5-yard dumpster, emptied weekly
- Street Department, 100 East Ohio Street, at the east side of building three, one 1.5-yard dumpster, emptied weekly
- Wastewater Plant, 101 East Ohio Street, at the south side of the plant, one 1.5-yard dumpster, emptied weekly
- Water Plant, 502 White Fox Road, at the north side of the plant, one 1.5-yard dumpster, emptied weekly
- Electric Utility Department, 309 Third Street, at the north side of the building, one 1.5-yard dumpster, emptied weekly
- Fire Station, 919 Superior Street, at the north side of west lot, one 1.5-yard dumpster, emptied weekly
- Webster City Congregate Meals, 749 Second Street, one 1.5-yard dumpster, emptied weekly
- Webster City Airport, 1524 240<sup>th</sup> Street, one 1.5-yard dumpster, emptied weekly
- Outdoor Pool, 1000 Union Street, as directed, one 1.5-yard dumpster, emptied twice weekly, between June 1 and August 31

Dumpsters are to be owned, maintained, and cleaned by the vendor. Dumpsters should come with attached lids and emptied at the frequency of no less than once per week, unless otherwise noted. Both American Sanitation and The Trash Man were able to meet all specifications required by the City for Solid Waste Removal Services for City Facilities. One of the differences between the two vendors is the cost comparison between the 5-year contract and the 10-year contract as shown in table 3. The selection committee is recommending council move forward with a 5-year contract with The Trash Man for the Solid Waste Removal Services for City Facilities at a price of \$6,000 per year.

Table 3 Solid Waste Cost Comparison

<b><u>City Facility Solid Waste Pick-up</u></b>		
<b>Years</b>	<b>AMERICAN SANITATION</b>	<b>THE TRASH MAN</b>
<b>5 Year Contract Price</b>	\$11,310 per year \$942.2 per month	\$6,000 per year \$500 per month
<b>10 Year Contract Price</b>	\$12,570 per year \$1,047.50 a month	\$6,000 per year \$500 a month

Table 4 Additional Solid Waste Comparisons

<u>Other Comparisons</u>		
<b>Solid Waste Pick-up</b>	<b>AMERICAN SANITATION</b>	<b>THE TRASH MAN</b>
<b>Arrange site visit</b>	PROVIDED	PROVIDED
<b>Service Hours required</b>	PROVIDED	PROVIDED
<b>Acceptable Material List</b>	PROVIDED	PROVIDED
<b>Follow Rules/Regulations</b>	PROVIDED	PROVIDED
<b>Follow Municipal Code</b>	PROVIDED	PROVIDED
<b>Labor &amp; Equipment</b>	PROVIDED	PROVIDED
<b>Provide Additional Charge \$</b>	PROVIDED	PROVIDED

The selection process for the 2023 Collection of Solid Waste and Recyclables was based upon six major factors:

- Ability to meet service requirements
- Equipment and Personnel to meet the collection needs
- The bid process
- Outreach and education for public awareness
- Facility capabilities
- Past references.

Our selection panel was made up of seven staff members with vast viewpoints and perspectives on these services. Our committee spent numerous hours going through both vendors proposals resulting in sending out additional questions for each vendor to comment on. References were also contacted with a series of questions for each to help us with our decision. Once all information was gathered our selection committee filled out a score card for each vendor based on the six selection criteria. Each criteria was ranked on a scale of 1 to 5, with 5 points being the best. Results showed The Trash Man with an average score of 23 and American Sanitation with an average score of 21. As a result of this selection criteria the committee is recommending council move forward with a 5-year contract with The Trash Man for weekly pick-up of the 96-gallon recycling bin and a 5-year contract with The Trash Man for the Solid Waste Removal Services for the City Facilities.

**FINANCIAL IMPLICATIONS:** City Facility Solid Waste Pick-up will be absorbed through yearly landfill fee and City-Wide Recycling will be absorbed through Monthly utility bill.

**RECOMMENDATION:** Staff recommends the City Council adopt the resolution authorizing the Mayor to sign a 5-year agreement with The Trash Man for the City Facilities and City-wide recyclable collection services for all Webster City residences.



**RESOLUTION NO. 2023 -**

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN A FIVE-YEAR AGREEMENT  
WITH THE TRASH MAN FOR CITY TRASH SERVICES FOR CITY FACILITIES AND  
CITY-WIDE RECYCLABLE COLLECTION SERVICES FOR ALL WEBSTER CITY RESIDENCES**

**WHEREAS**, the City of Webster City is in need of Trash Services for all eleven City facilities; and

**WHEREAS**, the City of Webster City is in need of City-Wide Recyclable Collection Services for all Webster City residences; and

**WHEREAS**, the City of Webster City would like to use 96-gallon recycling bins for material collected weekly by The Trash Man for \$3.50 per resident/month; and

**WHEREAS**, the City of Webster City would like to use 1.5 cubic yard dumpsters at all eleven city facilities at a rate of \$6,000 per year; and

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

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

**SECTION 1:** Authorizes the Mayor to sign a five-year agreement with The Trash Man for City trash services for City facilities and city-wide recyclable collection services for all Webster City residences.

Passed and adopted this 5th day of September, 2023.

---

John Hawkins, Mayor

ATTEST:

---

Karyl K. Bonjour, City Clerk

The Trash Man  
1812 2<sup>nd</sup> ST.  
Webster City, IA 50595

Jerry's Sanitation  
206 W Grant ST  
Zearing, IA 50278

Knight Sanitation  
28154 Co Hwy D41  
Eldora, IA 50627

Pederson Sanitation  
2099 US 20  
Fort Dodge, IA 50501

American Sanitation  
2066 290<sup>th</sup> ST.  
Kamrar, IA 50132

Waste Management  
201 SE 18<sup>th</sup> ST.  
Des Moines, IA 50317

T&S Sanitation  
416 2<sup>nd</sup> ST NW  
Clarion, IA 50525

Walters Sanitary Service, INC  
1424 W Mamie Eisenhower Ave.  
Boone, IA 50036



**2023 REQUEST FOR PROPOSAL**  
**COLLECTION OF SOLID WASTE AND RECYCLABLES**

**SECTION 1:**

**INSTRUCTIONS TO CONTRACTORS**

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

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

**SECTION 2:**

**SCOPE OF WORK**

**Solid Waste Removal Services for City Facilities**

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

- City Hall, 400 Second Street, in the south alley, 1 – 2-yard dumpster, emptied weekly
- Fuller Hall, 625 Bank Street, in the north alley, 1 -2-yard dumpster, emptied weekly
- Cemetery, 1000 Ohio Street, at the south end of maintenance building, 1 -2-yard dumpster, emptied weekly
- Street Department, 100 East Ohio Street, at the east side of building three, one 2 cubic yard dumpster, emptied weekly
- Wastewater Plant, 101 East Ohio Street, at the south side of the plant, one 2 cubic yard dumpster, emptied weekly
- Water Plant, 502 White Fox Road, at the north side of the plant, one 2 cubic yard dumpster, emptied weekly

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



## **Recycling Services**

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

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

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

#### **WEBSTER CITY CLEAN-UP / DROP-OFF EVENT**

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

#### **DROP OFF SITE**

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



### Section 3:

#### PROPOSAL REQUIREMENTS

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

#### **SCHEDULE**

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

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

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

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

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

- H. A Detailed list of recyclable material that will be accepted by the contractor.
- I. A process for missed recyclable pick-ups.
- J. Provide roll-offs for City wide Clean-up / Drop-Off Event and empty during scheduled times.
- K. Descriptive plan on how the contractor will educate and inform the public on recycling.
- L. Bin replacement Plan for lost, stolen, damaged, or broken bins. This should include a process for move outs and move ins.
- M. Provide a price for 5- and 10-year contract on the Proposal Form.
- N. Provide information on how solid waste is disposed of and name of facility the solid waste is taken to.
- O. Proof of ability to post a performance bond or letter of credit in the amount of \$50,000. Posting of this performance bond will be required at the time of contract execution. [Letter of credit from bank is fine; such letter must state securing performance for \\$50,000.](#)
- P. Description of any innovative equipment or procedures.
- Q. Insurance Requirements
  - A. Proof of insurance must be provided prior to the contract being approved.
  - B. Maintain and carry adequate policies of insurance to cover all liabilities and contingencies which may arise out of, and in pursuit of this contract and to indemnify and hold the City harmless from any such liabilities and contingencies.
    - Commercial Auto Coverage Insurance
    - Commercial General Liability Insurance
  - C. The Contractor shall carry Commercial General Liability Insurance protecting it from claims for damages for bodily injury and property damage which may arise from operations under the Contract:
    - \$1,000,000 per occurrence
    - \$1,000,000 per aggregate
    - \$3,000,000 annual aggregate **\$2,000,000**
  - D. The following coverages shall be included:
    - Premises and Operations Bodily Injury and Property Damage
    - Personal and Advertising Injury
    - Blanket and Completed Liability
    - Products and Completed Operations Liability
  - E. Business Automobile Liability Insurance
    - The contractor shall maintain insurance protecting it from claims for damages for bodily injury and property damage resulting from the ownership, operation, maintenance or use of all vehicles which may arise from operations under this Contract
    - \$1,000,000 per occurrence combined single limit for bodily injury
    - \$500,000 per person for bodily injury
    - In addition, the following coverages shall be included:
    - Owned, hired, and non-owned vehicles
  - F. Pollution Liability Insurance - \$1,000,000
  - G. City is also listed as an additional insured
  - H. Property Damage Insurance
    - The Contractor shall maintain insurance protecting it from claims for property damages. The minimum limit shall be \$500,000 each occurrence



- I. Excess Umbrella Coverage
  - The Contractor shall maintain Umbrella Coverage Insurance. The minimum limit shall be **\$3,000,000** ~~\$2,000,000~~
- II. Insurance certificates shall be issued by an insurance company authorized to write such insurance in the state of Iowa and shall be reasonably acceptable to the City. Insurance policies shall not be cancelled without at least 30 days prior to written notice to the City.
- III. A Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the City prior to commencement of this contract.
- IV. Deadline for questions regarding the proposal is July 13, 2023 at 5:00 p.m. Questions must be submitted in writing to Brandon Bahrenfuss at [bbahrenfuss@webstercity.com](mailto:bbahrenfuss@webstercity.com).
- V. All Bids must be sealed

#### **SECTION 4:**

#### **SELECTION PROCESS**

Selection of the Successful Bidder will be based upon:

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

**SECTION 5:**  
**PROPOSAL FORM**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Business Representative: \_\_\_\_\_

Title: \_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

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

**SERVICE:**

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

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

5 Year Contract PRICE \$ \_\_\_\_\_

10 YEAR CONTRACT PRICE \$ \_\_\_\_\_

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

Anticipated Contract Start Date: \_\_\_\_\_

**5 YEAR CONTRACT**

	BIWEEKLY	WEEKLY
32 GALLON BIN		
64 GALLON BIN		
96 GALLON BIN		

**10 YEAR CONTRACT**

	BIWEEKLY	WEEKLY
32 GALLON BIN		
64 GALLON BIN		
96 GALLON BIN		

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

Vehicle type(s) include:

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_



Overall Capacity of each Vehicle: \_\_\_\_\_

Number of vehicles to be used: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Labor:**

Total number of employees on staff:

\_\_\_\_\_

Number of personal operating each piece of equipment:

\_\_\_\_\_

Personnel available for handling calls and missed pick-ups:

How will missed pick-ups and complaints be handled:

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

## **SECTION 6:**

### **CONTRACT**

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

## SOLID WASTE AND RECYCLABLES COLLECTION AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Webster City, Iowa, an Iowa Municipal Corporation (“City”) whose principal place of business, for the purpose of this Agreement, is 400 2<sup>nd</sup> Street, Webster City, Iowa, 50595, and \_\_\_\_\_ (“Contractor”) whose principal place of business, for the purpose of this Agreement, is \_\_\_\_\_.

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

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

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

WHEREAS, this Agreement has no effect on any other agreements entered into between City and Contractor, now or into the future.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the parties hereby agree as follows:

1. **Term of Contract.** This Agreement shall commence on the 1st day of \_\_\_\_\_, 2023, and shall continue for a period of \_\_\_\_\_ ( ) years from that date until \_\_\_\_\_th day of \_\_\_\_\_, 20\_\_\_\_. This contract may be renewed for an additional five (5) year term by execution of said renewal by both parties hereto.

2. **Services to be Provided.**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

4. **Collection Dates and Times.** Contractor shall only collect solid wastes and recyclables, as provided for in this Agreement, on weekdays between the hours of 7:30 a.m. and 4:30 p.m.

5. **Contractor Expenses.** Contractor shall be responsible for any and all expenses incurred while performing said services under this Agreement. This includes, but is not limited to, automobile and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel of Contractor.

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

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

8. **Licenses.** Contractor and any of Contractor's employees shall at all times maintain all required professional and personal licenses, comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services provided under this Agreement. Contractor shall obtain Solid Waste Collector's License required by the City of Webster City referenced in Chapter 40, Section 40-42 of the Code of Ordinance of the City of Webster City, Iowa, 2019.

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

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

11. **Unemployment and/or Workers' Compensation.** As a result of Contractor being an independent contractor, Contractor shall not be entitled to any state or federal unemployment compensation benefits in connection with services performed under this Agreement. Additionally, City shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees.

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

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

14. **Indemnification.** Contractor shall indemnify, defend and hold harmless City from all claims, demands, causes of action, losses, damages, fines, liabilities and expenses, including, without limitation, reasonable attorneys' fees and court costs arising from any personal injury, property damage, or any other civil matters, that may arise as a result of this Agreement. Additionally, this shall include any actions brought against City as a result of the failure of Contractor to carry out their contracted duties under this Agreement.

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

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



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

18. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party.

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

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

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

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

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

If to City:

City of Webster City, Iowa  
Attn: City Clerk  
400 2<sup>nd</sup> Street,  
Webster City, Iowa, 50595

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_(Print Name and Title)

\_\_\_\_\_  
\_\_\_\_\_

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

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

**CITY OF WEBSTER CITY, IOWA**

**CONTRACTOR**

By: \_\_\_\_\_  
John Hawkins, Mayor

By: \_\_\_\_\_  
\_\_\_\_\_(Printed Name)  
\_\_\_\_\_(Title)

ATTEST: \_\_\_\_\_  
Karyl Bonjour, City Clerk

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

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



# THE TRASH MAN

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

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

July 24, 2023

Mr. Brandon Bahrenfuss  
City of Webster City  
400 2nd street  
Webster City IA 50595

**Subject: Response to Webster City Trash and Recycling RFP**

Dear Brandon:

The Trash Man LLC. respectfully submits this proposal for the collection of trash and recycling for all City facilities and the curbside collection of recycling from all households in Webster City.

As you may know, The Trash Man has had the pleasure to provide service to our home base community of Webster City for over 35 years. We take tremendous pride in our service and the reputation we have established in our City to serve you.

As you evaluate our proposal, please keep in mind the following additional benefits of our service:

1. Webster City based business with 25 local employees established for over 36 years.
2. Property tax contribution of \$27,624 per year.
3. Demonstrated history of top-notch service for curbside recycling in the City of Webster City.
4. Local spend of \$3.6 million in goods and services.
5. Long history of local support for community events.

