



AGENDA
City Council Meeting
City Hall Council Chambers - Webster City, Iowa
November 20, 2023 – 5:30 p.m.

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

Meeting ID 810 5781 9704

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

CLOSED SESSION

Meet in Closed Session to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session, as provided by Chapter 21.5 i of the Code of Iowa.

RETURN TO OPEN SESSION

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](#) – FIRST LEGO League Day – December 2, 2023

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 November 6, 2023
- b. [RESOLUTION](#) on [PAYROLL](#) for period ending November 4, 2023 and paid on November 10, 2023
- c. [RESOLUTION](#) on [BILLS](#) Approve [FUND LIST](#)
- d. City Manager [REPORTS](#) October 2023
- e. Police Department October 2023 [ACTIVITY REPORT](#) [SPEED CAMERA REPORT](#)
- f. Fire Department [REPORT](#) October 2023
- g. Hamilton County Solid Waste Commission [AGENDA PACKET](#) November 8, 2023

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

New Class C Retail Alcohol License and Outdoor Service, GWR Enterprises, LTD/Webster City Country Club, 405 North Des Moines Street – under new ownership, tentative effective date 1/1/2024

Renewal of Class B Retail Alcohol License – Kwik Star #924, 505 Fair Meadow Drive

Renewal of Class C Retail Alcohol License – Wildcat Products, LLC/Wildcat Distilling Co., 626 2nd Street

Amendment to Class E Retail Alcohol Licenses for BW Gas & Convenience Retail, LLC (Yesway #1018 and Yesway #1021) – Ownership Updates

i. Council Committee Reports

j. Other reports and recommendation

3. GENERAL AGENDA

a. Presentation by Bolton and Menk on Wastewater Treatment Plant Project update.

b. Presentation on Recycling

c. [COUNCIL MEMORANDUM](#) First Reading of [ORDINANCE](#) amending the Code of Ordinances of the City of Webster City, Iowa, 2019, by amending Chapter 48 pertaining to Water System Rates. [FUND](#)

Public Hearing 6:05

d. Public Hearing on proposed Plans and Specifications and proposed Form of Contract and Estimate of Cost for Construction of the Fair Meadow Drive Reconstruction Project.

[COUNCIL MEMORANDUM](#) [RESOLUTION](#) finally approving and confirming Plans, Specifications and Form of Contract and Estimate of Cost for the Fair Meadow Reconstruction Project and awarding Contract to Castor Construction in the amount of \$1,902,920.90 and Committing Necessary Funds to complete the Project.

[BID TAB](#) [BID PROPOSAL](#) [ENGR LETTER](#) [CONTRACT](#)

e. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) providing for Notice of Hearing on proposed Plans and Specifications and proposed Form of Contract and Estimate of Cost for Construction of the 2024 HMA Street Improvements Project. (January 2, 2024 6:05 p.m.) [NOTICE OF HEARING](#) [NOTICE TO BIDDERS](#) [CONTRACT](#)

f. [COUNCIL MEMORANDUM](#) Motion on [REQUEST](#) from Webster City Community Theatre requesting help with funding to bring the corner of Bank Street and Willson Avenue up to ADA compliance. [QUOTE](#) [CODE](#)

g. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Mayor to Sign and Execute an Agreement with Karian Peterson Power Line Contracting, LLC in an amount of \$249,525 for the 69kV Transmission Line Relocation Project. [ENGR LETTER](#) [QUOTE SUMMARY](#) [QUOTE](#) [CIP](#) [69kV AGR](#)

h. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Mayor to Sign and Execute Agreement with Allender Butzke Engineering, Inc. for Professional Engineering Services associated with the Wastewater Treatment Plant Project. [PROPOSAL](#)

i. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Mayor to Sign and Execute Public Utility Easement in connection with the development by Kwik Trip, Inc., located at 505 Fair Avenue, Webster City, Iowa. [EASEMENT](#)

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j. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) accepting and approving Acquisition of Property generally located at 614 First Street in the City of Webster City, Hamilton County, Iowa. [JUDGMENT ORDER](#)

k. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Street Department Supervisor to purchase a Snogo Pro-Blast 3000H Snow Blower through Sourcewell from Wausau in the amount of \$209,762. [SPEC](#) [PRICE](#)

l. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Mayor to sign a Purchase Agreement with Dean Allan Gillette and Lorette Gillette for Land necessary to complete the Wastewater Treatment Plant Sanitary Sewer Force Main in an amount of \$86,337.50. [AGREEMENT](#)

m. Discussion and direction by City Council regarding parking enforcement on Odell Street Between Des Moines Street and Prospect Street during declared snow emergencies. [CODE](#)

n. [COUNCIL MEMORANDUM](#) Discussion and direction by City Council regarding negotiations with Corn Belt regarding transmission projects. [DGR STUDY](#) [CORN BELT AGR](#)

o. [COUNCIL MEMORANDUM](#) Discussion on Council/Leadership survey [CONDUCT CODE](#) [RESO-POLICY](#)
[2023 GOAL SESSION RPT](#)

4. ADJOURN

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

PROCLAMATION

FIRST LEGO LEAGUE DAY

WHEREAS, Webster City High School has been chosen to host a FIRST LEGO League Regional qualification tournament which will bring around 20-22 FIRST LEGO League teams to Webster City from across the State of Iowa for a day of friendly competition; and

WHEREAS, FIRST is an international not-for-profit organization founded by accomplished inventor Dean Kamen in 1989 and has a proven impact on STEM learning, interest, and skill-building well beyond high school; and

WHEREAS, FIRST (For Inspiration and Recognition of Science and Technology) is a robotics community that prepares young people for the future through a suite of inclusive, team-based robotics programs for ages 4-18 (PreK-12) that can be facilitated in school or in structured afterschool programs; and

WHEREAS, teams operate under a signataure set of FIRST Core Values which include Discovery, Innovation, Impact, Inclusion, Teamwork and Fun, to conduct research, fundraise, design, build and showcase their achievements during annual challenges; and

WHEREAS, the FIRST community expresses the FIRST Philosophies of Gracious Professionalism and Coopertition through the Core Values mentioned above. Gracious professionals learn and compete like crazy but treat one another with respect and kindness. Coopertition is displaying unqualified kindness and respect in the face of fierce competiton and is founded on the concept and a philosophy that teams can and should help and cooperate with each other even as they compete; and

THEREFORE I, John Hawkins, Mayor, do hereby proclaim December 2, 2023 as FIRST LEGO League Day in Webster City, Iowa and encourage all teams to compete with integrity and sensitivity in their quest to advance to the state tournament; and for citizens, residents and visitors to recognize this event as opportunities for the participants that create connections and open pathways to a wide variety of careers.

John Hawkins, Mayor

City of Webster City, Iowa

CITY COUNCIL MEETING MINUTES
Webster City, Iowa November 6, 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 November 6, 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 McKinney 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

None brought forth.

MINUTES, CLAIMS, REPORTS, LICENSES, REQUESTS

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

- a. That the meeting minutes of October 16 and October 17, 2023 be approved.
- b. That Resolution No. 2023-189 approving payroll for the period ending October 21, 2023 and paid on October 27, 2023 in the amount of \$213,594.98 be passed and adopted.
- c. That Resolution No. 2023-190 approving bills paid in the amount of \$1,817,293.95 be passed and adopted and the Fund List be approved.
- d. Council Committee Reports – None brought forth.
- e. Other reports and recommendations – None brought forth.

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

GENERAL AGENDA

- a. It was moved by Welch and seconded by McFarland that Resolution No. 2023-191 authorizing the Mayor to enter Initial Agreement Letter with Kwik Star for the proposed development site on Fair Avenue subject to an additional provision regarding Kwik Star providing the City of Webster City with construction easements as may be needed anytime in the future be passed and adopted.

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

Ariel Bertran, Community Development Director, summarized the agenda item for Council. Travis Small, Real Estate Manager for Kwik Star was in attendance and Jeff Osgood, Sr. Manager of Development for Kwik Star joined via electronic means. Council Members, Kwik Star Representatives and staff discussed the specifics of the agreement.

- b. It was moved by McKinney and seconded by Hansen that Resolution No. 2023-192 authorizing the Mayor to Sign and Execute Amendment No. 2 to Task Order No. 4 with DGR Engineering, Inc. for Professional Engineering Services associated with Reisner Substation be passed and adopted.

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

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c. It was moved by McFarland and seconded by Welch that Resolution No. 2023-193 authorizing the Mayor to Sign and Execute Amendment No. 1 to Task Order No. 5 with DGR Engineering, Inc. for Professional Engineering Services associated with the 69kV Transmission Line Improvements Project be passed and adopted.

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

Biridiana Bishop, Assistant City Manager, spoke on the above Amendments. Andy Koob of DGR Engineering was also present and spoke to Council on the services to be provided. Mayor Hawkins questioned the timeline of the approval of the Amendments in relation to the projects.

d. It was moved by Welch and seconded by Hansen that Resolution No. 2023-194 authorizing the Mayor to Sign and Execute Agreement No. 24-CAT-002 with Enhance Iowa Board to receive a \$55,000 Grant for the East Twin Park Splash Pad Project be passed and adopted.

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

Breanne Leshar, Director of Parks and Recreation, pointed out some of the specifics of the Agreement.

e. It was moved by McFarland and seconded by Hansen that Resolution No. 2023-195 authorizing the Mayor to Sign and Execute Change Orders No. 1, 2, 3 and 4 with Peterson Construction for the Wilson Brewer Courthouse Structural Improvement Project be passed and adopted.

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

Park and Recreation Director Leshar gave details of each Change Order for the project.

f. It was moved by Welch and seconded by McFarland that Resolution No. 2023-196 ceasing the Koloni Bike Share Program with Koloni, Inc., Dissolving the 28E Agreement between the City of Webster City and Hamilton County and Authorizing the Mayor to sign necessary documents to end the program be passed and adopted.

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

Park and Recreation Director Leshar provided a brief history of the program and reasons for ceasing the Bike Share Program and dissolving the 28E Agreement with Hamilton County.

g. It was moved by McKinney and seconded by Welch that Resolution No. 2023-197 ratifying the repair for the 2005 John Deere 770D Grader in an amount not to exceed \$30,000 be passed and adopted.

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

Brandon Bahrenfuss, Street Department Supervisor, explained the issues and necessary repairs needed to be completed on the Grader.

h. It was moved by McFarland and seconded by Hansen that Resolution No. 2023-198 approving the Official City Street Financial Report be passed and adopted.

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

i. It was moved by Welch and seconded by McFarland that Resolution No. 2023-199 approving the Annual Urban Renewal Report be passed and adopted.

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

j. It was moved by Welch and seconded by Hansen that Resolution No. 2023-200 obligating Funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of Annual Appropriation Tax Increment Financed Obligations which shall come due in the next succeeding Fiscal Year, (FAREWAY) be passed and adopted.

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

k. It was moved by Welch and seconded by Hansen that Resolution No. 2023-201 obligating Funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of Annual Appropriation Tax Increment Financed Obligations which shall come due in the next succeeding Fiscal Year, (WCF Financial Bank and Webster City Sewer Fund) be passed and adopted.

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

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l. It was moved by McFarland and seconded by McKinney that Resolution No. 2023-202 obligating Funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of Annual Appropriation Tax Increment Financed Obligations which shall come due in the next succeeding Fiscal Year, (3DK Enterprises, LLC) be passed and adopted.

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

m. It was moved by Hansen and seconded by McFarland that Resolution No. 2023-203 obligating Funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of Annual Appropriation Tax Increment Financed Obligations which shall come due in the next succeeding Fiscal Year, (Ridge Development, LLC and LMI Fund) be passed and adopted.

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

n. It was moved by Welch and seconded by Hansen that Resolution No. 2023-204 obligating Funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of Annual Appropriation Tax Increment Financed Obligations which shall come due in the next succeeding Fiscal Year, (Kenyon Hill Ridge, LLC and LMI Fund) be passed and adopted.

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

o. It was moved by McKinney and seconded by McFarland that Resolution No. 2023-205 obligating Funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of Annual Appropriation Tax Increment Financed Obligations which shall come due in the next succeeding Fiscal Year, (Gary & Brenda Fox) be passed and adopted.

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

p. It was moved by McFarland and seconded by Hansen that Resolution No. 2023-206 obligating Funds from the Urban Renewal Tax Revenue Fund for appropriation to the payment of Annual Appropriation Tax Increment Financed Obligations which shall come due in the next succeeding Fiscal Year, (First State Bank, Addition #2) be passed and adopted.

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

Dodie Wolfgram, Finance Director, was present to answer any questions regarding Agenda Items h-p.

q. It was moved by Welch and seconded by McFarland to open the Tree Disposal Site to Webster City Residents only from 7 a.m. to 4 p.m. on the following dates: November 7, 8, 9 and 13, with no contractors or those holding tree surgeon licenses being allowed to use the site at this time.

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

Discussion was held on the status of the City Green Waste Site. Daniel Ortiz-Hernandez, City Manager provided an update on the DNR permit process and timeline. After much discussion the above motion was introduced and approved. A follow-up will be given at the Work Session on Tuesday, November 14th on this action taken by Council.

r. It was moved by Welch and seconded by McKinney that the Resignation of City Manager Daniel Ortiz-Hernandez effective January 18, 2024 be accepted.

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

s. Council Members held a discussion on the process for filling the City Manager vacancy. Council Member McKinney stated that in the past, the City has hired a search firm to assist in this process. He suggested beginning this search with a survey for city staff to fill out anonymously for Council to receive input in regard to how things are going, what they would like in a City Manager and to provide suggestions for anything Council could be doing differently. He inquired if it was possible to contact previous search firms to assist in developing the survey and reviewing with Council. Mayor Hawkins also mentioned that Council will need to look at appointing an interim City Manager until a replacement for Ortiz-Hernandez is hired. City Staff will bring back information on this request at the next regular City Council meeting on November 20th.

OTHER ITEMS SENT TO COUNCIL

a. The City Attorney Report/Update from 11/1/2023 was previously given to Council for review.

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CLOSED SESSION

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

- a. Meet in closed session to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation as provided by Chapter 21.5 c. of the Code of Iowa.
- b. Meet in closed session to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property, or reduce the price the governmental body would receive for that property as provided by Chapter 21.5 j. of the Code of Iowa

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

Council went out of Open Session at 7:26 p.m.

Council took a ten-minute recess.

Council went into Closed Session at 7:36 p.m.

Council returned to Open Session at 8:05 p.m.

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

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

The November 6, 2023 Regular City Council Meeting stood adjourned at 8:06 p.m.

John Hawkins, Mayor

Karyl K. Bonjour, City Clerk

RESOLUTION NO. 2023 - xxx

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

That the payroll for the 80-hour period ending November 4, 2023 and paid on November 10, 2023 aggregating the sum of \$211,021.32 herewith presented, be and the same is hereby approved.

Passed and adopted this 20th day of November, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-01 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-01 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-01 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt
11195	HANSEN, ABIGAIL J.	100.00	.00	.00	.00	.00	.00	100.00	.00	92.26	.00
11183	HAWKINS, JOHN C.	120.00	.00	.00	.00	.00	.00	120.00	.00	.00	110.71
11190	MC FARLAND, MEGAN E.	100.00	.00	.00	.00	.00	.00	100.00	.00	.00	92.35
11184	MCKINNEY, MATTHEW L.	100.00	.00	.00	.00	.00	.00	100.00	.00	.00	92.26
Total CITY COUNCIL:											
		4	420.00	.00	.00	.00	.00	420.00	.00	92.26	295.32
20035	BISHOP, BIRIDIANA	4,233.00	80.00	.00	.00	.00	.00	.00	125.00	.00	2,766.52
60722	CHELESVIG, BETH A.	3,244.80	80.00	.00	.00	.00	.00	.00	.00	.00	2,153.60
61245	DINSDALE, ASHLEY J.	1,941.62	80.00	.00	.00	.00	.00	.00	.00	.00	1,323.45
20020	ORTIZ-HERNANDEZ, DANIEL	5,679.00	80.00	.00	.00	.00	.00	.00	175.00	.00	2,981.03
60003	SMITH, ELIZABETH A.	2,283.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,555.61
Total CITY MANAGER:											
		5	17,381.62	400.00	.00	.00	.00	.00	300.00	.00	10,780.21
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.	2,335.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,549.35
61238	HAGLUND, DENISE D.	1,733.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,205.10
61243	HESLEY, EMILY M.	1,894.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,269.50
61241	JOHNSON, LAURA A.	1,603.21	80.00	.00	.00	.00	.00	.00	.00	.00	1,004.71
61190	NERLAND, DEDRA R.	2,221.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,521.92
61163	PEVESTORF, ELIZABETH J.	2,096.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,537.77
30329	WOLFGRAM, DOREEN A.	3,244.00	80.00	.00	.00	.00	.00	.00	.00	.00	2,307.84
Total FINANCE OFFICE:											
		7	15,128.81	560.00	.00	.00	.00	.00	.00	.00	10,396.19
41215	CASEY, DANA R	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	34.46
40857	DOOLITTLE, KENDALL J.	60.00	.00	.00	.00	.00	.00	60.00	.00	51.68	.00
41263	ESTLUND, JEROMY J.	2,591.68	112.00	.00	.00	.00	.00	.00	.00	.00	1,884.84
41038	FERGUSON, WILLIAM M.	65.00	.00	.00	.00	.00	.00	65.00	.00	60.03	.00
41300	FOX, JEFFREY A.	307.50	14.00	.00	.00	.00	.00	97.50	.00	.00	256.22
41438	FRAKES, JUSTIN M.	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	36.94
41530	HANSON, CONNER	40.00	.00	.00	.00	.00	.00	40.00	.00	36.94	.00
40971	HAYES, BRANDON W.	2,617.44	112.00	.00	.00	.00	.00	.00	.00	.00	1,904.93
41445	HAYES, HARRISON W.	442.50	15.00	.00	.00	.00	.00	217.50	.00	381.16	.00
41441	HAYES, HUNTER W.	277.50	14.00	.00	.00	.00	.00	67.50	.00	256.27	.00
40031	HOLST, RONALD W	105.00	.00	.00	.00	.00	.00	105.00	.00	90.45	.00
41192	JESSEN, PHILLIP N.	1,147.50	70.00	.00	.00	.00	.00	97.50	.00	826.99	.00
41460	LEHMAN, MICHEAL L.	85.00	.00	.00	.00	.00	.00	85.00	.00	.00	68.50
41200	MADSEN, TODD M	115.50	.00	.00	.00	.00	.00	115.50	.00	.00	99.50
41515	SCHWERING, DREW M.	80.00	.00	.00	.00	.00	.00	80.00	.00	.00	73.88
41219	SOWLE JR., ANDREW W.	2,599.52	112.00	.00	.00	.00	.00	.00	.00	.00	1,582.89
41485	STALEY, AMANDA L.	65.00	.00	.00	.00	.00	.00	65.00	.00	.00	60.03
41400	STANSFIELD, CHARLES T.	3,208.00	80.00	.00	.00	.00	.00	.00	.00	.00	2,284.07
41029	STEWART, EARL L	65.00	.00	.00	.00	.00	.00	65.00	.00	.00	60.03
41088	TOLLE, PAUL A.	115.50	.00	.00	.00	.00	.00	115.50	.00	99.50	.00
41216	WEINSCHENK, KENRIC J	137.50	.00	.00	.00	.00	.00	137.50	.00	.00	126.98
41213	WILLIAMS, ZACHARY W.	22.00	.00	.00	.00	.00	.00	22.00	.00	.00	18.95
40815	WILLS, DON H.	159.00	.00	.00	.00	.00	.00	159.00	.00	146.83	.00

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
41340	YOUNGDALE, COLE C.	85.00	.00	.00	.00	.00	.00	85.00	.00	78.50	.00
41270	ZEHNER, DONALD F.	93.50	.00	.00	.00	.00	.00	93.50	.00	.00	86.34
Total FIRE DEPARTMENT:											
		25	14,564.64	529.00	.00	.00	.00	1,853.00	.00	2,028.35	8,578.56
61240	WINTER, KIRBY L.	4,089.61	80.00	.00	.00	.00	.00	.00	20.00	.00	2,861.50
Total INFORMATION SYSTEMS:											
		1	4,089.61	80.00	.00	.00	.00	.00	20.00	.00	2,861.50
61257	BINDERT, NICHOLAS J.	2,184.01	80.00	.00	.00	.00	.00	.00	.00	.00	1,627.67
Total INSPECTION:											
		1	2,184.01	80.00	.00	.00	.00	.00	.00	.00	1,627.67
31210	BARNES, DERRICK S.	3,418.53	84.00	.00	238.50	.00	.00	.00	.00	.00	2,351.56
31185	CASEY, DANA R.	3,372.00	80.00	.00	.00	.00	.00	.00	.00	.00	2,259.33
31190	DAYTON, BRYAN K.	3,469.40	82.00	.00	125.40	.00	.00	.00	.00	.00	2,355.89
30678	DICKINSON, ADAM L.	3,990.40	80.00	.00	.00	.00	.00	.00	.00	.00	2,735.89
31230	MC COLLOUGH, DOUGLAS J.	3,597.39	84.00	.00	250.98	.00	.00	.00	.00	.00	2,495.44
31184	MOURTON, RUSSELL E.	3,372.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,960.95
31240	NEWMAN, BRADY N.	2,389.61	80.00	.00	.00	.00	.00	.00	.00	.00	1,756.64
31186	ORTON, RYAN D.	3,628.80	80.00	.00	.00	.00	.00	.00	.00	.00	2,477.17
30918	PARKHILL, MARTY E.	3,642.40	80.00	.00	.00	.00	.00	.00	.00	.00	2,522.95
Total LINE DEPARTMENT:											
		9	30,880.53	730.00	.00	614.88	.00	.00	.00	.00	20,915.82
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	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	1,888.05
41169	CLARK, TERRI L.	1,758.40	86.00	.00	.00	.00	229.20	.00	.00	.00	1,332.43
41480	DILLEY, JEAN M.	1,968.96	88.00	.00	.00	.00	324.16	.00	.00	.00	1,337.75
41543	GAFKJEN, MADISON N.	1,539.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,174.88
41544	HUNTER, EMMA M.	1,528.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,172.05
41390	NOWELL, TANNER J.	2,217.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,596.68
41475	RUSH, DEBORAH G.	1,902.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,319.08
41510	WHITEHILL, AUDRIANA G.	1,796.37	84.00	.00	121.37	.00	.00	45.00	.00	.00	1,266.96
Total POLICE DEPARTMENT-D:											
		7	12,710.93	578.00	.00	121.37	.00	553.36	45.00	.00	9,199.83
41430	BASINGER, RYAN A.	2,572.44	84.00	.00	.00	.00	.00	.00	.00	.00	1,876.75
41535	HOLCOMBE, IAN J.	2,338.56	84.00	.00	.00	.00	.00	.00	.00	.00	1,613.06
41191	HOUGE, CLINTON J.	4,434.36	120.00	1,712.88	.00	.00	.00	.00	.00	.00	3,124.37
41453	LEHMAN, MICHEAL L.	4,992.78	132.00	1,646.46	.00	731.76	.00	.00	.00	.00	3,570.85
41230	MCKINLEY, ERIC K.	4,468.70	116.00	1,439.34	.00	.00	.00	.00	.00	.00	3,246.90

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
41110	MORK, SHILOH B.	3,637.60	80.00	.00	.00	.00	.00	.00	.00	.00	2,443.77
41471	MOURLAM, DALTON G.	2,494.48	84.00	.00	.00	.00	.00	.00	.00	.00	1,776.97
41225	PRITCHARD, BRANDON D.	3,379.04	110.00	565.56	.00	.00	.00	.00	.00	.00	2,394.14
41426	ROSE, DYLAN M.	4,427.44	120.00	1,098.36	.00	732.24	.00	.00	.00	.00	3,018.34
41537	STURM, CIARA L.	2,095.32	84.00	.00	.00	.00	.00	.00	.00	.00	1,736.12
41450	THUMMA, STEVEN L.	2,565.96	84.00	.00	.00	.00	.00	.00	.00	.00	1,561.66
41495	WATKINS, MARK D.	4,530.72	120.00	1,127.88	.00	751.92	.00	.00	.00	.00	3,293.22
Total POLICE DEPARTMENT-O:											
		12	41,937.40	1,218.00	7,590.48	.00	2,215.92	.00	.00	.00	29,656.15
81291	ASKLUND, ANTHONY T.	580.00	40.00	.00	.00	.00	.00	.00	.00	.00	498.07
81672	CRYSTAL, EVERETT T.	931.50	69.00	.00	.00	.00	.00	.00	.00	.00	801.65
81697	FARO, FRANK L.	398.25	29.50	.00	.00	.00	.00	.00	.00	.00	342.74
81713	FOLEY, PATRICK R.	533.25	39.50	.00	.00	.00	.00	.00	.00	.00	458.92
81712	GARVEY, ROGER A.	465.75	34.50	.00	.00	.00	.00	.00	.00	.00	400.82
81775	HENELY, BRAYDEN J.	988.00	76.00	.00	.00	.00	.00	.00	.00	.00	787.94
70981	MCFARLAND, CHARLES DANIEL	1,720.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,166.90
81776	MEYERS, STEVEN R.	1,040.00	80.00	.00	.00	.00	.00	.00	.00	.00	829.45
51195	RODEN, JACOB J.	2,139.21	80.00	.00	.00	.00	.00	.00	.00	.00	1,480.03
Total PUBLIC GROUNDS:											
		9	8,795.96	528.50	.00	.00	.00	.00	.00	.00	6,766.52
61255	DRUBE, DERRICK DANIEL	2,038.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,454.34
81745	KEANE, ROSS M.	765.00	51.00	.00	.00	.00	.00	.00	.00	.00	635.94
Total PUBLIC WORKS:											
		2	2,803.40	131.00	.00	.00	.00	.00	.00	.00	2,090.28
81763	BAHRENFUSS, BREANNA LEE	212.50	16.75	.00	.00	.00	.00	.00	.00	.00	196.24
81653	BINDER, MEREDITH K.	179.50	13.00	.00	.00	.00	.00	.00	.00	.00	154.48
81726	BINDER, RILEY K.	73.50	6.00	.00	.00	.00	.00	.00	.00	.00	67.87
81743	DINSDALE, SOPHIE J.	591.56	46.50	.00	.00	.00	.00	.00	.00	.00	537.41
81746	GALLENTINE, OLIVIA M.	49.00	4.00	.00	.00	.00	.00	.00	.00	45.25	.00
70107	GLASCOCK, MARK A.	1,892.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,267.03
81774	GRAMBLIN, ELIZABETH A.	120.00	10.00	.00	.00	.00	.00	.00	.00	.00	110.82
81772	HANSEN, MIA A.	102.75	8.25	.00	.00	.00	.00	.00	.00	94.89	.00
81753	HEDEEN, MARISSA KAY	170.25	13.50	.00	.00	.00	.00	.00	.00	.00	152.22
81667	LAMB, MITCHELL S.	520.00	40.00	.00	.00	.00	.00	.00	.00	.00	397.51
70975	LESHER, BREANNE M.	3,011.18	80.00	.00	.00	.00	.00	.00	.00	.00	2,062.23
81651	LINDSTROM, SARAH J.	122.50	10.00	.00	.00	.00	.00	.00	.00	.00	105.41
81673	MCKEE, BRONWYN E.	161.75	12.00	.00	.00	.00	.00	.00	.00	.00	149.37
81760	MILLER, COLE D.	22.50	2.00	.00	.00	.00	.00	.00	.00	.00	20.77
81689	NELSEN, DENISE L.	965.15	55.50	.00	.00	.00	.00	.00	.00	.00	780.09
81757	NOHRENBURG, BONNIE RAE	36.75	3.00	.00	.00	.00	.00	.00	.00	.00	33.94
81754	ORTON, ADDILYN LASHAE	128.75	10.25	.00	.00	.00	.00	.00	.00	.00	113.90
81742	OUIVERSON, ERIN A.	120.25	9.25	.00	.00	.00	.00	.00	.00	.00	111.05
81771	PETERSON, ELLIE	98.00	8.00	.00	.00	.00	.00	.00	.00	.00	90.50
31195	PETERSON, RICK E.	2,053.68	84.00	.00	143.28	.00	.00	.00	.00	.00	1,454.46
81665	PRUISMANN, LINDA A.	895.59	51.50	.00	.00	.00	.00	.00	.00	.00	688.72
81470	SPELLMEYER, WILLIAM C.	360.86	24.75	.00	.00	.00	.00	.00	.00	285.56	.00
Total RECREATION:											
		22	11,888.82	588.25	.00	143.28	.00	.00	.00	425.70	8,494.02

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
51187	BAHRENFUSS, BRANDON D.	3,256.88	88.00	.00	.00	.00	.00	.00	.00	.00	2,281.14
51210	DANIELS, JACOB S.	2,262.66	84.00	.00	157.86	.00	.00	.00	.00	.00	1,578.64
51178	DOOLITTLE, DAN L	990.00	45.00	.00	.00	.00	.00	.00	.00	.00	798.14
51225	JONDAL, KOOPER M.	2,040.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,515.19
51220	KLIEGL, SHAWN A.	2,022.93	83.00	.00	107.73	.00	.00	.00	.00	.00	1,440.94
51190	RATCLIFF, BRETT D.	2,216.81	80.00	.00	.00	.00	.00	.00	.00	.00	1,530.88
51230	SCHEUERMANN, RILEE C.	2,038.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,452.51
51184	WILLIAMS, ZACHARY W.	2,439.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,685.94
Total STREET DEPARTMENT:											
		8	17,266.88	620.00	.00	265.59	.00	.00	.00	.00	12,283.38
30772	DINGMAN, CHAD M.	2,680.80	80.00	.00	.00	.00	.00	.00	.00	.00	2,016.78
30977	JACKSON, JEFFREY S.	2,080.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,476.17
31179	WEST, JOHN A.	2,443.76	88.00	.00	.00	.00	.00	.00	.00	.00	1,840.04
Total WASTEWATER:											
		3	7,205.36	248.00	.00	.00	.00	.00	.00	.00	5,332.99
31189	CHAMBERS, TODD A.	2,455.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,649.07
31220	FARWELL, GREGORY A.	2,685.13	89.00	.00	.00	.00	.00	.00	.00	.00	1,885.81
31215	KNOWLES, NICHOLAS A.	4,565.20	97.00	.00	542.40	.00	.00	.00	.00	.00	2,966.81
31245	NELSON, BENJAMIN J.	2,723.42	92.00	.00	500.22	.00	.00	.00	.00	.00	1,941.87
31225	PARKER, LOGAN M.	2,078.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,437.02
Total WATER PLANT:											
		5	14,507.35	438.00	.00	1,042.62	.00	.00	.00	.00	9,880.58
Grand Totals:											
		124	211,021.32	7,048.75	7,590.48	2,187.74	2,215.92	553.36	2,318.00	320.00	2,546.31

RESOLUTION NO. 2023 - xxx

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 \$592,867.14 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 20th day of November, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
HINSON CONSULTING, LLC (7778)							
2023-021	1	Invoice	CONSULTING FEES- 7/31-9/3/23	09/03/2023	932.50	05/24	100-23-36-5393-212
2023-021	2	Invoice	CONSULTING FEES- 7/31-9/3/23	09/03/2023	932.50	05/24	601-23-36-5393-212
Total 2023-021:					1,865.00		
Total HINSON CONSULTING, LLC (7778):					1,865.00		
US BANK OPERATIONS CENTER (4821)							
110823	1	Invoice	PRIN PYMT-2019 EL REFUND BOND	11/08/2023	44,822.67	05/24	601-21009
110823	2	Invoice	INT PYMT-2019 EL REFUND BOND	11/08/2023	31,668.59	05/24	601-21005
Total 110823:					76,491.26		
Total US BANK OPERATIONS CENTER (4821):					76,491.26		
Total 11/08/2023:					78,356.26		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
A.H. STOCK MANUFACTURING CORP (7848)							
0196885	1	Invoice	E34 CHUTE REPLACEMENT	08/02/2023	4,591.88	05/24	100-21-22-5140-227
Total 0196885:					4,591.88		
0196945	1	Invoice	E34 GASKETS FOR NEW CHUTE	08/09/2023	63.09	05/24	100-21-22-5140-227
Total 0196945:					63.09		
0197739	1	Invoice	RETURN ACTUATOR FOR E34	11/01/2023	1,071.50-	05/24	100-21-22-5140-227
Total 0197739:					1,071.50-		
Total A.H. STOCK MANUFACTURING CORP (7848):					3,583.47		
AFLAC, INC. (20)							
948054	1	Invoice	AFLAC PREMIUMS	11/12/2023	1,886.06	05/24	902-11215
Total 948054:					1,886.06		
Total AFLAC, INC. (20):					1,886.06		
AHLERS & COONEY, P.C. (22)							
853987	1	Invoice	CONSULT METER INCONVIENCE FEE & ELE	10/25/2023	490.00	05/24	601-23-52-5588-871
Total 853987:					490.00		
Total AHLERS & COONEY, P.C. (22):					490.00		
AMAZON CAPITAL SERVICES (7618)							
13DT-6GJX-	1	Invoice	MISC OFFICE SUPPLIES	11/01/2023	130.09	05/24	100-21-21-5110-316
Total 13DT-6GJX-3TFM:					130.09		
13TN-XX9N-	1	Invoice	WHITEBOARD LIQUID CLEANER	11/01/2023	3.36	05/24	100-24-12-5430-316
13TN-XX9N-	2	Invoice	WHITEBOARD LIQUID CLEANER	11/01/2023	9.23	05/24	601-23-81-5921-316
13TN-XX9N-	3	Invoice	WHITEBOARD LIQUID CLEANER	11/01/2023	2.10	05/24	602-23-81-5921-316
13TN-XX9N-	4	Invoice	WHITEBOARD LIQUID CLEANER	11/01/2023	2.09	05/24	603-23-81-5921-316
Total 13TN-XX9N-6V9G:					16.78		
16NK-3KCL-	1	Invoice	TAB S8 PROTECTOR - NUISANCE TABLET	11/01/2023	9.60	05/24	100-24-16-5420-399
16NK-3KCL-	2	Invoice	TAB S8 PROTECTOR - NUISANCE TABLET	11/01/2023	35.19	05/24	601-24-16-5930-399
16NK-3KCL-	3	Invoice	TAB S8 PROTECTOR - NUISANCE TABLET	11/01/2023	9.60	05/24	602-24-16-5930-399
16NK-3KCL-	4	Invoice	TAB S8 PROTECTOR - NUISANCE TABLET	11/01/2023	9.60	05/24	603-24-16-5921-399
Total 16NK-3KCL-6HJW:					63.99		
16PH-174K-4	1	Invoice	SHIRT/PANTS #625	11/01/2023	229.98	05/24	100-21-21-5110-312
16PH-174K-4	2	Invoice	PANTS FOR #682	11/01/2023	81.99	05/24	100-21-21-5110-312
16PH-174K-4	3	Invoice	CUFFS/CUFF CASE #681	11/01/2023	112.99	05/24	100-21-21-5110-312
Total 16PH-174K-4KR3:					424.96		
16PH-174K-6	1	Invoice	FIBER PATCH CABLES 3M - AMI PROJECT	11/01/2023	10.99	05/24	601-23-52-5588-871
16PH-174K-6	2	Invoice	FIBER PATCH CABLES 3M - AMI PROJECT	11/01/2023	10.99	05/24	602-23-62-5935-870

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 16PH-174K-6F3M:					21.98		
19LQ-1YJ9-6	1	Invoice	IPHONE OTTERBOX CASE	11/01/2023	36.50	05/24	204-23-30-5320-318
Total 19LQ-1YJ9-6K6W:					36.50		
1DN7-1GJK-	1	Invoice	PAPER FOR PD VEHICLE PRINTERS	11/01/2023	339.70	05/24	100-21-21-5110-318
Total 1DN7-1GJK-7Y17:					339.70		
1JDL-YCGR-	1	Invoice	10PK 32 GB FOR PD	11/01/2023	144.95	05/24	100-21-21-5110-316
Total 1JDL-YCGR-7JPL:					144.95		
1JDL-YCGR-	1	Invoice	10PK MULTI METER FUSE	11/01/2023	38.69	05/24	601-23-52-5588-318
1JDL-YCGR-	2	Invoice	2 SD CARD READER	11/01/2023	9.59	05/24	601-23-52-5588-318
Total 1JDL-YCGR-7RGW:					48.28		
1L7M-NPQ7-	1	Invoice	RETURN OTTERBOX TAB CASE	10/16/2023	16.77-	05/24	100-21-21-5110-316
Total 1L7M-NPQ7-3DVW:					16.77-		
1MGK-NJQ4-	1	Invoice	OFFICE SUPPLIES	11/01/2023	.53	05/24	100-24-12-5430-316
1MGK-NJQ4-	2	Invoice	OFFICE SUPPLIES	11/01/2023	.67	05/24	601-23-81-5921-316
1MGK-NJQ4-	3	Invoice	OFFICE SUPPLIES	11/01/2023	.73	05/24	602-23-81-5921-316
1MGK-NJQ4-	4	Invoice	OFFICE SUPPLIES	11/01/2023	.73	05/24	603-23-81-5921-316
1MGK-NJQ4-	5	Invoice	INK FOR MAPPING PRINTERS	11/01/2023	151.05	05/24	100-23-31-5420-318
1MGK-NJQ4-	6	Invoice	INK FOR MAPPING PRINTERS	11/01/2023	151.05	05/24	601-23-31-5420-318
1MGK-NJQ4-	7	Invoice	INK FOR MAPPING PRINTERS	11/01/2023	151.04	05/24	602-23-31-5420-318
1MGK-NJQ4-	8	Invoice	INK FOR MAPPING PRINTERS	11/01/2023	151.04	05/24	603-23-31-5420-318
Total 1MGK-NJQ4-3XMP:					606.84		
1VJ9-MYKJ-	1	Invoice	HAMMER DRILL BIT - LINE	11/01/2023	19.50	05/24	601-23-52-5588-311
Total 1VJ9-MYKJ-6NLG:					19.50		
1W7C-NC4N	1	Invoice	MULTIPURPOSE LABELS	11/01/2023	2.12	05/24	100-24-14-5435-316
1W7C-NC4N	2	Invoice	MULTIPURPOSE LABELS	11/01/2023	15.30	05/24	601-23-80-5921-316
1W7C-NC4N	3	Invoice	MULTIPURPOSE LABELS	11/01/2023	4.71	05/24	602-23-80-5921-316
1W7C-NC4N	4	Invoice	MULTIPURPOSE LABELS	11/01/2023	1.41	05/24	603-23-80-5921-316
Total 1W7C-NC4N-CW4P:					23.54		
Total AMAZON CAPITAL SERVICES (7618):					1,860.34		
AMERICAN TEST CENTER (5923)							
2232097	1	Invoice	LADDER TESTING	11/07/2023	1,755.00	05/24	100-21-22-5140-314
Total 2232097:					1,755.00		
Total AMERICAN TEST CENTER (5923):					1,755.00		
AMERICAN WATER WORKS ASSN (46)							
S0121829	1	Invoice	AWWA DUES/CITY OF WEBSTER CITY	09/19/2023	107.50	05/24	602-23-61-5930-215
S0121829	2	Invoice	AWWA DUES/CITY OF WEBSTER CITY	09/19/2023	107.50	05/24	602-23-62-5930-215

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
S0121829	3	Invoice	AWWA DUES/CITY OF WEBSTER CITY	09/19/2023	107.50	05/24	603-23-71-5930-215
S0121829	4	Invoice	AWWA DUES/CITY OF WEBSTER CITY	09/19/2023	107.50	05/24	603-23-70-5930-215
Total S0121829:					430.00		
Total AMERICAN WATER WORKS ASSN (46):					430.00		
ARNOLD MOTOR SUPPLY (68)							
26NV094328	1	Invoice	AIR/OIL FILTER - TRK #2	10/31/2023	51.97	05/24	601-23-52-5935-314
Total 26NV094328:					51.97		
26NV094837	1	Invoice	OIL/RADIATOR FLUID FOR E33	11/09/2023	38.25	05/24	100-21-22-5140-227
Total 26NV094837:					38.25		
Total ARNOLD MOTOR SUPPLY (68):					90.22		
BELL, JUSTIN (7842)							
110623	1	Invoice	CUSTOMER DEPOSIT REFUND	11/06/2023	55.88	05/24	601-21011
Total 110623:					55.88		
Total BELL, JUSTIN (7842):					55.88		
BEREC, PASCOR (7846)							
110123	1	Invoice	CUSTOMER DEPOSIT REFUND	11/01/2023	69.60	05/24	601-21011
Total 110123:					69.60		
Total BEREC, PASCOR (7846):					69.60		
BINDERT, NICK (7729)							
110323	1	Invoice	MILEAGE REIMBURSEMENT-IOWA PERMIT T	11/03/2023	107.42	05/24	100-21-18-5190-232
Total 110323:					107.42		
Total BINDERT, NICK (7729):					107.42		
BLACK HILLS ENERGY (3466)							
0976116930	1	Invoice	GAS UTILITY/LINE	11/08/2023	97.34	05/24	601-23-51-5566-234
Total 0976116930 11/8/23:					97.34		
5978424719	1	Invoice	GAS UTILITY/WATER PLANT SHED	11/08/2023	97.94	05/24	602-23-61-5642-234
Total 5978424719 11/8/23:					97.94		
6506969580	1	Invoice	GAS UTILITY/WATER PLANT	11/08/2023	66.90	05/24	602-23-61-5642-234
Total 6506969580 11/8/23:					66.90		
Total BLACK HILLS ENERGY (3466):					262.18		
BLACKSTRAP, INC. (6872)							
142651	1	Invoice	ROAD SALT = 26.18T	10/02/2023	2,242.32	05/24	204-23-30-5320-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 142651:					2,242.32		
143797	1	Invoice	ROAD SALT = 26.00T	11/06/2023	2,226.90	05/24	204-23-30-5320-318
Total 143797:					2,226.90		
Total BLACKSTRAP, INC. (6872):					4,469.22		
BLAKES AUTO REPAIR (7709)							
RO #738	1	Invoice	REPAIRS/SERVICE ON 95 FORD F150	11/01/2023	500.00	05/24	100-22-42-5210-227
RO #738	2	Invoice	REPAIRS/SERVICE ON 95 FORD F150	11/01/2023	504.87	05/24	100-23-42-5371-227
Total RO #738:					1,004.87		
Total BLAKES AUTO REPAIR (7709):					1,004.87		
BOLTON & MENK INC. (106)							
0323721	1	Invoice	ENG SVC - WATER PLANT IMPROVEMENTS -	10/31/2023	3,331.50	05/24	602-23-61-5651-212
Total 0323721:					3,331.50		
0323722	1	Invoice	ENG - WASTEWATER DESIGN-FACILITY IMP	10/31/2023	27,255.50	05/24	603-23-70-5652-860
Total 0323722:					27,255.50		
Total BOLTON & MENK INC. (106):					30,587.00		
BOMGAARS (5165)							
62060889	1	Invoice	BULK BOLTS	10/31/2023	14.37	05/24	204-23-30-5310-314
Total 62060889:					14.37		
62061042	1	Invoice	BATTERY	11/01/2023	8.49	05/24	100-21-21-5110-318
Total 62061042:					8.49		
62061472	1	Invoice	BULK BOLTS	11/02/2023	6.24	05/24	204-23-30-5320-314
Total 62061472:					6.24		
62061654	1	Invoice	DRILL BIT, WIRE-TIE	11/03/2023	21.48	05/24	204-23-30-5310-314
62061654	2	Invoice	EQUIPMENT ENAMEL	11/03/2023	59.99	05/24	204-23-30-5320-314
Total 62061654:					81.47		
62061684	1	Invoice	2 SNOW FENCE	11/03/2023	139.98	05/24	204-23-30-5320-318
Total 62061684:					139.98		
62063017	1	Invoice	4 FASTENERS PD #4	11/06/2023	1.60	05/24	100-21-21-5110-314
Total 62063017:					1.60		
62063139	1	Invoice	RECT TRANSFER TANK	11/06/2023	225.00	05/24	100-23-42-5371-314
62063139	2	Invoice	RECT TRANSFER TANK	11/06/2023	224.99	05/24	100-22-42-5210-314

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 62063139:					449.99		
62063401	1	Invoice	GLOVES, TOWEL, SNOWBRUSH	11/07/2023	30.98	05/24	601-23-80-5905-318
62063401	2	Invoice	GLOVES, TOWEL, SNOWBRUSH	11/07/2023	30.98	05/24	602-23-80-5903-318
Total 62063401:					61.96		
62063607	1	Invoice	FLEXIBLE COUPLING-STOCK	11/08/2023	13.98	05/24	601-23-52-5588-318
Total 62063607:					13.98		
62063700	1	Invoice	FASTENERS/HINGES/RECEPTACLES	11/08/2023	12.67	05/24	603-23-70-5642-318
Total 62063700:					12.67		
62063935	1	Invoice	GLUE/CLAMPS TO REPAIR STUFFING MACH	11/09/2023	1.60	05/24	100-24-16-5420-399
62063935	2	Invoice	GLUE/CLAMPS TO REPAIR STUFFING MACH	11/09/2023	5.88	05/24	601-24-16-5930-399
62063935	3	Invoice	GLUE/CLAMPS TO REPAIR STUFFING MACH	11/09/2023	1.60	05/24	602-24-16-5930-399
62063935	4	Invoice	GLUE/CLAMPS TO REPAIR STUFFING MACH	11/09/2023	1.60	05/24	603-24-16-5921-399
Total 62063935:					10.68		
62066101	1	Invoice	GREASE GUN- WATER PLANT	11/15/2023	14.99	05/24	602-23-61-5642-318
Total 62066101:					14.99		
62066145	1	Invoice	FASTENERS	11/15/2023	17.16	05/24	100-22-42-5242-318
Total 62066145:					17.16		
Total BOMGAARS (5165):					833.58		
BRIGHTLY SOFTWARE, INC. (7630)							
INV-225279	1	Invoice	PROJECT MANAGEMENT	10/02/2023	2,803.03	05/24	100-21-18-5190-215
Total INV-225279:					2,803.03		
Total BRIGHTLY SOFTWARE, INC. (7630):					2,803.03		
BROWNELLS, INC. (4593)							
2023410694	1	Invoice	DUTY PISTOL MAGS & OPTICS	10/26/2023	787.43	05/24	100-21-21-5110-231
Total 2023410694856:					787.43		
Total BROWNELLS, INC. (4593):					787.43		
CAAL CAAL, HUGO (7845)							
110123	1	Invoice	CUSTOMER DEPOSIT REFUND	11/01/2023	103.58	05/24	601-21011
Total 110123:					103.58		
Total CAAL CAAL, HUGO (7845):					103.58		
CAGGIANO MANUFACTURING (7849)							
103023	1	Invoice	RESHARPEN CHIPPER BLADES	10/30/2023	150.00	05/24	601-23-52-5935-314

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 103023:					150.00		
Total CAGGIANO MANUFACTURING (7849):					150.00		
CAMPBELL SUPPLY CO. (7847)							
INV-0048328	1	Invoice	CABLE & CABLE CLAMPS-WWTP	11/06/2023	28.73	05/24	603-23-70-5642-318
INV-0048328	2	Invoice	TUBING CUTTERS- LINE TOOLS	11/06/2023	73.62	05/24	601-23-52-5588-311
Total INV-00483286:					102.35		
Total CAMPBELL SUPPLY CO. (7847):					102.35		
CAPITAL SANITARY SUPPLY (6096)							
C376809A	1	Invoice	RT UNIVERSAL NAT 7.75X700'	10/31/2023	48.53	05/24	100-22-42-5233-318
Total C376809A:					48.53		
C376951	1	Invoice	CUSTODIAL SUPPLIES/CITY HALL	10/31/2023	88.69	05/24	100-24-36-5480-318
C376951	2	Invoice	CUSTODIAL SUPPLIES/CITY HALL	10/31/2023	48.99	05/24	601-23-36-5480-318
C376951	3	Invoice	CUSTODIAL SUPPLIES/CITY HALL	10/31/2023	45.90	05/24	602-23-36-5480-318
C376951	4	Invoice	CUSTODIAL SUPPLIES/CITY HALL	10/31/2023	45.90	05/24	603-23-36-5480-318
Total C376951:					229.48		
C377197	1	Invoice	FULLER HALL SUPPLIES	10/31/2023	163.22	05/24	100-22-42-5233-318
Total C377197:					163.22		
C377995	1	Invoice	CLEANING SUPPLIES-FULLER HALL	11/15/2023	64.27	05/24	100-22-42-5233-318
Total C377995:					64.27		
Total CAPITAL SANITARY SUPPLY (6096):					505.50		
CARD SERVICES (140)							
0000 11/01/2	1	Invoice	FUEL CLOUD SUBSCRIPTION	11/01/2023	.12	05/24	100-24-30-5380-315
0000 11/01/2	2	Invoice	FUEL CLOUD SUBSCRIPTION	11/01/2023	.12	05/24	601-24-30-5380-315
0000 11/01/2	3	Invoice	FUEL CLOUD SUBSCRIPTION	11/01/2023	.12	05/24	602-24-30-5380-315
0000 11/01/2	4	Invoice	FUEL CLOUD SUBSCRIPTION	11/01/2023	.12	05/24	603-24-30-5380-315
0000 11/01/2	5	Invoice	FUEL CLOUD SUBSCRIPTION	11/01/2023	.29	05/24	100-21-18-5190-315
0000 11/01/2	6	Invoice	FUEL CLOUD SUBSCRIPTION	11/01/2023	2.26	05/24	100-21-22-5140-315
0000 11/01/2	7	Invoice	FUEL CLOUD SUBSCRIPTION	11/01/2023	10.91	05/24	100-24-14-5435-315
0000 11/01/2	8	Invoice	FUEL CLOUD SUBSCRIPTION	11/01/2023	14.48	05/24	601-23-52-5935-315
0000 11/01/2	9	Invoice	FUEL CLOUD SUBSCRIPTION	11/01/2023	1.11	05/24	601-23-80-5935-315
0000 11/01/2	10	Invoice	FUEL CLOUD SUBSCRIPTION	11/01/2023	1.11	05/24	602-23-80-5935-315
0000 11/01/2	11	Invoice	FUEL CLOUD SUBSCRIPTION	11/01/2023	20.24	05/24	100-21-21-5110-315
0000 11/01/2	12	Invoice	FUEL CLOUD SUBSCRIPTION	11/01/2023	5.46	05/24	100-22-42-5210-315
0000 11/01/2	13	Invoice	FUEL CLOUD SUBSCRIPTION	11/01/2023	5.46	05/24	100-23-42-5371-315
0000 11/01/2	14	Invoice	FUEL CLOUD SUBSCRIPTION	11/01/2023	.39	05/24	100-22-42-5233-315
0000 11/01/2	15	Invoice	FUEL CLOUD SUBSCRIPTION	11/01/2023	26.83	05/24	204-23-30-5310-315
0000 11/01/2	16	Invoice	FUEL CLOUD SUBSCRIPTION	11/01/2023	2.25	05/24	603-23-70-5935-315
0000 11/01/2	17	Invoice	FUEL CLOUD SUBSCRIPTION	11/01/2023	3.73	05/24	602-23-61-5935-315
0000 11/01/2	18	Invoice	USPS PO - CERTIFIED MAIL	11/01/2023	11.65	05/24	603-23-70-5921-221
Total 0000 11/01/23:					106.65		
0001 11/01/2	1	Invoice	K9 TRAINING-PRITCHARD/MOAB-OCTOBER	11/01/2023	917.41	05/24	214-21-21-5110-231

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
0001 11/01/2	2	Invoice	HALLOWEEN CANDY-PD	11/01/2023	141.05	05/24	100-21-21-5110-318
Total 0001 11/01/23:					1,058.46		
0003 11/01/2	1	Invoice	CREXENDO-OD POOL	11/01/2023	11.26	05/24	100-22-42-5242-230
0003 11/01/2	2	Invoice	CREXENDO-SENIOR CENTER/RSVP	11/01/2023	22.51	05/24	100-22-42-5280-230
Total 0003 11/01/23:					33.77		
0004 11/01/2	1	Invoice	GFOA MEMBERSHIP RENEWAL-WOLFGRAM	11/01/2023	15.30	05/24	100-24-14-5435-232
0004 11/01/2	2	Invoice	GFOA MEMBERSHIP RENEWAL-WOLFGRAM	11/01/2023	110.50	05/24	601-23-80-5926-232
0004 11/01/2	3	Invoice	GFOA MEMBERSHIP RENEWAL-WOLFGRAM	11/01/2023	34.00	05/24	602-23-80-5926-232
0004 11/01/2	4	Invoice	GFOA MEMBERSHIP RENEWAL-WOLFGRAM	11/01/2023	10.20	05/24	603-23-80-5926-232
0004 11/01/2	5	Invoice	CAR WASH FROM OVERSPRAY-ROD	11/01/2023	6.96	05/24	601-23-80-5935-314
0004 11/01/2	6	Invoice	CAR WASH FROM OVERSPRAY-ROD	11/01/2023	6.95	05/24	602-23-80-5935-314
0004 11/01/2	7	Invoice	ICMA ANNUAL CONF-ORTIZ	11/01/2023	234.29	05/24	100-24-12-5430-232
0004 11/01/2	8	Invoice	ICMA ANNUAL CONF-ORTIZ	11/01/2023	644.29	05/24	601-23-81-5926-232
0004 11/01/2	9	Invoice	ICMA ANNUAL CONF-ORTIZ	11/01/2023	146.43	05/24	602-23-81-5926-232
0004 11/01/2	10	Invoice	ICMA ANNUAL CONF-ORTIZ	11/01/2023	146.43	05/24	603-23-81-5926-232
0004 11/01/2	11	Invoice	PARKING PASS ICMA CONF-ORTIZ	11/01/2023	7.00	05/24	100-24-12-5430-232
0004 11/01/2	12	Invoice	PARKING PASS ICMA CONF-ORTIZ	11/01/2023	19.25	05/24	601-23-81-5926-232
0004 11/01/2	13	Invoice	PARKING PASS ICMA CONF-ORTIZ	11/01/2023	4.37	05/24	602-23-81-5926-232
0004 11/01/2	14	Invoice	PARKING PASS ICMA CONF-ORTIZ	11/01/2023	4.38	05/24	603-23-81-5926-232
0004 11/01/2	15	Invoice	ICMA MEAL -ORTIZ	11/01/2023	5.29	05/24	100-24-12-5430-232
0004 11/01/2	16	Invoice	ICMA MEAL -ORTIZ	11/01/2023	14.56	05/24	601-23-81-5926-232
0004 11/01/2	17	Invoice	ICMA MEAL -ORTIZ	11/01/2023	3.31	05/24	602-23-81-5926-232
0004 11/01/2	18	Invoice	ICMA MEAL -ORTIZ	11/01/2023	3.31	05/24	603-23-81-5926-232
0004 11/01/2	19	Invoice	HALLOWEEN TRICK OR TREAT CANDY	11/01/2023	41.80	05/24	100-21-22-5140-318
0004 11/01/2	20	Invoice	HALLOWEEN TRICK OR TREAT CANDY	11/01/2023	41.80	05/24	100-22-42-5210-318
0004 11/01/2	21	Invoice	HALLOWEEN TRICK OR TREAT CANDY	11/01/2023	41.80	05/24	204-23-30-5310-318
0004 11/01/2	22	Invoice	HALLOWEEN TRICK OR TREAT CANDY	11/01/2023	41.80	05/24	601-23-52-5588-318
0004 11/01/2	23	Invoice	HALLOWEEN TRICK OR TREAT CANDY	11/01/2023	3.76	05/24	100-24-12-5430-316
0004 11/01/2	24	Invoice	HALLOWEEN TRICK OR TREAT CANDY	11/01/2023	27.18	05/24	601-23-81-5921-316
0004 11/01/2	25	Invoice	HALLOWEEN TRICK OR TREAT CANDY	11/01/2023	8.36	05/24	602-23-81-5921-316
0004 11/01/2	26	Invoice	HALLOWEEN TRICK OR TREAT CANDY	11/01/2023	2.56	05/24	603-23-81-5921-316
0004 11/01/2	27	Invoice	HALLOWEEN TRICK OR TREAT CANDY	11/01/2023	8.36	05/24	100-24-14-5435-316
0004 11/01/2	28	Invoice	HALLOWEEN TRICK OR TREAT CANDY	11/01/2023	23.00	05/24	601-23-81-5921-316
0004 11/01/2	29	Invoice	HALLOWEEN TRICK OR TREAT CANDY	11/01/2023	5.23	05/24	602-23-80-5921-316
0004 11/01/2	30	Invoice	HALLOWEEN TRICK OR TREAT CANDY	11/01/2023	5.22	05/24	603-23-80-5921-316
0004 11/01/2	31	Invoice	IMFOA FALL CONFERENCE - BONJOUR	11/01/2023	21.56	05/24	100-24-14-5436-232
0004 11/01/2	32	Invoice	IMFOA FALL CONFERENCE - BONJOUR	11/01/2023	155.73	05/24	601-23-80-5926-232
0004 11/01/2	33	Invoice	IMFOA FALL CONFERENCE - BONJOUR	11/01/2023	47.92	05/24	602-23-80-5926-232
0004 11/01/2	34	Invoice	IMFOA FALL CONFERENCE - BONJOUR	11/01/2023	14.37	05/24	603-23-80-5926-232
0004 11/01/2	35	Invoice	UBER CREDIT - ORTIZ	11/01/2023	2.82	05/24	100-24-12-5430-232
0004 11/01/2	36	Invoice	UBER CREDIT - ORTIZ	11/01/2023	7.74	05/24	601-23-81-5926-232
0004 11/01/2	37	Invoice	UBER CREDIT - ORTIZ	11/01/2023	1.76	05/24	602-23-81-5926-232
0004 11/01/2	38	Invoice	UBER CREDIT - ORTIZ	11/01/2023	1.76	05/24	603-23-81-5926-232
0004 11/01/2	39	Invoice	IOWA LEAGUE OF CITIES WORKSHOP-WOL	11/01/2023	4.50	05/24	100-24-14-5435-231
0004 11/01/2	40	Invoice	IOWA LEAGUE OF CITIES WORKSHOP-WOL	11/01/2023	32.50	05/24	601-23-80-5926-231
0004 11/01/2	41	Invoice	IOWA LEAGUE OF CITIES WORKSHOP-WOL	11/01/2023	10.00	05/24	602-23-80-5926-231
0004 11/01/2	42	Invoice	IOWA LEAGUE OF CITIES WORKSHOP-WOL	11/01/2023	3.00	05/24	603-23-80-5926-231
Total 0004 11/01/2023:					1,943.19		
0221 11/01/2	1	Invoice	LIGHTER FOR EXTINGUISHER TRAINING	11/01/2023	5.34	05/24	100-21-22-5140-231
Total 0221 11/01/23:					5.34		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
0312 11/01/2	1	Invoice	CAR WASH FROM OVERSPRAY	11/01/2023	2.78	05/24	100-24-12-5430-314
0312 11/01/2	2	Invoice	CAR WASH FROM OVERSPRAY	11/01/2023	7.65	05/24	601-23-81-5935-314
0312 11/01/2	3	Invoice	CAR WASH FROM OVERSPRAY	11/01/2023	1.74	05/24	602-23-81-5935-314
0312 11/01/2	4	Invoice	CAR WASH FROM OVERSPRAY	11/01/2023	1.74	05/24	603-23-81-5935-314
Total 0312 11/01/23:					13.91		
0320 11/01/2	1	Invoice	TRAINING EXPENSES-OCTOBER #681	11/01/2023	131.08	05/24	100-21-21-5110-231
Total 0320 11/01/23:					131.08		
0338 11/01/2	1	Invoice	IOWA RURAL WATER CONFERENCE-CHAMB	11/01/2023	253.44	05/24	602-23-61-5926-232
0338 11/01/2	2	Invoice	IOWA RURAL WATER-MEAL EXPENSE-CHAM	11/01/2023	50.36	05/24	602-23-61-5926-232
0338 11/01/2	3	Invoice	IOWA RURAL WATER-MEAL EXPENSE-CHAM	11/01/2023	11.42	05/24	602-23-61-5926-232
0338 11/01/2	4	Invoice	IAMU -ALTOONA CONFERENCE -KNOWLES	11/01/2023	265.00	05/24	602-23-61-5926-231
Total 0338 11/01/23:					580.22		
0346 11/01/2	1	Invoice	MEAL EXPENSE-CONFERENCE-BERTRAN	11/01/2023	31.45	05/24	100-24-18-5470-232
Total 0346 11/01/23:					31.45		
6555 11/01/2	1	Invoice	MEAL EXPENSE-DCI LAB MEETING #625	11/01/2023	27.35	05/24	100-21-21-5110-232
6555 11/01/2	2	Invoice	CPM CLASS #625	11/01/2023	7.50	05/24	100-21-21-5110-231
6555 11/01/2	3	Invoice	CPM CLASS #625	11/01/2023	7.50	05/24	100-21-21-5110-231
Total 6555 11/01/23:					42.35		
Total CARD SERVICES (140):					3,946.42		
CENTRAL IOWA BLDG SUPPLY (1298)							
1018203	1	Invoice	1" S40 BLK THREADED CAP	09/20/2023	61.48	05/24	602-23-61-5651-226
Total 1018203:					61.48		
1018684	1	Invoice	CR SQ 1X26" -DRILL HOLE	10/23/2023	48.75	05/24	602-23-62-5662-318
Total 1018684:					48.75		
1018767	1	Invoice	REPAIR RAILING ON BANK ST BRIDGE	10/27/2023	360.24	05/24	204-23-30-5310-226
Total 1018767:					360.24		
1018830	1	Invoice	SMALL NITROGEN EXCHANGE	11/01/2023	34.00	05/24	601-23-52-5588-318
Total 1018830:					34.00		
1018882	1	Invoice	4- SNOW BLADES	11/03/2023	300.00	05/24	100-22-42-5210-314
Total 1018882:					300.00		
1018912	1	Invoice	2 - 4" OD x 11ga ERW 8'	11/07/2023	115.26	05/24	601-23-52-5588-318
Total 1018912:					115.26		
Total CENTRAL IOWA BLDG SUPPLY (1298):					919.73		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
CENTRAL IOWA DISTRIBUTING, INC (153)							
01003179	1	Invoice	JANITORIAL SUPPLIES @ WATERPLANT	11/09/2023	235.00	05/24	602-23-61-5642-318
Total 01003179:					235.00		
Total CENTRAL IOWA DISTRIBUTING, INC (153):					235.00		
CENTURY LINK (4614)							
E65-4065 11/	1	Invoice	ALARM CIRCUIT LINE	11/01/2023	148.00	05/24	100-21-22-5140-230
Total E65-4065 11/01/23:					148.00		
Total CENTURY LINK (4614):					148.00		
COLUMN SOFTWARE PBC (7826)							
D1EC1C38-0	1	Invoice	CM-WORK SESSION 10/17/2023	10/24/2023	59.36	05/24	100-24-14-5435-210
Total D1EC1C38-0053:					59.36		
D1EC1C38-0	1	Invoice	PH NOTICE - FAIRMEADOW DR PROJECT	10/25/2023	59.36	05/24	525-23-30-5310-210
Total D1EC1C38-0054:					59.36		
Total COLUMN SOFTWARE PBC (7826):					118.72		
CONAWAY, BILL (189)							
110623	1	Invoice	METER RELOCATION REBATE	11/06/2023	500.00	05/24	601-23-51-5930-982
Total 110623:					500.00		
Total CONAWAY, BILL (189):					500.00		
CORN BELT POWER COOP, INC. (197)							
16571	1	Invoice	TAPE READINGS & REPORTS	11/09/2023	40.00	05/24	601-23-51-5566-299
Total 16571:					40.00		
Total CORN BELT POWER COOP, INC. (197):					40.00		
COUNSEL (3995)							
24AR125479	1	Invoice	PRINTER CONTRACT - PD DEPT	10/30/2023	33.19	05/24	100-21-21-5110-225
Total 24AR1254792:					33.19		
24AR127382	1	Invoice	PRINTER CONTRACT - CEMETERY	11/03/2023	37.64	05/24	100-23-42-5371-299
Total 24AR1273826:					37.64		
24AR127382	1	Invoice	PRINTER CONTRACT - INSPECTION	11/03/2023	33.37	05/24	100-21-18-5190-225
Total 24AR1273827:					33.37		
24AR127382	1	Invoice	PRINTER CONTRACT - LINE DEPT	11/03/2023	29.13	05/24	601-23-52-5931-225
Total 24AR1273828:					29.13		
24AR127382	1	Invoice	PRINTER CONTRACT - FULLER HALL	11/03/2023	70.12	05/24	100-22-42-5233-299

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 24AR1273829:					70.12		
24AR128646	1	Invoice	PRINTER CONTRACT - WATER DEPT	11/08/2023	40.46	05/24	602-23-61-5931-225
Total 24AR1286465:					40.46		
24AR129615	1	Invoice	PRINTER CONTRACT - FINANCE/UTILITY OF	11/13/2023	6.86	05/24	100-24-14-5435-225
24AR129615	2	Invoice	PRINTER CONTRACT - FINANCE/UTILITY OF	11/13/2023	49.57	05/24	601-23-80-5931-225
24AR129615	3	Invoice	PRINTER CONTRACT - FINANCE/UTILITY OF	11/13/2023	15.25	05/24	602-23-80-5931-225
24AR129615	4	Invoice	PRINTER CONTRACT - FINANCE/UTILITY OF	11/13/2023	4.58	05/24	603-23-80-5931-225
Total 24AR1296156:					76.26		
24AR129681	1	Invoice	PRINTER CONTRACT - STREET DEPT	11/13/2023	40.31	05/24	204-23-30-5310-225
Total 24AR1296819:					40.31		
24AR129923	1	Invoice	PRINTER CONTRACT - IT	11/14/2023	4.07	05/24	100-24-16-5420-299
24AR129923	2	Invoice	PRINTER CONTRACT - IT	11/14/2023	14.93	05/24	601-24-16-5935-299
24AR129923	3	Invoice	PRINTER CONTRACT - IT	11/14/2023	4.07	05/24	602-24-16-5935-299
24AR129923	4	Invoice	PRINTER CONTRACT - IT	11/14/2023	4.07	05/24	603-24-16-5935-299
Total 24AR1299235:					27.14		
Total COUNSEL (3995):					387.62		
CTS LANGUAGE LINK (6323)							
253903	1	Invoice	TELE LANGUAGE TRANSLATION/PD	11/01/2023	416.81	05/24	100-21-21-5110-299
253903	2	Invoice	TELE LANGUAGE TRANSLATION/UTILITIES	11/01/2023	4.28	05/24	601-23-80-5930-299
Total 253903:					421.09		
Total CTS LANGUAGE LINK (6323):					421.09		
CULLIGAN FORT DODGE (207)							
103123	1	Invoice	AIRPORT-SOFT WATER SERVICE	10/31/2023	133.65	05/24	205-23-45-5372-299
Total 103123:					133.65		
Total CULLIGAN FORT DODGE (207):					133.65		
DAILY FREEMAN JOURNAL, INC. (211)							
000130 10/3	1	Invoice	RECYCLING ADV	10/31/2023	188.80	05/24	100-23-30-5340-235
000130 10/3	2	Invoice	MY HOMETOWN - OCTOBER 2023	10/31/2023	99.00	05/24	100-24-12-5430-223
000130 10/3	3	Invoice	MY HOMETOWN - OCTOBER 2023	10/31/2023	272.25	05/24	601-23-81-5921-223
000130 10/3	4	Invoice	MY HOMETOWN - OCTOBER 2023	10/31/2023	61.87	05/24	602-23-81-5921-223
000130 10/3	5	Invoice	MY HOMETOWN - OCTOBER 2023	10/31/2023	61.88	05/24	603-23-81-5921-223
Total 000130 10/31/23:					683.80		
111323	1	Invoice	FH SUBSCRIPTION/DFJ 52 WEEKS	11/13/2023	197.60	05/24	100-22-42-5233-215
Total 111323:					197.60		
L09070 10/2	1	Invoice	CM 10/16/2023	10/26/2023	340.48	05/24	100-24-14-5435-210

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total L09070 10/26/23:					340.48		
Total DAILY FREEMAN JOURNAL, INC. (211):					1,221.88		
DAKOTA SUPPLY GROUP (3498)							
S103225859.	1	Invoice	14FT - 12"X14' HEAVY WALL PVC SEWER PIP	11/06/2023	557.71	05/24	204-23-30-5330-318
Total S103225859.001:					557.71		
Total DAKOTA SUPPLY GROUP (3498):					557.71		
DELL MARKETING L.P. (221)							
10709711020	1	Invoice	REPLACEMENT LAPTOP FOR IT	11/08/2023	173.57	05/24	100-24-16-5420-317
10709711020	2	Invoice	REPLACEMENT LAPTOP FOR IT	11/08/2023	173.57	05/24	601-24-16-5921-317
10709711020	3	Invoice	REPLACEMENT LAPTOP FOR IT	11/08/2023	636.45	05/24	602-24-16-5921-317
10709711020	4	Invoice	REPLACEMENT LAPTOP FOR IT	11/08/2023	173.57	05/24	603-24-16-5921-317
Total 10709711020:					1,157.16		
Total DELL MARKETING L.P. (221):					1,157.16		
DGR ENGINEERING (5967)							
00263233	1	Invoice	ENG - PHASE 1 DIST IMPROVEMENTS #9-25-	09/19/2023	2,372.50	05/24	601-23-51-5566-871
Total 00263233:					2,372.50		
00263545	1	Invoice	ENG - PHASE 1 DIST IMPROVEMENTS #9-25-	10/18/2023	1,100.00	05/24	601-23-51-5566-871
Total 00263545:					1,100.00		
00263987	1	Invoice	ENG - COST OF SERVICE RATE STUDY	11/07/2023	131.00	05/24	601-23-36-5923-212
00263987	2	Invoice	ENG - COST OF SERVICE RATE STUDY	11/07/2023	235.80	05/24	601-23-51-5566-212
00263987	3	Invoice	ENG - COST OF SERVICE RATE STUDY	11/07/2023	1,572.00	05/24	601-23-52-5923-212
00263987	4	Invoice	ENG - COST OF SERVICE RATE STUDY	11/07/2023	471.60	05/24	601-23-80-5905-212
00263987	5	Invoice	ENG - COST OF SERVICE RATE STUDY	11/07/2023	209.60	05/24	601-23-81-5923-212
Total 00263987:					2,620.00		
00264590	1	Invoice	MISC ENG SVC - BRIGGS WOODS/SOLAR	11/10/2023	2,572.00	05/24	601-23-52-5588-212
Total 00264590:					2,572.00		
00264591	1	Invoice	ENG - REISNER SUBSTATION (#9-23-011)	11/10/2023	2,855.50	05/24	601-23-51-5562-871
Total 00264591:					2,855.50		
00264592	1	Invoice	ENG - 69kV TRANSMISSION IMPROVEMENT	11/10/2023	6,316.00	05/24	601-23-51-5566-871
Total 00264592:					6,316.00		
00264593	1	Invoice	ENG - PHASE 1 DIST IMPROVEMENTS #9-25-	11/10/2023	2,797.50	05/24	601-23-51-5566-871
Total 00264593:					2,797.50		
Total DGR ENGINEERING (5967):					20,633.50		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
DON'S PEST CONTROL (3349)							
6887	1	Invoice	PEST CONTROL/WATER PLANT	11/13/2023	50.00	05/24	602-23-61-5651-299
Total 6887:					50.00		
Total DON'S PEST CONTROL (3349):					50.00		
ECHO GROUP, INC. (6306)							
S010231140.	1	Invoice	BLACK, RED, BLUE, W/WHITE STRIP #12 TH	10/26/2023	798.27	05/24	601-23-52-5588-318
Total S010231140.007:					798.27		
Total ECHO GROUP, INC. (6306):					798.27		
ED M. FELD EQUIPMENT COMPANY (255)							
0430325-IN	1	Invoice	CONG MEALS KITCHEN INSPECTION	10/27/2023	292.30	05/24	100-22-42-5280-299
Total 0430325-IN:					292.30		
Total ED M. FELD EQUIPMENT COMPANY (255):					292.30		
EMPLOYEE BENEFIT SYSTEMS (4707)							
000040440	1	Invoice	HEALTH INSURANCE - DECEMBER 2023	11/06/2023	5,265.05	05/24	902-11100
000040440	2	Invoice	HEALTH INSURANCE - DECEMBER 2023	11/06/2023	109,129.84	05/24	902-11215
Total 000040440:					114,394.89		
Total EMPLOYEE BENEFIT SYSTEMS (4707):					114,394.89		
ENDRESS+HAUSER, INC. (7754)							
6002482184	1	Invoice	1 - PC XD21US-1082/0-WATERPLANT	08/30/2023	1,389.00	05/24	602-23-61-5642-318
Total 6002482184:					1,389.00		
Total ENDRESS+HAUSER, INC. (7754):					1,389.00		
FLETCHER-REINHARDT SERVICE COMPANY (305)							
S1308775.00	1	Invoice	50 - FUSE KEARNEY 10 AMP	11/02/2023	238.08	05/24	601-23-52-5588-318
Total S1308775.002:					238.08		
S1308775.00	1	Invoice	50 - FUSE KEARNEY 7 AMP	11/10/2023	238.08	05/24	601-23-52-5588-318
Total S1308775.003:					238.08		
S1311576.00	1	Invoice	COVER, SPLICE UP TO 4-1/2" LONG	10/30/2023	196.27	05/24	601-23-52-5588-318
Total S1311576.001:					196.27		
S1311926.00	1	Invoice	1000FT WIRE URD TRIPLEX 600V UNDERGR	11/02/2023	2,621.50	05/24	601-23-52-5935-871
Total S1311926.001:					2,621.50		
Total FLETCHER-REINHARDT SERVICE COMPANY (305):					3,293.93		
GERBER AUTO ELECTRIC (342)							
143060	1	Invoice	MTP H-6 BATTERY - PD	09/26/2023	227.85	05/24	100-21-21-5110-314

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 143060:					227.85		
143119	1	Invoice	AC SERVICE - 2018 TAHOE PD	09/29/2023	470.82	05/24	100-21-21-5110-314
Total 143119:					470.82		
143183	1	Invoice	REPLACE ENGINE-2019 TAHOE #2	10/23/2023	9,911.44	05/24	100-21-21-5110-314
Total 143183:					9,911.44		
143259	1	Invoice	TIRE ROTATION/OIL 2022 RAM PD	10/27/2023	87.81	05/24	100-21-21-5110-314
Total 143259:					87.81		
143344	1	Invoice	REPLACE AC CONDENSER-2019 TAHOE #4	10/20/2023	1,255.22	05/24	100-21-21-5110-314
Total 143344:					1,255.22		
Total GERBER AUTO ELECTRIC (342):					11,953.14		
GORDON FLESCH COMPANY (6978)							
IN14437169	1	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	11/06/2023	11.40	05/24	100-24-12-5430-225
IN14437169	2	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	11/06/2023	31.35	05/24	601-23-81-5931-225
IN14437169	3	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	11/06/2023	7.13	05/24	602-23-81-5931-225
IN14437169	4	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	11/06/2023	7.13	05/24	603-23-81-5931-225
IN14437169	5	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	11/06/2023	5.13	05/24	100-24-14-5435-225
IN14437169	6	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	11/06/2023	37.05	05/24	601-23-80-5931-225
IN14437169	7	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	11/06/2023	11.40	05/24	602-23-80-5931-225
IN14437169	8	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	11/06/2023	3.42	05/24	603-23-80-5931-225
IN14437169	9	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	11/06/2023	4.85	05/24	100-24-30-5380-225
IN14437169	10	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	11/06/2023	4.84	05/24	601-24-30-5380-225
IN14437169	11	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	11/06/2023	4.84	05/24	602-24-30-5380-225
IN14437169	12	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	11/06/2023	4.84	05/24	603-24-30-5380-225
IN14437169	13	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	11/06/2023	18.81	05/24	100-21-18-5190-225
IN14437169	14	Invoice	C5550i-PRINTER/COPIER-MGR'S OFFICE	11/06/2023	18.81	05/24	100-24-18-5470-225
Total IN14437169:					171.00		
Total GORDON FLESCH COMPANY (6978):					171.00		
GREENFIELDS OUTDOOR FITNESS, INC. (7840)							
S24990	1	Invoice	EAST TWIN PARK FITNESS EQUIPMENT	11/06/2023	165.00	05/24	100-22-42-5210-318
Total S24990:					165.00		
Total GREENFIELDS OUTDOOR FITNESS, INC. (7840):					165.00		
HACH COMPANY (362)							
13804671	1	Invoice	BUFFER SOLUTION-WATER PLANT	11/02/2023	61.50	05/24	602-23-61-5642-319
Total 13804671:					61.50		
Total HACH COMPANY (362):					61.50		
HAWKINS, INC. (3668)							
6617234	1	Invoice	CHLORINE/LPC-DP/LPC-AM/SODIUM ALUMI	11/02/2023	10,529.97	05/24	602-23-61-5641-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 6617234:					10,529.97		
Total HAWKINS, INC. (3668):					10,529.97		
HOLMES MURPHY & ASSOCIATES, LLC (5556)							
736386	1	Invoice	HOLMES MURPHY FEES-NOV 2023	11/06/2023	2,450.00	05/24	902-11215
Total 736386:					2,450.00		
Total HOLMES MURPHY & ASSOCIATES, LLC (5556):					2,450.00		
HOTSYS EQUIPMENT COMPANY, INC. (411)							
65318	1	Invoice	REPAIR ON CEMETERY HOTSYS	11/02/2023	194.78	05/24	100-23-42-5371-226
Total 65318:					194.78		
Total HOTSYS EQUIPMENT COMPANY, INC. (411):					194.78		
HY-VEE ACCOUNTS RECEIVABLE (424)							
4865305440	1	Invoice	TRAINING SUPPLIES	10/18/2023	10.04	05/24	100-24-12-5430-231
4865305440	2	Invoice	TRAINING SUPPLIES	10/18/2023	27.61	05/24	601-23-81-5926-231
4865305440	3	Invoice	TRAINING SUPPLIES	10/18/2023	6.27	05/24	602-23-81-5926-231
4865305440	4	Invoice	TRAINING SUPPLIES	10/18/2023	6.28	05/24	603-23-81-5926-231
Total 4865305440:					50.20		
4865461582	1	Invoice	TRAINING SUPPLIES	10/22/2023	4.12	05/24	100-24-12-5430-231
4865461582	2	Invoice	TRAINING SUPPLIES	10/22/2023	11.34	05/24	601-23-81-5926-231
4865461582	3	Invoice	TRAINING SUPPLIES	10/22/2023	2.57	05/24	602-23-81-5926-231
4865461582	4	Invoice	TRAINING SUPPLIES	10/22/2023	2.58	05/24	603-23-81-5926-231
Total 4865461582:					20.61		
4865515750	1	Invoice	TRAINING SUPPLIES	10/23/2023	6.39	05/24	100-24-12-5430-231
4865515750	2	Invoice	TRAINING SUPPLIES	10/23/2023	17.58	05/24	601-23-81-5926-231
4865515750	3	Invoice	TRAINING SUPPLIES	10/23/2023	3.99	05/24	602-23-81-5926-231
4865515750	4	Invoice	TRAINING SUPPLIES	10/23/2023	4.00	05/24	603-23-81-5926-231
Total 4865515750:					31.96		
4865592499	1	Invoice	TRAINING SUPPLIES	10/26/2023	6.19	05/24	100-24-12-5430-231
4865592499	2	Invoice	TRAINING SUPPLIES	10/26/2023	17.03	05/24	601-23-81-5926-231
4865592499	3	Invoice	TRAINING SUPPLIES	10/26/2023	3.87	05/24	602-23-81-5926-231
4865592499	4	Invoice	TRAINING SUPPLIES	10/26/2023	3.87	05/24	603-23-81-5926-231
Total 4865592499:					30.96		
4865861355	1	Invoice	SENIOR BINGO	11/02/2023	26.97	05/24	100-22-42-5233-318
Total 4865861355:					26.97		
Total HY-VEE ACCOUNTS RECEIVABLE (424):					160.70		
IOWA COMMUNICATIONS NETWORK (7419)							
682956	1	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	11/02/2023	45.20	05/24	100-24-16-5420-299
682956	2	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	11/02/2023	45.20	05/24	204-24-16-5930-299
682956	3	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	11/02/2023	45.20	05/24	601-24-16-5935-299