Best Regards,

Chris Kehoe  
General Manager  
The Trash Man, LLC  
Webster City, IA 50595



### **References:**

1. City of Eagle Grove- 21 years of service (trash & curbside recycle)  
Araceli Day (Deputy City Clerk) 515-448-4343, [water\\_dept@hotmail.com](mailto:water_dept@hotmail.com)
2. City of Stanhope- 26 years of service (trash & curbside recycle)  
Tony Neuberger (City Clerk) 515-826-3290, [cityofstanhope@netins.net](mailto:cityofstanhope@netins.net)
3. Wright County Landfill Authority- 18 years of service (curbside recycle)  
Travis Connor (Landfill Manager) 515-532-2984, [tconnor.wcala@gmail.com](mailto:tconnor.wcala@gmail.com)
4. City of Webster City- 30 years of service (trash & curbside recycle)  
Karyl Bonjour (City Clerk) 515-832-9141, [Karyl\\_bonjour@webstercity.com](mailto:Karyl_bonjour@webstercity.com)

**SECTION 5:**  
**PROPOSAL FORM**

**Company Name:** LJP Waste Solutions, LLC  
d.b.a. The Trash Man, LLC

**Address:** 1812 W. Second Street, PO Box 573  
Webster City, Iowa 50595

**Phone Number:** 515-832-5516

**Business Representative:** Christopher S Kehoe

**Title:** General Manager

**Addendums Acknowledged:**

CSK  
CSK  
CSK

**References:** See Attached

**Performance Bond:** See Attached

**Authorized Signature:**

Christopher S. Kehoe

**Date:**

07.27.2023

**Service:**

Cost to provide and dump eleven, 1 ½ yard dumpsters from City facility's weekly.

- A. City Hall
- B. Fuller Hall
- C. Cemetery
- D. Street Department
- E. Wastewater Plant
- F. Water Plant
- G. Electric Utility Department
- H. Fire Station
- I. Webster city Congregate Meals
- J. Webster City Airport
- K. Outdoor Pool

- As directed, emptied twice weekly, between June 1 and August 31

5 Year Contract PRICE \$ 500.00 / monthly

10 YEAR CONTRACT PRICE \$ 500.00 / monthly

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

Anticipated Contract Start Date: 10/01/23 (Flexible)

5 YEAR CONTRACT

	BIWEEKLY	WEEKLY
32 GALLON BIN	\$ 2.90	\$ 3.50
64 GALLON BIN	\$ 3.00	\$ 3.50
96 GALLON BIN	\$ 3.45	\$ 3.50

10 YEAR CONTRACT

	BIWEEKLY	WEEKLY
32 GALLON BIN	\$ 2.90	\$ 3.50
64 GALLON BIN	\$ 3.00	\$ 3.50
96 GALLON BIN	\$ 3.45	\$ 3.50

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

Vehicle type(s) include:

Make: Mack

Model: LR

Year: 2022



**Overall Capacity of each Vehicle: 31 yd McNeilus Auto Side loader**

**Number of vehicles to be used: (1)**

**Any additional equipment used in the removal of Solid Waste (1 ½ yd dumpsters) and weekly collection of Recycling Carts:**

1. 2020 Freightliner M2 25 yd New Way Packer w/ tipper
2. 2020 Freightliner M2 25 yd New Way Packer w/ tipper
3. 2022 Mack LR 31 yd McNeilus Auto Side Loader

**Labor:**

**Total number of employees on staff:**

25 Full-Time

**Number of personnel operating each piece of equipment:**

(1) Operator for recycling collection, (2) operators for trash collection

**Personnel available for handling calls and missed pick-ups:**

(2) Full-time staff members, (1) Full-time Dispatcher

Local office open to all customers to answer calls, help with information and dispatch missed or late set out pickups

**How will missed pickups and complaints be handled:**

Dispatcher will answer initial call and assess the next level of service. Complaints will be handled by our General Manager who is available on a daily basis.

### **Section 3**

#### **Proposal Responses:**

**A. All pricing in our proposal submittal will be valid for 160 days effective 07/27/23**

**G. Description and Service Day:**

- 1. City Hall: Monday (currently Monday/Thursday)**
- 2. Fire Station: Tuesday**
- 3. Electric Utility Department: Thursday**
- 4. Street Department: Wednesday**
- 5. Waste Water Department: Wednesday**
- 6. Water Treatment Facility: Monday**
- 7. Graceland Cemetery: Thursday**
- 8. Swimming Pool: Monday/Thursday**
- 9. Fuller Hall: Tuesday (currently Tuesday/Friday)**
- 10. Congregate Meals: Tuesday**
- 11. WC Airport: Wednesday**

**G. Recycling/Solid Waste Collection Days**

- **Residential Recycling will be picked same day as trash which is done currently in 5 days with the city put in quadrants**

**G. Description of equipment and labor on typical day**

- **Residential Recycling will be picked by a single automated truck with (1) employee and residential trash will follow with separate trash truck (2) employees**

**G. Roll-Off Recyclable Container (image attached) designed for drop-off area**

- **The Trash Man also has a full-service staffed drop-off recycling center that all residents and businesses can bring their recycling to. Our local office site is open Monday – Friday and this service is “free” to the public**

**H. Detailed list of recyclables (flyer attached)**

**I. Process for missed recycling:**

- All Webster City residents are asked to call The Trash Man office at 515-832-5516 with any service-related questions or comments. Our office is staffed from 6:30 am – 4:30 pm Monday – Friday, to assist with customer calls, misses, or service-related communications. Our office will make every effort to resolve any issues that may arise in a timely manner.

**K. Descriptive plan on educating public on recycling (refer to Recycling Services Section)**

**L. Bin Replacement Plan (refer to Recycling Services Section)**

**N. Solid Waste disposal per Iowa DNR requirements say that all solid waste produced in Webster City must be deposited at the Hamilton County Transfer Station.**

**O. Performance Bond of \$50,000 and letter is attached from our insurance company. (See attached)**

**Q. Certificate of Insurance with City of Webster City additionally insured. (See attached)**



## **Recycling Services Section**

### **Proposal Responses Additional:**

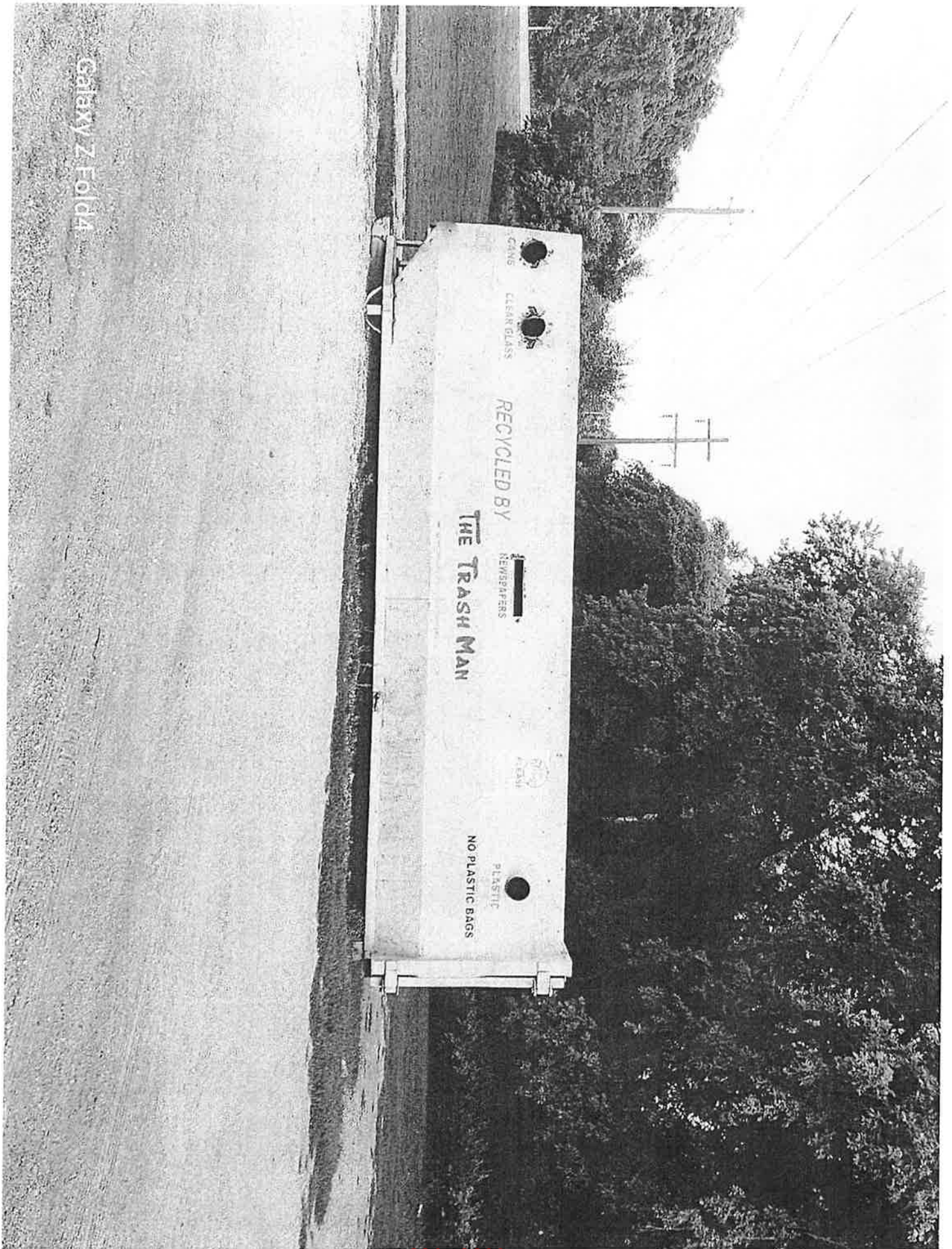
**B. The Trash Man will provide 64-gallon recycle carts to all City of Webster City Facilities and picked up weekly at NO CHARGE**

**H. All curb side collections of recyclables will be picked up the same day as solid waste is by The Trash Man for residential convenience (current process)**

**J. The Trash Man shall provide and distribute to all residential customers information describing what is accepted for recycling collection. This will include flyers, The Trash Man Website: [thetrashmanwebstercity.com](http://thetrashmanwebstercity.com), The Trash Man Facebook page. The Trash Man on a quarterly basis will run informational ads on KQWC and a public awareness campaign with the assistance of OHP Marketing of Webster City.**

**K. Replacement cart program:**

- **The Trash Man shall replace at no charge to the City or the individual Residential Unit and cart that becomes damaged or destroyed during the provision of the service, or that becomes unusable because of ordinary wear and tear. However, if a cart in the possession of a Residential Unit is lost, stolen, damaged, or destroyed through no fault of the Trash Man, the occupant, of the Residential Unit shall be responsible to compensate The Trash Man the fair market value for the replacement of such cart. The Residential Unit shall be billed separately for such replacement cost.**



Galaxy Z Fold4





# THE TRASH MAN

606-832-5616

or toll

free

1-800-944-1118

## ALWAYS RECYCLE:



-PLASTIC BOTTLES & CONTAINERS  
-#1, 2, 3, 4, 5, OR 7



-GLASS BOTTLES & CONTAINERS  
-CLEAR (BOTTLES & JARS)



-ALUMINUM (POP CANS/PIE TINS & TRAYS  
-TIN CANS



-NEWS PAPER  
-COPY & COMPUTER PAPER  
-JUNK MAIL & PHONE BOOKS  
-MAGAZINES & CATALOGS



-CORRUGATED CARDBOARD  
-FLATTENED-MAX SIZE IS 30" BY 60" BY 6" HIGH



-BOX BOARD  
-CEREAL, CAKE, CHIP, & CRACKER BOXES

## NOT RECYCLABLE:

-COTTON BALLS  
-PAPER TOWELS, NAPKINS, TISSUES  
-CUPS, COFFEE FILTERS, TEA BAGS  
-WAXED PAPER OR WAXED ANYTHING  
SUCH AS MILK CARTONS, DRINKING  
BOXES, FROZEN FOOD BOXES  
-CANDY & GUM WRAPPERS  
-CELLOPHANE, FOIL, PLASTIC WRAP  
-COOKING PANS  
-WRAPPING PAPER

-CARBON PAPER, WALLPAPER  
-BATHROOM WASTEPAPER  
-PHOTOS, SLIDES, TRANSPARENCIES  
-AEROSOL CANS, PAINT CANS  
-GASOLINE CONTAINERS  
-LIGHT BULBS, PENS  
-WINDOW PANES, MIRRORS  
-POTTERY, CERAMICS  
-PIZZA BOXES

-DISPOSABLE RAZORS, NEEDLES  
-TOYS, DISHES, GLASSES  
-MEDICINE CONTAINERS  
-PLASTIC CUPS, SILVERWARE, TRAY  
-PLASTIC WRAP  
-FOAM CUPS, FOAM PACKAGING  
-PLASTIC BAGS OF ANY TYPE  
-STYROFOAM  
-EGG CARTONS

## RECYCLING RULES

1. NO PLASTIC BAGS ARE TO BE USED AS RECYCLING BINS
2. ALL ITEMS MUST BE RINSED CLEAN
3. ALL COVERS, O-RINGS, PUMPS, METAL HANDLES MUST BE DISCARDED INTO YOUR REFUSE BIN







## Commercial Insurance Associates, LLC

July 20th, 2023

City of Webster City  
400 Second Street  
Webster City, IA 50595

**RE: Bondability Letter – LJP Waste Solutions, LLC ("LJP")**

*Project: City of Webster City, Iowa; Waste & Recycling Services; \$50,000 Performance Bond*

To whom it may concern:

It has been the privilege of Commercial Insurance Associates to provide surety bonds for LJP Waste Solutions, LLC. LJP is a valued client and considered a company in very good standing.

This letter is to inform you that our client has an active bond program with Libery Mutual Surety. Currently, LJP Waste Solutions, LLC has a day-to-day bonding program of \$5,000,000 single over \$10,000,000 aggregate with a willingness to entertain larger parameters, if needed. Based upon LJP's current bonding capacity, we are prepared to provide a \$50,000 performance in conjunction with the captioned project.

Please note that the decision to issue performance and payment bonds is a matter between LJP Waste Solutions, LLC and their Surety company. Any approval will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If we can provide you with any further assurances concerning our client's technical expertise or bonding capacity, please do not hesitate to give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean P. Kirwan".