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
682956	4	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	11/02/2023	45.20	05/24	602-24-16-5935-299
682956	5	Invoice	ICN CONNECTION FEES FOR ALL CITY RADI	11/02/2023	45.20	05/24	603-24-16-5935-299
Total 682956:					226.00		
Total IOWA COMMUNICATIONS NETWORK (7419):					226.00		
IOWA MUSEUM ASSOCIATION (2941)							
4708	1	Invoice	ASSOCIATION MEMBERSHIP RENEWAL	11/02/2023	60.00	05/24	100-22-42-5221-215
Total 4708:					60.00		
Total IOWA MUSEUM ASSOCIATION (2941):					60.00		
IOWA ONE CALL (485)							
255480	1	Invoice	ONE CALL SERVICES	10/25/2023	64.90	05/24	601-23-52-5930-299
255480	2	Invoice	ONE CALL SERVICES	10/25/2023	29.80	05/24	602-23-62-5662-299
255480	3	Invoice	ONE CALL SERVICES	10/25/2023	29.80	05/24	603-23-71-5662-299
Total 255480:					124.50		
Total IOWA ONE CALL (485):					124.50		
IOWA UTILITIES BOARD (461)							
60175	1	Invoice	IUB & OCA REMAINING ASSESSMENT	11/01/2023	3,668.00	05/24	601-23-52-5930-299
Total 60175:					3,668.00		
Total IOWA UTILITIES BOARD (461):					3,668.00		
ITSavvy LLC (5472)							
01462790	1	Invoice	NEW REPLACEMENT SERVER RACK UPSs	11/10/2023	590.38	05/24	100-24-16-5420-317
01462790	2	Invoice	NEW REPLACEMENT SERVER RACK UPSs	11/10/2023	590.38	05/24	601-24-16-5921-317
01462790	3	Invoice	NEW REPLACEMENT SERVER RACK UPSs	11/10/2023	2,164.70	05/24	602-24-16-5921-317
01462790	4	Invoice	NEW REPLACEMENT SERVER RACK UPSs	11/10/2023	590.38	05/24	603-24-16-5921-317
Total 01462790:					3,935.84		
01463257	1	Invoice	BACK- UPS PRO 1500-FULLER HALL	11/14/2023	291.38	05/24	100-22-42-5233-318
Total 01463257:					291.38		
Total ITSavvy LLC (5472):					4,227.22		
K.C. NIELSEN, LTD (6609)							
10640428	1	Invoice	GRASS MULCHING ATTACHMENT	10/18/2023	619.53	05/24	100-22-42-5210-314
Total 10640428:					619.53		
10642026	1	Invoice	GRASS MULCHING ATTACHMENT/DEFLECT	10/21/2023	246.10	05/24	100-22-42-5210-314
Total 10642026:					246.10		
10644607	1	Invoice	MOWER BLADE	10/27/2023	25.89	05/24	100-22-42-5210-314
Total 10644607:					25.89		
111423	1	Invoice	JOHN DEERE COMMERCIAL MOWER W/SNO	11/14/2023	36,950.00	05/24	100-22-42-5210-515

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 111423:					36,950.00		
Total K.C. NIELSEN, LTD (6609):					37,841.52		
KQWC RADIO STATION (553)							
0068 11/01/2	1	Invoice	RECYCLING ADS	11/01/2023	162.84	05/24	100-23-30-5340-235
Total 0068 11/01/23:					162.84		
Total KQWC RADIO STATION (553):					162.84		
LINCOLN AQUATICS (6202)							
42161245	1	Invoice	ULTRAFLYTE GUARD CHAIR	11/10/2023	5,254.17	05/24	100-22-42-5242-310
Total 42161245:					5,254.17		
Total LINCOLN AQUATICS (6202):					5,254.17		
LOUGHRY, PAT (4032)							
110923	1	Invoice	ENERGY EFFICIENCY REBATE	11/09/2023	250.00	05/24	601-23-36-5930-979
110923	2	Invoice	CORN BELT ENERGY EFFICIENCY REBATE	11/09/2023	150.00	05/24	601-23-53-5930-979
Total 110923:					400.00		
Total LOUGHRY, PAT (4032):					400.00		
LUNA, ELIZABETH (7850)							
111523	1	Invoice	METER DEPOSIT REFUND	11/15/2023	250.00	05/24	601-21011
Total 111523:					250.00		
Total LUNA, ELIZABETH (7850):					250.00		
MACQUEEN EQUIPMENT (5144)							
W04413	1	Invoice	SERVICE CALL - ST SWEEPER #8	10/26/2023	1,286.18	05/24	100-23-30-5350-227
Total W04413:					1,286.18		
Total MACQUEEN EQUIPMENT (5144):					1,286.18		
MENARDS (622)							
00797	1	Invoice	20 AMP GFCI BREAKER	11/03/2023	83.85	05/24	100-22-42-5233-318
00797	2	Invoice	1" METAL CONDUIT	11/03/2023	10.20	05/24	100-22-42-5221-318
Total 00797:					94.05		
97615CM	1	Invoice	REBATE INVOICE #97615	10/26/2023	32.18-	05/24	602-23-61-5642-318
Total 97615CM:					32.18-		
97715CM	1	Invoice	REBATE INVOICE #97715	10/26/2023	7.40-	05/24	602-23-61-5642-318
Total 97715CM:					7.40-		
Total MENARDS (622):					54.47		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
MIDWEST INJECTIONS, INC (7186)							
2676	1	Invoice	HAUL 533,655 GAL SLUDGE @ \$.0675	11/14/2023	36,021.71	05/24	603-23-70-5653-299
Total 2676:					36,021.71		
Total MIDWEST INJECTIONS, INC (7186):					36,021.71		
MISSISSIPPI LIME COMPANY (652)							
1699609	1	Invoice	QUICKLIME 24.210T 11/14/23	11/14/2023	6,681.96	05/24	602-23-61-5641-318
Total 1699609:					6,681.96		
Total MISSISSIPPI LIME COMPANY (652):					6,681.96		
MOORE CLEANING SERVICE, LLC (2902)							
111323	1	Invoice	CLEANING SERVICES FOR CITY HALL	11/13/2023	455.00	05/24	100-24-36-5480-299
111323	2	Invoice	CLEANING SERVICES FOR CITY HALL	11/13/2023	325.00	05/24	601-23-36-5480-299
111323	3	Invoice	CLEANING SERVICES FOR CITY HALL	11/13/2023	260.00	05/24	602-23-36-5480-299
111323	4	Invoice	CLEANING SERVICES FOR CITY HALL	11/13/2023	260.00	05/24	603-23-36-5480-299
Total 111323:					1,300.00		
Total MOORE CLEANING SERVICE, LLC (2902):					1,300.00		
MUNICIPAL SUPPLY, INC. (672)							
0890661-IN	1	Invoice	2 - 6"X15" SS REPAIR CLAMP 1 - 6"X20" SS R	11/07/2023	1,079.57	05/24	602-23-62-5662-318
Total 0890661-IN:					1,079.57		
Total MUNICIPAL SUPPLY, INC. (672):					1,079.57		
NCL OF WISCONSIN, INC. (687)							
495436	1	Invoice	MIXES & SOLUTIONS-WASTEWATER	11/08/2023	234.01	05/24	603-23-70-5642-319
Total 495436:					234.01		
Total NCL OF WISCONSIN, INC. (687):					234.01		
PLATINUM CONNECT, LLC. (7663)							
1012429	1	Invoice	TELEPHONE SERVICE	11/01/2023	8.98	05/24	100-24-12-5430-230
1012429	2	Invoice	TELEPHONE SERVICE	11/01/2023	24.70	05/24	601-23-81-5921-230
1012429	3	Invoice	TELEPHONE SERVICE	11/01/2023	5.61	05/24	602-23-81-5921-230
1012429	4	Invoice	TELEPHONE SERVICE	11/01/2023	5.61	05/24	603-23-81-5921-230
1012429	5	Invoice	TELEPHONE SERVICE	11/01/2023	4.04	05/24	100-24-14-5435-230
1012429	6	Invoice	TELEPHONE SERVICE	11/01/2023	29.19	05/24	601-23-80-5903-230
1012429	7	Invoice	TELEPHONE SERVICE	11/01/2023	8.98	05/24	602-23-80-5921-230
1012429	8	Invoice	TELEPHONE SERVICE	11/01/2023	2.69	05/24	603-23-80-5921-230
1012429	9	Invoice	TELEPHONE SERVICE	11/01/2023	11.23	05/24	100-24-30-5380-230
1012429	10	Invoice	TELEPHONE SERVICE	11/01/2023	11.23	05/24	601-24-30-5380-230
1012429	11	Invoice	TELEPHONE SERVICE	11/01/2023	11.23	05/24	602-24-30-5380-230
1012429	12	Invoice	TELEPHONE SERVICE	11/01/2023	11.23	05/24	603-24-30-5380-230
1012429	13	Invoice	TELEPHONE SERVICE	11/01/2023	44.89	05/24	100-23-42-5371-230
1012429	14	Invoice	TELEPHONE SERVICE	11/01/2023	44.89	05/24	601-23-52-5588-230
1012429	15	Invoice	TELEPHONE SERVICE	11/01/2023	44.89	05/24	100-22-42-5233-230
1012429	16	Invoice	TELEPHONE SERVICE	11/01/2023	44.89	05/24	204-23-30-5310-230
1012429	17	Invoice	TELEPHONE SERVICE	11/01/2023	44.88	05/24	603-23-70-5642-230
1012429	18	Invoice	TELEPHONE SERVICE	11/01/2023	44.88	05/24	602-23-61-5642-230
1012429	19	Invoice	TELEPHONE SERVICE	11/01/2023	18.85	05/24	100-21-22-5140-230

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
1012429	20	Invoice	TELEPHONE SERVICE	11/01/2023	140.60	05/24	100-21-21-5110-230
Total 1012429:					563.49		
Total PLATINUM CONNECT, LLC. (7663):					563.49		
PRAIRIE ENERGY COOPERATIVE (768)							
22685 11/06/	1	Invoice	AIRPORT ELECTRICITY/FIVE METERS	11/06/2023	521.49	05/24	205-23-45-5372-237
Total 22685 11/06/23:					521.49		
Total PRAIRIE ENERGY COOPERATIVE (768):					521.49		
SANDRY FIRE SUPPLY (834)							
INV-031106	1	Invoice	AIR COMPRESSOR-PER QUOTE	10/26/2023	68,883.43	05/24	100-21-22-5140-515
Total INV-031106:					68,883.43		
INV-031156	1	Invoice	AIR COMPRESSOR-PER QUOTE	10/30/2023	1,595.00	05/24	100-21-22-5140-515
Total INV-031156:					1,595.00		
Total SANDRY FIRE SUPPLY (834):					70,478.43		
SCHNEIDER, PALMER (4357)							
110823	1	Invoice	ENERGY EFFICIENCY REBATE	11/08/2023	250.00	05/24	601-23-36-5930-979
Total 110823:					250.00		
Total SCHNEIDER, PALMER (4357):					250.00		
SCS ENGINEERS, AR DEPT (7852)							
0483985	1	Invoice	ENG SVC - AIR CURTAIN INCINCERATOR	10/31/2023	1,800.00	05/24	100-22-42-5210-880
Total 0483985:					1,800.00		
Total SCS ENGINEERS, AR DEPT (7852):					1,800.00		
SHUTTLEWORTH & INGERSOLL, P.L.C. (6731)							
4556979	1	Invoice	PROFESSIONAL SVCS/PINHOLE LEAKS	11/09/2023	352.00	05/24	602-23-61-5930-212
Total 4556979:					352.00		
Total SHUTTLEWORTH & INGERSOLL, P.L.C. (6731):					352.00		
SIOUX SALES COMPANY (5795)							
194269	1	Invoice	REPLACEMENT RIFLE FOR PATROL	11/02/2023	724.00	05/24	100-21-21-5110-231
Total 194269:					724.00		
Total SIOUX SALES COMPANY (5795):					724.00		
SKARSHAUG TESTING LAB, INC. (878)							
272494	1	Invoice	CLEAN & TEST GLOVES & SLEEVES	10/25/2023	936.46	05/24	601-23-52-5935-227
Total 272494:					936.46		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total SKARSHAUG TESTING LAB, INC. (878):					936.46		
SMITTY'S LAWN & LANDSCAPE (7768)							
142470	1	Invoice	TREES - LINCOLN DRIVE	11/07/2023	1,134.93	05/24	525-23-30-5310-299
Total 142470:					1,134.93		
Total SMITTY'S LAWN & LANDSCAPE (7768):					1,134.93		
SNYDER & ASSOCIATES (2951)							
122.1674.01-	1	Invoice	ENG - STORMWATER SYSTEM STUDY	09/28/2023	21,250.25	05/24	204-23-30-5330-880
Total 122.1674.01-2:					21,250.25		
122.1674.01-	1	Invoice	ENG - STORMWATER SYSTEM STUDY	10/31/2023	14,607.00	05/24	204-23-30-5330-880
Total 122.1674.01-3:					14,607.00		
123.0071.01-	1	Invoice	ENG - ON-CALL, GEN SVC	10/31/2023	245.00	05/24	100-24-30-5380-212
123.0071.01-	2	Invoice	ENG - ON-CALL, GEN SVC	10/31/2023	245.00	05/24	601-24-30-5380-212
123.0071.01-	3	Invoice	ENG - ON-CALL, GEN SVC	10/31/2023	245.00	05/24	602-24-30-5380-212
123.0071.01-	4	Invoice	ENG - ON-CALL, GEN SVC	10/31/2023	245.00	05/24	603-24-30-5380-212
123.0071.01-	5	Invoice	ENG - KWIK STAR DEV	10/31/2023	1,079.00	05/24	100-24-18-5470-212
Total 123.0071.01-9:					2,059.00		
123.0256.01-	1	Invoice	ENG - SPLASH PAD # 9-24-001	10/31/2023	1,544.00	05/24	100-22-42-5210-880
Total 123.0256.01-5:					1,544.00		
123.1117.01-	1	Invoice	ENG - 2024 HMA ST IMPROVEMENT # 9-24-0	10/31/2023	15,878.90	05/24	525-23-30-5310-212
Total 123.1117.01-1:					15,878.90		
Total SNYDER & ASSOCIATES (2951):					55,339.15		
SOMVONG, RIKKI (7843)							
110623	1	Invoice	CUSTOMER DEPOSIT REFUND	11/06/2023	31.45	05/24	601-21011
Total 110623:					31.45		
Total SOMVONG, RIKKI (7843):					31.45		
SPECTRUM ADVANTAGE LLC (6779)							
23-00-1069-1	1	Invoice	CREDIT FIBER OPTIC SPLICING - AMI 9/27/2	10/30/2023	3,112.06-	05/24	601-23-52-5588-871
23-00-1069-1	2	Invoice	CREDIT FIBER OPTIC SPLICING - AMI 9/27/2	10/30/2023	3,112.06-	05/24	602-23-62-5935-870
23-00-1069-1	3	Invoice	FIBER OPTIC SPLICING - AMI	10/30/2023	2,081.76	05/24	601-23-52-5588-871
23-00-1069-1	4	Invoice	FIBER OPTIC SPLICING - AMI	10/30/2023	2,081.76	05/24	602-23-62-5935-870
23-00-1069-1	5	Invoice	FIBER OPTIC SPLICING - SCHOOL FIBER RE	10/30/2023	4,960.60	05/24	601-23-52-5588-318
Total 23-00-1069-1:					2,900.00		
23-00-1071	1	Invoice	FIBER OPTIC SPLICING - FIRE	10/31/2023	1,048.00	05/24	100-21-22-5140-310
Total 23-00-1071:					1,048.00		
23-00-1072	1	Invoice	FIBER OPTIC SPLICING - AMI (CITY HALL TO	10/31/2023	593.00	05/24	601-23-52-5588-871
23-00-1072	2	Invoice	FIBER OPTIC SPLICING - AMI (CITY HALL TO	10/31/2023	593.00	05/24	602-23-61-5935-870

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 23-00-1072:					1,186.00		
23-00-1073	1	Invoice	FIBER OPTIC SPLICING - LINE TO HWY 20 T	10/31/2023	568.00	05/24	601-23-51-5566-299
Total 23-00-1073:					568.00		
23-00-1074	1	Invoice	FIBER OPTIC SPLICING - WWTP (WWTP TO	10/31/2023	1,088.00	05/24	603-23-70-5652-860
Total 23-00-1074:					1,088.00		
Total SPECTRUM ADVANTAGE LLC (6779):					6,790.00		
STATE HYGIENIC LABORATORY (423)							
267798	1	Invoice	WASTEWATER TESTING	10/31/2023	1,892.00	05/24	603-23-70-5923-212
Total 267798:					1,892.00		
267799	1	Invoice	WATER PLANT TESTING	10/31/2023	193.50	05/24	602-23-61-5651-299
Total 267799:					193.50		
Total STATE HYGIENIC LABORATORY (423):					2,085.50		
STEIN HEATING & COOLING, INC. (5576)							
15849	1	Invoice	WINTERIZE OUTDOOR SWIMMING POOL	11/03/2023	368.48	05/24	100-22-42-5242-226
Total 15849:					368.48		
Total STEIN HEATING & COOLING, INC. (5576):					368.48		
TELLO, BRITINGAM (7844)							
110623	1	Invoice	CUSTOMER DEPOSIT REFUND	11/06/2023	10.77	05/24	601-21011
Total 110623:					10.77		
Total TELLO, BRITINGAM (7844):					10.77		
THE TILE PROS, INC. (2701)							
15380	1	Invoice	E TWIN WATER FILL STATION	11/06/2023	16,784.69	05/24	100-22-42-5210-880
Total 15380:					16,784.69		
Total THE TILE PROS, INC. (2701):					16,784.69		
THE TRASHMAN, LLC (943)							
751-1803	1	Invoice	TRASH SERVICE/FUEL SURCHARGE	10/31/2023	26.95	05/24	100-24-36-5480-236
751-1803	2	Invoice	TRASH SERVICE/FUEL SURCHARGE	10/31/2023	19.25	05/24	601-23-36-5480-236
751-1803	3	Invoice	TRASH SERVICE/FUEL SURCHARGE	10/31/2023	15.40	05/24	602-23-36-5480-236
751-1803	4	Invoice	TRASH SERVICE/FUEL SURCHARGE	10/31/2023	15.40	05/24	603-23-36-5480-236
751-1803	5	Invoice	TRASH SERVICE/FUEL SURCHARGE	10/31/2023	77.00	05/24	100-22-42-5280-236
751-1803	6	Invoice	TRASH SERVICE/FUEL SURCHARGE	10/31/2023	44.00	05/24	204-23-30-5310-236
751-1803	7	Invoice	TRASH SERVICE/FUEL SURCHARGE	10/31/2023	16.50	05/24	100-21-22-5140-236
751-1803	8	Invoice	TRASH SERVICE/FUEL SURCHARGE	10/31/2023	77.00	05/24	100-22-42-5233-236
751-1803	9	Invoice	TRASH SERVICE/FUEL SURCHARGE	10/31/2023	44.00	05/24	601-23-52-5588-236
751-1803	10	Invoice	TRASH SERVICE/FUEL SURCHARGE	10/31/2023	44.00	05/24	603-23-70-5642-236
751-1803	11	Invoice	TRASH SERVICE/FUEL SURCHARGE	10/31/2023	44.00	05/24	100-22-42-5210-236
751-1803	12	Invoice	TRASH SERVICE/FUEL SURCHARGE	10/31/2023	44.00	05/24	602-23-61-5642-236

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
751-1803	13	Invoice	TRASH SERVICE/FUEL SURCHARGE	10/31/2023	44.00	05/24	205-23-45-5372-236
Total 751-1803:					511.50		
751-1804	1	Invoice	DROP BOX CHARGES/EXTRA SVC	10/31/2023	236.00	05/24	100-23-30-5340-235
Total 751-1804:					236.00		
751-1805	1	Invoice	CURB RECYCLING - OCTOBER 2023	10/31/2023	13,089.71	05/24	100-23-30-5340-235
Total 751-1805:					13,089.71		
Total THE TRASHMAN, LLC (943):					13,837.21		
TMI SERVICES, INC. (954)							
15290	1	Invoice	PORTABLE TOILET RENTALS-LYNX AVE/N.T	11/01/2023	180.49	05/24	100-22-42-5210-299
15290	2	Invoice	HANDICAP PORTABLE TOILET RENTAL-MUL	11/01/2023	130.00	05/24	100-22-42-5221-299
Total 15290:					310.49		
Total TMI SERVICES, INC. (954):					310.49		
TOLLE AUTOMOTIVE, INC. (3188)							
23122	1	Invoice	DRIVERSIDE REAR TIRE REPAIR	11/07/2023	36.14	05/24	601-23-52-5935-227
Total 23122:					36.14		
Total TOLLE AUTOMOTIVE, INC. (3188):					36.14		
TOWN & COUNTRY INSURANCE (959)							
6850	1	Invoice	INSURANCE COVERAGE-METER & STREET	11/01/2023	519.50	05/24	207-23-30-5350-216
6850	2	Invoice	INSURANCE COVERAGE-METER & STREET	11/01/2023	259.75	05/24	602-23-80-5924-216
6850	3	Invoice	INSURANCE COVERAGE-METER & STREET	11/01/2023	259.75	05/24	601-23-80-5924-216
Total 6850:					1,039.00		
Total TOWN & COUNTRY INSURANCE (959):					1,039.00		
UNITED COOPERATIVE (979)							
10522	1	Invoice	PROPANE FOR AIRPORT/T533A & T533B	10/30/2023	1,015.00	05/24	205-23-45-5372-234
Total 10522:					1,015.00		
10867	1	Invoice	GAS REPORT	10/05/2023	1,487.57	05/24	100-21-21-5110-315
10867	2	Invoice	GAS REPORT	10/05/2023	161.92	05/24	100-21-22-5140-315
10867	3	Invoice	GAS REPORT	10/05/2023	463.22	05/24	204-23-30-5310-315
10867	4	Invoice	GAS REPORT	10/05/2023	124.92	05/24	603-23-70-5935-315
10867	5	Invoice	GAS REPORT	10/05/2023	79.85	05/24	602-23-61-5935-315
10867	6	Invoice	GAS REPORT	10/05/2023	21.42	05/24	603-23-80-5926-232
10867	7	Invoice	GAS REPORT	10/05/2023	43.68	05/24	100-21-18-5190-315
10867	8	Invoice	GAS REPORT	10/05/2023	823.49	05/24	601-23-52-5935-315
10867	9	Invoice	GAS REPORT	10/05/2023	90.14	05/24	601-23-80-5935-315
10867	10	Invoice	GAS REPORT	10/05/2023	90.14	05/24	602-23-80-5935-315
10867	11	Invoice	GAS REPORT	10/05/2023	4.43	05/24	100-22-42-5233-315
10867	12	Invoice	GAS REPORT	10/05/2023	284.75	05/24	100-22-42-5210-315
10867	13	Invoice	GAS REPORT	10/05/2023	284.75	05/24	100-23-42-5371-315
10867	14	Invoice	GAS REPORT	10/05/2023	322.76	05/24	100-24-14-5435-315

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 10867:					4,283.04		
10993	1	Invoice	GAS REPORT	10/18/2023	1,050.09	05/24	100-21-21-5110-315
10993	2	Invoice	GAS REPORT	10/18/2023	56.61	05/24	100-21-22-5140-315
10993	3	Invoice	GAS REPORT	10/18/2023	121.19	05/24	204-23-30-5310-315
10993	4	Invoice	GAS REPORT	10/18/2023	116.46	05/24	603-23-70-5935-315
10993	5	Invoice	GAS REPORT	10/18/2023	109.22	05/24	602-23-61-5935-315
10993	6	Invoice	GAS REPORT	10/18/2023	49.62	05/24	603-23-80-5926-232
10993	7	Invoice	GAS REPORT	10/18/2023	29.43	05/24	100-21-18-5190-315
10993	8	Invoice	GAS REPORT	10/18/2023	433.90	05/24	601-23-52-5935-315
10993	9	Invoice	GAS REPORT	10/18/2023	56.48	05/24	601-23-80-5935-315
10993	10	Invoice	GAS REPORT	10/18/2023	56.48	05/24	602-23-80-5935-315
10993	11	Invoice	GAS REPORT	10/18/2023	9.98	05/24	100-22-42-5233-315
10993	12	Invoice	GAS REPORT	10/18/2023	324.43	05/24	100-22-42-5210-315
10993	13	Invoice	GAS REPORT	10/18/2023	324.43	05/24	100-23-42-5371-315
10993	14	Invoice	GAS REPORT	10/18/2023	180.69	05/24	100-24-14-5435-315
Total 10993:					2,919.01		
10994	1	Invoice	DIESEL REPORT	10/18/2023	60.64	05/24	100-21-22-5140-315
10994	2	Invoice	DIESEL REPORT	10/18/2023	2,849.71	05/24	204-23-30-5310-315
10994	3	Invoice	DIESEL REPORT	10/18/2023	212.07	05/24	602-23-61-5935-315
10994	4	Invoice	DIESEL REPORT	10/18/2023	1,184.33	05/24	601-23-52-5935-315
10994	5	Invoice	DIESEL REPORT	10/18/2023	2.70	05/24	100-22-42-5233-315
10994	6	Invoice	DIESEL REPORT	10/18/2023	47.43	05/24	100-22-42-5210-315
10994	7	Invoice	DIESEL REPORT	10/18/2023	47.43	05/24	100-23-42-5371-315
10994	8	Invoice	DIESEL REPORT	10/18/2023	758.45	05/24	100-24-14-5435-315
Total 10994:					5,162.76		
Total UNITED COOPERATIVE (979):					13,379.81		
WEBSTER CITY TRUE VALUE (2155)							
172439	1	Invoice	BOLTS/FASTENERS/FILTER	11/01/2023	283.93	05/24	603-23-70-5642-318
Total 172439:					283.93		
172452	1	Invoice	HAND SANITIZER-WWTP	11/02/2023	9.58	05/24	603-23-70-5642-318
Total 172452:					9.58		
172539	1	Invoice	HEX BUSHING/COUPLING-WWTP	11/06/2023	15.86	05/24	603-23-70-5642-318
Total 172539:					15.86		
172568	1	Invoice	BOLTS & FASTENERS	11/07/2023	22.95	05/24	100-21-30-5120-318
Total 172568:					22.95		
172579	1	Invoice	EXTRACTOR SUPPLIES-FD	11/07/2023	4.29	05/24	100-21-22-5140-318
Total 172579:					4.29		
172583	1	Invoice	BOLTS & FASTENERS	11/07/2023	35.88	05/24	100-21-30-5120-318
Total 172583:					35.88		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
172625	1	Invoice	BOLTS & FASTENERS	11/09/2023	24.22	05/24	100-21-30-5120-318
Total 172625:					24.22		
Total WEBSTER CITY TRUE VALUE (2155):					396.71		
WEISBERG IMPLEMENT (6364)							
22879	1	Invoice	16 - 3/4 16X2 G8 BOLTS	10/30/2023	55.84	05/24	601-23-52-5588-318
Total 22879:					55.84		
Total WEISBERG IMPLEMENT (6364):					55.84		
WEST, DEVIN (5049)							
111523	1	Invoice	ENERGY EFFICIENCY REBATE	11/15/2023	29.64	05/24	601-23-36-5930-979
111523	2	Invoice	CORN BELT EE RESIDENTIAL REBATE	11/15/2023	25.00	05/24	601-23-53-5930-979
Total 111523:					54.64		
Total WEST, DEVIN (5049):					54.64		
ZIEGLER, INC. (1071)							
IN001229036	1	Invoice	PARTS/MATERIALS FOR ST	10/29/2023	96.36	05/24	204-23-30-5310-314
Total IN001229036:					96.36		
Total ZIEGLER, INC. (1071):					96.36		
Total 11/20/2023:					514,510.88		
Grand Totals:					592,867.14		

Report GL Period Summary

GL Period	Amount
05/24	592,867.14
Grand Totals:	592,867.14

Vendor number hash: 737719
Vendor number hash - split: 1436609
Total number of invoices: 196
Total number of transactions: 435

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	592,867.14	592,867.14
Grand Totals:	592,867.14	592,867.14

FUND LIST TOTALS FOR BILLS November 20, 2023

<u>Account</u>	<u>Fund</u>	<u>Total Amount</u>
100	General	188,558.66
204	Road Use Tax Funds	45,296.49
205	Airport Fund	1,714.14
207	Property/Liability Insurance	519.50
214	K9 Trust SP Rev Trust Fund	917.41
525	Street Improvement	17,073.19
601	Electric Utility	121,179.10
602	Water Utility	29,522.04
603	Sewer Fund	69,355.66
902	Medical/Flex	<u>118,730.95</u>
	Grand Total	592,867.14

WASTEWATER TREATMENT PLANT REPORT FOR THE MONTH OF OCTOBER 2023

	MONTH October	Year to Date 2023	MONTH October	Year to Date 2022	
Total gallons flow	31,130,000	351,329,000	23,726,000	334,539,000	gal
Average daily flow	1,004,000		765,000		gal/da
Percentage treated	100		100		%
Total gallons raw sludge	95,715	866,770	137,790	903,873	gal
Total gallons digested sludge out	0		0		gal
Total gallons sludge transferred to storage tank	76,140		68,620		gal
Total gallons supernatant returned	48,435		9,687		gal
Methane gas produced	0		0		cu.ft.
Average effluent CBOD (25 mg/l aver. 40 mg/l max.)	8.8		23.38		mg/l
Number of days max. limit was exceeded	0		0		da
Average % removal	97.8		78		%
Average effluent suspended solids (30 mg/l aver. 45 mg/l max.)	7.3		14.22		mg/l
Number of days max. limit was exceeded	0		0		da
Average percent removal	97.6		91.9		%
Average effluent ammonia nitrogen Oct 1.0 mg/l average, 15.7 mg/l max. limitation)	<1		<1		mg/l
Number of days max. limit was exceeded	0		0		da

WATER PLANT REPORT FOR THE MONTH OF OCTOBER 2023

(Production Month- September 2023 Billing Month (Due) - October 2023)

	MONTH October	Year to Date 2023	MONTH October	Year to Date 2022
Total Gallons Pumped from Wells(Inf)	27,687,000	275,602,000	23,708,000	254,344,000
Average Gallons Pumped	(893,129)		(764,774)	
Gallons for Sludge	75,200	742,600	56,400	723,800
Total Gallons to Water Plant	27,611,800	274,859,400	23,651,600	253,620,200
Gallons to Distribution System From From Water Plant (Effluent reading)	28,115,000	278,971,000	27,778,000	280,601,000
TOTAL TO SYSTEM - CUBIC FEET	3,758,429	37,292,996	3,713,378	37,510,895
Billed by Clerk's Office to Customers Cubic Feet	2,426,900	26,538,900	2,746,900	25,591,800
Billed by City Departments Cubic Feet	346,700	3,333,800	318,000	3,061,200
Used by City Departments, but not billed-estimated Cubic Feet				
Fire	0	0	0	0
Meter	0	0	0	0
Sew. Disp.	0	0	0	0
Street,Water,SewerDistribution,Line est (main breaks,hydrant flush,sewer, valve rpr,w.tower, line dept	13,368	103,823	13,368	193,534
Water Plant filter backwash	26,310	502,459	85,988	826,268
Ground storage tank loss				
Recreation-Drink.Fount.	4,547	26,988	4,547	26,988
Cemetery	400	2,400	400	2,400
Change in Distribution System	0	0	0	0
Used by Contractor	0	0	0	0
CUBIC FEET UNACCOUNTED FOR	940,204	6,784,626	544,175	7,808,705
Percentage of Unaccounted for	25.02%	18.19%	14.65%	20.82%

NOTE: 32 loads of lime sludge
hauled to farm ground

NOTE: 24 loads of lime sludge
hauled to farm ground

REMARKS:

WATER UTILITY PRODUCTION SALES & USAGE 2023

Prod Mo.	Billing Month (Due)	Month to Distribution System C/F	Month Billed & Unbilled Usage C/F	Month Unaccounted For C/F	Month Unaccounted For %	Yr to Date To Distribution System C/F	Yr to Date Billed & Unbilled C/F	Yr To Date Unaccounted For C/F	Yr To Date Unaccounted For %
Dec	Jan 2023	3,407,918	2,692,282	715,636	21.00%	3,407,918	2,692,282	715,636	21.00%
Jan	Feb 2023	3,279,852	2,588,413	691,439	21.08%	6,687,770	5,280,695	1,407,075	21.04%
Feb	Mar 2023	2,899,531	2,480,000	419,531	14.47%	9,587,301	7,760,695	1,826,606	19.05%
Mar	Apr 2023	3,410,725	2,842,397	568,328	16.66%	12,998,026	10,603,092	2,394,934	18.43%
Apr	May 2023	3,499,222	2,690,953	808,269	23.10%	16,497,249	13,294,045	3,203,204	19.42%
May	Jun 2023	3,906,012	3,389,714	516,298	13.22%	20,403,261	16,683,759	3,719,502	18.23%
June	July 2023	4,073,781	3,275,802	797,979	19.59%	24,477,042	19,959,561	4,517,481	18.46%
July	Aug 2023	4,272,564	3,410,692	861,872	20.17%	28,749,606	23,370,253	5,379,353	18.71%
Aug	Sep 2023	4,784,961	4,319,892	465,069	9.72%	33,534,567	27,690,145	5,844,422	17.43%
Sep	Oct 2023	3,758,429	2,818,225	940,204	25.02%	37,292,996	30,508,370	6,784,626	18.19%
Oct	Nov 2023								
Nov	Dec 2023								

TOTALS 37,292,995 30,508,370 6,784,625

Billings & Usage
By Type of
Service-C/F

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

Previous
Year

Previous
Year
Produced

	Commercial	Industrial	City Depts.	Residential	Not metered	Total		
Jan 2023	631,400	412,300	228,800	1,347,600	72,182	2,692,282	2,679,166	3,301,642
Feb 2023	703,000	387,700	205,000	1,230,900	61,813	2,588,413	2,792,850	3,440,269
Mar 2023	634,000	387,900	232,000	1,129,200	96,900	2,480,000	2,779,262	3,268,623
Apr 2023	728,300	452,300	351,100	1,187,400	123,297	2,842,397	2,695,110	3,734,500
May 2023	725,400	384,700	268,900	1,258,600	53,353	2,690,953	2,762,762	3,933,283
Jun 2023	904,400	448,800	454,500	1,528,100	53,914	3,389,714	3,088,263	3,962,158
July 2023	856,000	477,800	425,900	1,452,200	63,902	3,275,802	3,037,822	4,049,451
Aug 2023	1,072,000	492,200	473,700	1,359,400	13,392	3,410,692	3,406,038	3,992,503
Sep 2023	1,793,100	537,200	347,200	1,590,100	52,292	4,319,892	3,291,714	4,115,088
Oct 2023	728,900	486,900	346,700	1,211,100	44,625	2,818,225	3,169,203	3,713,378
Nov 2023								
Dec 2023								

TOTALS 8,776,500 4,467,800 3,333,800 13,294,600 635,670 30,508,370 29,702,190 37,510,895

BILLING
AMOUNT

Commercial
Sales

Industrial
Sales

City Depts.
Sales

Residential
Sales

City Depts
Not Sold

TOTAL
SALES

PREVIOUS
YEAR

Jan 2023	\$41,424.30	\$19,109.83	\$10,313.82	\$138,279.32	N/C	\$209,127.27	\$ 186,420.29
Feb 2023	\$44,432.12	\$18,112.26	\$9,358.26	\$131,010.69	N/C	\$202,913.33	\$ 188,139.16
Mar 2023	\$41,314.90	\$18,123.96	\$10,440.96	\$124,517.20	N/C	\$194,397.02	\$ 153,471.79
Apr 2023	\$45,643.31	\$20,748.14	\$15,297.73	\$128,137.46	N/C	\$209,826.64	\$ 186,057.09
May 2023	\$46,490.85	\$17,588.98	\$12,048.50	\$132,933.97	N/C	\$209,062.30	\$ 189,977.53
Jun 2023	\$53,473.94	\$20,215.05	\$20,051.54	\$143,671.29	N/C	\$237,411.82	\$ 202,903.98
July 2023	\$51,368.92	\$21,393.26	\$18,490.40	\$145,023.73	N/C	\$236,276.31	\$ 200,381.92
Aug 2023	\$61,645.56	\$22,366.10	\$20,867.70	\$141,210.74	N/C	\$246,090.10	\$ 242,449.34
Sep 2023	\$92,306.62	\$24,240.44	\$15,609.06	\$156,558.16	N/C	\$288,714.28	\$ 235,325.44
Oct 2023	\$47,289.24	\$22,146.68	\$15,496.28	\$131,441.40	N/C	\$216,373.60	\$ 229,592.58
Nov 2023							
Dec 2023							

TOTALS \$525,389.76 \$204,044.70 \$147,974.25 \$1,372,783.96 \$2,250,192.67 \$2,014,719.12

Number of
Customers

Commercial

Industrial

City Depts.

Residential

Previous
Year

Jan 2023	351	8	14	3,181	3,554	3,557
Feb 2023	351	8	14	3,171	3,544	3,551
Mar 2023	350	8	14	3,170	3,542	3,566
Apr 2023	356	8	16	3,179	3,559	3,558
May 2023	354	7	17	3,179	3,557	2,564
Jun 2023	354	7	17	3,185	3,563	2,563
July 2023	353	7	18	3,174	3,552	3,556
Aug 2023	356	7	18	3,178	3,559	3,580
Sept 2023	352	7	19	3,182	3,560	3,585
Oct 2023	353	7	19	3,179	3,558	3,556
Nov 2023						
Dec 2023						

CALLS FOR SERVICE

wcpd

10/1/2023 to 10/31/2023

Printed 11/13/2023

Alarm Actual/False	15
Animal Complaint	53
Assault	5
Assist Sheriffs Office	3
Assist VDMC	42
Assistance Public	112
Assist Other Agency	18
Burg/Breaking & Entering	1
Burning Complaint	3
Civil Disputes	3
Commercial/Resd Patrol	99
Criminal Trespass	7
DARE Activity	3
Debris/Street Problems	11
Directed Assignment	75
Domestic Disturbances	6
Downtown Foot Patrol	10
Driving Complaints	21
Escort	1
Escort/Funeral	3
Fire	5
Follow Up	41
Foot Patrol	6
Fraud	2
Harassment	4
K9 Activity	2
Lost/Found Property	11
Missing Person	1

Motor Vehicle Theft	2
Motorist Assist	9
Noise Complaints	11
Notification	4
Nuisance Calls	6
Open Window/Door	3
Operating While Intoxicat	1
Parking Violations	28
Project Awareness	8
Public Window Assist	39
School Foot Patrol	13
Sex Abuse	1
Signs/Signals	2
Staionary Patrol	3
Suspicious Activity	51
Theft	15
Tip	2
Traffic Control/School	24
Traffic Stop	107
Trees/Wires Down	1
Utility Problems	17
Vacation House Watch	3
Vandalism	6
Vehicle Unlock	17
Warrant Served	11
Welfare Check	9
TOTAL	956

All Violation Statistics By Date

Selection Criteria:

Violation Event Date From: 10/18/2023

Violation Event Date To: 10/31/2023

Back Office Review:

Total Events:	5965	
New Events:	479	
In Review:	0	
Total Events in Queue:	479	8,03%
Accepted Events:	3969	
Invalid Events:	1517	
Total Events Processed:	5486	91,97%

Law Enforcement Review:

New Violations:	0	
In Review:	0	
Violations in Queue:	0	0%
Accepted Violations:	3958	
Rejected Violations:	11	
Total Violations Processed:	3969	100%
Total Violations:	3969	

Citations:

Total Issued Citations: 3958

Conversion Rate:

Total Issued Citations / Total Events Processed: 72,15 %

FIRE DEPARTMENT REPORT

October 2023

ALARMS

<u>DATE</u>	<u>TIME</u>	<u>ADDRESS</u>	<u>TYPE OF SITUATION FOUND</u>	<u>CITY, MUTUAL AID, DISTRICT</u>
10-02	1341	255 East St.	Grass Fire	City
10-05	1114	3290 Hammond Ave	Corn Field Fire/ Cancelled	Mutual
10-6	1801	1611 Collins Ave	Co Detector	City
10-7	0215	411 Closz Dr.	Fire alarm malfunction	City
10-08	2202	1205 Second st.	House Fire	City
10-10	2053	2201 Des Moines st.	House Fire	City
10-14	2115	609 Oak Park Dr.	Gas Leak	City
10-22	1409	1001 Willson	Elevator Rescue	City
10-23	0446	2401 Des Moines St.	Smoke detector activation	City
10-23	1657	820 William St.	Unauthorized burning	City
10-23	1749	Dubuque St.	Rescue	City
10-26	2039	2300 Superior St.	Possible Gas Leak	City
10-27	0937	901 Bluff st.	Chimney fire	City
10-29	1438	1213 Meadow Ln.	House Fire	City

Year to Date Total = 123

October Total =14

City- =13

Mutual- =01

District- =00

TRAINING

	<u>TIME</u>	<u>TYPE OF TRAINING</u>	<u>HOURS</u>	<u>PERSONNEL</u>
<u>10-4</u>		Officer Meeting	2	10
<u>10-9</u>		Fire Drill- Vehicle Extrication	2	28
<u>10-23</u> <u>to 10-</u> <u>27</u>		Leadership training- Hayes, Estlund	40	2
10-23		Fire Drill- CPR	2	28
10-26		Fire Extinguisher training- City Personnel	2	6

Year to Date Total =1124

October Total = 184

INSPECTIONS

<u>DATE</u>	<u>BUSINESS</u>	<u>REASON FOR INSPECTION</u>
<u>10-3</u>	<u>NC Chiropractic</u>	<u>Annual</u>
	<u>Interior Spaces</u>	<u>Annual</u>
	Osweilers	<u>Annual</u>
	Neighborhood Realty	Annual
<u>10/23</u>	New gun shop inspection inquiries	Code Review

Year to Date Total = 47

October Total =05

MISCELLANEOUS

<u>DATE</u>	<u>TIME</u>	<u>EVENT</u>
10-1		Lawn care
10-3		Installed smoke and CO detectors
10-5		Assist Street Dept. w/ Sewer flushes- 2000 gallons
10-6		Rebuild boat together from repair
10-9		Fire Station tour for fire prevention week
10-10		Fire prevention at Asbury, Pleasantview
10-12		Fire prevention at St Thomas
10-13		Police officer fund raiser assistance
		Fire Prevention – St Pauls
10-17		Fire prevention- Riverside daycare
10-18		Fire prevention- Pleasant view, St. Pauls
10-19		Fire Prevention- home escape drawing contest
10-23		Morrison Grant submitted for Detectors
10-24		Put in new Air Compressor- Sandry
10-26		Safe Haven Research
10-27		Bids due for turnout gear at 10am/ Bid opening at City Hall
10-30		Flush of the month- 11,000 gallons
		Flow test for L31
10-31		Business Trick or Treat on main street

MEETING ROOM

<u>DATE</u>	<u>TIME</u>	<u>USED BY</u>
		<u>WCPD Meeting in training room</u>

**HAMILTON
COUNTY**

**SOLID WASTE
COMMISSION**

Serving:
BLAIRSBURG
ELLSWORTH
JEWELL
KAMRAR
RANDALL

STANHOPE
WEBSTER CITY
WILLIAMS
RURAL HAM. CO.

WEBSTER CITY, IOWA 50595

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

AGENDA

Regular Meeting

**2605 McMurray Avenue
1 ½ Miles Northwest of Kamrar, Iowa
7:00 P.M.
November 8, 2023**

1. Roll Call
2. Minutes of October 11, 2023
3. Approve Payment of Bills and Payrolls
4. Secretary-Treasurer's Financial Reports for October
5. Manager's Reports for October
6. Employee Appreciation Dinner
7. Set Holiday Hours
8. Accept Proposal for Audit Service
9. Open Discussion
10. Adjourn

REGULAR MEETING OF THE
HAMILTON COUNTY SOLID WASTE COMMISSION
MINUTES

A regular meeting of the Hamilton County Solid Waste Commission was held at the Transfer Station Office building on October 11, 2023 at 7:00 P.M. The meeting was called to order by Chairperson Dan Campidilli and roll being called, members were present as follows:

Kamrar-Jeanette Tempel
Hamilton County-Dan Campidilli
Jewell-Leo Reiter
Stanhope-Terry Painton

Williams-Dennis Frayne
Randall-Carlene Auestad

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

It was moved by Frayne and seconded by Painton that:

1. The Minutes of September 13, 2023 be approved.
2. The issuance of Payroll for the period ending September 8, 2023 and paid on September 15, 2023 in the amount of \$9,373.88 be approved.
3. The issuance of Payroll for the period ending September 22, 2023 and paid on September 29, 2023 in the amount of \$9,100.87 be approved.
4. Payment of Bills for September 2023 in the amount of \$89,701.93 be approved.
5. The Secretary-Treasurer's Report for September 2023 be approved.

Motion carried with six ayes, Blairsburg, Webster City, and Ellsworth absent.

It was moved by Auestad and seconded by Frayne to approve the Manager's Reports for September 2023.
Motion carried with six ayes, Blairsburg, Webster City, and Ellsworth absent.

It was moved by Painton and seconded by Reiter to approve the purchase of a semi tractor in the amount of \$150,000.
Motion carried with six ayes, Blairsburg, Webster City, and Ellsworth absent.

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

The Commission stood adjourned at 7:22 P.M.

Dan Campidilli, Chairperson

Cherie Ferguson, Secretary-Treasurer

Bills Approved 10/11/2023		
BLUE RIBBON PELHAM WATERS		\$34.00
BIRI BISHOP		\$19.83
BOMGAARS		\$389.59
CARD SERVICES		\$509.24
CARLENE AUESTAD		\$36.20
CINTAS		\$244.83
COOPERATIVE TELEPHONE EXCHANGE		\$138.99
DENNIS FRAYNE		\$34.89
EFTPS		\$4,056.86
HY-VEE		\$13.97
ICAP		\$16,220.00
IMWCA		\$644.00
IPERS		\$2,927.83
LEO REITER		\$27.03

LIBERTY TIRE		\$5,777.20
NCIARSWA		\$30,434.95
POSTMASTER		\$18.63
R & J MATERIAL HANDLING		\$2,933.74
TERRY KLAVER		\$10.00
TERRY PAINTON		\$35.27
THE TILE PROS		\$440.00
TREASURER OF STATE		\$930.11
UNITED COOPERATIVE		\$5,029.85
U.S. CELLULAR		\$109.94
WEBSTER CITY MUNICIPAL UTILITIES		\$377.57
WELLMARK		\$4,858.32
PAYROLL		\$13,449.09
Total		\$89,701.93

HCSW COMMISSION

Check Detail

October 12 - November 8, 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
FIRST STATE BANK CHECKING						
10/12/2023	Check	EFT	MY IOWA UI			-378.99
				3RD QTR 2023 UNEMPLOYMENT INSURANCE		378.99
10/12/2023	Check	EFT	TREASURER OF STATE			-2,251.31
				3RD QTR 2023 STATE WH		-2,251.31
10/12/2023	Check	EFT	TREASURER OF STATE			-402.08
				SEPTEMBER SALES TAX		-402.08
10/12/2023	Check	EFT	IPERS			-4,376.90
				SEPTEMBER 2023 IPERS		4,376.90
10/12/2023	Check	EFT	United States Treasury			-6,062.17
				SEPTEMBER FED/MED/FICA		6,062.17
10/31/2023	Check	12409	UNITED COOPERATIVE			-2,041.20
				DEISEL FUEL		2,041.20
11/01/2023	Check	EFT	WELLMARK			-4,858.32
				NOVEMBER HEALTH INSURANCE PREMIUM		4,858.32
OPERATING FUND						
10/13/2023	Payroll Check	12376	KEENAN L. ELLIOTT	Pay Period: 09/23/2023-10/06/2023		-1,388.16
				Gross Pay - This is not a legal pay stub		2,082.32
				Employer Taxes		159.31
				Employer Retirement Contribution		196.57
				Employer Health Ins. Contribution		455.47
				Health Insurance (taxable)		151.82
				IPERS DEDUCTION		0.00
				IPERS		130.98
				Health Insurance (company paid) - Company Contribution		455.47
				IPERS - Company Contribution		196.57
				IA Unemployment Taxes		0.00
				IA Income Tax		70.43
				Federal Taxes (941/943/944)		500.24
10/13/2023	Payroll Check	12377	CHERIE L FERGUSON	Pay Period: 09/23/2023-10/06/2023		-593.47
				Gross Pay - This is not a legal pay stub		734.93
				Employer Taxes		62.84
				Employer Retirement Contribution		69.38
				IPERS DEDUCTION		0.00
				IPERS		46.23
				IPERS - Company Contribution		69.38
				IA Unemployment Taxes		6.61
				IA Income Tax		6.86
				Federal Taxes (941/943/944)		144.60
10/13/2023	Payroll Check	12379	AARON A. PARK	Pay Period: 09/23/2023-10/06/2023		-1,215.15
				Gross Pay - This is not a legal pay stub		1,647.37
				Employer Taxes		126.03
				Employer Retirement Contribution		155.51
				Employer Health Ins. Contribution		455.47
				Health Insurance (taxable)		151.82
				IPERS		103.62

54 of 441

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				Health Insurance (taxable) - Company Contribution		455.47
				IPERS - Company Contribution		155.51
				IA Income Tax		48.73
				Federal Taxes (941/943/944)		254.08
10/13/2023	Payroll Check	12378	TERRY A KLAVER	Pay Period: 09/23/2023-10/06/2023		-2,155.07
				Gross Pay - This is not a legal pay stub		3,112.56
				Employer Taxes		238.11
				Employer Retirement Contribution		293.83
				Employer Health Ins. Contribution		455.47
				Health Insurance (taxable)		151.82
				IPERS DEDUCTION		0.00
				IPERS		195.78
				Health Insurance (taxable) - Company Contribution		0.00
				Health Insurance (company paid) - Company Contribution		455.47
				IPERS - Company Contribution		293.83
				IA Unemployment Taxes		0.00
				IA Income Tax		126.84
				Federal Taxes (941/943/944)		721.16
10/13/2023	Payroll Check	12380	NICK T. SCHUTT	Pay Period: 09/23/2023-10/06/2023		-1,086.65
				Gross Pay - This is not a legal pay stub		1,679.53
				Employer Taxes		143.61
				Employer Retirement Contribution		158.55
				Employer Health Ins. Contribution		455.47
				Health Insurance (taxable)		151.82
				IPERS DEDUCTION		0.00
				IPERS		105.64
				Health Insurance (taxable) - Company Contribution		0.00
				Health Insurance (company paid) - Company Contribution		455.47
				IPERS - Company Contribution		158.55
				IA Unemployment Taxes		15.12
				IA Income Tax		70.45
				Federal Taxes (941/943/944)		393.46
10/27/2023	Payroll Check	12403	CHERIE L FERGUSON	Pay Period: 10/07/2023-10/20/2023		-573.13
				Gross Pay - This is not a legal pay stub		706.88
				Employer Taxes		60.44
				Employer Retirement Contribution		66.73
				IPERS DEDUCTION		0.00
				IPERS		44.46
				IPERS - Company Contribution		66.73
				IA Unemployment Taxes		6.37
				IA Income Tax		5.71
				Federal Taxes (941/943/944)		137.65
10/27/2023	Payroll Check	12404	TERRY A KLAVER	Pay Period: 10/07/2023-10/20/2023		-2,155.06
				Gross Pay - This is not a legal pay stub		3,112.56
				Employer Taxes		238.12
				Employer Retirement Contribution		293.83
				Employer Health Ins. Contribution		455.47
				IPERS		195.78
				IPERS DEDUCTION		0.00
				Health Insurance (taxable)		151.82
				IPERS - Company Contribution		293.83
				Health Insurance (company paid) - Company Contribution		455.47
				Health Insurance (taxable) - Company Contribution		0.00
				IA Unemployment Taxes		0.00
				IA Income Tax		126.84
				Federal Taxes (941/943/944)		721.18
10/27/2023	Payroll Check	12406	NICK T. SCHUTT	Pay Period: 10/07/2023-10/20/2023		-1,044.36

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLR	AMOUNT
				Gross Pay - This is not a legal pay stub		1,618.65
				Employer Taxes		138.38
				Employer Retirement Contribution		152.80
				Employer Health Ins. Contribution		455.47
				IPERS		101.81
				Health Insurance (taxable)		151.82
				IPERS DEDUCTION		0.00
				IPERS - Company Contribution		152.80
				Health Insurance (company paid) - Company Contribution		455.47
				Health Insurance (taxable) - Company Contribution		0.00
				IA Unemployment Taxes		14.56
				IA Income Tax		67.20
				Federal Taxes (941/943/944)		377.28
10/27/2023	Payroll Check	12402	KEENAN L. ELLIOTT	Pay Period: 10/07/2023-10/20/2023		-1,542.22
				Gross Pay - This is not a legal pay stub		2,315.98
				Employer Taxes		177.17
				Employer Retirement Contribution		218.63
				Employer Health Ins. Contribution		455.47
				Health Insurance (taxable)		151.82
				IPERS DEDUCTION		0.00
				IPERS		145.68
				Health Insurance (company paid) - Company Contribution		455.47
				IPERS - Company Contribution		218.63
				IA Unemployment Taxes		0.00
				IA Income Tax		82.91
				Federal Taxes (941/943/944)		570.52
10/27/2023	Payroll Check	12405	AARON A. PARK	Pay Period: 10/07/2023-10/20/2023		-1,007.50
				Gross Pay - This is not a legal pay stub		1,389.29
				Employer Taxes		106.28
				Employer Retirement Contribution		131.15
				Employer Health Ins. Contribution		455.47
				IPERS		87.39
				Health Insurance (taxable)		151.82
				IPERS - Company Contribution		131.15
				Health Insurance (taxable) - Company Contribution		455.47
				IA Income Tax		36.30
				Federal Taxes (941/943/944)		212.56

HCSW COMMISSION

Unpaid Bills

All Dates

DATE	NUM	DUE DATE	AMOUNT	OPEN BALANCE
BAUER TIRE & TAXIDERM LLC				
515-838-2477				
09/26/2023		10/06/2023	1,177.73	1,177.73
Total for BAUER TIRE & TAXIDERM LLC			\$1,177.73	\$1,177.73
BLUE RIBBON PELHAM WATERS				
10/31/2023	4748	11/10/2023	25.50	25.50
Total for BLUE RIBBON PELHAM WATERS			\$25.50	\$25.50
BOMGAARS				
10/16/2023		10/26/2023	402.32	402.32
Total for BOMGAARS			\$402.32	\$402.32
FREEMAN JOURNAL				
10/17/2023	05BF44BE-0007	11/17/2023	87.98	87.98
Total for FREEMAN JOURNAL			\$87.98	\$87.98
IMWCA				
11/01/2023	88224	12/01/2023	644.00	644.00
Total for IMWCA			\$644.00	\$644.00
IOWA FIRE CONTROL				
10/31/2023	179822	11/30/2023	228.00	228.00
Total for IOWA FIRE CONTROL			\$228.00	\$228.00
MIDWEST ELECTRONIC RECOVERY				
10/10/2023	15095	11/01/2023	1,355.70	1,355.70
Total for MIDWEST ELECTRONIC RECOVERY			\$1,355.70	\$1,355.70
NCIARSWA				
515-955-2781				
10/08/2023	100823-17	10/18/2023	16,195.16	16,195.16
10/29/2023	102923-AGR	11/08/2023	30,434.95	30,434.95
Total for NCIARSWA			\$46,630.11	\$46,630.11
OVERHEAD DOOR COMPANY OF WEBSTER COUNTY				
10/24/2023	61855	11/03/2023	518.52	518.52
Total for OVERHEAD DOOR COMPANY OF WEBSTER COUNTY			\$518.52	\$518.52
PRINTING SERVICES, INC.				
10/11/2023	705425	10/21/2023	405.71	405.71
Total for PRINTING SERVICES, INC.			\$405.71	\$405.71
REES TRUCK & TRAILER, INC				
10/05/2023	152864	10/15/2023	1,342.74	1,342.74
Total for REES TRUCK & TRAILER, INC			\$1,342.74	\$1,342.74
SCS ENGINEERS				
09/30/2023	0481724	10/10/2023	107.63	107.63
Total for SCS ENGINEERS			\$107.63	\$107.63
THE TILE PROS				
10/02/2023	1186	10/12/2023	451.00	451.00
Total for THE TILE PROS			\$451.00	\$451.00

DATE	NUM	DUE DATE	AMOUNT	OPEN BALANCE
WEBSTER CITY MUNICIPAL UTILITIES				
10/25/2023	19.741400.01	11/20/2023	108.18	108.18
10/25/2023	19.741300.01	11/20/2023	241.13	241.13
Total for WEBSTER CITY MUNICIPAL UTILITIES			\$349.31	\$349.31
WEBSTER CITY TRUE VALUE				
09/27/2023	171694	10/07/2023	80.26	80.26
Total for WEBSTER CITY TRUE VALUE			\$80.26	\$80.26
TOTAL			\$53,806.51	\$53,806.51

HCSW COMMISSION

A/R Aging Summary

As of October 31, 2023

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
AG FORCE	219.06					\$219.06
AG SOURCE	174.33					\$174.33
ALL SEASON GUTTERS	218.15					\$218.15
AMERICAN SANITATION	18,035.56					\$18,035.56
APPLIANCE PLUS	37.75					\$37.75
CHRIS MC NEIL PLUMBING					-34.20	\$ -34.20
CITY OF BLAIRSBURG	198.88				-0.01	\$198.87
CITY OF ELLSWORTH	574.04					\$574.04
CITY OF KAMRAR	218.53					\$218.53
CITY OF RANDALL	174.02					\$174.02
CITY OF STANHOPE	411.32					\$411.32
CITY OF WEBSTER CITY	8,935.85					\$8,935.85
CITY OF WILLIAMS	346.91					\$346.91
DAILY FREEMAN JOURNAL	17.02					\$17.02
DAVE SCOTT CONSTRUCTION	94.08					\$94.08
DAYTON DEVELOPMENT	43.40					\$43.40
FIRST STATE BANK	10.70					\$10.70
GERBER AUTO ELECTRIC					0.01	\$0.01
GILBERT FLOORING & PAINT	77.81					\$77.81
GOOD LIFE RV	177.63					\$177.63
HAMILTON COUNTY ENGINEER	261.38					\$261.38
J&C BUILDERS, LCC	566.40					\$566.40
JIM'S TREE SERVICE AND CONSTRUCTION	136.87					\$136.87
K & M AG	165.25					\$165.25
LEONARD MOSS ROOFING	524.96					\$524.96
MARY ANN'S SPECIALTY FOODS					-0.01	\$ -0.01
MCDOWELL & SONS CONTRACTORS, INC.	252.58					\$252.58
MERTZ ENGINEERING CO.	38.97					\$38.97
MIDWEST ECOSTRUCTION	343.86					\$343.86
NICK MURPHY CONSTRUCTION					-405.24	\$ -405.24
NORTH CENTRAL TURF	85.96					\$85.96
PETERSON CONSTRUCTION	30.88					\$30.88
REMINGTON SEEDS	120.18					\$120.18
SEAMLESS PROS LLC	2,835.31		123.39			\$2,958.70
SHAWN MORAN CONSTRUCTION	49.24					\$49.24
SIGN UP		-0.01				\$ -0.01
SOUTH HAMILTON COMMUNITY SCHOOL	86.00					\$86.00
STARK AG	22.53					\$22.53
T&T RENTALS					4.65	\$4.65
THE TRASH MAN	55,679.00					\$55,679.00
THOMPSON CONSTRUCTION	56.75					\$56.75
TILE PROS, INC.	238.37					\$238.37
TONY'S TIRE SERVICE, INC.					36.89	\$36.89
WASTE MANAGEMENT	247.27		151.83	2.74		\$401.84
WIDICK ROOFING	21.70			0.01	-0.01	\$21.70

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
ZATLOUKAL CONSTRUCTION	48.15					\$48.15
TOTAL	\$91,776.65	\$-0.01	\$275.22	\$2.75	\$-397.92	\$91,656.69

HCSW COMMISSION

Sales by Customer Summary

October 2023

	TOTAL
AG FORCE	204.72
AG SOURCE	213.72
ALL SEASON GUTTERS	203.88
AMERICAN SANITATION	18,035.56
APPLIANCE PLUS	35.28
CASH	17,234.78
CITY OF BLAIRSBURG	198.88
CITY OF ELLSWORTH	574.04
CITY OF JEWELL	1,374.08
CITY OF KAMRAR	202.27
CITY OF RANDALL	174.02
CITY OF STANHOPE	411.32
CITY OF WEBSTER CITY	8,935.85
CITY OF WILLIAMS	346.91
DAILY FREEMAN JOURNAL	30.60
DAVE SCOTT CONSTRUCTION	43.68
DAYTON DEVELOPMENT	40.56
FIRST STATE BANK	10.00
GILBERT FLOORING & PAINT	72.72
GOOD LIFE RV	166.00
HAMILTON COUNTY AUDITOR	4,071.39
HAMILTON COUNTY ENGINEER	261.38
J&C BUILDERS, LCC	332.28
JIM'S TREE SERVICE AND CONSTRUCTION	127.92
K & M AG	154.44
LEONARD MOSS ROOFING	490.62
MERTZ ENGINEERING CO.	93.00
MIDWEST ECOSTRUCTION	321.36
NICK MURPHY CONSTRUCTION	96.72
NORTH CENTRAL TURF	80.34
PETERSON CONSTRUCTION	28.86
REMINGTON SEEDS	112.32
SEAMLESS PROS LLC	1,502.28
SHAWN MORAN CONSTRUCTION	46.02
SOUTH HAMILTON COMMUNITY SCHOOL	86.00
STARK AG	21.06
THE TRASH MAN	55,679.00
THOMPSON CONSTRUCTION	53.04
TILE PROS, INC.	156.00
WASTE MANAGEMENT	144.30
WIDICK ROOFING	20.28
ZATLOUKAL CONSTRUCTION	45.00
TOTAL	\$112,432.48

HCSW COMMISSION

Profit and Loss

October 2023

	TOTAL
Income	
OPERATING FUND	
ASSESSMENTS	
GATE CHARGES	5,445.47
APPLIANCES	
C&D	380.00
CONCRETE	35,868.63
ELECTRONICS	25.36
MSW	161.00
PACKER	62,569.39
TIRES	408.00
TVS	512.00
	405.00
Total GATE CHARGES	100,329.38
SCRAP METAL SOLD	
	723.92
Total OPERATING FUND	106,498.77
POST CLOSURE RESERVE FUND	
INTEREST ON INVESTMENTS	
	20,960.90
Total POST CLOSURE RESERVE FUND	20,960.90
Services	
Unapplied Cash Payment Income	15.00
	-119.20
Total Income	\$127,355.47
GROSS PROFIT	
	\$127,355.47
Expenses	
Operating Fund Expenses	
Building Supplies	121.78
Cell Phone Service	109.94
COMMISSION FEES	232.79
Computer Service	160.00
Diesel Fuel/Fuel Oil	4,414.50
Drinking Water Service	34.00
Electricity	377.57
Gasoline	113.44
Insurance Expense	16,220.00
LEACHATE DISPOSAL	440.00
Meeting/Training Expenses	13.97
MISC EXPENSES	95.00
NCIARSWA Gate Fees	30,434.95

	TOTAL
Payroll Expenses	
Health Insurance	4,858.32
IPERS	4,376.90
Medicare & Social Security	6,062.17
Unemployment Insurance	378.99
Total Payroll Expenses	15,676.38
Phone & Internet Service	138.99
Safety Clothing and Equipment	140.80
TIRE REMOVAL	5,777.20
Uniform Service	153.91
Vehicle&Equip. Parts&Supplies	3,292.47
WORKERS' COMP INSURANCE	644.00
Total Operating Fund Expenses	78,591.69
Payroll Expenses	
Company Contributions	
Health Insurance	3,643.76
Retirement	1,736.98
Total Company Contributions	5,380.74
Taxes	1,450.29
Wages	18,400.07
Total Payroll Expenses	25,231.10
Total Expenses	\$103,822.79
NET OPERATING INCOME	\$23,532.68
Other Income	
Late Fee Income	1.09
Total Other Income	\$1.09
NET OTHER INCOME	\$1.09
NET INCOME	\$23,533.77

HCSW COMMISSION

Budget vs. Actuals: FY_2023_2024 - FY24 P&L

July - October, 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
OPERATING FUND	0.33		0.33	
ASSESSMENTS	21,640.63	64,781.00	-43,140.37	33.41 %
BAD CHECK FEES	-15.60		-15.60	
FARM INCOME		3,500.00	-3,500.00	
GAS TAX REFUND		50.00	-50.00	
GATE CHARGES	-547.97	1,100,000.00	-1,100,547.97	-0.05 %
APPLIANCES	2,510.00		2,510.00	
C&D	160,139.16		160,139.16	
CONCRETE	66.76		66.76	
ELECTRONICS	574.00		574.00	
LATEX PAINT	189.00		189.00	
MSW	247,419.41		247,419.41	
PACKER	2,422.00		2,422.00	
RCC FEES	0.01		0.01	
TIRES	2,621.50		2,621.50	
TVS	2,355.00		2,355.00	
Total GATE CHARGES	417,748.87	1,100,000.00	-682,251.13	37.98 %
INTEREST	717.46	13,000.00	-12,282.54	5.52 %
REFUNDS AND REIMBURSEMENTS		5,000.00	-5,000.00	
SCRAP METAL SOLD	2,463.92	6,000.00	-3,536.08	41.07 %
Total OPERATING FUND	442,555.61	1,192,331.00	-749,775.39	37.12 %
POST CLOSURE RESERVE FUND				
INTEREST ON INVESTMENTS	20,960.90	30,000.00	-9,039.10	69.87 %
Total POST CLOSURE RESERVE FUND	20,960.90	30,000.00	-9,039.10	69.87 %
Services	1,005.00		1,005.00	
TRANSFER STATION CD INTEREST		1,500.00	-1,500.00	
Unapplied Cash Payment Income	-165.41		-165.41	
Total Income	\$464,356.10	\$1,223,831.00	\$-759,474.90	37.94 %
GROSS PROFIT	\$464,356.10	\$1,223,831.00	\$-759,474.90	37.94 %
Expenses				
LANDFILL POST CLOSURE FUND				
CONSULTING ENGINEERING FEES	269.06	1,990.00	-1,720.94	13.52 %
OTHER DISBURSEMENTS	3,684.38	5,000.00	-1,315.62	73.69 %
Total LANDFILL POST CLOSURE FUND	3,953.44	6,990.00	-3,036.56	56.56 %
Operating Fund Expenses				
Attorney Fees		1,000.00	-1,000.00	
Audits		6,000.00	-6,000.00	
Bank Service Charges		100.00	-100.00	
Building and Fixture Repairs		75,000.00	-75,000.00	
Building Supplies	522.06	2,000.00	-1,477.94	26.10 %
Cell Phone Service	425.98	1,400.00	-974.02	30.43 %
Change Fund		50.00	-50.00	

TOTAL				
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
COMMISSION FEES	683.79	2,000.00	-1,316.21	34.19 %
Computer Service	435.00	1,500.00	-1,065.00	29.00 %
Diesel Fuel/Fuel Oil	17,487.06	45,000.00	-27,512.94	38.86 %
Drinking Water Service	178.50	500.00	-321.50	35.70 %
Electricity	1,403.98	5,750.00	-4,346.02	24.42 %
ELECTRONICS RECYCLING	4,170.70	10,000.00	-5,829.30	41.71 %
Engineering Fees	107.63	7,000.00	-6,892.37	1.54 %
Equipment and Vehicle Repairs	952.00	8,000.00	-7,048.00	11.90 %
EQUIPMENT PURCHASES		57,000.00	-57,000.00	
Gasoline	406.56	1,200.00	-793.44	33.88 %
Insurance Expense	16,220.00	15,700.00	520.00	103.31 %
LEACHATE DISPOSAL	896.00	3,500.00	-2,604.00	25.60 %
Licenses and Permits	100.00	100.00	0.00	100.00 %
MEDICAL SERVICES		250.00	-250.00	
Medical Supplies	17.12	200.00	-182.88	8.56 %
Meeting/Training Expenses	837.88	2,000.00	-1,162.12	41.89 %
Membership Dues		450.00	-450.00	
MISC EXPENSES	447.02		447.02	
Miscellaneous Expenses	291.00		291.00	
NCIARSWA Gate Fees	145,297.53	375,000.00	-229,702.47	38.75 %
NCIARSWA Per Capita Assessments	16,195.16	64,781.00	-48,585.84	25.00 %
Office Supplies	221.80	3,500.00	-3,278.20	6.34 %
Other Capital Outlay		5,000.00	-5,000.00	
Payroll Expenses				
Health Insurance	20,647.86	45,911.00	-25,263.14	44.97 %
IPERS	12,790.47	23,483.00	-10,692.53	54.47 %
Medicare & Social Security	10,119.03	19,030.00	-8,910.97	53.17 %
Unemployment Insurance	786.78	1,465.00	-678.22	53.71 %
Wages		248,762.00	-248,762.00	
Total Payroll Expenses	44,344.14	338,651.00	-294,306.86	13.09 %
Phone & Internet Service	548.73	1,800.00	-1,251.27	30.49 %
Postage	176.25	600.00	-423.75	29.38 %
Propane	3,313.10	3,500.00	-186.90	94.66 %
Public Notices		1,500.00	-1,500.00	
RCC DISPOSAL/SUPPLIES	2,615.79	20,000.00	-17,384.21	13.08 %
Rock	22,525.00	26,500.00	-3,975.00	85.00 %
Safety Clothing and Equipment	637.65	2,000.00	-1,362.35	31.88 %
Security Monitoring	345.00	1,400.00	-1,055.00	24.64 %
Signs		500.00	-500.00	
TIRE REMOVAL	8,584.58	10,000.00	-1,415.42	85.85 %
Tires	2,366.73	10,000.00	-7,633.27	23.67 %
Uniform Service	767.49	2,000.00	-1,232.51	38.37 %
Vehicle&Equip. Parts&Supplies	7,227.20	10,000.00	-2,772.80	72.27 %
Weed Chemicals	102.88		102.88	
WORKERS' COMP INSURANCE	2,576.00	6,100.00	-3,524.00	42.23 %
Total Operating Fund Expenses	303,427.31	1,128,532.00	-825,104.69	26.89 %
Payroll Expenses				
Company Contributions				
Health Insurance	14,575.04		14,575.04	

	ACTUAL	TOTAL		
		BUDGET	OVER BUDGET	% OF BUDGET
Retirement	7,818.31		7,818.31	
Total Company Contributions	22,393.35		22,393.35	
Taxes	6,650.53		6,650.53	
Wages	82,820.92		82,820.92	
Total Payroll Expenses	111,864.80		111,864.80	
Total Expenses	\$419,245.55	\$1,135,522.00	\$-716,276.45	36.92 %
NET OPERATING INCOME	\$45,110.55	\$88,309.00	\$-43,198.45	51.08 %
Other Income				
Late Fee Income	52.38		52.38	
Total Other Income	\$52.38	\$0.00	\$52.38	0.00%
Other Expenses				
Reconciliation Discrepancies-1	0.49		0.49	
Total Other Expenses	\$0.49	\$0.00	\$0.49	0.00%
NET OTHER INCOME	\$51.89	\$0.00	\$51.89	0.00%
NET INCOME	\$45,162.44	\$88,309.00	\$-43,146.56	51.14 %

HAMILTON COUNTY SOLID WASTE COMMISSION

October - 2023 MONTHLY REPORT

	DAY	TOTAL TONS TO BLDG.	CHARGE RECEIPTS TO BLDG.	CASH RECEIPTS TO PACKER	CASH RECEIPTS TO BLDG.	TOTAL RECEIPTS	PACKER WEIGHT (TONS)	DAY PACKER DUMPED & DISPOSAL CHG	LATEX PAINT FEES
1	Sun	0	0.00	0.00	0.00	0.00			
2	Mon	54.86	3327.18	24.00	1053.96	4493.14			
3	Tues	36.87	2666.12	56.00	237.38	3039.50			
4	Wed	61.14	4373.50	45.00	405.01	4885.51			
5	Thurs	58.31	3971.70	16.00	637.32	4645.02			
6	Fri	52.54	3654.33	0.00	481.54	4304.57			
7	Sat	16.67	293.28	16.00	830.34	1613.62			
8	Sun	0	0.00	0.00	0.00	0.00			
9	Mon	39.26	2367.94	56.00	773.34	3312.98			
10	Tuse	46.59	3522.55	32.00	196.86	3819.41			
11	Wed	68.54	5217.57	56.00	201.38	5628.15			
12	Thurs	35.95	2559.11	8.00	297.06	2901.17			
13	Fri	49.2	3475.68	8.00	414.05	3977.73			
14	Sat	19.2	872.82	24.00	665.95	1654.17			6.00
15	Sun	0	0.00	0.00	0.00	0.00			
16	Mon	53.47	3671.30	24.00	595.10	4579.40			
17	Tues	26.05	1920.08	24.00	159.44	2132.52			
18	Wed	70.05	5373.03	16.00	161.58	5580.61	1.86	145.08	
19	Thurs	51.8	3360.36	16.00	683.15	4258.51			
20	Fri	55.58	3626.00	48.00	719.68	4666.68			
21	Sat	7.27	133.24	64.00	536.42	783.66			9.00
22	Sun	0	0.00	0.00	0.00	0.00			
23	Mon	70.21	4319.54	48.00	1216.74	5801.10			6.00
24	Tues	32.02	2008.41	0.00	541.20	2959.61			
25	Wed	77.37	5397.55	0.00	739.57	6177.12			6.00
26	Thurs	69.83	3183.20	8.00	947.24	4201.39			
27	Fri	54.44	3372.02	16.00	909.42	4417.44			
28	Sat	12.68	534.99	32.00	557.16	1159.15			
29	Sun	0	0.00	0.00	0.00	0.00			
30	Mon	35.88	2427.76	24.00	302.20	2860.76			
31	Tues	52.38	2388.25	8.00	753.22	3149.47			
Total		1208.16	78017.51	669.00	15016.31	97002.39	1.86	145.08	27.00
TOTAL AVG		46.47	3000.67	25.73	577.55	3730.86	0.07	5.58	1.04

HAMILTON COUNTY SOLID WASTE COMMISSION

October - 2023 MONTHLY REPORT

DATE	DAY	Tires, Tubes & Rims		Appliances-White Goods		Tv & Electronics		DAILY FORT DODGE	TONS OF CONSTR.	TONS OF MSW WASTE
		UNITS	RECEIPTS	UNITS	RECEIPTS	UNITS	RECEIPTS	TONS	TO BLDG.	
1	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	Mon	0.00	0.00	3.00	30.00	6.00	58.00	13.06	6.78	48.08
3	Tues	0.00	0.00	2.00	20.00	4.00	60.00	53.91	2.86	34.01
4	Wed	2.00	10.00	1.00	10.00	3.00	45.00	61.76	2.44	58.70
5	Thurs	4.00	20.00	0.00	0.00	0.00	0.00	59.44	3.29	55.02
6	Fri	18.00	95.70	3.00	30.00	5.00	43.00	46.63	2.42	50.12
7	Sat	61.00	464.00	1.00	10.00	0.00	0.00	39.26	4.18	12.49
8	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9	Mon	1.00	7.00	2.00	20.70	8.00	88.00	14.50	4.92	34.34
10	Tuse	8.00	46.00	0.00	0.00	2.00	22.00	50.84	5.13	41.46
11	Wed	14.00	78.20	3.00	30.00	3.00	45.00	55.33	1.77	66.77
12	Thurs	0.00	0.00	0.00	0.00	3.00	37.00	54.44	1.50	34.45
13	Fri	16.00	80.00	0.00	0.00	0.00	0.00	38.61	6.21	42.99
14	Sat	10.00	50.00	4.00	41.40	0.00	0.00	26.78	2.34	16.86
15	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	Mon	20.00	100.00	5.00	50.00	17.00	159.00	20.57	3.52	49.95
17	Tues	2.00	14.00	0.00	0.00	1.00	15.00	56.31	6.74	19.31
18	Wed	0.00	0.00	3.00	30.00	0.00	0.00	65.20	5.44	64.61
19	Thurs	3.00	15.00	4.00	42.00	10.00	142.00	51.86	5.24	46.56
20	Fri	33.00	183.00	6.00	60.00	2.00	30.00	38.37	8.41	47.17
21	Sat	0.00	0.00	2.00	20.00	2.00	30.00	43.47	2.12	5.15
22	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	Mon	22.00	134.82	3.00	30.00	4.00	52.00	32.99	7.92	62.29
24	Tues	0.00	0.00	1.00	10.00	0.00	0.00	57.07	0.84	31.18
25	Wed	0.00	0.00	4.00	40.00	0.00	0.00	58.62	9.69	67.68
26	Thurs	1.00	5.25	2.00	20.70	3.00	37.00	58.62	11.97	57.86
27	Fri	0.00	0.00	6.00	60.00	4.00	60.00	19.47	5.21	49.23
28	Sat	5.00	25.00	1.00	10.00	0.00	0.00	42.74	2.15	10.53
29	Sun	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30	Mon	0.00	0.00	4.00	40.00	5.00	67.00	17.85	0.72	35.16
31	Tues	0.00	0.00	0.00	0.00	0.00	0.00	52.58	5.13	47.25
TOTAL		220.00	1327.97	60.00	604.80	82.00	990.00	1130.28	118.94	1089.22
TOTAL AVG		8.46	51.08	2.31	23.26	3.15	38.08	43.47	4.57	41.89

HAMILTON COUNTY TRANSFER STATION

(Managers Report for October 2023)

New Trailer Project

Our new East Trailer has not arrived yet. There was a 2-4 week delay for the custom tarp being measured and cut locally I was told. The Arrow drive motor has been shipped but not arrived at the East Trailer Dealership down In Elkhart. The positive side to this delay is we did receive our Mac Trailer back with its new tarp and are using it. I will continues to update with this project.

Annual Transfer Station Inspection

We received a copy of our Annual Transfer Station Inspection on October 30th,2023. I have attached it for everyone to view. There were no significant deficiencies found during the inspection. On page 2 middle of the page there are comments about our wash water storage tank that is buried out behind the building. I measuring the level in the tank about every two weeks to assure no overflow happens and contact our hauler as needed. With the increased focus on water quality I believe we should revisit the replacement of our worn out system with a larger capacity tank and more modern level monitoring method some time next spring.

TERREN KLAVER

October 30, 2023
File No. 27223100.00

Mr. Chad Stobbe
Land Quality Bureau
Iowa Department of Natural Resources
502 East 9th Street
Des Moines, Iowa 50319-0034

Subject: 2023 Annual Transfer Station Inspection Report
Hamilton County Transfer Station
Permit No. 40-SDP-06-01P-XFR

Dear Chad:

SCS Engineers conducted an inspection of the above referenced facility on April 12, 2023. A field inspection report documenting the findings of the inspection was completed and is included in Attachment A.

There were no significant deficiencies documented during the facility inspection. The last page of the inspection report contains comments regarding compliance items along with required and recommended actions, if any.

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

Sincerely,



Benjamin Madson
Associate Professional
SCS Engineers



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

BJM/TCB

copies: Terry Klaver, Operations Manager, Hamilton County Solid Waste Commission



**IOWA DEPARTMENT OF NATURAL RESOURCES
TRANSFER STATION (XFR) PERMIT INSPECTION FORM**

Permit No.: 40-SDP-06-01P-XFR	County: Hamilton
Facility Name: Hamilton County Transfer Station	Facility Address: 2605 McMurray Avenue Webster City, Iowa 50595
Phone Number: (515) 539-4420	
Responsible Official: Terry Klaver, Operations Manager Hamilton County Solid Waste Commission Phone Number: (515) 290-0658	Mailing Address: Same as Above
Person(s) Present: Terry Klaver, Tim Buelow	
Date of This Inspection: April 12, 2023	Date of Last Inspection: October 12, 2022

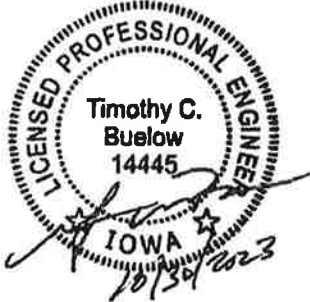

IAC 567 Chapter 106.9: Transfer Station Siting & Location Requirements		Yes	No	NA
Siting Requirements	106.9(1) Is the transfer station building located within the 100-year floodplain?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	106.9(1) If yes, are there structures to prevent floodwater inundation from a 100-year flood of any area that comes into contact with solid waste or washwater?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	106.9(2) Is the transfer station building within 500 feet of an educational facility, healthcare facility, or permanent residence?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	106.9(2) If yes, did construction of the educational facility, or healthcare facility, or permanent residence begin before the permit application was received by the Department?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	106.9(2) If yes, does the transfer station utilize screening to minimize noise and visibility of operations? (Note: Screening shall utilize natural components to the maximum extent possible)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Comments: None.

IAC 567 Chapter 106.10(1): Transfer Station Design Standards		Yes	No	NA
Transfer Station Design	106.10(1) Is the transfer station building sufficient to allow all solid waste to be unloaded from collection vehicles and loaded into transport vehicles indoors? (Note: Rear-loading solid waste transport vehicles that have no other opening and that securely abut the building so that minimal amounts of solid waste escape qualify as being inside the building)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.10(1)"a" Is the building sufficient to minimize dust and litter exiting the building?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.10(1)"a" Is the building sufficient to keep out precipitation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.10(1)"a" Is the building sufficient to prevent the attraction or harboring of vectors?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.10(1)"b" Are all surfaces that come into contact with solid waste or washwater impervious to liquids?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.10(1)"c" Does the transfer station building have a drainage system that maintains a separation between stormwater and washwater?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: The lift mechanism for the door on the south side of the building was damaged in the 2021 windstorm. A new door and lift mechanism was installed in November 2022.

Engineer's Certification

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p>
	<p> <u>10/30/2023</u> (signature) (date)</p> <p>Printed or typed name: Timothy C. Buelow, P.E.</p> <p>License number: <u>14445</u></p> <p>My license renewal date is <u>December 31, 2023</u>.</p> <p>Pages or sheets covered by this seal: All</p>

Attachment A

Iowa Department of Natural Resources
Transfer Station Permit Inspection Form



IAC 567 Chapter 106.10(1): Transfer Station Design Standards (Cont'd)		Yes	No	NA	
Transfer Station Design	106.10(1)"d"	Does the transfer station building have a washwater collection system that directs washwater to a storage tank for later disposal, a sanitary sewer system, or equivalent as approved by the Department?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.10(1)"d"	If a storage tank(s) is used, does it have a high-level indicator or gauge?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.10(1)"e"	Does the transfer station store solid waste during non-operating hours?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.10(1)"e"	If yes, is the solid waste storage area clearly marked?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.10(1)"e"	If yes, does the solid waste storage area have a fire detection system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.10(1)"f"	Does the transfer station building have a surge pit to handle large volumes of incoming waste? <i>(Note: Surge pits are typically found in large transfer stations where a large number of trucks can overload the tipping floor. Surge pits provide more space for temporary storage during peak operating hours and may also allow for additional compaction of the solid waste before it is loaded into transport vehicles)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	106.10(1)"f"	If yes, does the transfer station building have an effective odor control mechanism? <i>(i.e. mist systems and air filters)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	106.10(1)"g"	If yes, does the transfer station building have a sprinkler system installed over the area where solid waste is stored?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	106.10(1)"h"	If the transfer station salvages materials, are the salvage storage areas clearly marked? <i>(Note: Salvaged materials that do not attract or harbor vectors may be stored outside the building in clearly marked designated areas.)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.10(1)"i"	Is there sufficient indoor and outdoor lighting to minimize the difference in lighting when entering or exiting the building?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.10(1)"j"	Does the transfer station building have doors at each entrance and exit?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: The washwater tank has a high-level visual alarm (light) that periodically ceases to function due to electrical shorts. The liquid level in the tank was checked manually with a tile probe periodically based on review of records back to 2019. Since August 2022, manual liquid level checks have been performed approximately every two weeks. The washwater tank capacity is 1,200 gallons. The commission is considering replacing their 1,200 gallon storage tank with a storage tank that has a capacity of 2,500 gallons; the current high-level visual alarm would be replaced in conjunction with the storage tank.