Sean P. Kirwan  
Principal – Surety  
Tel: 615-515-6000  
[skirwan@com-ins.com](mailto:skirwan@com-ins.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Commercial Insurance Associates, LLC 103 Powell Court, Ste 200 Brentwood TN 37027		<b>CONTACT NAME:</b> Kathleen Fetterman <b>PHONE (A/C No. Ext):</b> 615-515-6000 <b>FAX (A/C No.):</b> 615-515-6001 <b>E-MAIL ADDRESS:</b> k.fetterman@com-ins.com													
<b>INSURED</b> The Trash Man, LLC 1812 W Second Street Webster City, IA 50595		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <td>INSURER A: Nautilus Insurance Company</td> <td>NAIC # 17370</td> </tr> <tr> <td>INSURER B: Key Risk Insurance Company</td> <td>10885</td> </tr> <tr> <td>INSURER C: West Bend Mutual Insurance Company</td> <td>15350</td> </tr> <tr> <td>INSURER D: Tokio Marine Management, Inc</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A: Nautilus Insurance Company	NAIC # 17370	INSURER B: Key Risk Insurance Company	10885	INSURER C: West Bend Mutual Insurance Company	15350	INSURER D: Tokio Marine Management, Inc		INSURER E:		INSURER F:	
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INSURER C: West Bend Mutual Insurance Company	15350														
INSURER D: Tokio Marine Management, Inc															
INSURER E:															
INSURER F:															

## COVERAGES

CERTIFICATE NUMBER: 1281293957

REVISION NUMBER:

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

INBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		GSP2037193-10	4/11/2023	4/11/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BAP2037194-10	4/11/2023	4/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		FFX2037192-10	4/11/2023	4/11/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	B033787 01	4/11/2023	4/11/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A A D	Pollution Liability Professional Liability Contractor's Equip Leased/Rented	Y		GSP2037193-10 CCP2037212-10 IM 5001300-00	4/11/2023 4/11/2023 4/11/2023	4/11/2024 4/11/2024 4/11/2024	Limits of Liability Limit of Liability Limit 1,000,000 1,000,000 180,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractor's Equipment Valuation: Actual Cash Value for any equipment older than 5 years and any equipment that does not have a model year on the schedule on file with TMA dated 3/20/2023.

Replacement Cost for any equipment 5 years old or newer.

Contractors Equipment Deductible: \$5,000 for equipment up to \$100,000. \$10,000 for equipment greater than \$100,000.

City of Webster City is included as an additional insured under the referenced General Liability, Umbrella/Excess Liability and Automobile Liability policies as required by written contract or agreement between the named insured and certificate holder.

## CERTIFICATE HOLDER

## CANCELLATION

City of Webster City  
 400 Second Street  
 Webster City IA 50595

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*[Signature]*

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ACORD 25 (2016/03)

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# THE TRASH MAN

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

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

## Answers to City of Webster City RFP

1. The cost of "all" city facilities is \$500 per month all inclusive in our proposal.
2. The fair market value for replacement recycle carts is \$70 per cart.
3. There would be "no" additional cost, we currently service most of the city facilities weekly now with a smaller bin. We would work with each facility to provide them with their needed service level.
4. The haul charge for each of the 40 c.u. yd roll-off containers would be priced at \$220 for each pull plus the landfill cost of each roll-off. Typically, the city receives a discounted rate from the Hamilton County Transfer Station for this clean up project.
6. If the resident feels their service level is not adequate, we would work with each resident to provide either an additional cart or an additional "extra" pickup at "no" cost to the resident.
7. The monthly dollar amount for all city facilities is nearly identical to your current monthly Trash Man billing for the past several years. Currently, The Trash Man uses up to (3) employees to service Webster City residents and their weekly recycling. The Trash Man's new automation service plan will have (1) employee doing the job of (3). Our automation program clearly reduces our labor costs which allows The Trash Man to provide the residents of Webster City a lower competitive monthly fee while enhancing the service level to each home.
8. \*\*See Attached Flyer\*\*
9. The Trash Man prices are confirmed at **\$3.50 per month on weekly service for any recycle cart listed (32), (64), (96) gallon.** We would encourage and industry standards will show (64) gallon carts are a very popular choice for weekly collection. The size is very beneficial for all residents to control and have space with these carts. The actual dimensions of the bottom of the (64) gallon cart is the same as our 18 gallon recycle bins residents currently use.

The Trash Man prices are confirmed at **\$2.90 per month on a (32) gallon cart, \$3.00 per month on a (64) gallon cart and \$3.45 per month on a (96) gallon cart all collected on a EOW basis.**

These Trash Man monthly prices are confirmed on either a (5) year contract or (10) year contract.



10. **\*\*See Attached Sheet\*\***

11. The City of Webster City account manager will be Chris Kehoe. He is the General Manager of The Trash Man and has over 28 years of recycling and solid waste experience. The Trash Man office staff has over 56 years of assisting and providing quality knowledge to customers who call for service or questions.

12. The price for emptying the recycle roll-off sub will be \$88.00 per pull which is the current pricing for the City of Webster City.

13. The Trash Man monitors the recycle roll-off sub area 6 days a week to make sure that illegal dumping or recyclable products are not left on the ground. If garbage is left at the recycle site we collect it and have been charging the City of Webster City \$10 per cubic yard.

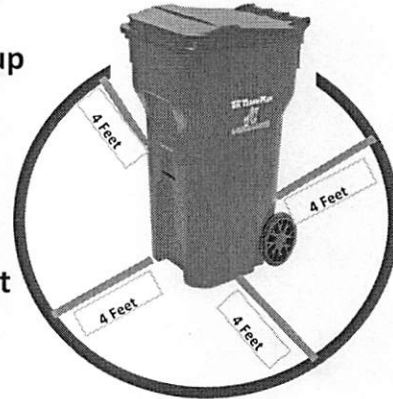
14. We operate a modern facility which is open to the public. Our office hours are Monday – Friday from 6:30 am to 4:30 pm. Consumers can drop-off payments, set up services, order containers, ask questions. Consumers are able to use our “full” service recycling facility “free” of charge as an additional drop off center Monday – Friday from 6:30 am to 3:00 pm. **\*\*See Attached maps and pictures of our facility and our daily residential routes for Webster City.**



# THE TRASH MAN

## ***Welcome to your new cart***

- Cart(s) must be on the curb by 7 AM for pick-up
- Place your cart with the handle & wheels towards your house
- We will only be collecting Recycling in this cart
- Make sure the lid is closed
- If you have larger/bulkier recycling items please call the office to schedule a pick-up
- Your cart is for regular residential household recycling
- 4 foot clearance on all sides



## **Cart service will start the week of XXXXXXXX**

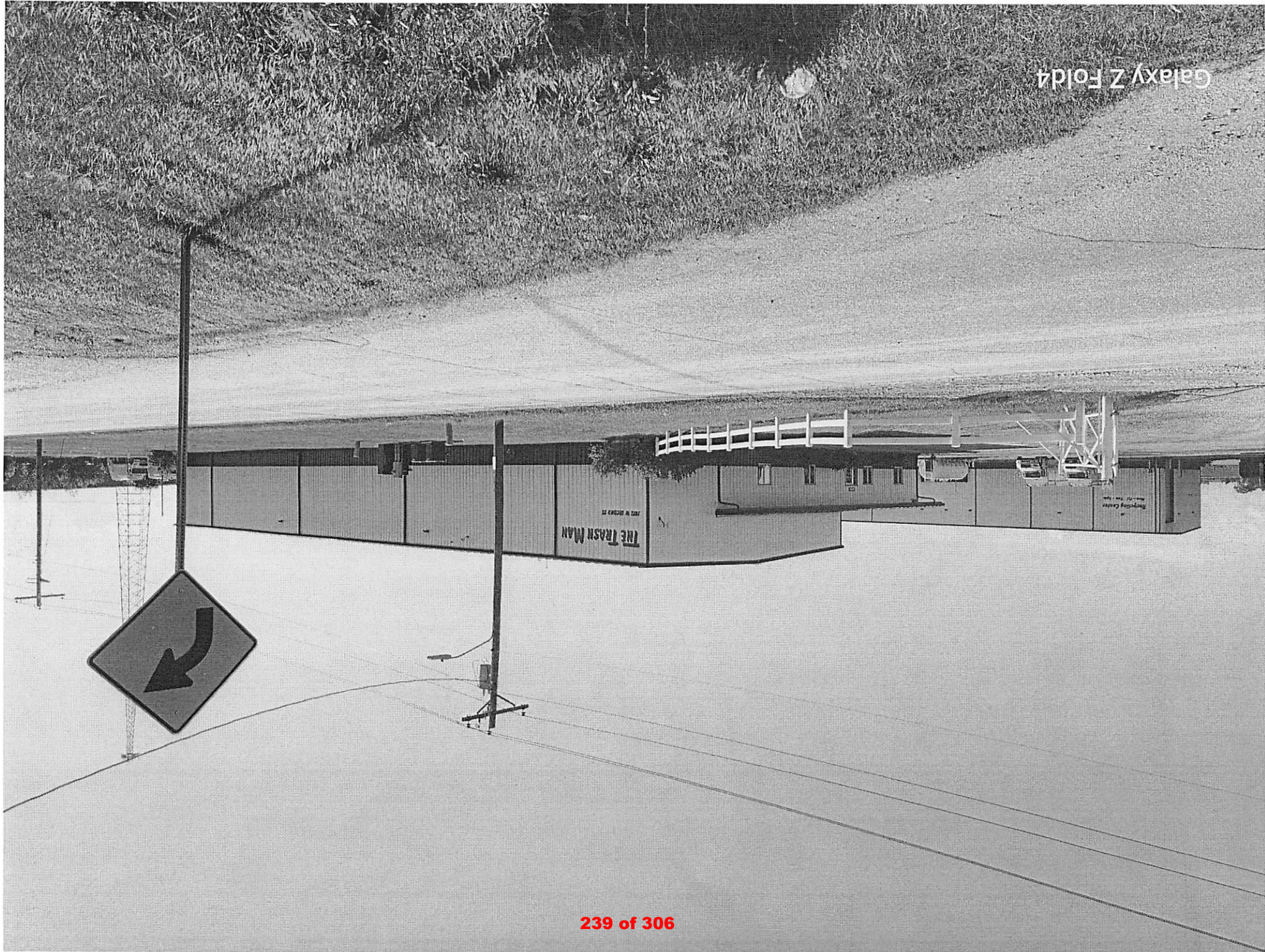
- Your service day stays the SAME, questions about your pick-up day please call our office

**If you have any questions please reach out to  
our office at 800-944-1118 or 515-832-5516**

## Cities

- |                |                  |
|----------------|------------------|
| 1. Clarion     | 23. Duncombe     |
| 2. Belmond     | 24. Coalville    |
| 3. Eagle Grove | 25. Lehigh       |
| 4. Woolstock   | 26. Stratford    |
| 5. Dows        | 27. Mc Callsburg |
| 6. Galt        | 28. Roland       |
| 7. Rowan       | 29. Hubbard      |
| 8. Alexander   | 30. Garden City  |
| 9. Popejoy     | 31. Radcliffe    |
| 10. Alden      | 32. Ellsworth    |
| 11. Iowa Falls | 33. Randall      |
| 12. Bradgate   | 34. Williams     |
| 13. Latimer    | 35. Kamrar       |
| 14. Coulter    | 36. Meservey     |
| 15. Hampton    | 37. Goodell      |
| 16. Holmes     | 38. Blairsburg   |
| 17. Kanawha    | 39. Jewell       |
| 18. Renwick    | 40. Stanhope     |
| 19. Thor       | 41. Goldfield    |
| 20. Vincent    | 42. Ackley       |
| 21. Fort Dodge | 43. Buckeye      |
| 22. Dayton     | 44. Owasa        |













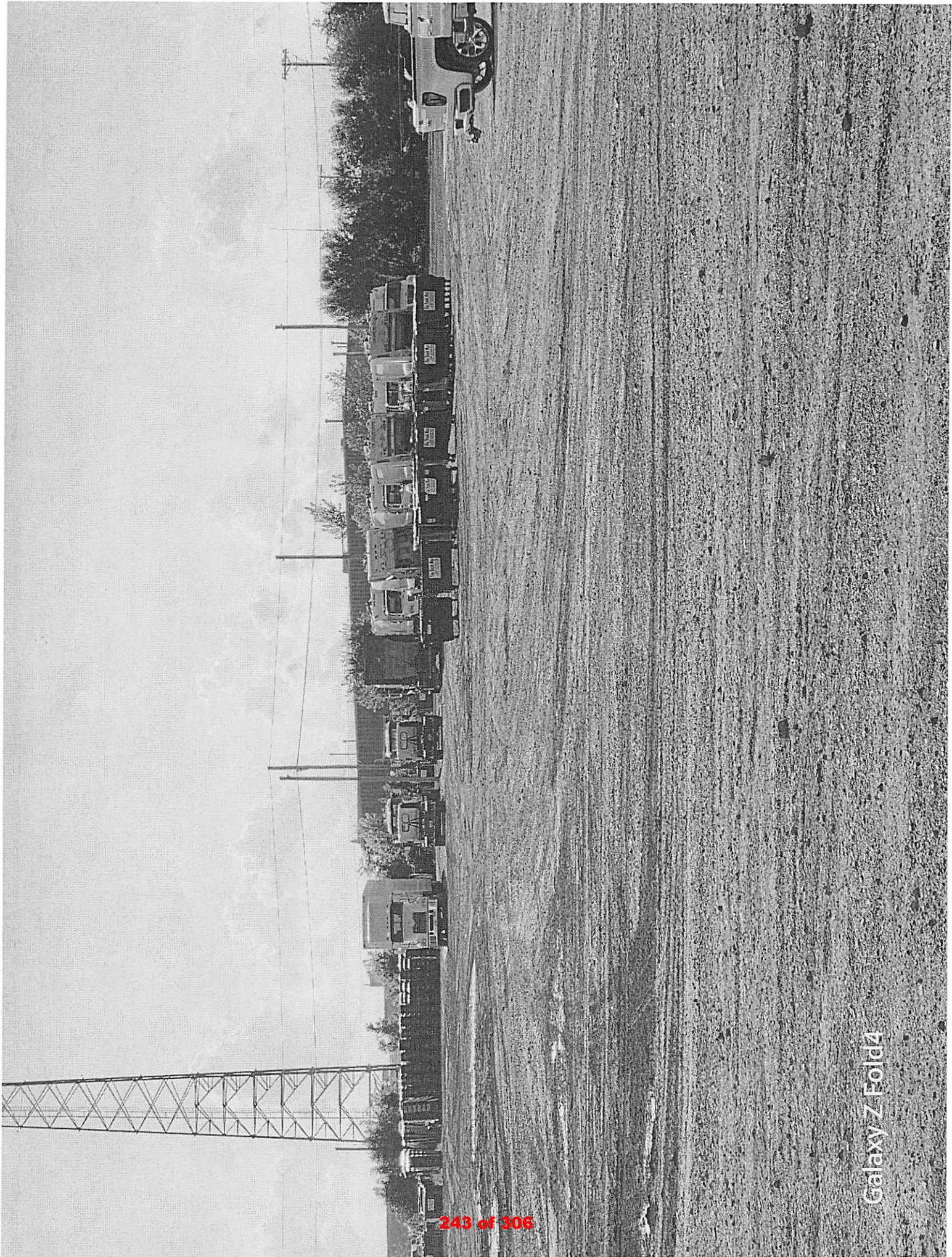
Galaxy Z Fold4





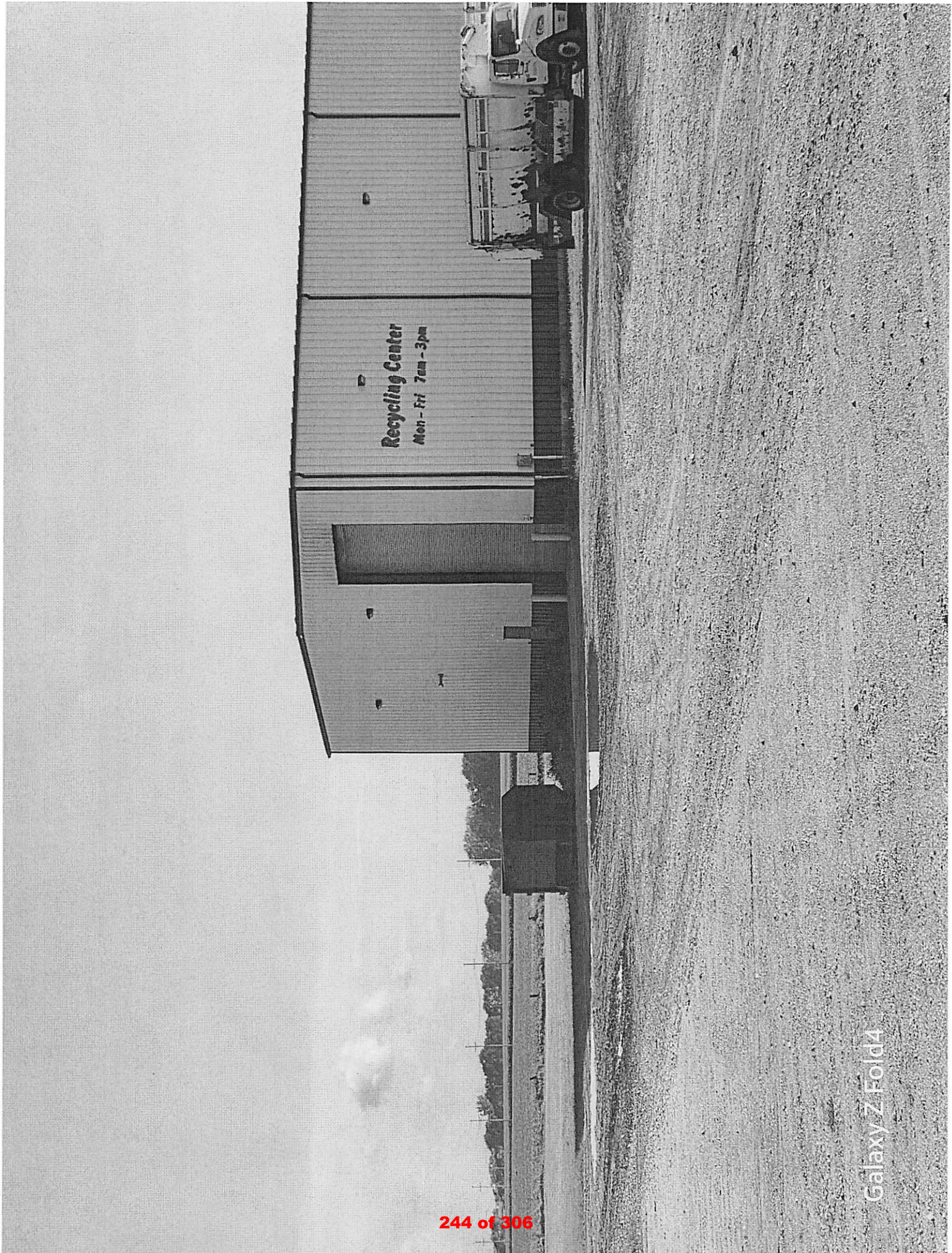
Galaxy Z Fold4





Galaxy Z Fold4















# Webster City



210th

210th

ANKER DR.

53

1 Kilometer

Kendall Young Rd

Des Moines St

Hillcrest Dr  
Elmhurst Dr  
Lincoln Dr  
Parkway Dr

White Fox Rd

White



MacKinlay Kantor Dr

James  
Ivan St

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TUESDAY  
WEDNESDAY  
THURSDAY  
FRIDAY

WALL ST  
ALAN AVE  
BEACH ST

KAMEN DR  
SUMMIT DR  
CRASTVIEW DR  
LAUREL DR

DES MOINES ST  
FAIRMESADOW DR  
SOUTH ST  
THOMAS ST

WHITE FOX RD  
PARK AVE  
OAK ST  
HICKORY ST

BLUFF ST  
CREEK ST  
BELL AVE  
HARDING RD

COTTAGE RD  
HAMILTON DR  
BURTON DR  
KENDALL YOUNG RD

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17  
20





## City of Webster City Proposal & Additional Information

### Section 2:

#### Solid Waste Removal Services for City Facilities

- A. Agree
- B. The bid form says between the hours of 6:00am & 4:00 pm but the contract says 7:30am & 4:00pm. Just a suggestion, but I have spoken to quite a few people who don't like getting woken up by the garbage truck early in the morning. Would a better time be more like 7:00am to 5:00pm, if that is a possible option?
- C. Agree
- D. Agree
- E. If there was a major snowstorm could pickup be delayed by a day (Thinking back to Christmas 2022)?
- F. Agree
- G. Agree
- H. Agree
- I. Agree
- J. Extras:
  - a. If an extra pickup is needed between regular pickups, that would be a \$35.00 charge.
  - b. Occasional extras are not charged. If there is a continual issue with extra garbage, we would have a conversation about getting a larger size dumpster or increasing the pickup frequency.

#### Recycling Services:

- A. I would like to offer all residents the opportunity to choose the size of container they would like to have. We have 3 options: 35 gallon, 64 gallon, & 96 Gallon. Containers will be red with a blue recycling lid marked for recycling. If someone has a 96 gallon cart and fills it weekly, they can get a second cart at no charge to them. All sizes will be the same charge to the city but when the residents get their cart, they can pick the size they would like. We will handle all the signup in our office and all delivery of the carts.

- B. Recycling for the city offices would be the same price as residential stops. The containers would just need to be set out and accessible for the truck on their regular pickup day.
- C. Agree
- D. Would this mean there is no pickup on Saturday after a holiday? We currently run all days of the week on their regular pickup day except for the actual holiday that is moved one day later. Also see above "Solid Waste Removal Service for City Facilities" Letter "B" regarding pickup times.
- E. Agree
- F. Agree
- G. Agree – Exception would be if the resident did not have their cart out at the time of pickup. If missed in this instance, we would usually pick it up on the next day or the same day if we are notified in time.
- H. Agree
- I. Agree
- J. Agree
- K. If the container is damaged by the resident due to neglect, they will be charged for its replacement at a cost of \$100.00. If the container is damaged due to normal wear and tear, and is no longer usable, it will be replaced at no cost, or if it is our truck or employee that damages a container it will be replaced at no charge to the resident.
- L. Agree
- M. Agree
- N. Agree

#### **Webster City Clean-up/Drop-off Event**

- A. I will provide the containers for the annual clean-up event at no charge for the service. The only cost to the city would be for the disposal of the waste at the transfer station.
- B. I would have a truck available for immediate removal and replacement of the containers when they are full during the hours of operation for the transfer station during the clean-up event.

#### **Drop Off Site**

- A. I would provide a recycling roll-off container (see attached pictures) to be placed near the street department/wastewater treatment plant. If a second location is available to place one that would be fine also. The charge for this would be a flat fee of \$170.00 each time the container is emptied. We would monitor it for the first few months to determine the frequency when it would need to be emptied. Once we get a timeframe, we will just schedule it for weekly, every other week, monthly or whatever time frame is needed to keep the container empty and usable to the public.
- B. Agree

## **Section 3:**

### **Proposal Requirements**

- A. Agree these prices will be valid for 160 days after July 27, 2023
- B. Owner: Brad Schmidt 2066 290<sup>th</sup> St Kamrar, IA 50132
- C. References
  - a. City of Blairsburg – Pat Jacobson 515-297-1499
  - b. City of Jewell – Regina Beaune 515-827-5425
  - c. City of Williams – Jessica Hiemstra – 515-681-7740
- D. See Bid Form
- E. See Bid Form
- F. See Bid Form
- G. Schedule:
  - a. Collection schedule for City trash service would be on Thursdays for the weekly pickups, Monday and Thursday for the twice weekly service. The airport would be on Monday. If the scheduled pickup day were to change, we would notify the city before that happened.
  - b. All garbage and recycling would be picked up on the same day for residential pickups.
  - c. Equipment:
    - i. 2014 CCC automated side load
    - ii. 2013 CCC automated side load
    - iii. 2004 Freightliner automated side load
    - iv. 2019 International Rear Load
    - v. 2015 Kenworth Rear Load
    - vi. More trucks may be added if awarded the contract.
  - d. City garbage dumpsters will be picked up on our regular rear load route we are currently running. Recycling would be split up into 3 - 4 days of the week and sections of the town would be done each day. For cart collection 2 trucks would be running, one for garbage, and one for recycling. Recycling would be collected comingled and taken back to a sorting facility to be separated. (See item “P” page 5 for more information on the future of this).
  - e. See attached pictures. The container will have 5 compartments, 1 for each product. The container will be 20yards in capacity with a cover and doors for each individual recycling product.
- H. Aluminum & tin cans, books, clean cardboard (no oil or grease), glass, paper cartons, magazines & paper, pill bottles, plastics with triangle marking for recycling.
- I. Missed stops will be picked up as soon as possible. If the cart was not out in time for the pickup, or was forgotten to put out, it would be picked up on the next day, or the same day if we are notified in time.



- J. Roll off's will be provided for city cleanup day at no charge for the container or pickup and delivery. The only cost to the city will be the disposal fees at the transfer station. On cleanup day, during normal transfer station hours, I would have someone available to remove full containers right away and to be brought back during the 2 day cleanup event.
- K. When the cart is delivered, there will be a paper hanging in the cart with information on what is recyclable and when their pickup day is, along with other general information on the service. I would also be willing to provide an insert that may be placed in the city utility bills to inform residents on how to recycle and what can be recycled. Additionally, I will run ads periodically in the Daily Freeman Journal to inform residents as well and to encourage them to recycle.
- L. If it is our truck or employee that damages a container it will be replaced at no charge to the resident. If the container is damaged due to normal wear and tear, and is no longer usable, it will be replaced at no cost. If the container is damaged by the resident due to neglect, they will be charged for its replacement at a cost of \$100.00. Our carts are all marked with a serial number, and we track that number to the house it is assigned to. If someone were to steal a cart and try to use it, we would know who it belongs to and where it does not belong. If someone moves out of a house, we will ask them to notify us, we will pick up the container, wash and sanitize it, then provide a clean one to the new resident.
- M. See Bid Form
- N. Solid waste will all be taken to the Hamilton County Solid Waste Commission in Kamrar.
- O. See attached letter of credit from Availa bank. Would this need to be in place for the entire term of the contract?
- P. We currently use automated side load trucks to collect solid waste and recycling. I am looking to purchase "split body" automated side load trucks. This is a new kind of truck that has 2 compartments internally. One for solid waste, and one for recycling. The advantage of this type of truck is that one truck can go down the street to collect both solid waste and recycling. If awarded this contract that is what I hope to be looking to move to. This would help to save traffic on the streets.
- Q. Insurance to be provided at contract execution. Agree with all terms of insurance requirements.

Note from the owner:

I would like to ask the council to consider a couple of factors in your decision. First off, I am thrilled to be able to offer this service to the city. I feel that it is something that should have been done a long time ago and I am happy to be able to give the people of Hamilton County a chance to improve their service. We are 100% locally owned, I am the owner and operator of American Sanitation alongside my wife and exceptional staff!! With us being local, your money will be staying in Hamilton County and not getting sent off to some other state. The problem with shopping locally is it may not always be the cheapest. Large corporate companies who have multi millions of dollars behind them always have an advantage over the little guy. They have larger buying power and can usually purchase things cheaper. They can also be able to sustain big losses just to keep the business they have or try to run the little guy out. I just ask that you consider this in your decision.

On your timeline you have a period of possible interviews. I would enjoy the opportunity to come and answer any questions you may have in person. Sometimes a quick conversation can answer a lot of unknown questions that may arise.

Thank You for your consideration,  
Brad Schmidt

Owner  
American Sanitation



**2023 REQUEST FOR PROPOSAL**  
**COLLECTION OF SOLID WASTE AND RECYCLABLES**

**SECTION 1:**

**INSTRUCTIONS TO CONTRACTORS**

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

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

**SECTION 2:**

**SCOPE OF WORK**

**Solid Waste Removal Services for City Facilities**

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

- City Hall, 400 Second Street, in the south alley, 1 – 2-yard dumpster, emptied weekly
- Fuller Hall, 625 Bank Street, in the north alley, 1 -2-yard dumpster, emptied weekly
- Cemetery, 1000 Ohio Street, at the south end of maintenance building, 1 -2-yard dumpster, emptied weekly
- Street Department, 100 East Ohio Street, at the east side of building three, one 2 cubic yard dumpster, emptied weekly
- Wastewater Plant, 101 East Ohio Street, at the south side of the plant, one 2 cubic yard dumpster, emptied weekly
- Water Plant, 502 White Fox Road, at the north side of the plant, one 2 cubic yard dumpster, emptied weekly

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



## **Recycling Services**

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

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

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

#### **WEBSTER CITY CLEAN-UP / DROP-OFF EVENT**

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

#### **DROP OFF SITE**

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



### **Section 3:**

#### **PROPOSAL REQUIREMENTS**

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

#### **SCHEDULE**

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

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

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

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

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

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



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

#### **SECTION 4:**

##### **SELECTION PROCESS**

**Selection of the Successful Bidder will be based upon:**

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

**SECTION 5:**  
**PROPOSAL FORM**

Company Name: American Sanitation LLC

Address: 2066 290th St  
Kamrar, IA 50132


Phone Number: 515-539-4872

Business Representative: Brad Schmidt

Title: Owner

Addendums Acknowledged: Solid Waste, Recycling Services,  
Proposal Requirements,  
Insurance Requirements

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

Authorized Signature: 

Date: 7-27-23

**SERVICE:**

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

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



5 Year Contract PRICE      \$ 11,310.00/Annual for 1.5YD Rear Load\*

10 YEAR CONTRACT PRICE      \$ 12,570.00/Annual for 1.5YD Rear Load\*

\*Does not include \$20.00/month credit for both Police & Fire Department

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

Anticipated Contract Start Date: If awarded on 8-21-23 Containers would be available by 11-15-2023  
for a 12-1-23 start date

**5 YEAR CONTRACT**

	BIWEEKLY	WEEKLY
32 GALLON BIN	\$3.25	\$4.00
64 GALLON BIN	\$3.25	\$4.00
96 GALLON BIN	\$3.25	\$4.00

**10 YEAR CONTRACT**

	BIWEEKLY	WEEKLY
32 GALLON BIN	\$3.75	\$4.50
64 GALLON BIN	\$3.75	\$4.50
96 GALLON BIN	\$3.75	\$4.50

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

Vehicle type(s) include:

Make: CCC, CCC, Freightliner, International, Kenworth

Model: Low Entry, Low Entry, FL80, 7900, T380

Year: 2013, 2014, 2004, 2019, 2015

**Overall Capacity of each Vehicle:** 31, 29, 24, 20, 20 (Cubic Yard)

**Number of vehicles to be used:** 5

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

As we continue to grow, I have been adding more trucks & employees to meet the needs.