IAC 567 Chapter 106.10(2): Other Transfer Station Design Standards		Yes	No	NA	
Transfer Station Design	106.10(2)"a"	Does the transfer station have a secure perimeter fence w/lockable gate(s)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.10(2)"b"	Does the transfer station use an IDALS certified scale? <i>(Note: The scale does not have to be onsite)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.10(2)"c"	Does the transfer station have adequate queuing distance for vehicles entering and exiting such that lines do not extend onto public streets?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.10(2)"c"	If no, does the transfer station have approval from the local government authority for lines to back-up onto public streets?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	106.10(2)"d"	Does the transfer station have signs or pavement markings indicating safe and proper on-site traffic patterns?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.10(2)"e"	Is there a sign at the primary entrance specifying: 1) Facility name and permit number, 2) Operating hours, 3) Materials accepted or stating "All materials must have prior approval", 4) Telephone number of emergency contact person(s)?	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>

Comments: The facility maintains a lockable gate that secures the transfer station and a perimeter fence along the main roadway and the south side of the site. Natural screening (row crop farmland) secures the perimeter that is not adjacent to a roadway.

IAC 567 Chapter 106.11: Transfer Station Operating Requirements		Yes	No	NA
106.11(1)	Is site access controlled and limited to a time when a transfer station operator is on duty.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
106.11(1)"a"	If yes, is the site operator on duty able to read, understand and implement the Site Operation Plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
106.11(1)"b"	If yes, is the site operator on duty able to read, understand and implement the Emergency Response and Remedial Action Plan (ERRAP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
106.11(1)"c"	If yes, is the site operator on duty able to visually recognize universal symbols, markings, and indications of unacceptable materials? (e.g. hot loads, hazardous, infectious and radioactive wastes)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
106.11(1)"d"	Is the transfer station permitted for 20,000 tons or more per year of solid waste?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
106.11(1)"d"	If yes, is the site operator on duty certified by a training program approved by the Department? (e.g. Solid Waste Association of North America's Transfer Station Systems Training and Certification Course)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
106.11(2)	Is solid waste only being accepted from generators within the designated service area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
106.11(3)	Are all unloading, handling, processing, screening, open storage, loading, and similar activities or processes involving solid waste being performed inside the transfer station building? (Note: Truck-to-truck transfer of solid waste that is not incidental solid waste transfer is not allowed outside a transfer station building. A rear-loading solid waste transport vehicle that does not have any other open access and securely abuts the transfer station building so that minimal amounts of solid waste escape during loading shall qualify as being inside the building. Salvaged materials that do not attract or harbor vectors may be stored outside of the building in clearly marked, designated areas.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
106.11(4)	Is the solid waste being at least visually screened by personnel capable of identifying hot loads and hazardous, infectious, radioactive, and other wastes not suitable for disposal in a sanitary landfill?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
106.11(5)	Are transfer station operators segregating and managing unacceptable wastes and hot loads in accordance with applicable laws and in a manner as safe and responsible as practical?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
106.11(6)	Is salvaging only being performed by transfer station operators? (Note: Scavenging shall not be allowed.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
106.11(7)	Is the operation of the facility being carried out in a manner that attempts to minimize litter, dust, odor, noise, vibration, and the attraction or harborage of vectors?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
106.11(8)	Is the transfer station building being maintained at a level of cleanliness necessary to prevent a nuisance or public health hazard?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
106.11(9)	Is on-site litter being maintained at a level of cleanliness to prevent a nuisance or public health hazard? (Note: Off-site litter shall be collected daily.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
106.11(10)	Is the exterior of all buildings being maintained in a reasonable aesthetic condition that prevents the attraction or harborage of vectors, so as not to create a nuisance or public health hazard?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
106.11(11)	Is the washwater management system being inspected monthly and maintained in proper operating condition to prevent overflowing?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
106.11(12)	Are all surfaces that prevent washwater from entering the ground and groundwater impervious?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
106.11(12)	If no, was the breach noted above fixed within 24 hours, or has the facility prevented any solid waste or washwater from coming into contact with the breached area until repaired?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
106.11(13)	Has the transfer station made adequate provisions for routine operational maintenance of the facility?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: Since August 2022, manual liquid level checks have been performed approximately every two weeks. Wastewater was last pumped for disposal on October 3, 2023.

IAC 567 Chapter 106.12: Temporary Solid Waste Storage at Transfer Stations		Yes	No	NA
Temporary Solid Waste Storage	106.12(1) If solid waste is stored at the transfer station, is it stored: 1) Inside the transfer station in a clearly marked, designated area; or 2) Inside the transfer station building in a surge pit; or 3) Inside a secure solid waste transport vehicle, protected from precipitation and vectors?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
	106.12(2)"a" If solid waste is being stored inside the transfer station in a designated area that is not a surge pit or similar operational structure, is it being stored for not more than 48 hours, excluding Sundays and national holidays?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.12(2)"b" If solid waste is being stored inside the transfer station building in a surge pit, is it being stored for not more than seven days, including Sundays and national holidays?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	106.12(2)"c" If solid waste is being stored in a transport vehicle designated to travel only via roadway, is it being stored for not more than 48 hours, excluding Sundays and national holidays?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.12(2)"d" If solid waste is being stored in a transport vehicle designated to travel via rail or navigable waterway, including intermodal container systems, is it being stored for not more than seven days, including Sundays and national holidays?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Comments: None.

IAC 567 Chapter 106.13: Transfer Station Record-Keeping Requirements		Yes	No	NA
Record-Keeping Requirements	106.13(1)"a" Is a copy of the current permit(s) on site?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.13(1)"b" Is a copy of the current Site Operation Plan onsite?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.13(1)"c" Is a copy of the current Emergency Response and Remedial Action Plan (ERRAP) onsite?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.13(1)"d" Is proof of current financial assurance on file?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.13(2)"a" Are three years of records being maintained by the transfer station with regard to the tons of all solid waste disposed of quarterly?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.13(2)"b" Are three years of records being maintained by the transfer station with regard to the destination of all outgoing solid waste?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.13(2)"c" Are three years of records being maintained by the transfer station with regard to the wastewater management system inspection log?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.13(2)"d" Are three years of records being maintained by the transfer station with regard to hot loads and hazardous, infectious, radioactive, or other unacceptable wastes found?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.13(2)"e" Are three years of records being maintained by the transfer station with regard to training received by transfer station operator(s) pursuant to 106.11(1).?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: Three years of wastewater management system records were available for viewing, however, inspections of the system were periodic. Since August 2022, inspections have been occurring approximately every two weeks and are documented. A documented hot load/rejected load instruction form was on file along with a form created in August 2022 to document the waste identifications. No hot loads or rejected loads have occurred since the last inspection. The Transfer Station Permit Renewal was approved in correspondence dated April 20, 2023, and is authorized until May 19, 2026 (Doc #106412).

Reporting Requirements	IAC 567 Chapter 106.14: Transfer Station Reporting Requirements		Yes	No	NA
	106.14(1)	Is the transfer station submitting quarterly tonnage reports to the Department that include: 1) Tons of solid waste disposed of; 2) Comprehensive planning area from which the solid waste originated, and the tons of solid waste from each county and comprehensive planning area; and 3) Destinations of all outgoing solid waste?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.14(2)	Is the transfer station being inspected annually by an Iowa-licensed professional engineer or compliance with IAC 567 Chapter 106.10 and submitting said annual inspection report to the Department and Field Office by the first workday in November each year?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: None.

Transport Vehicles	IAC 567 Chapter 106.15: Transport Vehicle Construction & Maintenance		Yes	No	NA
	106.15(1)	Is the portion of the solid waste transport vehicle(s) that contains solid waste sufficient to: 1) Prevent the accidental discharge of its contents; 2) Prevent the attraction or harborage of vectors; and 3) Prevent the infiltration of precipitation? <i>(Note: Any solid waste transport vehicle that fails to meet the requirements of IAC 567 Chapter 106.15 shall be repaired before it is utilized in the transport or storage of solid waste.)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.15(1)	If the solid waste transport vehicle(s) has an open-top, does it have a suitable cover that is not easily torn, shredded, broken, or otherwise breached under normal use?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.15(3)	Is the transport vehicle(s) being cleaned at intervals frequent enough to prevent a nuisance or vector attraction?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.15(4)	Is wastewater generated from any cleaning of the areas of the solid waste transport vehicle(s) that hold solid waste being managed as washwater?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: None.

Transport Vehicle Operation	IAC 567 Chapter 106.16: Solid Waste Transport Vehicle Operation Requirements		Yes	No	NA
	106.16(1)	Are the solid waste transport vehicle's openings securely closed before transport and during solid waste storage so as to prevent the loss of solid waste?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.16(2)	Is solid waste being loaded into the solid waste transport vehicle inside the transfer station building and in a manner that minimizes the spilling of materials? <i>(Note: Truck-to-truck transfer of solid waste that is not incidental solid waste transfer is not allowed outside a transfer station building. A rear-loading solid waste transport vehicle that does not have any other open access and securely abuts the transfer station building so that minimal amounts of solid waste escape during loading shall qualify as being inside the building.)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.16(2)	If solid waste is spilled from a solid waste transport vehicle during loading, is it collected as often as necessary to minimize litter, dust, or other fugitive debris?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	106.16(3)	If solid waste was spilled from a solid waste transport vehicle not on transfer station property, was the solid waste collected as soon as possible and was the spill immediately reported to the Department and the Field Office with jurisdiction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Comments: Solid waste was not spilled from a solid waste transport vehicle not on transfer station property in the period since the previous inspection.

Other Materials Accepted/Activities On-Site			
Recyclables Drop-Off	<input type="checkbox"/>	Appliance Demanufacturing	<input type="checkbox"/>
Lead Acid Batteries	<input checked="" type="checkbox"/>	Electronics Demanufacturing	<input type="checkbox"/>
Used Oil	<input checked="" type="checkbox"/>	Yard Waste Collection	<input type="checkbox"/>
Antifreeze	<input checked="" type="checkbox"/>	Yard Waste Composting	<input type="checkbox"/>
Tires	<input checked="" type="checkbox"/>	HHM/RCC	<input checked="" type="checkbox"/>
Brown Good Collection	<input checked="" type="checkbox"/>	Other: NA	
Cathode Ray Tube Collection	<input checked="" type="checkbox"/>		
White Goods Collection	<input checked="" type="checkbox"/>		
Scrap Metal Salvaging	<input checked="" type="checkbox"/>		

* Be advised your facility may require, due to either SIC code or onsite management practices, an NPDES General Permit #1 (Stormwater permit).

Comments



1. The facility was clean and organized, no litter was observed around the site. Clear signs and markings are located throughout the facility. The lift mechanism and door on the south side of the building was replaced in November 2022 and functional at the time of the inspection. The Commission is considering removing the 1,200 gallon washwater tank and replacing it with a storage tank that has a capacity of 2,500 gallons. 2,500 gallons is equivalent to the per load volume that the hauling contractor can transport. In conjunction with the tank replacement, the Commission would replace the current high level alarm system with an updated level monitoring system consisting of a brighter visual indicator.

Required Actions

1. None.

Recommended Actions

1. Expanding the storage capacity of the washwater storage system and replacing the high-level alarm system should continue to be considered. Though the strain on the washwater system was resolved with the installation of a new lift system and door on the south side of the building, a new high-level alarm and an increased washwater holding capacity would reduce the time and attention currently required by facility staff to manage the system.

Inspector: <u>Timothy C. Buelow, P.E.</u> 	Reviewer: <u>Benjamin Madson</u> 
Date: <u>10/30/2023</u>	Date: <u>10/30/23</u>

**Proposal for Audit Service for the
Hamilton County Solid Waste Commission
For the Fiscal Year Ending
June 30, 2024-2028**

**Cornwell, Frideres, Maher & Associates, P.L.C.
Certified Public Accountants
714 14th Avenue North
Fort Dodge, Iowa 50501**

**Telephone: 515-955-4805
Contact: Christine R. Frideres, CPA or
Jerilyn J. Maher, CPA**

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Cornwell, Frideres, Maher & Associates, P.L.C.

Certified Public Accountants

714 14th Avenue North
Fort Dodge, IA 50501-7098
Phone 515.955.4805 Fax 515.955.4673

Lowell W. Cornwell, C.P.A.
lwcornwell@frontiernet.net

Christine R. Frideres, C.P.A.
crfrideres@frontiernet.net

Jerilyn J. Maher, C.P.A.
jjmaher@frontiernet.net

October 11, 2023

To the Members of the Hamilton County
Solid Waste Commission
P.O. Box 128
Webster City, Iowa 50595

Please find enclosed our proposal for audit services for the Hamilton County Solid Waste Commission for the years ending June 30, 2024-2028.

It is our understanding that the audit is to be conducted in accordance with the U.S. generally accepted auditing standards, and the standards applicable to financial audits contained in Government Auditing Standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

The purpose of our audit of the financial statements is to express an unqualified opinion on the fairness of the presentation of those statements in conformity with generally accepted accounting principles. Our audit procedures will be sufficient in scope so as to enable us to express an opinion on the major fund financial statements. If, during the course of our audit, information should come to our attention which would require us to issue other than an unqualified opinion, the nature of the change and the reasons therefore will be discussed with you prior to the submission of our report.

The following individuals are authorized to make representations for our firm:

Jerilyn J. Maher, CPA
714 14th Avenue North
Fort Dodge, Iowa 50501

Christine R. Frideres, CPA
714 14th Avenue North
Fort Dodge, Iowa 50501

Sincerely,

Cornwell, Frideres, Maher & Associates, P.L.C.

Cornwell, Frideres, Maher & Associates, P.L.C.
Certified Public Accountants

PROFILE OF CORNWELL, FRIDERES, MAHER & ASSOCIATES, P.L.C.

Cornwell, Frideres, Maher & Associates, P.L.C. is a local firm located in Fort Dodge, Iowa with a total of ten employees.

1. The firm has audited several governmental and nonprofit entities over the past several years including the following:

22	School Districts
13	Cities
11	Nonprofits and 28E entities
6	Annual Examinations of Cities

The entities have budgets from \$100,000 to \$40,000,000 and includes Federal financial assistance. References are available upon request.

2. The two firm principals have a combined total of over sixty years experience in auditing governmental units.
3. All assigned key personnel are properly licensed to practice as a Certified Public Accountant. Cornwell, Frideres, Maher & Associates, P.L.C. is in compliance with the registration and permit requirements to engage in the practice of public accounting within the state of Iowa. Cornwell, Frideres, Maher & Associates, P.L.C. will notify you if any key personnel change before the audit is complete.
4. The firm's quality control procedures that lend assurance to compliance with professional and statutory standards include:
 - A. An internal review by another Certified Public Accountant who is not associated with the client under examination.
 - B. The firm complies with the continuing education requirements as described in the 2011 yellow book on Government Auditing Standards.
 - C. The firm conducts in-house inspection of its audits, yearly, as part of firm quality control procedures.
 - D. The firm passed its most recent Peer Review in December 2020, see copy of attached letter.
5. Disciplinary action has never been taken against our firm.

6. All professional staff are independent in relation to Hamilton County Solid Waste Commission.
7. Cornwell, Frideres, Maher & Associates, P.L.C. provides audit and accounting services, tax preparation and planning, business consulting and acquisition services, and financial planning and retirement services in addition to audits of governmental entities.
8. Cornwell, Frideres, Maher & Associates, P.L.C. retains all audit files for seven years.

SUMMARY OF CORNWELL, FRIDERES, MAHER & ASSOCIATES, P.L.C.
STAFF QUALIFICATIONS

Christine Frideres, CPA, Owner, Managing Partner

Graduated Iowa State University 1981
Member AICPA & Member Iowa Society of CPA's
42 Years experience in public accounting
42 Years experience in auditing governmental units and nonprofit entities
Member Rotary Club of Fort Dodge, Iowa
Member Board of Directors Life Works Community Services
Past Member Board of Directors Trinity Health Foundation
Member Board of Directors Unity Point Health Systems- Fort Dodge

Jerilyn Maher, CPA, Owner

Graduated Winona State University 1979
Summa Cum Laude Honors
Member AICPA & Member Iowa Society of CPA's
44 Years experience in public accounting
44 Years experience in auditing governmental units and nonprofit entities

Lowell Cornwell, CPA, Company Founder

Graduated American Institute of Business 1965
Member AICPA & Member Iowa Society of CPA's
57 Years experience in public accounting
31 Years experience in auditing governmental units and nonprofit entities

Duaine Fehlhafer, CPA

Graduated University of Northern Iowa 2002
20 Years experience in public accounting
20 Years experience in auditing governmental units and nonprofit entities

Robert Cook, CPA

Graduated Mankato State University 1989
24 Years experience in public accounting
24 Years experience in auditing governmental units and nonprofit entities

Joseph Shraner, Staff Accountant

Graduated Iowa State University, May 2023
1 Year experience in public accounting
1 Year experience in auditing governmental units and nonprofit entities

Julie Friesth, Staff Accountant

Graduated Upper Iowa University, June 2023
3 Year experience in public accounting
1 Year experience in auditing governmental units and nonprofit entities

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

December 30, 2020

To the Shareholders of Cornwell, Frideres, Maher & Associates, P.L.C.
and the Peer Review Committee of the Peer Review Alliance

We have reviewed the system of quality control for the accounting and auditing practice of Cornwell, Frideres, Maher & Associates, P.L.C. (the firm) in effect for the year ended April 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Cornwell, Frideres, Maher & Associates, P.L.C. in effect for the year ended April 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Cornwell, Frideres, Maher & Associates, P.L.C. has received a peer review rating of *pass*.

FRANKEL ZACHARIA LLC

Frankel Zacharia, LLC

ADDITIONAL INFORMATION

	<u>Number</u>	<u>Average Years Experience</u>	<u>Number with CPA certificate</u>
A. Principals	<u>2</u>	<u>43</u>	<u>2</u>
B. Professionals Staff: Seniors	<u>5</u>	<u>15</u>	<u>3</u>

List the names of Iowa governmental audits completed by staff from your office or your firm:

<u>Governmental Entity</u>	<u>List the Years Audited</u>
<u>City of Fort Dodge</u>	<u>32</u>
<u>City of Iowa Falls</u>	<u>20</u>
<u>City of Eldora</u>	<u>26</u>
<u>City of West Bend</u>	<u>28</u>
<u>City of Sac City</u>	<u>24</u>
<u>City of Pocahontas</u>	<u>29</u>

<u>A. Name of Auditor</u>	<u>Years of Auditing Experience</u>	<u>Years of Auditing Cities/ Schools</u>	<u>Annual C.E. Hours</u>	<u>State Auditor's Seminar Yes/No</u>
<u>Jerilyn Maher</u>	<u>44</u>	<u>44</u>	<u>40</u>	<u>Yes</u>
<u>Christine Frideres</u>	<u>42</u>	<u>42</u>	<u>40</u>	<u>Yes</u>
<u>Duaine Fehlhafer</u>	<u>20</u>	<u>20</u>	<u>40</u>	<u>Yes</u>
<u>Robert Cook</u>	<u>24</u>	<u>24</u>	<u>40</u>	<u>Yes</u>
<u>Joseph Shaner</u>	<u>1</u>	<u>1</u>	<u>40</u>	<u>Yes</u>
<u>Julie Friesth</u>	<u>1</u>	<u>1</u>	<u>N/A</u>	<u>N/A</u>

Auditing team substitutes must possess training and experience equal to above listed auditors.

Indicate the principal or partner who will ultimately be responsible for the audit and the person's position with your firm.

Person: Jerilyn Maher

Position: Owner

AUDIT APPROACH, ESTIMATED FEES

1. Estimate of total hours, including secretarial – 80 hours
2. Estimate of out-of-pocket expenses - \$355 (including copies, postage and travel).
3. Our estimated fee and out-of-pocket expenses for the financial audit will be:

6-30-2024	\$ 5,400.00
6-30-2025	5,400.00
6-30-2026	5,500.00
6-30-2027	5,500.00
6-30-2028	5,560.00

This is derived as follows:

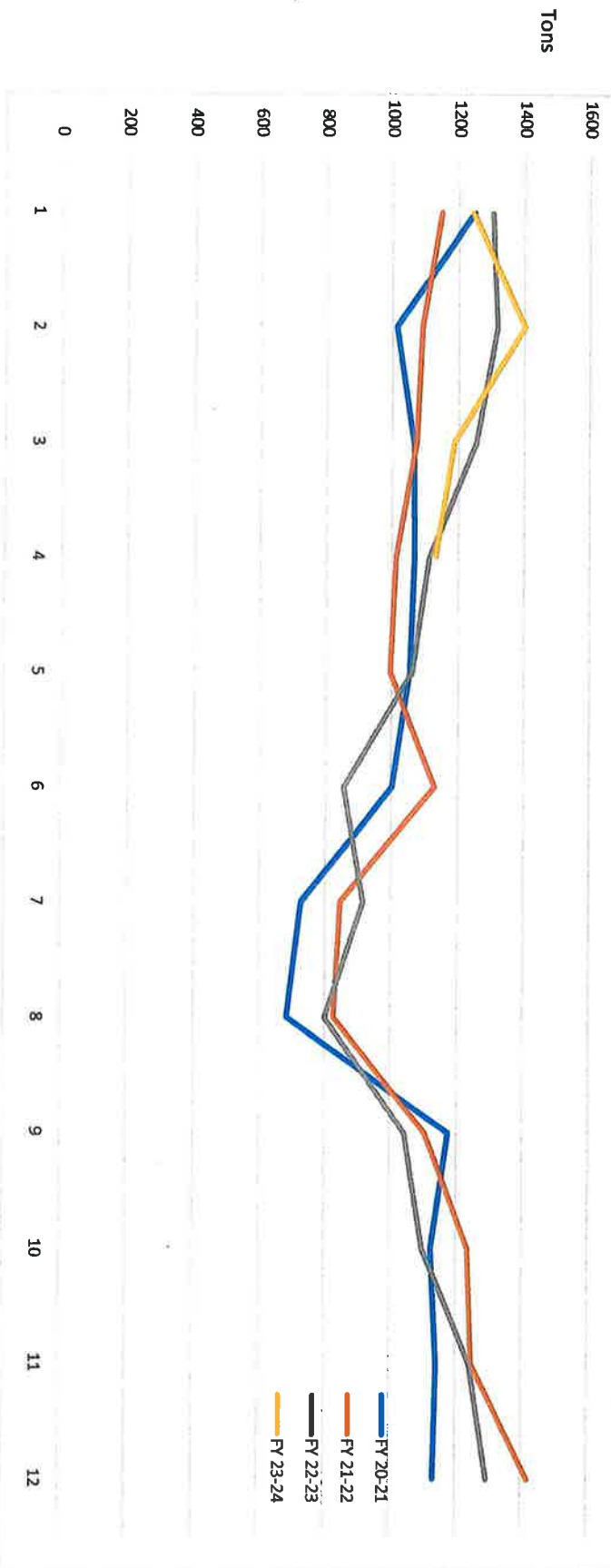
Professional Staff – Partner	30 hrs x \$75 =	\$ 2,250.00
Professional Staff – CPA	40 hrs x \$60 =	2,400.00
Clerical Staff	10 hrs x \$40 =	400.00
Out of pocket costs		<u>350.00</u>
		<u>5,400.00</u>

4. We will bill 60% of our bill upon the completion of field work and 40% upon delivery of the final report.
5. Additional help needed during the year will be billed at the rates noted above.

Our firm takes mainly a substantive approach where we utilize analytical procedures, substantive testing, and review of documentation with less emphasis on testing of internal controls. We utilize the State Auditor's audit program as our guide to the audit procedures to be performed.

We anticipate doing the fieldwork in January, with a final audit report being submitted by March 31st.

Outbound Loads To NCIRSWA



Months	FY20/21	21/22	22/23	23/24
Jul	1247.58	1146.58	1302.48	1242.86
Aug	1013.51	1090.04	1316.89	1400.34
Sept	1065.79	1073.58	1253.88	1186.3
Oct	1068.22	1011.66	1112.65	1130.28
Nov	1055.36	995.34	1062.35	
Dec	1002.45	1128.81	854.94	
Jan	727.8	845.07	914.34	
Feb	684.24	825.74	800.3	
Mar	1175.52	1104.76	1044.37	
Apr	1125.02	1235.9	1098.97	
May	1142.27	1248.05	1242.96	
June	1133.37	1418.29	1295.01	
Totals Tons	12441.13	13123.82	13299.14	

MEMORANDUM

TO: City Council

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

DATE: November 20, 2023

RE: Update Water System Rate Ordinance

SUMMARY: Staff is asking to update our Water System Rate Ordinance to reflect a 30% increase beginning January 1, 2024.

PREVIOUS COUNCIL ACTION: Water rates (along with sewer rates) were discussed and increased in 2009 and again in 2021. During the 2021 discussion the idea of needing a new water plant within the next 5-10 years was introduced along with the implementation of a water surcharge to save for this specific item.

The 1st reading of the new ordinance had a 4-year phase in approach:

Year 1 - 50% base increase - 15% volume increase – new surcharge
Year 2 - 15% volume increase
Year 3 – 100% surcharge increase
Year 4 – 5% volume increase

The 1st reading was approved with the agreement to eliminate the 100% surcharge increase in year #3 and eliminate the 5% volume increase in year #4. We would begin the annual 2% on volume only in year 3. The 2nd reading was approved on July 6, 2021 after agreeing to eliminate the water surcharge. This left the ordinance to read:

Phase 1 to begin January 22 with a 50% base increase – 15% volume increase
Phase 2 to begin August 1, 2022 with a 15% volume increase
August 1, 2023 would begin an annual 2% increase on volume only

BACKGROUND/DISCUSSION: City staff reached out to PFM who we currently have on retainer to evaluate our water fund to determine when we would likely need to bond for upcoming improvements as well as what we would need for new water rates. It was very clear that even without future improvements our current water revenue is not able to keep up with our increasing operating & improvement expenses. In addition, the fund projection showed we would be unable to make the annual transfer to the General Fund as we need 3 months of operational reserves to do so.

Susanne and Jon with PFM presented 3 options on rate increases at the November 14, 2023 council work session. The three options were based on our current cash and budgeted operation and improvement expenses.

Option #1 – this option had the city building a new \$20,750,000 water plant in the next 5 years and all operation and improvement expenses coming from the water fund. We needed to increase rates on January 1, 2024 by 75%; on January 1, 2025 by 15% and 6% annually beginning on January 1, 2026 for this option to meet the operation needs, fund the improvements, make the bond payments and have the required fund balance for the annual general fund transfer and the sinking fund.

Option #2 – this option had the city updating the current water plant over the next 5 years at an estimated cost of \$16,294,603 with all other expenses and requirements being the same as Option #1. The increase would be 55% on January 1, 2024; 20% on January 1, 2025 and 4.5% annually beginning on January 1, 2026.

Option #3 – this option was the same as #2 except using Local Option Sales Tax to pay for water infrastructure projects. This option had an increase of 30% on January 1, 2024; 25% increase on January 1, 2025; 15% increase on January 1, 2026; 10% increase on January 1, 2027 and 4.5% annually beginning in 2028.

During discussion PFM updated numbers from possible budget cuts and transferring LOSST money to the water fund to offset past water infrastructure expenses to increase our current cash. In all scenarios it appeared the minimum rate increase needed to begin January 1, 2024 was 30%.

Council asked PFM to make another cash flow projection with the building of a new plant, using LOSST money for the next few years to pay for other water infrastructure needs, audited actual FY23 financials, possible current budget cuts and new projected budget beginning with FY25. This new information will be given as soon as the audit and budget numbers are ready.

The updated water system rate ordinance being presented tonight shows a 30% increase on January 1, 2024; 20% increase to both base & usage rates on August 1, 2025 and an annual 5% increase on both.

FINANCIAL IMPLICATIONS: Increasing the water rates by 30% across the board (volume & base) beginning January 1, 2024 will give us the needed cash flow to pay for operations and needed improvements. The additional increases shown on the ordinance of 20% beginning August 1, 2025 and 5% beginning August 1, 2026 and every year after. The future increases may change after the new projections are presented.

RECOMMENDATION: Staff recommends changing the current water rate ordinance to show a 30% increase beginning January 1, 2024; 20% increase on August 1, 2025 and 5% beginning August 1, 2026 and every year thereafter. New projections will be given to council within the next few months to determine if the ordinance will need to be updated again.

ORDINANCE NO. 2023 -

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES
OF THE CITY OF WEBSTER CITY, IOWA, 2019,
BY AMENDING CHAPTER 48 PERTAINING TO WATER SYSTEM RATES.**

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

SECTION 1. SECTION MODIFIED. Chapter 48, Section 48-103, of the Code of Ordinances of the City of Webster City, Iowa, 2019, pertaining to rates for water service, is repealed and the following adopted in lieu thereof:

RATES. The rates for water service including purchase of water shall be as established in this Ordinance. The effective date shall be the January 2024 billing cycle and remain in full force and effect until such time as amended by law. The rates may be amended periodically by City Council action and adoption by Ordinance.

1. The volume used for billing purposes shall be equal to the volume measured by the water supply meter. The billing period shall be approximately 30 days.

Monthly fixed base cost:

Residential customers and commercial users under 25 units/Mo: \$19.50
Small Commercial users (25 to 49 units/Mo): \$39.00
Medium Commercial users (50 to 199 units/Mo): \$97.50
Large Commercial users (200 or more units/Mo): \$390.00

Volume:

First 20 units	\$9.07 per unit
Next 20 units	\$7.49 per unit
Over 40 units	\$5.38 per unit

Volume for non potable raw water:

First 20 units	\$7.74 per unit
Units 21 thru 40	\$6.38 per unit
Units 41 thru 60	\$4.59 per unit
Units 61 thru 3,500	\$1.72 per unit
Units 3,501 thru 7,000	\$1.09 per unit
Units 7,001 and above	\$0.90 per unit

Effective August 1, 2025

Monthly fixed base cost:

Residential customers and commercial users under 25 units/Mo: \$23.40
Small Commercial users (25 to 49 units/Mo): \$46.80
Medium Commercial users (50 to 199 units/Mo): \$117.00
Large Commercial users (200 or more units/Mo): \$468.00

Volume:

First 20 units	\$10.89 per unit
Next 20 units	\$8.99 per unit
Over 40 units	\$6.46 per unit

Volume for non potable raw water:

First 20 units	\$10.06 per unit
Units 21 thru 40	\$8.29 per unit
Units 41 thru 60	\$5.97 per unit
Units 61 thru 3,500	\$2.24 per unit
Units 3,501 thru 7,000	\$1.42 per unit
Units 7,001 and above	\$1.17 per unit

For all rate classes, beginning August 1, 2026, the monthly base fixed cost, water volume and volume of non-potable raw water shall be increased by 5% annually.

Usage used to determine the base rates for commercial users shall be based on a yearly average for the previous calendar year and shall take effect at the first billing cycle after August 1 of each year. A unit of water is equal to 100 cubic feet.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

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

Passed and adopted this _____ day of _____ 2023.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST:

Karyl K Bonjour, City Clerk

CITY OF WEBSTER CITY, IOWA								
500 CAPITAL IMPROVEMENT RESERVE FUND								
2023-2024 BUDGET PROJECTION								
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>	<u>Budget</u>
BEGINNING BALANCE	1,954,237	2,350,391	2,842,046	3,572,112	1,757,433	787,983	(96,967)	301,783
RECEIPTS								
Interest	33,996	22,942	52,469	50,000	50,000	50,000	50,000	50,000
Local Option Sales Tax	853,440	1,069,561	1,264,744	1,247,301	1,250,000	1,250,000	1,250,000	1,250,000
Miscellaneous Revenues (Rasch-billing for 2021 2nd Street)			6,270					
Proceeds of 2021A GO Bond	152,029	-	-	-	-	-	-	-
Total Receipts	1,039,465	1,092,503	1,323,483	1,297,301	1,300,000	1,300,000	1,300,000	1,300,000
DISBURSEMENTS								
Refunding 2020A/Issue New Debt 2021A	198,807							
LOSST Election Expense	4,335	-	-	-	-	-	-	-
Total Disbursements	203,142	-	-	-	-	-	-	-
TRANSFERS OUT								
2020 Str Improvement Project	443,761	(13,570)						
2021 HMA Project		594,278	10,645					
2021 HMA Project-water portion			186,163					
2022 Water Valve Project					300,000			
Pavement Preservation			-	150,000	150,000	150,000	150,000	150,000
Lincoln Drive Reconstruction			152,029	-				
Lincoln Drive-storm sewer portion			-	-				
Lincoln Drive-water portion (not pd by Bond 2021A)			244,580	95,000				
Fairmeadow-Superior to Des Moines			-	1,678,724				
Fairmeadow-storm sewer portion			-	212,009				
Fairmeadow-water portion				496,247	75,000	477,950		
Fairmeadow Des Moines to Rodlyn					73,450	150,000		
Fairmeadow-storm sewer portion					13,000	177,000		
Concrete Panel Replacement-yearly				100,000	100,000	100,000	100,000	100,000
HMA FY24 (Elm & Webster)				80,000	595,000			
Rehab Superior Street Panels				300,000				
Road Rehab-Brewer & Willson					660,000			
Brewer & Willson-storm sewer					100,000			
Brewer & Willson-water					140,000			
Road Rehab-Hillcrest					35,350	625,000		
Hillcrest-storm sewer portion					15,750	250,000		
Hillcrest-storm sewer portion					11,900	200,000		
HMA (FY26) Union, Boone, Locust, Kantor						55,000	545,000	
Road Rehab-White Fox							105,250	
Road Rehab-White Fox&1300-1500 Bank								909,250
Road Rehab-storm sewer	-	950,441	-	-	-	-	1,000	9,000

Total Transfers Out	443,761	580,708	593,417	3,111,980	2,269,450	2,184,950	901,250	1,168,250
Audit Adjustment - offset negative cash	1,796	(10,070)						
Net + or (-)	394,358	501,725	730,066	(1,814,679)	(969,450)	(884,950)	398,750	131,750
ENDING BALANCE	2,350,391	2,842,046	3,572,112	1,757,433	787,983	(96,967)	301,783	433,533



MEMORANDUM

TO: Mayor and City Council

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

DATE: November 20, 2023

RE: Adopt a Resolution Finally Approving and Confirming Plans, Specifications and Form of Contract and Estimate of Cost for the Fair Meadow Drive Reconstruction Project and Awarding Contract to Castor Construction in the Amount of \$1,902,920.90 and Committing Necessary Funds to Complete the Project

SUMMARY: The Fair Meadow Drive Reconstruction Project plans and specifications request for proposals has closed. The City received two bids, with the lowest bidder coming in \$206,957.40 over the revised engineer's estimate for construction. The City staff and consulting engineers recommend the City Council authorize staff to award the project to Castor Construction.

PREVIOUS COUNCIL ACTION: The Council approved a Notice of Hearing on Proposed Plans and Specifications and Proposed Form of Contract and Estimate of Cost for the Construction of the Fair Meadow Drive Reconstruction Project on October 16, 2023.

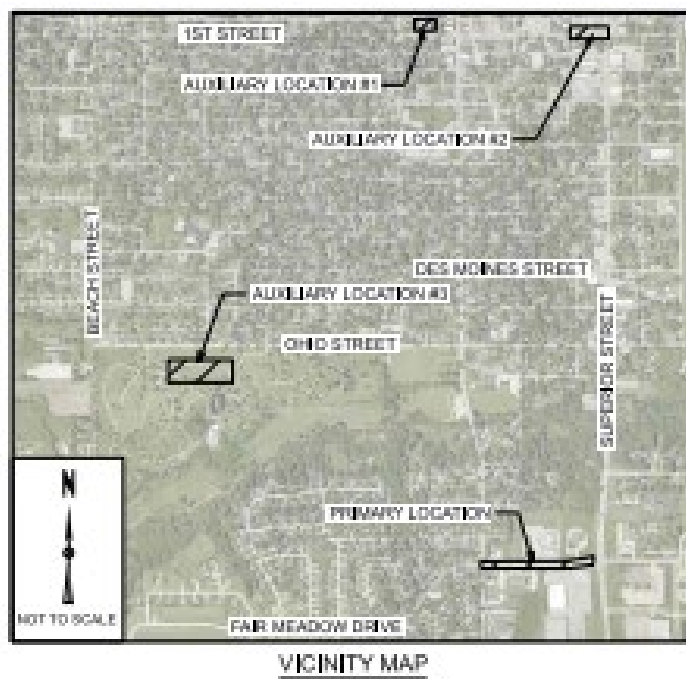
The Council approved Amendment No. 17a with Snyder & Associates to complete the project development, administration, survey, design and construction administration and observation of the Fair Meadow Drive Reconstruction Project on October 17, 2022.

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

BACKGROUND/DISCUSSION: The City routinely plans for improvements of its local roads and infrastructure. The Fair Meadow Drive Reconstruction Project was approved as part of the Capital Improvement Plan for FY 22-23. The project consists of curb and gutter, concrete pavement, hot mix asphalt pavement, select driveway approaches, sanitary sewer, storm sewer, and water main improvements on Fair Meadow Drive and three additional auxiliary work locations as follows: (A) First Street east of Prospect Street "Freeman Journal Parking Lot Driveway Repairs"; (B) First Street from Seneca Street to Superior Street "North Curb and Gutter Replacement"; and (C) Webster City Graceland Cemetery Lane Paving located at the Webster City Graceland Cemetery at Ohio Street near the intersection of Sunset Drive.

Snyder and Associates engineer estimate for the Fair Meadow Drive Reconstruction Project with the three additional auxiliary work location was \$1,695,963.50. Castor Construction came in at low bid with a bid of \$1,902,920.90. This puts the project over the engineers estimate by \$206,957.40. The primary cost difference between the engineers estimate and the apparent low bidder was for bid item 8.11. Flaggers, and bid item 11.01, Mobilization. Due to the project's complexity with day and night construction, the contractor will be having three flaggers and one supervisor to coordinate the operations. Daytime and nighttime construction will also affect foreman being on site full time to coordinate traffic control, switches, subcontractor work, concrete deliveries, and construction equipment, and materials on site. There will also be a loss of production for construction crews for the day after nighttime work occurs.

Snyder and Associates is recommending we do not rebid the project as it would not result in a noticeable reduction in the total bid price. Snyder and associates believe Castor construction and their subcontractors can successfully complete the project.



The proposed project schedule is as follows:

October 16, 2023	City Council sets bid opening date/time and public hearing date/time
October 17, 2023	Publish Notice to Bidders
November 3, 2023	Publish Notice of Public Hearing
November 14, 2023	Bid Opening
November 20, 2023	City Council Reviews Bids/Receives Contract
Spring/Summer 2024	Begin Construction
Summer 2024	End Construction

FINANCIAL IMPLICATIONS: The contracted amount for the project cost in the amount of \$1,902,920.90.

RECOMMENDATION: Staff recommends the City Council adopt a resolution finally approving and confirming plans, specifications and form of contract and estimate of cost for the Fair Meadow Drive Reconstruction Project and awarding contract to Castor Construction in the Amount of \$1,902,920.90 and committing necessary funds to complete the project.

RESOLUTION NO. 2023-

RESOLUTION FINALLY APPROVING AND CONFIRMING PLANS, SPECIFICATIONS AND FORM OF CONTRACT AND ESTIMATE OF COST FOR THE FAIR MEADOW DRIVE RECONSTRUCTION PROJECT AND AWARDING CONTRACT TO CASTOR CONSTRUCTION IN THE AMOUNT OF \$1,902,920.90 AND COMMITTING NECESSARY FUNDS TO COMPLETE THE PROJECT

WHEREAS, the City Council of the City of Webster City, Iowa, has determined that it is necessary and desirable that a public improvement be done as described in the proposed plans and specifications and form of contract, which may be hereafter referred to as the Fair Meadow Drive Reconstruction 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 of the Fair Meadow Drive Reconstruction Project, as described in the resolution providing for a notice of hearing on proposed plans and specifications and proposed form of contract for such Lincoln Drive Reconstruction Project and the taking of bids therefor; and,

WHEREAS, hearing has been held on objections to the proposed plans, specifications, and form of contract and to the cost of the Fair Meadow Drive Reconstruction Project, and no objections were provided; 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 Fair Meadow Drive Reconstruction Project; and,

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the project; and,

WHEREAS, additional funds beyond what was budgeted in the FY 23-24 budget are needed to complete 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. Approves the commitment of additional \$206,957.40 needed to complete the project.

Section 3. 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:

Castor Construction	\$1,902,920.90
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Section 4. 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 5. The Mayor and City Clerk are hereby authorized and directed to enter into a written contract with said contractor for the project

Section 6. 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 20th day of November, 2023.

John Hawkins, Mayor

ATTEST: _____
Karyl K. Bonjour, City Clerk

TABULATION OF BIDS
Fair Meadow Drive Reconstruction
City of Webster City, Iowa
Project No. 122.0346.01A
Bid Date/Time: November 14, 2023 at 2:00 PM

				ENGINEER'S ESTIMATE		1 CASTOR CONSTRUCTION FORT DODGE, IA		2 RASCH CONSTRUCTION FORT DODGE, IA	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	EARTHWORK								
2.01	Clearing and Grubbing	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
2.02	Topsoil, On-Site, 6 Inch Depth	CY	443	\$ 25.00	\$ 11,075.00	\$ 26.00	\$ 11,518.00	\$ 50.00	\$ 22,150.00
2.03	Topsoil, Off-Site, 8 Inch Depth	CY	9	\$ 50.00	\$ 450.00	\$ 60.00	\$ 540.00	\$ 75.00	\$ 675.00
2.04	Excavation, Class 10	CY	1322	\$ 20.00	\$ 26,440.00	\$ 25.00	\$ 33,050.00	\$ 28.00	\$ 37,016.00
2.05	Subgrade Preparation	SY	297	\$ 10.00	\$ 2,970.00	\$ 3.00	\$ 891.00	\$ 12.00	\$ 3,564.00
2.06	Subgrade Treatment, Geogrid, Tensar Interax	SY	3103	\$ 15.00	\$ 46,545.00	\$ 12.00	\$ 37,236.00	\$ 15.00	\$ 46,545.00
2.07	Subbase, Modified, 9 Inch Depth (City Furnished)	SY	3552	\$ 10.00	\$ 35,520.00	\$ 12.00	\$ 42,624.00	\$ 10.00	\$ 35,520.00
2.08	Compaction Testing	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 7,500.00	\$ 7,500.00
2.09	Grade Preparation for Cemetery Road	SY	583	\$ 8.00	\$ 4,664.00	\$ 10.00	\$ 5,830.00	\$ 12.00	\$ 6,996.00
	TRENCH EXCAVATION AND BACKFILL								
3.01	Trench Compaction and Testing	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,500.00	\$ 4,500.00
	SEWERS AND DRAINS								
4.01	Storm Sewer, Trenched, PVC, 8 Inch Dia.	LF	8	\$ 130.00	\$ 1,040.00	\$ 75.00	\$ 600.00	\$ 120.00	\$ 960.00
4.02	Storm Sewer, Trenched, PVC, 12 Inch Dia.	LF	13	\$ 150.00	\$ 1,950.00	\$ 85.00	\$ 1,105.00	\$ 120.00	\$ 1,560.00
4.03	Storm Sewer, Trenched, Class III RCP, 15 Inch Dia.	LF	146	\$ 160.00	\$ 23,360.00	\$ 110.00	\$ 16,060.00	\$ 125.00	\$ 18,250.00
4.04	Storm Sewer, Trenched, Class III RCP, 36 Inch Dia.	LF	16	\$ 300.00	\$ 4,800.00	\$ 210.00	\$ 3,360.00	\$ 350.00	\$ 5,600.00
4.05	Removal of Storm Sewer, RCP, 15 Inch Dia.	LF	189	\$ 20.00	\$ 3,780.00	\$ 15.00	\$ 2,835.00	\$ 30.00	\$ 5,670.00
4.06	Removal of Storm Sewer, RCP, 36 Inch Dia.	LF	16	\$ 50.00	\$ 800.00	\$ 15.00	\$ 240.00	\$ 250.00	\$ 4,000.00
4.07	Removal of Storm Sewer, CPP, 8 Inch Dia.	LF	6	\$ 10.00	\$ 60.00	\$ 15.00	\$ 90.00	\$ 50.00	\$ 300.00
4.08	Subdrain, Longitudinal, HDPE, Perforated, 6 Inch Dia.	LF	1297	\$ 20.00	\$ 25,940.00	\$ 22.00	\$ 28,534.00	\$ 28.00	\$ 36,316.00
4.09	Subdrain Cleanout, Type A-2, 6 Inch Dia.	EA	3	\$ 800.00	\$ 2,400.00	\$ 750.00	\$ 2,250.00	\$ 750.00	\$ 2,250.00
4.10	Subdrain Outlets & Connections, Into Structure	EA	9	\$ 650.00	\$ 5,850.00	\$ 450.00	\$ 4,050.00	\$ 1,000.00	\$ 9,000.00
4.11	Bypass Pumping	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 16,500.00	\$ 16,500.00
4.12	Spot Repair per Location, Sanitary Sewer PVC C900, 8 Inch	EA	1	\$ 8,000.00	\$ 8,000.00	\$ 2,200.00	\$ 2,200.00	\$ 5,500.00	\$ 5,500.00
4.13	Spot Repair per Location, Sanitary Sewer PVC C900, 10 Inch	EA	1	\$ 8,000.00	\$ 8,000.00	\$ 2,700.00	\$ 2,700.00	\$ 6,400.00	\$ 6,400.00
4.14	Spot Repair per Location, Sanitary Sewer PVC SDR 25, 10 Inch	EA	1	\$ 8,000.00	\$ 8,000.00	\$ 2,700.00	\$ 2,700.00	\$ 6,400.00	\$ 6,400.00
4.15	Spot Repair by Pipe Replacement, Sanitary Sewer PVC C900, 8 Inch	LF	20	\$ 400.00	\$ 8,000.00	\$ 125.00	\$ 2,500.00	\$ 275.00	\$ 5,500.00
4.16	Spot Repair by Pipe Replacement, Sanitary Sewer PVC C900, 10 Inch	LF	28	\$ 400.00	\$ 11,200.00	\$ 140.00	\$ 3,920.00	\$ 240.00	\$ 6,720.00
4.17	Spot Repair by Pipe Replacement, Sanitary Sewer PVC SDR 25, 10 Inch	LF	20	\$ 400.00	\$ 8,000.00	\$ 140.00	\$ 2,800.00	\$ 240.00	\$ 4,800.00
	WATER MAIN AND APPURTENANCES								
5.01	Water Main, Trenched, PVC C900 DR18, 12 Inch Dia.	LF	904	\$ 100.00	\$ 90,400.00	\$ 88.00	\$ 79,552.00	\$ 130.00	\$ 117,520.00
5.02	Fitting, Cap/Plug or Blind Flange, Any Size	EA	1	\$ 1,100.00	\$ 1,100.00	\$ 400.00	\$ 400.00	\$ 600.00	\$ 600.00
5.03	Fitting, By Weight	LB	1408	\$ 22.00	\$ 30,976.00	\$ 20.00	\$ 28,160.00	\$ 13.00	\$ 18,304.00
5.04	Water Service Stub, Trenchless, Polyethylene, 1 Inch Dia.	EA	2	\$ 7,500.00	\$ 15,000.00	\$ 2,400.00	\$ 4,800.00	\$ 5,000.00	\$ 10,000.00
5.05	Water Service Stub, Trenchless, PVC C900 DR 18, 4 Inch Dia.	EA	1	\$ 8,000.00	\$ 8,000.00	\$ 4,500.00	\$ 4,500.00	\$ 6,750.00	\$ 6,750.00
5.06	Water Service Pipe, PVC C900 DR 18, 6 Inch Dia.	LF	25	\$ 100.00	\$ 2,500.00	\$ 66.00	\$ 1,650.00	\$ 150.00	\$ 3,750.00
5.07	Water Service Pipe, PVC C900 DR 18, 8 Inch Dia.	LF	36	\$ 100.00	\$ 3,600.00	\$ 75.00	\$ 2,700.00	\$ 160.00	\$ 5,760.00
5.08	Water Main Plug, Fill, and Abandonment, 12 Inch Dia. or Less	LF	846	\$ 15.00	\$ 12,690.00	\$ 15.00	\$ 12,690.00	\$ 17.00	\$ 14,382.00
5.09	Water Main Connection, Cut-In	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 1,200.00	\$ 1,200.00	\$ 5,500.00	\$ 5,500.00
5.10	Valve, Gate, 12 Inch Dia.	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 3,500.00	\$ 7,000.00	\$ 6,250.00	\$ 12,500.00
5.11	Valve, Gate, 6 Inch Dia.	EA	1	\$ 2,700.00	\$ 2,700.00	\$ 1,650.00	\$ 1,650.00	\$ 3,500.00	\$ 3,500.00
5.12	Tapping Valve and Sleeve, 12 Inch Dia.	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 8,200.00	\$ 8,200.00	\$ 10,000.00	\$ 10,000.00
5.13	Fire Hydrant Assembly	EA	2	\$ 9,000.00	\$ 18,000.00	\$ 11,950.00	\$ 23,900.00	\$ 8,250.00	\$ 16,500.00
5.14	Valve Box Adjustment, Minor	EA	4	\$ 1,000.00	\$ 4,000.00	\$ 1,400.00	\$ 5,600.00	\$ 500.00	\$ 2,000.00
5.15	Fire Hydrant Assembly Removal	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 2,250.00	\$ 2,250.00
5.16	Valve and Valve Box Removal	EA	5	\$ 750.00	\$ 3,750.00	\$ 500.00	\$ 2,500.00		\$ -
	STRUCTURES FOR SANITARY AND STORM								
6.01	Manhole, Type SW-401, 72 Inch Dia.	EA	1	\$ 20,000.00	\$ 20,000.00	\$ 12,500.00	\$ 12,500.00	\$ 16,000.00	\$ 16,000.00
6.02	Intake, Storm, SW-505	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,500.00	\$ 5,500.00
6.03	Intake, Storm, SW-507	EA	4	\$ 7,500.00	\$ 30,000.00	\$ 7,000.00	\$ 28,000.00	\$ 7,250.00	\$ 29,000.00
6.04	Intake, Storm, SW-541	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 5,150.00	\$ 5,150.00	\$ 5,000.00	\$ 5,000.00
6.05	Intake, Storm, Nyloplast 18 Inch	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 1,700.00	\$ 1,700.00	\$ 3,000.00	\$ 3,000.00
6.06	Manhole Adjustment, Minor	EA	11	\$ 4,500.00	\$ 49,500.00	\$ 2,500.00	\$ 27,500.00	\$ 750.00	\$ 8,250.00
6.07	Remove Manhole	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00
6.08	Remove Intake	EA	7	\$ 1,000.00	\$ 7,000.00	\$ 1,000.00	\$ 7,000.00	\$ 2,000.00	\$ 14,000.00
	STREETS AND RELATED WORK								
7.01	Pavement, PCC, 9 Inch Thickness, C-4WRC-20 or C-4WR	SY	2696	\$ 110.00	\$ 296,560.00	\$ 127.10 (1)	\$ 342,661.60	\$ 130.00	\$ 350,480.00
7.02	Pavement, PCC, 6 Inch Thickness, Temporary, C-4WRC-20, C-4WR, or M-4	SY	312	\$ 70.00	\$ 21,840.00	\$ 75.75 (2)	\$ 23,634.00	\$ 80.00	\$ 24,960.00
7.03	Pavement, PCC, 11 Inch Thickness, C-4WRC-20 or C-4WR	SY	209	\$ 120.00	\$ 25,080.00	\$ 116.50 (3)	\$ 24,348.50	\$ 120.00	\$ 25,080.00
7.04	Curb and Gutter, 5 Foot Width, 8 Inch Thickness, C-4WRC-20 or C-4WR	LF	250	\$ 300.00	\$ 75,000.00	\$ 68.00 (4)	\$ 17,000.00	\$ 70.00	\$ 17,500.00
7.05	PCC and Asphalt Pavement Samples and Testing	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 12,000.00	\$ 12,000.00	\$ 8,000.00	\$ 8,000.00
7.06	Pavement, Asphalt, Surface and Intermediate Layer, 1/2 Inch Aggregate, PG 58-28S, Standard Traffic Mix	TON	100	\$ 150.00	\$ 15,000.00	\$ 210.00	\$ 21,000.00	\$ 235.00	\$ 23,500.00
7.07	Asphalt Overlay, Surface and Intermediate Layer, 1/2 Inch Aggregate, PG 58-28S, Standard Traffic Mix	TON	262	\$ 115.00	\$ 30,130.00	\$ 180.00	\$ 47,160.00	\$ 200.00	\$ 52,400.00
7.08	Removal of Sidewalk	SY	172	\$ 15.00	\$ 2,580.00	\$ 16.00	\$ 2,752.00	\$ 10.00	\$ 1,720.00
7.09	Removal of Driveway	SY	1198	\$ 20.00	\$ 23,960.00	\$ 16.00	\$ 19,168.00	\$ 10.00 (11)	\$ 11,980.00
7.10	Sidewalk, PCC, 4 Inch Thickness, C-4WRC-20 or C-4WR	SY	326	\$ 65.00	\$ 21,190.00	\$ 88.04 (5)	\$ 28,701.04	\$ 90.00	\$ 29,340.00
7.11	Sidewalk, PCC, 6 Inch Thickness, C-4WRC-20 or C-4WR	SY	78	\$ 90.00	\$ 7,020.00	\$ 158.01 (6)	\$ 12,324.78	\$ 160.00	\$ 12,480.00
7.12	Detectable Warning	SF	42	\$ 55.00	\$ 2,310.00	\$ 60.00	\$ 2,520.00	\$ 60.00	\$ 2,520.00
7.13	Driveway, Paved, PCC, 7 Inch Thickness, C-4WRC-20 or C-4WR	SY	546	\$ 90.00	\$ 49,140.00	\$ 107.58 (7)	\$ 58,738.68	\$ 110.00	\$ 60,060.00
7.14	Driveway, Paved, PCC, 8 Inch Thickness, C-4WRC-20 or C-4WR	SY	534	\$ 110.00	\$ 58,740.00	\$ 113.80 (8)	\$ 60,769.20	\$ 115.00	\$ 61,410.00
7.15	Full Depth Patches, PCC, 8 Inch Thickness	SY	135	\$ 150.00	\$ 20,250.00	\$ 111.85 (9)	\$ 15,099.75	\$ 115.00	\$ 15,525.00
7.16	Subbase Over-Excavation	CY	118	\$ 40.00	\$ 4,720.00	\$ 25.00	\$ 2,950.00	\$ 35.00	\$ 4,130.00
7.17	Milling, 3 Inch Thickness	SY	1253	\$ 10.00	\$ 12,530.00	\$ 6.80	\$ 8,520.40	\$ 15.00	\$ 18,795.00
7.18	Pavement Removal	SY	2970	\$ 18.00	\$ 53,460.00	\$ 16.00	\$ 47,520.00	\$ 10.00	\$ 29,700.00
7.19	Curb and Gutter Removal	LF	25	\$ 25.00	\$ 625.00	\$ 22.00	\$ 550.00	\$ 25.00	\$ 625.00
7.20	Temporary Granular Surfacing (Contractor Furnished)	TON	500	\$ 50.00	\$ 25,000.00	\$ 30.00	\$ 15,000.00	\$ 45.00	\$ 22,500.00
7.21	Curb Grinding	LF	7	\$ 75.00	\$ 525.00	\$ 200.00	\$ 1,400.00	\$ 100.00	\$ 700.00
7.22	Diamond Grinding	SY	240	\$ 60.00	\$ 14,400.00	\$ 57.15	\$ 13,716.00	\$ 70.00	\$ 16,800.00
	TRAFFIC CONTROL								
8.01	Painted Pavement Markings, Durable	STA	26.22	\$ 300.00	\$ 7,866.00	\$ 325.00	\$ 8,521.50	\$ 400.00	\$ 10,488.00
8.02	Painted Symbols and Legends, Left Turn Arrow, White	EA	6	\$ 350.00	\$ 2,100.00	\$ 450.00	\$ 2,700.00	\$ 550.00	\$ 3,300.00
8.03	Painted Symbols and Legends, Combined Straight and Right Turn Arrow, White	EA	2	\$ 375.00	\$ 750.00	\$ 475.00	\$ 950.00	\$ 600.00	\$ 1,200.00
8.04	Painted Symbols and Legends, Only, White	EA	1	\$ 400.00	\$ 400.00	\$ 450.00	\$ 450.00	\$ 600.00	\$ 600.00
8.05	Pavement Markings Removed, Water Blasted	STA	2.65	\$ 250.00	\$ 662.50	\$ 750.00	\$ 1,987.50	\$ 900.00	\$ 2,385.00
8.06	Grooves Cut for Pavement Markings	STA	24.68	\$ 150.00	\$ 3,702.00	\$ 230.00	\$ 5,676.40	\$ 250.00	\$ 6,170.00
8.07	Grooves Cut for Symbols and Legends	EA	9	\$ 250.00	\$ 2,250.00	\$ 200.00	\$ 1,800.00	\$ 300.00	\$ 2,700.00
8.08	Temporary Traffic Control	LS	1	\$ 56,000.00	\$ 56,000.00	\$ 60,000.00	\$ 60,000.00	\$ 65,000.00	\$ 65,000.00
8.09	Temporary Floodlight Luminaire	EA	50	\$ 250.00	\$ 12,500.00	\$ 325.00	\$ 16,250.00	\$ 350.00	\$ 17,500.00
8.10	Remove and Reinstall Parking Lot Light Fixture and Footing	EA	2	\$ 7,000.00	\$ 14,000.00	\$ 6,837.00	\$ 13,674.00	\$ 7,500.00	\$ 15,000.00
8.11	Flaggers	CDAY	50	\$ 750.00	\$ 37,500.00	\$ 2,900.00	\$ 145,000.00	\$ 2,900.00	\$ 145,000.00
8.12	Portable Dynamic Message Signs (PDMS)	CDAY	20	\$ 125.00	\$ 2,500.00	\$ 200.00	\$ 4,000.00	\$ 300.00	\$ 6,000.00

TABULATION OF BIDS
Fair Meadow Drive Reconstruction
City of Webster City, Iowa
Project No. 122.0346.01A
Bid Date/Time: November 14, 2023 at 2:00 PM

				ENGINEER'S ESTIMATE		1 CASTOR CONSTRUCTION FORT DODGE, IA		2 RASCH CONSTRUCTION FORT DODGE, IA	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SITE WORK AND LANDSCAPING									
9.01	Conventional Seeding, Type 1 Mix, Fertilizing, and BFM Mulching	AC	1.2	\$ 9,000.00	\$ 10,800.00	\$ 4,400.00	\$ 5,280.00	\$ 7,500.00	\$ 9,000.00
9.02	SWPPP Preparation	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 800.00	\$ 800.00	\$ 1,500.00	\$ 1,500.00
9.03	SWPPP Management	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,400.00	\$ 2,400.00	\$ 3,000.00	\$ 3,000.00
9.04	Filter Sock, 9 Inch Dia.	LF	2341	\$ 2.00	\$ 4,682.00	\$ 2.55	\$ 5,969.55	\$ 3.00	\$ 7,023.00
9.05	Filter Sock, Removal	LF	2341	\$ 1.00	\$ 2,341.00	\$ 3.00	\$ 7,023.00	\$ 3.00	\$ 7,023.00
9.06	Inlet Protection Device, Open Throat	EA	8	\$ 210.00	\$ 1,680.00	\$ 150.00	\$ 1,200.00	\$ 250.00	\$ 2,000.00
9.07	Inlet Protection Device, Drop-In	EA	5	\$ 210.00	\$ 1,050.00	\$ 140.00	\$ 700.00	\$ 250.00	\$ 1,250.00
9.08	Inlet Protection Device, Maintenance	EA	26	\$ 60.00	\$ 1,560.00	\$ 20.00	\$ 520.00	\$ 40.00	\$ 1,040.00
MISCELLANEOUS									
11.01	Mobilization	LS	1	\$ 154,000.00	\$ 154,000.00	\$ 345,000.00	\$ 345,000.00	\$ 364,000.00	\$ 364,000.00
11.02	Concrete Washout	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL CONSTRUCTION COST:					\$ 1,695,963.50	(10)	\$ 1,902,920.90	(12)	\$ 2,083,642.00
BID SECURITY:						10%		10%	

- Notes
- (1) Extended bid price was incorrectly listed as \$342,671.53. Does not affect bid result.
 - (2) Extended bid price was incorrectly listed as \$23,633.42. Does not affect bid result.
 - (3) Extended bid price was incorrectly listed as \$24349.41. Does not affect bid result.
 - (4) Extended bid price was incorrectly listed as \$17,000.38. Does not affect bid result.
 - (5) Extended bid price was incorrectly listed as \$28,699.89. Does not affect bid result.
 - (6) Extended bid price was incorrectly listed as \$12,324.68. Does not affect bid result.
 - (7) Extended bid price was incorrectly listed as \$58,739.26. Does not affect bid result.
 - (8) Extended bid price was incorrectly listed as \$60,771.46. Does not affect bid result.
 - (9) Extended bid price was incorrectly listed as \$15,100.18. Does not affect bid result.
 - (10) Total bid price was incorrectly listed as \$1,902,933.56. Does not affect bid results.
 - (11) Extended bid price was incorrectly listed as \$1,198.00. Does not affect bid result.
 - (12) Total bid price was incorrectly listed as \$2,093,642.00. Does not affect bid results.

BID BOND

KNOW ALL BY THESE PRESENTS:

That we, Castor Construction, LLC, as Principal, and Westfield Insurance Company, as Surety, are held and firmly bound unto the **City of Webster City, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), in the penal sum of _____ DOLLARS (\$ _____), or **ten percent (10%)** of the amount bid in lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain Proposal, in a separate envelope, and hereby made a part hereof, to enter into a Contract in writing, for the following described improvements:

FAIR MEADOW DRIVE RECONSTRUCTION PROJECT

The **Fair Meadow Drive Reconstruction Project** is located on Fair Meadow Drive between Superior Street and Des Moines Street in Webster City, Iowa. The project includes three (3) additional auxiliary work locations: (A) First Street east of Prospect Street "Freeman Journal Parking Lot Driveway Repairs"; (B) First Street from Seneca Street to Superior Street "North Curb and Gutter Replacement"; and (C) Webster City Graceland Cemetery Lane Paving located at the Webster City Graceland Cemetery at Ohio Street near the intersection of Sunset Drive. The project consists of approximately 380 CY of On-Site Topsoil, 15 CY of Off-Site Top soil, 1120 CY of Class 10 Excavation, 4320 SY Subgrade Preparation, 3106 SY of Tensar Interax Geogrid Subgrade Treatment, 3538 SY of 9" Modified Subbase "City Furnished", 600 SY of Grade Preparation for Cemetery Lane, 14 LF of 12" PVC Storm Sewer, 50 LF of 15" RCP Storm Sewer, 1300 LF Longitudinal Subdrain, Sanitary Sewer Spot Repairs 3 Each/60 LF, 900 LF 12" PVC C900 Water Main, 30 LF or less of 8", 6" and 4" PVC C900 Water Service, together with fittings, valves, and fire hydrants; 1 each 72" SW-401 manhole replacement; 7 storm intakes; 10 minor manhole adjustments; 2800 SY of 9" PCC Pavement; 210 SY of 11" PCC Pavement Widening; 25 LF of 2.5' curb and gutter; 250 LF 5' curb and gutter; 600 SY of 3" HMA Pavement PG58-34S ST; 220 TON Asphalt Overlay, PG 28-34S HT; 400 SY PCC Sidewalk; 612 SY of 7" PCC Driveway; 415 SY of 8" PCC Driveway; Asphalt and PCC Patches; related removals; 3' 29 Stations of Painted Pavement Markings (Durable) with Grooves City; Temporary Traffic Control including Lighting, Portable Dynamic Message Signs, and Flaggers; SWPPP Preparation and Measurement; 2400 LF of filter sock and removal; and 1.2 acres of Conventional Seeding, Fertilizing and BFM Mulching.

The Surety hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be **Hamilton** County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/28/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4058702 01

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
GREG KRIER, GRACE RASMUSSEN, JESSIE ALLEN, JOINTLY OR SEVERALLY

of SIOUX FALLS and State of SD its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit. - - - - -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 28th day of JUNE A.D., 2022 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 28th day of JUNE A.D., 2022 , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 27th day of October A.D., 2023 .



Frank A. Carrino, Secretary

NON-COLLUSION AFFIDAVIT STATEMENT

STATE OF IOWA)
) ss
HAMILTON COUNTY)

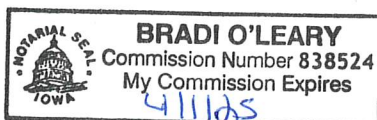
I Noah Carspecken being first duly sworn, depose and
say that I am the CFO
(Sole Owner, Partner, President, Secretary, etc.)
of Caster Construction
(Contractor)

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded conspired, connived, or agreed with any bidder or anyone else to put in a false or sham bid, or that anyone shall refrain from bidding; that said bidder has not solicited or induced any individual or entity to refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to get the bid price of said bidder or of any other bidder, not to fix any overhead, profit, or cost advantage against the public body awarding the contract or anyone interested in the proposed contract; that bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract; that all statements contained in such bid are true; and further, that said bidder has not directly or indirectly submitted his/her bid price or any breakdown thereof, nor the contents thereof, nor divulged information or date relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his/her general business.

By: [Signature]
Subscribed and sworn to before this 13th day of November, 2023.

(Notarial Acknowledgment)

[Signature]
Signature of Officer Administering Oath



SUBCONTRACTORS LIST

Bidder supplies the following information for any subcontractor, supplier, fabricator, equipment rental with operator, etc. to be used on the **Fair Meadow Drive Reconstruction Project**.

Name and Telephone No.	Address	License No.	Bid Item No. or Work to be Performed
Nels Pederson Co Inc (515) 545-4237	19 1st St SW Badger, IA 50516	C098101	Utility & Underground
Iowa Plains Signing Inc. (515) 685-3536	1110 W 6th Ave Slater, IA 50244	C090531	Traffic Control & Painting
Diamond Surfacing Inc. (763) 420-5009	21025 Commerce Blvd. Suite 900 Rogers, MN 55374	C096447	Concrete Diamond Grinding
North Central Turf & Landscaping (515) 832-1107	601 3rd St Webster City, IA 50595	C088165	Seeding & SNPPP
Absolute Group (515) 531-0635	1800 Burr Oak Blvd. Granger, IA 50109	C145563	Seeding & SNPPP
()			
()			
()			

(Use additional sheets as necessary)

BID CERTIFICATION

The undersigned certifies they are familiar with the various state and local laws affecting labor, length of working days, employer's liabilities, Sunday and holiday work, alien labor, domestic materials, subcontractors, etc. It is understood and agreed that the work under the contract will be commenced by the undersigned bidder, if awarded the contract, within fourteen (14) calendar days after receipt of the Notice to Proceed and will be completed by the Contractor in the time set forth in the AGREEMENT. Contract time shall begin on the date of the Notice to Proceed and "winter work" shall be as specified in the Special Provisions.

Enclosed find bidders bond, certified check no. or cashier's check no. _____ on the

_____ Bank,

in the amount of 10% of total bid
which is as stipulated in the bid bond, submitted by the undersigned made payable to the City of Webster City, Iowa and which is given as a guarantee that the bidder agrees that in case of their default in executing said contract with necessary bonds, the bond or check accompanying this bid and the money made payable shall become and remain the property of the City.

It is understood and agreed that the City has the right to waive defects and to accept or reject any or all bids. The following required information is true and correct. Failure to complete this information renders the bid non-responsive and the bid must be rejected.

Castor Construction
Company Name

1515 Ave O
Mailing Address

Fort Dodge, IA 50501
City, State, Zip

Street Address (if different from Mailing Address)

515-955-6785
Telephone Number

[Signature]
Authorized Signature

CFO
Signatory's Title

C128708
State License Number

noah@castorconstructionco.com
Email Address

N/A
Fax Number

Dated this 14th day of November, 2023.

RECEIPT OF ADDENDA:

Addendum #1 ✓ Addendum #2 ✓ Addendum #3 ✓

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

PROPOSAL

PROPOSAL: PART A – SCOPE

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

FAIR MEADOW DRIVE RECONSTRUCTION PROJECT

The **Fair Meadow Drive Reconstruction Project** is located on Fair Meadow Drive between Superior Street and Des Moines Street in Webster City, Iowa. The project includes three (3) additional auxiliary work locations: (A) First Street east of Prospect Street “Freeman Journal Parking Lot Driveway Repairs”; (B) First Street from Seneca Street to Superior Street “North Curb and Gutter Replacement”; and (C) Webster City Graceland Cemetery Lane Paving located at the Webster City Graceland Cemetery at Ohio Street near the intersection of Sunset Drive. The project consists of approximately 380 CY of On-Site Topsoil, 15 CY of Off-Site Top soil, 1120 CY of Class 10 Excavation, 4320 SY Subgrade Preparation, 3106 SY of Tensar Interax Geogrid Subgrade Treatment, 3538 SY of 9” Modified Subbase “City Furnished”, 600 SY of Grade Preparation for Cemetery Lane, 14 LF of 12” PVC Storm Sewer, 50 LF of 15” RCP Storm Sewer, 1300 LF Longitudinal Subdrain, Sanitary Sewer Spot Repairs 3 Each/60 LF, 900 LF 12” PVC C900 Water Main, 30 LF or less of 8”, 6” and 4” PVC C900 Water Service, together with fittings, valves, and fire hydrants; 1 each 72” SW-401 manhole replacement; 7 storm intakes; 10 minor manhole adjustments; 2800 SY of 9” PCC Pavement; 210 SY of 11” PCC Pavement Widening; 25 LF of 2.5’ curb and gutter; 250 LF 5’ curb and gutter; 600 SY of 3” HMA Pavement PG58-34S ST; 220 TON Asphalt Overlay, PG 28-34S HT; 400 SY PCC Sidewalk; 612 SY of 7” PCC Driveway; 415 SY of 8” PCC Driveway; Asphalt and PCC Patches; related removals; 3’ 29 Stations of Painted Pavement Markings (Durable) with Grooves City; Temporary Traffic Control including Lighting, Portable Dynamic Message Signs, and Flaggers; SWPPP Preparation and Measurement; 2400 LF of filter sock and removal; and 1.2 acres of Conventional Seeding, Fertilizing and BFM Mulching.

PROPOSAL: PART B – ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NUMBER <u>1</u>	ADDENDUM NUMBER <u>3</u>
ADDENDUM NUMBER <u>2</u>	ADDENDUM NUMBER _____

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

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

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

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

PROPOSAL: PART D – GENERAL

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

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

The Bidder hereby agrees to:

1. Enter into a Contract, if this Proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a Performance, Payment, and Maintenance Bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such Contract and/or to furnish said Bond; and
3. Notice to Proceed shall be issued after satisfactory review of executed bonds, insurance, and contract.
4. The Contractor shall complete the work as follows:
5. The Contractor shall fully complete the project within 90 Working Days. Fully completion includes having all pavement, driveways, pavement markings, utility adjustments, and site restoration and ALL work areas open to use by the public. Work once commenced shall be diligently worked to completion. Should the Contractor fail to fully complete the work within the time allotted, liquidated damages of One Thousand Two Hundred Dollars (\$1,200) per working day shall be applied for each calendar day until the work is fully complete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

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

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

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

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

PROPOSAL: PART G – IDENTITY OF BIDDER

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

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

The Bidder shall enter its Public Registration
Number C1287-08 issued
By the Iowa Commissioner of Labor Pursuant
Section 91C.5 of the Iowa Code.

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

NOTE:

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

Castor Construction

Bidder

[Signature]

Signature

By: Noah Carspecker

Name (Print/Type)

CEO

Title

1515 Ave D

Street Address

Fort Dodge, IA 50501

City, State, Zip Code

515-955-6785

Telephone Number

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

Jordan Castor

Name

Owner

Title

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

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Bid Price(s), and the Total of the Base Bid in this Proposal Attachment: Part C – Bid Items, Quantities, and Prices the total of the base bid plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The total of the Base Bid shall be used for determining the sufficiency of the bid security.

BASE BID					
Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
	Earthwork				
2.01	Clearing and Grubbing	LS	1	\$ 2000.00	\$ 2000.00
2.02	Topsoil, On-Site, 6 Inch Depth	CY	443	\$ 26.00	\$ 11,518.00
2.03	Topsoil, Off-Site, 8 Inch Depth	CY	9	\$ 60.00	\$ 540.00
2.04	Excavation, Class 10	CY	1322	\$ 25.00	\$ 33,050.00
2.05	Subgrade Preparation	SY	297	\$ 3.00	\$ 891.00
2.06	Subgrade Treatment, Geogrid, Tensar Interax	SY	3103	\$ 12.00	\$ 37,236.00
2.07	Subbase, Modified, 9 Inch Depth (City Furnished)	SY	3552	\$ 12.00	\$ 42,624.00
2.08	Compaction Testing	LS	1	\$ 4,000.00	\$ 4,000.00
2.09	Grade Preparation for Cemetery Road	SY	583	\$ 10.00	\$ 5,830.00
	Trench Excavation and Backfill				
3.01	Trench Compaction and Testing	LS	1	\$ 2,000.00	\$ 2,000.00
	Sewers and Drains				
4.01	Storm Sewer, Trenched, PVC, 8 Inch Dia.	LF	8	\$ 75.00	\$ 600.00
4.02	Storm Sewer, Trenched, PVC, 12 Inch Dia.	LF	13	\$ 85.00	\$ 1,105.00
4.03	Storm Sewer, Trenched, Class III RCP, 15 Inch Dia.	LF	146	\$ 110.00	\$ 16,060.00
4.04	Storm Sewer, Trenched, Class III RCP, 36 Inch Dia.	LF	16	\$ 210.00	\$ 3,360.00
4.05	Removal of Storm Sewer, RCP, 15 Inch Dia.	LF	189	\$ 15.00	\$ 2,835.00
4.06	Removal of Storm Sewer, RCP, 36 Inch Dia.	LF	16	\$ 15.00	\$ 240.00
4.07	Removal of Storm Sewer, CPP, 8 Inch Dia.	LF	6	\$ 15.00	\$ 90.00
4.08	Subdrain, Longitudinal, HDPE, Perforated, 6 Inch Dia.	LF	1297	\$ 22.00	\$ 28,534.00
4.09	Subdrain Cleanout, Type A-2, 6 Inch Dia.	EA	3	\$ 750.00	\$ 2,250.00
4.10	Subdrain Outlets & Connections, Into Structure	EA	9	\$ 450.00	\$ 4,050.00
4.11	Bypass Pumping	LS	1	\$ 2,000.00	\$ 2,000.00

4.12	Spot Repair per Location, Sanitary Sewer PVC C900, 8 Inch	EA	1	\$ 2200.00	\$ 2,200.00
4.13	Spot Repair per Location, Sanitary Sewer PVC C900, 10 Inch	EA	1	\$ 2700.00	\$ 2,700.00
4.14	Spot Repair per Location, Sanitary Sewer PVC SDR 25, 10 Inch	EA	1	\$ 2700.00	\$ 2,700.00
4.15	Spot Repair by Pipe Replacement, Sanitary Sewer PVC C900, 8 Inch	LF	20	\$ 125.00	\$ 2,500.00
4.16	Spot Repair by Pipe Replacement, Sanitary Sewer PVC C900, 10 Inch	LF	28	\$ 140.00	\$ 3,920.00
4.17	Spot Repair by Pipe Replacement, Sanitary Sewer PVC SDR 25, 10 Inch	LF	20	\$ 140.00	\$ 2,800.00
Water Main and Appurtenances					
5.01	Water Main, Trenched, PVC C900 DR18, 12 Inch Dia.	LF	904	\$ 88.00	\$ 79,552.00
5.02	Fitting, Cap/Plug or Blind Flange, Any Size	EA	1	\$ 460.00	\$ 460.00
5.03	Fitting, By Weight	LB	1408	\$ 20.00	\$ 28,160.00
5.04	Water Service Stub, Trenchless, Polyethylene, 1 Inch Dia.	EA	2	\$ 2,400.00	\$ 4,800.00
5.05	Water Service Stub, Trenchless, PVC C900 DR 18, 4 Inch Dia.	EA	1	\$ 4,500.00	\$ 4,500.00
5.06	Water Service Pipe, PVC C900 DR 18, 6 Inch Dia.	LF	25	\$ 66.00	\$ 1,650.00
5.07	Water Service Pipe, PVC C900 DR 18, 8 Inch Dia.	LF	36	\$ 75.00	\$ 2,700.00
5.08	Water Main Plug, Fill, and Abandonment, 12 Inch Dia. or Less	LF	846	\$ 15.00	\$ 12,690.00
5.09	Water Main Connection, Cut-In	EA	1	\$ 1,200.00	\$ 1,200.00
5.10	Valve, Gate, 12 Inch Dia.	EA	2	\$ 3,500.00	\$ 7,000.00
5.11	Valve, Gate, 6 Inch Dia.	EA	1	\$ 1,650.00	\$ 1,650.00
5.12	Tapping Valve Assembly, 12 Inch Dia.	EA	1	\$ 8,200.00	\$ 8,200.00
5.13	Fire Hydrant Assembly	EA	2	\$ 11,950.00	\$ 23,900.00
5.14	Valve Box Adjustment, Minor	EA	4	\$ 1,400.00	\$ 5,600.00
5.15	Fire Hydrant Assembly Removal	EA	1	\$ 500.00	\$ 500.00
5.16	Valve and Valve Box Removal	EA	5	\$ 500.00	\$ 2,500.00
Structures for Sanitary and Storm					
6.01	Manhole, Type SW-401, 72 Inch Dia.	EA	1	\$ 12,500.00	\$ 12,500.00
6.02	Intake, Storm, SW-505	EA	1	\$ 6,000.00	\$ 6,000.00
6.03	Intake, Storm, SW-507	EA	4	\$ 7,000.00	\$ 28,000.00
6.04	Intake, Storm, SW-541	EA	1	\$ 5,150.00	\$ 5,150.00
6.05	Intake, Storm, Nyloplast 18 Inch	EA	1	\$ 1,700.00	\$ 1,700.00
6.06	Manhole Adjustment, Minor	EA	11	\$ 2,500.00	\$ 27,500.00
6.07	Remove Manhole	EA	1	\$ 1,000.00	\$ 1,000.00
6.08	Remove Intake	EA	7	\$ 1,000.00	\$ 7,000.00

	Streets and Related Work				
7.01	Pavement, PCC, 9 Inch Thickness, C-4WRC-20 or C-4WR	SY	2696	\$ <u>127.¹⁰</u>	\$ <u>342,671.⁵³</u>
7.02	Pavement, PCC, 6 Inch Thickness, Temporary, C-4WRC-20, C-4WR, or M-4	SY	312	\$ <u>75.⁷⁵</u>	\$ <u>23,633.⁴²</u>
7.03	Pavement, PCC, 11 Inch Thickness, C-4WRC-20 or C-4WR	SY	209	\$ <u>116.⁵⁰</u>	\$ <u>24,349.⁴¹</u>
7.04	Curb and Gutter, 5 Foot Width, 8 Inch Thickness, C-4WRC-20 or C-4WR	LF	250	\$ <u>68.⁰⁰</u>	\$ <u>17,000.³⁸</u>
7.05	PCC and Asphalt Pavement Samples and Testing	LS	1	\$ <u>12,000.⁰⁰</u>	\$ <u>12,000.⁰⁰</u>
7.06	Pavement, Asphalt, Surface and Intermediate Layer, 1/2 Inch Aggregate, PG 58-28S, Standard Traffic Mix	TON	100	\$ <u>210.⁰⁰</u>	\$ <u>21,000.⁰⁰</u>
7.07	Asphalt Overlay, Surface and Intermediate Layer, 1/2 Inch Aggregate, PG 58-28S, Standard Traffic Mix	TON	262	\$ <u>180.⁰⁰</u>	\$ <u>47,160.⁰⁰</u>
7.08	Removal of Sidewalk	SY	172	\$ <u>16.⁰⁰</u>	\$ <u>2,752.⁰⁰</u>
7.09	Removal of Driveway	SY	1198	\$ <u>16.⁰⁰</u>	\$ <u>19,168.⁰⁰</u>
7.10	Sidewalk, PCC, 4 Inch Thickness, C-4WRC-20 or C-4WR	SY	326	\$ <u>88.⁰⁴</u>	\$ <u>28,699.⁸⁹</u>
7.11	Sidewalk, PCC, 6 Inch Thickness, C-4WRC-20 or C-4WR	SY	78	\$ <u>158.⁰¹</u>	\$ <u>12,324.⁶⁸</u>
7.12	Detectable Warning	SF	42	\$ <u>60.⁰⁰</u>	\$ <u>2,520.⁰⁰</u>
7.13	Driveway, Paved, PCC, 7 Inch Thickness, C-4WRC-20 or C-4WR	SY	546	\$ <u>107.⁵⁸</u>	\$ <u>58,739.²⁶</u>
7.14	Driveway, Paved, PCC, 8 Inch Thickness, C-4WRC-20 or C-4WR	SY	534	\$ <u>113.⁸⁰</u>	\$ <u>60,771.⁴⁶</u>
7.15	Full Depth Patches, PCC, 8 Inch Thickness	SY	135	\$ <u>111.⁸⁵</u>	\$ <u>15,100.¹⁵</u>
7.16	Subbase Over-Excavation	CY	118	\$ <u>25.⁰⁰</u>	\$ <u>2,950.⁰⁰</u>
7.17	Milling, 3 Inch Thickness	SY	1253	\$ <u>6.⁸⁰</u>	\$ <u>8,520.⁴⁰</u>
7.18	Pavement Removal	SY	2970	\$ <u>16.⁰⁰</u>	\$ <u>47,520.⁰⁰</u>
7.19	Curb and Gutter Removal	LF	25	\$ <u>22.⁰⁰</u>	\$ <u>550.⁰⁰</u>
7.20	Temporary Granular Surfacing (Contractor Furnished)	TON	500	\$ <u>30.⁰⁰</u>	\$ <u>15,000.⁰⁰</u>
7.21	Curb Grinding	LF	7	\$ <u>200.⁰⁰</u>	\$ <u>1,400.⁰⁰</u>
7.22	Diamond Grinding	SY	240	\$ <u>57.¹⁵</u>	\$ <u>13,716.⁰⁰</u>
	Traffic Control				
8.01	Painted Pavement Markings, Durable	STA	26.22	\$ <u>325.⁰⁰</u>	\$ <u>8,521.⁵⁰</u>
8.02	Painted Symbols and Legends, Left Turn Arrow, White	EA	6	\$ <u>450.⁰⁰</u>	\$ <u>2,700.⁰⁰</u>
8.03	Painted Symbols and Legends, Combined Straight and Right Turn Arrow, White	EA	2	\$ <u>475.⁰⁰</u>	\$ <u>950.⁰⁰</u>

8.04	Painted Symbols and Legends, Only, White	EA	1	\$ 450.00	\$ 450.00
8.05	Pavement Markings Removed, Water Blasted	STA	2.65	\$ 750.00	\$ 1,987.50
8.06	Grooves Cut for Pavement Markings	STA	24.68	\$ 230.00	\$ 5,676.40
8.07	Grooves Cut for Symbols and Legends	EA	9	\$ 200.00	\$ 1,800.00
8.08	Temporary Traffic Control	LS	1	\$ 60,000.00	\$ 60,000.00
8.09	Temporary Floodlight Luminaire	EA	50	\$ 325.00	\$ 16,250.00
8.10	Remove and Reinstall Parking Lot Light Fixture and Footing	EA	2	\$ 6,837.00	\$ 13,674.00
8.11	Flaggers	CDAY	50	\$ 2,900.00	\$ 145,000.00
8.12	Portable Dynamic Message Signs (PDMS)	CDAY	20	\$ 200.00	\$ 4,000.00
Site Work and Landscaping					
9.01	Conventional Seeding, Type 1 Mix, Fertilizing, and BFM Mulching	AC	1.2	\$ 4,400.00	\$ 5,280.00
9.02	SWPPP Preparation	LS	1	\$ 800.00	\$ 800.00
9.03	SWPPP Management	LS	1	\$ 2,400.00	\$ 2,400.00
9.04	Filter Sock, 9 Inch Dia.	LF	2341	\$ 2.55	\$ 5,969.55
9.05	Filter Sock, Removal	LF	2341	\$ 3.00	\$ 7,023.00
9.06	Inlet Protection Device, Open Throat	EA	8	\$ 150.00	\$ 1,200.00
9.07	Inlet Protection Device, Drop-In	EA	5	\$ 140.00	\$ 700.00
9.08	Inlet Protection Device, Maintenance	EA	26	\$ 20.00	\$ 520.00
Miscellaneous					
11.01	Mobilization	LS	1	\$ 345,000.00	\$ 345,000.00
11.02	Concrete Washout	LS	1	\$ 4,000.00	\$ 4,000.00

TOTAL CONSTRUCTION COST BASE BID: \$ 1,902,933.56

Worksheet: Authorization to Transact Business

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

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

Statement of Bidder's Qualifications Form

All Contractors intending to submit a Proposal for the listed Project shall submit a fully completed written statement on this form sworn to before an officer authorized by law to administer oaths. The Contractor shall be bound by the information set forth in the statement.