If awarded this contract, if needed, I would add additional trucks. I am confident

that I currently have ample equipment to handle this contract with room to spare.

**Labor:**

**Total number of employees on staff:**

5 Employee's + Owner

**Number of personal operating each piece of equipment:**

1 Person per truck

**Personnel available for handling calls and missed pick-ups:**

1 full time office manager

**How will missed pick-ups and complaints be handled:**

Missed pickups are picked up as soon as a truck can get by. If the container is not out at the time of pickup, we will get back the next day to pick it up.

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

**SECTION 6:**

**CONTRACT**

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



## SOLID WASTE AND RECYCLABLES COLLECTION AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Webster City, Iowa, an Iowa Municipal Corporation ("City") whose principal place of business, for the purpose of this Agreement, is 400 2<sup>nd</sup> Street, Webster City, Iowa, 50595, and \_\_\_\_\_ ("Contractor") whose principal place of business, for the purpose of this Agreement, is \_\_\_\_\_.

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

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

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

WHEREAS, this Agreement has no effect on any other agreements entered into between City and Contractor, now or into the future.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the parties hereby agree as follows:

1. **Term of Contract.** This Agreement shall commence on the 1st day of \_\_\_\_\_, 2023, and shall continue for a period of \_\_\_\_\_ (\_\_\_\_) years from that date until \_\_\_\_\_th day of \_\_\_\_\_, 20\_\_\_\_. This contract may be renewed for an additional five (5) year term by execution of said renewal by both parties hereto.

2. **Services to be Provided.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. **Collection Dates and Times.** Contractor shall only collect solid wastes and recyclables, as provided for in this Agreement, on weekdays between the hours of 7:30 a.m. and 4:30 p.m.

5. **Contractor Expenses.** Contractor shall be responsible for any and all expenses incurred while performing said services under this Agreement. This includes, but is not limited to, automobile and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel of Contractor.

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

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



8. **Licenses.** Contractor and any of Contractor's employees shall at all times maintain all required professional and personal licenses, comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services provided under this Agreement. Contractor shall obtain Solid Waste Collector's License required by the City of Webster City referenced in Chapter 40, Section 40-42 of the Code of Ordinance of the City of Webster City, Iowa, 2019.

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

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

11. **Unemployment and/or Workers' Compensation.** As a result of Contractor being an independent contractor, Contractor shall not be entitled to any state or federal unemployment compensation benefits in connection with services performed under this Agreement. Additionally, City shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees.

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

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

14. **Indemnification.** Contractor shall indemnify, defend and hold harmless City from all claims, demands, causes of action, losses, damages, fines, liabilities and expenses, including, without limitation, reasonable attorneys' fees and court costs arising from any personal injury, property damage, or any other civil matters, that may arise as a result of this Agreement. Additionally, this shall include any actions brought against City as a result of the failure of Contractor to carry out their contracted duties under this Agreement.

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

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

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

18. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party.

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

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

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

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

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

If to City:

City of Webster City, Iowa  
Attn: City Clerk  
400 2<sup>nd</sup> Street,  
Webster City, Iowa, 50595

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name and Title)

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

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

**CITY OF WEBSTER CITY, IOWA**

By: \_\_\_\_\_  
John Hawkins, Mayor

ATTEST: \_\_\_\_\_  
Karyl Bonjour, City Clerk

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

**CONTRACTOR**

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)  
(Title)

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





635 First St  
Webster City, IA 50595  
515.832.1133  
[availa.bank](http://availa.bank)

July 26, 2023

Re: American Sanitation Letter of Credit

To The City of Webster City,

I'm writing to confirm American Sanitation's request for a \$50,000 letter of credit to secure its bid for future services to the City of Webster City. Based on the current financial standing of American Sanitation, Availa Bank would approve the letter of credit as requested. Should you need anything further please feel free to reach out to me directly.

Best Regards,

A handwritten signature in black ink, appearing to read "Ryan Williams", with a horizontal line drawn underneath it.

**Ryan Williams • Market President**

NMLS # 1058674

635 First Street • Webster City, IA 50595 • Branch Tel: 515-832-1133 • Branch Fax: 515-832-1708

Direct Line: 515-832-5914

Visit our website: [www.availa.bank](http://www.availa.bank)

**Availa's Mission Statement:**

*Empower our team to inspire and enable our clients and the communities we serve to achieve financial success.*















City of Webster City,

- 1. How did you come up with the dollar amount you will be charging the city for recycling and trash?**

We are charging between \$4.00 and \$5.00 for weekly recycling pickup in other towns depending on the quantity of stops in that town. The more stops in town, the more efficient you can be. 20 minutes of drive time to get to a town with 50 stops makes those stops more expensive, whereas 20 minutes of drive time to get to a town with 800 stops makes it more efficient. We are beginning service for the town of Jewell beginning on September 1 at a rate of \$4.00 for weekly service. They have around 500 stops. We service the town of Blairsburg at a rate of \$5.00 for approximately 30 stops. I discounted the bi-weekly pickup because that will cut our labor and truck usage down. For the difference in the 5 & 10 year prices, I added some in for inflation. It may or may not be enough but who knows what will happen in the next 10 years, that is a long time to forecast in today's world.

- 2. Please provide Flyers that will be provided to public when delivering a new bin.**

See attached Flyer. (May still have some minor adjustments before distribution) If you have any input, we can always make changes.

- 3. Confirm the recycling bid prices provided would be a monthly cost to the resident to provide service on a weekly or biweekly basis.**

Yes, the pricing provided on the bid form for recycling is for weekly/bi-weekly pickup for a monthly price. The pricing can be lower than trash for several reasons:

1. Disposal costs are much lower or in reverse. Some of the recycling is a commodity that can be sold rather than having to pay to dispose of it. On the trash side, disposal is one of the largest cost factors in pricing.
2. Not everyone will recycle but they are being charged for it, and even the ones that do recycle may not put their container out every pickup day. So, if 6 out of 10 homes recycle, and 3 of those 6 put out their container, that makes 1/3 of the pickups each week as compared to the total number of billed homes. The cost can then be lumped together from the 2 houses that don't use the service that week into the one that does to make it cheaper. This pricing structure is only possible when you bill everyone in town, whether they use it or not.

**4. Are you able to provide the service we are requesting with the current equipment you currently have?**

Yes, since the bidding process has begun, I have actually purchased a 3<sup>rd</sup> ASL side load truck that is being loaded on a truck in Tampa FL as I am typing this. This will provide 1 truck for trash, 1 truck for recycling, and 1 truck for a backup if one were to have a breakdown. These along with the 2 rear load trucks I currently have. Moving forward, I plan to add 1 additional ASL side load and 1 additional rear load truck, or more depending on demand. This is all a bit of a moving target to stay ahead of demand. Two years ago today, I had intended on having 1 truck and driving it myself a couple days a month. 2 years later, now with 8 trucks, 6 full-time employees (plus myself) we are continually growing and expanding.

**5. Additional charges (dollar amount) for any extra material dumped next to the roll off recycling container.**

If there are small amounts next to the container, I wouldn't have a charge. If it became a perpetual problem, we would want to increase the frequency of pickup for the container to avoid it being over filled. When it gets over full it causes issues:

1. People will be discouraged from recycling since there isn't a place to put it. They then take it home and don't want to waste a second trip, so they just throw it in the garbage. The next time they want to recycle something they won't even try since they wasted the trip before. (I have heard these comments from people in the past)
2. They will leave it on the ground causing it to blow around, get buried in the snow/rain or put it in the wrong compartment in the container.
3. Putting it on the ground will also cause my drivers/me to have to pick it up. I don't want them to have to do this.

I think the roll off container for recycling will get less usage than it has in the past due to the curbside containers being larger. People will have the option to have 192 gallons of capacity (if they have a second 96 gallon cart) rather than having 16 or 32 gallons (with 2 bins) as they do now.

**6. What other communities do you currently serve?**

Currently we are recycling in Blairsburg. We will begin the city of Jewell's recycling on September 1. We are in discussion with Williams and Ellsworth about doing their recycling. For weekly trash service we offer it in all these towns currently along with Randall and Woolstock.

**7. Will the City have a dedicated account manager?**

Actually, 2. When someone calls in, they will get 1 of 2 people, Me or Nick. Nick is my office manager so he would handle the day-to-day questions, but ultimately, I am the one in charge of the tough questions. Nick and I are in constant communication, usually one wall apart when we are both in the office. He would be the main point of contact and would handle all the regular monthly billing.

**8. Please provide a detailed operational facility, map and pictures of the facility along with how it operates on a day-to-day basis. We would also like to see a map of your routes.**

Currently I have a heated shop that houses 6-7 trucks (see pictures), secondary cold storage building for extra trucks. There is an office, breakroom, & bathroom attached to the

shop. (See pictures) Future plans are to build another building for housing more trucks and a sorting and storage facility for recycling. Prior to this being built, recycling will be taken to the recycling center in Fort Dodge. Daily operations we start at 7:00am, each morning we have a team meeting with everyone going over what is to be done that day and any other discussions that arise. Drivers leave and run daily routes and return to the shop. I encourage anyone that would like a tour to feel free to stop by any weekday from 7:00am to 4:00 pm during our regular hours and myself or one of my guys would be happy to show you around.

The included map shows my tentative route plans. The "Mon A" & "Mon B" would be for the bi-weekly recycling pickup. Every other week would either be an "A" or "B" for recycling pickup. If the bi-weekly option was chosen, I would have 2 different color cart lids for recycling. Each of the pickup schedules would either be a "blue lid" or a "gray lid" week. We would post this on our Facebook page and possibly partner with the Daily Freeman Journal and KQWC to have them announce that "this week is a blue lid week" or "This week is a gray lid week". All the Monday areas would be picked up each Monday for Trash Service. Same goes for the Wed "A" & "B". If the weekly recycling pickup option was taken, we would then change the 4 areas to 4 pickup days a week. Most likely Monday, Tuesday, Wednesday, & Friday.





1. **VERY IMPORTANT-** Please make sure to have your cart placed at the edge of the curb by 7:00am, with the **front of the cart facing the road**, unobstructed of any items and nothing within 3 feet of the cart (ex: mailboxes, cars, trees, trash cart, etc.).
2. Carts are only allowed to be near the street from Noon the day before your pickup day to Noon the day after your pickup day.
3. Lids must be fully closed. Recycling must not fall out of the cart when it is picked up. Any items that fall out will not be taken.
4. **DO NOT** place any trash in the recycling cart. Drivers will monitor this with cameras in the truck. **There will be a \$40.00 FEE for having garbage in your recycling cart.**
5. Cardboard must fit loosely in the cart so it will fall out when the cart is turned upside down. Large pieces need to be cut so they are not wedged in the cart. **Items that stick in the cart may not be taken!**
6. Please refer to our website FAQ section for answers to some of our most asked questions. **[www.AmericanSanitationLLC.com](http://www.AmericanSanitationLLC.com)**

**List of items that CAN go in your recycling cart:**

- Aluminum & Tin Cans
- Books
- Clean Cardboard (No oil or grease)
- Glass Bottles & Jars (Containers that had a lid, lid must be removed)
- Magazines, Paper, & Mail
- Pill Bottles
- Plastics 1-7 & Must have triangle marked for recycling