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

Instructions

1. All Questions must be answered completely and correctly.
2. Do not leave blanks.
3. If a question or section is not applicable, write "Not Applicable" or "N/A".
4. "Information Provided Upon Request" or similar responses are not acceptable.
5. If you need additional space to complete an answer, use a separate piece of paper and attach it to this form.

Project Information

Project Name: Fair Meadow Drive Reconstruction Project

Owner's Name: City of Webster City, Iowa

Owner's Address: Webster City City Hall, 400 Second Street, Webster City, Iowa, 50595

Contractor Information

1. Identification

- A. Name of Organization: Castor Construction
- B. Name and Title of Responsible Individual: Noah Carspecken
- C. Contractor's Address: 1515 Ave O Ft. Dodge, IA 50501
- D. Telephone Number: 515-955-6785
- E. Fax Number: N/A
- F. Email: noah@castorconstructionco.com

2. Responsibility

- A. Has the Contractor's Registration ever been suspended or revoked in any jurisdiction?

_____ Yes ☒ No

If yes, provide all relevant information and documentation regarding the suspension or revocation.

- B. Has the Contractor ever been unable to obtain a bond or been denied a bond?

_____ Yes ☒ No

If yes, provide all relevant information and documentation regarding the refusal or denial.

- C. Has the Contractor had any judgments entered against it or been a party to arbitration proceedings or litigation within the past five (5) years, or are there any currently pending arbitration proceedings or litigation involving the Contractor or any of its officers?

_____ Yes _____ No ☒ See answer on next page

If yes, provide listings, status, and outcomes regarding the judgments, arbitration proceedings, or litigation. The Owner reserves the right to request additional information, if deemed necessary.

- D. Within the past five (5) years, has the Contractor, or the Contractor's proposed subcontractor(s) for the Project, ever been prohibited, debarred, disqualified, or removed by any federal, state, or local governmental entity from bidding on any project?

_____ Yes ☒ No

If yes, provide all relevant information and documentation regarding the prohibition, debarment, disqualification, or removal.

- E. Within the past five (5) years, has the Contractor, or the Contractor's proposed subcontractor(s) for the Project, received notification of breach or default on any contract; had any contract terminated; had any owner request to take over work; failed to substantially complete any project in a timely manner; or failed to fully complete any project in a timely manner?

_____ Yes ☒ No

If yes, provide all relevant information and documentation regarding said breach, default, termination, owner request to take over work, or failure to complete.

- F. The Contractor affirms its responsibility to retain only subcontractors who can fully comply with the Contract Documents for the Project, including those that can address requirements concerning labor.

☒ Yes _____ No

- G. The Contractor affirms its responsibility to ensure that each subcontractor meets quality assurance specifications as presented in the Contract Documents for the Project.

☒ Yes _____ No

Answer question 2.C.

See City of Callender V. Mer Engineering, CO., et. al., in the Iowa District Court for Webster County, #LACV321777. This case is in active litigation, and vigorously defended by Castor Construction. It is believed that as the facts and circumstances are analyzed, the issues will likely be properly resolved in favor of Castor Construction.

H. The Contractor agrees to submit to the Owner a list of all proposed subcontractors at the time of the preconstruction conference for the Project. In the event that any of the Contractor's designated subcontractors for the Project are found by the Owner to have "Yes" answers to either of questions 2.D. and 2.E. or not meet the requirements of questions 2.F. and 2.G. above, such subcontractor(s) may be prohibited from the Project. If said subcontractor(s) are prohibited from the Project, the Contractor shall propose qualified replacement subcontractor(s) prior to starting the Project. The replacement subcontractor(s) shall be subject to the Owner's approval. Such approval will not be unreasonably withheld.

X Yes No

3. Certification

I hereby certify that:

(1) all the information submitted in this Statement of Bidder's Qualifications Form, including all attachments, is true to the best of my knowledge and belief;

(2) I am authorized to sign this Statement of Bidder's Qualifications Form on behalf of the Contractor whose name appears in Item 1 above; and

(3) if any of the information I have provided herein becomes inaccurate, prior to execution of any Contract for the Project, I will immediately provide the Owner with updated accurate information in writing.

Dated this 13th day of November, 2023.

Name of Contractor:

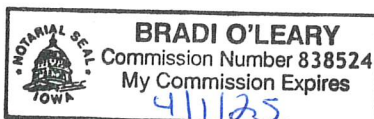
Caster Construction

By: [Signature]

Title: CFO

State of IOWA)
) SS
Webster County)

On this 13 day of November, 2023, before me, the undersigned, a Notary Public in and for the State of IOWA, personally appeared Noah Carspecken and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.



Bradi O'Leary
Notary Public in and for the State of IOWA
My commission expires April 1st, 2025

November 16, 2023

Ms. Biridiana Bishop, Assistant City Manager
City of Webster City
400 2nd St., Box 217
Webster City, IA 50595

RE: FAIR MEADOW DRIVE RECONSTRUCTION PROJECT
REPORT OF BIDS AND AWARD RECOMMENDATION
CITY PROJECT No. 09-23-002; S&A PROJECT NO. 122.0346.01A

Dear Biri:

The bid letting for the Fair Meadow Drive Reconstruction Project was held Tuesday, November 14, 2023, at City Hall. Two bid proposals were received, and Castor Construction of Fort Dodge, Iowa, submitted the apparent low bid of \$1,902,920.90.

The bids were reviewed and tabulated (refer to attached bid tabulation). The Engineer's Estimate for the Base Bid without contingency was \$1,695,963.50.

The primary cost difference between the Engineer's Estimate and apparent low bid are bid items 8.11, Flaggers, and bid item 11.01, Mobilization. We have discussed with Castor Construction on their higher than anticipated pricing for these two bid items.

The higher flagger unit pricing is associated with having three flaggers and one supervisor to coordinate the flaggers during nighttime and daytime operations. As not all construction stages will require flaggers, we will work closely with Castor Construction to ensure flaggers are only being utilized during required construction activities to protect both the construction workers and traveling public.

The explanation for the higher than anticipated mobilization cost is associated with the following:

- The contractor will have a foreman on-site full time to oversee both daytime and nighttime work to coordinate traffic control switches, subcontractor work, concrete deliveries, and construction equipment, trucks, and materials to site.
- Increased costs for nighttime work are included in the Mobilization item.
- Loss of production for construction crews for the day after nighttime work occurs.

Snyder & Associates has worked with Castor Construction successfully in the past, where Castor Construction was the prime contractor for the 1st Avenue South and 15th Street Improvements for the City of Fort Dodge, which is similar in scope to this project.

Castor Construction was also a subcontractor on the following recent Webster City projects, Lincoln Drive Reconstruction Project, 2022 HMA Improvements Project, 2020 and 2021 Second Street Reconstruction Projects.

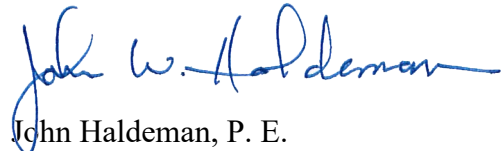
We believe rebidding this project would not result in a noticeable reduction in the total bid price. There were nearly 40 plan holders for the bid letting, and although only two bid proposals were received, we know multiple subcontractors and suppliers were submitting quotes to the two bidders.

We believe that Castor Construction and their subcontractors can successfully complete this project. Snyder & Associates recommends award to Castor Construction for the bid of \$1,902,920.90.

We will be in attendance at the council meeting on November 20, 2023, to discuss the Report of Bids.

Sincerely,

SNYDER & ASSOCIATES, INC.



John Haldeman, P. E.
Project Manager

CC: Derrick Drube, ROW Inspector
Brandon Bahrenfuss, Street Department Supervisor
Dedra Nerland, Public Works Management Assistant
Laura Lamberty, P.E., Project Engineer

CONTRACT

THIS CONTRACT, made and entered into at **Webster City City Hall** this 20th day of November, 2023, by and between the **City of Webster City, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Castor Construction, hereinafter called the "Contractor."

WITNESSETH:

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

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

FAIR MEADOW DRIVE RECONSTRUCTION PROJECT

The **Fair Meadow Drive Reconstruction Project** is located on Fair Meadow Drive between Superior Street and Des Moines Street in Webster City, Iowa. The project includes three (3) additional auxiliary work locations: (A) First Street east of Prospect Street "Freeman Journal Parking Lot Driveway Repairs"; (B) First Street from Seneca Street to Superior Street "North Curb and Gutter Replacement"; and (C) Webster City Graceland Cemetery Lane Paving located at the Webster City Graceland Cemetery at Ohio Street near the intersection of Sunset Drive. The project consists of approximately 380 CY of On-Site Topsoil, 15 CY of Off-Site Top soil, 1120 CY of Class 10 Excavation, 4320 SY Subgrade Preparation, 3106 SY of Tensar Interax Geogrid Subgrade Treatment, 3538 SY of 9" Modified Subbase "City Furnished", 600 SY of Grade Preparation for Cemetery Lane, 14 LF of 12" PVC Storm Sewer, 50 LF of 15" RCP Storm Sewer, 1300 LF Longitudinal Subdrain, Sanitary Sewer Spot Repairs 3 Each/60 LF, 900 LF 12" PVC C900 Water Main, 30 LF or less of 8", 6" and 4" PVC C900 Water Service, together with fittings, valves, and fire hydrants; 1 each 72" SW-401 manhole replacement; 7 storm intakes; 10 minor manhole adjustments; 2800 SY of 9" PCC Pavement; 210 SY of 11" PCC Pavement Widening; 25 LF of 2.5' curb and gutter; 250 LF 5' curb and gutter; 600 SY of 3" HMA Pavement PG58-34S ST; 220 TON Asphalt Overlay, PG 28-34S HT; 400 SY PCC Sidewalk; 612 SY of 7" PCC Driveway; 415 SY of 8" PCC Driveway; Asphalt and PCC Patches; related removals; 3' 29 Stations of Painted Pavement Markings (Durable) with Grooves City; Temporary Traffic Control including Lighting, Portable Dynamic Message Signs, and Flaggers; SWPPP Preparation and Measurement; 2400 LF of filter sock and removal; and 1.2 acres of Conventional Seeding, Fertilizing and BFM Mulching.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of ONE MILLION NINE HUNDRED TWO THOUSAND, NINE HUNDRED TWENTY AND 90/100 DOLLARS (\$1,902,920.90), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond.

The Contractor shall complete the work as follows:

The Early Start date is Monday, April 15, 2024. The Late Start date is June 3, 2024. The Notice to Proceed is anticipated to be issued after satisfactory review of executed bonds, insurance, and contract and the early and late start dates. The work shall be diligently worked to completion.

The Contractor shall fully complete the project within 90 Working Days. Fully completion includes having all pavement, driveways, pavement markings, utility adjustments, and site restoration and ALL work areas open to use by the public. Work once commenced shall be diligently worked to completion. Should the Contractor fail to fully complete the work within the time allotted, liquidated damages of One Thousand Two Hundred Dollars (\$1,200) per working day shall be applied for each calendar day until the work is fully complete.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION:

By: _____

(Seal)
ATTEST:

CONTRACTOR:

Castor Construction
Contractor

By: _____
Signature

Title

1515 Ave O
Street Address

Fort Dodge, IA 50501
City, State, Zip Code

515-955-6785
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 1 2 8 7 - 0 8 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

1. All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

PARTNERSHIP ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is award and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to twenty percent (20%) or less of the amount bid shall not affect the unit bid price.

BASE BID					
Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
	Earthwork				
2.01	Clearing and Grubbing	LS	1	\$ 2,000.00	\$ 2,000.00
2.02	Topsoil, On-Site, 6 Inch Depth	CY	443	\$ 26.00	\$ 11,518.00
2.03	Topsoil, Off-Site, 8 Inch Depth	CY	9	\$ 60.00	\$ 540.00
2.04	Excavation, Class 10	CY	1322	\$ 25.00	\$ 33,050.00
2.05	Subgrade Preparation	SY	297	\$ 3.00	\$ 891.00
2.06	Subgrade Treatment, Geogrid, Tensar Interax	SY	3103	\$ 12.00	\$ 37,236.00
2.07	Subbase, Modified, 9 Inch Depth (City Furnished)	SY	3552	\$ 12.00	\$ 42,624.00
2.08	Compaction Testing	LS	1	\$ 4,000.00	\$ 4,000.00
2.09	Grade Preparation for Cemetery Road	SY	583	\$ 10.00	\$ 5,830.00
	Trench Excavation and Backfill				
3.01	Trench Compaction and Testing	LS	1	\$ 2,000.00	\$ 2,000.00
	Sewers and Drains				
4.01	Storm Sewer, Trenched, PVC, 8 Inch Dia.	LF	8	\$ 75.00	\$ 600.00
4.02	Storm Sewer, Trenched, PVC, 12 Inch Dia.	LF	13	\$ 85.00	\$ 1,105.00
4.03	Storm Sewer, Trenched, Class III RCP, 15 Inch Dia.	LF	146	\$ 110.00	\$ 16,060.00
4.04	Storm Sewer, Trenched, Class III RCP, 36 Inch Dia.	LF	16	\$ 210.00	\$ 3,360.00
4.05	Removal of Storm Sewer, RCP, 15 Inch Dia.	LF	189	\$ 15.00	\$ 2,835.00
4.06	Removal of Storm Sewer, RCP, 36 Inch Dia.	LF	16	\$ 15.00	\$ 240.00
4.07	Removal of Storm Sewer, CPP, 8 Inch Dia.	LF	6	\$ 15.00	\$ 90.00
4.08	Subdrain, Longitudinal, HDPE, Perforated, 6 Inch Dia.	LF	1297	\$ 22.00	\$ 28,534.00
4.09	Subdrain Cleanout, Type A-2, 6 Inch Dia.	EA	3	\$ 750.00	\$ 2,250.00
4.10	Subdrain Outlets & Connections, Into Structure	EA	9	\$ 450.00	\$ 4,050.00

BASE BID					
Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
4.11	Bypass Pumping	LS	1	\$ 2,000.00	\$ 2,000.00
4.12	Spot Repair per Location, Sanitary Sewer PVC C900, 8 Inch	EA	1	\$ 2,200.00	\$ 2,200.00
4.13	Spot Repair per Location, Sanitary Sewer PVC C900, 10 Inch	EA	1	\$ 2,700.00	\$ 2,700.00
4.14	Spot Repair per Location, Sanitary Sewer PVC SDR 25, 10 Inch	EA	1	\$ 2,700.00	\$ 2,700.00
4.15	Spot Repair by Pipe Replacement, Sanitary Sewer PVC C900, 8 Inch	LF	20	\$ 125.00	\$ 2,500.00
4.16	Spot Repair by Pipe Replacement, Sanitary Sewer PVC C900, 10 Inch	LF	28	\$ 140.00	\$ 3,920.00
4.17	Spot Repair by Pipe Replacement, Sanitary Sewer PVC SDR 25, 10 Inch	LF	20	\$ 140.00	\$ 2,800.00
	Water Main and Appurtenances				
5.01	Water Main, Trenched, PVC C900 DR18, 12 Inch Dia.	LF	904	\$ 88.00	\$ 79,552.00
5.02	Fitting, Cap/Plug or Blind Flange, Any Size	EA	1	\$ 400.00	\$ 400.00
5.03	Fitting, By Weight	LB	1408	\$ 20.00	\$ 28,160.00
5.04	Water Service Stub, Trenchless, Polyethylene, 1 Inch Dia.	EA	2	\$ 2,400.00	\$ 4,800.00
5.05	Water Service Stub, Trenchless, PVC C900 DR 18, 4 Inch Dia.	EA	1	\$ 4,500.00	\$ 4,500.00
5.06	Water Service Pipe, PVC C900 DR 18, 6 Inch Dia.	LF	25	\$ 66.00	\$ 1,650.00
5.07	Water Service Pipe, PVC C900 DR 18, 8 Inch Dia.	LF	36	\$ 75.00	\$ 2,700.00
5.08	Water Main Plug, Fill, and Abandonment, 12 Inch Dia. or Less	LF	846	\$ 15.00	\$ 12,690.00
5.09	Water Main Connection, Cut-In	EA	1	\$ 1,200.00	\$ 1,200.00
5.10	Valve, Gate, 12 Inch Dia.	EA	2	\$ 3,500.00	\$ 7,000.00
5.11	Valve, Gate, 6 Inch Dia.	EA	1	\$ 1,650.00	\$ 1,650.00
5.12	Tapping Valve Assembly, 12 Inch Dia.	EA	1	\$ 8,200.00	\$ 8,200.00
5.13	Fire Hydrant Assembly	EA	2	\$ 11,950.00	\$ 23,900.00
5.14	Valve Box Adjustment, Minor	EA	4	\$ 1,400.00	\$ 5,600.00
5.15	Fire Hydrant Assembly Removal	EA	1	\$ 500.00	\$ 500.00
5.16	Valve and Valve Box Removal	EA	5	\$ 500.00	\$ 2,500.00
	Structures for Sanitary and Storm				
6.01	Manhole, Type SW-401, 72 Inch Dia.	EA	1	\$ 12,500.00	\$ 12,500.00
6.02	Intake, Storm, SW-505	EA	1	\$ 6,000.00	\$ 6,000.00
6.03	Intake, Storm, SW-507	EA	4	\$ 7,000.00	\$ 28,000.00
6.04	Intake, Storm, SW-541	EA	1	\$ 5,150.00	\$ 5,150.00

BASE BID					
Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
6.05	Intake, Storm, Nyloplast 18 Inch	EA	1	\$ 1,700.00	\$ 1,700.00
6.06	Manhole Adjustment, Minor	EA	11	\$ 2,500.00	\$ 27,500.00
6.07	Remove Manhole	EA	1	\$ 1,000.00	\$ 1,000.00
6.08	Remove Intake	EA	7	\$ 1,000.00	\$ 7,000.00
	Streets and Related Work				
7.01	Pavement, PCC, 9 Inch Thickness, C-4WRC-20 or C-4WR	SY	2696	\$ 127.10	\$ 342,661.60
7.02	Pavement, PCC, 6 Inch Thickness, Temporary, C-4WRC-20, C-4WR, or M-4	SY	312	\$ 75.75	\$ 23,634.00
7.03	Pavement, PCC, 11 Inch Thickness, C-4WRC-20 or C-4WR	SY	209	\$ 116.50	\$ 24,348.50
7.04	Curb and Gutter, 5 Foot Width, 8 Inch Thickness, C-4WRC-20 or C-4WR	LF	250	\$ 68.00	\$ 17,000.00
7.05	PCC and Asphalt Pavement Samples and Testing	LS	1	\$ 12,000.00	\$ 12,000.00
7.06	Pavement, Asphalt, Surface and Intermediate Layer, 1/2 Inch Aggregate, PG 58-28S, Standard Traffic Mix	TON	100	\$ 210.00	\$ 21,000.00
7.07	Asphalt Overlay, Surface and Intermediate Layer, 1/2 Inch Aggregate, PG 58-28S, Standard Traffic Mix	TON	262	\$ 180.00	\$ 47,160.00
7.08	Removal of Sidewalk	SY	172	\$ 16.00	\$ 2,752.00
7.09	Removal of Driveway	SY	1198	\$ 16.00	\$ 19,168.00
7.10	Sidewalk, PCC, 4 Inch Thickness, C-4WRC-20 or C-4WR	SY	326	\$ 88.04	\$ 28,701.04
7.11	Sidewalk, PCC, 6 Inch Thickness, C-4WRC-20 or C-4WR	SY	78	\$ 158.01	\$ 12,324.78
7.12	Detectable Warning	SF	42	\$ 60.00	\$ 2,520.00
7.13	Driveway, Paved, PCC, 7 Inch Thickness, C-4WRC-20 or C-4WR	SY	546	\$ 107.58	\$ 58,738.68
7.14	Driveway, Paved, PCC, 8 Inch Thickness, C-4WRC-20 or C-4WR	SY	534	\$ 113.80	\$ 60,769.20
7.15	Full Depth Patches, PCC, 8 Inch Thickness	SY	135	\$ 111.85	\$ 15,099.75
7.16	Subbase Over-Excavation	CY	118	\$ 25.00	\$ 2,950.00
7.17	Milling, 3 Inch Thickness	SY	1253	\$ 6.80	\$ 8,520.40
7.18	Pavement Removal	SY	2970	\$ 16.00	\$ 47,520.00
7.19	Curb and Gutter Removal	LF	25	\$ 22.00	\$ 550.00
7.20	Temporary Granular Surfacing (Contractor Furnished)	TON	500	\$ 30.00	\$ 15,000.00
7.21	Curb Grinding	LF	7	\$ 200.00	\$ 1,400.00

BASE BID					
Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
7.22	Diamond Grinding	SY	240	\$ 57.15	\$ 13,716.00
	Traffic Control				
8.01	Painted Pavement Markings, Durable	STA	26.22	\$ 325.00	\$ 8,521.50
8.02	Painted Symbols and Legends, Left Turn Arrow, White	EA	6	\$ 450.00	\$ 2,700.00
8.03	Painted Symbols and Legends, Combined Straight and Right Turn Arrow, White	EA	2	\$ 475.00	\$ 950.00
8.04	Painted Symbols and Legends, Only, White	EA	1	\$ 450.00	\$ 450.00
8.05	Pavement Markings Removed, Water Blasted	STA	2.65	\$ 750.00	\$ 1,987.50
8.06	Grooves Cut for Pavement Markings	STA	24.68	\$ 230.00	\$ 5,676.40
8.07	Grooves Cut for Symbols and Legends	EA	9	\$ 200.00	\$ 1,800.00
8.08	Temporary Traffic Control	LS	1	\$ 60,000.00	\$ 60,000.00
8.09	Temporary Floodlight Luminaire	EA	50	\$ 325.00	\$ 16,250.00
8.10	Remove and Reinstall Parking Lot Light Fixture and Footing	EA	2	\$ 6,837.00	\$ 13,674.00
8.11	Flaggers	CDAY	50	\$ 2,900.00	\$ 145,000.00
8.12	Portable Dynamic Message Signs (PDMS)	CDAY	20	\$ 200.00	\$ 4,000.00
	Site Work and Landscaping				
9.01	Conventional Seeding, Type 1 Mix, Fertilizing, and BFM Mulching	AC	1.2	\$ 4,400.00	\$ 5,280.00
9.02	SWPPP Preparation	LS	1	\$ 800.00	\$ 800.00
9.03	SWPPP Management	LS	1	\$ 2,400.00	\$ 2,400.00
9.04	Filter Sock, 9 Inch Dia.	LF	2341	\$ 2.55	\$ 5,969.55
9.05	Filter Sock, Removal	LF	2341	\$ 3.00	\$ 7,023.00
9.06	Inlet Protection Device, Open Throat	EA	8	\$ 150.00	\$ 1,200.00
9.07	Inlet Protection Device, Drop-In	EA	5	\$ 140.00	\$ 700.00
9.08	Inlet Protection Device, Maintenance	EA	26	\$ 20.00	\$ 520.00
	Miscellaneous				
11.01	Mobilization	LS	1	\$ 345,000.00	\$ 345,000.00
11.02	Concrete Washout	LS	1	\$ 4,000.00	\$ 4,000.00

TOTAL CONSTRUCTION COST BASE BID: \$ \$ 1,902,920.90

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Castor Construction, as Principal (hereinafter the “Contractor” or “Principal”) and _____, as Surety, are held and firmly bound unto the **City of Webster City, Iowa**, as Obligee, (hereinafter referred to as the “Jurisdiction”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of ONE MILLION NINE HUNDRED TWO THOUSAND, NINE HUNDRED TWENTY AND 90/100 DOLLARS (\$1,902,920.90), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 20th day of November, 2023, (hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

FAIR MEADOW DRIVE RECONSTRUCTION PROJECT

The **Fair Meadow Drive Reconstruction Project** is located on Fair Meadow Drive between Superior Street and Des Moines Street in Webster City, Iowa. The project includes three (3) additional auxiliary work locations: (A) First Street east of Prospect Street “Freeman Journal Parking Lot Driveway Repairs”; (B) First Street from Seneca Street to Superior Street “North Curb and Gutter Replacement”; and (C) Webster City Graceland Cemetery Lane Paving located at the Webster City Graceland Cemetery at Ohio Street near the intersection of Sunset Drive. The project consists of approximately 380 CY of On-Site Topsoil, 15 CY of Off-Site Top soil, 1120 CY of Class 10 Excavation, 4320 SY Subgrade Preparation, 3106 SY of Tensar Interax Geogrid Subgrade Treatment, 3538 SY of 9” Modified Subbase “City Furnished”, 600 SY of Grade Preparation for Cemetery Lane, 14 LF of 12” PVC Storm Sewer, 50 LF of 15” RCP Storm Sewer, 1300 LF Longitudinal Subdrain, Sanitary Sewer Spot Repairs 3 Each/60 LF, 900 LF 12” PVC C900 Water Main, 30 LF or less of 8”, 6” and 4” PVC C900 Water Service, together with fittings, valves, and fire hydrants; 1 each 72” SW-401 manhole replacement; 7 storm intakes; 10 minor manhole adjustments; 2800 SY of 9” PCC Pavement; 210 SY of 11” PCC Pavement Widening; 25 LF of 2.5’ curb and gutter; 250 LF 5’ curb and gutter; 600 SY of 3” HMA Pavement PG58-34S ST; 220 TON Asphalt Overlay, PG 28-34S HT; 400 SY PCC Sidewalk; 612 SY of 7” PCC Driveway; 415 SY of 8” PCC Driveway; Asphalt and PCC Patches; related removals; 3’ 29 Stations of Painted Pavement Markings (Durable) with Grooves City; Temporary Traffic Control including Lighting, Portable Dynamic Message Signs, and Flaggers; SWPPP Preparation and Measurement; 2400 LF of filter sock and removal; and 1.2 acres of Conventional Seeding, Fertilizing and BFM Mulching.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **two (2) years** from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. That as used herein, the phrase “all outlay and expense” is not to be limited in any way but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, “all outlay and expense” would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney’s fees (including overhead expenses of the Jurisdiction’s staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor’s failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any “outlay and expense” in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety’s obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be **Hamilton** County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this _____ day of _____, 20____.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Castor Construction
Contractor

By: _____
Signature

Printed Name of Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____
Signature Attorney-in-Fact Officer

Company Telephone Number

Printed Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

1. All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate of Power or Attorney accompanying this Bond.



MEMORANDUM

TO: Mayor and City Council

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

DATE: November 20, 2023

RE: Adopt a Resolution Providing for Notice of Hearing on Proposed Plans and Specifications and Proposed Form of Contract and Estimate of Cost for the Construction of the 2024 HMA Improvements Project.

SUMMARY: The 2024 HMA Improvements Project plans and specifications are ready to be sent out for bids. The improvement area includes Elm Street (600 block) from and including the Des Moines Street intersection to Willson Avenue and Webster Street (500 block) from Willson Avenue to Seneca Street. The City Council must set a public hearing in order to proceed with the next step of the project.

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.
- City Council Approved Amendment 27 to the On-Call Street Paving Specialist Agreement with Snyder & Associates on September 5, 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 and Webster Street (500 Block) from Willson Avenue to Seneca Street.

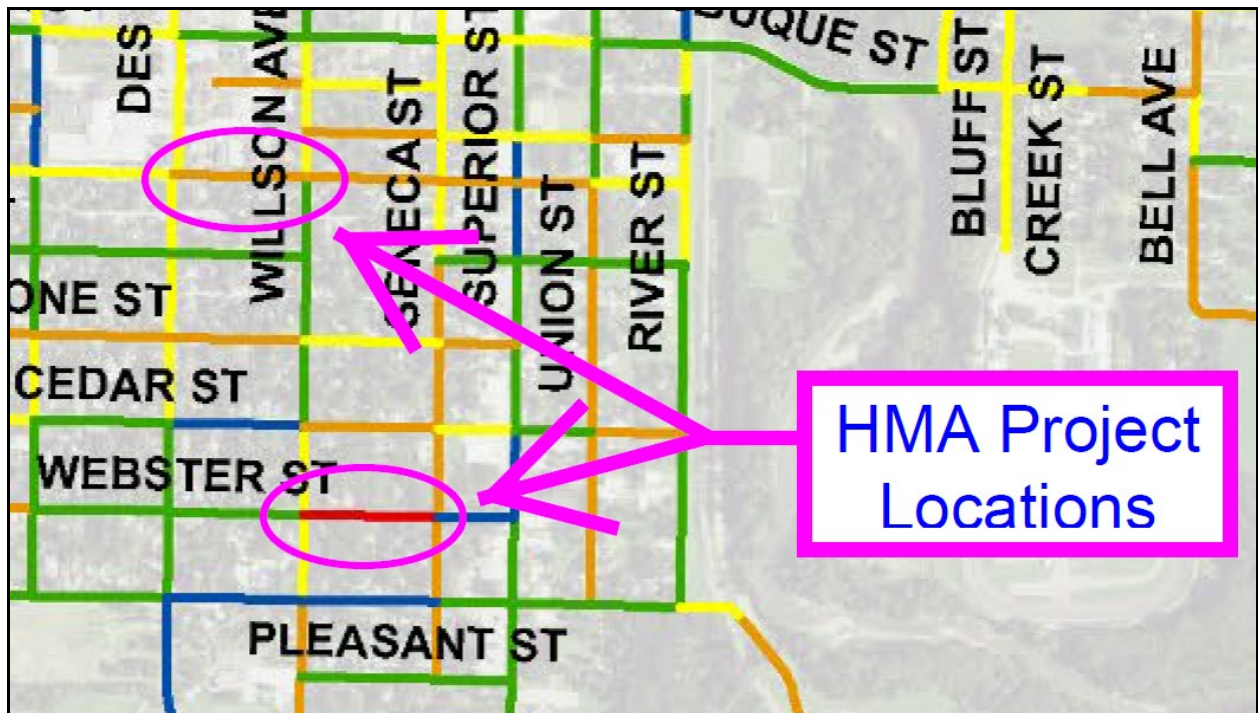
The project includes, segments of curb and gutter replacement, pavement milling, HMA resurfacing, concrete driveway replacements, ADA ramp compliance improvements at locations required by Federal regulation, traffic control and staging plans, and utility fixture adjustments. Utility pipe or structure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

Detailed plans and specifications are available at City Hall for review. In order to move the project forward, the City Council must set a date for the public hearing on the proposed plans and specifications and proposed form of contract and estimate of cost for the construction of the 2024 HMA Improvements Project. The public hearing date proposed by staff and Snyder and Associates is January 2, 2024 at 6:05 p.m.

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:

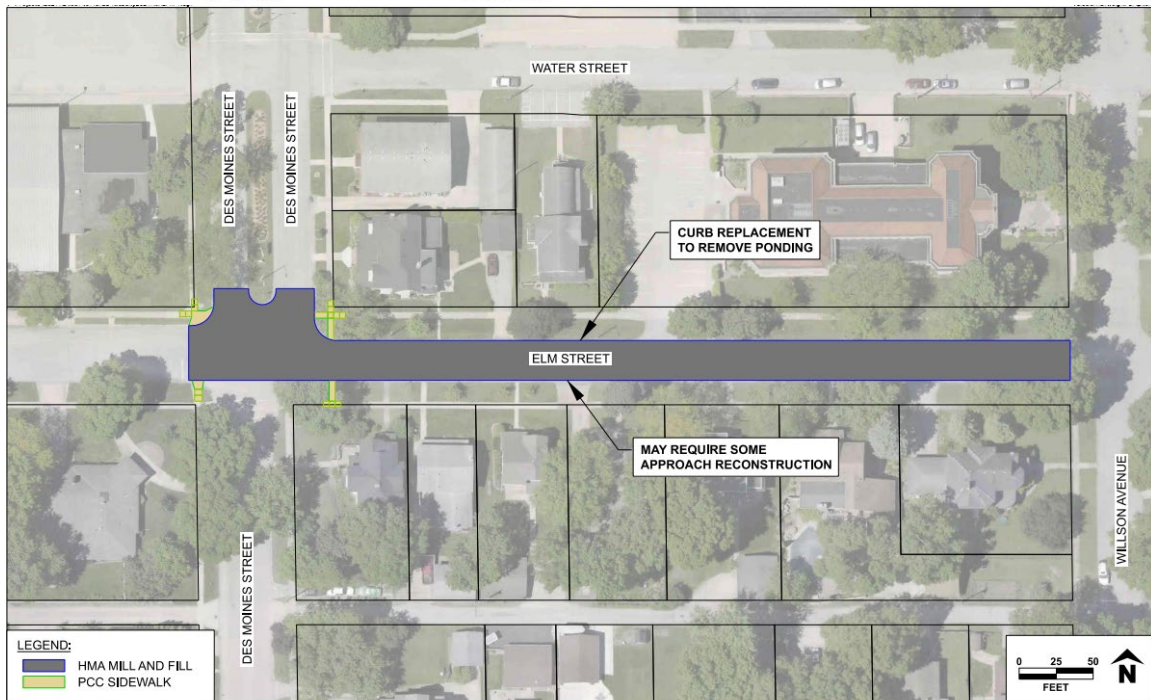
Task Completion	Completion Date
City Council Approve Contract	September 5, 2023
Complete Topographic Survey	September 22, 2023
Submit Preliminary Plans (50%)	October 18, 2023
Submit Check Plans (90%)	November 8, 2023
Complete Final Plans and Contract Documents	November 17, 2023
City Council set Letting 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
Early Start Construction
Late Start Construction
End Construction

May 2024
June 3, 2024
July 1, 2024
August 12, 2024



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



SNYDER & ASSOCIATES **WC** WEBSTER CITY 2024 HMA STREET IMPROVEMENT PROJECT ELM STREET - EXHIBIT E - 1 OF 2
Webster City, Iowa 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's website at <https://webstercity.com/wp-content/uploads/2023/04/CIP-CEP.pdf>.

FINANCIAL IMPLICATIONS: Engineer cost opinion is \$365,100 falling well below the \$595,000 budgeted and currently slated to come out of the FY 24-25 LOSST funds.

RECOMMENDATION: Staff recommends the City Council adopt a resolution providing for Notice of Hearing on Proposed Plans and Specifications and Proposed Form of Contract and Estimate of Cost for the Construction of the 2024 HMA Improvements Project.

RESOLUTION NO. 2023 -

**RESOLUTION PROVIDING FOR NOTICE OF HEARING ON PROPOSED PLANS AND SPECIFICATIONS AND
PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION
OF THE 2024 HMA IMPROVEMENTS PROJECT**

WHEREAS, the City Council of the City of Webster City, Iowa, has determined that it is necessary and desirable that a public improvement be done as described in the proposed plans and specifications and form of contract, which may be hereafter referred to as the 2024 HMA Improvements Project, (and is hereinafter referred to as the "Project"), which proposed plans, specifications and form of contract and estimate of cost are on file with the City Clerk; and

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

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

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

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

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

Section 4. Sealed proposals will be received by the City Clerk of Webster City, at the Council Chambers of the City Council, in the City Hall of said City, until 2:00 p.m. on the 14th day of December, 2023, for the 2024 HMA Improvements Project, as described in the plans and specifications therefor now on file in the office of the City Clerk. Proposals will be opened by City Staff appointed by the City Council as provided by Section 384.101, Code of Iowa.

Section 5. The 2nd day of January, 2024, at 6:05 o'clock p.m. at the Council Chambers at City Hall, Webster City, Iowa, is hereby fixed as the time and place of hearing on the proposed plans, specifications, form of contract and estimate of cost for the Project, and also as the time and place of considering bids previously received by the City Clerk in connection therewith.

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

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

Passed and approved this 20th day of November, 2023.

John Hawkins, Mayor

ATTEST: _____
Karyl K. Bonjour, City Clerk

NOTICE OF HEARING

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

2024 HMA IMPROVEMENTS PROJECT JURISDICTION OF CITY OF WEBSTER CITY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Notice is hereby given that a public hearing will be held by the City of Webster City, Iowa on the proposed Contract Documents (plans, specifications, and form of contract) and estimated total cost for the **2024 HMA Improvements Project** at its meeting at **6:05 P.M.** on **January 2nd, 2024**, in said City Council Chambers, Webster City City Hall, 400 Second Street, Webster City, Iowa 50595.

The 2024 HMA Improvements Project is located on Elm Street from Des Moines Street to Willson Avenue, and Webster Street from Willson Avenue to Seneca Street, within the City of Webster City. The project consists of approximately 603 LF of curb and gutter, 3737 SY of 1.5" Asphalt Overlay Surface ½ Inch Mix, PG 58-28S, 3838 SY of 1.5" Asphalt Overlay Intermediate ½ Inch Mix, PG 58-28S ; 3716 SY of Milling; 10 SY of PCC driveway pavement; 42 SY of 6 Inch PCC Full Depth Patch; 20 LF 15" Class III RCP trench storm sewer; 1 SW-505 Intake, 1 SW-401 manhole, temporary traffic control, erosion control and seeding, and various related removals and improvements.

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

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

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

Dated at Webster City, Iowa, this 20th day of November, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Published in the FREEMAN JOURNAL on the ____ day of December, 2023.

NOTICE TO BIDDERS

2024 HMA IMPROVEMENTS PROJECT

JURISDICTION OF CITY OF WEBSTER CITY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the City of Webster City, Iowa on the proposed Contract Documents (plans, specifications, and form of contract) and estimated total cost for the **2024 HMA Improvements Project** at its meeting at **6:05 P.M. on the 2nd day of January, 2024**, in said City Council Chambers, Webster City City Hall, 400 Second Street, Webster City, Iowa 50595.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **2:00 P.M.** according to the clock in said City Council Chambers on the **14th day of December, 2023**, at the reception desk in the City Hall, 400 Second Street, Webster City, Iowa 50595.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Staff and bids tabulated at **2:00 P.M.** on the **14th day of December, 2023**, in said City Council Chambers. Bids will be considered by the City Council at its meeting on the **2nd of January, 2024 at 6:05 P.M.** The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Contract Documents

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

An electronic copy of the Contract Documents is available at www.snyder-associates.com/bids for no cost and choosing the **2024 HMA Improvements Project** on the left. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

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

General Nature of the Public Improvement

2024 HMA IMPROVEMENTS PROJECT

The **2024 HMA Improvements Project** is located on Elm Street from Des Moines Street to Willson Avenue, and Webster Street from Willson Avenue to Seneca Street, within the City of Webster City. The project consists of approximately 603 LF of curb and gutter, 3737 SY of 1.5" Asphalt Overlay Surface ½ Inch Mix, PG 58-28S, 3838 SY of 1.5" Asphalt Overlay Intermediate ½ Inch Mix, PG 58-28S ; 3716 SY of Milling; 10 SY of PCC driveway pavement; 42 SY of 6 Inch PCC Full Depth Patch; 20 LF 15" Class III RCP trenched storm sewer; 1 SW-505 Intake, 1 SW-401 manhole, temporary traffic control, erosion control and seeding, and various related removals and improvements.

Bid Security

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

Performance, Payment, and Maintenance Bond

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

Title VI Compliance

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

Completion of Work

The Notice to Proceed is anticipated to be issued after satisfactory review of executed bonds, insurance, and contract, with an early start date of June 3, 2024 and a late start date of July 1, 2024.

The Contractor shall fully complete the project within 30 Working Days. Fully completion includes having all pavement, driveways, roadway signage, utility adjustments, and site restoration and ALL work areas open to use by the public. Work once commenced shall be diligently worked to completion. Should the Contractor fail to fully complete the work within the time allotted, liquidated damages of One Thousand Dollars (\$1,000) per working day shall be applied for each calendar day until the work is fully completed. Contractor shall work on the Elm Street and Des Moines intersection work area first and have it completed prior to the school year start date of August 23, 2024. Full completion of this intersection shall include all pavement area within the intersection, all sidewalk ramps crossing Elm Street, the intersection fully open to traffic.

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

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

Dated at Webster City, Iowa, this 20th day of November, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Posted on City of Webster City website on the ____ day of **November, 2023**.

Posted at Master Builders of Iowa Plan Room on the ____ day of November, **2023**.

NOTICE OF HEARING

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

2024 HMA IMPROVEMENTS PROJECT JURISDICTION OF CITY OF WEBSTER CITY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Notice is hereby given that a public hearing will be held by the City of Webster City, Iowa on the proposed Contract Documents (plans, specifications, and form of contract) and estimated total cost for the **2024 HMA Improvements Project** at its meeting at **6:05 P.M.** on **January 2nd, 2024**, in said City Council Chambers, Webster City City Hall, 400 Second Street, Webster City, Iowa 50595.

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

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

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

Dated at Webster City, Iowa, this 20th day of November, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Published in the FREEMAN JOURNAL on the ____ day of December, 2023.

Contract Documents

for

2024 HMA Improvements Project

Prepared for:

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



Prepared by:

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



Contract Documents


for

2024 HMA Improvements Project

Prepared for:

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

Prepared by:

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.
	<div style="text-align: right;">11/20/2023</div> <div>Laura C. Lamberty, P.E. Date</div>
	License Number P21814
	My License Renewal Date is December 31, 2024
	Pages or sheets covered by this seal: <hr/> <hr/>

Prepared by:

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

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STANDARD SPECIFICATIONS

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

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

Bidding Information

NOTICE TO BIDDERS

2024 HMA IMPROVEMENTS PROJECT

JURISDICTION OF CITY OF WEBSTER CITY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the City of Webster City, Iowa on the proposed Contract Documents (plans, specifications, and form of contract) and estimated total cost for the **2024 HMA Improvements Project** at its meeting at **6:05 P.M. on the 2nd day of January, 2024**, in said City Council Chambers, Webster City City Hall, 400 Second Street, Webster City, Iowa 50595.

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

Dated at Webster City, Iowa, this 20th day of November, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Posted on City of Webster City website on the ____ day of **November, 2023**.

Posted at Master Builders of Iowa Plan Room on the ____ day of November, **2023**.

NOTICE OF HEARING

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

2024 HMA IMPROVEMENTS PROJECT JURISDICTION OF CITY OF WEBSTER CITY, IOWA PUBLIC IMPROVEMENT PROJECT

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

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Dated at Webster City, Iowa, this 20th day of November, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Published in the FREEMAN JOURNAL on the ____ day of December, 2023.

INSTRUCTIONS TO BIDDERS

Project Name: 2024 HMA Improvements Project

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

I. BID SECURITY

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

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

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

1. PROPOSAL – Complete each of the following parts:

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

ITEM NO.	DESCRIPTION OF ATTACHMENT
----------	---------------------------

- Part G – Identity of Bidder

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

Unbalanced bids may not be accepted.

The Notice to Proceed is anticipated to be issued after satisfactory review of executed bonds, insurance, and contract, with an early start date of June 3, 2024 and a late start date of July 1, 2024.

V. PREFERENCE OF PRODUCTS AND LABOR

2024 HMA Improvements Project

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

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

VI. STATEMENT OF BIDDER'S QUALIFICATIONS

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

VII. PAYMENT

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

VIII. SALES TAX EXEMPTION

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

IX. NON-DEBARRED CONTRACTORS AND SUBCONTRACTORS

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

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

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

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

PROPOSAL

PROPOSAL: PART A – SCOPE

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

2024 HMA IMPROVEMENTS PROJECT

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PROPOSAL: PART B – ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

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

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

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

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

PROPOSAL: PART D – GENERAL

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

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

The Bidder hereby agrees to:

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

The Notice to Proceed is anticipated to be issued after satisfactory review of executed bonds, insurance, and contract, with an early start date of June 3, 2024 and a late start date of July 1, 2024.

The Contractor shall fully complete the project within 30 Working Days. Fully completion includes having all pavement, driveways, roadway signage, utility adjustments, and site restoration and ALL work areas open to use by the public. Work once commenced shall be diligently worked to completion. Should the Contractor fail to fully complete the work within the time allotted, liquidated damages of One Thousand Dollars (\$1,000) per working day shall be applied for each calendar day until the work is fully completed. Contractor shall work on the Elm Street and Des Moines intersection work area first and have it completed prior to the school year start date of August 23, 2024. Full completion of this intersection shall include all pavement area within the intersection, all sidewalk ramps crossing Elm Street, the intersection fully open to traffic.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

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

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

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

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

PROPOSAL: PART G – IDENTITY OF BIDDER

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

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

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

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

Bidder

Signature

By: _____
Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone Number

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

Name

Title

NOTE:

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

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

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Bid Price(s), and the Total of the Base Bid in this Proposal Attachment: Part C – Bid Items, Quantities, and Prices the total of the base bid plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The total of the Base Bid shall be used for determining the sufficiency of the bid security.

BASE BID					
Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
	Sewers and Drains				
4.01	Storm Sewer, Trenched, 15" RCP, 2000D	LF	20	\$	\$
	Water Mains and Appurtenances				
5.01	Valve Box Adjustment and Boxout	EA	6	\$	\$
	Structures for Sanitary and Storm Sewers				
6.01	Manhole, SW-401	EA	1	\$	\$
6.02	Intake, SW-505	EA	1	\$	\$
6.03	Manhole Adjustment, Minor	EA	4	\$	\$
6.04	Remove Intake	EA	1	\$	\$
	Streets and Related Work				
7.01	Curb and Gutter, 2.0' Width, 7" Gutter Thickness	LF	603	\$	\$
7.02	PCC and Asphalt Pavement Samples and Testing	LS	1	\$	\$
7.03	Asphalt, Overlay, 1.5", Surface, 1/2", PG 58-28S, ST	SY	3710	\$	\$
7.04	Asphalt, Overlay, 1.5", Intermediate, 1/2", PG 58-28S, ST	SY	3710	\$	\$
7.05	Removal of Sidewalk	SY	95	\$	\$
7.06	Removal of Driveway	SY	10	\$	\$
7.07	Sidewalk, PCC, 6"	SY	105	\$	\$
7.08	Detectable Warnings	SF	81	\$	\$
7.09	Driveway, Paved, PCC, 6"	SY	10	\$	\$
7.10	Full Depth Patches, PCC, 6" Nominal Depth	SY	49	\$	\$
7.11	Full Depth Patches, HMA, 3" Nominal Depth	SY	54	\$	\$
7.12	Subbase Over-Excavation	TN	400	\$	\$
7.13	Milling	SY	3710	\$	\$
7.14	Curb and Gutter Removal	LF	571	\$	\$
7.15	Curb Grinding	LF	24	\$	\$
7.16	Remove, Cut and Reset Brick Pavers	LS	1	\$	\$

7.17	Crack and Joint Cleaning and Filling, Hot Pour	LF	6000	\$	\$
7.18	Crack Cleaning and Filling, Asphalt	TN	1	\$	\$
7.19	HMA Fabric Interlayer, Self-Adhesive, 18" Wide	SF	500	\$	\$
	Traffic Control				
8.01	Temporary Traffic Control	LS	1	\$	\$
	Site Work and Landscaping				
9.01	Conventional Seeding, Seeding, Fertilizing, and BFM Mulching	AC	0.1	\$	\$
9.02	Inlet Protection Device, Drop-In	EA	8	\$	\$
9.03	Inlet Protection Device, Maintenance	EA	8	\$	\$
	Miscellaneous				
11.01	Mobilization	LS	1	\$	\$
11.02	Maintenance of Solid Waste Collection	LS	1	\$	\$
11.03	Concrete Washout	LS	1	\$	\$

TOTAL CONSTRUCTION COST BASE BID: \$ _____

All bidders must submit the following completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

Bidder Status Form

To be completed by all bidders

Part A

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

- ☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☐ No My company has an office to transact business in Iowa.
- ☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☐ No My company is not a subsidiary of another business entity, or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

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

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

To be completed by resident bidders

Part B

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

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____

City, State, Zip: _____

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____

City, State, Zip: _____

Dates: ____ / ____ / ____ to ____ / ____ / ____ Address: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State: _____
2. Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

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

Firm Name: _____

Signature: _____ Date: _____

Worksheet: Authorization to Transact Business

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

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

Statement of Bidder's Qualifications Form

All Contractors intending to submit a Proposal for the listed Project shall submit a fully completed written statement on this form sworn to before an officer authorized by law to administer oaths. The Contractor shall be bound by the information set forth in the statement.

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

Instructions

1. All Questions must be answered completely and correctly.
2. Do not leave blanks.
3. If a question or section is not applicable, write "Not Applicable" or "N/A".
4. "Information Provided Upon Request" or similar responses are not acceptable.
5. If you need additional space to complete an answer, use a separate piece of paper and attach it to this form.

Project Information

Project Name: 2024 HMA Improvements Project

Owner's Name: City of Webster City, Iowa

Owner's Address: Webster City City Hall, 400 Second Street, Webster City, Iowa, 50595

Contractor Information

1. Identification

A. Name of Organization: _____

B. Name and Title of Responsible Individual: _____

C. Contractor's Address: _____

D. Telephone Number: _____

E. Fax Number: _____

F. Email: _____

2. Responsibility

- A. Has the Contractor's Registration ever been suspended or revoked in any jurisdiction?

_____Yes _____No

If yes, provide all relevant information and documentation regarding the suspension or revocation.

- B. Has the Contractor ever been unable to obtain a bond or been denied a bond?

_____Yes _____No

If yes, provide all relevant information and documentation regarding the refusal or denial.

- C. Has the Contractor had any judgments entered against it or been a party to arbitration proceedings or litigation within the past five (5) years, or are there any currently pending arbitration proceedings or litigation involving the Contractor or any of its officers?

_____Yes _____No

If yes, provide listings, status, and outcomes regarding the judgments, arbitration proceedings, or litigation. The Owner reserves the right to request additional information, if deemed necessary.

- D. Within the past five (5) years, has the Contractor, or the Contractor's proposed subcontractor(s) for the Project, ever been prohibited, debarred, disqualified, or removed by any federal, state, or local governmental entity from bidding on any project?

_____Yes _____No

If yes, provide all relevant information and documentation regarding the prohibition, debarment, disqualification, or removal.

- E. Within the past five (5) years, has the Contractor, or the Contractor's proposed subcontractor(s) for the Project, received notification of breach or default on any contract; had any contract terminated; had any owner request to take over work; failed to substantially complete any project in a timely manner; or failed to fully complete any project in a timely manner?

_____Yes _____No

If yes, provide all relevant information and documentation regarding said breach, default, termination, owner request to take over work, or failure to complete.

- F. The Contractor affirms its responsibility to retain only subcontractors who can fully comply with the Contract Documents for the Project, including those that can address requirements concerning labor.

_____Yes _____No

- G. The Contractor affirms its responsibility to ensure that each subcontractor meets quality assurance specifications as presented in the Contract Documents for the Project.

_____Yes _____No

_____ Yes _____ No

I hereby certify that:

- Dated this _____ day of _____, 20____.

Title: _____

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

2024 HMA Improvements Project

BID BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the **City of Webster City, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), in the penal sum of _____ DOLLARS (\$ _____), or **ten percent (10%)** of the amount bid in lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain Proposal, in a separate envelope, and hereby made a part hereof, to enter into a Contract in writing, for the following described improvements:

2024 HMA IMPROVEMENTS PROJECT

The 2024 HMA Improvements Project is located on Elm Street from Des Moines Street to Willson Avenue, and Webster Street from Willson Avenue to Seneca Street, within the City of Webster City. The project consists of approximately 603 LF of curb and gutter, 3737 SY of 1.5" Asphalt Overlay Surface ½ Inch Mix, PG 58-28S, 3838 SY of 1.5" Asphalt Overlay Intermediate ½ Inch Mix, PG 58-28S ; 3716 SY of Milling; 10 SY of PCC driveway pavement; 42 SY of 6 Inch PCC Full Depth Patch; 20 LF 15" Class III RCP trench storm sewer; 1 SW-505 Intake, 1 SW-401 manhole, temporary traffic control, erosion control and seeding, and various related removals and improvements.

The Surety hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be **Hamilton** County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said Proposal by the Principal be accepted, and the Principal shall enter into a Contract with Jurisdiction in accordance with the terms of such Proposal, including the provision of insurance and of a Bond as may be specified in the Contract Documents, with good and sufficient Surety for the faithful performance of such Contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the Bid Bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 20____.

SURETY:

Surety Company

By: _____
Signature Attorney-in-Fact/Officer

Printed Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Bidder

By: _____
Signature

Printed Name

Title

Address

City, State, Zip Code

Telephone Number

NOTE:

1. All signatures on this Bid Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.

NON-COLLUSION AFFIDAVIT STATEMENT

STATE OF IOWA)
) ss
HAMILTON COUNTY)

I _____ being first duly sworn, depose and

say that I am the _____
(Sole Owner, Partner, President, Secretary, etc.)

of _____,
(Contractor)

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded conspired, connived, or agreed with any bidder or anyone else to put in a false or sham bid, or that anyone shall refrain from bidding; that said bidder has not solicited or induced any individual or entity to refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to get the bid price of said bidder or of any other bidder, not to fix any overhead, profit, or cost advantage against the public body awarding the contract or anyone interested in the proposed contract; that bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract; that all statements contained in such bid are true; and further, that said bidder has not directly or indirectly submitted his/her bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his/her general business.

By: _____

Subscribed and sworn to before this _____ day of _____, 2023.

(Notarial Acknowledgment)

Signature of Officer Administering Oath

SUBCONTRACTORS LIST

Bidder supplies the following information for any subcontractor, supplier, fabricator, equipment rental with operator, etc. to be used on the **2024 HMA Improvements Project**.

Name and Telephone No.	Address	License No.	Bid Item No. or Work to be Performed
()			
()			
()			
()			
()			
()			
()			
()			

(Use additional sheets as necessary)

BID CERTIFICATION

The undersigned certifies they are familiar with the various state and local laws affecting labor, length of working days, employer's liabilities, Sunday and holiday work, alien labor, domestic materials, subcontractors, etc. It is understood and agreed that the work under the contract will be commenced by the undersigned bidder, if awarded the contract, within fourteen (14) calendar days after receipt of the Notice to Proceed and will be completed by the Contractor in the time set forth in the AGREEMENT. Contract time shall begin on the date of the Notice to Proceed and "winter work" shall be as specified in the Special Provisions.

Enclosed find bidders bond, certified check no. or cashier's check no. _____ on the

_____ Bank,

in the amount of _____

which is as stipulated in the bid bond, submitted by the undersigned made payable to the City of Webster City, Iowa and which is given as a guarantee that the bidder agrees that in case of their default in executing said contract with necessary bonds, the bond or check accompanying this bid and the money made payable shall become and remain the property of the City.

It is understood and agreed that the City has the right to waive defects and to accept or reject any or all bids. The following required information is true and correct. Failure to complete this information renders the bid non-responsive and the bid must be rejected.

Company Name

Authorized Signature

Mailing Address

Signatory's Title

City, State, Zip

State License Number

Street Address (if different from Mailing Address)

Email Address

Telephone Number

Fax Number

Dated this _____ day of _____, 2023.

.....
RECEIPT OF ADDENDA:

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

CONTRACT

THIS CONTRACT, made and entered into at **Webster City City Hall** this _____ day of _____, 20____, by and between the **City of Webster City, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and _____, hereinafter called the "Contractor."

WITNESSETH:

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

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

2024 HMA IMPROVEMENTS PROJECT

The 2024 HMA Improvements Project is located on Elm Street from Des Moines Street to Willson Avenue, and Webster Street from Willson Avenue to Seneca Street, within the City of Webster City. The project consists of approximately 603 LF of curb and gutter, 3737 SY of 1.5" Asphalt Overlay Surface ½ Inch Mix, PG 58-28S, 3838 SY of 1.5" Asphalt Overlay Intermediate ½ Inch Mix, PG 58-28S ; 3716 SY of Milling; 10 SY of PCC driveway pavement; 42 SY of 6 Inch PCC Full Depth Patch; 20 LF 15" Class III RCP trenched storm sewer; 1 SW-505 Intake, 1 SW-401 manhole, temporary traffic control, erosion control and seeding, and various related removals and improvements.

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

The Contractor shall complete the work as follows:

The Notice to Proceed is anticipated to be issued after satisfactory review of executed bonds, insurance, and contract, with an early start date of June 3, 2024 and a late start date of July 1, 2024.

The Contractor shall fully complete the project within 30 Working Days. Fully completion includes having all pavement, driveways, roadway signage, utility adjustments, and site restoration and ALL work areas open to use by the public. Work once commenced shall be diligently worked to completion. Should the Contractor fail to fully complete the work within the time allotted, liquidated damages of One Thousand Dollars (\$1,000) per working day shall be applied for each calendar day until the work is fully completed. Contractor shall work on the Elm Street and Des Moines intersection work area first and have it completed prior to the school year start date of August 23, 2024. Full completion of this intersection shall include all pavement area within the intersection, all sidewalk ramps crossing Elm Street, the intersection fully open to traffic.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION:

CONTRACTOR:

By: _____

Contractor

(Seal)
ATTEST:

By: _____
Signature

Title

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number _____ - _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

1. **All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**

CORPORATE ACKNOWLEDGEMENT

State of _____)
_____) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

PARTNERSHIP ACKNOWLEDGEMENT

State of _____)
_____) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is award and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to twenty percent (20%) or less of the amount bid shall not affect the unit bid price.

BASE BID					
Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
	Sewers and Drains				
4.01	Storm Sewer, Trenched, 15" RCP, 2000D	LF	20	\$	\$
	Water Mains and Appurtenances				
5.01	Valve Box Adjustment and Boxout	EA	6	\$	\$
	Structures for Sanitary and Storm Sewers				
6.01	Manhole, SW-401	EA	1	\$	\$
6.02	Intake, SW-505	EA	1	\$	\$
6.03	Manhole Adjustment, Minor	EA	4	\$	\$
6.04	Remove Intake	EA	1	\$	\$
	Streets and Related Work				
7.01	Curb and Gutter, 2.0' Width, 7" Gutter Thickness	LF	603	\$	\$
7.02	PCC and Asphalt Pavement Samples and Testing	LS	1	\$	\$
7.03	Asphalt, Overlay, 1.5", Surface, 1/2", PG 58-28S, ST	SY	3710	\$	\$
7.04	Asphalt, Overlay, 1.5", Intermediate, 1/2", PG 58-28S, ST	SY	3710	\$	\$
7.05	Removal of Sidewalk	SY	95	\$	\$
7.06	Removal of Driveway	SY	10	\$	\$
7.07	Sidewalk, PCC, 6"	SY	105	\$	\$
7.08	Detectable Warnings	SF	81	\$	\$
7.09	Driveway, Paved, PCC, 6"	SY	10	\$	\$
7.10	Full Depth Patches, PCC, 6" Nominal Depth	SY	49	\$	\$
7.11	Full Depth Patches, HMA, 3" Nominal Depth	SY	54	\$	\$
7.12	Subbase Over-Excavation	TN	400	\$	\$
7.13	Milling	SY	3710	\$	\$
7.14	Curb and Gutter Removal	LF	571	\$	\$
7.15	Curb Grinding	LF	24	\$	\$

7.16	Remove, Cut and Reset Brick Pavers	LS	1	\$	\$
7.17	Crack and Joint Cleaning and Filling, Hot Pour	LF	6000	\$	\$
7.18	Crack Cleaning and Filling, Asphalt	TN	1	\$	\$
7.19	HMA Fabric Interlayer, Self-Adhesive, 18" Wide	SF	500	\$	\$
	Traffic Control				
8.01	Temporary Traffic Control	LS	1	\$	\$
	Site Work and Landscaping				
9.01	Conventional Seeding, Seeding, Fertilizing, and BFM Mulching	AC	0.1	\$	\$
9.02	Inlet Protection Device, Drop-In	EA	8	\$	\$
9.03	Inlet Protection Device, Maintenance	EA	8	\$	\$
	Miscellaneous				
11.01	Mobilization	LS	1	\$	\$
11.02	Maintenance of Solid Waste Collection	LS	1	\$	\$
11.03	Concrete Washout	LS	1	\$	\$

TOTAL CONSTRUCTION COST BASE BID: \$ _____

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the “Contractor” or “Principal”) and _____, as Surety, are held and firmly bound unto the **City of Webster City, Iowa**, as Obligee, (hereinafter referred to as the “Jurisdiction”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, 20____, (hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

2024 HMA IMPROVEMENTS PROJECT

The 2024 HMA Improvements Project is located on Elm Street from Des Moines Street to Willson Avenue, and Webster Street from Willson Avenue to Seneca Street, within the City of Webster City. The project consists of approximately 603 LF of curb and gutter, 3737 SY of 1.5” Asphalt Overlay Surface ½ Inch Mix, PG 58-28S, 3838 SY of 1.5” Asphalt Overlay Intermediate ½ Inch Mix, PG 58-28S ; 3716 SY of Milling; 10 SY of PCC driveway pavement; 42 SY of 6 Inch PCC Full Depth Patch; 20 LF 15” Class III RCP trench storm sewer; 1 SW-505 Intake, 1 SW-401 manhole, temporary traffic control, erosion control and seeding, and various related removals and improvements.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **two (2) years** from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. That as used herein, the phrase “all outlay and expense” is not to be limited in any way but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, “all outlay and expense” would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney’s fees (including overhead expenses of the Jurisdiction’s staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor’s failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any “outlay and expense” in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety’s obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be **Hamilton** County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this _____ day of _____, 20____.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Contractor

By: _____

Signature

Printed Name of Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____

Signature Attorney-in-Fact Officer

Company Telephone Number

Printed Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

- 1. All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**
- 2. This Bond must be sealed with the Surety's raised, embossing seal.**
- 3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.**
- 4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate of Power or Attorney accompanying this Bond.**

NOTICE TO PROCEED

PROJECT: 2024 HMA Improvements Project

OWNER: City of Webster City, Iowa

DATE: _____

TO: Contractor Name: _____

Contractor Address: _____

You are hereby notified to commence work in accordance with the Contract dated _____, on or by the Late Start Date of July 1, 2023. Work is intended to be fully complete by August 23, 2023. Working days may be suspended by the Engineer when locations are substantially complete.

Should the Contractor fail to fully complete the project within 30 Working Days, liquidated damages of One Thousand Dollars (\$1,000.00) per calendar day will be assessed for work not completed.

By: _____

Title: Project Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____ of

_____ on this the _____ day of _____, 20____.

By: _____

Title: _____

Special Provisions

PART 1 – SPECIAL CONSTRUCTION

1. SCOPE OF WORK

The 2024 HMA Improvements Project is located on Elm Street from Des Moines Street to Willson Avenue, and Webster Street from Willson Avenue to Seneca Street, within the City of Webster City. The project consists of approximately 603 LF of curb and gutter, 3737 SY of 1.5" Asphalt Overlay Surface ½ Inch Mix, PG 58-28S, 3838 SY of 1.5" Asphalt Overlay Intermediate ½ Inch Mix, PG 58-28S ; 3716 SY of Milling; 10 SY of PCC driveway pavement; 42 SY of 6 Inch PCC Full Depth Patch; 20 LF 15" Class III RCP trenched storm sewer; 1 SW-505 Intake, 1 SW-401 manhole, temporary traffic control, erosion control and seeding, and various related removals and improvements.

2. TRAFFIC CONTROL

Traffic. The traffic control plan shall be as specified in the J-sheets. Access to residences shall be maintained at all practical times, at the end of working hours and on weekends.

Detours. All detour signage shall be installed prior to the closure of specified portion of roadway(s) and shall be maintained during closure.

The Contractor shall open roadways, driveways and sidewalks to traffic promptly, to minimize inconvenience to the public.

3. EXISTING ELECTRICAL SYSTEMS

Conduits from existing streetlight may be encountered during construction of this project. Webster City Municipal Electric is responsible for relocating all electrical lines and overhead poles.

4. EXISTING LANDSCAPE AND IRRIGATION SYSTEMS

Existing landscaping and irrigation systems may be encountered during construction of this project. The Contractor shall verify with the property owner and the project inspector, whether all affected irrigation items work correctly or not, and the condition of all affected landscape items. The Contractor will notify the property owner and the project inspector if irrigation improvements are located within the project construction limits for the property owner to remove, salvage, or relocate.

Existing irrigation systems shall include, but not be limited to those items within City right-of-way that service adjacent private property and are maintained by the property owner; those items on private property adjacent to City right-of-way that are maintained by the private property owner; those items within the City right-of-way that service agricultural properties and are maintained by a water company; and those items owned and operated by the City on public property.

5. TREE PRUNING/REMOVAL

The Contractor shall trim trees in the public right-of-way to prevent damage from construction equipment and operations.

6. STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

This project requires coverage under the NPDES General Permit No. 2 for storm water discharges associated with construction activities from the IDNR, as required by the Environmental Protection Agency (EPA). The Contractor shall comply with laws, codes, ordinances, and requirements of governing agencies regarding the discharge of pollutants, air and water pollution control and any other requirements for this project.

Sawcutting Residue. The Contractor shall pick up and remove all residue from any sawcutting operation at the time sawcutting work is performed. Sawcutting residue shall not be washed into gutters, allowed to dry and/or be tracked by vehicular or pedestrian traffic.

7. EXISTING UTILITIES

Locations of utility lines, mains, cables, and appurtenances shown on the plans are from information provided by utility company and records of Jurisdiction. Prior to construction, contact all utility companies and have all utility lines and services located. The Contractor is responsible for excavating and exposing underground utilities in the line of work. Confirm location of underground utilities by excavating ahead of work. The Contractor is solely responsible for any damage to utilities or private or public property due to utility disruption. The Contractor shall notify utility company immediately if a utility line is damaged during construction.

Utility lines, poles, and appurtenances, except water and sewer lines, in direct conflict with the line and grade of work will be relocated by utility company before or during construction. Support and protect all utilities that are not moved. Utility services are generally shown on the plans; protect and maintain services during construction. No claims for additional compensation will be allowed to the Contractor for interference or delay caused by the utility company. The Contractor shall coordinate their operations with private construction companies on adjacent properties.

8. UTILITY COORDINATION AND RELOCATION SCHEDULE

The following information has been obtained from representatives with franchise utility companies located within the project corridor and is for informational purposes only. The Contractor is required to coordinate with the utility companies throughout construction. No claims for additional compensation will be allowed to Contractor for interference or delay caused by utility company.

8.1 Webster City Municipal Electric

8.1.1 Contact: Adam Dickinson
Phone: (515) 297-1307
Email: adam@webstercity.com

8.2 Webster City (Water Main, Storm Sewer and Sanitary Sewer)

PART 1 – SPECIAL CONSTRUCTION

8.2.1 Contact: Brandon Bahrenfuss
Phone: (515) 832-9123
Email: bbahrenfuss@webstercity.com

8.3 Black Hills Energy (Gas)

8.3.1 Contact: Mike Broshous
Phone: (515) 987-8971
Email: mike.broshous@blackhillscorp.com

8.4 Mediacom

8.4.1 Contact: Mike W. Hollinger
Phone: (641) 210-2883
Email: mhollinger@mediacomcc.com

8.5 Lumen

8.5.1 Contact: Sadie Hull
Phone: (918)547-0147
Email: sadie.hull@lumen.com

8.6 Platinum Connect, LLC

8.5.1 Contact: Mike Lawson (Vantage Point)
Phone: (615) 975-0143
Email: mike.lawson@vantagepnt.com

9. COOPERATION AND COORDINATION WITH OTHERS

During work on this project, various utility companies may be working on their facilities within the project limits. The Contractor shall cooperate and coordinate with various contractors working for and/or with the utility companies. No additional contract time or compensation for delays and/or coordination shall be allowed unless delays are beyond utility company's ability to control in completing their work. Utility contact information can be found on Sheet A.1 of the Project plan set. Refer to Section 8 for utility contact information.

10. CONSTRUCTION SCHEDULE

The Engineer must be provided with a proposed schedule of construction showing dates of starting and completing various portions of work. This schedule is required at the Preconstruction Meeting and shall be updated for each weekly or bi-weekly meeting. The Contractor shall demonstrate that sufficient manpower and equipment is scheduled for construction work to maintain a timely and orderly construction.

PART 1 – SPECIAL CONSTRUCTION

The Notice to Proceed is anticipated to be issued after satisfactory review of executed bonds, insurance, and contract, with an early start date of June 3, 2024 and a late start date of July 1, 2024.

The Contractor shall fully complete the project within 30 Working Days. Fully completion includes having all pavement, driveways, roadway signage, utility adjustments, and site restoration and ALL work areas open to use by the public. Work once commenced shall be diligently worked to completion. Should the Contractor fail to fully complete the work within the time allotted, liquidated damages of One Thousand Dollars (\$1,000) per working day shall be applied for each calendar day until the work is fully completed. Contractor shall work on the Elm Street and Des Moines intersection work area first and have it completed prior to the school year start date of August 23, 2024. Full completion of this intersection shall include all pavement area within the intersection, all sidewalk ramps crossing Elm Street, the intersection fully open to traffic.

11. CONSTRUCTION YARD

The Contractor shall provide and maintain as necessary, any additional property required for storage of equipment, materials, etc., to perform work on this project. When private property is used for a yard area, the Contractor shall secure written authorization from the private property owner and supply a copy of such to the City before any monthly progress payment is submitted. At the end of the project, the Contractor shall clean up and remove all trash and debris, including all organic trash and debris and provide the City a written release from the private property owner that they are satisfied with all cleanup removal work.

The City will permit storage of materials and equipment at the following locations:

- Elm Street, north side, Prospect Street to Des Moines Street
- City Street Maintenance Facility, 100 E. Ohio Street, Webster City.

All storage of equipment and materials, is subject to the Contractor making the area sufficiently secure, and the storage is at the Contractor's risk. At the end of the project, and as directed by the City, the Contractor shall clean up and remove all trash and debris. Site restoration is required.

12. PRESERVATION OF PAVED SURFACES, ENVIRONMENTAL FACTORS, RESTORATION OF WORK SITES, AND DISPOSAL OF SPOIL AND WASTE MATERIALS

Access to the work site is by paved public roads. The Contractor shall utilize said roads in such a manner as to not damage the existing roads or the adjacent property. Any damage to said roads shall be repaired by the Contractor to the satisfaction of the agency having jurisdiction over the roadway.

PART 1 – SPECIAL CONSTRUCTION

The Contractor shall not perform work outside the work site limits as shown by existing road right-of-way on the construction drawings and shall not leave said work site except when entering or leaving the area via the paved public roads. All areas adjacent to or in the vicinity of the work site shall be restored to pre-job conditions and shall meet all requirements of the property owner. The Contractor is obligated to keep visual impacts for the work site to a minimum; therefore, the Contractor is required to restore all areas altered by construction to near pre-construction conditions. Such areas shall include, but not be limited to, areas used for travel, parking and storage of vehicles, equipment, and materials.

The Contractor shall be responsible for the proper disposal of all waste materials resulting from his operations, including rubbish and packing material, in a manner and location suitable to the City. The Contractor shall clean the work site and remove all trash and rubbish from premises a minimum of one time per week. Material and equipment, including mounds of earth and other debris, shall be stored on the job site only as needed and removed from the site daily, or as soon as they are no longer necessary, as determined by the Engineer. All cleanup costs shall be included in the Contractor's bid.

The Contractor shall take all necessary precautions to control dust created by construction operations. The Contractor shall be especially diligent in implementing dust control program and shall be prepared to respond immediately and positively to any instructions for corrective action given by the City. The Contractor shall use dust palliatives if necessary to satisfactorily control dust; however, the Contractor shall secure the City and property owner approval for use of dust palliatives other than water.

13. PAYMENT OF STORED MATERIALS

Not Used.

14. INCIDENTAL CONTRACT ITEMS

The following list includes major items that are incidental to the project and will not be paid for as separate bid items. Other items may be designated as incidental under certain bid items.

- Dewatering and handling storm water flow during construction
- Excavation, verification and protection of existing utilities, potholing if necessary
- Material & Field testing, not specified elsewhere
- Pipe bedding material
- Temporary sheets and shoring
- Construction fencing
- Coordination and cooperation with utility companies
- Coordination and cooperation with affected property owners
- Coordination and cooperation with the City of Webster City
- Protection of existing utilities and light poles
- Protection of existing mailboxes
- Adjustment to grade of water valves and curb stops
- Handbill notification of street closures & utility disruption to affected residents

PART 1 – SPECIAL CONSTRUCTION

- Monitoring weather conditions
- Finish grading
- Watering of seeded and sodded areas
- Dust control measures
- Construction staging & phasing
- Working backfill to reduce moisture content
- Control of stormwater
- Curb and pavement backfill
- Repair of invisible fences if damaged during construction.
- Repair of private irrigation systems, if damaged during construction.

15. CONSTRUCTION SURVEY

Construction staking will be provided by the Engineer for construction of the Project as per SUDAS 11,010. The original stakes set by the surveyor shall be preserved. If in the opinion of the Engineer the original survey stakes or marks have been carelessly or willfully destroyed or disturbed by the Contractor, replacement of said stakes will be deemed as restaking and will be charged back to the Contractor. Restaking charges will be invoiced from the Engineer to the Contractor with detailed descriptions weekly to the Contractor for payment.

16. SEEDING

Refer to pages SP-7 to SP-8 for the City Ordinance regarding seeding.

ORDINANCE NO. 2022 – 1854

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WEBSTER CITY, IOWA, 2019 BY AMENDING CHAPTER 10 ARTICLE IV, PERTAINING TO THE IOWA STATEWIDE URBAN DESIGN STANDARDS FOR PUBLIC IMPROVEMENTS AND THE IOWA STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUALS.

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

SECTION 1. SECTION MODIFIED. The Code of Ordinances of the City of Webster City, Iowa, 2019, is amended by repealing and replacing Chapter 10, Article IV. Public Improvement Standards, as follows:

SEC. 10-202 PURPOSE. The purpose of this article is to protect public health, property, welfare and safety by establishing reasonable minimum requirements for the construction and design of public improvements within Webster City. These design standards and construction specifications, along with the supplemental specifications, will be used to design and construct public improvements within Webster City.

SEC. 10-203 ADOPTION OF PUBLIC IMPROVEMENTS STANDARDS. Except as hereinafter added to, deleted, modified or amended, the following manuals are hereby adopted as, and constitute, Statewide Urban Design and Specifications (SUDAS) manuals for public improvements of the City of Webster City, Iowa.

1. **SUDAS Design Manual.** The Iowa Statewide Urban Design Standards for Public Improvements manual, 2022 edition, as published by the Iowa SUDAS corporation, is hereby adopted by reference in full except for the following portions that are deleted, modified or amended:
 - a. Chapter 7 Erosion and Sediment Control, Table 7E-23.01: Classification of Vegetation, delete from list: Kudzu; Lespedeza; Crabgrass; Red Top; Centipedegrass; Common Lespedeza.
 - b. Chapter 8 Parking Lots, – Delete
2. **SUDAS Specifications Manual.** The Iowa Statewide Urban Standard Specifications for Public Improvements manual, 2022 edition, as published by the Iowa SUDAS corporation, is hereby adopted by reference in full except for the following portions that are deleted, modified or amended:
 - a. Division 9 Site Work and Landscaping, Table 9010.01 Domestic Grasses, delete from the list: Brome, smooth-LINCOLN; Fescue, creeping, red; Wildrye, Russian.

- b. Division 9 Site Work and Landscaping, Table 9010.02 Legumes, shall not be used near native plantings.
- c. Division 9 Site Work and Landscaping, Table 9010.02 Legumes, delete from the list: Lespedeza.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

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

Passed and adopted this 7th day of March, 2022.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST:

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: November 20, 2023

RE: Discussion and Motion on Request from Webster City Community Theatre to help with funding to bring the corner of Bank Street and Wilson Avenue up to ADA Compliance.

SUMMARY: The Webster City Community Theatre is requesting the City help with funding to bring the corner of Bank Street and Willson Avenue up to ADA compliance.

PREVIOUS COUNCIL ACTION: None

BACKGROUND/DISCUSSION: The Webster City Community Theatre is located at the Southwest corner of Bank Street and Willson Avenue. The sidewalk approaches adjacent to the Community Theatre are not up to ADA Standards. The Community Theatre wants to replace portions of the sidewalk and reconstruct the approaches to be ADA Compliant. The Webster City Community Theatre Board is requesting the City fund half of the cost of the quote to bring the sidewalk approach up to ADA Compliance. The total of the quote is \$7,810. The City's Code of Ordinance notes that the abutting property owners are responsible for repair and maintenance of sidewalks.

Article IX – Sidewalks, Section 42-239 – Responsibility of Maintenance

It is the responsibility of the abutting property owners to repair, replace or reconstruct, or cause to be repaired, replaced or reconstructed, all broken or defective sidewalks and to maintain in a safe and hazard-free condition any sidewalk outside the lot and property lines and inside the curb lines or traveled portion of the public street.

(Code 1996, § 185.04)



FINANCIAL IMPLICATIONS: Half of the quote (\$7,810) in the amount of \$3,905 from Habhab Construction.

RECOMMENDATION: Staff recommends the Webster City Theatre apply for a Hotel Motel Grant in the 2024 grant cycle.

Jeff quote Bank and Willson Corner


dgetter@netins.net <dgetter@netins.net> Fri, Nov 10, 2023 at 11:11 AM
To: johnhawk24@hotmail.com, Daniel Ortiz <dortiz@webstercity.com>, Wil Groves <domehome@netins.net>, Asundblank <asundblank@gmail.com>

Good Morning John and Daniel,

Jeff dropped off this morning his quote to bring the corner intersection of Bank and Willson into ADA compliance as engineered. Attached is a copy of his quote. One area which is not addressed, if found to be necessary, is the tree removal.

I believe the WCCT Board would be willing to consider paying half of Jeff's quote to bring the corner into ADA compliance.