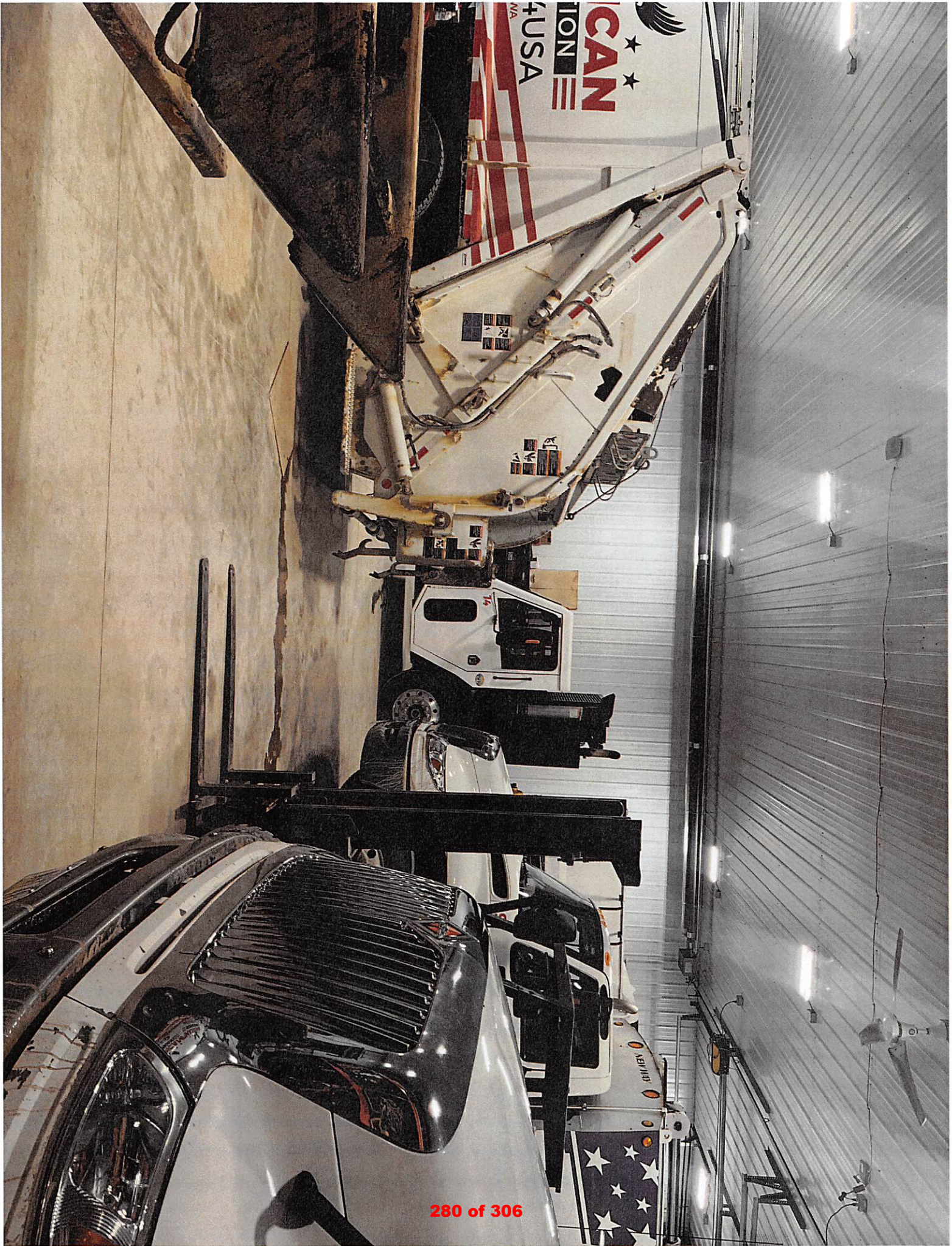








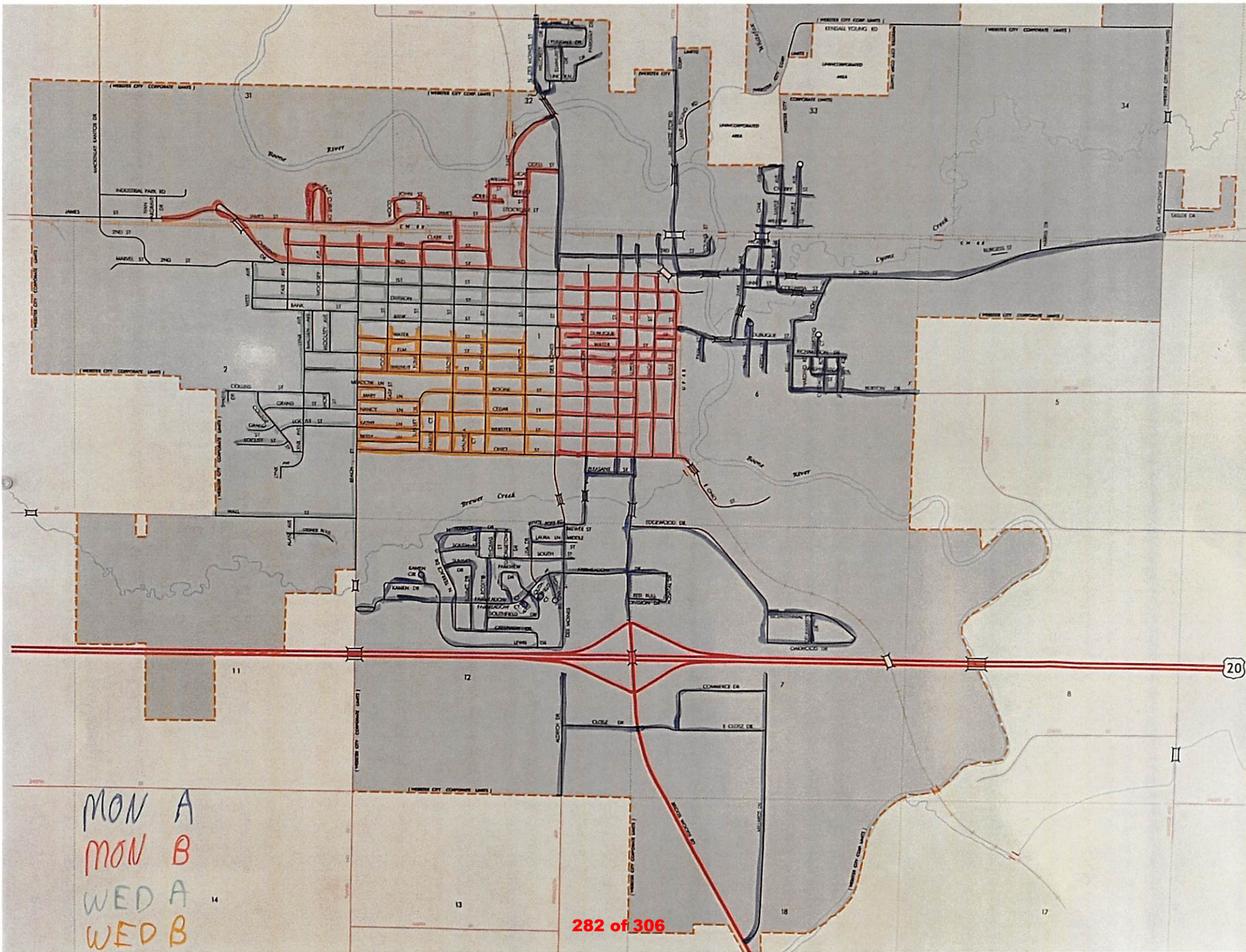














## MEMORANDUM

**TO:** Mayor and City Council

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

**DATE:** September 5, 2023

**RE:** Adopt a Resolution Providing Notice Setting a Public Hearing Pertaining to the Vacation of Third Street Right-of-Way lying West of Fair Avenue

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**SUMMARY:** It has been requested that the City vacate City right-of-way on Third Street west of Fair Avenue. Any requests of vacations of City property must be considered by Planning and Zoning and City Council. This request will go before Planning and Zoning on September 11<sup>th</sup> when a public hearing is scheduled for 6:05 P.M. City Staff is requesting to set a public hearing in front of Council for September 18, 2023 at 6:05 P.M. to consider the above request, pending recommendation by Planning and Zoning Commission.

**PREVIOUS COUNCIL ACTION:** The City Council holds public hearings on all vacations and disposals of City owned property.

**BACKGROUND/DISCUSSION:** City staff has been approached in regards to a development located at 505 Fair Avenue. The developer has submitted a formal request for the vacation of Third Street west of Fair Avenue for a proposed development located at the NE Corner of Overpass Drive and Fair Avenue.

This vacation is coming in advance of the potential project that is being proposed as the developer has contingencies to meet in regards to closing dates by end of September. The vacation request would allow the developer to design their site as needed with the other parcels that they are acquiring adjacent to the Right-of-Way. The vacation would also allow for the relocation of associated utilities.

Attached is a map showing the area of Right-of-Way that is being requested for the vacation.

This vacation request has been routed to all utility companies, internal staff and contracted engineer for comment. Utility easements will be required by all utilities.

**FINANCIAL IMPLICATIONS:** N/A

**RECOMMENDATION:** Staff recommends the City Council adopt a resolution providing for notice setting a public hearing for September 18, 2023 at 6:05 PM to consider the request for the vacation of the aforementioned right-of-way.



RESOLUTION NO. 2023 -

RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING ON PROPOSAL  
TO CONSIDER THE REQUEST TO VACATE A PORTION OF THIRD STREET RIGHT-OF-WAY

**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 354; and

**WHEREAS**, the City of Webster City, Iowa, owns the Right-of-Way of Third Street, legally described as follows:

**Parcel S** being part of Third Street lying West of Fair Avenue, Block 3, Lawn Hill Addition, City of Webster City, Hamilton County, Iowa, and more particularly described as follows:

Beginning at the Northeast Corner of Lot 3, Block 3, Lawn Hill Addition, City of Webster City;

Thence **North 89°08'29" West, 150.09 feet** along the North Line of said Block 3 and the South Right-of-Way of Third Street to the Northwest Corner of Lot 5, of said Block 3, Lawn Hill Addition and also being the Southeast Corner of Parcel Q, as recorded in Survey Cabinet Slide 57A, Page 24, on file in the Hamilton County Recorder's Office, Webster City, Iowa; Thence **North 01°16'24" East, 60.29 feet** along the East Line of said Parcel Q to the Northeast Corner thereof also being on the Southern Right-of-Way Line of the Former Railroad (Formerly known as the Fort Dodge-Des Moines and Southern Railway Company); Thence **Northeasterly, 18.22 feet along a 3528.27 foot Radius Curve**, Concave Southeasterly (said Curve having a long chord of North 72°33'59" East, 18.22 feet) along said Southern Right-of-Way Line to the Southwest Corner of Outlot D, Lawn Hill Addition and also being the North Right-of-Way of Third Street; Thence **North 89°08'29" East, 232.44 feet** along the said North Right-of-Way Line and the South Line of said Outlot D to the Southeast Corner thereof, also being on the West Right-of-Way Line of Fair Avenue; Thence **South 00°57'10" West, 66.00 feet** along said West Right-of-Way Line to the Northeast Corner of Lot 1, of said Block 3; Thence **North 89°08'29" West, 99.98 feet** along the North Line of said Block 3, also being the South Right-of-Way of Third Street to the Point of Beginning.

Containing **0.38 Acre(s) (16,470 Square Feet)**, subject to any easements recorded or unrecorded; and;

**WHEREAS**, before vacating such property, the City Council must set forth its proposal and publish notice of a public hearing on the proposal, in compliance with Section 354.23 of the Code of Iowa.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Webster City, Iowa that a Public Hearing for the consideration of vacating a portion of Third Street Right-of-Way for said property described above will be held in person at City Hall in Council Chambers, Webster City, Iowa on the 18<sup>th</sup> 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 5<sup>th</sup> day of September, 2023.

---

John Hawkins, Mayor

ATTEST:

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Karyl K. Bonjour, City Clerk

**NOTICE OF PUBLIC HEARING ON THE REQUEST OF A PROPOSED  
VACATION OF A PORTION OF THIRD STREET RIGHT-OF-WAY**

PUBLIC NOTICE is hereby given that the City Council of the City of Webster City will hold a public meeting and hearing on September 18, 2023, at 6:05 P.M. in the City Hall Council Chambers, 400 Second Street, Webster City, Iowa, at which meeting the Council will consider the vacation of a portion of Third Street right-of-way described as follows:

**Parcel S** being part of Third Street lying West of Fair Avenue, Block 3, Lawn Hill Addition, City of Webster City, Hamilton County, Iowa, and more particularly described as follows:

Beginning at the Northeast Corner of Lot 3, Block 3, Lawn Hill Addition, City of Webster City;

Thence **North 89°08'29" West, 150.09 feet** along the North Line of said Block 3 and the South Right-of-Way of Third Street to the Northwest Corner of Lot 5, of said Block 3, Lawn Hill Addition and also being the Southeast Corner of Parcel Q, as recorded in Survey Cabinet Slide 57A, Page 24, on file in the Hamilton County Recorder's Office, Webster City, Iowa; Thence **North 01°16'24" East, 60.29 feet** along the East Line of said Parcel Q to the Northeast Corner thereof also being on the Southern Right-of-Way Line of the Former Railroad (Formerly known as the Fort Dodge-Des Moines and Southern Railway Company); Thence **Northeasterly, 18.22 feet along a 3528.27 foot Radius Curve**, Concave Southeasterly (said Curve having a long chord of North 72°33'59" East, 18.22 feet) along said Southern Right-of-Way Line to the Southwest Corner of Outlot D, Lawn Hill Addition and also being the North Right-of-Way of Third Street; Thence **North 89°08'29" East, 232.44 feet** along the said North Right-of-Way Line and the South Line of said Outlot D to the Southeast Corner thereof, also being on the West Right-of-Way Line of Fair Avenue; Thence **South 00°57'10" West, 66.00 feet** along said West Right-of-Way Line to the Northeast Corner of Lot 1, of said Block 3; Thence **North 89°08'29" West, 99.98 feet** along the North Line of said Block 3, also being the South Right-of-Way of Third Street to the Point of Beginning.

Containing **0.38 Acre(s) (16,470 Square Feet)**, subject to any easements recorded or unrecorded.

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 VACATION OF A PORTION OF THIRD STREET RIGHT-OF-WAY

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 42-57 of the City Code of Webster City, Iowa and Iowa Code Chapter 354.23.

Dated this 5<sup>th</sup> day of September, 2023.

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Karyl K. Bonjour  
City Clerk, Webster City, Iowa



**ORDINANCE NO. 2023 -**

**AN ORDINANCE PROVIDING FOR THE VACATION OF  
A PORTION OF THIRD STREET, LAWN HILL ADDITION, WEBSTER CITY, IOWA.**

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

**SECTION 1. PURPOSE.** The purpose of this ordinance is to vacate the described portion of street right-of-way and thereby relieve the City of Webster City, Iowa, of the responsibility for its maintenance and supervision, yet retaining an easement for existing utilities.

**SECTION 2. FACTS FOUND.** The Council of the City of Webster City, Iowa, hereby makes the following findings:

1. The described street is not needed for the use of the public and therefore its maintenance at public expense is no longer justified.
2. The vacation will not deny owners of property abutting on the street reasonable access to their property.
3. Notice of the intended vacation, including the date on which the Council will first consider the vacating ordinance, has been published not more than twenty days nor less than four days prior to the date set for the hearing.

**SECTION 3.** The following described property is hereby declared vacated:

Parcel S being part of Third Street lying West of Fair Avenue, Block 3, Lawn Hill Addition, City of Webster City, Hamilton County, Iowa, and more particularly described as follows:

Beginning at the Northeast Corner of Lot 3, Block 3, Lawn Hill Addition, City of Webster City;

Thence North 89°08'29" West, 150.09 feet along the North Line of said Block 3 and the South Right-of-Way of Third Street to the Northwest Corner of Lot 5, of said Block 3, Lawn Hill Addition and also being the Southeast Corner of Parcel Q, as recorded in Survey Cabinet Slide 57A, Page 24, on file in the Hamilton County Recorder's Office, Webster City, Iowa; Thence North 01°16'24" East, 60.29 feet along the East Line of said Parcel Q to the Northeast Corner thereof also being on the Southern Right-of-Way Line of the Former Railroad (Formerly known as the Fort Dodge-Des Moines and Southern Railway Company); Thence Northeasterly, 18.22 feet along a 3528.27 foot Radius Curve, Concave Southeasterly (said Curve having a long chord of North 72°33'59" East, 18.22 feet) along said Southern Right-of-Way Line to the Southwest Corner of Outlot D, Lawn Hill Addition and also being the North Right-of-Way of Third Street; Thence North 89°08'29" East, 232.44 feet along the said North Right-of-Way Line and the South Line of said Outlot D to the Southeast Corner thereof, also being on the West Right-of-Way Line of Fair Avenue; Thence South 00°57'10" West, 66.00 feet along said West Right-of-Way Line to the Northeast Corner of Lot 1, of said Block 3; Thence North 89°08'29" West, 99.98 feet along the North Line of said Block 3, also being the South Right-of-Way of Third Street to the Point of Beginning.

Containing 0.38 Acre(s) (16,470 Square Feet), subject to any easements recorded or unrecorded.