Doug Getter



Jeff quote corner of Bank and Willson.jpg
501K



1221 Third St. • P.O. Box 426 • Webster City, IA 50595
Phone (515) 832-3060 • FAX (515) 832-5554

QUOTE

Quote Number: 310

Quote Date: Nov 8, 2023

Page: 1

webster city community theatre
1001 wilson ave
webster city, iowa 50595

Description	Amount
concrete work on corner of wilson and bank st	

to correct the front walk to make it handicap accessible the items and cost breakdown are
needed to be done to address corner

21 ft curb replaced	1,200.00
2 ADA Panels installed	1,200.00
approx 76 ft front sidewalk to be raised and replaced	3,675.00
area around tree on corner to lower grade	1,100.00
north entrance door to add set of 2 steps	635.00
removal of tree ?	

Jeff Habhab Construction Inc.

Subtotal	7,810.00
Sales Tax	
TOTAL	7,810.00

ARTICLE IX. SIDEWALKS

Sec. 42-236. Purpose.

The purpose of this article is to enhance safe passage by citizens on sidewalks, to place the responsibility for the maintenance, repair, replacement or reconstruction of sidewalks upon the abutting property owner and to minimize the liability of the city.

(Code 1996, § 185.01)

Sec. 42-237. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approach sidewalk means the sidewalk from the curb line or traveled portion of the public street to the main public sidewalk, perpendicular to the curb line, not to exceed the right-of-way line, extended parallel with the street.

Broom finish means a sidewalk finish that is made by sweeping the sidewalk when it is hardening.

Defective sidewalk means any public sidewalk exhibiting one or more of the following characteristics:

- (1) Vertical separations equal to three-fourths inch or more.
- (2) Horizontal separations equal to one-half inch or more.
- (3) Holes or depressions equal to three-fourths inch or more and at least four inches in diameter.
- (4) Spalling over 50 percent of a single square of the sidewalk with one or more depressions equal to one-half inch or more.
- (5) Spalling over less than 50 percent of a single square of the sidewalk with one or more depressions equal to three-fourths inch or more.
- (6) A single square of sidewalk cracked in such a manner that no part thereof has a piece greater than one square foot.
- (7) A sidewalk with any part thereof missing to the full depth.
- (8) A change from the design or construction grade equal to or greater than three-fourths inch per foot.

Established grade means that grade established by the city for the particular area in which a sidewalk is to be constructed.

One-course construction means that the full thickness of the concrete is placed at one time, using the same mixture throughout.

Owner means the person owning the fee title to property abutting any sidewalk and includes any contract purchaser for purposes of notification required herein. For all other purposes, the term "owner" includes the lessee, if any.

Portland cement concrete (PCC) means any type of cement except bituminous cement.

Sidewalk means all permanent public walks in business, residential or suburban areas.

Sidewalk improvements means the construction, reconstruction, repair, replacement or removal, of a public sidewalk or the excavating, filling or depositing of material in the public right-of-way in connection therewith.

Wood float finish means a sidewalk finish that is made by smoothing the surface of the sidewalk with a wooden trowel.

(Code 1996, § 185.02)

Sec. 42-238. Removal of snow, ice and accumulations.

- (a) It shall be the responsibility and duty of an abutting property owner or resident to remove snow, ice and accumulations from sidewalks within a reasonable time. Failure to perform shall be a simple misdemeanor.
- (b) If an abutting property owner or resident fails to remove snow, ice or accumulations from sidewalks within a reasonable time, the city may do so and assess the costs against the property owner for collection in the same manner as a property tax.
- (c) For the purposes of subsections (a) and (b) of this section, the term "resident" means the person renting, occupying or owning the abutting property. Proof of renting, occupying or ownership shall be determined by the name or names listed on the official billing records of the city utilities office on the date of the offense.

(Code 1996, § 185.03)

Sec. 42-239. Responsibility for maintenance.

It is the responsibility of the abutting property owners to repair, replace or reconstruct, or cause to be repaired, replaced or reconstructed, all broken or defective sidewalks and to maintain in a safe and hazard-free condition any sidewalk outside the lot and property lines and inside the curb lines or traveled portion of the public street.

(Code 1996, § 185.04)

Sec. 42-240. Failure to maintain; personal injuries.

If the abutting property owner does not maintain or repair defective sidewalks as required and action is brought against the city for personal injuries alleged to have been caused by its negligence, the city may notify in writing any person by whose negligence it claims the injury was caused. The notice shall state the pendency of the action, the name of the plaintiff, the name and location of the court where the action is pending, a brief statement of the alleged facts from which the cause arose, that the city believes that the person notified is liable to it for any judgment rendered against the city and asking the person to appear and defend. A judgment obtained in the suit is conclusive in any action by the city against any person so notified, as to the existence of the defect or other cause of the injury or damage, as to liability of the city to the plaintiff in the first named action, and as to the amount of the damage or injury. The city may maintain an action against the person notified to recover the amount of the judgment together with all the expenses incurred by the city in the suit.

(Code 1996, § 185.05)

Sec. 42-241. City may order repairs.

If the abutting property owner does not maintain sidewalks as required, the council may serve notice on such owner, by certified mail, requiring the owner to repair, replace or reconstruct sidewalks within a reasonable time and if such action is not completed within the time stated in the notice, the council may require the work to be done and assess the costs against the abutting property for collection in the same manner as a property tax.

(Code 1996, § 185.06)

Sec. 42-242. Sidewalk construction ordered.

The council may, by resolution, order the construction or reconstruction of permanent sidewalks upon any street or court. Unless the owners of a majority of the linear feet of the property fronting on the improvement petition the council therefor, new permanent sidewalks shall not be required unless three-fourths of all the members of the council, by resolution, order the making thereof, all in accordance with state law for special assessments.

(Code 1996, § 185.07)

Sec. 42-243. Permit required.

No person shall remove, reconstruct or install a sidewalk unless such person has obtained a permit from the city and has agreed in writing that the removal, reconstruction or installation will comply with all ordinances and requirements of the city for such work.

(Code 1996, § 185.08)

Sec. 42-244. Indemnification.

Any person securing a permit as required above shall agree to hold the city free from all liability for damages on account of injuries received by anyone through the negligence of such person or such person's agents or employees in making the sidewalk improvements, or by reason of such person's failure to properly guard the premises.

(Code 1996, § 185.09)

Sec. 42-245. Sidewalk standards.

Sidewalks repaired, replaced or constructed under the provisions of this article shall be of the following construction and meet the following standards:

- (1) *Cement.* Portland cement concrete shall be the only cement used in the construction and repair of sidewalks.
- (2) *Construction.* Sidewalks shall be of one-course construction.
- (3) *Sidewalk base.* Concrete may be placed directly on compact and well-drained soil. Where soil is not well-drained, a three inch sub-base of compact, clean, coarse gravel, sand or cinders shall be laid. The adequacy of the soil drainage is to be determined by the city.
- (4) *Sidewalk bed.* The sidewalk bed shall be so graded that the constructed sidewalk will be at established grade.

-
- (5) *Length, width and depth.* Length, width and depth requirements are as follows:
- a. Residential sidewalks shall be at least four feet wide and four inches thick, and each section shall be no more than four feet in length.
 - b. Business district sidewalks shall extend from the property line to the curb. Each section shall be four inches thick and no more than six feet in length.
 - c. Driveway areas shall be not less than six inches in thickness.
- (6) *Location.* Residential sidewalks shall be located with the inner edge (edge nearest the abutting private property) one foot from the property line, unless the council establishes a different distance due to circumstances.
- (7) *Grade.* Curb tops shall be on level with the centerline of the street which shall be the established grade.
- (8) *Elevations.* The street edge of a sidewalk shall be at an elevation even with the curb at the curb or not less than one-half inch above the curb for each foot between the curb and the sidewalk.
- (9) *Slope.* All sidewalks shall slope one-quarter inch per foot toward the curb.
- (10) *Finish.* All sidewalks shall be finished with a "broom" or "wood float" finish, or in the business district, sidewalks shall be finished back to their pre-repaired or replaced design including, but not limited to, replacing or repairing bricks to the previous design matching adjacent property owners.
- (11) *Ramps for persons with disabilities.* There shall be not less than two curb cuts or ramps per linear block which shall be located on or near the crosswalks at intersections. Each curb cut or ramp shall be at least 30 inches wide, shall be sloped at not greater than one inch of rise per 12 inches linear distance, except that a slope no greater than one inch of rise per eight inches linear distance may be used where necessary, shall have a nonskid surface, and shall otherwise be so constructed as to allow reasonable access to the crosswalk for persons with disabilities using the sidewalk.
- (12) *Approach sidewalk.* The initial construction of sidewalks shall include the approach sidewalk, where applicable, the intent being to provide pedestrian access to the traveled portion of a public street.

(Code 1996, § 185.10; Ord. No. 2019-1819, § 1, 3-4-2019)

Sec. 42-246. Barricades and warning lights.

Whenever any material of any kind is deposited on any street, avenue, highway, passageway or alley when sidewalk improvements are being made or when any sidewalk is in a dangerous condition, it shall be the duty of all persons having an interest therein, either as the constructor or the owner, agent, or lessee of the property in front of or along which such material may be deposited, or such dangerous condition exists, to put in conspicuous places at each end of such sidewalk and at each end of any pile of material deposited in the street, a sufficient number of approved warning lights or flares, and to keep them lighted during the entire night and to erect sufficient barricades both at night and in the daytime to secure the same. The parties using the street for any of the purposes specified in this article shall be liable for all injuries or damage to persons or property arising from any wrongful act or negligence of the parties, or their agents or employees or for any misuse of the privileges conferred by this article or of any failure to comply with provisions hereof.

(Code 1996, § 185.11)

Sec. 42-247. Failure to repair or barricade.

It shall be the duty of the owner of the property abutting the sidewalk, or the owner's contractor or agent to notify the city immediately in the event they fail or are unable to make necessary sidewalk improvements or to install or erect necessary barricades as required by this article.

(Code 1996, § 185.12)

Sec. 42-248. Interference with sidewalk improvements.

No person shall knowingly or willfully drive any vehicle upon any portion of any sidewalk or approach thereto while in the process of being improved or upon any portion of any completed sidewalk or approach thereto or shall remove or destroy any part or all of any sidewalk or approach thereto, or shall remove, destroy, mar or deface any sidewalk at any time or destroy, mar, remove or deface any notice provided by this article.

(Code 1996, § 185.13)

Sec. 42-249. Awning over sidewalk.

It is unlawful for a person to erect or maintain any awning over any sidewalk unless all parts of the awning are elevated at least seven feet above the surface of the street or sidewalk and the roof or covering is made of duck, canvas or other suitable material supported by iron frames or brackets securely fastened to the building, without any posts or other device that will obstruct the sidewalk or hinder or interfere with the free passage of pedestrians.

(Code 1996, § 185.14)

Sec. 42-250. Encroaching steps.

It is unlawful for a person to erect or maintain any stairs or steps to any building upon any part of any sidewalk without permission by resolution of the council.

(Code 1996, § 185.15)

Sec. 42-251. Openings and enclosures.

It is unlawful for a person to:

- (1) *Stairs and railings.* Construct or build a stairway or passageway to any cellar or basement by occupying any part of the sidewalk, or to enclose any portion of a sidewalk with a railing without permission by resolution of the council.
- (2) *Openings.* Keep open any cellar door, grating or cover to any vault on any sidewalk except while in actual use with adequate guards to protect the public.
- (3) *Protect openings.* Neglect to properly protect or barricade all openings on or within six feet of any sidewalk.

(Code 1996, § 185.16)

Sec. 42-252. Fires on sidewalks.

It is unlawful for a person to make a fire of any kind on any sidewalk.

(Code 1996, § 185.17)

Sec. 42-253. Fuel on sidewalks.

It is unlawful for a person to place or allow any fuel to remain upon any sidewalk.

(Code 1996, § 185.18)

Sec. 42-254. Defacing sidewalks.

It is unlawful for a person to scatter or place any paste, paint or writing on any sidewalk.

(Code 1996, § 185.19)

Sec. 42-255. Debris on sidewalks.

It is unlawful for a person to throw or deposit on any sidewalk any glass, nails, glass bottles, tacks, wire, cans, trash, garbage, rubbish, litter, offal, or any other debris, or any substance likely to injure any person, animal or vehicle.

(Code 1996, § 185.20)

Sec. 42-256. Merchandise display.

It is unlawful for a person to place upon or above any sidewalk, any goods or merchandise for sale or for display in such a manner as to interfere with the free and uninterrupted passage of pedestrians on the sidewalk without first obtaining an encroachment permit from the city. At no time should said encroachment permit allow said person or business to place said goods or merchandise for sale or for display outside of the building requested overnight or for times outside of the business' operational hours, if applicable.

(Code 1996, § 185.21; Ord. No. 2020-1837 , § 1, 6-15-2020)

Sec. 42-257. Removal of sidewalk.

- (a) It is unlawful for any person to remove any existing sidewalk except for the following special exception: The sidewalk contributes to less than one-half the distance of contiguous sidewalk on that side of the block. A block, for this purpose, shall be designated by the numerical numbering system utilized such as the 1000 block, 1100 block, 1200 block, etc.
- (b) Permission to remove any sidewalk shall be obtained in the inspection department. If permitted, a sidewalk permit will be issued before any removal may commence. Failure to obtain a permit for removal may result in the filing of a municipal infraction against the property owner.

(Code 1996, § 185.22)

Secs. 42-258—42-268. Reserved.

MEMORANDUM

TO: Mayor and City Council

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

DATE: November 20, 2023

RE: Adopt a Resolution Authorizing the Mayor to Sign and Execute an Agreement with Karian Peterson Power Line Contracting, LLC in an Amount of \$249,525 for the 69 kV Transmission Line Relocation Project

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

PREVIOUS COUNCIL ACTION: The Council approved an agreement with DGR Engineering, Inc. on June 2, 2020 for professional engineering services. On May 15, 2023 the City Council approved Task Order No. 5 with DGR for the Phase 1 69 kV Transmission Line Relocation Project. On October 16, 2023, the City Council authorized the City Manager to issue a Request for Quote for the 69 kV transmission line relocation project.

BACKGROUND/DISCUSSION:

This is the first phase of the entire 69 kV transmission line improvement project. On October 17, 2023, a Request for Quote was issued. The total construction costs associated with this project is estimated to be approximately \$153,400. This is below the current competitive bid threshold established by Chapter 26 of \$196,000 for vertical infrastructure; therefore, we proceeded with the competitive quote process. On November 9, 2023 at 1:30 p.m. we received the following quotes:

Karian Peterson Power Line Contracting, LLC	\$249,525.00
Higher Power, LLC	\$295,908.70

The lowest quote came in \$96,125 above the original cost opinion. The City budgeted \$600,000 to complete this project as part of the FY 24 budget. The engineer's recommendation letter is attached. It is recommended the contract be awarded to Karian Peterson Power Line Contracting, LLC. This project is necessary in order for the new WWTF and associated equalization basin to be installed.

The timeline for this project is as follows:

October 16, 2023 – Request Authorization from City Council to Issue Request for Quotes

October 17, 2023 – Issue Notice to Quoters

November 9, 2023 – Quotes Due @ 1:30 p.m.

November 20, 2023 – Award Contract

March 14, 2024 – Contractor Must Substantially Complete Project

FINANCIAL IMPLICATIONS: The costs associated with this project will be covered by the project fund. This project was approved as part of the FY 23-24 Capital Improvement Plan. The amount came in below the budgeted amount.

RECOMMENDATION: Staff recommends the City Council adopt a resolution authorizing the Mayor to sign and execute an Agreement with Karian Peterson Power Line Contracting, LLC in an amount of \$249,525.00 for the 69 kV Transmission Line Relocation Project.

RESOLUTION NO. 2023 - xxx

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE AN AGREEMENT WITH KARIAN PETERSON POWER LINE CONTRACTING, LLC IN AN AMOUNT OF \$249,525

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

WHEREAS, the City of Webster City needs to relocate a 69 kV transmission line in order to excavate the Wastewater Treatment Plant equalization basin; and

WHEREAS, the City issued a Request for Quote and would like to award the contract to Karian Peterson Power Line Contracting, LLC in the amount of \$249,525; and

WHEREAS, the City of Webster City wishes to proceed with the 69 kV Transmission Line Relocation Project and must execute the contract; 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 an agreement with Karian Peterson Power Line Contracting, LLC in an amount of \$249,525.

Passed and adopted this 20th day of November, 2023

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

November 14, 2023



City of Webster City Municipal Utilities
Attn: Adam Dickinson, Electric Utility Supervisor
400 Second Street
Webster City, IA 50595

RE: **Recommendation of Award of Contract**
69 kV Transmission Line Relocation (Project 1A)
DGR Project No. 428404
City Project No. 9-24-003

Dear Adam:

We have reviewed the quotes received on November 9, 2023 for the above-referenced project. A quote summary form and detailed tabulation of the quote results is enclosed. We have checked the quotes for mathematical accuracy and compliance with the quote specifications. We are hereby prepared to offer the following recommendation.

There were two (2) responsive quotes received ranging in price from \$249,525.00 to \$295,908.70. The apparent low quote was from Karian Peterson Power Line Contracting LLC, who submitted a total price of \$249,525.00. Karian Peterson has successfully completed similar projects for us in the past, and we know of no reasons why they would not perform well on this project. We recommend that you award the contract to Karian Peterson for a total price of \$249,525.00.

Please review our recommendation and feel free to contact us with any questions you or the Council may have. Please let us know when an award has been made, and we will proceed with preparing the Contract Documents for signatures.

Best Regards,

DGR Engineering

A handwritten signature in blue ink, appearing to read "Dennis Haselhoff".

Dennis Haselhoff, P.E.
Enclosure: Quote Summary and Tabulation
DJH:ste

COMPETITIVE QUOTE SUMMARY

69 kV Transmission Line Relocation City of Webster City Municipal Utilities Webster City, Iowa



DGR Project No. 428404
City Project No. 9-24-003
Quotes Due: November 9, 2023 - 1:30 PM
Page 1 of 1

Quoter and Address	Quote Price	Comments
Karian Peterson Power Line Contracting LLC PO Box 345 Montevideo, MN 56265	\$249,525.00	
Higher Power LLC 8048 68th Street NW Stanley, ND 58784	\$295,908.70	

Corrected Quote Amount

COMPETITIVE QUOTE TABULATION

69 kV Transmission Line Relocation

City of Webster City Municipal Utilities
Webster City, Iowa
DGR Project No. 428404
City Project No. 9-24-003
Quotes Due: November 9, 2023 - 1:30 PM



			Karian Peterson Power Line Contracting LLC				Higher Power LLC			
			Montevideo, MN				Stanley, ND			
Unit No.	Name and Description of Construction Unit	No. of Units	Labor	Material	L & M	Ext. Price L & M	Labor	Material	L & M	Ext. Price L & M
70(H2)	Wood Pole, Length 70', Class H2 (ea.)	8	\$ 1,200.00		\$ 1,200.00	\$ 9,600.00	\$ 1,643.14	\$ 7,646.16	\$ 9,289.30	\$ 74,314.40
TM-1	69 kV Deadend Assembly, Single Phase (ea.)	3	1,500.00	475.00	1,975.00	5,925.00	250.00	257.82	507.82	1,523.46
TM-2	Single Static Deadend Assembly (ea.)	1	550.00	175.00	725.00	725.00	250.00	296.72	546.72	546.72
TM-3	Horizontal Line Post Insulator Assembly, Single (ea.)	3	750.00	350.00	1,100.00	3,300.00	150.00	203.10	353.10	1,059.30
TP-69	69 kV Tangent, Horizontal Line Post, 3Ø (ea.)	3	1,000.00	800.00	1,800.00	5,400.00	750.00	487.16	1,237.16	3,711.48
TS-5GA	69 kV Vertical, Double Deadend, Large Angle, Wood Pole (ea.)	2	1,000.00	4,000.00	5,000.00	10,000.00	1,500.00	3,560.70	5,060.70	10,121.40
TH-5	69 kV Double Deadend, 3-Pole Structure (ea.)	1	5,500.00	1,750.00	7,250.00	7,250.00	1,800.00	3,159.70	4,959.70	4,959.70
3/0 ACSR-OF	Phase Conductor, 3/0 ACSR, Pigeon, Owner-Furnished (Mft.)	5	6,500.00		6,500.00	31,200.00	2,000.00		2,000.00	9,600.00
3/0 ACSR-CF	Phase Conductor, 3/0 ACSR, Pigeon, Contractor-Furnished (Mft.)	3	6,500.00	4,300.00	10,800.00	32,400.00	2,000.00	2,500.00	4,500.00	13,500.00
3/8" HSS-OF	OHGW Conductor, 3/8" HSS, Owner-Furnished (Mft.)	2	6,500.00		6,500.00	10,400.00	1,500.00		1,500.00	2,400.00
3/8" HSS-CF	OHGW Conductor, 3/8" HSS, Contractor-Furnished (Mft.)	1	6,500.00	975.00	7,475.00	7,475.00	1,500.00	1,640.00	3,140.00	3,140.00
D6	Screw Anchor, Triple Helix (ea.)	14	850.00	425.00	1,275.00	17,850.00	620.00	750.34	1,370.34	19,184.76
E3-3	Insulated Down Guy, 3/8" EHS, Single (ea.)	16	650.00	175.00	825.00	13,200.00	380.00	320.00	700.00	11,200.00
E5	5' Anchor Extension (ea.)	32	475.00	175.00	650.00	20,800.00	100.00	298.52	398.52	12,752.64
XC-69-(4)	Transfer (4) 69 kV Conductor (ea.)	2	1,800.00		1,800.00	3,600.00	1,200.00		1,200.00	2,400.00
RP	Remove Pole (ea.)	17	1,000.00		1,000.00	17,000.00	1,200.00		1,200.00	20,400.00
RC	Remove Conductor (Mft.)	8	4,500.00		4,500.00	34,200.00	3,000.00		3,000.00	22,800.00
RA	Remove Anchor (ea.)	10	400.00		400.00	4,000.00	1,000.00		1,000.00	10,000.00
WPG	Wood Pole Ground (ea.)	8	225.00	175.00	400.00	3,200.00	200.00	254.52	454.52	3,636.16
TC	Traffic Control (lot)	1	2,000.00		2,000.00	2,000.00	3,100.00		3,100.00	3,100.00
T1	Mobilization (as req'd)	1	10,000.00		10,000.00	10,000.00	65,558.68		65,558.68	65,558.68
Total Quote:						\$ 249,525.00				\$ 295,908.70

Corrected Quote Amounts Shown Shaded

QUOTE FORM

ARTICLE 1 – QUOTE RECIPIENT

1.01 This Quote is submitted to:

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

1.02 This Quote is submitted by:

Karian Peterson
Power Line
Contracting LLC

1.03 The undersigned Quoter proposes and agrees, if this Quote is accepted, to enter into an Agreement with Owner in the form included in the Quoting Documents to perform all Work as specified or indicated in the Quoting Documents for the prices and within the times indicated in this Quote and in accordance with the other terms and conditions of the Quoting Documents.

ARTICLE 2 – QUOTER'S ACKNOWLEDGEMENTS

2.01 Quoter accepts all of the terms and conditions of the Instructions to Quoters, including without limitation those dealing with the disposition of Quote security. This Quote will remain subject to acceptance for 30 days after the Quote opening, or for such longer period of time that Quoter may agree to in writing upon request of Owner.

ARTICLE 3 – QUOTER'S REPRESENTATIONS

3.01 In submitting this Quote, Quoter represents that:

A. Quoter has examined and carefully studied the Quoting Documents, and any data and reference items identified in the Quoting Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum Date

- B. Quoter has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Quoter is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Quoter has carefully studied, if any are available, all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Quoter has considered the information known to Quoter itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Quoting Documents; and any Site-related reports and drawings identified in the Quoting Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Quoter; and (3) Quoter's safety precautions and programs.
- F. Quoter agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Quote for performance of the Work at the price Quote and within the times required, and in accordance with the other terms and conditions of the Quoting Documents.
- G. Quoter is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Quoting Documents.
- H. Quoter has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Quoter has discovered in the Quoting Documents, and confirms that the written resolution thereof by Engineer is acceptable to Quoter.
- I. The Quoting Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Quote constitutes an incontrovertible representation by Quoter that Quoter has complied with every requirement of this Article, and that without exception the Quote and all prices in the Quote are premised upon performing and furnishing the Work required by the Quoting Documents.

ARTICLE 4 – QUOTER’S CERTIFICATION

4.01 Quoter certifies that:

- A. This Quote is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Quoter has not directly or indirectly induced or solicited any other Quoter to submit a false or sham Quote;
- C. Quoter has not solicited or induced any individual or entity to refrain from Quoting; and
- D. Quoter has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the Quoting process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the Quoting process to the detriment of Owner, (b) to establish Quote prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Quoters, with or without the knowledge of Owner, a purpose of which is to establish Quote prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Quoting process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF QUOTE

- 5.01 Quoter will complete the Work in accordance with the Contract Documents for the following price(s):

QUOTE FORM

69 kV TRANSMISSION LINE RELOCATION

CITY OF WEBSTER CITY MUNICIPAL UTILITIES WEBSTER CITY, IOWA

The quote pricing shall be made on a unit basis so that Engineer may specify any combination of construction units deemed necessary. The various construction units included in this quote and upon which quotations are required are defined by symbols and descriptions listed in Section 01 2000 of the Technical Specifications.

Unit	Description	Est # of Units	Unit Price			Extended Price
			Labor	Materials	Labor & Materials	
70(H2)	Wood Pole, Length 70', Class H2 (ea.)	8	\$ 1,200.00		\$ 1,200.00	\$ 9,600.00
TM-1	69 kV Deadend Assembly, Single Phase (ea.)	3	\$ 1,500.00	\$ 475.00	\$ 1,975.00	\$ 5,925.00
TM-2	Single Static Deadend Assembly (ea.)	1	\$ 550.00	\$ 175.00	\$ 725.00	\$ 725.00
TM-3	Horizontal Line Post Insulator Assembly, Single (ea.)	3	\$ 750.00	\$ 350.00	\$ 1,100.00	\$ 3,300.00
TP-69	69 kV Tangent, Horizontal Line Post, 3Ø (ea.)	3	\$ 1,000.00	\$ 800.00	\$ 1,800.00	\$ 5,400.00
TS-5GA	69 kV Vertical, Double Deadend, Large Angle, Wood Pole (ea.)	2	\$ 1,000.00	\$ 4,000.00	\$ 5,000.00	\$ 10,000.00
TH-5	69 kV Double Deadend, 3-Pole Structure (ea.)	1	\$ 5,500.00	\$ 1,750.00	\$ 7,250.00	\$ 7,250.00
3/0 ACSR-OF	Phase Conductor, 3/0 ACSR, Pigeon, Owner-Furnished (Mft.)	4.8	\$ 6,500.00		\$ 6,500.00	\$ 31,200.00
3/0 ACSR-CF	Phase Conductor, 3/0 ACSR, Pigeon, Contractor-Furnished (Mft.)	3	\$ 6,500.00	\$ 4,300.00	\$ 10,800.00	\$ 32,400.00
3/8" HSS-OF	OHGW Conductor, 3/8" HSS, Owner-Furnished (Mft.)	1.6	\$ 6,500.00		\$ 6,500.00	\$ 10,400.00
3/8" HSS-CF	OHGW Conductor, 3/8" HSS, Contractor-Furnished (Mft.)	1	\$ 6,500.00	\$ 975.00	\$ 7,475.00	\$ 7,475.00
D6	Screw Anchor, Triple Helix (ea.)	14	\$ 850.00	\$ 425.00	\$ 1,275.00	\$ 17,850.00
E3-3	Insulated Down Guy, 3/8" EHS, Single (ea.)	16	\$ 650.00	\$ 175.00	\$ 825.00	\$ 13,200.00
E5	5' Anchor Extension (ea.)	32	\$ 475.00	\$ 175.00	\$ 650.00	\$ 20,800.00
XC-69-(4)	Transfer (4) 69 kV Conductor (ea.)	2	\$ 1,800.00		\$ 1,800.00	\$ 3,600.00
RP	Remove Pole (ea.)	17	\$ 1,000.00		\$ 1,000.00	\$ 17,000.00
RC	Remove Conductor (Mft.)	7.6	\$ 4,500.00		\$ 4,500.00	\$ 34,200.00
RA	Remove Anchor (ea.)	10	\$ 400.00		\$ 400.00	\$ 4,000.00
WPG	Wood Pole Ground (ea.)	8	\$ 225.00	\$ 175.00	\$ 400.00	\$ 3,200.00
TC	Traffic Control (lot)	1	\$ 2,000.00		\$ 2,000.00	\$ 2,000.00
T1	Mobilization (as req'd)	1	\$ 10,000.00		\$ 10,000.00	\$ 10,000.00

TOTAL (QUOTE): \$ \$ 249,525.00

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Quoter agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Quoter accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS QUOTE

- 7.01 The following documents are submitted with and made a condition of this Quote:
- A. Required Quote security in the form of _____ N/A _____;
 - B. List of proposed subcontractors
 - C. List of proposed suppliers
 - D. List of project references

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Quote with initial capital letters have the meanings stated in the Instructions to Quoters, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - QUOTE SUBMITTAL

QUOTER: *[Indicate correct name of Quoting entity]*

Karian Peterson Power Line Contracting LLC

By:

[Signature]



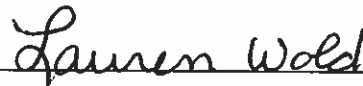
[Printed name]

Troy Blankenhagen

(If Quoter is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Lauren Wold

Title:

Controller

Submittal Date:

11-1-2023

Address for giving notices:

PO Box 345

Montevideo MN 56265

Telephone Number:

320-269-6769

Fax Number:

320-269-6146

Contact Name and e-mail address:

troyb@karianpeterson.com

Quoter's License No.:

(where applicable)

NEW 69 kV TRANSMISSION LINES

Project Summary: Build and add transmission lines to the new substation and a new line to the Bowman substation

Total Project Cost: \$ 2,100,000

Justification: Webster City's Municipal Utility (WCMU) internal transmission system is comprised of a 69 kV backbone that provides service to all three (3) of WCMU's substations, including radial service to one (1) of WCMU's substations. WCMU owned transmission connects to the area transmission system at three (3) points from our three (3) different substations. The 69 kV lines are needed to bring electricity to the individual substations where the voltage is stepped down to distribution voltage.



Goal and Policy Links: Replacement of aging infrastructure

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		60,000			150,000		210,000
Construction		515,000			1,250,000		1,765,000
Construction Management		25,000			100,000		125,000
Equipment Acquisition							-
Total	-	600,000	-	-	1,500,000	-	2,100,000

Project Funding Sources

	Project Funding Sources						
	Prior Years	2023-24	2024-25	2025-26	2026-27	2027-28	Total
Electric Fund		600,000			1,500,000		2,100,000
							-
							-
Total	-	600,000	-	-	1,500,000	-	2,100,000

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

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between City of Webster City, Iowa (“Owner”) and
_____(“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Relocation of approximately 0.4 miles of 69 kV transmission line.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

69 kV Transmission Line Relocation

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by DGR Engineering.
- 3.02 The Owner has retained DGR Engineering (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 Contract Times: Dates

- A. The Work will be substantially completed on or before **March 14, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **April 16, 2024**.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Quote, attached hereto as an exhibit.
 - B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Contractor's Quote. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 10.06 of the General Conditions. Unit prices have been computed as provided in Paragraph 13.03 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage); and
 - b. 0 percent (with the balance being retainage) of cost of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to Owner.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 7 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings. If no such reports have been made available to Contractor, Contractor agrees that none are required from Owner.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:

1. This Agreement (pages A-1 to **A-8**, inclusive).
2. Performance Bond (pages 1 to 2, inclusive).
3. Payment Bond (pages 1 to 2, inclusive).
4. General Conditions (pages 1 to 65, inclusive).
5. Supplementary Conditions (pages SC-1 to **SC-7**, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.

Drawings (not attached but incorporated by reference) consisting of 11 sheets with each sheet bearing the following general title: 69 kV Transmission Line Relocation.

7. Addenda (numbers ____ to ____, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Quote (pages QF-1 to **QF-6**, inclusive).
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.

- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the quoting process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the quoting process or the execution of the Contract to the detriment of Owner, (b) to establish Quote or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Quoters, with or without the knowledge of Owner, a purpose of which is to establish Quote prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the quoting process or affect the execution of the Contract.

10.06 Multiple Parts; Copies Same as Originals; Electronic and Scanned Signatures Permitted

- A. This Agreement may be executed in multiple parts and in duplicates. Any duplicates of this Agreement shall each be given full effect.
- B. Any photocopies, electronic copies, or scanned copies of this Agreement shall be given full force and effect as the original(s).
- C. Given the distance between the parties and the time-sensitive nature of this Agreement, the parties stipulate that each party and/or their individual representatives may execute this Agreement using an electronic or scanned signature. Such electronic or scanned signatures shall be given full effect by the parties.

10.07 Other Provisions

- A. None.

ARTICLE 11 – NOT USED

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Webster City, Iowa

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Print: _____

Print: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

400 Second Street

Webster City, IA 50595

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)



MEMORANDUM

TO: Mayor and City Council

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

DATE: November 20, 2023

RE: Adopt a Resolution Authorizing the Mayor to Sign and Execute Agreement with Allender Butzke Engineers, Inc. for Professional Services Associated with the Wastewater Treatment Plant Project

SUMMARY: The City is simultaneously working on the installation of Reisner Substation and the Wastewater Treatment Plant construction project in order to decommission Passwaters Substation and install the two sanitary sewer force mains to the new Wastewater Plant. Geotechnical work is needed to continue with design and preparation of bid documents for Reisner substation and associated transmission lines.

PREVIOUS COUNCIL ACTION: The City Council has seen this as part of the FY 24 Capital Improvement Plan and has previously approved professional services agreement with DGR Engineering for the design of the new substation.

BACKGROUND/DISCUSSION: As the City continues to move forward with the design of the new Wastewater Treatment Plant, additional soil borings are needed to understand soil conditions in the project area. Allender Butzke has provided a proposal to complete 6 borings that are 20 to 30 feet deep, including 3 locations in the Highway 20 ROW, laboratory testing, engineering analysis, and letter report.

Bolton and Menk has reviewed the cost proposal and identified it to be reasonable and within industry standards. Our project engineer and staff recommend moving forward with Allender Butzke's proposal to complete necessary soil borings for the Wastewater Treatment Plant project.

FINANCIAL IMPLICATIONS: The total cost for services provided will be paid for by the Wastewater Fund. The Wastewater Treatment Plant project is included as part of the FY 24 budget.

RECOMMENDATION: Staff recommends the City Council adopt a resolution authorizing the Mayor to sign and execute agreement with Allender Butzke Engineers, Inc. for Professional Services associated with geotechnical work for the Wastewater Treatment Plant project.

RESOLUTION NO. 2023 - xxx

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE AGREEMENT WITH
ALLENDER BUTZKE ENGINEERING, INC. FOR PROFESSIONAL ENGINEERING SERVICES
ASSOCIATED WITH THE WASTEWATER TREATMENT PLANT PROJECT**

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

WHEREAS, the City of Webster City has a professional services agreement with Bolton and Menk for professional engineering services associated with the design and construction of the new Wastewater Treatment Plant; and

WHEREAS, Bolton and Menk is assisting the City with design of the new Wastewater Treatment Plant and requires more information on the soil conditions of the site to proceed with design; and

WHEREAS, the City of Webster City will utilize the services of its consulting engineer, Allender Butzke Engineering, Inc., to perform said services as noted in the attached as Exhibit "A";

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

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

SECTION 1: Authorizes the Mayor to sign and execute agreement with Allender Butzke Engineering, Inc. to perform professional engineering services associated with the Wastewater Treatment Plant Project.

Passed and adopted this 20th day of November, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Exhibit "A"

Agreement with Allender Butzke



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: Highway 20 Crossing - WWTF Improvements **PN:** 231228A
PROJECT ADDRESS: Highway 20, West of Substation
Webster City, Iowa
CLIENT: City of Webster City Attn: Daniel Ortiz-Hernandez, City Manager
ADDRESS: 400 2nd Street, P.O. Box 217
Webster City, IA 50595

SCOPE: Geotechnical Exploration - Mobilization with all-terrain mounted drilling equipment, utility locations (Iowa One Call), Iowa DOT Right of Way (ROW) permit, traffic control (per Iowa DOT TC-402), drill and sample 6 borings 20 to 30 feet deep (total of 150 ft) including 3 locations in Highway 20 ROW, laboratory testing, engineering analysis, and letter report.


COMPENSATION TERMS: Total cost for the above scope of services will be \$11,450. Deduct \$800 if boring locations are accessible with truck mounted drilling equipment. Deduct \$1,500 if traffic control per Iowa DOT TC-1 will be permissible (or if City can provide DOT specified traffic control). Hard limestone bedrock may result in auger refusal at shallower depths. Boring depths can be adjusted at a rate of \$25/foot. Consultation subsequent to completion of report invoiced at current engineering rates. We assume Bolton & Menk (or others) will stake the boring locations at the site prior to utility locations and drilling, the costs of which are not included in the above fee. While dry ground conditions should resist rutting, fees are not included for rut repair, if any.

REMARKS: Field exploration could be scheduled to be conducted within two to three weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available two weeks after drilling, followed two to three weeks later with the written report. ABE will contact only Iowa One Call for public utility locates. Location of private utilities and service lines (if any) are the owner/client's responsibility and should be properly marked prior to the drill crew arriving at the site.

Services covered by the Agreement will be performed in accordance with the GENERAL CONDITIONS stated on the following page and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

ACCEPTED FOR CLIENT

By: 
Matt Drummond, P.E.
 Title: Principal Engineer
 Date: 11/13/2023

By: _____
 Printed Name
 Title: _____
 Date: _____

PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!

1. PARTIES AND SCOPE OF WORK: Allender Butzke Engineers (hereinafter referred to as "ABE") shall perform the work as set forth in ABE's proposal, the client's acceptance thereof if accepted by ABE and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by ABE. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any part of ABE's work. ABE shall have no duty or obligation to any third party greater than that set forth in ABE's proposal, client's acceptance thereof and these General Conditions. ABE may issue a third party reliance letter to a party the client identifies in writing provided ABE solely determines that the report is still reliable and that the third party, its successors, assigns, and agents agree in writing to these General Conditions and agree to pay ABE the greater of either 10 percent of the contract amount or \$250.00 for issuing the reliance letter. The ordering of work from ABE shall constitute acceptance of the terms of ABE's proposal and these General Conditions.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed by ABE or others to be timely and properly performed in accordance with the plans, specifications and contract documents and ABE's recommendations. No claims for loss, damage or injury shall be brought against ABE by client or any third party unless all tests and inspections have been so performed and unless ABE's recommendations have been followed. Client agrees to indemnify, defend and hold ABE, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or ABE's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of ABE, its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF WORK: The services set forth in ABE's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by ABE personnel at the prices quoted. If ABE is required to delay commencement of the work or if, upon embarking upon its work, ABE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of ABE, additional charges will be applicable and payable by client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for ABE to perform the work. ABE shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, ABE has not included in its fee the cost of restoration of damage which may occur. If client desires or requires ABE to restore the site to its former condition, upon written request ABE will perform such additional work as is necessary to do so and client agrees to pay ABE the cost thereof.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that he has advised ABE of any known or suspected hazardous materials, utility lines and pollutants at any site at which ABE is to do work hereunder, and unless ABE has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save ABE harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to ABE's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to ABE by client.

6. RESPONSIBILITY: ABE's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. ABE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. ABE's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. ABE has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed thirty (30) days after submission of ABE's report.

8. PAYMENT: Client shall be invoiced as work is completed and reported, either periodically or at end of project. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and

not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay ABE's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. ABE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein ABE waives any rights to a mechanics' lien, or any provision conditioning ABE's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that ABE shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of ABE from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

9. STANDARD OF CARE: ABE'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, ABE WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. STATEMENTS MADE IN ABE REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

10. LIMITATION OF LIABILITY: SHOULD ABE OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON ABE'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF ABE, ITS OFFICERS, EMPLOYEES, AND AGENTS SHALL BE LIMITED TO \$ 50,000.

11. INDEMNITY: Subject to the foregoing limitations, ABE agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of ABE's negligence to the extent of ABE's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against ABE, the party initiating such action shall pay to ABE the costs and expenses incurred by ABE to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that ABE shall prevail in such suit.

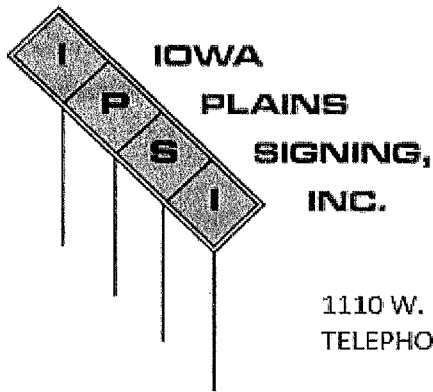
12. TERMINATION: This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, ABE shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services, records and reports as are necessary to place ABE's files in order and/or protect its professional reputation.

13. WITNESS FEES: ABE's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay ABE's legal expenses, administrative costs and fees pursuant to ABE's then current fee schedule for ABE to respond to any subpoena.

14. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring ABE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

15. PROVISIONS SEVERABLE: In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

16. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



1110 W. 6TH AVENUE (HWY. 210 W) | P.O. BOX 654 | SLATER, IOWA 50244-0654
TELEPHONE: (515) 685-3536 FAX: (515) 685-3530

Project : TC-402 Highway 20
City: Webster City, Iowa
Bid Date: November 13th, 2023

Bid Item #	Description	Units	Quantity	Per Unit	Total
	Traffic Control - TC-402 Daily	EA	1	\$1,500.00	\$1,500.00

Conditions or Notes:

Iowa Plains will deliver and remove traffic control.

Bond is included; IPSI will share up to .5% if necessary.

This quote will expire 45 days after date of letting if not signed or notified.

Mark Baumgardner
Cell # 515-210-3537
mark@iowaplains.com

Acceptance Signature

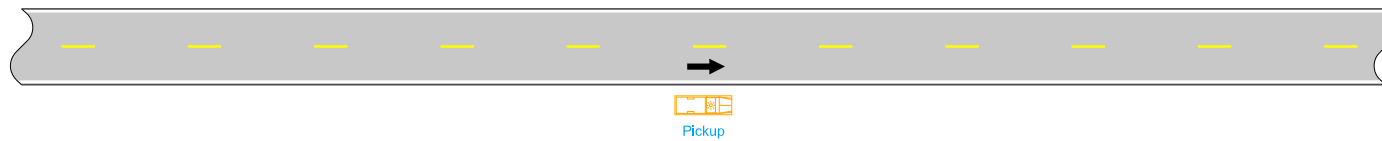
TRAFFIC CONTROL * TEMPORARY TRAFFIC SIGNALS
TEMP BARRIER RAIL * PAINT STRIPING * TAPE STRIPING

Do not allow work to interfere with the flow of traffic.

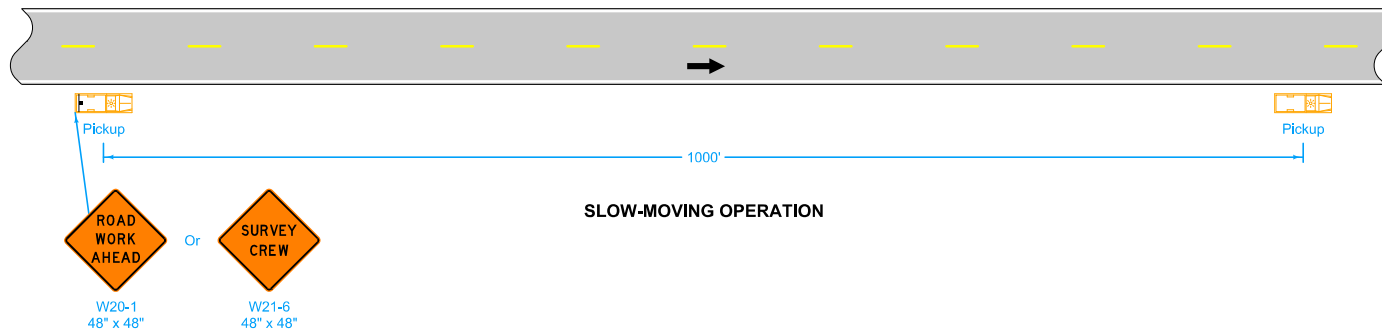
When parked, locate vehicles as far from the open traffic lane as possible. Entrances and driveways should be used whenever appropriate.

Equip all vehicles with an amber revolving light or amber strobe light.

① For work lasting longer than one hour, refer to [TC-202](#) or [TC-402](#).



VEHICLE STOPPED ON SHOULDER FOR LESS THAN ONE HOUR ①

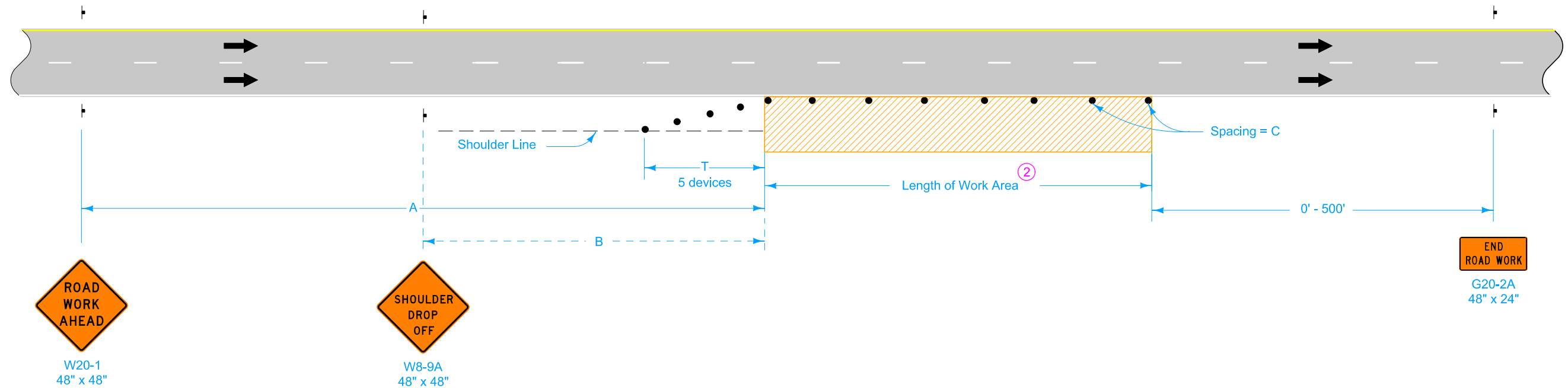


SLOW-MOVING OPERATION

Possible Contract Item:
Traffic Control

LEGEND	
	Traffic Sign
	Direction of Traffic

 STANDARD ROAD PLAN <small>REVISIONS: New logo.</small> <small>APPROVED BY DESIGN METHODS ENGINEER</small> WORK NOT AFFECTING TRAFFIC (TWO-LANE OR MULTI-LANE)	REVISION	
	3	10-15-19
	TC-1	
	SHEET 1 of 1	



When a pavement edge drop-off exists, install a SHOULDER DROP-OFF sign.

No pavement edge drop-offs greater than pavement depth will be allowed during non-working hours.

Shoulder edge drop-offs shall be mitigated according to Article 1107.08.K2 of the Standard Specifications.

For work lasting less than one hour, refer to TC-1.

Possible Contract Item:
Traffic Control

LEGEND

Traffic Sign

42" Channelizer

Work Area

Direction of Traffic

SPEED LIMIT (mph)*	A	B	C ②	T
40 or less	500'	250'	40'	100'
45 - 50	700'	350'	80' ①	200'
55 - 60	1500'	500'	100' ①	200'
65 - 70	1500'	500'	100' ①	230'

* Speed Limit refers to regulatory speed limit before road work.

- ① When the length of a pavement edge drop-off is 1000 feet or less, the temporary fillet requirement of Article 1107.08 of the Standard Specifications does not apply. Reduce channelizer spacing to 40 feet.
- ② For work areas less than 200 feet long, use channelizers spaced at 20 foot centers or use a vehicle with an amber revolving light or amber strobe light.

STANDARD ROAD PLAN

REVISIONS: Added speed limit note.

APPROVED BY DESIGN METHODS ENGINEER

WORK WITHIN 15 FT OF TRAVELED WAY

REVISION

10 4-18-23

TC-402

SHEET 1 of 1

235 of 441

MEMORANDUM

TO: Mayor and City Council

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

DATE: November 20, 2023

RE: Adopt a Resolution Authorizing the Mayor to Sign and Execute Public Utility Easement in Connection with the Development by Kwik Trip, Inc. Located at 505 Fair Ave Webster City, Iowa

SUMMARY: The City needs to obtain an easement for the purpose of operating, maintaining and removing all public utilities in connection with the development located at 505 Fair Avenue, Webster City, Iowa.

PREVIOUS COUNCIL ACTION: City Council approves all easements via resolution.

BACKGROUND/DISCUSSION: The purpose of this easement is for operating, maintaining and removing all public utilities, including but not limited to water lines, sanitary and storm sewer infrastructure, sub-drain and footing drain, electric lines, electronic communication lines and any other form of utility whatsoever (the "Easement"), on or under the surface of the ground, together with the right of ingress and egress in, under, across and along the property.

The easement outlines several covenants, terms and conditions as part of the easement. These include the following:

1. The easement granted by the owners of said property to the City shall remain in effect until such time as owner and City enter into a new easement agreement addressing public utilities, which will take place once Owner relocates, and the City accepts and approves, the public utilities currently placed within the easement area as required by Owner's development of the easement area and the surrounding real property. At such time, the City will release this easement.
2. The Easement granted by the Owners 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 Owners.
3. After any repairs or maintenance, the City, its successors and assigns, agrees to restore the Easement Area 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.

The Owners agree that no action or construction may be taken by Owners that would interfere with the City's use of the Easement. The parties agree that Owners may conduct any excavating or grading in the Easement Area related to the construction and the relocation of the public utilities, so long as the work does not interfere with or damage the City's use of the Easement. If any acts or construction are taken by Owners that interfere with or damages this Easement, then Owners shall be responsible for any damages caused to the utilities located within the Easement Area.

4. The Owners agree 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.
5. The Owners hereby covenant with the City and does further represent to the City that the Owners hold 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. The undersigned Owners further relinquish all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement or Easements.
6. The parties agree that this document constitutes a non-exclusive easement running with the land for the benefit of the City, its successors and assigns.
7. 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.
8. The parties further agree that except as may be caused by the negligent or intentional 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 Owners or its employees, agents or representatives.
9. 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.

FINANCIAL IMPLICATIONS: There are no financial implications associated with the City accepting this easement.

RECOMMENDATION: City Staff recommends City Council adopt a resolution authorizing the Mayor to sign and execute a public utility easement in connection with the development by Kwik Trip, Inc. located at 505 Fair Ave Webster City, Iowa.

RESOLUTION NO. 2023 -

**AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PUBLIC UTILITY EASEMENT IN
CONNECTION WITH THE DEVELOPMENT BY KWIK TRIP, INC.
LOCATED AT 505 FAIR AVENUE, WEBSTER CITY, IOWA.**

WHEREAS, the development located at 505 Fair Ave Webster City, IA will require a public utility easement; and,

WHEREAS, for the purpose of 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, electrics lines, electronic communication lines, and any other form of utility whatsoever (the "Easement") on or under the surface of the ground, together with the right of ingress and egress, in under, across and along the property 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) (the "Easement Area"), subject to any easements recorded or unrecorded.

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 public utility easement in connection with the development by Kwik Trip, Inc. located at 505 Fair Ave Webster City, Iowa.

Passed and adopted this 20th day of November, 2023.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

EASEMENT CONVEYANCE

THIS AGREEMENT, made and entered into on this ____ day of ____, 2024, by and between Kwik Trip Inc., a Wisconsin Corporation, whose addresses for purpose of this Agreement is 1626 Oak Street, La Crosse, Wisconsin, 54603, hereinafter referred to collectively as Owners, 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 Owners, 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 (the "Easement"), together with the right of ingress and egress in, under, across and along a property depicted and legally described on Exhibit A attached hereto (the "Easement Area").
2. The Owners and the City further agree to all of the following covenants, terms and conditions as a part of and included within the Easement:
 - (a) The Easement granted by the Owners 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 Owners.
 - (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 Owners agree that no action or construction may be taken by Owners that would interfere with the City's use of the Easement. If any acts or construction

are taken by Owners that interfere with this Easement, then Owners shall be responsible for any damages caused to the utilities located within the Easement Area. The parties agree that Owners may place driveways in the Easement Area, as required for its development.

- (d) The Owners agree 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 Owners hereby covenant with the City and does further represent to the City that the Owners hold 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. The undersigned Owners further relinquish 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 covenant running with the land for the benefit of the City, its successors and assigns, and may not be revoked or rescinded by the Owners, its successors or assigns, except upon mutual agreement of the parties hereto or their successors or assigns.
- (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 or intentional 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 Owners 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.

(j) City has an interest arising under an existing easement set out in Easement Conveyance dated _____, 2023 and recorded on _____, 2023 as Document No. _____ (“Existing Easement”), attached hereto as Exhibit B. City hereby releases all its right, title and interest arising under the Existing Easement and said Existing Easement shall terminate effective as of this date.

(k) City has an interest in public utilities installed under Third Street which is depicted in Lawn Hill Addition Plat and retained by Webster City, Iowa Ordinance 2023-1869, dated October 2, 2023 (“Ordinance”), attached hereto as Exhibit C. City hereby releases all its right, title and interest retained under the Ordinance and said public utility easement rights shall terminate effective this date.

IN WITNESS WHEREOF, the parties herein have set their hands this ____ day of _____, 2024.

Kwik Trip Inc., a Wisconsin Corporation

By: _____

Title: _____

STATE OF _____, COUNTY OF _____: ss

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me personally known, who being by me duly sworn, did say they are the _____ of _____; that the instrument was signed on behalf of the entity, by authority of its _____, and that _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the entity, by it voluntarily executed.

Notary Public in and for the State of _____

City of Webster City, Iowa

By: 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.

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF EASEMENT LOCATION

EXHIBIT B

EASEMENT CONVEYANCE DATED _____ 2023

EXHIBIT C

ORDINANCE 2023-1869, DATED OCTOBER 2, 2023

MEMORANDUM

TO: Mayor and City Council

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

DATE: November 20, 2023

RE: Adopt a Resolution Accepting and Approving the Acquisition of Property generally located at 614 First Street Webster City, IA.

SUMMARY: Over the last few years, the City of Webster City has issued numerous notices in regards to nuisances and an unsafe building located at 614 First Street, Webster City, Iowa. The property went before the judge on November 7, 2023 to be considered for abandonment. The Judge ruled the property as abandoned and ordered in favor of the City of Webster City, Iowa, awarding title of said property to the City of Webster City, free and clear from any liens and encumbrances.

PREVIOUS COUNCIL ACTION: Historically, Council has adopted resolutions related to accepting and approving the acquisition of abandoned properties.

BACKGROUND/DISCUSSION: The property located at 614 First Street, Webster City, Iowa, has been considered a habitual nuisance and unsafe building for the last few years with no remediation completed by the property owner. The Court ruled in favor of the City of Webster City on November 7, 2023 declaring the property abandoned and awarding title to the City of Webster City, free and clear from any liens and encumbrances. City Staff is requesting Council approve and adopt a resolution accepting and approving the acquisition of the property generally located at 614 First Street, Webster City, IA. The property is past remediation and will need to be demolished in the future. The average cost of the properties the City has demolished this year is roughly \$25,800. The City would seek authorization to pursue bids for the demolition of the property in the future.

FINANCIAL IMPLICATIONS: The City is responsible for paying the Court costs for acquiring this dwelling. We will also be responsible for any future demolition of this property. The plan would be to resell the lot for future development after the demolition.

RECOMMENDATION: City staff recommends the Council approve the resolution accepting and approving the acquisition of 614 First Street.



RESOLUTION NO. 2023 - xxx

**RESOLUTION ACCEPTING AND APPROVING ACQUISITION OF PROPERTY GENERALLY LOCATED
AT 614 FIRST STREET IN THE CITY OF WEBSTER CITY, HAMILTON COUNTY, IOWA.**

WHEREAS, Iowa Code Section 657A.10B allows cities to petition the courts for possession of vacant and dilapidated homes, of which no one will take responsibility for its condition, and

WHEREAS, the hereinafter described parcel contains a vacant dwelling that has been deemed dangerous and unsafe and does not meet the City of Webster City's respective municipal code sections, and

WHEREAS, the Iowa District Court for Hamilton County found:

1. That 614 First Street is legally described as:

West 51 feet of Lot 3, except the West 2¼ feet thereof, Block 88, West Newcastle, now Webster City, Iowa.

This is a residence and not a commercial building which has been abandoned for at least six consecutive months. According to the evidence presented in this case, there are no utilities currently being provided to the property. In addition, according to the evidence presented, the buildings located on the property do not meet the city's housing code as being fit for human habitation, occupancy or use, nor do they meet the city's building code as being fit for occupancy or use. The buildings located on the property appear from the evidence to be exposed to the elements such that deterioration of the buildings is occurring and there also appears to exist accumulation of debris on the property.

Further, as testified to by the City's building inspector and shown by the evidence, efforts by the Respondent, Benjamin M. Kirk, to rehabilitate the buildings and grounds has not occurred, nor has the Respondent demonstrated a good-faith effort to restore the property to productive use. Further, based on the evidence and testimony presented in this case, the Respondent, Benjamin M. Kirk, has failed to comply with previous orders and/or notices from the building code official to address the ongoing issues with the buildings and/or property.

2. That because of the findings of fact made above, the Court determines that the property is an abandoned building pursuant to Section 657A.10B.

WHEREAS, the Iowa District Court for Hamilton County ordered, adjudged and decreed that the above described property is an abandoned property pursuant to Section 657A.10B and awarded title of said property to the City of Webster City, and

NOW THEREFORE BE IT RESOLVED by the City Council of Webster City, Iowa, that the above described property is accepted and approved for the purposes as described in Section 657A.10B.

Passed and adopted this 20th day of November, 2023.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

IN THE IOWA DISTRICT COURT FOR HAMILTON COUNTY

CITY OF WEBSTER CITY, IOWA,)	No. EQCV030080
Petitioner,)	
)	
vs.)	
)	ORDER FOR JUDGMENT
BENJAMIN M. KIRK AKA BENJAMIN)	
MICHAEL KIRK, STEIN HEATING &)	
COOLING, INC., STATE OF IOWA and)	
PARTIES-IN-POSSESSION,)	
Respondents.)	

This matter came before the Court on November 7, 2023, as scheduled for hearing. Present were Attorney Zachary S. Chizek representing the Petitioner, City of Webster City, Iowa and Benjamin M. Kirk, a Respondent to this matter. No other attorneys or Respondents appeared.

The Court notes that proof of service on all parties has been shown. The Petition and Original Notice were posted on the property located at 614 First Street, Webster City, Iowa, by the Hamilton County Sheriff's Office on May 28, 2023. Respondent Benjamin M. Kirk a/k/a Benjamin Michael Kirk was served by certified mail on or before June 6, 2023. Respondent Stein Heating & Cooling, Inc. was served by certified mail on or before May 30, 2023. Respondent State of Iowa was served by certified mail on or before May 30, 2023.

THE COURT MAKES THE FOLLOWING FINDINGS OF FACT:

1. That 614 First Street is legally described as:

West 51 feet of Lot 3, except the West 2¼ feet thereof, Block 88, West Newcastle, now Webster City, Iowa.

This is a residence and not a commercial building which has been abandoned for at least six consecutive months. According to the evidence presented in this case, there are no utilities currently being provided to the property. In addition, according to the evidence presented, the buildings located on the property do not meet the city's housing code as being fit for human habitation, occupancy or use, nor do they meet the city's building code as being fit for occupancy or use. The buildings located on the property appear from the evidence to be exposed to the elements such that deterioration of the buildings is occurring and there also appears to exist accumulation of debris on the property.

Further, as testified to by the City's building inspector and shown by the evidence, meaningful efforts by the Respondent, Benjamin M. Kirk, to rehabilitate the buildings and grounds have not occurred, nor has the Respondent demonstrated a good-faith effort to restore the property to productive use. Further, based on the evidence and testimony presented in this case, the Respondent, Benjamin M. Kirk,

has failed to comply with previous orders and/or notices from the building code official to address the ongoing issues with the buildings and/or property.

2. That because of the findings of fact made above, the Court determines that the property is an abandoned building pursuant to Section 657A.10B.
3. No one, other than the above-noted Benjamin M. Kirk, appeared today to argue on behalf of any Respondents. The Court hereby finds the Respondent, Stein Heating & Cooling, Inc. to be in default in this matter. The State of Iowa answered but did not appear. This Order for Judgment is consistent with the State's prayer made in its answer.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED, that the property cited above is an abandoned property pursuant to Section 657A.10B. Judgment is hereby ordered in favor of the Petitioner, City of Webster City, Iowa, and the Court hereby awards title of this property to the City of Webster City, free and clear from any liens and encumbrances.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the Clerk of Court shall notify the Hamilton County Auditor's Office, Assessor's Office, Recorder's Office and Treasurer's Office, so that these offices may take note of this Order and adjust their records accordingly. Court costs shall be taxed to the Petitioner.



State of Iowa Courts

Case Number
EQCV030080
Type:

Case Title
CITY OF WEBSTER CITY VS BENJAMIN M. KIRK
ORDER FOR JUDGMENT

So Ordered

A handwritten signature in black ink, reading "James C. Ellefson".

James C. Ellefson, District Court Judge
Second Judicial District of Iowa

Electronically signed on 2023-11-08 13:07:49

MEMORANDUM

TO: Mayor and City Council

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

DATE: November 20, 2023

RE: Adopt a Resolution Authorizing the Street Supervisor to Purchase a SnoGo PRO-BLAST 3000H Snow Blower via Sourcewell from WAUSAU in the Amount of \$209,762.

SUMMARY: The Webster City Street Department utilizes eight pieces of equipment to remove snow from City streets, alleys, and City parking lots. Our Downtown business district and around our schools are wind-rowed to the center of the street and snow blown into dump trucks and hauled away. These streets have public sidewalks butting directly against the back of curb eliminating any snow to be piled or stored for residents or business owners. Street Department staff snow blows roughly 2.3 miles of wind-rowed material starting with our downtown and ending on Lynx Ave near the high school.

PREVIOUS COUNCIL ACTION: City Council has seen this in the 2023-2024 Capital Equipment Budget. Street Department earmarked \$225,000 for a Snow Blower.

BACKGROUND/DISCUSSION: Street Departments current snow blower is a 1987 SnoGo with 1281 hours on the machine. Last year Street Departments mechanic Cole Youngdale went through the machine and found numerous broken welds on the exterior portion of the frame and even more on the inside portion of the blower frame. In order to make these repairs Cole recommended pulling the motor from the machine and repairing the welds as needed. This machine has been a very dependable piece of equipment for the last 30 years but is showing its age and not as reliable as it once was.

The SnoGo PRO-BLAST 3000H is a two-stage auger, full hydro-mechanical type snow blower with no clutch or shear pins meaning less maintenance and better operator safety. This new machine is also ran off radio remote control meaning no long thick cable running from the snow blower to the cab of the wheel loader to operate the snow blower. This allows the blower to be ran off either wheel loader (John Deere or CAT) giving staff more options if necessary. Staff anticipated this machine lasting 30 to 40 years with proper maintenance and upkeep. SnoGo is a well-known snow blower in the snow removal industry and our soon to be 37 year old machine is a prime example of that. Last year's snow/high wind event in December proved why it is necessary we purchase a diesel-powered machine and not move forward with a cheaper hydraulic powered snow blower. Drifts get tall and hard packed, and its vital we have a machine capable of removing that snow in a timely fashion to keep our roads open and safe to travel.

Murphy Tractor was not able to take our 36-year-old SnoGo snow blower in on trade with it being a Sourcewell purchase. Murphy Tractor stated that our machine was only worth \$500 in trade in value. Staff recommends purchasing the new SnoGo PRO-BLAST 3000H via Sourcewell and selling our current snow blower on an auction site. Murphy Tractor informed staff there is only one machine left on inventory and delivery could be as early as middle to late December of this year.

FINANCIAL IMPLICATIONS: This will be absorbed through the 2023-2024 Capital Equipment Budget.

RECOMMENDATION: Staff recommends the City Council adopt a resolution authorizing the street department supervisor to purchase a SnoGo PRO-BLAST 3000H snow blower via Sourcewell from WAUSAU in the amount of \$209,762.



RESOLUTION NO.

**ADOPT A RESOLUTION AUTHORIZING THE STREET DEPARTMENT SUPERVISOR
TO PURCHASE A SNOGO PRO-BLAST 3000H SNOW BLOWER THROUGH SOURCEWELL
FROM WAUSAU IN THE AMOUNT OF \$209,762**

WHEREAS, the City of Webster City Street Department is in need of replacing their 1987 SnoGo snow blower; and

WHEREAS, the City of Webster City wishes to purchase a new SnoGo PRO-BLAST 3000H snow blower via Sourcewell from WAUSAU; and

WHEREAS, the City of Webster City will utilize this piece of equipment for the removal of wind-rowed snow material in the downtown business district, school zones, and high wind/drift areas; and

WHEREAS, the SnoGo PRO-BLAST 3000H that will be purchased is attached as Exhibit "A";

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 Street Department Supervisor to purchase a SnoGo PRO-BLAST 3000H snow blower via Sourcewell from WAUSAU in the amount of \$209,762.

Passed and adopted this 20th day of November, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Exhibit "A"

SnoGo PRO-BLAST 3000H Snow Blower

SnoGo Pro-Blast 3000H

Two Stage Hydro-Mechanical Blower

DIMENSIONAL DATA	
Casting Width	114"
Casting Height	58"
Height to Top of Chute (retracted)	123"
Height to Tipper (chute up, tip up)	143"
Front to Back Dimension	97"

GENERAL DATA	
Snow Removal Capacity	3000 TPH
Snow Casting Distance	150'
Weight of Unit	9800#
Fan Diameter	38.5"
Number of Blades	6
Fan Housing Depth	14"
Fan Housing Rotation	135°
Fuel Tank Capacity	65 Gal

ENGINE (Meets Tier 4 Final Emissions Standards)	
Cummins Model: QSL-9	300 HP @ 2300 RPM
Maximum Torque	1050 lb-ft @ 1500 RPM

AUGER & AUGER DRIVE	
Three (3) 14" diameter augers	Full flight, serrated
Auger mounts	Self-aligning bearings
Hydraulic Relief Protection	5500 PSI
Chain Tensioner	Self-adjusting

ELECTRICAL SYSTEM	
12 Volt	Two (2) 12-volt 950 CCA
Alternator	12V, 100 AMP

HYDRAULIC SYSTEM	
Hydraulic Activated Clutch	20 Gallon
Tandem Hydraulic Closed Loop Pumps	Hydraulic Motor

OPTIONS (short list): Wireless control system, Frame extensions, Headlights, Snow wheels, Carbide shoes, Poly housing and Chute liners



TWO STAGE HYDRO-MECHANICAL BLOWER

The SNOGO® two stage auger, full hydro-mechanical type blower heads are of very compact design, suitable for all snow conditions, and ideal for spot-casting/loading of snow through a discharge or telescopic loading chute. Three 14" horizontal serrated augers feed into a 38.5" impeller.

Blower engine - Cummins 300 HP Tier IV Final Engine, providing output up to 3000 tons per hour. Power is applied hydro-statically from the engine to the blower head eliminating the need for shear pins, clutch and angle drives. Reliability and durability of the impeller and augers is assured by hydraulic reliefs in the drive system.

Features

- No clutch, No shear pins = less maintenance + better operator safety
- Pre-cleaner for engine air filter = less maintenance
- Bolt on coupler system for various loader quick hitches
- Drive chain for augers running in oil bath
- Engine enclosure with gas spring assisted tilting rear and side door
- Turntable rotates 300 degrees
- Heavy-duty serrated augers
- Reversible augers and impeller
- Auto-adjusting drive chain - for proper tension and less maintenance
- Compact control box & optional wireless controls



1905 South Moorland Road
New Berlin, WI 53151

City of Webster City
100 E Ohio St
Webster City, IA 50595

11/15/2023

RE: Sourcewell Pricing for Loader Mounted Snow Blower

Attn: Brandon Bahrenfuss

It is with great pleasure to submit a quote for a PRO BLAST 3000H Snogo snow blower with the following features:

SnoGo MODEL PRO-BLAST 3000H.

Cummins, 300 HP, Tier IV F engine,

3000 TPH capacity, 114" Cutting width, (3) serrated augers, Turret & Telescopic Loading chute, Block heater cold weather starting aid, air cleaner & restriction indicator, residential muffler, high engine temp & low oil pressure automatic shut down system, multiplex umbilical cord w/ disconnect at engine, fuel water separator, control box

Sourcewell Price..... \$ 199,992.00

Non-Contracted Items

Radio remote control..... \$ 2270.00

Quick coupler (JRB 416).....\$ 5000.00

Freight (to Murphy Tractor).....\$1000.00

Installation (by Murphy Tractor).....\$1500.00

Total\$ 209,762.00 USD

- Please refer to product literature for specifications

NB: Delivery End of December 2023 and subject to prior sales

Applicable taxes not included

Pricing valid for 60 days.

FOB : New Berlin . Wisconsin

Travis Baker
Eastern Territory Sales Manager

cc. Mike Minicucci



MEMORANDUM

TO: Mayor and City Council

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

DATE: August 7, 2023

RE: Adopt a Resolution Authorizing the Mayor to Sign a Purchase Agreement with Dean Allan Gillette and Lorette Gillette for Land Necessary to Complete the Wastewater Treatment Plant Sanitary Sewer Force Main in the Amount of \$86,337.50

SUMMARY: The Wastewater Treatment Facility project is currently in the planning and design phase. Because this project involves construction of two sewer force mains and outfall piping from the new facility site to the Boone River, there are additional easements and property the City will need to acquire. The City has exhausted all good faith efforts to negotiate with one a property owner as it relates to the sewer force main route. Ahlers & Cooney assisted the city with the sewer force main route easement acquisition and condemnation process. Prior to condemnation, the property owner agreed to provide the City with necessary permanent utility easements and temporary construction easements in the amount of \$86,337.50. It is now time to sign the purchase agreement and accept the necessary easements.

PREVIOUS COUNCIL ACTION: The City Council entered into an agreement with Bolton & Menk, LLC for engineering services associated with the Wastewater Treatment Facility Improvement Project on December 16, 2019. On November 1, 2021, the City Council entered into a Sewer Revenue Loan agreement with the Iowa Finance Authority for a Planning and Design Loan to fund the planning and design phase of the Wastewater Treatment Facility Project. A study session was held on August 17, 2022 to review details and information of the new Wastewater Treatment Facility Improvement Project with the City Council and Planning & Zoning Commission. On September 6, 2022 the City Council adopted a resolution accepting and adopting the Wastewater Treatment Facility Improvements Facility Plan prepared by Bolton & Menk, LLC and authorizing the submittal of the Facility Plan to the Iowa Department of Natural Resources. On November 7, 2022 the City Council adopted a resolution to pursue a State Revolving Loan Fund Loan to pay for the Construction of the new Wastewater Treatment Facility Project. On January 20, 2023 the City Council set a hearing date of February 20, 2023. On February 20, 2023, the City Council held a public hearing of necessity for the public improvement. On July 3, 2023, the City Council approved an engagement letter with Ahlers & Cooney for legal services associated with easement acquisition. On August 7, 2023, the City Council adopted a resolution authorizing the acquisition of land through eminent domain.

BACKGROUND/DISCUSSION: City staff, in partnership with legal counsel from Ahler's and Cooney was successful in securing the necessary public utility easements for the Wastewater Treatment Plant project. We are requesting authorization for the Mayor to sign and execute the purchase agreement and to issue payment of \$86,337.50.

FINANCIAL IMPLICATIONS: The easement acquisition and legal services will be covered by the Wastewater Fund.

RECOMMENDATION: Staff recommends the City Council adopt a resolution authorizing the mayor to sign a purchase agreement with Dean Allan Gillette and Lorette Gillette for the land necessary to complete the Wastewater Treatment Plant Sanitary Sewer Force Main in the amount of \$86,337.50.

RESOLUTION NO. 2023 -

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A PURCHASE AGREEMENT WITH DEAN ALLAN GILLETTE AND LORETTE GILLETTE FOR LAND NECESSARY TO COMPLETE THE WASTEWATER TREATMENT PLANT SANITARY SEWER FORCE MAIN IN AN AMOUNT OF \$86,337.50

WHEREAS, the City Council of the City of Webster City ("City") has heretofore authorized the construction of a project known as the Wastewater Treatment Plant Project (the "project"); and

WHEREAS, to complete the project, it is necessary for the City Council to authorize the acquisition of private property.

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

Section 1. Authorizes the Mayor to sign a purchase agreement with Dean Allan Gillette and Lorette Gillette for land necessary to complete the Wastewater Treatment Plant sanitary sewer force main in an amount of \$86,337.50.

PASSED AND APPROVED this 20th day of November, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

PURCHASE AGREEMENT

Page 1

PARCEL NO. 1
PROJECT NO. 9-22-001

COUNTY: Hamilton
PROJECT NAME: Webster City Sewer

SELLER: Dean Allan Gillette and Lorette M. Gillette, his wife

THIS AGREEMENT entered into this ____ day of _____, 2023, by and between SELLER and City of Webster City, Iowa, a municipal corporation organized under the laws of the State of Iowa (hereinafter referred to as "CITY" or "BUYER") acting by and through the undersigned, its authorized Agent, hereby offers to buy permanent easement rights to the real estate situated in Hamilton County, Iowa, and legally described on the attached **Easement Exhibits**. If accepted by SELLER, as evidenced by SELLER'S signature below, the parties agree as follows:

1. SELLER AGREES to sell and furnish to BUYER a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy permanent easement rights to the following real estate, hereinafter referred to as the premises as described on pages four and five and which include the following buildings, improvements and other property: land only. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade related to the project and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER may surrender possession of the premises or building or improvement or any part thereof prior to the time at which SELLER has hereinafter agreed to do so, and agrees to give Buyer ten (10) days' notice of SELLER'S intention to do so in writing.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and to surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>86,337.50</u>	on possession and conveyance	<u>Within 30 Days of BUYER Approval</u>

\$ 86,337.50 TOTAL LUMP SUM

BREAKDOWN:	ac. = acres / sq.ft. = square feet	
Land by Fee Title	_____ ac.	_____
Underlying Fee Title	_____ ac.	_____
Permanent Easement	<u>4.34</u> ac.	<u>\$ 43,400.00</u>
Temporary Easement	<u>1.43</u> ac.	<u>\$ 8,580.00</u>
Landscaping/Other		<u>\$34,357.50</u>
Total		<u>\$ 86,337.50</u>
Additional Damages		_____

DISTRIBUTION: ONE COPY RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: _____
-
5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 7 pages.
6. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, Section 427.2, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: None.
-
7. SELLER agrees that amounts payable by SELLER for real estate taxes, special assessments, mortgage payoffs, liens, or judgments shall be deducted at closing from the purchase price. SELLER AGREES to obtain court approval of this contract, if requested by Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
8. BUYER agrees that any drain tile and/or underground irrigation systems which are located within the premises and are damaged by construction shall be repaired at no expense to SELLER. BUYER shall have the right of entry upon SELLER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and/or underground irrigation systems.
9. If SELLER holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of SELLER.
10. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa, Section 428A.1.
11. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.
12. This written agreement constitutes the entire agreement between BUYER and SELLER and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. SELLER states and warrants that there is no well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein, except: _____
-
14. BUYER is also granted a Temporary Easement, described on the "Temporary Easement Drawing", on SELLER'S property for the purpose of allowing the City of Webster City, its agents, contractors and employees a right of entry in, upon and onto the above-described property for but not limited to surveying, grading, storing materials and equipment and providing access during the construction of Webster City Sewer project and appurtenant facilities thereto. The Temporary Construction Easement shall terminate the earlier of: thirty-six (36) months from initiation of construction on Seller's property by the City of Webster City, or upon acceptance of the project by the City of Webster City, Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.


 X ID hmER7QoxviDDtqJ16nQdaMpo
 Dean Allan Gillette


 X ID tpCXyfmTD2bgvUgiSkUAphB
 Lorette M. Gillette

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____ }
 COUNTY OF _____ } ss:

On this _____ day of _____, A.D. 20_____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____,

_____ to me personally known
 or _____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) _____ (Sign in Ink)
 _____ (Print/Type Name)
 Notary Public in and for the State of _____

CAPACITY CLAIMED BY SIGNER:

☒ INDIVIDUAL

☐ CORPORATE

Title(s) of Corporate Officer(s): _____

_____ Corporate Seal is affixed

_____ No Corporate Seal procured

☐ PARTNER(s): ☐ Limited Partnership
☐ General Partnership

☐ ATTORNEY-IN-FACT

☐ EXECUTOR(s) or TRUSTEE(s)

☐ GUARDIAN(s) or CONSERVATOR(s)

☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of person(s) or entity(ies)

Dean Allan Gillette and Lorette M. Gillette

RECOMMENDED BY

 Justin Walton, Project Manager (Date)

BUYER'S APPROVAL

Signed by: _____ (Date)

Signed by: _____ (Date)

BUYER'S ACKNOWLEDGMENT

STATE OF _____ }
 COUNTY OF _____ } ss:

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, known to me to be an agent of the City of Webster City, Iowa and who did say that said instrument was signed on behalf of the City of Webster City, Iowa by its authority duly recorded in its minutes, and said agent acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of the City of Webster City, Iowa and by it voluntarily executed.

 Notary Public in and for the State of Iowa

eSignature Details

Signer ID: hmER7QoxviDDtqJ16nQdaMpo
Signed by: Dean Gillette
Sent to email: daveg@midrivers.com
IP Address: 64.89.208.137
Signed at: Nov 15 2023, 4:30 pm CST

Signer ID: tpCXyfmTD2bgvjJgjSkUAPhB
Signed by: Lorette Gillette
Sent to email: lorigillette52@gmail.com
IP Address: 64.89.208.137
Signed at: Nov 15 2023, 4:30 pm CST

Sec. 46-200. - Parking during snow removal.

No person shall park, abandon or leave unattended any vehicle on any public street, alley, or city-owned off-street parking area except in accordance with this section. During snow removal operations in the business district, no vehicles shall be parked on the public streets or public parking lots in the vicinity of such operations, as the same may be posted with emergency "no parking" signs by order of the city manager.

(Code 1996, § 69.17)

Sec. 46-244. - Prohibited parking.

After the time specified in the declaration of an emergency, it is unlawful and a violation of this division for any person to park or otherwise leave unattended any vehicle upon any street or portion thereof, except the streets and parking lots located in the central business district described as the area between Prospect Street and Superior Street and between Bank Street and the Chicago and Northwestern Railroad Company tracks. Parking may be allowed on any city street after both sides of the street have been completely plowed or the declared emergency has been removed.

(Code 1996, § 70.04)

Sec. 46-248. - Termination of declared emergency.

Whenever the mayor, city manager, police chief, street superintendent or designee shall find that the conditions which gave rise to the emergency no longer exist, he is authorized to declare the termination of the emergency, in whole or in part, effective immediately upon announcement. When the emergency is terminated it shall be lawful to park on those streets in accordance with the regular parking regulations of this division. The city manager shall request the cooperation of the local press and radio station to announce the termination of the emergency.

(Code 1996, § 70.08)



MEMORANDUM

TO: Mayor and City Council

FROM : Daniel Ortiz-Hernandez, City Manager

DATE: November 20, 2023

RE: Discussions with Corn Belt Power Co-Op regarding Webster City Electric Utility Transmission Line Projects

SUMMARY: The City Manager and the Assistant City Manager have been engaged in discussions with Corn Belt Power Co-Op regarding the coordination and financing of the City's transmission projects, construction of the Reisner substation, and coordination with the construction of the new wastewater treatment plant. With the departure of the City Manager and Assistant City Manager, City Council's direction is required on whom will represent the City in discussions and future agreement moving forward in the interim.

PREVIOUS COUNCIL ACTION: City Council has approved various task orders related to engineering services and order components for the Reisner substation

BACKGROUND/DISCUSSION: The City previously accepted the Electric System Study and Capital Improvement plan completed by DGR Engineering. The study identified various system improvements for the City's electric utility necessary to maintain adequate service and improve reliability. Staff had been working on Phase 1 one of the studies. This included the reconstruction of the City's 69kV transmission lines and construction of the Reisner substation.

The City Manager and Assistant City Manager played a large role in facilitating these projects and coordinating with the various entities involved. Additionally, the projects were being coordinated in conjunction with the design and planned construction of the City's new wastewater treatment plant. These projects also required coordination and discussions with the City's power supplier, Corn Belt Power Co-Op. In order to avoid any delays and continue to move forward with these projects, the City Council needs to provide direction on how best to proceed and who should lead future discussions with the various entities involved in these discussions. They include:

- Corn Belt Power Co-Operative
- North Iowa Municipal Electric Cooperative Association (NIMECA)
- City Attorney
- Ahlers & Cooney, P.C. (outside legal counsel for electric utility)
- DGR Engineering (electrical engineers for electric utility)
- Bolton and Menk (wastewater engineers for wastewater treatment plant, including force main path under current Passwaters substation)

Given the pending departure of the City Manager and Assistant City Manager, discussions with Corn Belt regarding the reconstruction of the 69kV transmission line that comes into Webster City from the south have been paused pending further direction from the City Council on how best to proceed and whom they wish to represent the city in the discussions and negotiations.

FINANCIAL IMPLICATIONS: TBD

ELECTRIC SYSTEM STUDY & CAPITAL IMPROVEMENTS PLAN



WEBSTER CITY MUNICIPAL UTILITIES WEBSTER CITY, IOWA

**Prepared by
DGR Engineering**

October 2022



DGR Project No. 428402

**ELECTRIC SYSTEM STUDY &
CAPITAL IMPROVEMENTS PLAN**

FOR

**WEBSTER CITY MUNICIPAL UTILITIES
WEBSTER CITY, IOWA**

October 2022

This engineering document is a reproduction of a certified engineering document,
the official copy of which was certified by

Andrew D. Koob, P.E. on 10-24-2022

The official copy of this engineering document is on file at the office of the Owner.