**SECTION 4. REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 5. 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 6. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF WEBSTER CITY, IOWA**

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John Hawkins, Mayor

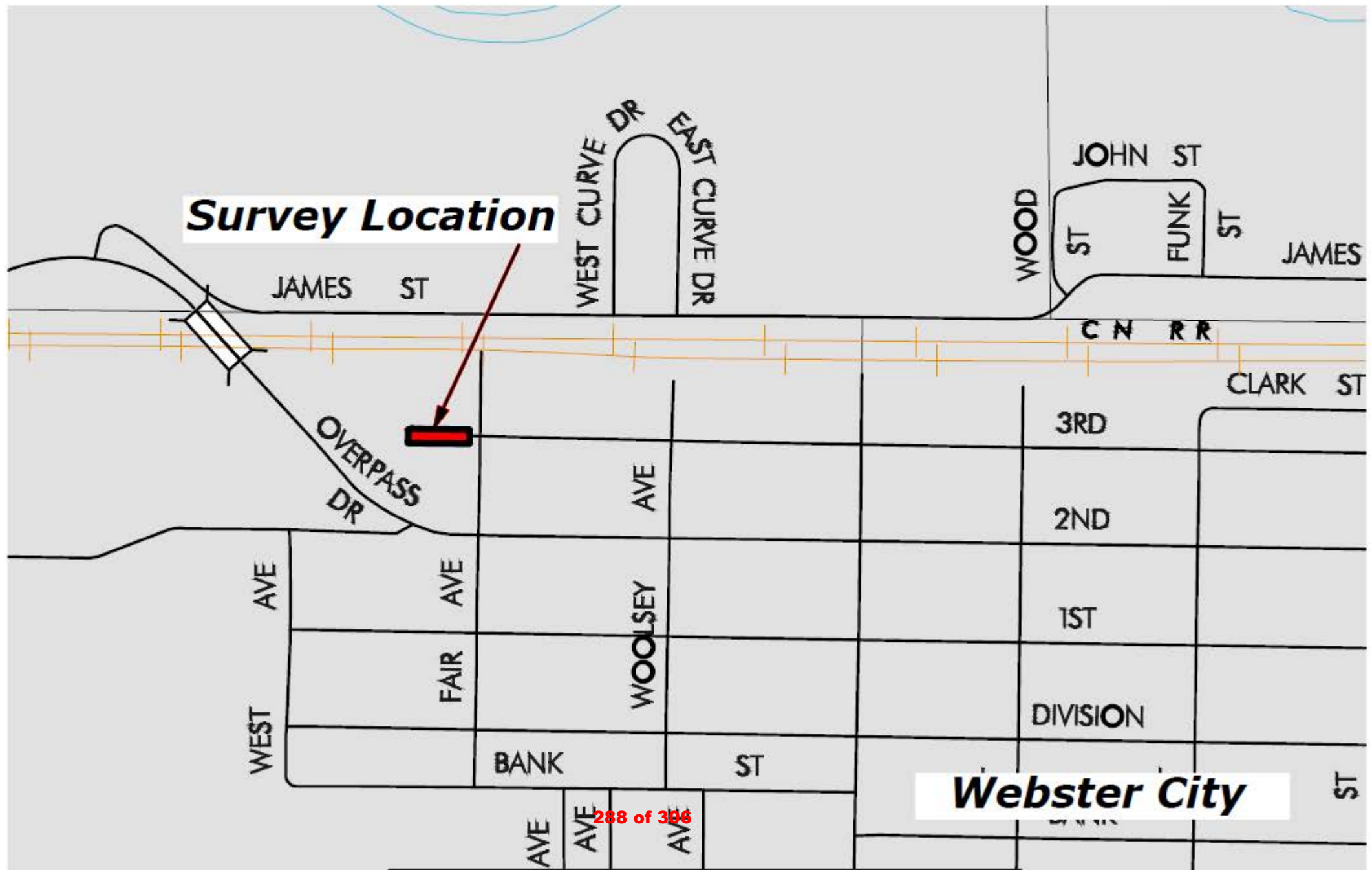
**ATTEST:**

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Karyl Bonjour, City Clerk



***Parcel S being part of 3rd Street lying West of Fair Avenue,  
Lawn Hill Additon, City of Webster City, Hamilton County, Iowa.***



## MEMORANDUM

**TO:** Mayor and City Council

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

**DATE:** September 5, 2023

**RE:** Adopt a Resolution Authorizing Warranty Deed to Alex Greenfield

---

**SUMMARY:** We have received a Residential Purchase Agreement for Lot 7 in Brewer Creek Estates Fifth Addition. City Council previously held a public hearing establishing lot prices in Brewer Creek Estates 5<sup>th</sup> and 6<sup>th</sup> Additions so no additional public hearing is needed. However, the disposal of City owned property requires the authorization of the Mayor and City Clerk to approve the purchase agreement and execute the warranty deed.

**PREVIOUS COUNCIL ACTION:** The City Council held a Public Hearing for the sale of lots in Brewer Creek Estates Fifth Addition on November 6, 2017.

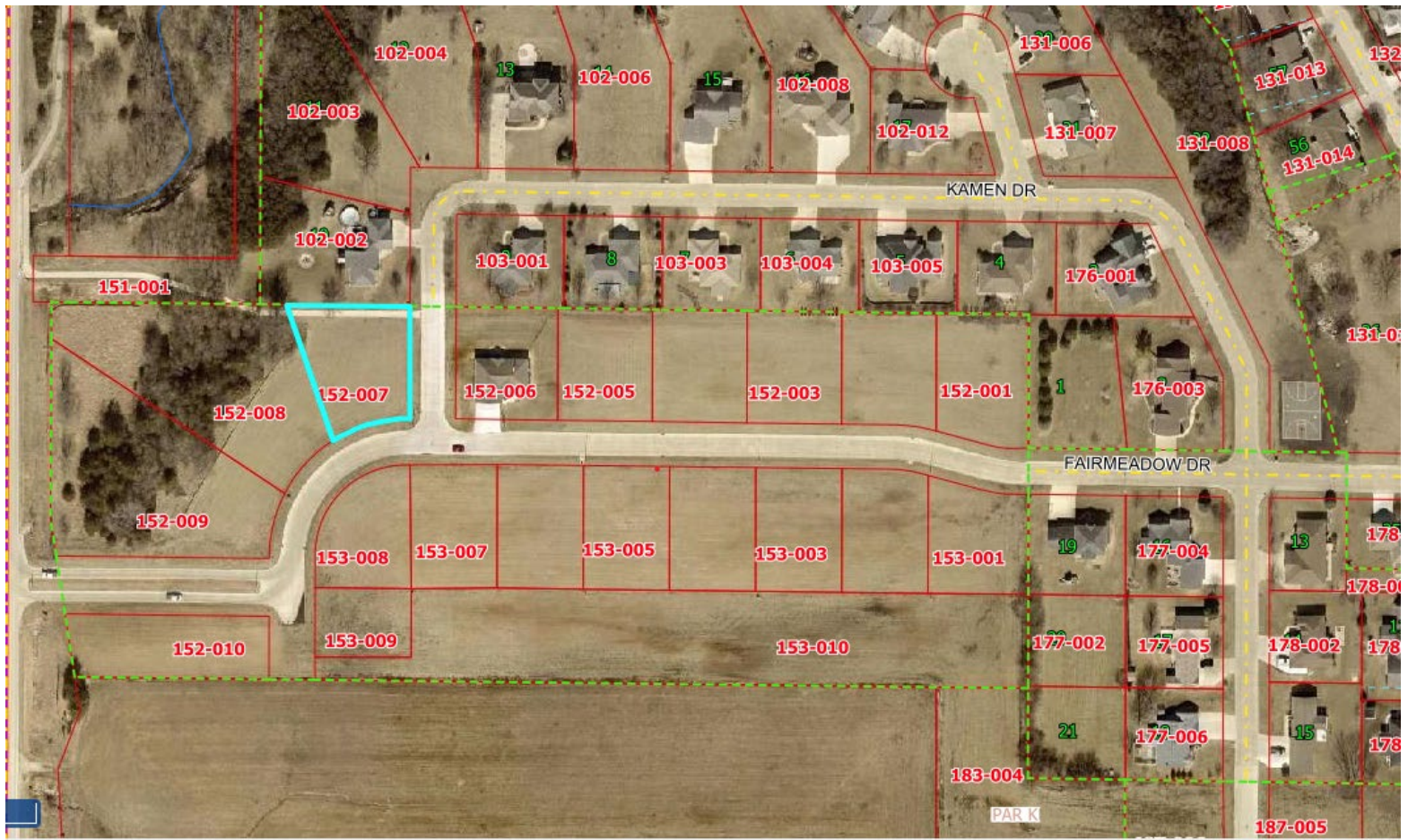
**BACKGROUND/DISCUSSION:** The lot is being sold to Alex Greenfield for \$44,995.00; a purchase agreement has been developed by the City Attorney. The down payment in the amount of \$1,000.00 has already been received to secure the lot. The buyer intends to build a home following all of the covenant requirements for said Addition.

The covenants set forth require the lot to be developed within eighteen months of purchase unless an extension is granted by the City. If the lot is not developed within eighteen months, and the lot is reverted back to the City, the buyer has the option to purchase the lot with any and all improvements made, at the same price as originally purchased from the City. The lot prices were established on November 6, 2017 so a public hearing does not need to be held for the sale, however, to execute the purchase agreement for the disposal of City-owned property, a resolution must be adopted.

**FINANCIAL IMPLICATIONS:** The money received from this sale will be deposited into the Electric Utility as money for this subdivision development came from the Utility Fund.

**RECOMMENDATION:** Adopt a Resolution authorizing the sale and approving the execution of the Warranty Deed for Lot 7, Brewer Creek Estates Fifth Addition.





**RESOLUTION NO. 2023-**

**AUTHORIZING THE SALE OF REAL ESTATE AND APPROVING EXECUTION OF A  
WARRANTY DEED CONVEYING CITY OWNED PROPERTY IN  
BREWER CREEK ESTATES FIFTH ADDITION, WEBSTER CITY, TO ALEX GREENFIELD.**

**WHEREAS**, the City of Webster City, Iowa owns certain real estate in Brewer Creek Estates Fifth Addition described as follows:

Lot 7, Brewer Creek Estates  
Fifth Addition, Webster City, Iowa

**WHEREAS**, the City Council desires to sell the above-described property; and,

**WHEREAS**, public notice was given as required by law and the public hearing was held on November 6, 2017, and no written or oral objections were presented to the proposed sale of the City owned real estate described above; and,

**WHEREAS**, a Residential Purchase Agreement has been submitted to the City in the amount of \$44,995.00.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Webster City, Iowa, that the Mayor and City Clerk are hereby authorized and directed to accept the Residential Purchase Agreement for the above-described real estate as proposed by Alex Greenfield.

**BE IT FURTHER RESOLVED** that a Warranty Deed from the City be approved upon execution by the Mayor and City Clerk.

Passed and adopted this 5<sup>th</sup> day of September, 2023.

**CITY OF WEBSTER CITY, IOWA**

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

**ATTEST:**

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



## PURCHASE AGREEMENT

TO: City of Webster City, an Iowa Municipal Corporation (SELLERS)

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

Lot 7, Brewer Creek Estates 5<sup>th</sup> Addition.

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS.

1. PURCHASE PRICE. The Purchase Price shall be \$44,995.00 and the method of payment shall be as follows:

\$1,000.00 with this offer to be deposited upon acceptance of this offer and held in trust by the Zachary S. Chizek Trust Account as earnest money to be delivered to the SELLER upon performance of SELLER'S obligations and satisfaction of BUYERS' contingencies, if any; and the balance of the Purchase Price being due and paid at closing.

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

B. The SELLER shall pay the prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given.

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

C. BUYERS shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS. A. The SELLER shall pay in full all special assessments which are a lien on the Property as of the date of acceptance \_\_\_\_\_, 2023.

B. If "A" is stricken, then the SELLER shall pay all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar

year this offer is accepted, and all prior installments thereof.

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

D. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by the SELLER through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to the SELLER.

E. BUYERS shall pay all other special assessments.

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

5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, possession of the Property shall be delivered to BUYERS on or before **September 29, 2023**, and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after approval of title by buyers' attorney and vacation of the Property by the SELLER, but prior to possession by BUYERS. The SELLER agrees to permit BUYERS to inspect the Property within 48 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the filing of title transfer documents and receipt of all funds then due at closing from BUYERS under the Agreement.

#### 6. CONDITION OF PROPERTY.

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

7. ABSTRACT AND TITLE. The SELLER, at his expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, \_\_\_\_\_, 2023, and deliver it to BUYERS' attorney for examination. It shall show merchantable title in SELLERS in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The SELLER shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLER'S inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of



BUYERS when the purchase price is paid in full. The SELLER shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS; including transfers by or the death of the SELLER or their assignees.

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

9. ENVIRONMENTAL MATTERS. A. SELLER'S warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and the SELLER has done nothing to contaminate the Property with hazardous wastes or substances. The SELLER'S warrant that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here:

10. DEED. Upon payment of the purchase price, the SELLER shall convey the Property to BUYERS by **Corporate Warranty Deed**, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYERS.

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

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

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

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

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

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

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

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

17. ADDITIONAL PROVISIONS: (check if applicable)

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



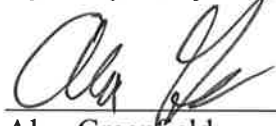
ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before \_\_\_\_\_, 2023, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS.

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

\_\_\_\_\_  
Date Accepted

ATTEST:

\_\_\_\_\_  
City of Webster City  
An Iowa Municipal Corporation  
By: Karyl Bonjour, City Clerk



\_\_\_\_\_  
Alex Greenfield (BUYER)

Address:

Telephone:

\_\_\_\_\_  
Date Accepted

8-29-23

\_\_\_\_\_  
Date

**WARRANTY DEED**  
**(CORPORATE GRANTOR)**  
**Recorder's Cover Sheet**

**Preparer Information:** (name, address and phone number)

Zachary S. Chizek, 1620 Superior St, Unit 1  
Webster City, IA 50595, Phone: (515) 832-2885

**Taxpayer Information:** (name and complete address)

Alex Greenfield, 2613 Little Wall Lake Road, Kamrar, IA 50132

**Return Document To:** (name and complete address)

Zachary S. Chizek, 1620 Superior St., Unit 1, Webster City, IA 50595

**Grantors:**

City of Webster City, Iowa, a Municipal Corporation

**Grantees:**

Alex Greenfield

**Groundwater Hazard Statement:** See Page 2

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**





**WARRANTY DEED  
(CORPORATE GRANTOR)**

For the consideration of One Dollar(s) and other valuable consideration, City of Webster City, Iowa, a Municipal Corporation, does hereby Convey to Alex Greenfield the following described real estate in Hamilton County, Iowa:

Lot 7, Brewer Creek Estates 5<sup>th</sup> Addition

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

**This deed is exempt according to Iowa Code 428A.2(6).**

The Corporation hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: John Hawkins, Mayor (Seller)  
City of Webster City, Iowa,  
a Municipal Corporation

\_\_\_\_\_  
ATTEST: Karyl Bonjour, City Clerk  
City of Webster City, Iowa,  
a Municipal Corporation

STATE OF IOWA, COUNTY OF HAMILTON

This record was acknowledged before me on August\_\_\_\_\_, 2023, by John Hawkins, as Mayor, of City of Webster City, Iowa.

\_\_\_\_\_  
Signature of Notary Public

STATE OF IOWA, COUNTY OF HAMILTON

This record was acknowledged before me on August\_\_\_\_\_, 2023, by Karyl Bonjour, as City Clerk, of City of Webster City, Iowa.

\_\_\_\_\_  
Signature of Notary Public

CTRL #

C O Y Y Y Y M M # # # #



\*1557006019999\*

### REAL ESTATE TRANSFER - DECLARATION OF VALUE

Please read the instructions comprised in form 57-011 before completing and filing this form.