Pages or sheets covered by this seal: All bound pages

DGR Project No. 428402

DGR Engineering

1302 South Union Street
Rock Rapids, IA
(712) 472-2531
dgr@dgr.com



**Electrical System Study & Capital Improvements Plan.
Webster City, Iowa**

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Table of Contents

Electric System Study & Capital Improvements Plan

Webster City Municipal Utilities, Webster City, Iowa

Executive Summary

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Tab 2	Load Growth and Energy Projections
Tab 3	Existing System Analysis
Tab 4	Design Criteria
Tab 5	Capital Improvements Plan
Tab 6	Recommendations and Conclusions
Tab 7	Appendix A – Drawings
Tab 8	Appendix B – Case Study Summaries



Executive Summary

EXECUTIVE SUMMARY

Webster City Municipal Utilities (WCMU) of Webster City, Iowa owns and operates an electric system that provides electric service to the citizens of Webster City. DGR Engineering (DGR) was commissioned to perform a system evaluation and planning study for WCMU.

The study performed by DGR confined itself to the "internal" City system, defined as the electrical facilities within Webster City and in the immediately adjacent areas. This report outlines an analysis of the WCMU's system and presents recommended capital improvements to eliminate deficiencies. The Capital Improvements Plan (CIP) is intended to assist WCMU staff in proper planning and prioritization of capital improvements. The CIP recommended covers a ten (10)-year period and provides cost estimates for fiscal planning.

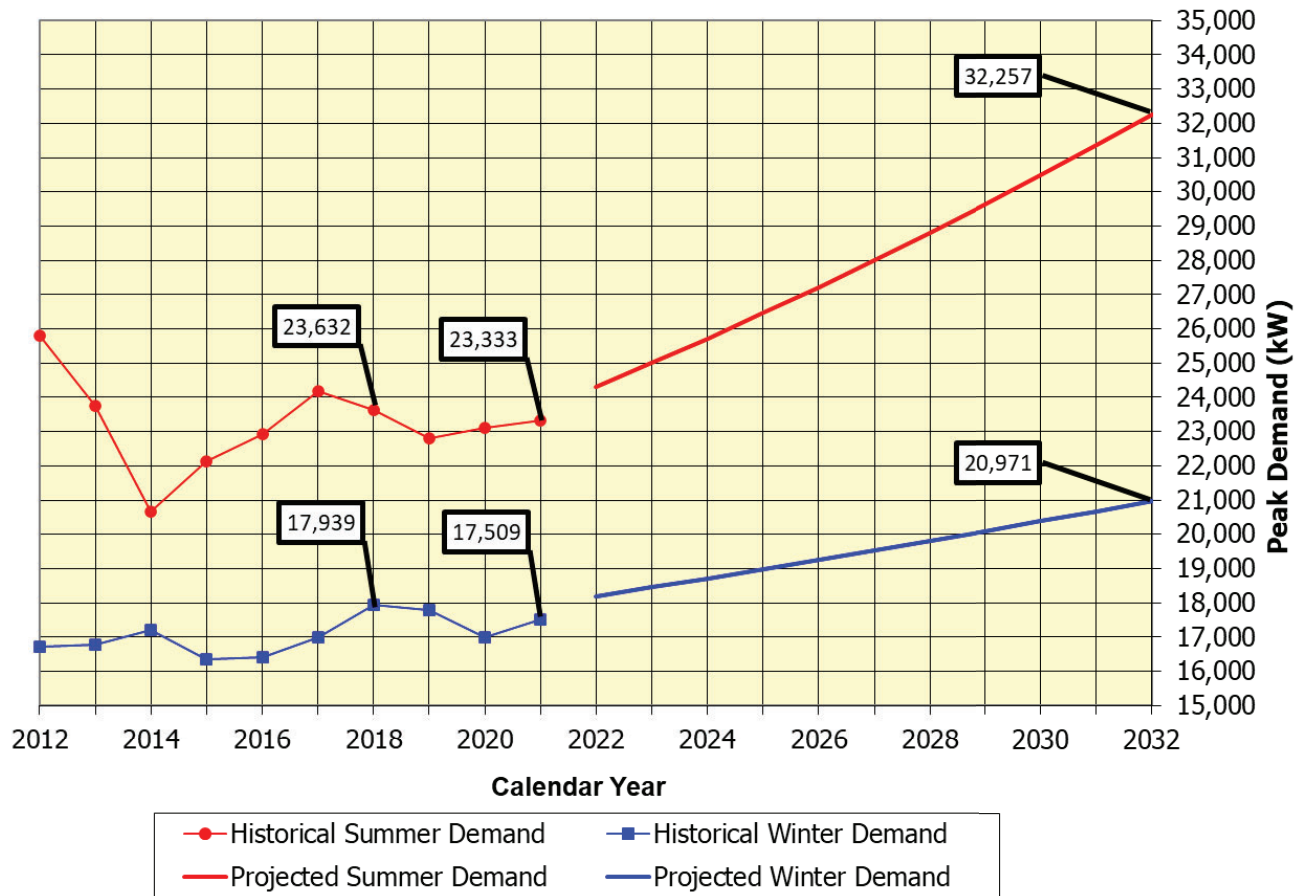
LOAD GROWTH AND EXISTING SYSTEM

Over the past ten (10) years, WCMU's system experienced a cumulative decrease of around -1.11% for the summer peak and an increase of 0.52% for the winter peak demand loading levels. The overall system peak in the summer of 2021 was 23,333 kW. The summer peak has been variable over the past ten (10) years with periods of both growth and decline.

After consultation with WCMU staff, both the summer and winter projections were based off their respective 2018 peaks as it is believed to be the "system normal" as compared to the variable summer peak WCMU has experienced. The projections for 2022 to 2032 are based on a 2.87% annual growth rate for the summer and 1.43% for the winter. Based on the load growth projections; the peak system demand will increase from a level of 23,333 kW in 2021 to a level of near 32,257 kW by 2032.



**FIGURE 1
SYSTEM DEMAND REQUIREMENTS
Webster City Municipal Utilities**



WCMU's internal transmission system is comprised of a 69 kV backbone that provides service to all three (3) of WCMU's substations, including radial service to one (1) of WCMU's substations. WCMU-owned transmission connects to the area transmission system at three (3) points from three (3) different sources.

There are three (3) 69 kV to 13.2 kV substations that serve Webster City; the Bowman Substation; Sweazey Substation; and Passwaters Substation; all of which are owned by WCMU. However, Corn Belt Power Cooperative (Corn Belt) does own one (1) 69 kV breaker in the Sweazey Substation.

Executive Summary

The existing distribution system is mostly overhead and provides electric service throughout Webster City at 13.2 kV, with a small amount of 2.4 kV on the municipal system. Additionally, WCMU's 13.2 kV circuits feed rural lines via step-down transformers, including the Woolstock, Stonega, and Pleasant Hill circuits (all at 12.47 kV), and the Cass circuit at 4.16 kV. The 13.2 kV system consists of thirteen (13) circuits; five (5) fed from the Sweazey Substation; four (4) fed from the Passwaters Substation; and four (4) fed from the Bowman Substation.

DESIGN CRITERIA

The following is a list of criteria used in evaluation of the performance of the electric system and the design of future improvements.

- Criterion #1** Provide "N-1" (single contingency) level of reliability for all transmission, substation, and distribution facilities.
- Criterion #2** Provide ANSI "Class A" voltage service to all customers, under normal or emergency conditions.
- Criterion #3** Do not exceed thermal limitations of facilities on the electric system, under normal or emergency conditions.
- Criterion #4** Design a system that is flexible in terms of operational characteristics.
- Criterion #5** Develop a system that is expandable, so that load growth can be accommodated in an orderly manner.

EXISTING SYSTEM DEFICIENCIES

Due to projected load increase on the system and aging infrastructure, the following deficiencies have been identified:

- ◆ Under existing loads, the system cannot handle the loss of the 67-13.2 kV Power Transformer or the 13.2 kV Main Bus at the Sweazey Substation. Voltage deficiencies occur on Passwaters Substation Feeder 2 after backfeeding, and the situation will worsen and affect additional circuits under anticipated future load growth.

Executive Summary

- ◆ Under projected loads, low voltage exists on certain areas of the 13.2 kV primary electric system, even with the distribution system intact. The system cannot handle anticipated future load growth under normal system operation without poor voltage conditions.
- ◆ The system cannot handle the loss of the 67-13.2 kV Power Transformer or the 13.2 kV Switchgear Bus at the Passwaters Substation under future loads. Voltage deficiencies occur on multiple circuits after backfeeding, and the Sweazey Substation does not have the transformer capacity to serve the added load. Additionally, Sweazey Substation Feeder 2 becomes overloaded.
- ◆ Under projected loads, the loss of the 13.2 kV Switchgear Bus at the Bowman Substation results in voltage deficiencies on Sweazey Substation Feeder 4.
- ◆ The following equipment at the Sweazey Substation is nearing or at the end of its useful life and should be replaced: 67-13.2 kV Power Transformer, 13.2 kV Outdoor Breaker for Feeder 1, and the 13.2 kV pothead terminations for Feeders 2 and 4.
- ◆ The following equipment at the Passwaters Substation is nearing or at the end of its useful life and should be replaced: 69 kV Switch, 69 kV Lightning Arresters, 69 kV Circuit Switcher, 67-13.2 kV Power Transformer, 13.2 kV Indoor Switchgear, the masonry block fence.
- ◆ The following equipment at the Bowman Substation is nearing or at the end of its useful life and should be replaced: 69 kV Switch, 69 kV Lightning Arresters, 69 kV Circuit Switcher, 67-13.2 kV Power Transformer, and the battery bank.
- ◆ A coordination study should be completed to determine correct fuse sizes for coordination of equipment throughout the system. After the new fuse sizes are implemented, the system will perform better at isolating faults to smaller areas and provide better protection to equipment.
- ◆ The existing arc-flash study should be updated to align with recent code and industry changes, and the proposed facilities should be added.

Executive Summary

- ◆ WCMU's contract with Corn Belt and the North Iowa Municipal Electric Cooperative Association (NIMECA) requires a continuous power factor of 98%. That requirement has not been met and a power factor study should be completed to determine where capacitance is needed to improve the overall system power factor to meet the contract requirements.
- ◆ The existing SCADA system at the Sweazey Substation is beginning to show its age and should be scheduled for replacement.
- ◆ Additional switching points are needed to increase reliability of the system during N-1 emergency conditions.
- ◆ Having different distribution system voltages (2.4 kV and 13.2 kV) in town results in reduced reliability since the circuits cannot backfeed one another during an outage condition. The different voltages require different pieces of equipment and therefore additional inventory.
- ◆ Bowman and Passwaters Substations are currently operated as tap substations between relayed 69 kV breakers at the Sweazey Substation and other remote ends (Corn Belt, MidAmerican), which cause unnecessary substation outages for WCMU customers when the transmission line experiences an outage. 69 kV relayed breakers should be added at the Bowman and Passwaters Substations so that WCMU's 69 kV transmission system operates as a true "closed loop" system for enhanced reliability.

Executive Summary

CAPITAL IMPROVEMENTS PLAN SUMMARY

The following table summarizes the recommended improvements and associated costs necessary to begin resolving the system deficiencies:

<u>CIP Component</u>	<u>Estimated Cost</u>
Phase 1 (2022-2025)	
New Industrial Park Substation	\$ 5,008,300
New 69 kV Transmission Lines	586,200
New Industrial Park Substation Feeders	771,500
Bowman Substation Battery Bank Replacement	39,400
Decommission, Demo the Passwaters Substation	100,000
2.4 kV to 13.2 kV Conversion – Sweazey Substation Feeder 3	369,900
Add Switches, Capacitors, and Voltage Regulators to 13.2 kV	170,700
1-Phase Overhead Tie Line – Sweazey Substation Feeder 4	132,500
Coordination Study	19,700
Arc Flash Study Update	38,000
Total – Phase 1:	\$ 7,236,200
Phase 2 (2025-2028)	
Bowman Substation Improvements	\$ 3,892,900
New 69 kV Transmission Lines	1,383,900
Power Factor Study	16,500
Total – Phase 2:	\$ 5,292,400
Phase 3 (2028-2032)	
Sweazey Substation Improvements	\$ 1,903,500
SCADA System	689,700
Total – Phase 3:	\$ 2,593,200
Total – 10 Year – CIP:	\$ 15,121,800

Introduction and Scope

1. INTRODUCTION AND SCOPE:

Webster City Municipal Utilities (WCMU) of Webster City, Iowa owns and operates an electric system that provides electric service to the citizens of Webster City. DGR Engineering (DGR) was commissioned to perform a system evaluation and planning study for WCMU.

The study performed by DGR confined itself to the "internal" City system, defined as the electrical facilities within Webster City and in the immediately adjacent areas. This involved analysis of all segments of WCMU's electric system, from the high-voltage 69 kV transmission system that brings power to the community, through the 13.2 kV facilities that distribute the energy to consumers. The "Jet" turbine located at the Sweazey Substation was not evaluated except in the context of its ability to provide backup service in the event of an outage of other system components.

This report outlines an analysis of the WCMU's system and presents recommended capital improvements to eliminate deficiencies. The Capital Improvements Plan (CIP) is intended to assist WCMU staff in proper planning and prioritization of capital improvements. The recommended CIP covers a ten (10)-year period and provides cost estimates for fiscal planning.

All the staff members at DGR who participated in this study wish to acknowledge the contributions and insight of WCMU staff during the study. All WCMU staff were more than willing to find necessary data, provide input, and be helpful throughout the study process.

Load Growth and Energy Projections

2. LOAD GROWTH PROJECTIONS:

2.1. General: The projected system load and the desired level of service dictate the level of capital expenditures required in order to provide adequate service to all customers. This section discusses the historical and projected system loading requirements.

2.2. System Demand Requirements: Table 1 lists the historical and projected peak power demands for the WCMU electric system. For the past ten (10) years, WCMU's system demand has peaked during the summer months. This historical load data was obtained from WCMU's power provider, Corn Belt Power Cooperative (Corn Belt).

Over the past ten (10) years, WCMU's system experienced a cumulative decrease of around -1.11% for the summer peak and an increase of 0.52% for the winter peak demand loading levels. The overall system peak in the summer of 2021 was 23,333 kW. The summer peak has been variable over the past ten (10) years with periods of both growth and decline.

After consultation with WCMU staff, both the summer and winter projections were based off their respective 2018 peaks as it is believed to be the "system normal" as compared to the variable summer peak WCMU has experienced. The projections for 2022 to 2032 are based on a 2.87% annual growth rate for the summer and 1.43% for the winter. Both the summer and winter growth rates were chosen based on potential new loads and areas of development which are identified in Figure 5 in Appendix A. Based on the load growth projections; the peak system demand will increase from a level of 23,333 kW in 2021 to a level of near 32,257 kW by 2032. WCMU staff should be aware that if the load were to grow at a rate substantially higher than this projection, certain improvements over and above those included in this study may be required.

Load Growth and Energy Projections

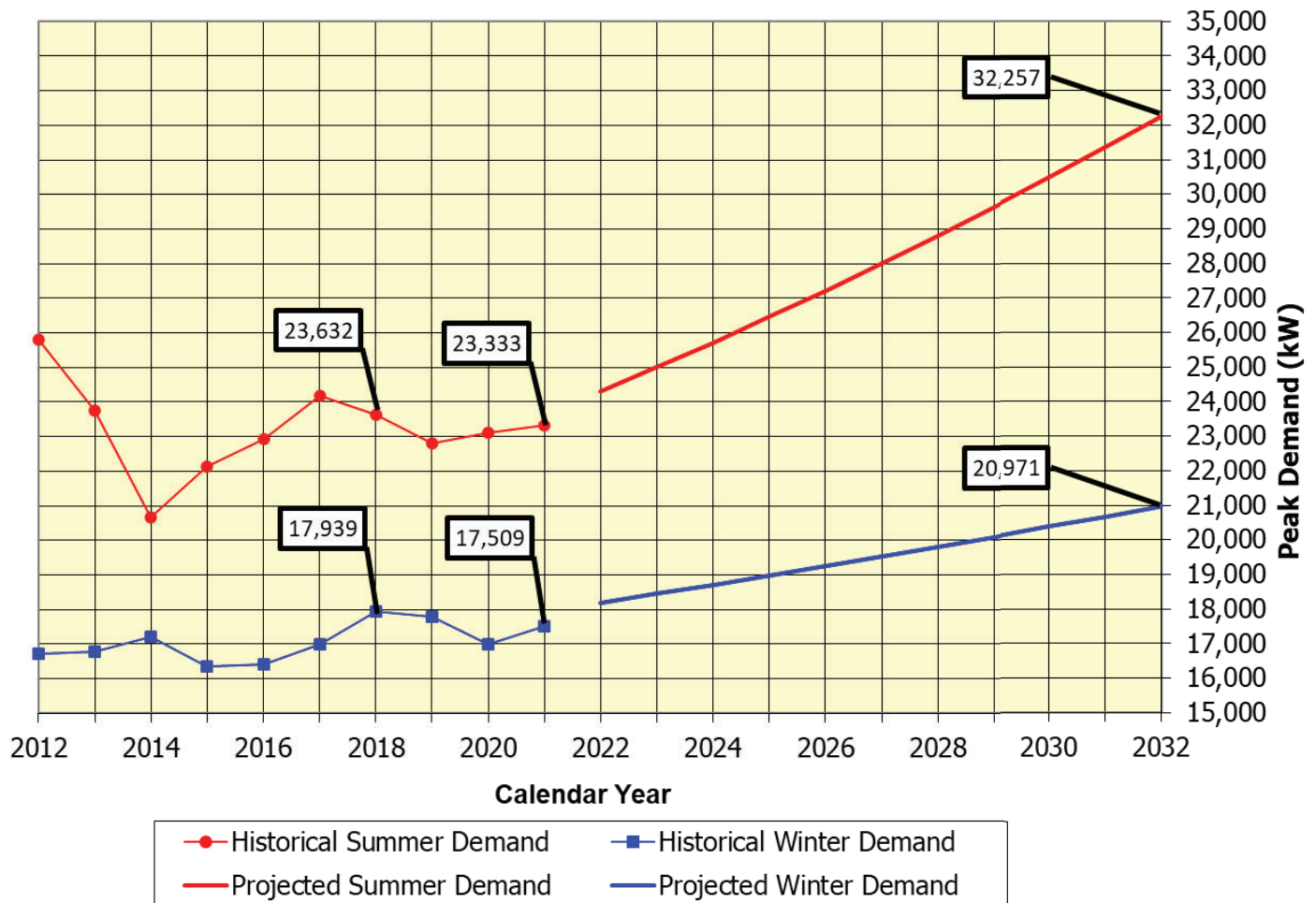
TABLE 1
HISTORIC LOAD DATA AND PROJECTIONS
WEBSTER CITY MUNICIPAL UTILITIES
WEBSTER CITY, IOWA

	Year	Summer Peak Demand (kW)	Winter Peak Demand (kW)
HISTORICAL:	2012	25,795	16,714
	2013	23,760	16,770
	2014	20,660	17,200
	2015	22,130	16,370
	2016	22,920	16,406
	2017	24,173	16,984
	2018	23,632	17,939
	2019	22,810	17,784
	2020	23,121	16,986
	2021	23,333	17,509
	Year	Summer Peak Demand (kW)	Winter Peak Demand (kW)
PROJECTIONS:	2022	24,310	18,196
	2023	25,007	18,456
	2024	25,725	18,720
	2025	26,463	18,987
	2026	27,222	19,259
	2027	28,003	19,534
	2028	28,807	19,814
	2029	29,633	20,097
	2030	30,483	20,384
	2031	31,358	20,676
	2032	32,257	20,971

Load Growth and Energy Projections

Figure 1 shown below illustrates graphically the load projections shown in Table 1.

FIGURE 1
SYSTEM DEMAND REQUIREMENTS
Webster City Municipal Utilities



Load Growth and Energy Projections

- 2.3. System Energy Requirements and Losses:** Table 2 lists the historical energy requirements, sales, and losses and the projected energy purchases for the WCMU electric system. Figure 2 is a graph of the historical and projected energy requirements for the system. Projected energy purchases are based on a 52.64% load factor, which is defined as the ratio of the average energy (kWh) to peak demand (kW) calculated over a 1-hour period. Due to their mathematical relationship, the projected energy purchases will grow at the same 2.87% annual summer demand growth rate. Historical energy data was furnished by North Iowa Municipal Electric Cooperative Association (NIMECA) and WCMU.

Utilizing total system energy requirements and sales data, the difference, or system energy losses, can be calculated. These are shown graphically in Figure 3 as a percentage of requirements. The historical losses show an average of 4.32% during the time frame of 2012 through 2021. We consider this average loss level to be good for a municipal system with the makeup of WCMU's system.

Load Growth and Energy Projections

TABLE 2
HISTORIC ENERGY DATA AND PROJECTIONS
WEBSTER CITY MUNICIPAL UTILITIES
WEBSTER CITY, IOWA

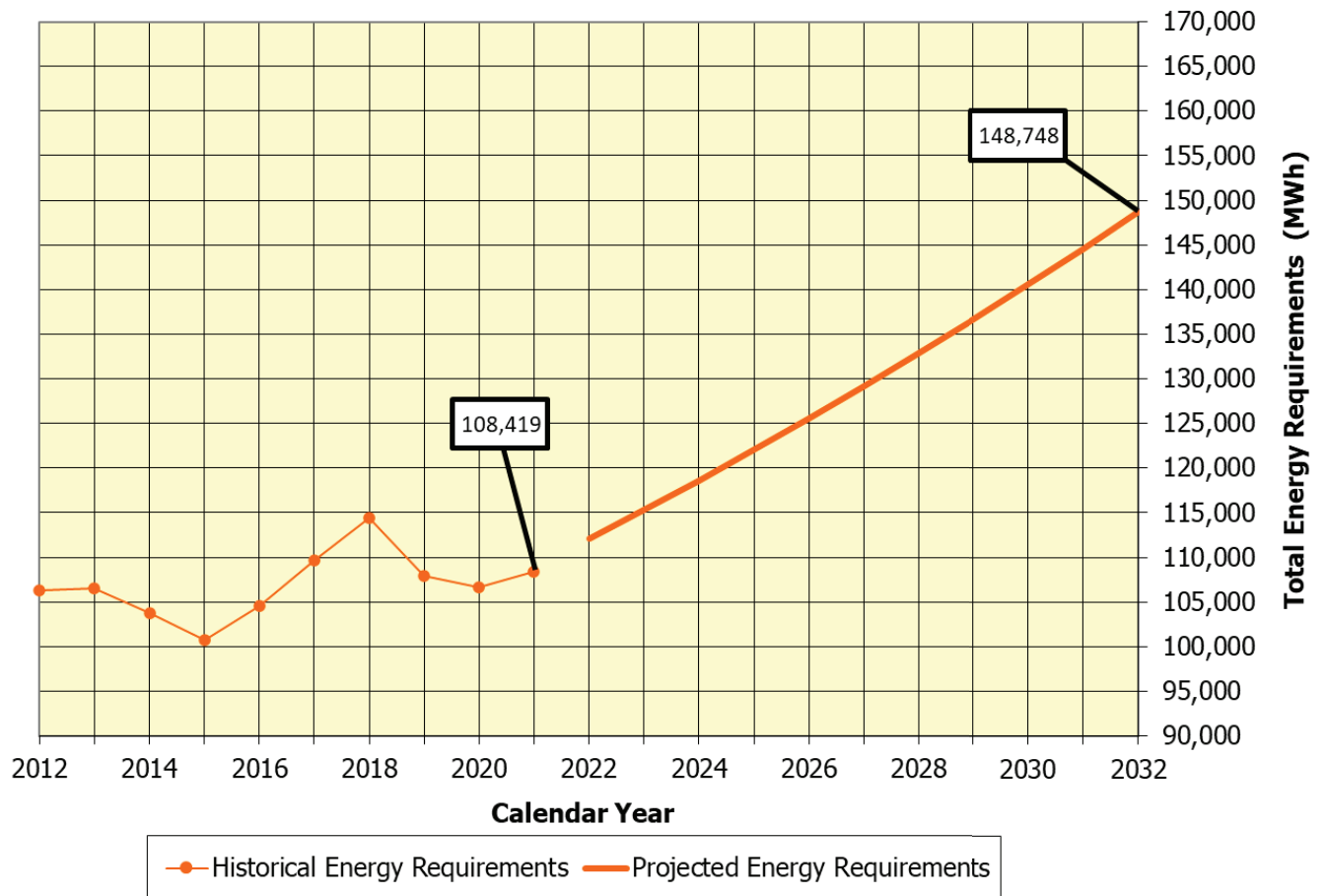
	Year	Energy Requirements (kWh)	Energy Sold (kWh)	Losses (%)	Annual Load Factor (%)
HISTORICAL:	2012	106,330,760	101,797,866	4.26%	47.06%
	2013	106,489,360	101,467,904	4.72%	51.16%
	2014	103,801,940	99,286,419	4.35%	57.35%
	2015	100,784,130	96,524,023	4.23%	51.99%
	2016	104,561,709	99,432,625	4.91%	52.08%
	2017	109,641,594	104,455,144	4.73%	51.78%
	2018	114,462,129	110,497,808	3.46%	55.29%
	2019	107,964,678	103,153,318	4.46%	54.03%
	2020	106,652,474	102,321,043	4.06%	52.66%
	2021	108,418,637	104,071,282	4.01%	53.04%

	Year	Energy Requirements (kWh)
PROJECTIONS:	2022	112,099,837
	2023	115,315,982
	2024	118,624,397
	2025	122,027,731
	2026	125,528,707
	2027	129,130,125
	2028	132,834,869
	2029	136,645,901
	2030	140,566,272
	2031	144,599,118
	2032	148,747,667

Load Growth and Energy Projections

Figure 2 shown below illustrates graphically the energy projections shown in Table 2.

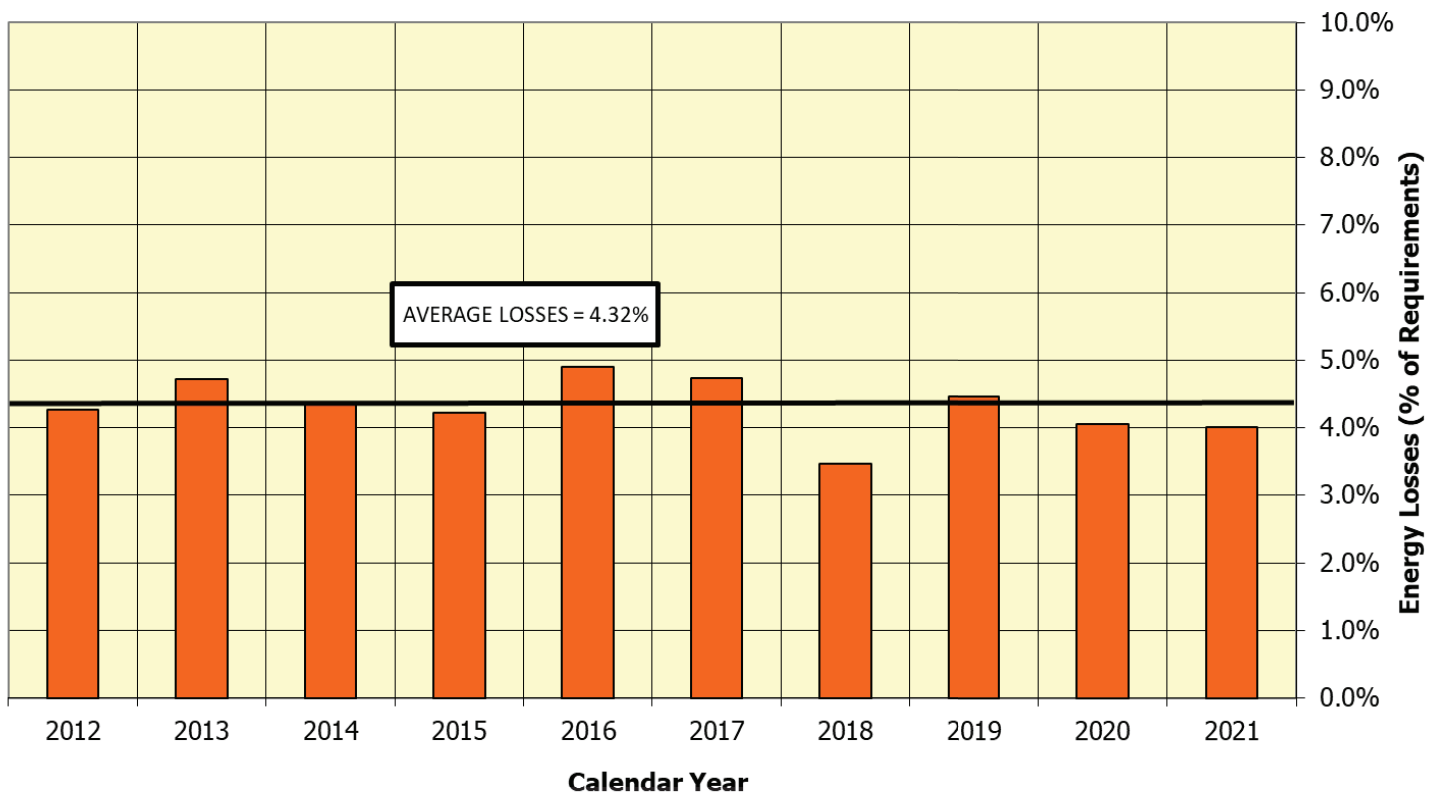
FIGURE 2
SYSTEM ENERGY REQUIREMENTS
Webster City Municipal Utilities



Load Growth and Energy Projections

Figure 3 shown below illustrates graphically the losses shown in Table 2.

FIGURE 3
SYSTEM ENERGY LOSSES
Webster City Municipal Utilities



2.4. Electric Vehicles: There is currently a significant amount of discussion in the industry regarding transportation electrification and the potential impact to electric utilities. At the time of this report there are relatively few electric vehicles on the road in our region due to several factors, some of which include cost, range limitations, and capability inadequacies in cold weather.

However, vehicle manufacturers are beginning to publicize goals that include increasing the production of electric battery-powered vehicles and eventually replacing production of new combustion engine vehicles altogether, potentially within

Load Growth and Energy Projections

the next 20 years. Additionally, incentives or mandates could be implemented by governments to increase the number of electric vehicles on the road. If electric vehicles become significantly more predominant in our communities, the additional electrical demand and energy usage of battery charging stations installed across electric systems will greatly impact the capacity requirements of utilities. For example, a typical home wall charger requires about 7.5 kW for 30 miles of charge per hour. A single wall charger could very easily double the peak demand of a residential consumer if plugged-in during peak loading conditions. This simple scenario extrapolated across a distribution system would have obvious ramifications, which could require upgrading many segments of the electric system to handle the additional electrical loads.

Because the timeframe is unknown and difficult to forecast, the load growth projections in this study do not consider the impact of significant new electric vehicle charger demand. If WCMU becomes aware of significant interest in charging station installations on the electric system, the electrical characteristics of the charging stations should be reviewed carefully and assessed for their impact to utility infrastructure.

Existing System Analysis

3. EXISTING SYSTEM ANALYSIS:

3.1. General: The analysis of the existing system consisted of site visits, review of historical records, and analysis in our office. Meetings were held with operating personnel to receive their input covering the electrical system. The study work included a review of the transmission, substation, and distribution components of the electric system. Each of these areas will be discussed in this section. Figures 6 and 7 in Appendix A illustrate WCMU's existing electric system.

3.2. Power Supply Arrangement: Along with several other municipal utilities located in north Iowa, WCMU is a member of the North Iowa Municipal Electric Cooperative Association (NIMECA), who is in turn a member of Corn Belt Power Cooperative (Corn Belt). However, WCMU's relationship with NIMECA is different from other members in that WCMU's power supply costs are dissimilar to other NIMECA members, and more closely resemble that of other Corn Belt members. WCMU continues to be a member of NIMECA, and its power supply transactions run through that organization, but for all intents and purposes WCMU is simply a customer of Corn Belt paying through NIMECA for power supply in a relatively straightforward manner.

3.3. Transmission: As illustrated in Figure 6, WCMU's internal transmission system is comprised of a 69 kV backbone that provides service to all three (3) of WCMU's substations, including radial service to one (1) of WCMU's substations. WCMU-owned transmission connects to the area transmission system at three (3) points from three (3) different sources.

The first point of connection is at the Sweazey Substation on the north side of town which is tied to MidAmerican Energy's Wright Substation. WCMU owns 8.73 miles of this line segment. The second point of connection is at the Bowman Substation on the northwest side of town which is tied to Corn Belt's Snell Substation. WCMU owns approximately 2.83 miles of line from the Sweazey Substation to the Bowman Substation tap, and approximately 1.18 miles of line from the tap to the Bowman Substation. The third point of connection is at the Passwaters Substation on the southeast side of town which is tied Corn Belt's Williams Substation. WCMU owns 4.54 miles of this line segment. Additionally, WCMU owns 1.81 miles of line between

Existing System Analysis

the Sweazey and Passwaters Substations. While the Sweazey and Passwaters Substations are fed from manually operated switches that are tapped from the 69 kV backbone, the Bowman Substation is fed radially from an approximate 1.18 mile long tap off of the 69 kV backbone. The physical condition of the WCMU-owned 69 kV transmission system is average in general.

The 69 kV internal transmission system is operated in closed-loop fashion, which normally provides for a highly reliable system. However, the Bowman and Passwaters Substations are served from the main 69 kV backbone via manually operated switches, which requires manual intervention to restore power to each substation after an outage occurs on one of the 69 kV lines. This arrangement does not allow for auto-sectionalizing of any section of the 69 kV backbone in the event of a fault, without interrupting power to the rest of the mainline. Installing relayed 69 kV breakers with auto-sectionalizing capabilities at the Passwaters Substation (with the exception of future plans for this substation discussed later in this report) and the Bowman Substation would greatly increase overall system reliability and avoid unnecessary outages due to faults on the 69 kV system.

- 3.4. Substations:** There are three (3) 69 kV to 13.2 kV substations that serve Webster City; the Bowman Substation; Sweazey Substation; and Passwaters Substation; all of which are owned by WCMU. However, Corn Belt does own one (1) 69 kV breaker in the Sweazey Substation. The existing system one-line diagram, shown in Figure 6 of Appendix A, illustrates the electrical configuration of the substations.

The Bowman Substation is a distribution substation located in the northwest part of the city and is served from an approximate 1.18-mile-long radial tap from a manually operated switch at the 69 kV backbone. The 69 kV facilities in the substation consist of a dead-end structure that supports a switch, lighting arresters, and instrument transformers for metering. A circuit switcher protects the power transformer. The 69 kV switch, lightning arresters, and circuit switcher were installed 1989 and are approximately 33 years old. These items are nearing the end of their useful life and should be scheduled for replacement.

The load serving portion of the substation is comprised of one (1) power transformer which provides 13.2 kV distribution service and serves 32% of the electric system

Existing System Analysis

load. The power transformer has a top-end capacity of 20,000 kVA at 65°C FA cooling and is equipped with a load tap changer (LTC) on the low side for voltage regulation. According to WCMU staff, this transformer does not cool properly under high load in hot temperatures, which brings into question how much load this transformer can handle compared to its published nameplate rating. This transformer was manufactured and installed in 1989; is 33 years old; nearing the end of its useful life; and should be scheduled for replacement. This site appears to be setup for future installation of a 2nd power transformer.

The 13.2 kV side of the transformer is connected to a lineup of indoor metal clad switchgear that is installed in a control building. This switchgear lineup is comprised of a single 13.2 kV bus consisting of a main breaker, five (5) feeder breakers, and one (1) bus-tie breaker for connection to a future bus. The relaying in this switchgear consists of newer microprocessor-based relays. This switchgear was constructed in 1989 and should have many more years of useful life.

The batteries in the control building are flooded type and need replaced. With regular maintenance, the new flooded type batteries should last 20 years.

The Sweazey Substation is located in the north part of the city and serves as both a distribution substation and a switching station for the area 69 kV system. The 69 kV facilities in the substation consist of structures that support the connection to multiple 69 kV transmission circuits. The site includes three (3) relayed 69 kV circuit breakers for protection of the transmission circuits utilizing a main and transfer bus arrangement. One (1) 69 kV breaker is used for protection of the power transformer. The 69 kV breakers were manufactured in the early 2000's and should have many more years of useful life.

The load serving portion of the substation is comprised of one (1) power transformer which provides 13.2 kV distribution service and serves 39% of the electric system load. The power transformer has a top-end capacity of 20,000 kVA at 55°C FA cooling and is equipped with a load tap changer (LTC) on the low side for voltage regulation. This transformer was rewound in 2000; is 22 years old; nearing the end of its useful life; and should be scheduled for replacement near the end of this study period.

Existing System Analysis

The 13.2 kV side of the transformer is connected to outdoor bus with a main and transfer arrangement. The bus is connected to outdoor vacuum-type breakers consisting of a main breaker and six (6) feeder breakers. Additionally, 3600 kVAR of capacitors and the 20 MW "Jet" gas turbine is connected to this bus. Generally, outdoor breakers and buswork can decrease reliability since it is exposed and susceptible to outages caused by weather, varmints, and debris. However, staff has indicated that this has not been an issue in the past and supports keeping the outdoor arrangement. Most of the 13.2 kV breakers were manufactured in 2008 and should have many more years of useful life. However, the breakers for Feeder 1 (200H) and Feeder 6 (200G) were manufactured in 1989; 33 years old, and in need of replacement. Since the breaker for Feeder 6 is currently not in use with no plans to use it in the future it does not need to be replaced. Additionally, the pothead terminations for Feeders 2 and 4 are part of the original substation construction and should be replaced.

The relaying for both the 69 kV and 13.2 kV outdoor breakers is included in a lineup of control panels in a room inside the electrical offices. These control panels utilize newer microprocessor-based relays and should have many more years of useful life remaining.

A Supervisory Control and Data Acquisition System (SCADA) is installed on a computer with a monitor in the control panel room. This SCADA system is used to monitor the status of each substation. Computers age and grow out-of-date quickly. Both the computer system and the SCADA software are beginning to show their age and should be scheduled for eventual replacement.

The Passwaters Substation is a distribution substation located in the southeast part of the city and is served from a short drop into the substation from the adjacent 69 kV backbone. The 69 kV facilities in the substation consist of a dead-end structure that supports a switch, lighting arresters, and instrument transformers for metering. A circuit switcher protects the power transformer. The 69 kV switch, lightning arresters, and circuit switcher were installed 1978 and are approximately 44 years old. These items are at the end of their useful life and should be scheduled for replacement.

Existing System Analysis

The load serving portion of the substation is comprised of one (1) power transformer which provides 13.2 kV distribution service and serves 29% of the electric system load. The power transformer has a top-end capacity of 22,400 kVA at 65°C FA cooling and is equipped with a load tap changer (LTC) on the low side for voltage regulation. According to the latest test results, this unit continues to experience increased levels of Ethane, which is an indicator of an ongoing thermal fault inside the transformer. This transformer was manufactured and installed in 1978; is 44 years old; at the end of its useful life; and should be scheduled for replacement.

The 13.2 kV side of the transformer is connected to a lineup of indoor metal clad switchgear that is installed in a control building. This switchgear lineup is comprised of a single 13.2 kV bus consisting of a main breaker and four (4) feeder breakers. The relaying in this switchgear consists of newer microprocessor-based relays. Except for the Feeder 4 breaker (1989), this switchgear was constructed in 1978; is 44 years old; at the end of its useful life; and should be scheduled for replacement.

The existing substation fence at this site is made of cinder block and needs to be replaced.

In lieu of replacing the 69 kV equipment, power transformer, 15 kV switchgear, and fence at the Passwaters Substation; we recommend constructing a new substation in the Industrial Park area and decommissioning the Passwaters Substation. This recommendation will be discussed in detail later in the report.

Regularly scheduled maintenance on items such as the 69 kV circuit breakers, circuit switchers, power transformers, LTCs, switchgear circuit breakers, battery banks, and relays is essential to extend the life of the equipment at all substations.

- 3.5. Distribution:** The existing distribution system provides electric service throughout Webster City mainly at 13.2 kV, with a small amount of 2.4 kV on the municipal system. Additionally, WCMU's 13.2 kV circuits feed rural lines via step-down transformers, including the Woolstock, Stonega, and Pleasant Hill circuits (all at 12.47 kV), and the Cass circuit at 4.16 kV.

Existing System Analysis

The 13.2 kV system consists of thirteen (13) circuits; five (5) fed from the Sweazey Substation; four (4) fed from the Passwaters Substation; and four (4) fed from the Bowman Substation.

The distribution system has both overhead and underground sections. Most of the distribution system is constructed in overhead fashion, with the underground construction located particularly in newer areas and areas that were recently converted to underground. Figure 7 in Appendix A is a circuit diagram of the existing distribution system, and depicts the areas served by each distribution circuit.

The physical condition of the existing 13.2 kV distribution system is average to good in general. No obvious problems with construction methods were observed. The overhead feeders are generally made up of 336 ACSR mainline overhead circuits, with the underground system made up of 500 MCM aluminum mainline underground circuits.

We believe that in an effort to increase reliability, underground circuitry should be considered for new construction as much as practical. While we did not include overhead to underground conversion projects in this CIP due to budgetary constraints, we fully support staff in their ongoing efforts to continue undergrounding of the system.

In general, WCMU has made an effort to loop mainline circuits. Loops provide multiple sources of feed for easy switching and backup during fault conditions and should be constructed and maintained whenever practical. There are some areas for improvement on the distribution system regarding loop and tie points to increase reliability of the system.

The distribution system contains many sectionalizing devices. A coordination study should be performed to determine correct relay settings and fuse sizes for coordination of equipment throughout the system. After the updated relay settings

Existing System Analysis

and new fuse sizes are implemented, the system will do a better job of isolating faults to smaller areas and provide better protection to equipment.

- 3.6. Generation:** WCMU leases the 20,000 kW “jet” turbine generator located at the Sweazey Substation to Corn Belt. While the current generator capacity of 20,000 kW is well short of the total projected system peak of 32,257 kW in 2032, the local generation provides an excellent resource of backup power when needed.
- 3.7. Voltage and Capacity Analysis:** A load flow analysis of the distribution system was performed using the Milsoft WindMil® computer modeling program. This program is a commercial product that can perform load flow, short-circuit, and other analysis of a modeled electrical system. In particular, we wanted to analyze the voltage level and capacity constraints of the system under existing and projected peak loading conditions. This model was constructed based on the WCMU’s AutoCAD maps of the electric system. Load data by substation circuits was collected from the existing SCADA system, and large power consumer data was furnished by WCMU staff. We feel the model provides an accurate tool for analyzing various every-day scenarios such as the loss of specific pieces of equipment, different switching scenarios, effects of load growth on the system, and available fault currents to a particular site. As such, we recommend that WCMU make use of this tool as the need arises, and that any significant future mapping updates be updated in the computer model as well.

Under existing loading conditions, our computer analysis indicates that WCMU experiences low voltage conditions on areas of the distribution system under emergency scenarios such as the loss of a substation transformer or substation bus during heavily loaded periods. In particular, the voltage condition on areas of the primary system exceeds American National Standard Institute (ANSI) limits for Class A voltage service. The situation will further deteriorate as load grows, since voltage drop is directly proportional to load current

Under projected loading conditions, low voltage exists on certain areas of the 13.2 kV primary system, even under normal operating conditions. Additionally, both poor voltage conditions and equipment thermal capacity violations occur under emergency scenarios. The case study summaries in Appendix B include maps of the distribution system that show the voltage conditions on the system for each scenario.

Existing System Analysis

Under normal peak operating conditions, the system transformation capacity and relative loading is shown in Table 3:

TABLE 3
SUBSTATION CAPACITIES

Substation	Maximum Transformer Capacity	2018 Summer Loadings	Projected 2032 Summer Loadings
Sweazey	20,000 kVA	9,782 kVA	12,241 kVA
Passwaters	22,400 kVA	7,415 kVA	13,089 kVA
Bowman	<u>20,000 kVA</u>	<u>8,037 kVA</u>	<u>8,571 kVA</u>
Total	62,400 kVA	25,234 kVA	33,901 kVA

It is apparent that at both current and projected load levels, the source substations have adequate capacity under normal operating conditions and during the loss of the 22,400 kVA transformer (largest). This can be seen in Table 4.

TABLE 4
AGGREGATE CAPACITY – LOSS OF LARGEST TRANSFORMER

	Aggregate Capacity (N-1)	Projected 2032 Summer Loadings
All Substations	40,000 kVA	33,901 kVA

3.8. System Deficiencies: The following are deficiencies found in analysis of the existing system under existing and projected loading:

3.8.1. Under existing loads, the system cannot handle the loss of the 67-13.2 kV Power Transformer or the 13.2 kV Main Bus at the Sweazey Substation. Voltage deficiencies occur on Passwaters Substation Feeder 2 after backfeeding, and the situation will worsen and affect additional circuits under anticipated future load growth.

3.8.2. Under projected loads, low voltage exists on certain areas of the 13.2 kV primary electric system, even with the distribution system

Existing System Analysis

intact. The system cannot handle anticipated future load growth under normal system operation without poor voltage conditions.

- 3.8.3.** The system cannot handle the loss of the 67-13.2 kV Power Transformer or the 13.2 kV Switchgear Bus at the Passwaters Substation under future loads. Voltage deficiencies occur on multiple circuits after backfeeding, and the Sweazey Substation does not have the transformer capacity to serve the added load. Additionally, Sweazey Substation Feeder 2 becomes overloaded.
- 3.8.4.** Under projected loads, the loss of the 13.2 kV Switchgear Bus at the Bowman Substation results in voltage deficiencies on Sweazey Substation Feeder 4.
- 3.8.5.** The following equipment at the Sweazey Substation is nearing or at the end of its useful life and should be replaced: 67-13.2 kV Power Transformer, 13.2 kV Outdoor Breaker for Feeder 1, and the 13.2 kV pothead terminations for Feeders 2 and 4.
- 3.8.6.** The following equipment at the Passwaters Substation is at the end of its useful life and should be replaced: 69 kV Switch, 69 kV Lightning Arresters, 69 kV Circuit Switcher, 67-13.2 kV Power Transformer, 13.2 kV Indoor Switchgear, the masonry block fence.
- 3.8.7.** The following equipment at the Bowman Substation is nearing or at the end of its useful life and should be replaced: 69 kV Switch, 69 kV Lightning Arresters, 69 kV Circuit Switcher, 67-13.2 kV Power Transformer, and the battery bank.
- 3.8.8.** A coordination study should be completed to determine correct fuse sizes for coordination of equipment throughout the system. After the new fuse sizes are implemented, the system will perform better at isolating faults to smaller areas and provide better protection to equipment.

Existing System Analysis

- 3.8.9.** The existing arc-flash study should be updated to align with recent code and industry changes, and the proposed facilities should be added.
- 3.8.10.** WCMU's contract with Corn Belt and NIMECA requires a continuous power factor of 98%. That requirement has not been met and a power factor study should be completed to determine where capacitance is needed to improve the overall system power factor to meet the contract requirements.
- 3.8.11.** The existing SCADA system at the Sweazey Substation is beginning to show its age and should be scheduled for replacement.
- 3.8.12.** Additional switching points are needed to increase reliability of the system during N-1 emergency conditions.
- 3.8.13.** Having different distribution system voltages (2.4 kV and 13.2 kV) in town results in reduced reliability since the circuits cannot backfeed one another during an outage condition. The different voltages require different pieces of equipment and therefore additional inventory.
- 3.8.14.** Bowman and Passwaters Substations are currently operated as tap substations between relayed 69 kV breakers at the Sweazey Substation and other remote ends (Corn Belt, MidAmerican), which cause unnecessary substation outages for WCMU customers when the transmission line experiences an outage. 69 kV relayed breakers should be added at the Bowman and Passwaters Substations so that WCMU's 69 kV transmission system operates as a true "closed loop" system for enhanced reliability.

The case study summaries, in Appendix B, depict the results of the detailed analysis of the system intact and the emergency/contingency scenarios for the existing system with 2018 loads and the existing system with projected 2032 loads.

Design Criteria

4. DESIGN CRITERIA:

- 4.1. General:** The criterion for proper design of electric utility systems is developed in the following paragraphs. All criteria are important, and all efforts were made to satisfy them in the design of the system plan.
- 4.2. System Reliability:** In general, WCMU should adopt a policy to maintain "N-1" or "single contingency" design, on all transmission, substation, and distribution facilities. "Single contingency" design is defined as the ability to operate the system at peak load with the loss of any single major system component. The electric customers have undoubtedly come to expect that electric service be available at all times, except for minor weather-related outages. We feel that it is important that the electric system be able to survive the loss of any one piece of equipment or line section, and still be able to carry peak load while providing Class A service.
- 4.3. Voltage Levels:** Voltage levels at the consumer's premises should be maintained within ANSI limits for Class A service at all times. ANSI voltage limits are as follows:

Maximum Voltage	126 volts
Minimum Voltage	110 volts
Maximum Daily Voltage Swing	8 volts

The figures given above are the maximum and minimum voltages that any customer could experience at utilization equipment, and still be in compliance with ANSI standards. In addition, no customer could experience a difference (swing) of more than 8 volts in any 24-hour period, without violating ANSI standards.

Voltage drop is a natural occurrence on an electric system. Voltage drop through the various pieces of electrical equipment must be accommodated and included in the planning process. In order for the voltage drop to not exceed that allowed by standards, the following components of drop in the various portions of the system are assumed:

Residential/Urban Circuits:

Primary Circuits	3.5 volts
Distribution Transformers	3.5 volts
Secondaries	3.5 volts
Services	1.5 volts
Customer Wiring	<u>4.0 volts</u>
	16.0 volts

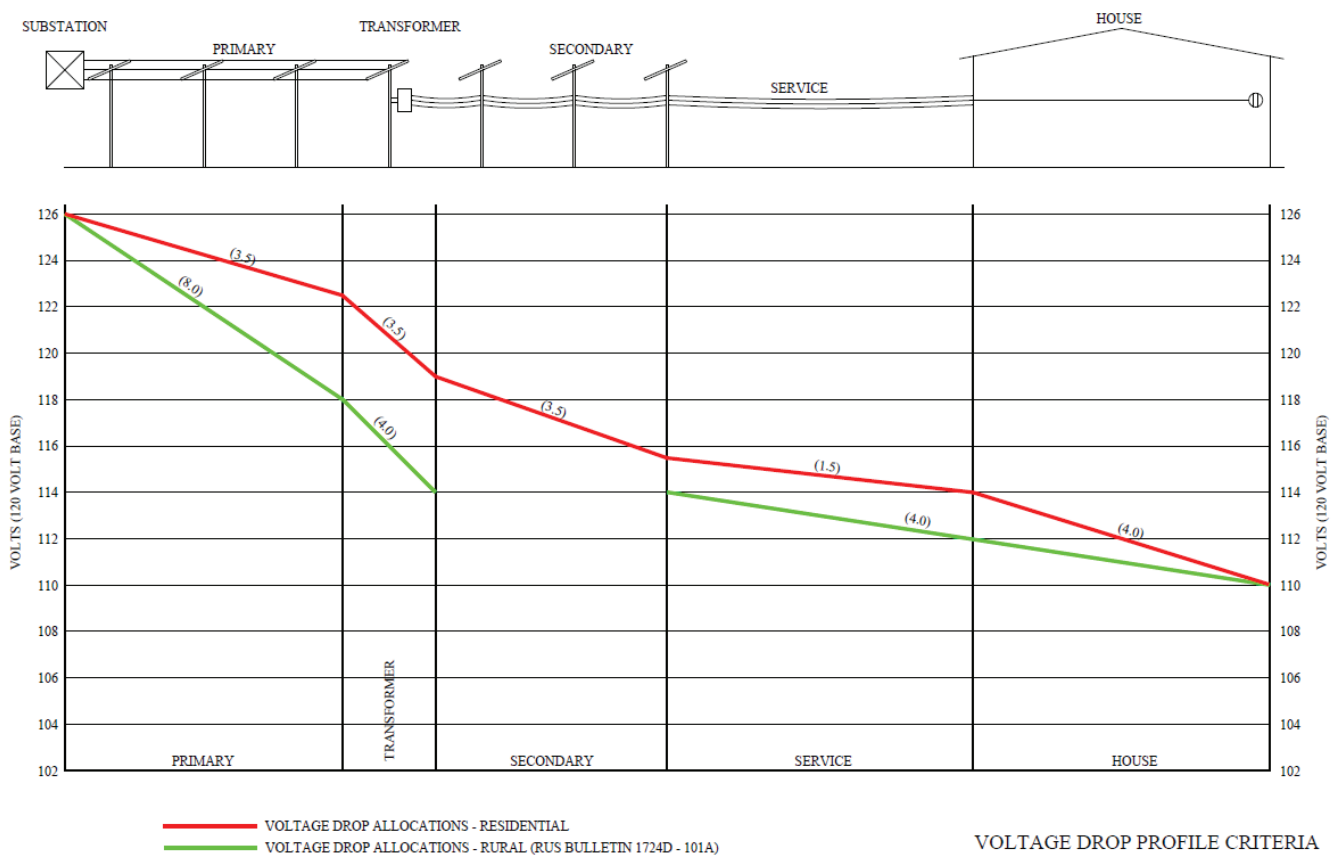
Design Criteria

Rural Circuits:

Primary Circuits	8.0 volts
Distribution Transformers	4.0 volts
Secondaries	N/A
Services, Customer Wiring	<u>4.0 volts</u>
	16.0 volts

The voltage drop profile in Figure 4 illustrates the allowable voltage drop components listed previously. The specific portion of the assigned voltage drop that is controllable directly by a utility is that portion assigned to primary circuits. Hence, planning is done to ensure that voltage drop on primary circuits does not exceed 3.5 volts for residential/urban circuits, and 8.0 volts for rural circuits, under the assumption that the other components of drop will be present.

**FIGURE 4
VOLTAGE DROP PROFILE CRITERIA**



Design Criteria

In addition to the voltage criteria developed above, consideration of equipment thermal capacity was used in evaluation of the system. This criterion requires that all equipment, including substation transformers and distribution lines be kept within published thermal limits at all times, during both normal and emergency operations, so as not to become overloaded.

- 4.4. Flexibility and Expandability:** Future system improvements should be designed to provide an optimum number of combinations of circuit configurations for serving existing loads as well as future system development. This is accomplished by designing multiple tie and switching points between distribution circuits, as well as providing sufficient distribution circuits themselves. A flexible system will allow the ability to transfer loads from circuit to circuit.

The system should also be designed to be expandable, such that new loads can be added to it without major upheaval to the existing system. Sufficient capacity must be available in substations and lines to handle the addition of a reasonably large load without scrambling to provide facilities for it. This does not mean, however, that the system should be overbuilt, but it does mean that reasonably sufficient capacity should exist to handle new loads.

Capital Improvements Plan

5. CAPITAL IMPROVEMENTS PLAN:

5.1. General: The Capital Improvements Plan (CIP) describes in general the improvements to the system recommended over the next ten (10) years to eliminate the system deficiencies identified in the previous sections of this report and to satisfy the planning criteria listed in the foregoing section. The following sections detail the proposed capital improvements for the WCMU electric system.

5.2. Recommended Improvements – Phase 1: The improvements recommended for Phase 1 are shown in Figures 8 and 9 in Appendix A and are described in this section.

5.2.1. Construction Description – Phase 1: Construction in this Phase includes the following items:

Construct Substation Improvements

- ◆ Construct a new “Industrial Park” Substation:
 - (2) 69 kV relayed circuit breakers in a through-bus scheme with control panels
 - (1) 69 kV circuit switcher with relaying for transformer protection
 - (1) 69-13.2 kV, 22.4 MVA power transformer
 - Indoor metal clad 15 kV switchgear lineup with a main breaker six (6) feeder breakers (2 spare), and a bus-tie breaker for future expansion
 - Pre-engineered metal control building
- ◆ Decommission and demo the Passwaters Substation
- ◆ Replace the battery bank at the Bowman Substation

Construct Transmission Improvements

- ◆ Construct approximately 0.4 miles of 69 kV double circuit transmission lines to serve and loop the new Industrial Park Substation into the 69 kV transmission backbone

Capital Improvements Plan

Construct Distribution Improvements

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

Miscellaneous System Improvements

- ◆ Conduct a coordination study
- ◆ Conduct an arc-flash study update

5.2.2. Timing of Phase 1: The improvements in Phase 1 should be scheduled to start in 2022 and continue through 2025. These improvements are the first step toward correcting deficiencies that currently exist on the system.

5.2.3. Discussion of Phase 1: The idea of constructing a new substation south of Highway 20 to support load growth in the industrial park area has been contemplated by WCMU for some time. Our analysis indicates that the load growth in that area is not yet at a level that would warrant a new substation. However, rather than replacing the aging equipment at the Passwaters Substation, we recommend constructing the new "Industrial Park" Substation in Phase 1 for the reasons described herein.

The south part of town was chosen for the location of the new Industrial Park Substation. The first reason for this decision was the proximity of expected load growth on the system. This area of the City is expected to sustain the highest portion of new industrial and commercial load growth. The second reason for this decision was to

Capital Improvements Plan

keep the new substation apart from the existing substations as much as possible. In general, it is a good idea to keep load-serving substations relatively equally spaced throughout the City so that each substation and its associated feeders can support one another during an outage condition. Third, this location is somewhat near WCMU's existing 69 kV transmission backbone, limiting the amount of transmission line work that needs to be constructed. Lastly, this new substation will help facilitate the construction of the new wastewater force mains under the existing Passwaters Substation as described below.

During the review of the initial study results with WCMU staff, they shared with us that the engineers for the new Wastewater Treatment Facility (WWTF) that is planned for construction south of Highway 20 desired to construct new force mains underneath the existing Passwaters Substation and had asked WCMU staff about the feasibility of either moving the Passwaters Substation or allowing for construction of force mains underneath the substation, neither of which were feasible. Prior to this conversation, our previous analysis showed that with the construction of the new Industrial Park Substation, the Passwaters Substation was no longer needed, and therefore we recommended not replacing the aging equipment at the Passwaters Substation. The construction of the new Industrial Park Substation will serve the dual purpose of preparing WCMU for future growth in the industrial park area and allowing for decommissioning and demolition of the Passwaters Substation to occur after the new substation is online, which will then allow construction of the new wastewater force mains to proceed.

The addition of a new Industrial Park Substation and the associated additional feeder circuits to the system fulfills the most pressing needs on the system.

Certain timing requirements are necessary for the improvements identified in this phase, and properly staging the project will be critical.

Capital Improvements Plan

The needs for the timing of certain aspects of the project will be considered during the preliminary design phase.

The construction method we are proposing for the new substation will be different than the other substations on WCMU's system, specifically on the 69 kV side. Two (2) 69 kV relayed circuit breakers utilizing a through-bus design will be installed to allow the substation to be part of WCMU's 69 kV transmission loop. A relayed 69 kV circuit switcher is proposed to protect the new 69-13.2 kV 22.4 MVA power transformer. The site will be set up with enough room to add a second transformer and the related equipment in the future. The new substation will have a control building to house a new lineup of 15 kV metal clad switchgear and control panels. Other work necessary to construct the new substation will include site work, ground grid, conduit, foundations, steel structures, buswork, fencing, control wiring, power cabling, and a station service power system.

A new 69 kV transmission source will be needed to serve the proposed substation. WCMU's 69 kV transmission backbone is located somewhat near the proposed substation location area. A new double-circuit overhead transmission line will be built to intercept WCMU's transmission backbone so that the new substation will be loop fed. It should be noted that there are several existing transmission structures without conductor that are already framed with hardware, in the ground, and appear to be setup for a double-circuit to support construction of a new substation in the area. These structures might be reusable as part of this project as a cost-savings to WCMU. Re-use of these structures will be explored during the preliminary design phase of the project.

The distribution work involved in Phase 1 consists of building four (4) new feeder circuit egresses from the new substation location to tie into the existing distribution system. Normally open points on the 13.2 kV system would be reconfigured such that an appropriate amount of load is transferred to the new substation, and such that the feeders are

Capital Improvements Plan

adequately balanced in terms of how much electrical load and geographical area they serve. We would propose that the new distribution circuits out of the substation be constructed in an underground manner to be consistent and align with recent overhead to underground conversion work that has occurred on the system.

To eliminate the identified voltage deficiencies, capacitor banks and voltage regulators will be added at specific locations on the 13.2 kV distribution system. Additionally, switches and ties that can be used for backfeeding/switching operations during outages will be added. A new 1-phase overhead tie line will be added to the rural portion of Sweazey Substation Feeder 4. This will help eliminate voltage deficiencies in the area by better balancing the load.

Also included with the distribution work is the conversion of the 2.4 kV overhead system to 13.2 kV underground on Sweazey Substation Feeder 3. Converting this area will eliminate the need for WCMU to keep additional inventory to support that area.

The substation work involves replacing the battery bank at the Bowman Substation. By replacing the battery bank with flooded type batteries, the new batteries should last 20 years.

A coordination study is recommended to ensure that all protective devices on the system such as fuses and substation relays are properly coordinated so that an outage will affect the least number of customers possible. WCMU staff has indicated that there is presently inconsistency in protective equipment, causing concern that there may be some issues with the present coordination of devices. After the new fuses sizes are implemented, the system will perform better at isolating faults to smaller areas and provide better protection to equipment.

Capital Improvements Plan

The last item included in the Phase 1 improvements is an update to the existing arc-flash study for the WCMU electric system and other City facilities. This study is required by OSHA to identify the proper PPE (personal protective equipment) required for working on an energized electrical system and should be updated every 5 years or when there are major changes made to the system. Additionally, the study will be updated to align with recent code and industry changes, and the proposed facilities should be added.

5.2.4. Cost of Phase 1: The construction costs in this CIP are 1st quarter 2022 estimates and include labor, materials, engineering, and contingencies, and assume contractor-built facilities. Costs for any required land, right-of-way, or permitting is not included, and costs for future work are not escalated to include the effects of inflation. The cost estimates are intended for budgetary uses only. Phase 1 cost estimates are as follows:

Industrial Park Substation:

69 kV Switches, Lightning Arresters, CCVTs	\$	158,200
69 kV Circuit Breakers (2)		160,500
69 kV Circuit Switcher		107,000
69-13.2 kV, 22.4 MVA Power Transformer		1,016,500
69 kV Control Panels (3)		192,600
15 kV Metal Clad Switchgear, Indoor (1M, 6F, 1BT)		428,000
Pre-Engineered Metal Control Building, 36' x 28'		374,500
Substation Steel Structures		144,400
Station Power Transformer, 25 kVA, 1-Phase		10,700
Equipment Testing, Soil Borings		62,000
Foundations		705,100
Grounding, Raceway, Ductbank, Manholes		262,800
Power Cable, Control Cable		159,800
Communications Equipment		29,900
Buswork, Shielding, Exterior Floodlighting		93,500
Grading, Surface Rock, Fencing, Seeding		129,800
Battery Bank, DC System		45,500

Capital Improvements Plan

Installation of Owner-Furnished Materials	199,000
Engineering & Contingencies	<u>728,500</u>
Subtotal:	\$ 5,008,300

69 kV Transmission Lines:

Double-Circuit Transmission Line, 0.4 miles	\$ 418,700
Engineering & Contingencies	<u>167,500</u>
Subtotal:	\$ 586,200

Four (4) New Underground Industrial Park Substation Feeders:

Labor & Materials	\$ 559,100
Engineering & Contingencies	<u>212,400</u>
Subtotal:	\$ 771,500

Miscellaneous Substation Improvements:

Bowman Substation – Battery Bank Replacement	\$ 39,400
Decommission, Demo the Passwaters Substation	<u>100,000</u>
Subtotal:	\$ 139,400

2.4 kV to 13.2 kV Conversion – Sweazey Substation Feeder 3:

Labor & Materials	\$ 268,100
Engineering & Contingencies	<u>101,800</u>
Subtotal:	\$ 369,900

Add Switches, Capacitors, and Voltage Regulators to 13.2 kV:

Labor & Materials	\$ 123,700
Engineering & Contingencies	<u>47,000</u>
Subtotal:	\$ 170,700

1-Phase Overhead Tie Line – Sweazey Substation Feeder 4:

Labor & Materials	\$ 96,000
Engineering & Contingencies	<u>36,500</u>
Subtotal:	\$ 132,500

Capital Improvements Plan

Miscellaneous System Improvements:

Coordination Study	\$	19,700
Arc Flash Study Update		<u>38,000</u>
Subtotal:	\$	57,700

Total – Phase 1: \$ 7,236,200

5.3. Recommended Improvements – Phase 2: The improvements recommended for Phase 2 are shown in Figures 10 and 11 in Appendix A and are described in this section.

5.3.1. Construction Description – Phase 2: Construction in this Phase includes the following items:

Construct Bowman Substation Improvements

- ◆ Add (2) 69 kV relayed circuit breakers in a through-bus scheme with control panels
- ◆ Replace the existing 69 kV circuit switcher
- ◆ Replace the existing 69-13.2 kV power transformer with a 22.4 MVA unit

Construct Transmission Improvements

- ◆ Construct approximately 1.18 miles of 69 kV double circuit transmission lines to loop the Bowman Substation into the 69 kV transmission backbone

Miscellaneous System Improvements

- ◆ Conduct a power factor study

5.4.2. Timing of Phase 2: The improvements in Phase 2 should be scheduled to start in 2025 and continue through 2028.

5.4.3. Discussion of Phase 2: The Phase 2 improvements recommended will continue to correct the deficiencies that exist on the system.

Capital Improvements Plan

Relayed circuit breakers will be installed at the Bowman Substation to increase reliability and form a true “closed loop” operating 69 kV transmission system. In addition, the existing aging 69 kV circuit switcher and 69-13.2 kV power transformer at the substation will be replaced. The replacement of the circuit switcher will allow the transformer to be isolated from the 69 kV bus in the event of a transformer problem. This will allow the 69 kV bus to remain energized and the closed transmission loop to remain intact. Other work necessary to construct the improvements will include site work, ground grid, conduit, foundations, steel structures, power and control cabling, and buswork.

The last item included in the Phase 2 improvements is a power factor study. WCMU’s contract with Corn Belt and NIMECA requires a continuous power factor of 98%. That requirement has not been met and a power factor study should be completed to determine where capacitance is needed to improve the overall system power factor to meet the contract requirements. In the meantime, WCMU should continue to monitor their overall system power factor and take action to improve the power factor when needed.

5.4.4. Cost of Phase 2: The construction costs in this CIP are 1st quarter 2022 estimates and include labor, materials, engineering, and contingencies, and assume contractor-built facilities. Costs for any right-of-way or permitting is not included, and costs for future work are not escalated to include the effects of inflation. The cost estimates are intended for budgetary uses only. Phase 2 cost estimates are as follows:

Bowman Substation Improvements:

69 kV Switches, Lightning Arresters, CCVTs	\$	158,200
69 kV Circuit Breakers (2)		160,500
69 kV Circuit Switcher		107,000
69-13.2 kV, 22.4 MVA Power Transformer		1,016,500
69 kV Control Panels (3)		192,600

Capital Improvements Plan

Substation Steel Structures	144,400
Equipment Testing, Soil Borings	62,000
Foundations	441,100
Grounding, Raceway, Ductbank, Manholes	304,800
Power Cable, Control Cable	135,500
Communications Equipment	29,900
Buswork, Shielding, Exterior Floodlighting	93,500
Grading, Surface Rock, Fencing, Seeding	151,800
Installation of Owner-Furnished Materials	199,000
Engineering & Contingencies	<u>695,200</u>
Subtotal:	\$ 3,892,000

69 kV Transmission Lines:

Double-Circuit Transmission Line, 1.18 miles	\$ 988,500
Engineering & Contingencies	<u>395,400</u>
Subtotal:	\$ 1,383,900

Miscellaneous System Improvements:

Power Factor Study	\$ 16,500
--------------------	-----------

Total – Phase 2: \$ 5,292,400

5.4. Recommended Improvements – Phase 3: The improvements recommended for Phase 3 are shown in Figure 12 in Appendix A and are described in this section.

5.4.1. Construction Description – Phase 3: Construction in this Phase includes the following items:

Construct Sweazey Substation Improvements

- ◆ Replace the existing 69-13.2 kV power transformer with a 22.4 MVA unit
- ◆ Replace 13.2 kV outdoor breaker for Feeder 1
- ◆ Replace the 13.2 kV pothead terminations for Feeders 2 and 4

Capital Improvements Plan

Miscellaneous System Improvements

- ◆ Replace the SCADA system

5.4.2. Timing of Phase 3: The improvements in Phase 3 should be scheduled to start in 2028 and continue through 2032.

5.4.3. Discussion of Phase 3: The Phase 3 improvements recommended will continue to correct the deficiencies that exist on the system. The substation work includes improvements to the Sweazey Substation.

The work includes replacing the existing 69-13.2 kV power transformer, 15 kV outdoor circuit breaker for Feeder 1, and the terminations for Feeders 2 and 4; all of which are nearing or at the end of their useful life. Other work necessary to construct the improvements will include surface rock, ground grid, conduit, foundations, steel structures, power and control cabling, and buswork.

The Supervisory Control and Data Acquisition System (SCADA) system will be upgraded to a system with new software, computer, monitors, and peripheral hardware. The upgraded SCADA system will have the capability to monitor activities at all of WCMU's substations. As part of this phase, the master head-end SCADA equipment will be replaced at the Sweazey Substation. Additionally, the new SCADA system can be setup for text and e-mail messaging for alarm notifications so that WCMU staff can react to issues and outages on the system more quickly, thereby reducing outage times for its customers and increasing overall reliability of the system. This new SCADA system will be developed during this phase of the project.

5.4.4. Cost of Phase 3: The construction costs in this CIP are 1st quarter 2022 estimates and include labor, materials, engineering, and contingencies, and assume contractor-built facilities. Costs for any right-of-way or permitting is not included, and costs for future work are not escalated to include the effects of inflation. The cost estimates

Capital Improvements Plan

are intended for budgetary uses only. Phase 3 cost estimates are as follows:

Sweazey Substation Improvements:

69-13.2 kV, 22.4 MVA Power Transformer	\$ 1,016,500
69 kV Control Panel	64,200
15 kV Outdoor Circuit Breaker	53,500
Substation Steel Structures	21,400
Equipment Testing, Soil Borings	35,000
Foundations	140,400
Grounding, Raceway	20,800
Power Cable, Control Cable	112,600
Buswork	25,000
Surface Rock	15,600
Installation of Owner-Furnished Materials	29,000
Engineering & Contingencies	<u>369,500</u>
Subtotal:	\$ 1,903,500

Miscellaneous System Improvements:

SCADA System	\$ 689,700
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Total – Phase 3: \$ 2,593,200

5.5. Cost Summary:

Phase 1 Improvements (2022-2025)	\$ 7,236,200
Phase 2 Improvements (2025-2028)	5,292,400
Phase 3 Improvements (2028-2032)	<u>2,593,200</u>
Total – 10 – Year CIP:	\$ 15,121,800

Recommendations and Conclusions

6. RECOMMENDATIONS AND CONCLUSIONS:

It is our opinion that continuous planning is important, and we believe that this plan should be formally reviewed, preferably every three (3) years, but no more than five (5) years, to ascertain its relevance and to make appropriate adjustments. A relatively minor amount of analysis and planning done on a frequent basis means that large scale comprehensive planning efforts based at lengthy intervals are not required. This allows the system to be flexible and to adjust to changing system conditions. It also tends to provide the right amount of capacity at the right time as system loads change. We believe that WCMU should commit to this planning method and make it a practice in their operation.

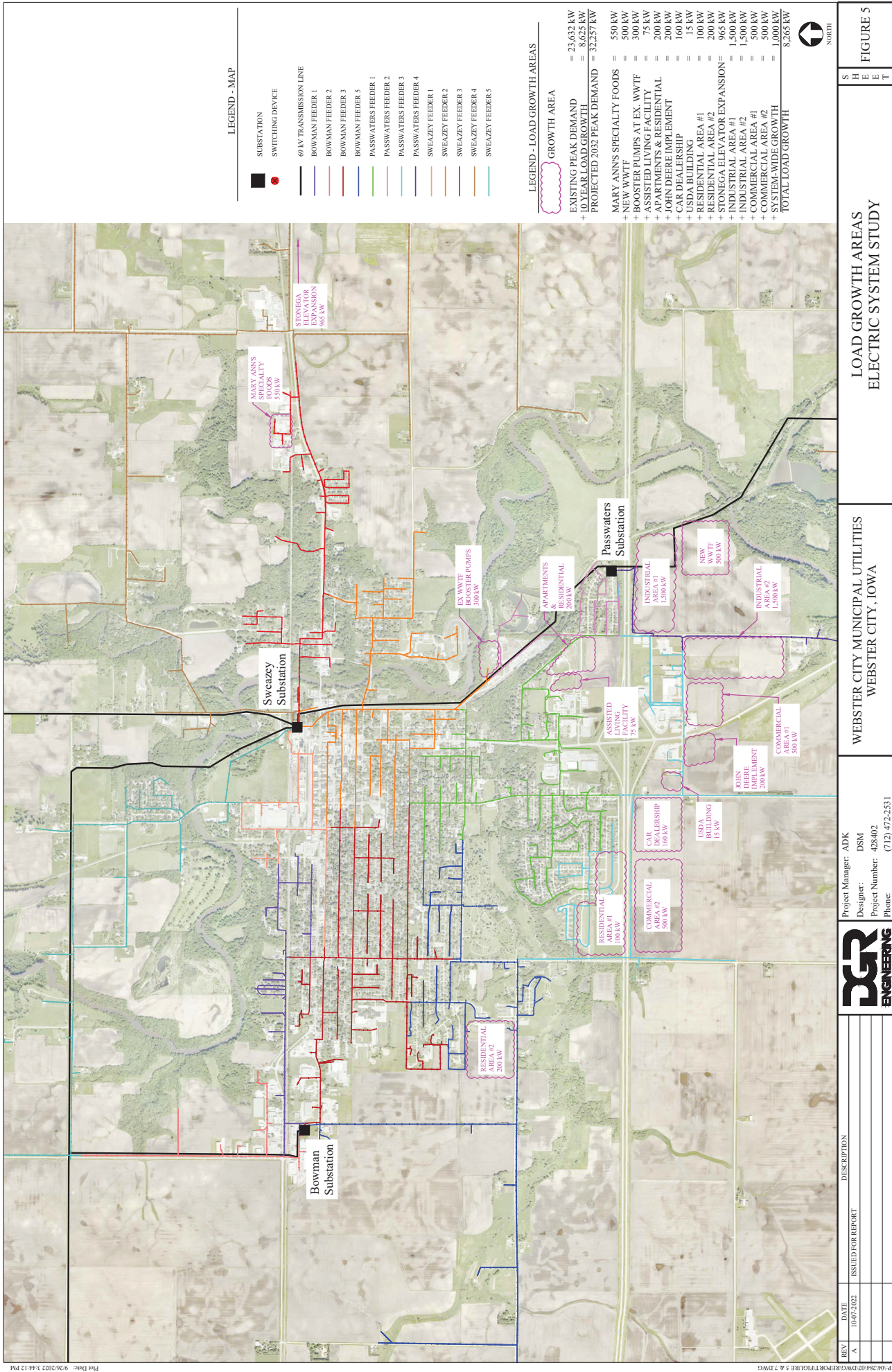
We recommend that WCMU adopt this capital improvements plan as its basis for future system development. We further recommend that the system improvements be authorized, so that they can be completed in the time frame proposed. We acknowledge the input of WCMU staff in preparation of this study and look forward to implementation of the improvements contained herein.