#### Part I - TO BE COMPLETED BY BUYER, SELLER OR AGENT

Date of Instrument (MMDDYYYY)    - - - - -

Enter the number matching your selection in the box at the end of the line: Deed (1)    Contract (2)

1

Seller: City of Webster City, a Municipal Corporation

Phone Number: (515) 832-9141

Seller Address: 400 Second Street

City: Webster City

State: Iowa

ZIP: 50595

email:   

Buyer: Alex Greenfield

Phone Number: (515) 835-7459

Buyer Address: 2613 Little Wall Lake Road

City: Kamrar

State: Iowa

ZIP: 50132

email:   

Address of Property Conveyed:   

City: Webster City

State: Iowa

ZIP: 50595

Legal Description: Lot 7, Brewer Creek Estate 5th Addition

**Enter the number corresponding to your selection in the box at the end of the line, if applicable.**

Type of Sale: Sale between related parties/family (1); Sale of partial interest (2); Trade (3); Quit Claim Deed (4); Auction (5)

Was this a sale of agricultural land to: Corporation (1); Trust (2); Alien (3); Non-resident Alien (4); Limited Partnership (5)

#### DECLARATION OF VALUE STATEMENT

1. Total Amount Paid..... 4 4 , 9 9 5 .00  
2. Amount Paid for Personal Property..... .00  
3. Amount Paid for Real Property..... 4 4 , 9 9 5 .00

I hereby declare that the information contained in Part I of this form is true and correct.

Printed Name: John Hawkins

Phone Number: (515) 832-9141

Signature:    Buyer    or Seller ☒ or Agent    or Attorney



**Part II - TO BE COMPLETED BY THE ASSESSOR**

Assessed values must be as of January 1 of the year in which the sale occurred.

**SECTION A: SINGLE CLASSIFICATION**

Primary Classification: Residential (4); Commercial (5); Industrial (2); Agricultural (1); Multi-residential (7)

City/Township:

Occupancy:

Primary Parcel Number:

Year Built:

Class	Land	Building	Dwelling
Res	.00	.00	.00
Com	.00	.00	
Ind	.00	.00	
Ag	.00	.00	.00
MultiRes	.00	.00	.00

Subtotal .00

**SECTION B: DUAL CLASSIFICATION**

Primary Classification: Commercial (5);

Industrial (2);

Multi-residential (7)

City/Township:

Occupancy:

Primary Parcel Number:

Year Built:

Class	Land	Building	Dwelling
Com	.00	.00	
Ind	.00	.00	
MultiRes	.00	.00	.00

Subtotal .00

Total: Add Subtotal amounts from Sections A and B .00

Enter amount from line 3, page 1 .00

Ratio: Divide Total amount by the amount on line 3, page 1 %

NUTC

Jurisdiction

Comments:



## MEMORANDUM

**TO:** Mayor and City Council

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

**DATE:** September 5, 2023

**RE:** Request from Platinum Connect, LLC seeking Rebate Incentive of 50% (\$20,000) of the Utility Permit Fees that Platinum Paid to the City

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**SUMMARY:** The City approved a Right of Way Access Agreement with Platinum Connect on July 6, 2021. The Agreement stipulated if Platinum meets the 90% coverage area as specified in the agreement on or before December 31, 2023; the City will rebate 50% (\$20,000) of the utility permit fees that Platinum has paid to the City. In November of 2022, Platinum indicated they completed construction and requested rebate of \$20,000 of the utility permit fees paid. The agreement also specified certain requirements Platinum had to fulfill, including providing the City as-built drawings of their network and naming the City as a grantee on all easements they obtain.

**PREVIOUS COUNCIL ACTION:** On July 6, 2021, the City Council authorized purchase and lease agreements of City Property to Platinum Connect and Approved a Right of Way Agreement with Platinum Connect, LLC.

On July 3, 2023, City Council took no action on Platinum Connect reimbursement request and directed City Manager to follow up with Platinum regarding their mapping information and errors observed.

**BACKGROUND/DISCUSSION:** On July 6, 2021 the City Council approved a Right of Way Agreement with Platinum Connect, LLC for them to expand their fiber service business into Webster City. The Right of Way Agreement authorized Platinum Connect, LLC to install fiber within the City's easements and in the City right-of-way.

On July 3, 2023, City Council took no action on the Platinum permit fee reimbursement request pending further follow up with Platinum regarding the mapping information they provided in accordance with the terms of the agreement. City discussed with Platinum Connect, their contractor, Vantage point, to discuss the map information on July 19, 2023. Map information initially provided had several inaccuracies regarding the location of conduits, enclosures, and other assets. Some examples included ground enclosures inaccurately shown to be in the middle of streets, on bike trails, or locations that were off by several feet to several yards.

Platinum has since provided updated map files to the City. Most of the errors that were previously identified have been corrected. City cannot verify every data point on the map but the few that were



checked appear to have been adjusted. Mapping locations that once were several meters off are now just several feet or less.

One issue that cannot be resolved by Platinum is the mapping of the service lines to buildings. Platinum indicated that service lines are not mapped to reflect their actual path, only to indicate which hut or enclosure they are connected to. Only fiber main lines are GPS's and actual path shown within the right-of-way. The service lines are shown in the map as a straight line from a fiber enclosure or hut to indicate that the property is connected to the specific enclosure. They do not reflect that actual path to the property. As such cannot determine whether it is located within the right of way or not.

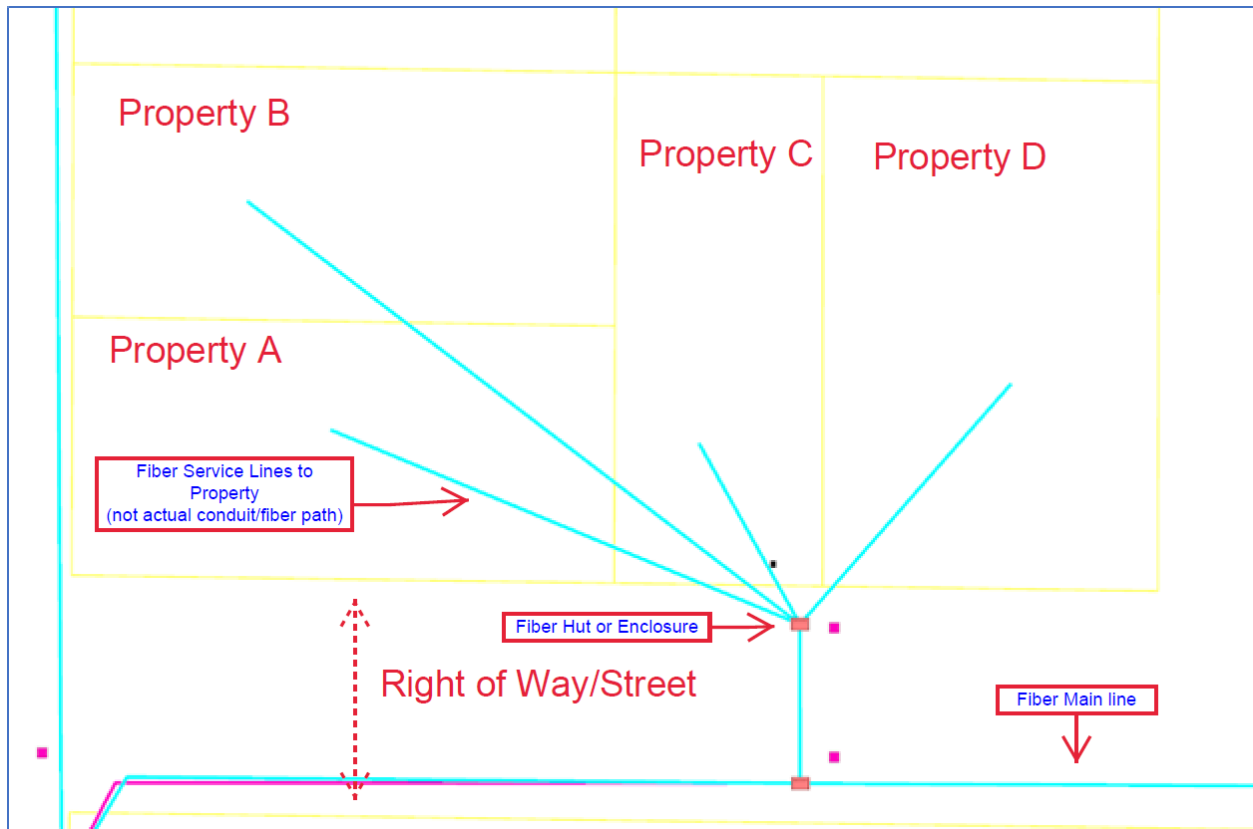
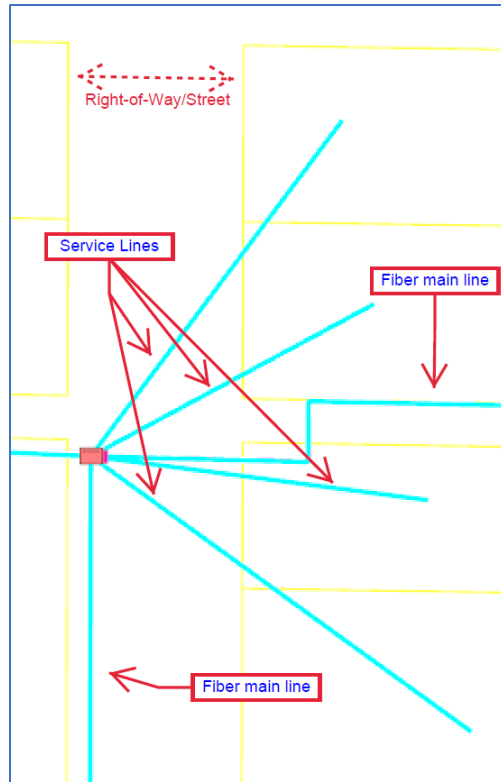


Figure 1: Image shows four



**Figure 2:** Image shows 4 service lines cross a right-of-way/street.

Platinum Connect indicated that services lines are not mapped to the detail that would show the location and path within the right-of-way.

*“We staked this project like we have all construction the last several years using Visio Staking and AutoCAD. During construction our residents GPS all the enclosures and on the last round of edits we completed, we made sure the handholes and pedestals fell over top our GPS mark. The mainline cable is showing the path the cable is taking but, is not GPS accurate. The drops have always been shown from enclosure to house and not the true path the cable took. This is how we mainly show drops on our as built maps. These maps should never be considered anything more than a guide and if there is planning or construction to be considered by the City adequate collaboration should be the natural process.”*

The City Council may approve dispersing the \$20,000.00 rebate by approving the resolution provided, deny the request until terms of the Right-of Way Access agreement are fulfilled, or provide staff and the City Attorney further direction.

Below is a table noting the project commitments and their status:

Project Commitment	Status
Platinum will construct a FTTP Network capable of providing communications services to residents and business in the City. The FTTP Network will be solely funded by Platinum.	Completed



Platinum will provide video, voice, internet, and wireless home networking as part of their residential services.	Completed
Platinum will provide hosted PBX, internet and video as part of their business services.	Completed
Platinum will initially construct a FTTP network with mainline facilities capable of serving no less than ninety percent (90%) of those portions of the City that are not privately owned or have access to existing FTTP services from another provider. Other than reasonable and unintended and/or unanticipated delays out of the control of Platinum, the initial buildout shall be complete before December 31, 2023. <b>Within 180 days of completion of the Project, Platinum will provide the City with copies of "as-built" drawings of the FTTP network, marked confidential if applicable.</b>	Initial map information was provided with inaccuracies.
Platinum acknowledges that it has a Certificate of Franchise Authority, either through itself or through its owners, from the Iowa Utilities Board, which Platinum will amend to include service within the City, and Platinum agrees to comply with the requirements set forth therein.	Completed
Platinum agrees to maintain a store front and/or office open to its customers with regular office/business hours within the City of Webster City, Iowa at all times during the term of this Agreement. Additionally, Platinum agrees to provide its customers access to emergency services and emergency phone or contact information of Platinum, which is intended to be available continuously.	Completed
The Parties agree that Exhibit A shows the information that Platinum will submit to obtain a construction permit from the City. The information will also include the existing City infrastructure utilizing GIS shape files if available and as provided by the City.	Completed
The City agrees to use all resources and make every effort to process Platinum construction permit applications as soon as possible, generally within 30 days of submittal. Each permit application may cover a geographic area containing up to 1,000 homes and/or businesses.	Completed
The total fee for Platinum's required utility permit shall be set at \$40,000.00, as determined	Paid

and established by the City's Planning and Inspection Departments.	
<b>Permit Fee Rebate:</b> If Platinum meets the 90% coverage area as stipulated in Section III(D) of this Agreement on or before December 31, 2023; the City will rebate 50% of the utility permit fees that Platinum has paid to the City under Section IV(D) above.	Completed and request for 50% rebate has been submitted.
<b>Additional Construction:</b> After completion of the Initial Buildout project, additional installations or system expansion work by Platinum will be subject to permit fees in accordance with City Code and policies. Other than as set forth in this agreement, Platinum will not be required to pay fees or obtain permits from the City to install aerial and underground facilities in the City for the Initial Buildout project.	

**FINANCIAL IMPLICATIONS:** \$20,000 will be reimbursed from the received permit fee payment.

**RECOMMENDATION:** The intent of requesting as-built map information as a condition of the agreement and rebate incentive was so that the City can know the location of Platinum's underground infrastructure within the City's right-of-way. City Council may approve paying the rebate to Platinum and accept the as-built map information provided as is. Alternative options include modifying the agreement or rejecting the request.



**RESOLUTION NO. 2023 -**

**RESOLUTION APPROVING REBATE OF \$20,000 (50%) OF UTILITY PERMIT FEES PAID BY  
PLATINUM CONNECT, LLC IN CONNECTION TO FIBER OPTIC NETWORK CONSTRUCTED IN  
WEBSTER CITY AND RIGHT-OF-WAY ACCESS LICENSE AGREEMENT  
ENTERED INTO WITH THE CITY OF WEBSTER CITY IN 2021**

**WHEREAS**, Platinum Connect, LLC desired to install a fiber optic network and use the City of Webster City Street right-of-way and easements to construct said network; and,

**WHEREAS**, the City Council approved a Right-Of-Way access agreement with Platinum Connect, LLC on July 6, 2021; and

**WHEREAS**, said agreement allowed Platinum Connect LLC to install a fiber optic network within the City right-of-way and easements; and,

**WHEREAS**, said agreement also provided certain terms and conditions for Platinum Connect, LLC, to adhere to; and,

**WHEREAS**, if Platinum Connect, LLC, fulfilled the terms and conditions set forth in the agreement it would be eligible to receive "Permit Fee Rebate" of \$20,000 (50%) of utility permit fees paid by Platinum LLC; and,

**WHEREAS**, said agreement specified that "within 180 days of completion of the Project, Platinum will provide the City with copies of "as-built" drawings of the FTTP network"; and,

**WHEREAS**, the as-built drawings provided by Platinum do not accurately reflect the location or path of certain components of Platinum's network, such as service lines, within the City's right-of-way; and,

**WHEREAS**, the City Council wishes to rebate 50% of utility permit fees that Platinum paid and accept the as-built drawings as is.

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

**Section 1.** City Council accepts the as-builts drawing provided by Platinum Connect, LLC as presented and with knowledge of potential inaccuracies.

**Section 2.** Approves Platinum Connect, LLC request for permit fee rebate of 50% of utility permit fees paid and authorizes the City Manager to process and disperse said funds.

Passed and adopted this 5<sup>th</sup> day of September, 2023.

**CITY OF WEBSTER CITY, IOWA**

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

**ATTEST:**

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