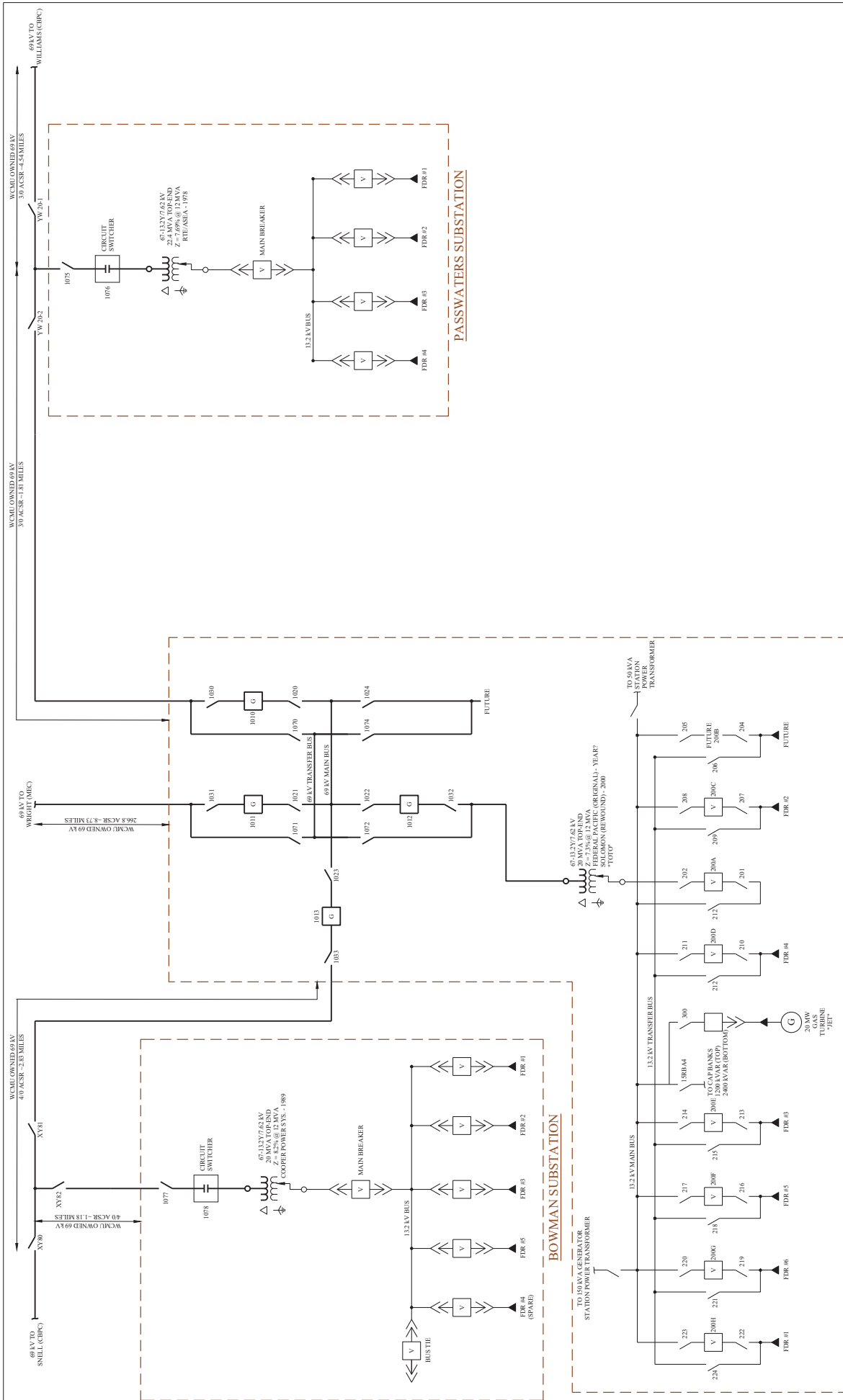
APPENDIX A – DRAWINGS



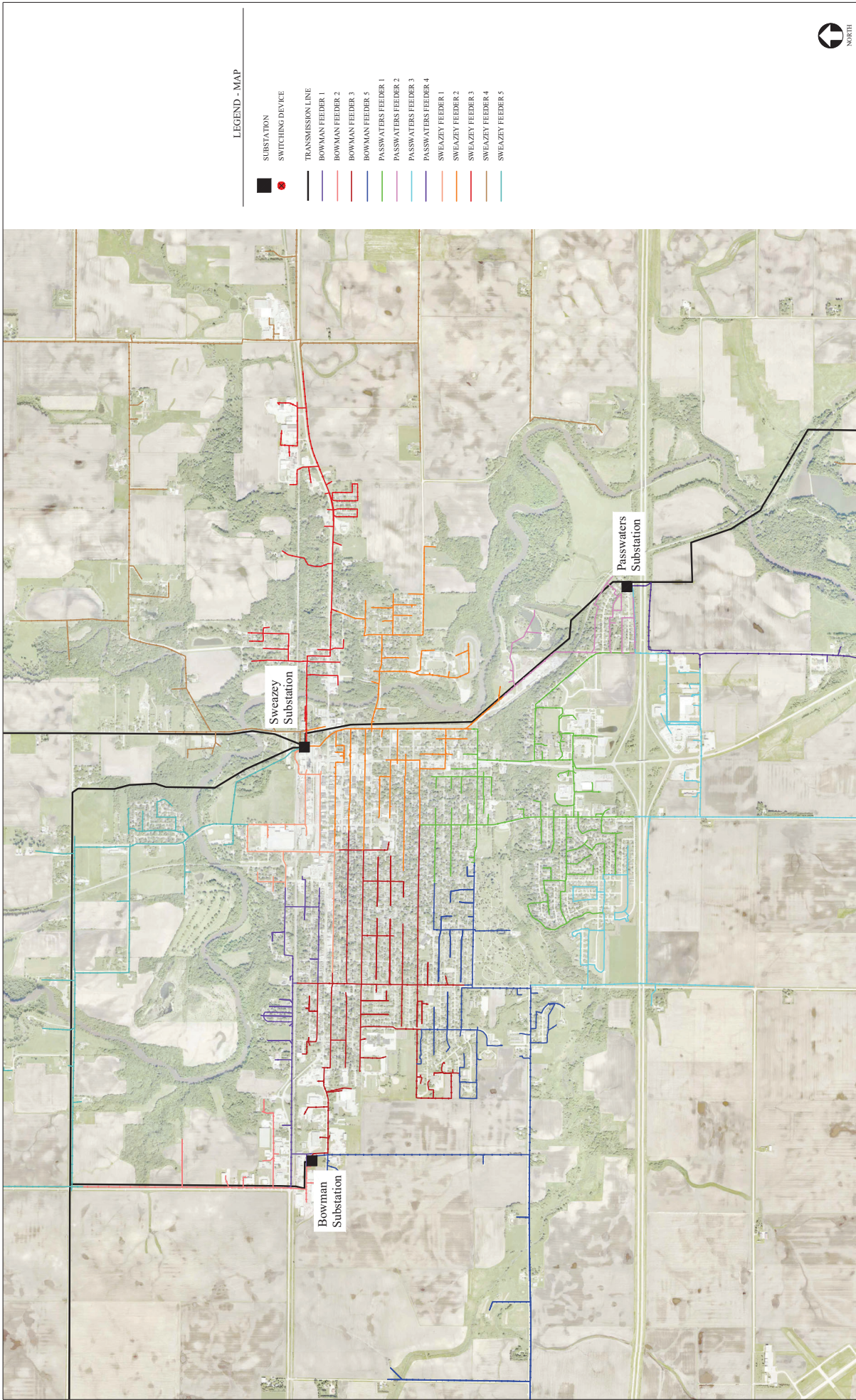
**Electrical System Study & Capital Improvements Plan.
Webster City, Iowa**

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REV	DATE	DESCRIPTION	PROJECT MANAGER	DESIGNER	PROJECT NUMBER	PHONE
A	10-07-2022	ISSUED FOR REPORT	ADK	DSM	428402	(712) 472-2531
			WEBSTER CITY MUNICIPAL UTILITIES WEBSTER CITY, IOWA			
			EXISTING - BASIC ONE-LINE DIAGRAM ELECTRIC SYSTEM STUDY			
			SHEET			
			FIGURE 6			



LEGEND - MAP

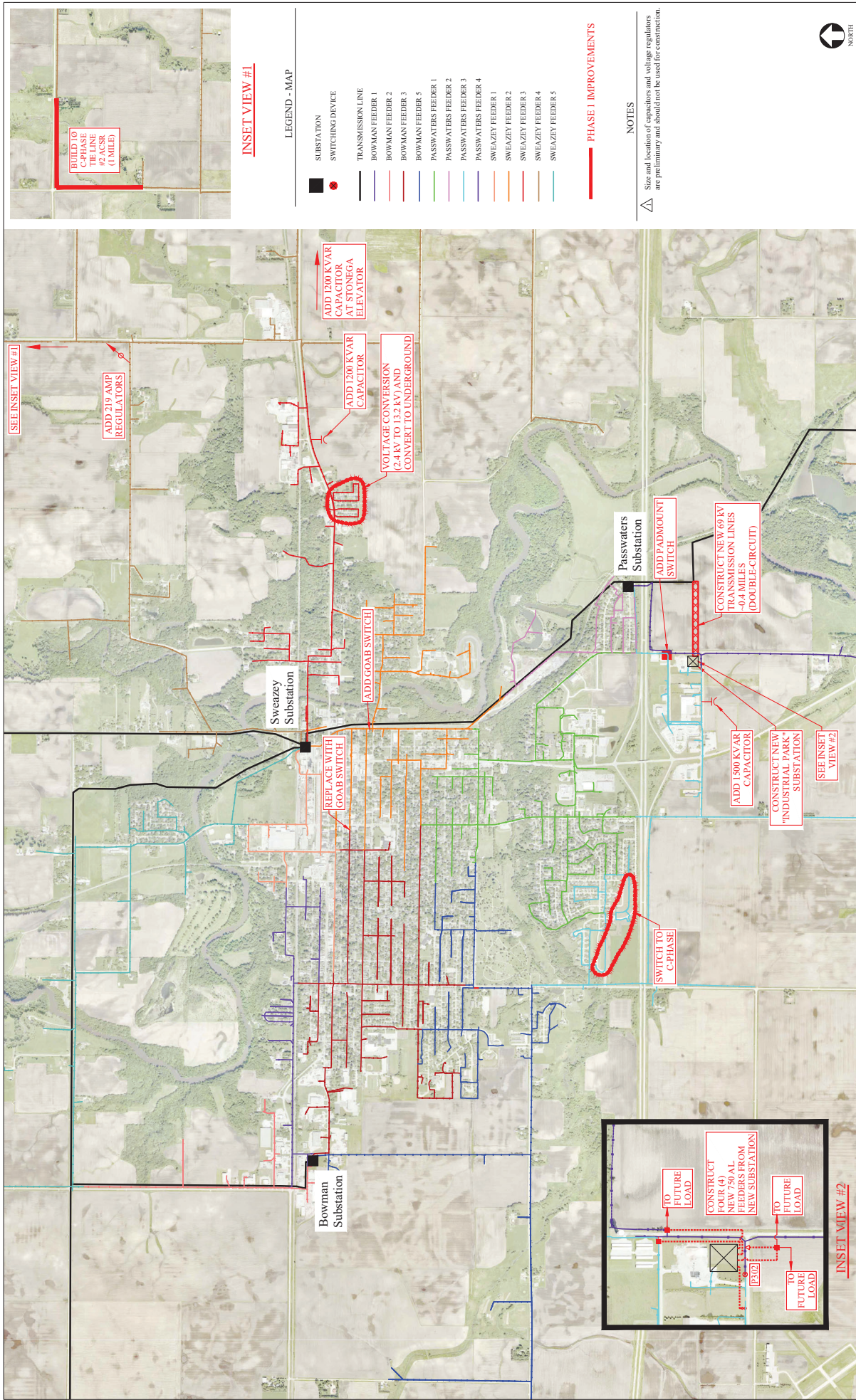
- SUBSTATION
- SWITCHING DEVICE
- TRANSMISSION LINE
- BOWMAN FEEDER 1
- BOWMAN FEEDER 2
- BOWMAN FEEDER 3
- BOWMAN FEEDER 5
- PASSWATERS FEEDER 1
- PASSWATERS FEEDER 2
- PASSWATERS FEEDER 3
- PASSWATERS FEEDER 4
- SWEAZEY FEEDER 1
- SWEAZEY FEEDER 2
- SWEAZEY FEEDER 3
- SWEAZEY FEEDER 4
- SWEAZEY FEEDER 5



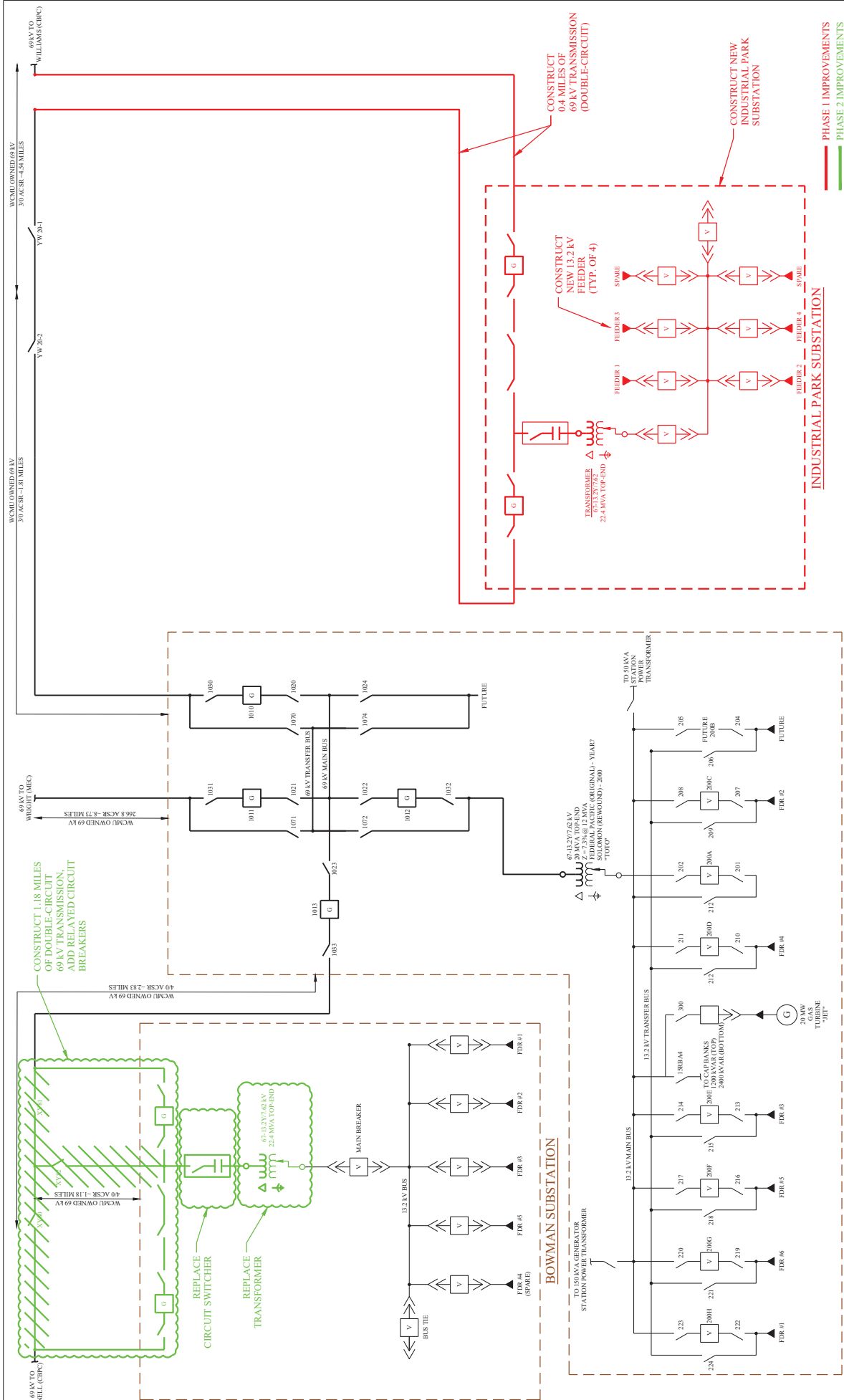
REV	DATE	DESCRIPTION	PROJECT MANAGER: ADK	DESIGNER: DSM	PROJECT NUMBER: 428402	PHONE: (712) 472-2531	WEBSTER CITY MUNICIPAL UTILITIES WEBSTER CITY, IOWA	EXISTING - ELECTRIC DISTRIBUTION ELECTRIC SYSTEM STUDY	SHEET	FIGURE 7







		Project Manager: ADK Designer: DSM Project Number: 428402 Phone: (712) 472-2531	WEBSTER CITY MUNICIPAL UTILITIES WEBSTER CITY, IOWA	PROPOSED - ELECTRIC DISTRIBUTION - PHASE 1 ELECTRIC SYSTEM STUDY	S H E E T	FIGURE 9
REV	DATE	DESCRIPTION				
A	10/07/2022	ISSUED FOR REPORT				



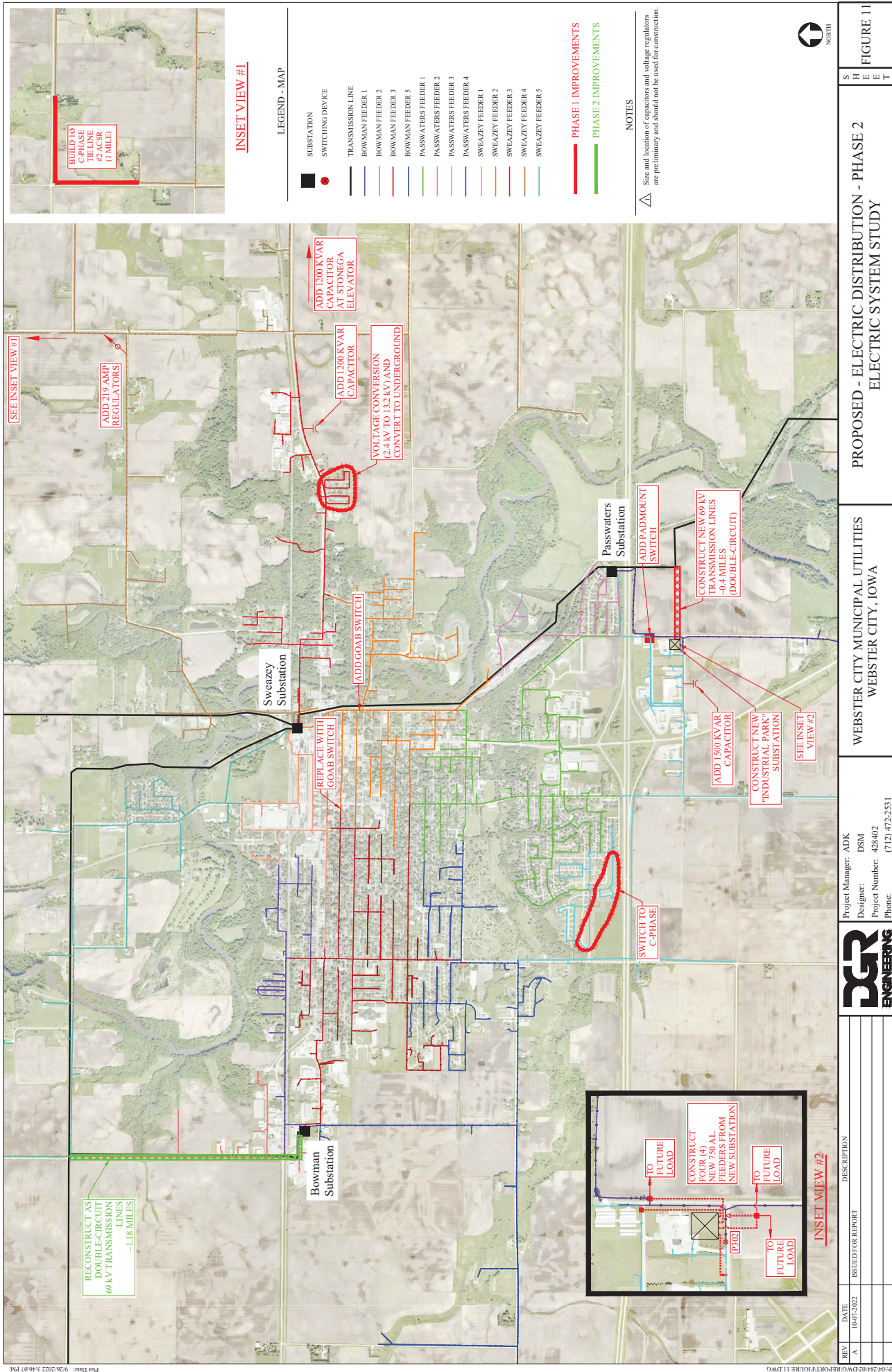
REV	DATE	DESCRIPTION
A	10-07-2022	ISSUED FOR REPORT

PROJECT MANAGER: ADK	DESIGNER: DSM
PROJECT NUMBER: 428402	
PHONE: (712) 472-2531	

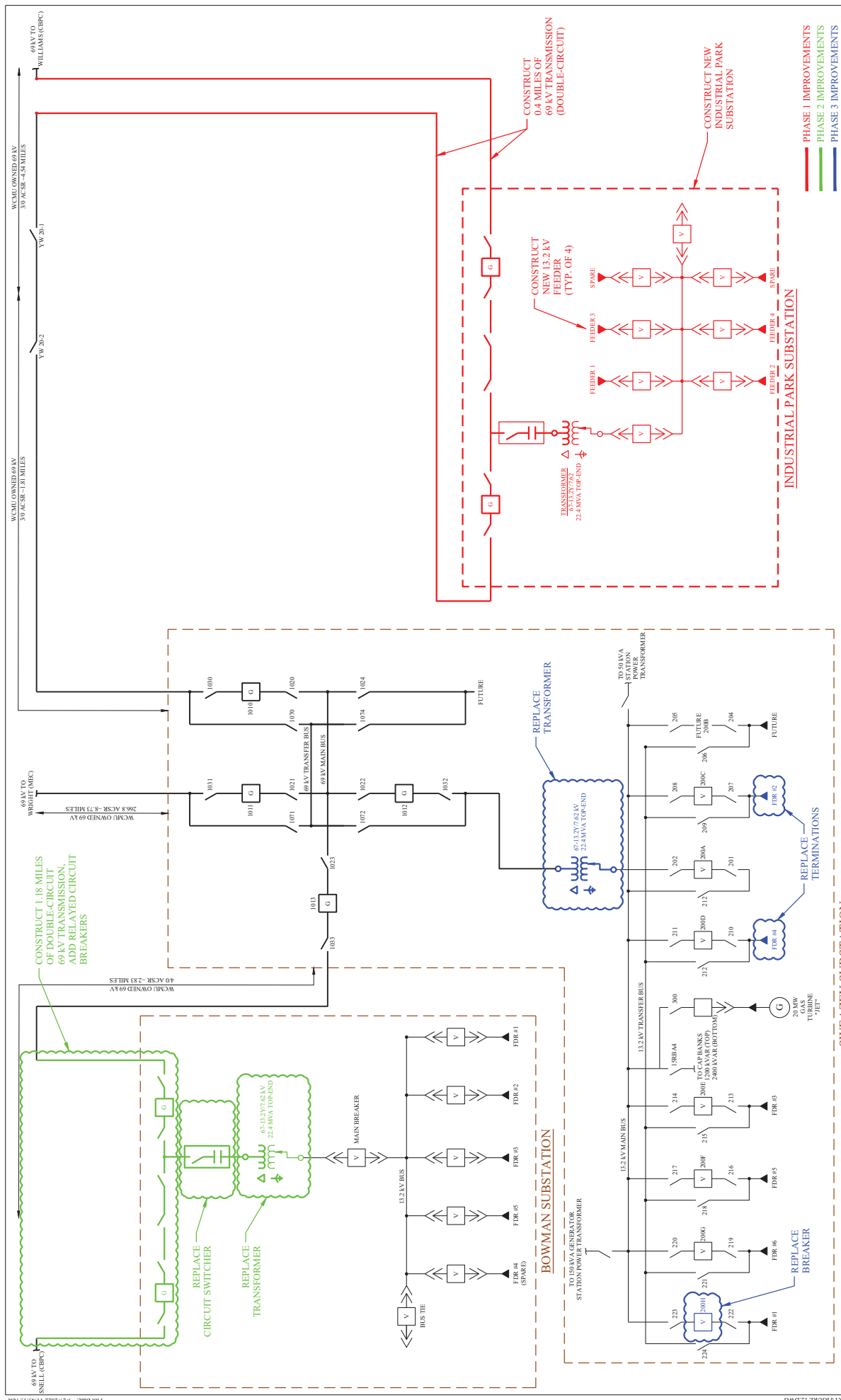
WEBSTER CITY MUNICIPAL UTILITIES	
WEBSTER CITY, IOWA	

PROPOSED - BASIC ONE-LINE DIAGRAM - PHASE 2	
ELECTRIC SYSTEM STUDY	

SHEET	
FIGURE 10	



				Project Manager: ADK Designer: DSM Project Number: 428402 Phone: (712) 472-2531		WEBSTER CITY MUNICIPAL UTILITIES WEBSTER CITY, IOWA		PROPOSED - ELECTRIC DISTRIBUTION - PHASE 2 ELECTRIC SYSTEM STUDY		SHEET	
										FIGURE 11	



REV	DATE	DESCRIPTION		Project Manager: ADK Designer: DSM Project Number: 428402 Phone: (712) 472-2531	WEBSTER CITY MUNICIPAL UTILITIES WEBSTER CITY, IOWA	PROPOSED - BASIC ONE-LINE DIAGRAM - PHASE 3 ELECTRIC SYSTEM STUDY	SHEET 12
A	10-07-2022	ISSUED FOR REPORT					

APPENDIX B – CASE STUDY SUMMARIES



**Electrical System Study & Capital Improvements Plan.
Webster City, Iowa**

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Table of Contents

- Webster City Municipal Utilities
- DGR Project No.: 428402



Scenario Legend

Scenario	Existing System & Loading
0	System Intact - Peak Loading
1	Loss of Sweazey Sub Main 15 kV Bus
2	Loss of Passwaters Sub 15 kV Bus
3	Loss of Bowman Sub 15 kV Bus
4	Loss of Sweazey Sub 69-13.2 kV Xfmr

- Webster City Municipal Utilities

- DGR Project No.: 428402

0	Scenario Selection
System Intact - Peak Loading	

System Analysis Configuration

Existing System & Loading

80
100

= 80% Capacity Warning

= 100% Capacity Violation

+3.5
+8.0

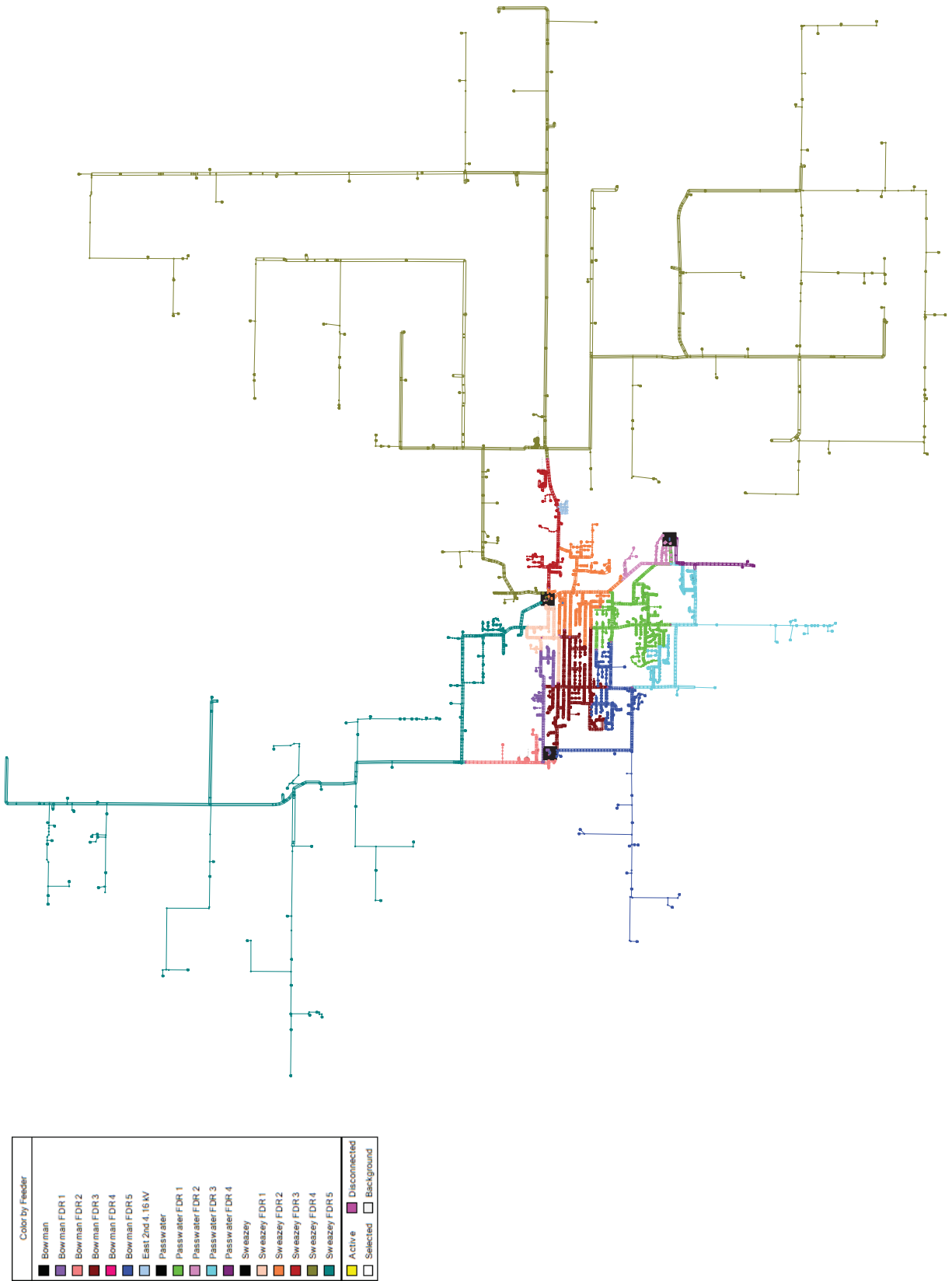
= +3.5 Voltage Drop Violation Urban

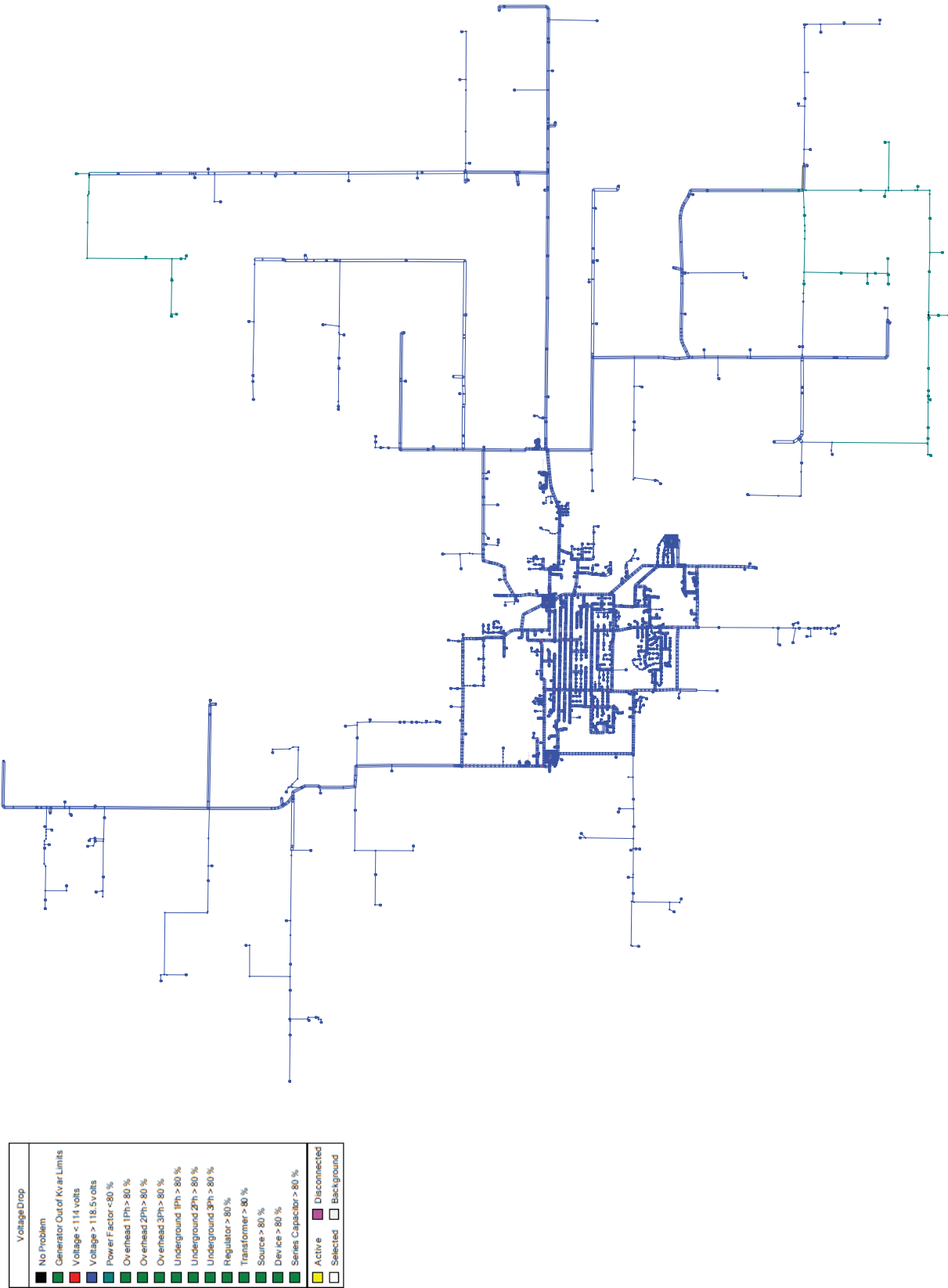
= +8.0 Voltage Drop Violation Rural

Scenario	Transformer	Ratings (kVA)		Phase Amps				Max V Drop				kVA	kW	kVAR	PF
		Base	Top	Substation	AØ	BØ	CØ	AØ	BØ	CØ					
0	Sweazey Transformer	12,000	20,000	Sweazey Substation	440	436	415	4.01	3.28	4.11		9,782	9,218	3,274	94.2%
0	Passwaters Transformer	12,000	22,400	Passwaters Substation	335	307	335	1.24	1.40	1.29		7,415	6,882	2,760	92.8%
0	Bowman Transformer	12,000	20,000	Bowman Substation	369	338	336	1.05	1.17	0.65		8,037	7,532	2,804	93.7%
				TOTALS	1144	1081	1086	4.01	3.28	4.11		25,231	23,632	8,838	93.7%

Scenario	Circuit	Phase Amps				Max V Drop				kVA	kW	kVAR	PF
		Substation	AØ	BØ	CØ	AØ	BØ	CØ					
0	Sweazey FDR 1	Sweazey Substation	100	94	90	0.33	0.29	0.20		2,200	2,020	870	91.8%
0	Sweazey FDR 2	Sweazey Substation	112	106	104	0.28	0.38	0.23		2,495	2,290	990	91.8%
0	Sweazey FDR 3	Sweazey Substation	115	121	98	1.35	1.55	0.76		2,588	2,201	1,362	85.0%
0	Sweazey FDR 4	Sweazey Substation	83	66	85	4.01	1.23	4.11		1,804	1,803	59	99.9%
0	Sweazey FDR 5	Sweazey Substation	30	48	38	2.46	3.28	1.50		904	904	(7)	100.0%
0	Passwaters FDR 1	Passwaters Substation	166	160	175	1.24	1.40	1.29		3,870	3,676	1,210	95.0%
0	Passwaters FDR 2	Passwaters Substation	10	7	16	0.04	0.04	0.10		257	252	51	98.0%
0	Passwaters FDR 3	Passwaters Substation	115	97	99	1.16	0.54	0.62		2,400	1,988	1,345	82.8%
0	Passwaters FDR 4	Passwaters Substation	44	44	44	0.64	0.60	0.52		978	966	153	98.8%
0	Bowman FDR 1	Bowman Substation	45	43	39	0.34	0.30	0.21		980	894	401	91.2%
0	Bowman FDR 2	Bowman Substation	93	93	92	0.24	0.25	0.17		2,154	1,974	860	91.7%
0	Bowman FDR 3	Bowman Substation	156	153	144	1.05	1.17	0.65		3,512	3,247	1,337	92.5%
0	Bowman FDR 4	Bowman Substation	0	0	0	0.00	0.00	0.00		-	-	-	0.0%
0	Bowman FDR 5	Bowman Substation	75	49	61	0.94	0.38	0.56		1,431	1,416	205	99.0%

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- Webster City Municipal Utilities

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4	Scenario Selection
Loss of Sweazey Sub 15 kV Main Bus	

System Analysis Configuration
Existing System & Loading

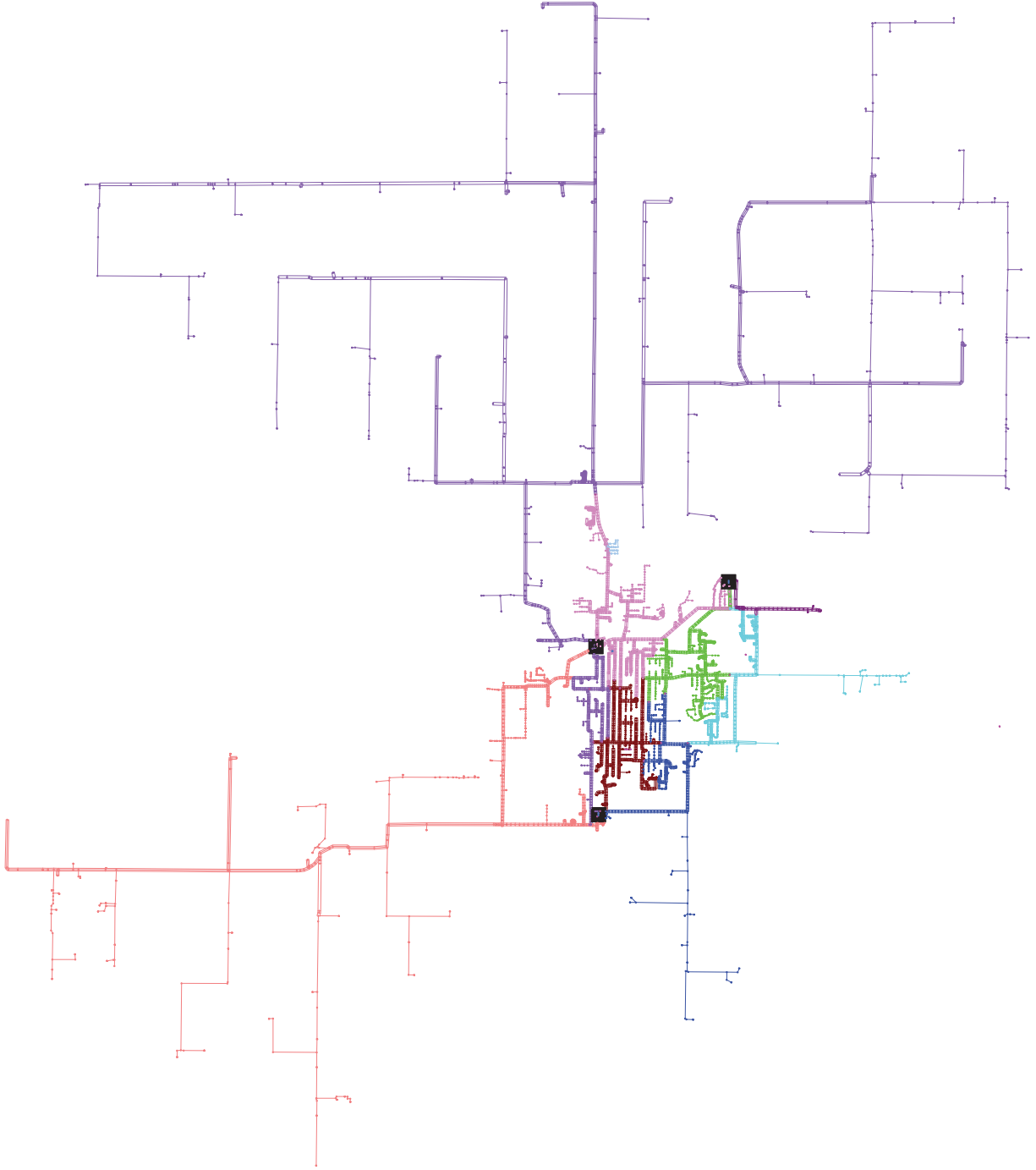
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100 = 100% Capacity Violation
+3.5 = +3.5 Voltage Drop Violation Urban
+8.0 = +8.0 Voltage Drop Violation Rural

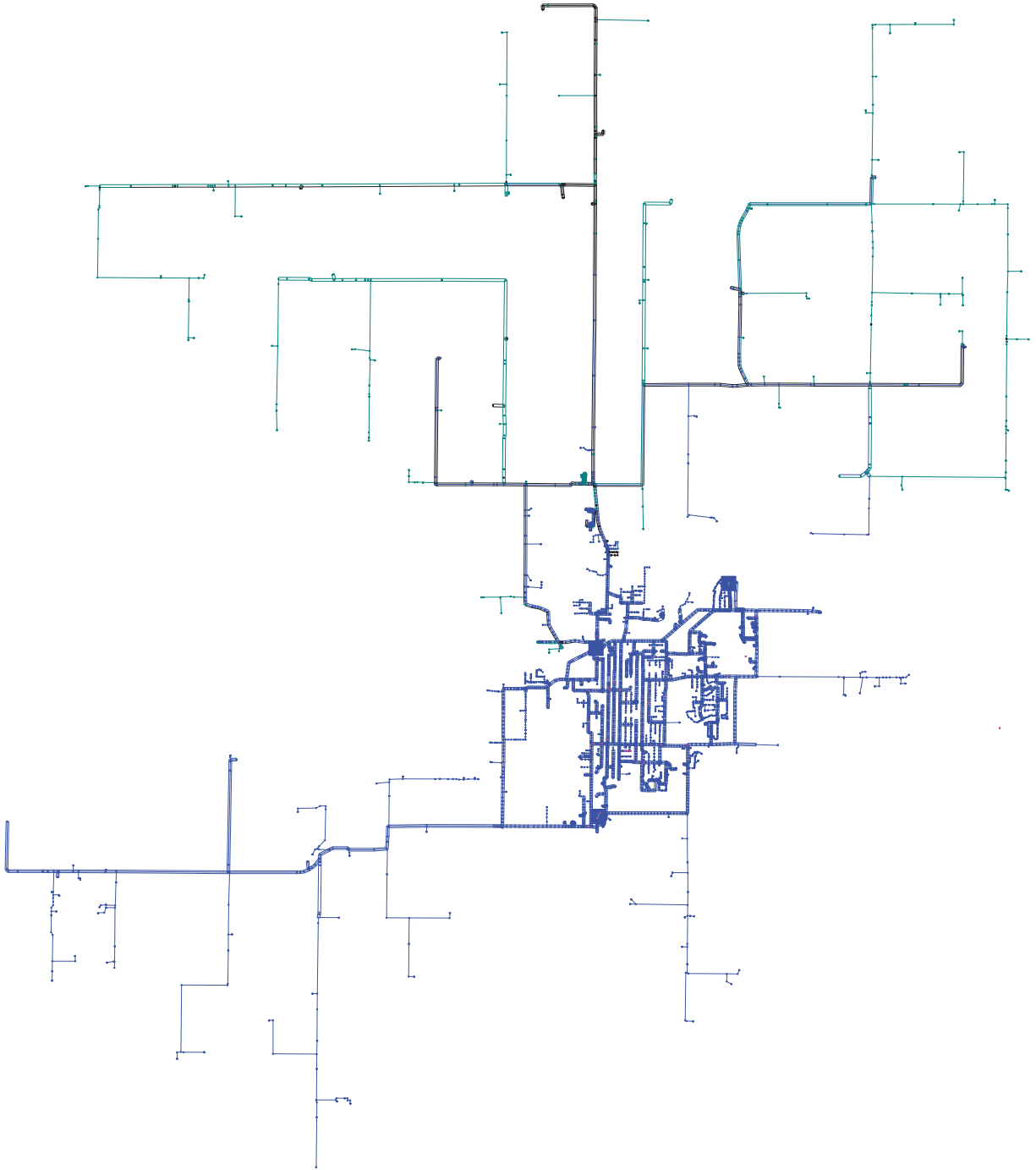
Scenario	Transformer	Ratings (kVA)		Substation	Phase Amps				Max V Drop				kVA	kW	kVAR	PF
		Base	Top		AØ	BØ	CØ	CØ	AØ	BØ	CØ	CØ				
4	Sweazey Transformer	12,000	20,000	Sweazey Substation	0	0	0	0	0.00	0.00	0.00	0.00	-	-	-	0.0%
4	Passwaters Transformer	12,000	22,400	Passwaters Substation	565	539	538	538	3.77	4.26	1.94	1.94	12,555	11,432	5,191	91.1%
4	Bowman Transformer	12,000	20,000	Bowman Substation	593	547	557	557	7.63	3.71	6.61	6.61	13,111	12,493	3,979	95.3%
				TOTALS	1158	1086	1094	1094	3.77	4.26	6.61	6.61	25,622	23,925	9,171	93.2%

Scenario	Circuit	Phase Amps				Max V Drop				kVA	kW	kVAR	PF
		AØ	BØ	CØ	CØ	AØ	BØ	CØ	CØ				
4	Sweazey FDR 1	0	0	0	0	0.00	0.00	0.00	0.00	-	-	-	0.0%
4	Sweazey FDR 2	0	0	0	0	0.00	0.00	0.00	0.00	-	-	-	0.0%
4	Sweazey FDR 3	0	0	0	0	0.00	0.00	0.00	0.00	-	-	-	0.0%
4	Sweazey FDR 4	0	0	0	0	0.00	0.00	0.00	0.00	-	-	-	0.0%
4	Sweazey FDR 5	0	0	0	0	0.00	0.00	0.00	0.00	-	-	-	0.0%
4	Passwaters FDR 1	166	160	175	175	1.25	1.39	1.28	1.28	3,870	3,676	1,210	95.0%
4	Passwaters FDR 2	240	239	219	219	3.77	4.26	1.94	1.94	5,406	4,802	2,483	88.8%
4	Passwaters FDR 3	115	97	99	99	1.16	0.54	0.61	0.61	2,400	1,988	1,345	82.8%
4	Passwaters FDR 4	44	44	44	44	0.65	0.60	0.52	0.52	978	966	153	98.8%
4	Bowman FDR 1	240	207	224	224	7.63	3.71	6.61	6.61	5,195	4,950	1,579	95.3%
4	Bowman FDR 2	121	139	128	128	2.55	3.22	1.56	1.56	3,005	2,880	856	95.9%
4	Bowman FDR 3	156	153	144	144	1.06	1.16	0.65	0.65	3,512	3,247	1,337	92.5%
4	Bowman FDR 4	0	0	0	0	0.00	0.00	0.00	0.00	-	-	-	0.0%
4	Bowman FDR 5	76	48	61	61	1.01	0.31	0.54	0.54	1,431	1,416	206	99.0%

Switching:

1. Open Main Breaker and Sweazey FDR 1,2, 3,4 and 5.
2. Close Transfer Bus Switches FDR 1 and 4.
3. Close Air Break Switch 29(501B). Sweazey FDR 1 and FDR 4 to Bowman FDR 1.
4. Close Air Break Switch 7(222). Sweazey FDR 2 to Passwaters FDR 2.
5. Close Air Break Switch 17(130). Sweazey FDR 3 to Passwaters FDR 2.
6. Close Air Break Switch 38(504). Sweazey FDR 5 to Bowman FDR 2.





- Webster City Municipal Utilities

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2	Scenario Selection
Loss of Passwaters Sub 15 kV Bus	

System Analysis Configuration
Existing System & Loading

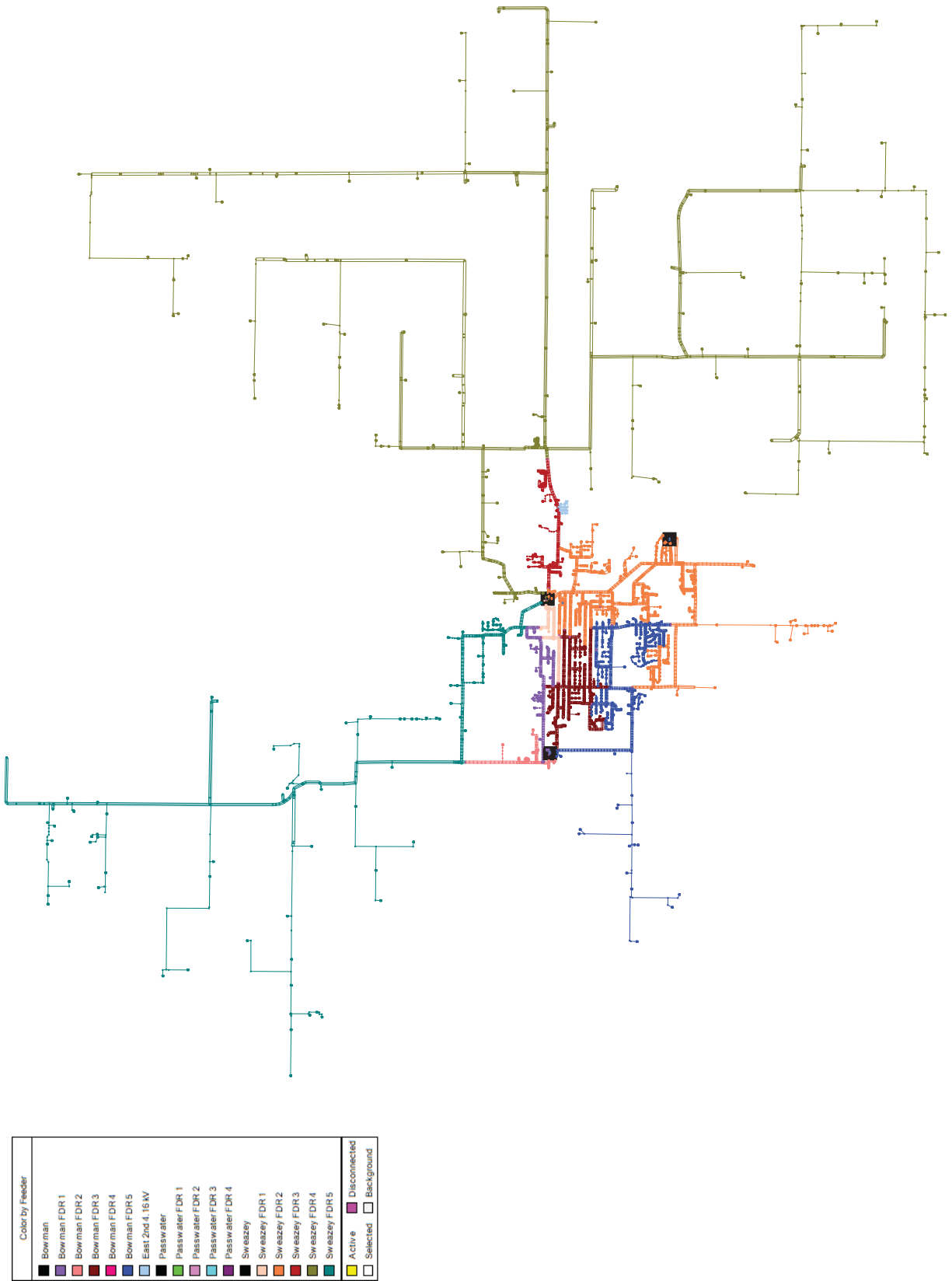
80	= 80% Capacity Warning
100	= 100% Capacity Violation
+3.5	= +3.5 Voltage Drop Violation Urban
+8.0	= +8.0 Voltage Drop Violation Rural

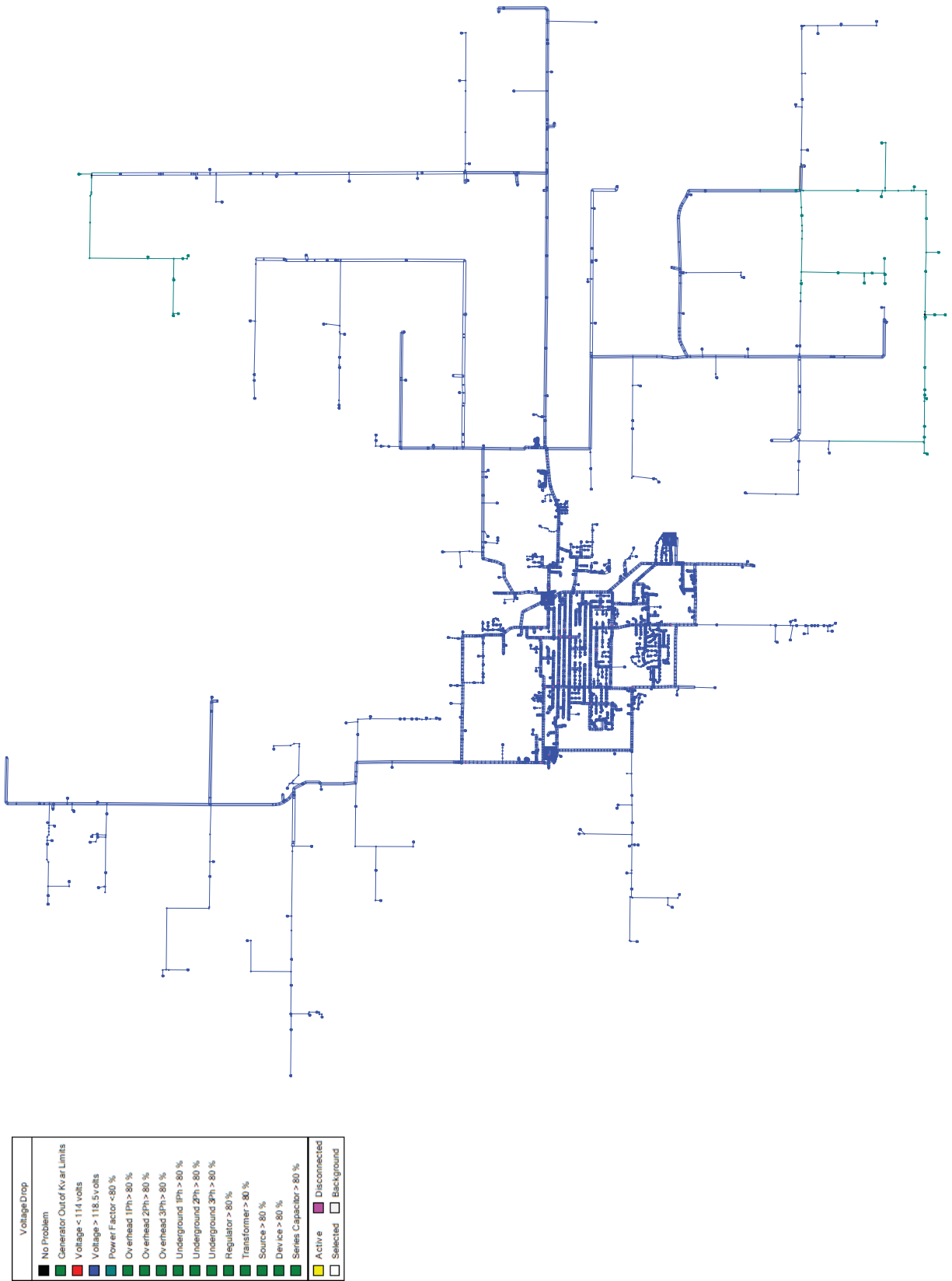
Scenario	Transformer	Ratings (kVA)		Phase Amps				Max V Drop				kVA	kW	kVAR	PF
		Base	Top	Substation	AØ	BØ	CØ	AØ	BØ	CØ					
2	Sweazey Transformer	12,000	20,000	Sweazey Substation	722	689	686	4.01	3.29	4.11		16,023	14,964	5,729	93.4%
2	Passwaters Transformer	12,000	22,400	Passwaters Substation	0	0	0	0.00	0.00	0.00		-	-	-	0.0%
2	Bowman Transformer	12,000	20,000	Bowman Substation	420	389	397	1.62	1.60	1.54		9,307	8,738	3,203	93.9%
	TOTALS				1142	1078	1082	4.01	3.29	4.11		25,329	23,702	8,932	93.6%

Scenario	Circuit	Phase Amps				Max V Drop				kVA	kW	kVAR	PF
		Substation	AØ	BØ	CØ	AØ	BØ	CØ					
2	Sweazey FDR 1	Sweazey Substation	100	94	90	0.33	0.29	0.20		2,200	2,020	870	91.8%
2	Sweazey FDR 2	Sweazey Substation	394	360	374	3.60	3.29	2.61		8,743	8,036	3,445	91.9%
2	Sweazey FDR 3	Sweazey Substation	115	121	98	1.35	1.54	0.76		2,588	2,201	1,362	85.0%
2	Sweazey FDR 4	Sweazey Substation	83	66	85	4.01	1.23	4.11		1,804	1,803	59	99.9%
2	Sweazey FDR 5	Sweazey Substation	30	48	38	2.46	3.27	1.50		904	904	(7)	100.0%
2	Passwaters FDR 1	Passwaters Substation	0	0	0	0.00	0.00	0.00		-	-	-	0.0%
2	Passwaters FDR 2	Passwaters Substation	0	0	0	0.00	0.00	0.00		-	-	-	0.0%
2	Passwaters FDR 3	Passwaters Substation	0	0	0	0.00	0.00	0.00		-	-	-	0.0%
2	Passwaters FDR 4	Passwaters Substation	0	0	0	0.00	0.00	0.00		-	-	-	0.0%
2	Bowman FDR 1	Bowman Substation	45	43	39	0.34	0.30	0.21		980	894	401	91.2%
2	Bowman FDR 2	Bowman Substation	93	93	92	0.24	0.25	0.17		2,154	1,974	860	91.7%
2	Bowman FDR 3	Bowman Substation	156	153	144	1.05	1.17	0.65		3,512	3,247	1,337	92.5%
2	Bowman FDR 4	Bowman Substation	0	0	0	0.00	0.00	0.00		-	-	-	0.0%
2	Bowman FDR 5	Bowman Substation	126	100	121	1.62	1.60	1.54		2,692	2,623	605	97.4%

Switching:

1. Close Air Break Switch 7(222). Passwaters FDR 2 to Sweazey FDR 2.
2. Close Padmount Switch P300(P23). Passwaters FDR 3 to Sweazey FDR 2.
3. Close Air Break Switch 41(P302). Passwaters FDR 4 to Sweazey FDR 2.
4. Close Air Break Switch 8(106). Passwaters FDR 1 to Bowman FDR 5.
5. Close Air Break Switch 6(107). Bowman FDR 5 and Sweazey FDR 2 paralleled.
6. Open Air Break Switch 3(106A). Split Passwaters FDR 1 between Bowman FDR 5 & Sweazey FDR 2.





Voltage Drop	
No Problem	
Generator Out of Kvar Limits	
Voltage < 114 volts	
Voltage > 118.5 volts	
Power Factor < 80 %	
Overhead 1Ph > 80 %	
Overhead 2Ph > 80 %	
Overhead 3Ph > 80 %	
Underground 1Ph > 80 %	
Underground 2Ph > 80 %	
Underground 3Ph > 80 %	
Regulator > 80 %	
Transformer > 80 %	
Source > 80 %	
Device > 80 %	
Series Capacitor > 80 %	
Active	
Disconnected	
Selected	
Background	

- Webster City Municipal Utilities

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3	Scenario Selection
Loss of Bowman Sub 15 kV Bus	

System Analysis Configuration
Existing System & Loading

80
100

= 80% Capacity Warning

= 100% Capacity Violation

+3.5

= +3.5 Voltage Drop Violation Urban

+8.0

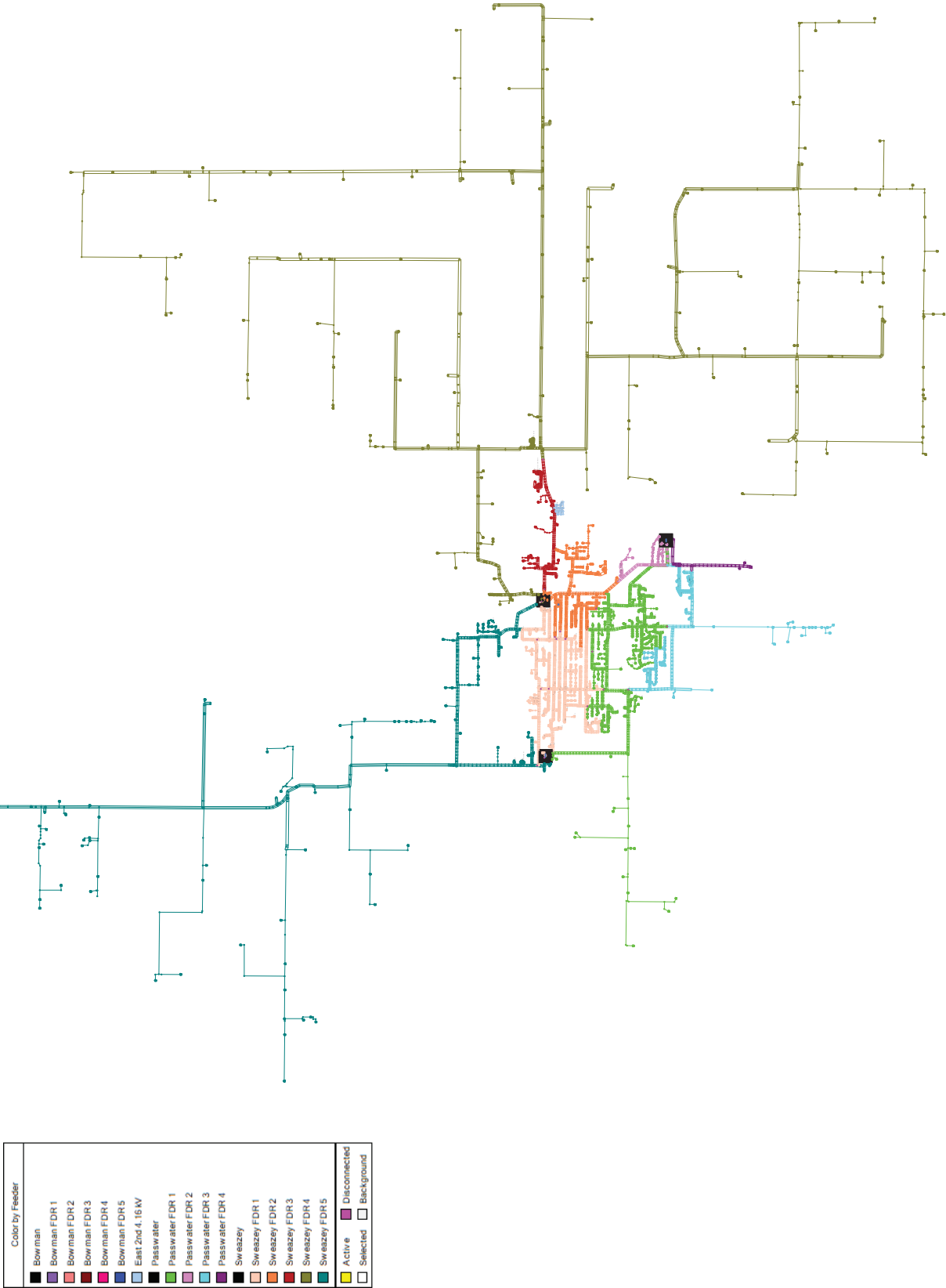
= +8.0 Voltage Drop Violation Rural

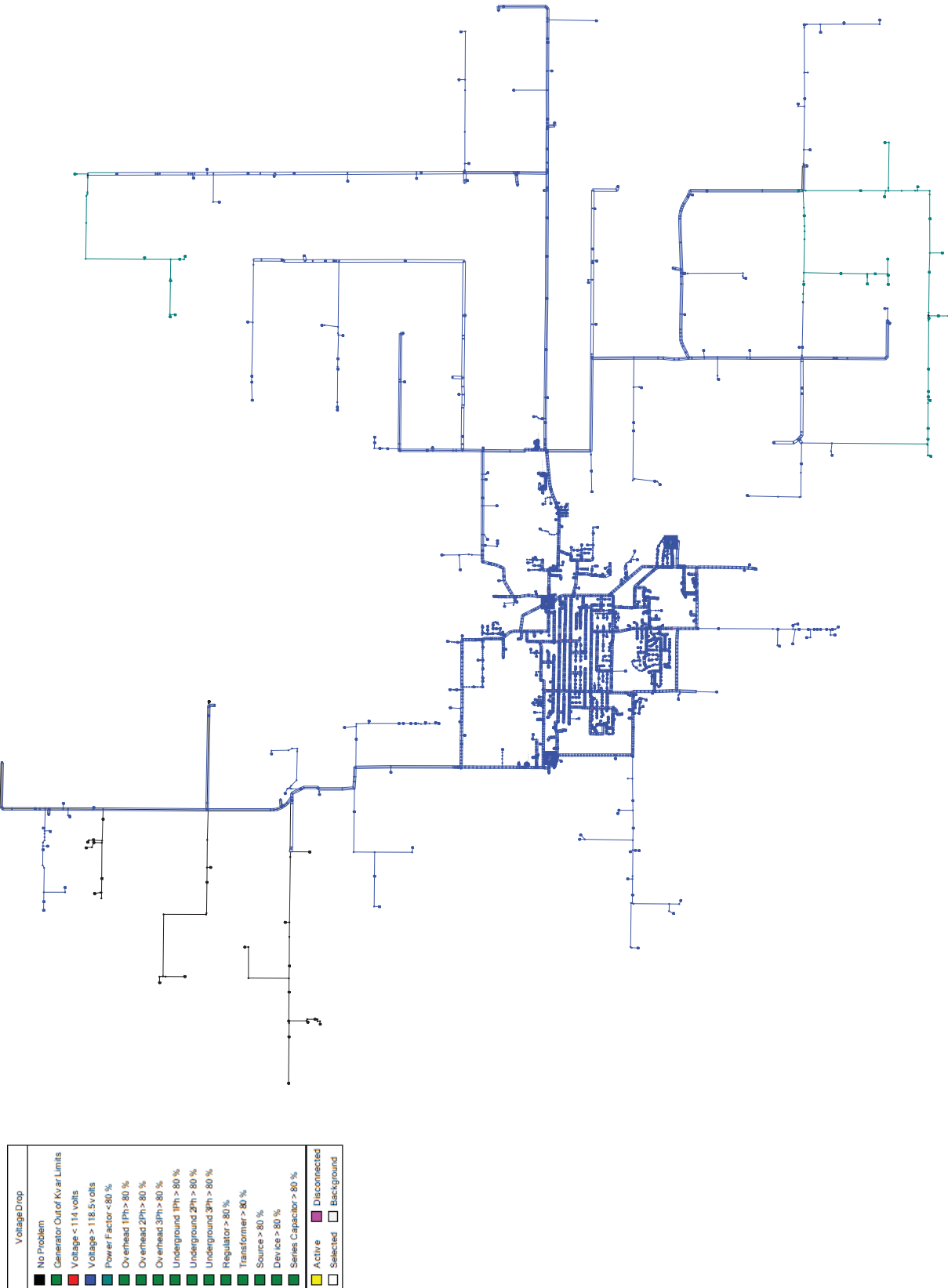
Scenario	Transformer	Ratings (kVA)		Phase Amps				Max V Drop				kVA	kW	kVAR	PF
		Base	Top	AØ	BØ	CØ		AØ	BØ	CØ					
3	Sweazey Transformer	12,000	20,000	736	726	690		4.01	5.02	4.11		16,500	15,389	5,954	93.3%
3	Passwaters Transformer	12,000	22,400	411	356	396		2.42	1.69	2.07		8,845	8,322	2,996	94.1%
3	Bowman Transformer	12,000	20,000	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
TOTALS				1147	1083	1086		4.01	5.02	4.11		25,343	23,711	8,950	93.6%

Scenario	Circuit	Phase Amps				Max V Drop				kVA	kW	kVAR	PF
		AØ	BØ	CØ		AØ	BØ	CØ					
3	Sweazey FDR 1	302	292	275		1.90	2.10	1.14		6,731	6,190	2,643	92.0%
3	Sweazey FDR 2	112	106	104		0.28	0.38	0.23		2,495	2,290	990	91.8%
3	Sweazey FDR 3	115	121	98		1.36	1.54	0.75		2,588	2,201	1,362	85.0%
3	Sweazey FDR 4	83	66	85		4.01	1.23	4.11		1,804	1,803	59	99.9%
3	Sweazey FDR 5	123	141	129		3.92	5.02	2.36		3,041	2,905	900	95.5%
3	Passwaters FDR 1	242	209	236		2.42	1.69	2.07		5,316	5,116	1,446	96.2%
3	Passwaters FDR 2	10	7	16		0.04	0.04	0.11		257	252	51	98.0%
3	Passwaters FDR 3	115	97	99		1.16	0.54	0.62		2,400	1,988	1,345	82.8%
3	Passwaters FDR 4	44	44	44		0.64	0.60	0.52		978	966	153	98.8%
3	Bowman FDR 1	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
3	Bowman FDR 2	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
3	Bowman FDR 3	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
3	Bowman FDR 4	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
3	Bowman FDR 5	0	0	0		0.00	0.00	0.00		-	-	-	0.0%

Switching:

1. Close Air Break Switch 29(501B). Bowman FDR 1 to Sweazey FDR 1.
2. Close Air Break Switch 38(504). Bowman FDR 2 to Sweazey FDR 5.
3. Close Air Break Switch 22(1216). Bowman FDR 3 to Sweazey FDR 1.
4. Close Air Break Switch 8(106). Bowman FDR 5 to Passwaters FDR 1.





- Webster City Municipal Utilities

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4	Scenario Selection
Loss of Sweazey Sub 69-13.2 kV Xfmr	

System Analysis Configuration
Existing System & Loading

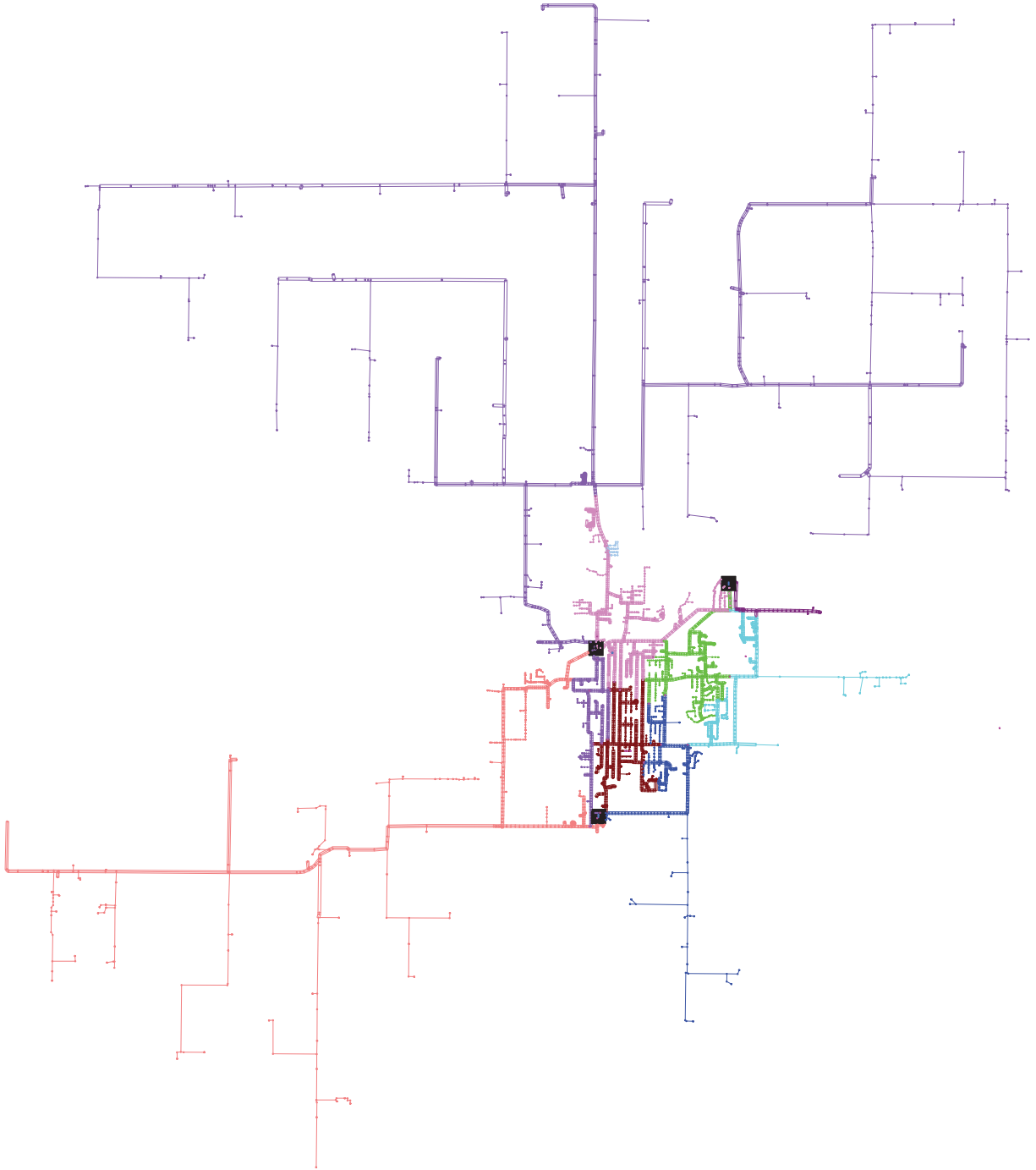
80	= 80% Capacity Warning
100	= 100% Capacity Violation
+3.5	= +3.5 Voltage Drop Violation Urban
+8.0	= +8.0 Voltage Drop Violation Rural

Scenario	Transformer	Ratings (kVA)		Substation	Phase Amps			Max V Drop			kVA	kW	kVAR	PF
		Base	Top		AØ	BØ	CØ	AØ	BØ	CØ				
4	Sweazey Transformer	12,000	20,000	Sweazey Substation	0	0	0	0.00	0.00	0.00	-	-	-	0.0%
4	Passwaters Transformer	12,000	22,400	Passwaters Substation	565	539	538	3.77	4.26	1.94	12,555	11,432	5,191	91.1%
4	Bowman Transformer	12,000	20,000	Bowman Substation	593	547	557	7.63	3.71	6.61	13,111	12,493	3,979	95.3%
				TOTALS	1158	1086	1094	3.77	4.26	6.61	25,622	23,925	9,171	93.2%

Scenario	Circuit	Phase Amps			Max V Drop			kVA	kW	kVAR	PF
		AØ	BØ	CØ	AØ	BØ	CØ				
4	Sweazey FDR 1	0	0	0	0.00	0.00	0.00	-	-	-	0.0%
4	Sweazey FDR 2	0	0	0	0.00	0.00	0.00	-	-	-	0.0%
4	Sweazey FDR 3	0	0	0	0.00	0.00	0.00	-	-	-	0.0%
4	Sweazey FDR 4	0	0	0	0.00	0.00	0.00	-	-	-	0.0%
4	Sweazey FDR 5	0	0	0	0.00	0.00	0.00	-	-	-	0.0%
4	Passwaters FDR 1	166	160	175	1.25	1.39	1.28	3,870	3,676	1,210	95.0%
4	Passwaters FDR 2	240	239	219	3.77	4.26	1.94	5,406	4,802	2,483	88.8%
4	Passwaters FDR 3	115	97	99	1.16	0.54	0.61	2,400	1,988	1,345	82.8%
4	Passwaters FDR 4	44	44	44	0.65	0.60	0.52	978	966	153	98.8%
4	Bowman FDR 1	240	207	224	7.63	3.71	6.61	5,195	4,950	1,579	95.3%
4	Bowman FDR 2	121	139	128	2.55	3.22	1.56	3,005	2,880	856	95.9%
4	Bowman FDR 3	156	153	144	1.06	1.16	0.65	3,512	3,247	1,337	92.5%
4	Bowman FDR 4	0	0	0	0.00	0.00	0.00	-	-	-	0.0%
4	Bowman FDR 5	76	48	61	1.01	0.31	0.54	1,431	1,416	206	99.0%

Switching:

1. Open Main Breaker and Sweazey FDR 2, 3 and 5.
2. Close Air Break Switch 29(501B). Sweazey FDR 1 and FDR 4 to Bowman FDR 1.
3. Close Air Break Switch 7(222). Sweazey FDR 2 to Passwaters FDR 2.
4. Close Air Break Switch 17(130). Sweazey FDR 3 to Passwaters FDR 2.
5. Close Air Break Switch 38(504). Sweazey FDR 5 to Bowman FDR 2.



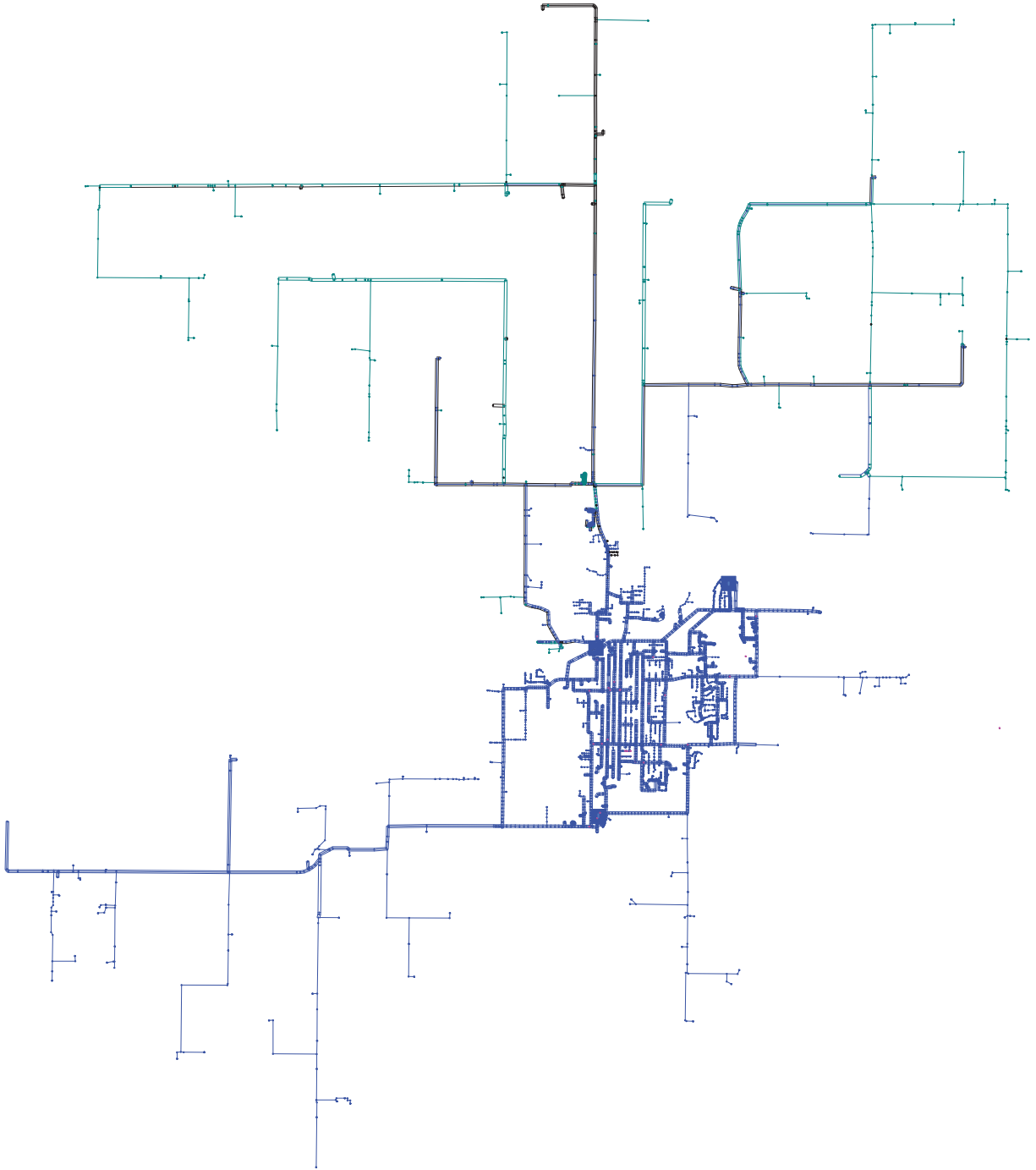


Table of Contents

- Webster City Municipal Utilities
- DGR Project No.: 428402



Scenario Legend

Scenario	Existing System & Proposed Loading
0	System Intact - Peak Loading
1	Loss of Sweazey Sub 15 kV Main Bus
2	Loss of Passwaters Sub 15 kV Bus
3	Loss of Bowman Sub 15 kV Bus
4	Loss of Sweazey Sub 69-13.2 kV Xfmr

0	Scenario Selection
System Intact - Peak Loading	

System Analysis Configuration

Existing System & Proposed Loading

80
100

= 80% Capacity Warning

= 100% Capacity Violation

+3.5

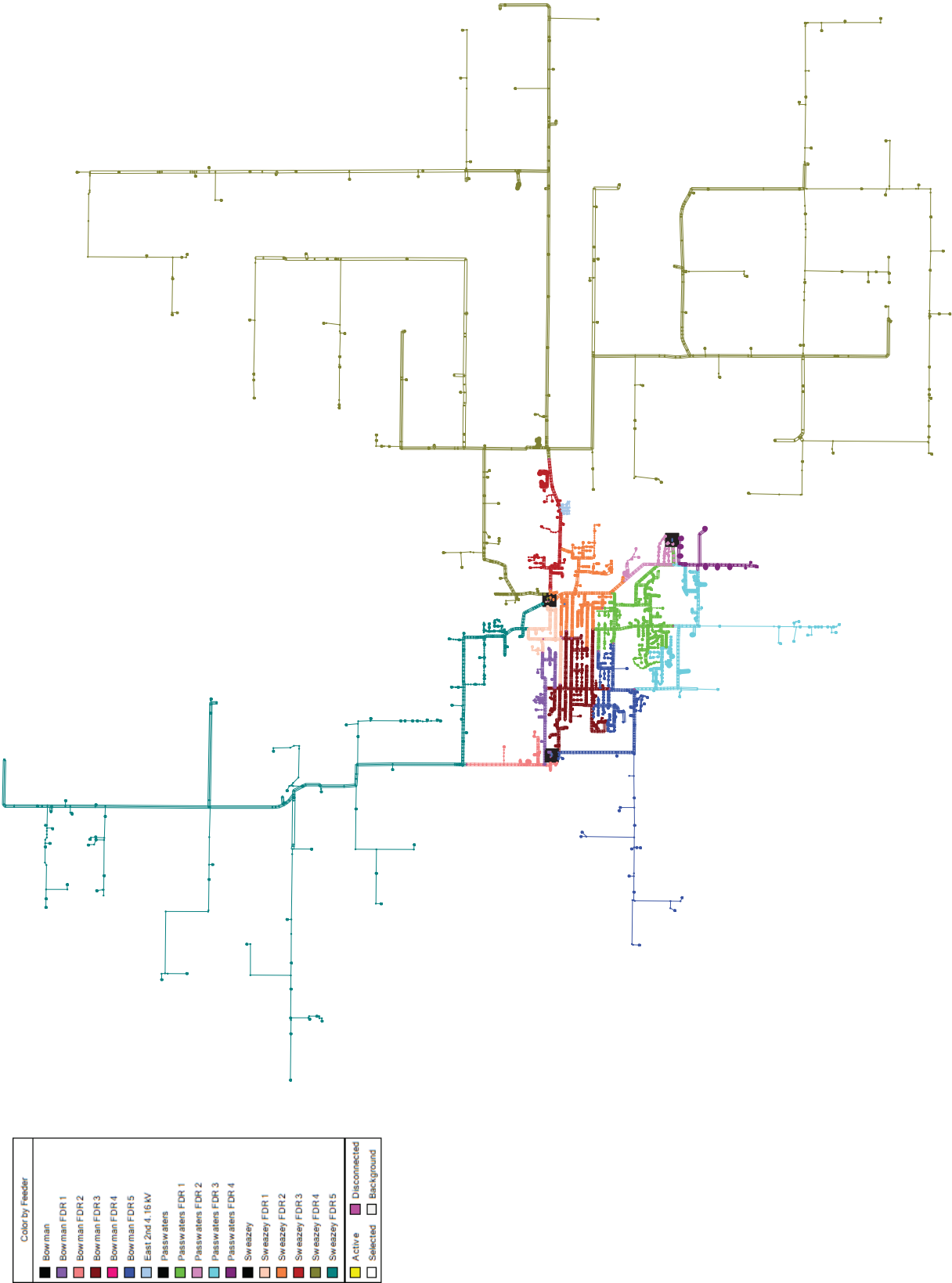
= +3.5 Voltage Drop Violation Urban

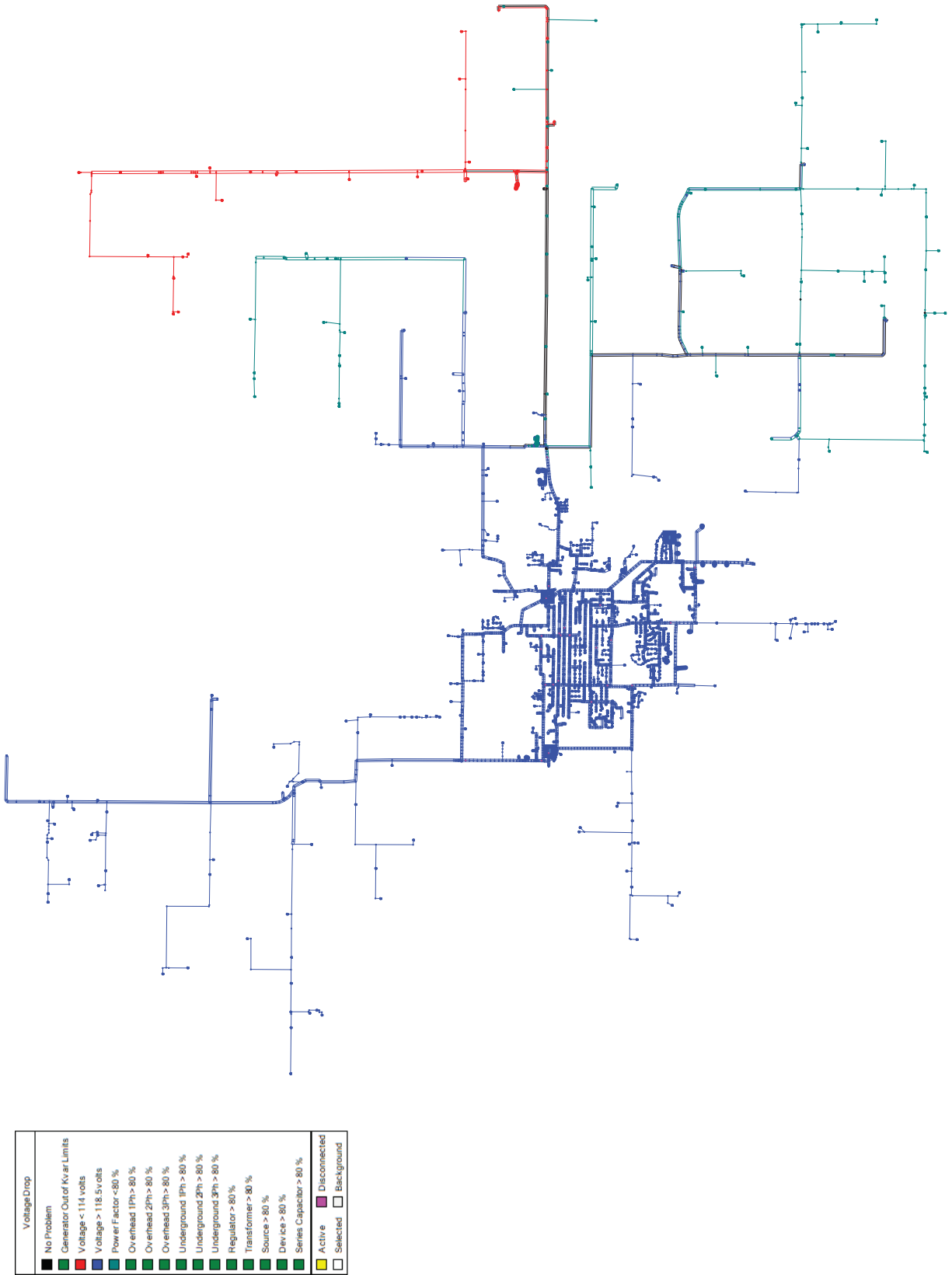
+8.0

= +8.0 Voltage Drop Violation Rural

Scenario	Transformer	Ratings (kVA)		Phase Amps				Max V Drop				kVA	kW	kVAR	PF
		Base	Top	AØ	BØ	CØ	Substation	AØ	BØ	CØ	Substation				
0	Sweazey Transformer	12,000	20,000	542	532	516	Sweazey Substation	542	532	516	Sweazey Substation	12,241	11,439	4,357	93.5%
0	Passwaters Transformer	12,000	22,400	586	548	575	Passwaters Substation	586	548	575	Passwaters Substation	13,089	12,762	2,905	97.5%
0	Bowman Transformer	12,000	20,000	394	361	359	Bowman Substation	394	361	359	Bowman Substation	8,571	8,055	2,928	94.0%
TOTALS				1521	1441	1450		1521	1441	1450		33,828	32,257	10,190	95.2%

Scenario	Circuit	Phase Amps				Max V Drop				kVA	kW	kVAR	PF
		AØ	BØ	CØ	Substation	AØ	BØ	CØ	Substation				
0	Sweazey FDR 1	104	98	94	Sweazey Substation	104	98	94	Sweazey Substation	2,294	2,106	908	91.8%
0	Sweazey FDR 2	116	111	109	Sweazey Substation	116	111	109	Sweazey Substation	2,602	2,388	1,033	91.8%
0	Sweazey FDR 3	150	156	132	Sweazey Substation	150	156	132	Sweazey Substation	3,387	3,068	1,434	90.6%
0	Sweazey FDR 4	141	117	142	Sweazey Substation	141	117	142	Sweazey Substation	3,094	2,935	979	94.9%
0	Sweazey FDR 5	31	50	40	Sweazey Substation	31	50	40	Sweazey Substation	943	943	2	100.0%
0	Passwaters FDR 1	184	178	194	Passwaters Substation	184	178	194	Passwaters Substation	4,300	4,111	1,262	95.6%
0	Passwaters FDR 2	23	20	30	Passwaters Substation	23	20	30	Passwaters Substation	566	563	55	99.5%
0	Passwaters FDR 3	184	155	157	Passwaters Substation	184	155	157	Passwaters Substation	3,834	3,562	1,419	92.9%
0	Passwaters FDR 4	195	195	195	Passwaters Substation	195	195	195	Passwaters Substation	4,529	4,526	170	99.9%
0	Bowman FDR 1	47	45	41	Bowman Substation	47	45	41	Bowman Substation	1,022	932	419	91.2%
0	Bowman FDR 2	97	97	96	Bowman Substation	97	97	96	Bowman Substation	2,246	2,058	898	91.7%
0	Bowman FDR 3	163	159	151	Bowman Substation	163	159	151	Bowman Substation	3,662	3,386	1,396	92.4%
0	Bowman FDR 4	0	0	0	Bowman Substation	0	0	0	Bowman Substation	-	-	-	0.0%
0	Bowman FDR 5	87	59	72	Bowman Substation	87	59	72	Bowman Substation	1,693	1,679	216	99.2%





- Webster City Municipal Utilities

- DGR Project No.: 428402

1	Scenario Selection
1	Loss of Sweazey Sub 15 kV Main Bus

System Analysis Configuration

Existing System & Proposed Loading

80
100

= 80% Capacity Warning

= 100% Capacity Violation

+3.5

= +3.5 Voltage Drop Violation Urban

+8.0

= +8.0 Voltage Drop Violation Rural

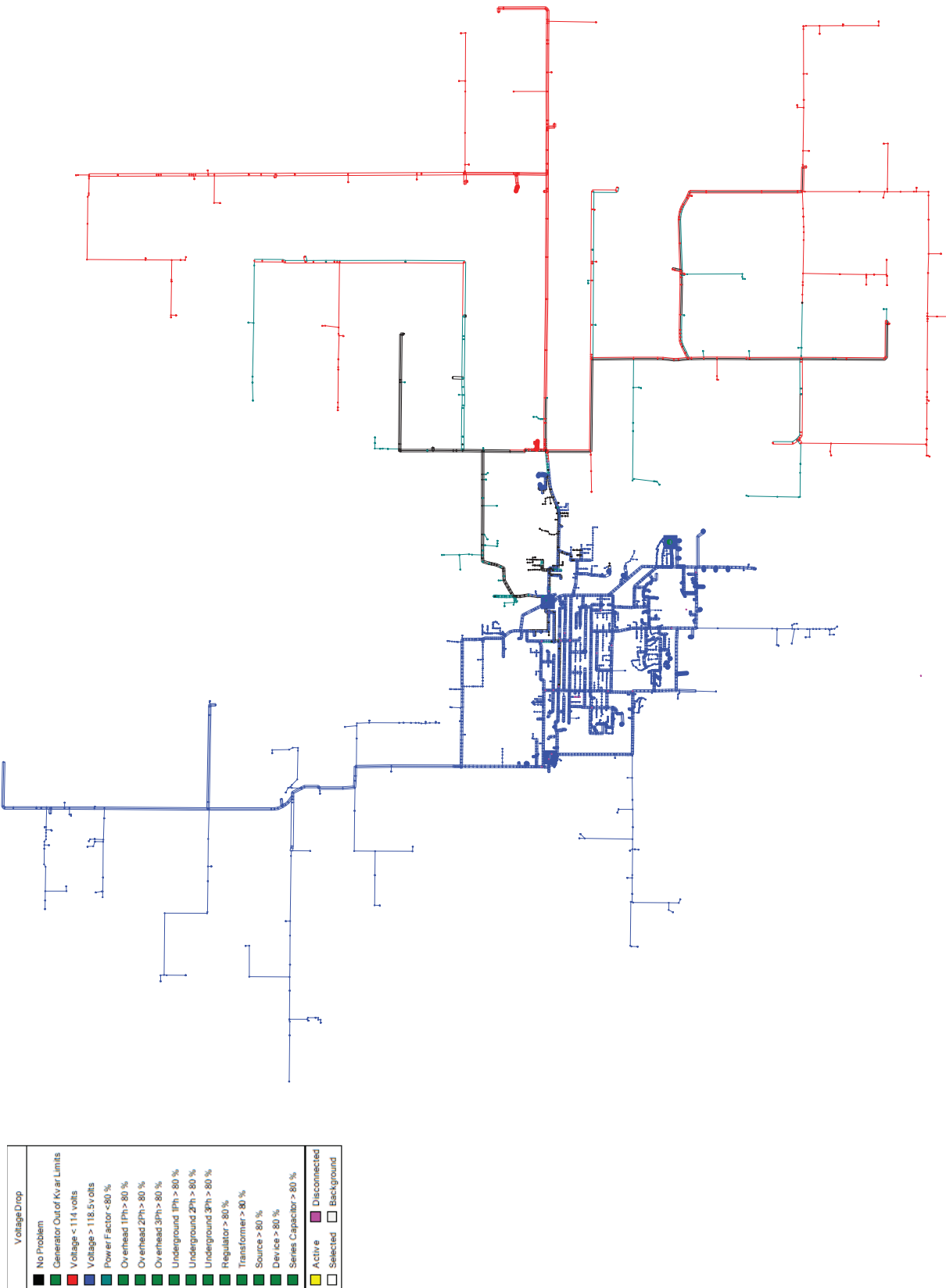
Scenario	Transformer	Ratings (kVA)		Phase Amps				Max V Drop				kVA	kW	kVAR	PF
		Base	Top	AØ	BØ	CØ		AØ	BØ	CØ					
1	Sweazey Transformer	12,000	20,000	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
1	Passwaters Transformer	12,000	22,400	801	795	787		4.70	5.24	2.38		18,206	17,381	5,417	95.5%
1	Bowman Transformer	12,000	20,000	736	659	672		13.82	11.26	13.22		15,848	15,094	4,828	95.2%
	TOTALS			1537	1454	1459		13.82	11.26	13.22		34,053	32,475	10,245	95.4%

Scenario	Circuit	Phase Amps				Max V Drop				kVA	kW	kVAR	PF
		AØ	BØ	CØ		AØ	BØ	CØ					
1	Sweazey FDR 1	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
1	Sweazey FDR 2	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
1	Sweazey FDR 3	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
1	Sweazey FDR 4	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
1	Sweazey FDR 5	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
1	Passwaters FDR 1	184	178	194		1.34	1.49	1.37		4,300	4,111	1,262	95.6%
1	Passwaters FDR 2	294	293	272		4.70	5.24	2.38		6,652	6,106	2,641	91.8%
1	Passwaters FDR 3	127	129	127		0.79	0.69	0.77		2,961	2,638	1,345	89.1%
1	Passwaters FDR 4	195	195	195		1.28	1.17	1.01		4,529	4,526	170	99.9%
1	Bowman FDR 1	302	267	284		13.82	11.26	13.22		6,610	6,101	2,544	92.3%
1	Bowman FDR 2	127	145	133		2.68	3.38	1.65		3,136	3,003	902	95.8%
1	Bowman FDR 3	163	159	151		1.11	1.21	0.68		3,662	3,386	1,396	92.4%
1	Bowman FDR 4	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
1	Bowman FDR 5	145	89	103		2.11	0.40	0.70		2,604	2,604	(14)	100.0%

Switching:

1. Open Main Breaker and Sweazey FDR 1,2, 3,4 and 5.
2. Close Transfer Bus Switches FDR 1 and 4.
3. Close Air Break Switch 29(501B). Sweazey FDR 1 and FDR 4 to Bowman FDR 1.
4. Close Air Break Switch 7(222). Sweazey FDR 2 to Passwaters FDR 2.
5. Close Air Break Switch 17(130). Sweazey FDR 3 to Passwaters FDR 2.
6. Close Air Break Switch 38(504). Sweazey FDR 5 to Bowman FDR 2.





- Webster City Municipal Utilities

- DGR Project No.: 428402

2	Scenario Selection
Loss of Passwaters Sub 15 kV Bus	

System Analysis Configuration
Existing System & Proposed Loading

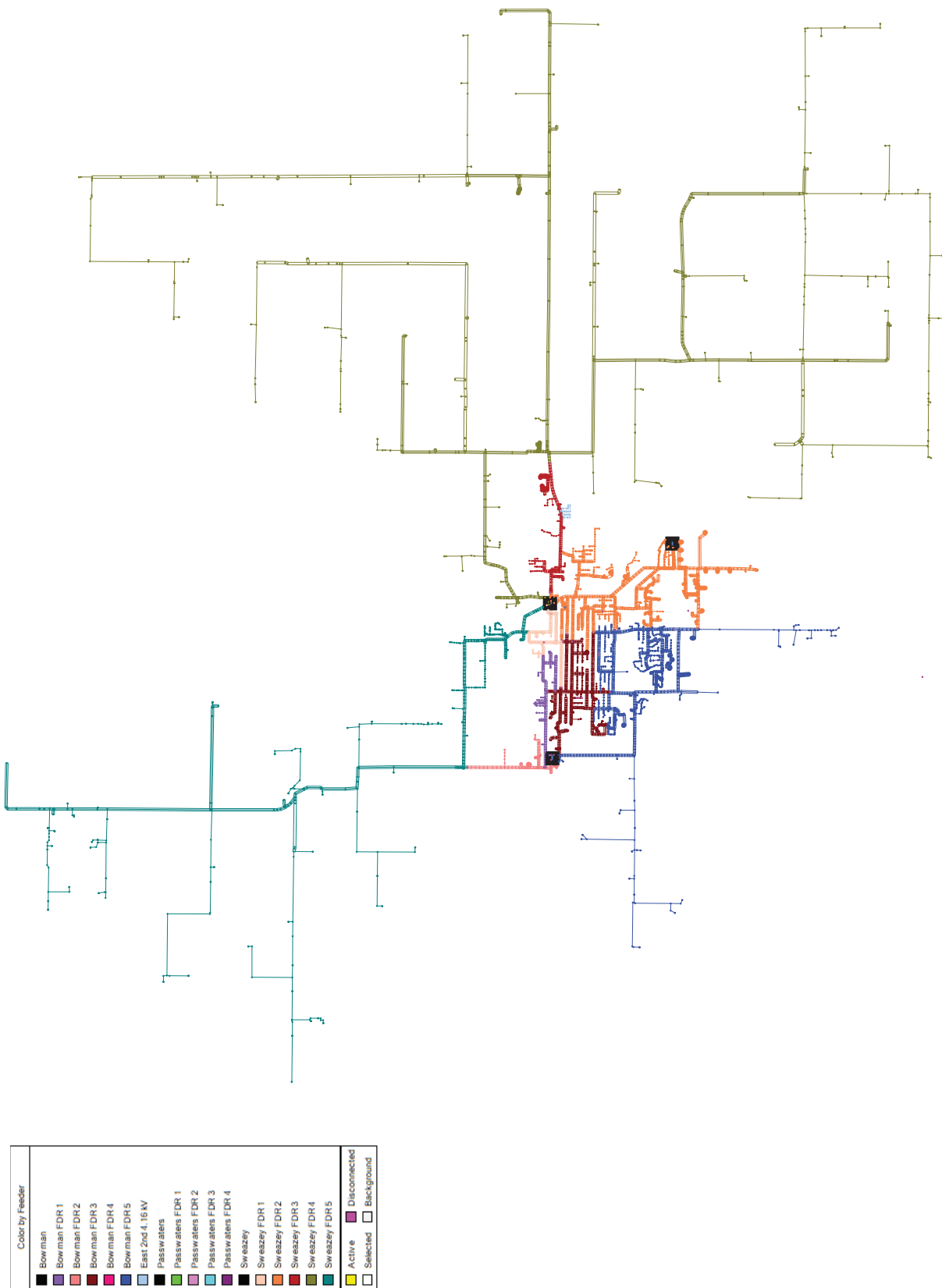
80	= 80% Capacity Warning
100	= 100% Capacity Violation
+3.5	= +3.5 Voltage Drop Violation Urban
+8.0	= +8.0 Voltage Drop Violation Rural

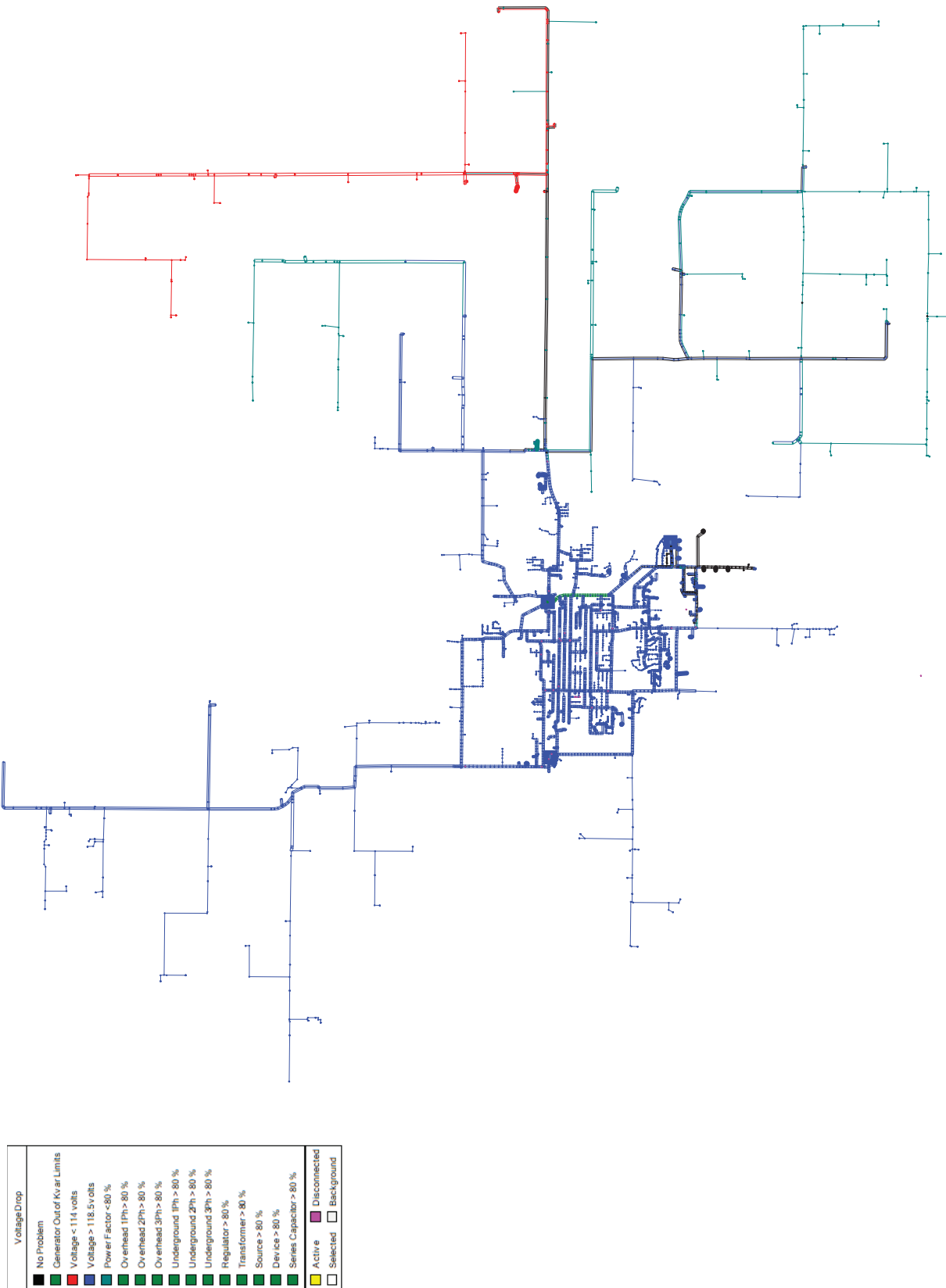
Scenario	Transformer	Ratings (kVA)		Phase Amps				Max V Drop				kVA	kW	kVAR	PF
		Base	Top	AØ	BØ	CØ		AØ	BØ	CØ					
2	Sweazey Transformer	12,000	20,000	1024	1008	999		9.02	7.55	9.87		23,393	23,253	7,123	95.3%
2	Passwaters Transformer	12,000	22,400	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
2	Bowman Transformer	12,000	20,000	504	441	452		2.62	1.59	1.66		10,713	10,246	3,128	95.6%
	TOTALS			1528	1449	1451		9.02	7.55	9.87		34,105	32,529	10,248	95.4%

Scenario	Circuit	Phase Amps				Max V Drop				kVA	kW	kVAR	PF
		AØ	BØ	CØ		AØ	BØ	CØ					
2	Sweazey FDR 1	104	98	94		0.35	0.30	0.21		2,294	2,106	908	91.8%
2	Sweazey FDR 2	599	587	591		6.02	6.29	3.98		13,765	13,231	3,798	96.1%
2	Sweazey FDR 3	150	156	132		1.84	2.05	1.02		3,387	3,068	1,434	90.6%
2	Sweazey FDR 4	141	117	142		9.02	7.55	9.87		3,094	2,935	979	94.9%
2	Sweazey FDR 5	31	50	40		2.58	3.45	1.58		943	943	2	100.0%
2	Passwaters FDR 1	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
2	Passwaters FDR 2	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
2	Passwaters FDR 3	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
2	Passwaters FDR 4	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
2	Bowman FDR 1	47	45	41		0.36	0.30	0.22		1,022	932	419	91.2%
2	Bowman FDR 2	97	97	96		0.26	0.26	0.18		2,246	2,058	898	91.7%
2	Bowman FDR 3	163	159	151		1.10	1.21	0.68		3,662	3,386	1,396	92.4%
2	Bowman FDR 4	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
2	Bowman FDR 5	197	140	165		2.62	1.59	1.66		3,892	3,870	416	99.4%

Switching:

1. Close Air Break Switch 7(222). Passwaters FDR 2 to Sweazey FDR 2.
2. Close Padmount Switch P300(P23). Passwaters FDR 3 to Sweazey FDR 2.
3. Close Air Break Switch 41(P302). Passwaters FDR 4 to Sweazey FDR 2.
4. Close Air Break Switch 8(106). Passwaters FDR 1 to Bowman FDR 5.
5. Close Air Break Switch 6(107). Bowman FDR 5 and Sweazey FDR 2 paralleled.
6. Open Air Break Switch 3(106A). Split Passwaters FDR 1 between Bowman FDR 5 & Sweazey FDR 2.
7. Close cutouts at Switch 70(P306). Bowman FDR 5 and Sweazey FDR 2 paralleled.
8. Open Air Break Switch 13(P303). Shift load to Bowman FDR 5 from Sweazey FDR 2.





- Webster City Municipal Utilities

- DGR Project No.: 428402

3	Scenario Selection
Loss of Bowman Sub 15 kV Bus	

System Analysis Configuration

Existing System & Proposed Loading

80
100

= 80% Capacity Warning

= 100% Capacity Violation

+3.5

= +3.5 Voltage Drop Violation Urban

+8.0

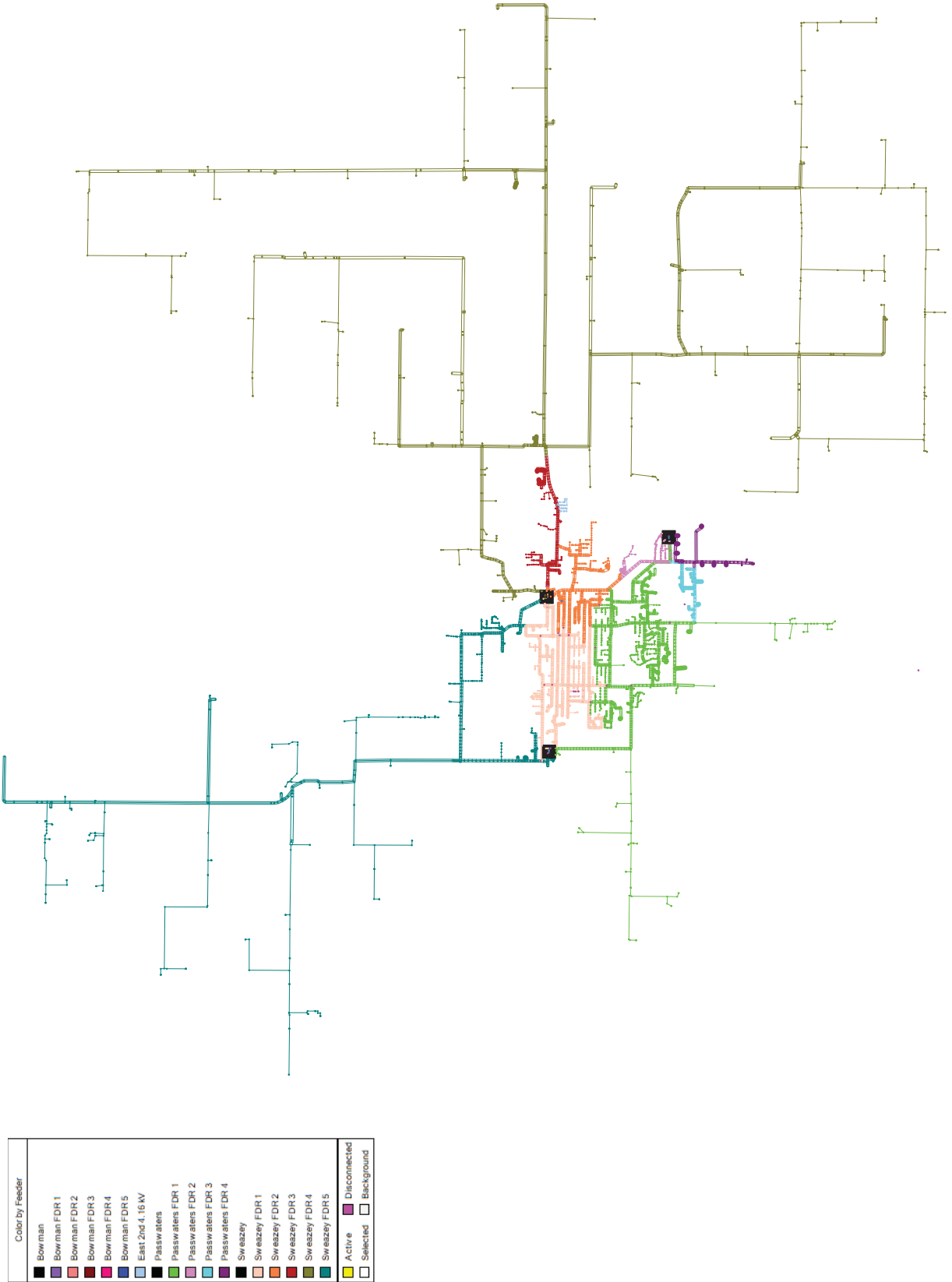
= +8.0 Voltage Drop Violation Rural

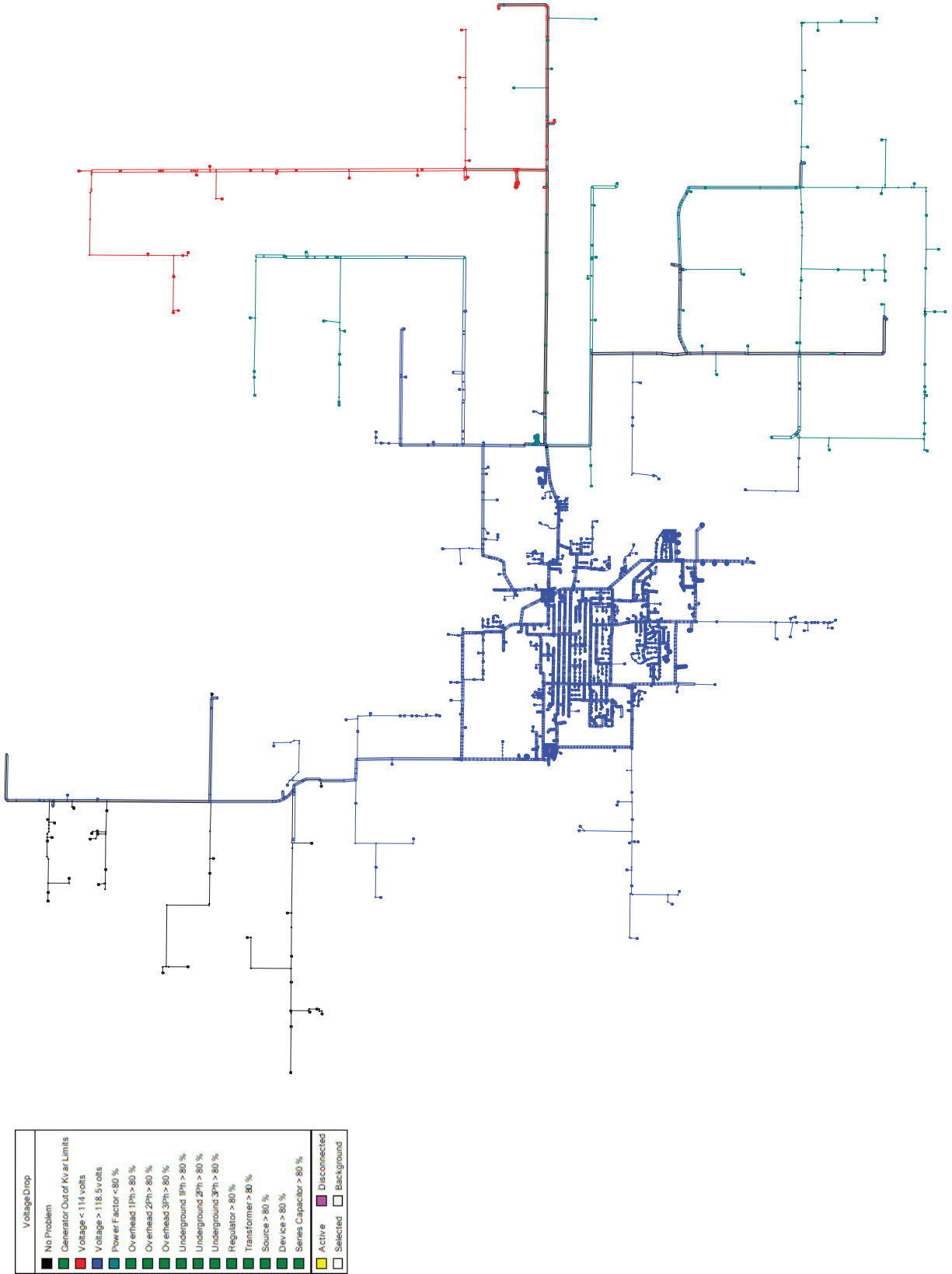
Scenario	Transformer	Ratings (kVA)		Phase Amps				Max V Drop				kVA	kW	kVAR	PF
		Base	Top	AØ	BØ	CØ	Substation	AØ	BØ	CØ					
3	Sweazey Transformer	12,000	20,000	851	836	803	Sweazey Substation	9.02	7.55	9.87		19,255	17,876	7,156	92.8%
3	Passwaters Transformer	12,000	22,400	675	608	648	Passwaters Substation	2.72	1.97	2.24		14,812	14,471	3,160	97.7%
3	Bowman Transformer	12,000	20,000	0	0	0	Bowman Substation	0.00	0.00	0.00		-	-	-	0.0%
TOTALS				1525	1443	1451		9.02	7.55	9.87		33,952	32,347	10,317	95.0%

Scenario	Circuit	Phase Amps				Max V Drop				kVA	kW	kVAR	PF
		AØ	BØ	CØ	Substation	AØ	BØ	CØ					
3	Sweazey FDR 1	315	304	287	Sweazey Substation	1.99	2.19	1.18		7,020	6,455	2,760	91.9%
3	Sweazey FDR 2	116	111	109	Sweazey Substation	0.29	0.40	0.24		2,602	2,388	1,033	91.8%
3	Sweazey FDR 3	150	156	132	Sweazey Substation	1.84	2.05	1.02		3,387	3,068	1,434	90.6%
3	Sweazey FDR 4	141	117	142	Sweazey Substation	9.02	7.55	9.87		3,094	2,935	979	94.9%
3	Sweazey FDR 5	129	147	134	Sweazey Substation	4.11	5.26	2.48		3,176	3,030	949	95.4%
3	Passwaters FDR 1	273	238	266	Passwaters Substation	2.72	1.97	2.24		6,014	5,820	1,517	96.8%
3	Passwaters FDR 2	23	20	30	Passwaters Substation	0.11	0.11	0.13		566	563	55	99.5%
3	Passwaters FDR 3	184	155	157	Passwaters Substation	2.07	0.79	1.00		3,834	3,562	1,419	92.9%
3	Passwaters FDR 4	195	195	195	Passwaters Substation	1.28	1.17	1.02		4,529	4,526	170	99.9%
3	Bowman FDR 1	0	0	0	Bowman Substation	0.00	0.00	0.00		-	-	-	0.0%
3	Bowman FDR 2	0	0	0	Bowman Substation	0.00	0.00	0.00		-	-	-	0.0%
3	Bowman FDR 3	0	0	0	Bowman Substation	0.00	0.00	0.00		-	-	-	0.0%
3	Bowman FDR 4	0	0	0	Bowman Substation	0.00	0.00	0.00		-	-	-	0.0%
3	Bowman FDR 5	0	0	0	Bowman Substation	0.00	0.00	0.00		-	-	-	0.0%

Switching:

1. Close Air Break Switch 29(501B). Bowman FDR 1 to Sweazey FDR 1.
2. Close Air Break Switch 38(504). Bowman FDR 2 to Sweazey FDR 5.
3. Close Air Break Switch 22(1216). Bowman FDR 3 to Sweazey FDR 1.
4. Close Air Break Switch 8(106). Bowman FDR 5 to Passwaters FDR 1.





- Webster City Municipal Utilities

- DGR Project No.: 428402

4	Scenario Selection
Loss of Sweazey 69-13.2 kV Xfmr	

System Analysis Configuration

Existing System & Proposed Loading

80
100

= 80% Capacity Warning

= 100% Capacity Violation

+3.5

= +3.5 Voltage Drop Violation Urban

+8.0

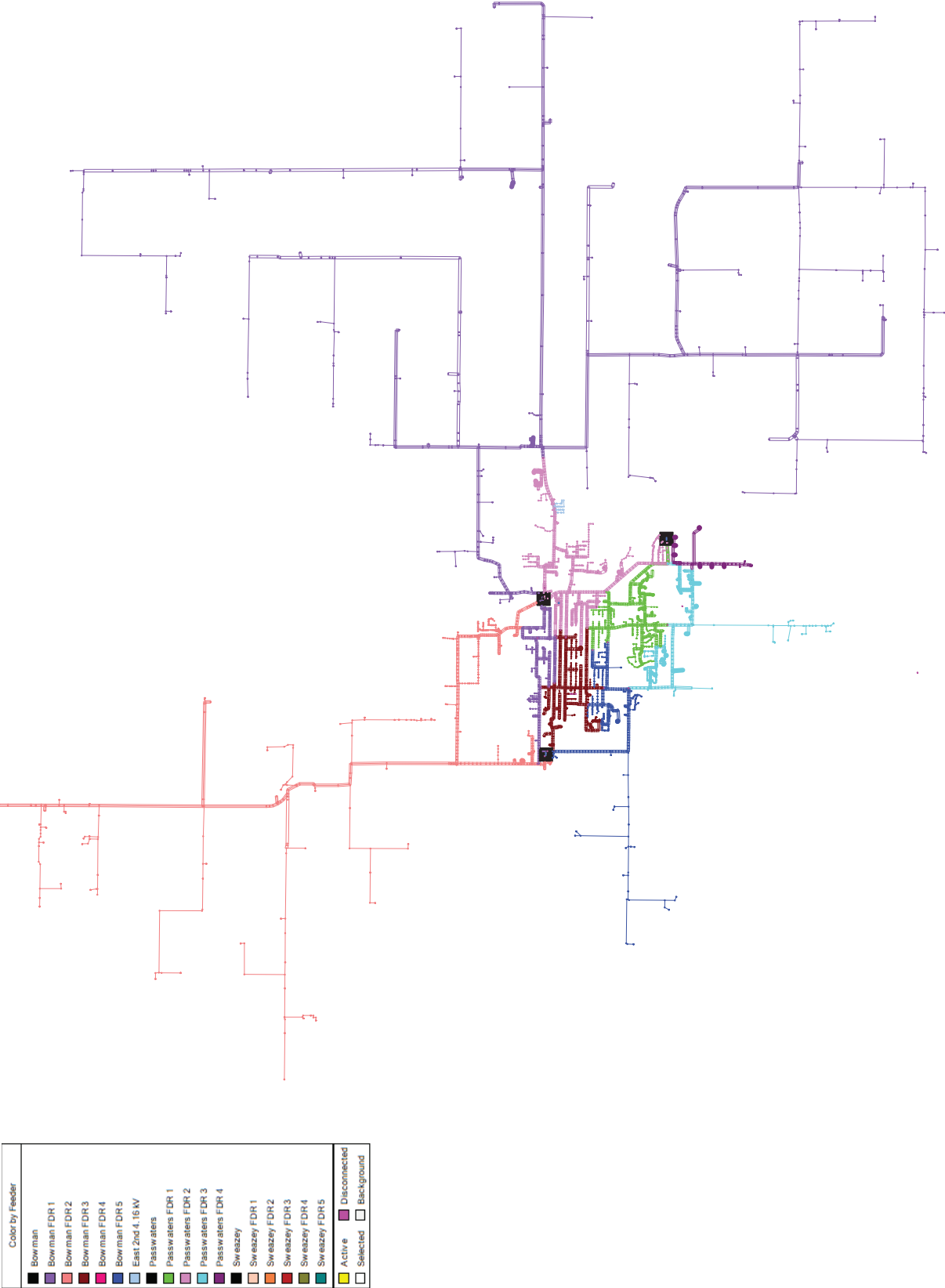
= +8.0 Voltage Drop Violation Rural

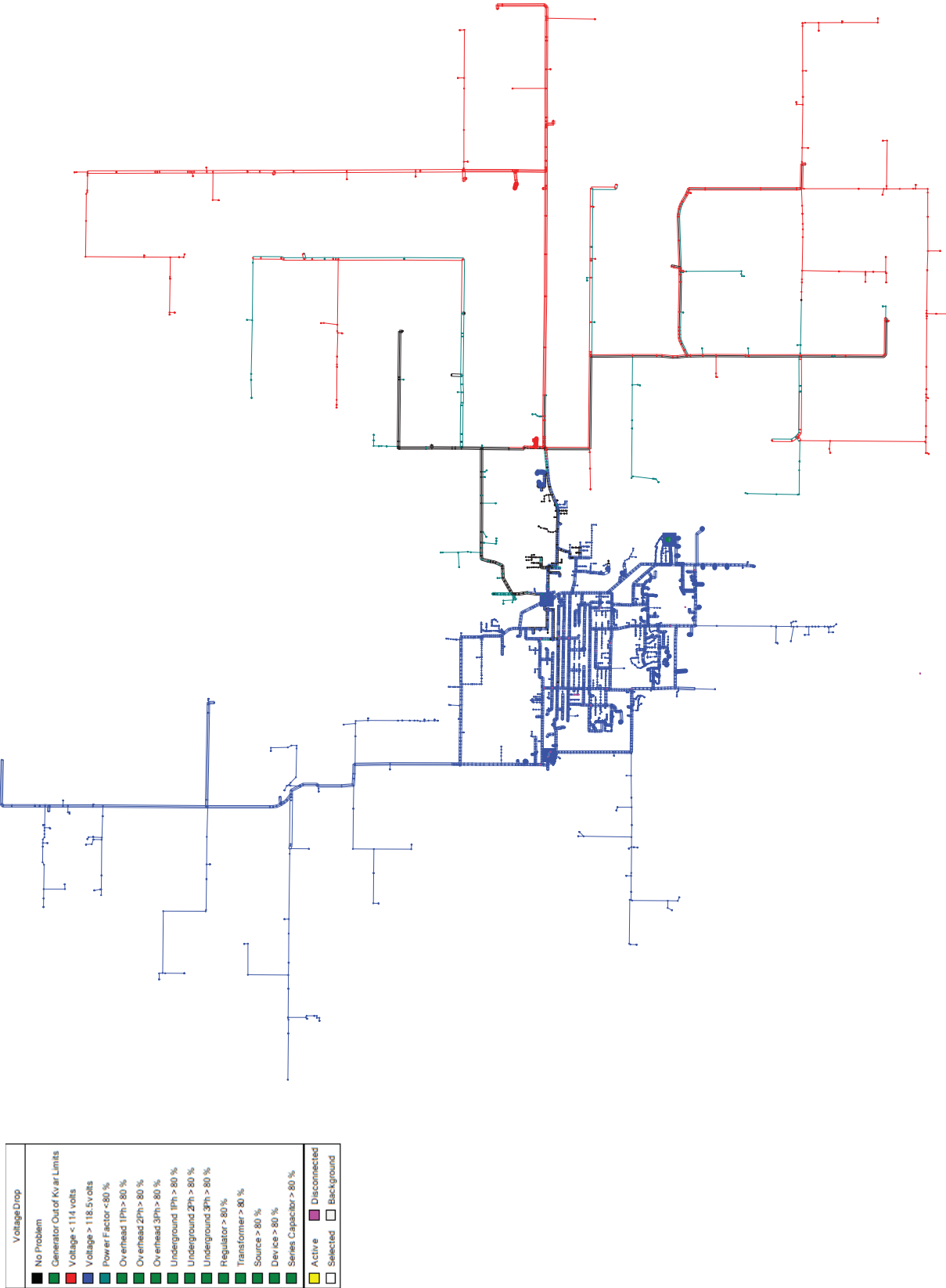
Scenario	Transformer	Ratings (kVA)		Phase Amps				Max V Drop				kVA	kW	kVAR	PF
		Base	Top	AØ	BØ	CØ		AØ	BØ	CØ					
4	Sweazey Transformer	12,000	20,000	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
4	Passwaters Transformer	12,000	22,400	801	795	787		4.70	5.24	2.38		18,206	17,381	5,417	95.5%
4	Bowman Transformer	12,000	20,000	736	659	672		13.82	11.26	13.22		15,848	15,094	4,828	95.2%
	TOTALS			1537	1454	1459		13.82	11.26	13.22		34,053	32,475	10,245	95.4%

Scenario	Circuit	Phase Amps				Max V Drop				kVA	kW	kVAR	PF
		AØ	BØ	CØ		AØ	BØ	CØ					
4	Sweazey FDR 1	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
4	Sweazey FDR 2	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
4	Sweazey FDR 3	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
4	Sweazey FDR 4	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
4	Sweazey FDR 5	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
4	Passwaters FDR 1	184	178	194		1.34	1.49	1.37		4,300	4,111	1,262	95.6%
4	Passwaters FDR 2	294	293	272		4.70	5.24	2.38		6,652	6,106	2,641	91.8%
4	Passwaters FDR 3	127	129	127		0.79	0.69	0.77		2,961	2,638	1,345	89.1%
4	Passwaters FDR 4	195	195	195		1.28	1.17	1.01		4,529	4,526	170	99.9%
4	Bowman FDR 1	302	267	284		13.82	11.26	13.22		6,610	6,101	2,544	92.3%
4	Bowman FDR 2	127	145	133		2.68	3.38	1.65		3,136	3,003	902	95.8%
4	Bowman FDR 3	163	159	151		1.11	1.21	0.68		3,662	3,386	1,396	92.4%
4	Bowman FDR 4	0	0	0		0.00	0.00	0.00		-	-	-	0.0%
4	Bowman FDR 5	145	89	103		2.11	0.40	0.70		2,604	2,604	(14)	100.0%

Switching:

1. Open Main Breaker and Sweazey FDR 2, 3 and 5.
2. Close Air Break Switch 29(501B). Sweazey FDR 1 and FDR 4 to Bowman FDR 1.
3. Close Air Break Switch 7(222). Sweazey FDR 2 to Passwaters FDR 2.
4. Close Air Break Switch 17(130). Sweazey FDR 3 to Passwaters FDR 2.
5. Close Air Break Switch 38(504). Sweazey FDR 5 to Bowman FDR 2.





RESOLUTION NO. 2011 - 118

**AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER
INTO A LONG TERM WHOLESALE FIRM POWER CONTRACT WITH CORN
BELT POWER COOPERATIVE THROUGH NORTH IOWA MUNICIPAL
ELECTRIC COOPERATIVE ASSOCIATION**

WHEREAS, the City Council of the City of Webster City, Iowa, desires to enter into a Long Term Wholesale Firm Power Contract with Corn Belt Power Cooperative through North Iowa Municipal Electric Cooperative Association all as authorized by law; and,

WHEREAS, provisions are outlined in a Wholesale Firm Power contract and the contract has been reviewed and approved by the City's legal counsel and bonding counsel.

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 enter into a Long Term Wholesale Firm Power Contract with Corn Belt Power Cooperative through North Iowa Municipal Electric Cooperative Association.

Passed and adopted this 19th day of September, 2011.

CITY OF WEBSTER CITY, IOWA



Janet Adams, Mayor

ATTEST:



Karyl K. Bonjour, City Clerk

1 5. Corn Belt and Webster City have, prior to the effective date of this Contract, been
2 parties to that certain Previous Contract (defined below), by which Corn Belt sold electric power
3 to NIMECA and Webster City, and by which the Parties financed portions of the costs of
4 planning, designing, constructing, expanding, and improving the generation and transmission
5 facilities whose capacities were contributed for use by a combined system, and by which such
6 Facilities have been operated by Corn Belt under the terms of the Previous Contract.

7 6. Under the Previous Contract Webster City did, on or about January 1, 1979,
8 contribute to the combined system created by the previous Contract the capacities of its
9 generation and transmission facilities and, in addition, financed and/or contributed the amount of
10 \$1,790,000.00, to obtain firm transmission capacity rights in the combined system transmission
11 facilities (1979 Webster City Financing). On or about November 1, 1989, Webster City financed
12 and/or contributed \$3,130,000.00, which was used to pay Webster City's share of the costs of
13 capital additions, expansions, and improvements to the facilities the Parties contributed to the
14 combined system created by the Previous Contract (1989 Webster City Financing). Under the
15 Previous Contract Corn Belt financed and/or contributed its proportionate share of the costs of
16 capital additions, expansions, and improvements to the combined system created by the Previous
17 Contract.

18 7. Webster City commenced litigation against Corn Belt over the interpretation of
19 the Previous Contract. Corn Belt, NIMECA and Webster City now desire to terminate the
20 Previous Contract but continue a contractual relationship whereby the capacities of the Facilities
21 are contributed to a Combined System for the Parties' mutual benefit and to terminate the
22 litigation.

1 Facility to the Combined System shall terminate when its useful life is determined to have ended
2 and the Facility is retired in accordance with Section 3.3. Subject to the provisions of Article VI,
3 the contribution by the Parties of the capacities of their respective Facilities shall not transfer or
4 otherwise affect the ownership interests of the Parties in those Facilities.

5 2.2 Use and Operation. Both Parties shall have the right to the use of the capacities of
6 the Generation Facilities and Transmission Facilities contributed to the Combined System. Corn
7 Belt shall, for the benefit of both Parties, operate, or cause to be operated, all of the Facilities
8 whose capacities are contributed to the Combined System. The Transmission Facilities shall be
9 operated as a single system. Corn Belt shall pay all costs of operating the Facilities, including
10 shutdown, demolition, removal and associated costs of any Facilities retired during the Term of
11 this Contract.

12 2.3 Maintenance. Subject to Section 3.3, Corn Belt shall maintain and repair, or
13 cause to be maintained and repaired, the Facilities whose capacities are contributed to the
14 Combined System.

15 2.4 Indemnification by Operator of Combined System. Corn Belt will indemnify and
16 hold harmless Webster City and its City Council, officers, employees and agents from and
17 against any and all claims, liabilities, losses, costs, damages, injuries or expenses (including
18 court costs and reasonable attorney's fees) by reason of any accident, personal injury, death, or
19 damage to real or personal property brought by any person, association, or corporation directly or
20 indirectly caused by the negligence or willful misconduct of Corn Belt, its employees,
21 subcontractors and agents in operations of the Combined System or in providing power, energy
22 or services under this Contract.

1 **ARTICLE III**

2 **Combined System — Expansions, Additions, Improvements and Retirements**

3 3.1 Expansions, Additions, and Improvements - Generation. All Capital Expenditures
4 to the Generating Facilities whose capacities are contributed to the Combined System shall be
5 determined by Corn Belt, based on power requirement and engineering studies, or, with respect
6 to Generating Facilities jointly owned by Corn Belt, Webster City, and third parties, by the party
7 authorized under the documents governing the ownership and operation of such Generating
8 Facilities as Agent for all of the joint owners.

9 3.2 Expansions, Additions, and Improvements - Transmission. All Capital
10 Expenditures to the Transmission Facilities whose capacities are contributed to the Combined
11 System shall be determined by Corn Belt, based on power requirement and engineering studies,
12 or, with respect to Transmission Facilities jointly owned by Corn Belt, Webster City, and third
13 parties, by the party authorized under the documents governing the ownership and operation of
14 such Transmission Facilities as Agent for all of the joint owners.

15 3.3 Retirements. It is anticipated that during the Term of this Contract some Facilities
16 including the Affected Assets, may, based upon prudent utility practice, become economically
17 unfeasible to be operated and maintained and should therefore be retired. Corn Belt shall be
18 responsible to make such determinations, and with respect to the Affected Assets shall do so in
19 consultation with Webster City. Corn Belt, as operator of the Combined System, shall be
20 responsible for the retirement costs of the Combined System Facilities, including any costs of
21 retirement of an Affected Asset, provided, however, Webster City shall contribute to the
22 Combined System any proceeds received from selling and disposing of the personal property
23 components of any retired Affected Asset as salvage to offset the retirement costs, or in the

1 alternative, assign to Corn Belt legal title to the personal property components of an Affected
2 Asset to be retired.

3 3.4 Planning. Corn Belt will present in writing to Webster City, not less than
4 annually, all known Capital Expenditures planned for the Combined System in such detail as
5 Webster City may reasonably request. Upon request, Corn Belt will provide Webster City with
6 copies of all relevant RUS submissions and certifications and copies of the same reports, studies
7 and documents Corn Belt provides to its member distribution cooperatives.

8 **ARTICLE IV**
9 **Combined System — Financing**

10 4.1 Financing Proportionate Shares of Capital Expenditures for Transmission Facilities.

11 Except as otherwise provided in Section 4.2, Capital Expenditures for the Transmission Facilities
12 whose capacities are contributed to the Combined System shall be financed by the Parties in
13 proportionate shares based on their respective electrical loads placed on the Transmission
14 Facilities in each of the calendar years prior to the year in which Webster City is requested to
15 provide financing pursuant to the provisions of this Article IV. Corn Belt warrants and
16 represents that the allocation of Capital Expenditures for the Transmission Facilities between
17 Corn Belt and Webster City is required by RUS accounting to be performed based on the
18 respective electrical loads the Parties placed on the Transmission Facilities.

19 4.2 Financing Proportionate Shares of Capital Expenditures for Generation Facilities
20 and Certain Transmission Facilities. Notwithstanding the provisions of Section 4.1, Capital
21 Expenditures for Generation Facilities and Transmission Facilities that are jointly owned by
22 Corn Belt, Webster City, and third parties, and Capital Expenditures for Generation Facilities
23 separately owned by Corn Belt and Webster City, whose capacities are contributed to the
24 combined System, shall be financed by Corn Belt and Webster City in proportionate shares

1 based on to their respective ownership interests in said Facilities expressed as a percentage of the
2 total ownership interests in said Facilities. Corn Belt warrants and represents that the allocation
3 of Capital Expenditures for the Facilities described in this Section 4.2 is required by RUS to be
4 performed based on ownership percentage and not on usage percentage.

5 4.3 Webster City Financing Proportionate Shares of Completed Capital Expenditures.

6 Corn Belt has financed and paid the costs of certain Capital Expenditures to the Facilities
7 completed prior to December 31, 2010. In recognition thereof, Webster City shall, within one
8 hundred eighty (180) days of the effective date of this Contract, consummate a financing
9 transaction in the amount of Five Million Dollars (\$5,000,000.00) through the issuance of bonds
10 or other instruments, the terms of which are satisfactory to Corn Belt and Webster City, to
11 finance Webster City's proportionate share of the Capital Expenditures for the Facilities
12 completed prior to December 31, 2010 for which Webster City has not previously provided
13 financing. Webster City financing under this Section shall comply with the requirements of
14 Iowa Code Chapter 384 and the regulations of the Internal Revenue Service. The proceeds of the
15 financing shall be paid to Corn Belt. The financing described in this Section is for Capital
16 Expenditures for Facilities whose capacities are contributed to the entire Combined System.
17 Corn Belt guarantees repayment of the Webster City financing as set forth in Sections 4.7 and
18 4.11. Corn Belt warrants and represents that the amount of the Webster City financing described
19 in this Section 4.3 represents Webster City's proportionate share of the financing of Capital
20 Expenditures for the Facilities which Corn Belt has advanced on Webster City's behalf prior to
21 December 31, 2010. Upon Corn Belt's receipt of the proceeds of Webster City's financing
22 pursuant to this Section 4.3, Webster City's ownership of the Affected Assets shall be as set forth

1 in Exhibit A. Exhibit A shall also separately list the financing provided by Webster City under
2 this Section 4.3 and under Section 4.4.

3 4.4 Webster City Financing of Future Capital Expenditures. Subject to the provisions
4 of Sections 4.6 through 4.11, Webster City's proportionate share of Capital Expenditures for the
5 Facilities made on and after December 31, 2010 shall be financed by Webster City at such times
6 as Corn Belt shall reasonably request. Webster City financing under this Section shall comply
7 with the requirements of Iowa Code Chapter 384 and applicable regulations of the Internal
8 Revenue Service, as may be amended from time to time. Webster City shall prepare, negotiate,
9 and consummate financing transactions, the terms of which are satisfactory to Corn Belt and
10 Webster City, in amounts sufficient to pay Webster City's proportionate share of Capital
11 Expenditures for the Facilities. Upon the closing of each Webster City financing transaction
12 under this Section, all funds received by Webster City shall be delivered to Corn Belt and
13 deposited in a special account. Corn Belt may withdraw from the special account funds only to
14 pay Webster City's proportionate share of the Capital Expenditures for which the financing has
15 been provided. Corn Belt will certify to Webster City annually that the funds held in this special
16 account have been used solely for the purposes of financing Webster City's proportionate share
17 of the Capital Expenditures for the Facilities whose capacities have been contributed to
18 Combined System as provided in each financing request.

19 4.5 Corn Belt Financing of Future Capital Expenditures. Corn Belt shall finance its
20 Proportionate Share of the cost of Capital Expenditures to the Facilities made on and after
21 December 31, 2010.

22 4.6 Webster City Financing Moratorium. Notwithstanding the provisions of Section
23 4.4, Webster City shall not, prior to January 1, 2014, be required to provide financing for Capital

1 Expenditures that will be made prior to December 31, 2013, except for Webster City's
2 proportionate share of the Capital Expenditures for the George Neal Generating Unit No. 4 and
3 George Neal Generating Unit No. 4 transmission facilities. On and after January 1, 2014,
4 Webster City shall, subject to Sections 4.8 and 4.9, finance its proportionate share of all Capital
5 Expenditures for the Facilities made subsequent to December 31, 2010, in the manner described
6 in Section 4.4.

7 4.7 Financing Costs and Debt Service. Corn Belt shall pay (i) all standard and
8 customary costs incurred by Webster City in preparing, negotiating, and consummating each
9 Webster City financing transaction, including but not limited to legal, underwriting, accounting,
10 commission, printing, promotion, and registration fees; (ii) all principal and interest payments
11 due on the instruments issued by Webster City pursuant to this Article IV; (iii) all customary and
12 standard costs incurred by Corn Belt in preparing, negotiating, and consummating its financing
13 transactions; and (iv) all principal and interest payments due on financing instruments executed
14 by Corn Belt.

15 4.8 Financing Projections. On or before May 1, 2011, and on or before January 1 each
16 year thereafter, Corn Belt shall provide Webster City with a projection of the Capital
17 Expenditures, and the costs thereof, planned for the Facilities for the three (3) year period
18 commencing each January 1. Each annual projection shall include a certification by an officer of
19 Corn Belt that the information contained in the projection is accurate to the best of the officer's
20 knowledge and belief.

21 4.9 Financing Threshold Amount. Unless otherwise agreed by Corn Belt and Webster
22 City, Webster City shall, at Corn Belt's request, provide financing pursuant to Sections 4.4 and
23 4.6 when Webster City's proportionate share of (i) the costs of projected Capital Expenditures for

1 the Facilities, as shown in any annual three (3) year projection prepared by Corn Belt pursuant to
2 Section 4.8, and (ii) any Capital Expenditures for which Webster City has not previously
3 financed its proportionate share, equal or exceed, in the aggregate, the amount of three million
4 dollars (\$3,000,000.00). Notwithstanding the foregoing, Corn Belt will not request financing
5 from Webster City more often than once every three (3) years, provided however, Corn Belt may
6 request, and Webster City shall provide, financing to restore a Generating and/or Transmission
7 Facility to operation in the event a Capital Expenditure necessitated by extraordinary, unforeseen
8 and exceptional circumstances.

9 4.10 Records and Reports. Corn Belt shall make available and permit Webster City to
10 examine such documents, reports, certifications, and other materials reasonably necessary to
11 verify and support Corn Belt's requests for Webster City to finance its proportionate share of
12 Capital Expenditures for the Facilities. Corn Belt warrants and represents that all financial
13 information provided to Webster City and the allocation of Capital Expenditures for the
14 Combined System are all in accordance with RUS accounting standards, rules and regulations,
15 and to the extent such RUS accounting standards, rules and regulations are not applicable, in
16 accordance with generally accepted accounting principles for financial reporting in the United
17 States applied on a consistent basis (GAAP).

18 4.11 Guaranty. Corn Belt absolutely and unconditionally guarantees to Webster City,
19 its endorsees, successors and assigns, the prompt payment when due, whether by acceleration or
20 otherwise, of all financing provided by Webster City pursuant to this Article IV, without any
21 limitations, qualifications or defenses, which may now or hereafter exist or be owing at any time.
22 This is a continuing absolute and unconditional guaranty and said guaranty shall continue in

1 force with respect to all financing provided by Webster City pursuant to this Article IV, and shall
2 survive the termination of this Contract for any reason.

3 4.12 Alternative Financing. The provisions of Sections 4.4, 4.6, 4.7, and 4.9 requiring
4 Webster City to provide financing for Capital Expenditures for the Facilities made on and after
5 December 31, 2010 are based on the parties' presumption that Webster City has the ability to
6 obtain such financing at a cost and pursuant to terms and conditions that will best accomplish the
7 objectives of this Contract. In the event the Parties determine, pursuant to mutual agreement,
8 that Corn Belt can obtain financing for all or any portion or portions of Webster City's
9 proportionate share of the costs of future Capital Expenditures for the Facilities (Alternative
10 Financing), the Parties may negotiate in good faith amendments or supplements to this Contract
11 setting forth the terms and conditions governing such Alternative Financing.

12 **ARTICLE V**
13 **Sale and Purchase of Electric Power and Energy**

14 5.1 Sale and Purchase. Corn Belt shall sell and deliver to NIMECA; NIMECA shall
15 purchase and receive from Corn Belt and sell and deliver to Webster City; and Webster City
16 shall purchase and receive from NIMECA, all electric power and energy which Webster City
17 shall require for its entire electric load in its service area, except as limited by uncontrollable
18 forces or as otherwise provided in Section 5.6. Said power and energy shall be delivered to and
19 received by Webster City at the delivery points listed in Exhibit B, attached hereto and by this
20 reference made a part of this Contract. In the event Corn Belt does not have sufficient power and
21 energy available to meet Webster City's entire current electric load and/or future load, Webster
22 City shall have the right upon thirty (30) days prior written notice to Corn Belt and NIMECA to
23 purchase supplemental power and energy from other sources, and such purchases shall not be a
24 breach of this Contract.

1 5.2 Metering. Meters and associated telemetry equipment required for recording the

2 deliveries of power and energy shall be provided by Corn Belt. In the event any meter fails to
3 function in the manner required, the power and energy delivered shall be determined from the
4 best available information. Maintenance of meters shall be performed by Corn Belt in accord
5 with standard utility industry practices. Corn Belt shall read meters monthly. Corn Belt shall test
6 meters periodically for accuracy in accord with Iowa Utilities Board regulations and shall make
7 special meter tests at any time at Webster City's request. The cost of meter tests shall be paid by
8 Corn Belt, provided that if a special meter test made pursuant to a Webster City request discloses
9 that the meter is recording accurately, Corn Belt may charge Webster City for the cost of the test.
10 If a meter is found upon test to have limits exceeding those permitted under Iowa Utilities Board
11 regulations, Corn Belt will adjust its bills to Webster City for service provided during the period
12 when the meter was not recording accurately. If the date and time of the meter malfunction
13 cannot be accurately determined, the malfunction shall be presumed to have occurred on the later
14 of the date which is six (6) months prior to the date the malfunction was discovered, or the date
15 which is mid-way between the date of the most recent meter test and the date the malfunction
16 was discovered. The metering methods, metering equipment, and location of the meters shall be
17 the same as used for the Corn Belt member cooperatives. Any differences between Webster City
18 and Corn Belt member cooperative metering methods, metering equipment, and locations as of
19 the effective date of this Contract shall be rectified by Corn Belt at its expense within a
20 reasonable period of time of the effective date of this Contract. As of the effective date of this
21 Contract Corn Belt shall, as an interim measure, adjust Webster City's monthly power bills by an
22 amount sufficient to offset the effect of the existing metering differences. Corn Belt shall
23 permanently modify the arrangement of the metering equipment at Webster City's substations to

1 be consistent with the metering arrangement at Corn Belt's members' substations as soon as
2 possible.

3 5.3 Billing Procedures. Corn Belt shall bill Webster City monthly, through NIMECA,
4 for electric power and energy furnished pursuant to this Contract. Webster City shall pay Corn
5 Belt's bills, through NIMECA, at Corn Belt's office in Humboldt, Iowa on or before the close of
6 business on the 25th day of the month immediately following the month in which the power and
7 energy were furnished. In the event Webster City fails to pay the bill by the due date, the amount
8 due shall increase by an amount that is no greater than the lowest delinquency rates paid by Corn
9 Belt's members and in no instance greater than three percent (3%) per annum. Corn Belt may
10 discontinue delivery of electric power and energy to Webster City upon prior written notice to
11 Webster City of no less than the greater of sixty (60) days or longest notice period granted to
12 Corn Belt's members in the event Webster City fails to pay a bill within a reasonable period.
13 Notwithstanding the foregoing, in the event Webster City disputes a bill or any portion thereof,
14 payment of a bill by Webster City shall not be deemed a waiver of any claim, or any right or
15 remedy with respect to any disputed amount. In the event that Webster City prevails on any
16 disputed amounts, Corn Belt shall repay to Webster City amounts previously paid to Corn Belt
17 plus interest at the same rate paid by Webster City for delinquent payments.

18 5.4 Rates and Charges. Webster City shall pay Corn Belt, through NIMECA, for all
19 electric power and energy furnished pursuant to this Contract at the rates and pursuant to the
20 conditions set forth in Exhibit C. Corn Belt shall, at such intervals as it deems appropriate, but in
21 no event less frequently than annually, review the rate for electric power and energy furnished
22 pursuant to this Contract and under contracts with Corn Belt members and, if necessary, shall
23 revise the rate to produce revenues which shall be sufficient, but only sufficient, with Corn Belt's

1 revenues from all other sources, to pay all of Corn Belt's variable and fixed costs, all financing
2 costs and debt service payments, all costs of power and energy purchased by Corn Belt for
3 resale, and all costs of transmission service, and to provide for the establishment and
4 maintenance of reasonable Corn Belt reserves. Corn Belt shall notify Webster City and NIMECA
5 in writing of all proposed revisions of Corn Belt's rates and the effective dates thereof, which
6 written notice shall be given not less than thirty (30) days before the effective dates, and shall set
7 forth the basis upon which the rate is proposed to be adjusted and established. Concurrent with a
8 notice of a rate increase, Corn Belt shall provide to Webster City an annual budget, along with a
9 detailed explanation of how and why the rate increased or decreased versus the prior rate. Budget
10 amendments that affect rates, if any, will be provided as and when adopted. The rate from time
11 to time so established by Corn Belt shall be deemed to be substituted for the rate shown in
12 Exhibit C from and after the effective date of said revision. The rate payable by Webster City
13 for electric power and energy shall be equal to the rate payable by Corn Belt's member
14 distribution cooperatives. In any conflict between Exhibit C and the Contract, the Contract
15 language shall control.

16 5.5 Conditions of Service. The electric power and energy delivered by Webster City
17 pursuant to this Contract shall be alternating current, three phase, sixty (60) hertz. It shall be
18 provided in a manner consistent with that provided to Corn Belt's member distribution
19 cooperatives, and pursuant to the same tariffs, terms, conditions of service, rate setting
20 procedures and incentives, and energy conservation programs.

21 5.6 Continuity of Service. Corn Belt will use reasonable diligence to provide a
22 constant and uninterrupted supply of electric power and energy. In the event the supply of
23 electric power and energy shall fail or be interrupted, however, or become defective through an

1 act of God, or the public enemy, or because of accident, strike, labor trouble, action of the
2 elements, inability to secure right-of-way or other required permits, or for any other cause
3 beyond the reasonable control of Corn Belt excluding economic reasons, Corn Belt shall not be
4 liable therefor or for damages caused thereby. Neither Corn Belt nor Webster City shall be
5 required to deliver kilovars for the benefit of the other Party, or to receive kilovars when to do so
6 may introduce objectionable operating conditions on its system, unless agreed to in advance by
7 Corn Belt and Webster City. A continuous power factor of 98% or better shall be required, and
8 capacitors shall be used where necessary and paid for by the Party whose system requires them.

9 5.7 Equal Treatment. Corn Belt covenants that after the date of this Contract it shall
10 sell wholesale electric power to Webster City at the same wholesale rate it charges its member
11 distribution cooperatives, and that it shall not enter into any contracts, agreements or side letters
12 with any Corn Belt member distribution cooperative that have the effect of establishing rates,
13 tariffs, or other rights benefiting such member in a manner more favorable in any respect to such
14 Corn Belt member distribution cooperative than the rates, tariffs or other rights benefiting
15 Webster City under this Contract, unless Webster City is offered the opportunity to receive such
16 rates, tariffs and rights on the same terms and conditions as the member distribution cooperative.
17 Corn Belt shall promptly notify Webster City should Corn Belt in the future enter into any such
18 contracts, agreements or side letters to which Corn Belt's Rate Schedule A as set forth in Exhibit
19 C does not apply. Attached hereto as Exhibit D is Corn Belt's annual summary of the actual
20 monthly power bills and its annual listing of contracts and credits, both for the fiscal year ended
21 December 31, 2010. Annually, within sixty (60) days of the close of its fiscal year, Corn Belt
22 shall provide to Webster City an updated Exhibit D in similar format acceptable to Webster City.

1 In any dispute on what information is to be provided, the Parties agree the intent is to provide
2 complete transparency on the economic treatment of Corn Belt members.

3 5.8 Webster City Participation. During the Term of this Contract, Webster City shall
4 receive notice and have the same rights to attend meetings scheduled between Corn Belt and it
5 members, to the extent Corn Belt controls the invitations to such meetings, excluding closed
6 meetings of the Corn Belt's Board of Directors which only directors and Corn Belt staff
7 personnel are permitted to attend; and to receive the same information Corn Belt member
8 distribution cooperatives receive; subject to the confidentiality requirements of Section 7.7.
9 NIMECA shall keep Webster City informed on all matters that may affect this Contract and shall
10 provide such information concerning this Contract that Webster City may request. For meetings
11 between Corn Belt and its members to which Corn Belt does not control the invitations, Corn
12 Belt will recommend to its members that Webster City be invited to attend. Corn Belt and
13 Webster City will schedule semi-annual meetings of their respective representatives to address
14 matters of mutual concern with respect to power supply, including planning, projections,
15 financing, and operational matters. Webster City will notify Corn Belt in advance of any specific
16 issues Webster City wishes to have addressed at such meetings. During the Term of this
17 Contract, NIMECA covenants that it will provide to Webster City a copy of all information and
18 documents it receives from Corn Belt concerning matters which may affect or impact Webster
19 City.

20 5.9 Green Power Initiatives. During the Term of this Contract, Webster City shall be
21 permitted to promote and develop green power initiatives, including but not limited to renewable
22 energy technologies, conservation programs, green tags, etc (collectively "Green Power
23 Initiatives") subject to the requirements set forth herein. All Green Power Initiatives shall satisfy

1 all requirements of the applicable regulatory bodies and agencies having jurisdiction, including
2 but not limited to any interconnection studies, network upgrades and construction cost
3 responsibilities. Corn Belt shall not be responsible for the costs of any studies or obligated to
4 contribute to the funding of the Green Power Initiative. Such costs shall be the responsibility of
5 the developer of the Green Power Initiative. Corn Belt shall support Green Power Initiatives
6 under this Contract in the same manner it supports such initiatives with its member distribution
7 cooperatives. Corn Belt shall have the right to require the developers of Green Power Initiatives
8 to contract directly with Corn Belt and/or its assignee. For purposes of any Green Power
9 Initiatives, Corn Belt shall only be required to purchase the power output from the Green Power
10 Initiative at Corn Belt's avoided cost, or such minimum rate as required by Iowa law applicable
11 to non-rate regulated electric utilities. In the event that Corn Belt and/or its assignee declines to
12 purchase power under a Green Power Initiative contract proposed by Webster City, Webster City
13 may enter into such contract without violating this Contract, provided all regulatory and study
14 requirements are met to the same degree that Corn Belt would be subject. Power generated by a
15 Green Power Initiative shall not offset Webster City's obligation to purchase power from Corn
16 Belt under this Contract, except in the event Corn Belt declines to purchase power under a Green
17 Power Initiative contract proposed by Webster City as provided in this Section.

18 5.10 Economic Development. Corn Belt covenants and warrants that during the Term
19 of this Contract it will use its best efforts to assist Webster City with its economic development
20 activities to increase and maintain favorable economic conditions in the Webster City service
21 area and surrounding community. Corn Belt covenants that it will make available to Webster
22 City all economic development programs and incentives available to Corn Belt's member
23 distribution cooperatives or other parties. Within sixty (60) days of the end of each fiscal year

1 Corn Belt will provide to Webster City a compilation of all economic development projects
2 approved or supported by Corn Belt in the prior fiscal year.

3 **ARTICLE VI**
4 **Effective Date, Term, and Termination**

5 6.1 Effective Date and Term. This Contract shall become effective upon execution
6 by the Parties and shall continue in effect through December 31, 2050 (the "Initial Term"). It
7 shall thereafter remain in effect for successive terms of one (1) year each (each an "Additional
8 Term", and collectively with the Initial Term, the "Term of this Contract"), subject to the right of
9 either Corn Belt or Webster City to terminate the Contract by giving the other written notice of
10 its intent to terminate the Contract not less than forty-eight months prior to December 31, 2050
11 or 48 months prior to the expiration of any Additional Term.

12 6.2 Rights and Obligations on Termination. Upon termination of this Contract
13 pursuant to Section 6.1, Webster City shall have the option in its sole discretion to transfer and
14 convey to Corn Belt on the effective date of termination all of Webster City's right, title and
15 interest in and to all or any of the Affected Assets. The Affected Assets transferred to Corn Belt
16 (the "Transferred Affected Assets") and the Affected Assets retained by Webster City (the
17 "Retained Affected Assets") shall be determined and selected by Webster City in its sole and
18 absolute discretion. Transferred Affected Assets shall be transferred to Corn Belt subject to
19 existing liens and encumbrances. Webster City shall assign to Corn Belt all of Webster City's
20 rights, interests and obligations in and to contracts governing the ownership and operation of the
21 Transferred Affected Assets including but not limited to responsibility for any and all retirement
22 and environmental costs associated with the Transferred Affected Assets, and Webster City will
23 have no further obligations or responsibilities with respect to the Transferred Affected Assets.

1 Corn Belt shall pay any outstanding Webster City financing on the Transferred Affected Assets.
2 On the date of termination, Webster City shall withdraw the capacities of the Retained Affected
3 Assets from the Combined System; Corn Belt shall withdraw its contributed capacities and the
4 capacities of the Transferred Affected Assets from the Combined System; and the Combined
5 System shall thereupon cease to exist; subject to the following:

6 a. With respect to Retained Affected Assets for which Corn Belt has made no further
7 Capital Expenditures from and after December 31, 2010, Webster City shall withdraw
8 from the Combined System its capacities in the Retained Affected Assets without further
9 payment or obligation to Corn Belt, and Corn Belt shall continue to be responsible to pay
10 any amounts due and owing under the terms of the then existing Webster City financing,
11 or Alternative Financing, if any, provided under Article IV, until such financing is
12 completely repaid and satisfied; and,

13 b. With respect to Retained Affected Assets for which Corn Belt has made further Capital
14 Expenditures after December 31, 2010, Webster City shall pay to Corn Belt the Net Book
15 Value of the Retained Affected Assets as reported on Corn Belt's financial statements as
16 of the date of termination of the Contract, plus the value of the fuel and other
17 consumables associated with the Retained Affected Assets. Fuel and other consumables
18 shall be valued at the lower of the fair market value or the acquisition cost, less any
19 amounts previously paid by Webster City therefor through rates. Upon payment of the
20 amounts described in this Subsection b., Webster City shall withdraw from the Combined
21 System the capacities of said Retained Affected Assets as of the effective date of
22 termination of the Contract without further payment or obligation to Corn Belt; and Corn
23 Belt shall continue to be responsible to pay any amounts due and owing under the terms

1 of the then-outstanding financing Webster City has provided, and/or any then-outstanding
2 Alternative Financing under Article IV of this Contract until such financing has been
3 completely repaid and satisfied.

4 6.3 Exhibit A Updates. On or before May 1, 2011, and on or before April 1 each year
5 thereafter, Corn Belt will provide Webster City with a revised Exhibit A showing (i) current Net
6 Book Values of the Affected Assets, (ii) any adjustments to Affected Assets for changes to
7 Webster City's ownership of the Combined System; and (iii) Webster City's financings or
8 Alternative Financings of future Capital Expenditures for the Facilities whose capacities are
9 contributed to the Combined System. Beginning April 1, 2040, and on or before April 1 each
10 year thereafter, Corn Belt will provide Webster City, as part of the revised Exhibit A, the
11 projected net book values of the Affected Assets for December 31, 2050, projected in accordance
12 with RUS regulations and consistent with the manner in which Net Book Values of Facilities are
13 computed under this Contract.

14 **ARTICLE VII**
15 **Miscellaneous**

16 7.1 Emergency Conditions. During an emergency, Corn Belt and Webster City shall
17 assist each other to the limits of their ability to restore and maintain service.

18 7.2 Communications. Corn Belt and Webster City shall establish and maintain
19 adequate communications facilities to permit prompt and efficient handling of operational
20 matters.

21 7.3 NIMECA. Webster City will remain a member of NIMECA and continue to pay
22 its proportionate share of NIMECA dues and expenses as determined by NIMECA, pursuant to
23 Webster City's agreements with NIMECA and such rules, regulations, and policies as may from
24 time to time be adopted by NIMECA consistent with its articles of incorporation and bylaws. As

1 a member of NIMECA, Webster City shall be kept informed on all matters that may affect this
2 Contract, shall be provided such information concerning the Contract that Webster City may
3 request, and shall be provided a copy of all information and documents concerning this Contract
4 received by NIMECA from Corn Belt. Corn Belt and Webster City shall hold NIMECA
5 harmless from and against all obligations which may have otherwise been assumed by NIMECA
6 under this Contract. NIMECA shall pay Corn Belt all amounts paid to it by Webster City for the
7 services provided to Webster City by Corn Belt pursuant to this Contract.

8 7.4 Successors and Assigns. This Contract shall be binding upon the Parties hereto
9 and upon their respective successors and assigns.

10 7.5 Assignment. This Contract may not be assigned by any of the Parties without the
11 express written consent of the other Parties, provided that Corn Belt may assign its interest in
12 and to this Contract to the Administrator of Rural Utilities Service without the consent of the
13 other Parties.

14 7.6 Governing Law. This Contract and the rights and duties of the Parties hereunder
15 shall be governed by and construed, enforced, and performed in accordance with the laws of the
16 State of Iowa.

17 7.7 Confidentiality. The Parties acknowledge and agree that, during the Term of this
18 Contract, they shall be provided and entrusted with the safekeeping of certain documents and
19 information relating to the other Party's business and its assets (collectively referred to herein as
20 the "Confidential Information"). All such Confidential Information shall at all times during the
21 Term of this Contract be treated by the Parties as strictly confidential and sensitive proprietary
22 business information. The Parties shall adopt and maintain such policies and procedures as are
23 necessary to ensure the confidentiality and safekeeping of such Confidential Information and

1 shall not unless compelled by legal process, except in accordance with the express Terms of this
2 Contract or with the prior written consent of the other Party, disclose or permit the disclosure of
3 any Confidential Information to any person or entity whatsoever other than the Parties'
4 employees, officers, accountants, attorneys, advisors and agents providing services to the Party
5 in connection herewith and who shall be bound by the confidentiality provisions of this Section.
6 Nothing in this Contract shall be construed to restrict disclosure or use of information that: (a)
7 was in the possession of or rightfully known by the Parties, without an obligation to maintain its
8 confidentiality, prior to receipt from the disclosing Party; (b) is or becomes generally known to
9 the public without violation of this Contract; (c) is obtained by a Party in good faith from a third
10 party having the right to disclose it without an obligation of confidentiality; or (d) is
11 independently developed by a Party without the participation of others bound by a similar duty
12 of confidentiality. Notwithstanding the foregoing, Corn Belt acknowledges that Webster City and
13 NIMECA are each a "governmental body" for purposes of, and subject to the provisions of
14 Iowa Code Chapter 21 ("Open Meetings Law"), which provides generally that all meetings of a
15 public entity's business, including any meetings at which information relating to this Contract
16 may be discussed, are open to the public, and Iowa Code Chapter 22 ("Open Records Law"),
17 which provides for disclosure of documentation and records held by governmental bodies of the
18 State of Iowa, unless an exemption from disclosure is available under the statute. Corn Belt
19 acknowledges that either Webster City or NIMECA may discuss this Contract or any aspect of its
20 relationship with Corn Belt in accordance with the Open Meetings Law and may receive
21 requests from third parties made pursuant to and in accordance with the Open Records Law to
22 disclose Confidential Information in its possession. Corn Belt acknowledges and agrees that
23 anything to the contrary in this Contract or any separate confidentiality agreements related

1 thereto shall not limit or prohibit Webster City or NIMECA from discussing this Contract or
2 information related thereto under the Open Meetings Law or complying with requests under the
3 Open Records Law. Webster City and NIMECA shall each protect confidential business
4 information, including pricing and strategies of Corn Belt, provided by Corn Belt to Webster
5 City or NIMECA to the maximum extent allowed by law. Webster City and NIMECA shall
6 each use reasonable efforts to exercise any rights they may have under the Open Records Law to
7 limit the disclosure of Confidential Information and to use reasonable efforts to give notice to
8 Corn Belt prior to the release of Confidential Information. Corn Belt acknowledges that
9 Webster City and NIMECA are each subject to the Open Meetings Law and the Open Records
10 Law and that obligations thereunder shall not be deemed a basis or a defense by Corn Belt to
11 refuse to provide such information Webster City or NIMECA may reasonably request or are
12 entitled to receive pursuant to this Contract.

13 7.8 Audit and Inspection. The State Auditor's Office, Webster City or its
14 contracted examiners, upon reasonable notice to Corn Belt and/or NIMECA, shall have the right
15 to audit the Corn Belt's and/or NIMECA's financial and accounting records to the fullest extent
16 permitted or required by law. Such right shall be in addition to, and shall not be in lieu of or
17 replace Webster City's right to receive financial statements and reports pursuant to the terms of
18 this Contract. All records relevant to this Contract shall be retained for a minimum of seven (7)
19 years after the expiration of this Contract. The period of retention shall be extended for a
20 period reasonably necessary to complete any audit described above and/or to complete any
21 administrative proceeding or litigation related to this Contract.

22 7.9 Previous Contract. This Contract replaces and supersedes the Previous Contract,
23 as amended, and said the Previous Contract, as amended, is hereby terminated.

1 7.10 No Third Party Beneficiaries. This Contract gives no rights or benefits to anyone
2 other than Corn Belt, Webster City and NIMECA and has no third party beneficiaries.

3 7.11 Severability and Reformation. If any term or provision of this Contract is held by
4 any court to be illegal or unenforceable, the remaining terms, provisions, rights, and obligations
5 shall not be affected and shall remain in full force and effect. Further, to the extent permitted by
6 applicable Law, any such term or provision will be restricted in applicability or reformed to the
7 minimum extent required so that such term or provision may be enforceable.

8 7.12 Dispute Resolution - Negotiation. When a dispute has arisen and negotiations
9 between the persons regularly responsible for the administration of this Contract on behalf of the
10 Parties have reached an impasse, either Party may give the other Party written notice of the
11 dispute. In the event such notice is given, the Parties shall attempt to resolve the dispute
12 promptly by negotiation between executives who have authority to settle the controversy and
13 who are at a higher level of management than the persons who are regularly responsible for the
14 matter. Within ten (10) days after delivery of the notice, the receiving party shall submit to the
15 other party a written response. Thereafter, the executives shall confer in person or by telephone
16 promptly to attempt to resolve the dispute. All reasonable requests for information made by one
17 party to the other will be honored.

18 7.13 Mediation. If the dispute has not been resolved by negotiation pursuant to Section
19 7.12 within thirty (30) days of the disputing party's notice, (which period may be extended by
20 mutual agreement in writing), or if the parties have failed to confer within [30] days after
21 delivery of the notice, the Parties shall endeavor to settle the dispute by mediation with an
22 independent mediator selected by mutual agreement of the Parties. If the parties are unable to
23 agree on a mediator, each Party shall have the opportunity to nominate one mediator candidate

1 and the mediator shall be selected by the parties by lot from those candidates. All negotiations
2 and proceedings pursuant to paragraphs 7.12 and 7.13 are confidential and shall be treated as
3 compromise and settlement negotiations for purposes of applicable rules of evidence and any
4 additional confidentiality protections provided by applicable law.

5 7.14 Arbitration. If the dispute has not been resolved by mediation as provided in
6 Section 7.13 within (30) days of the initiation of such procedure, (which period may be extended
7 by mutual agreement in writing), then it shall be settled by binding arbitration. The arbitration
8 shall be conducted by a single arbitrator. The arbitration proceedings shall be governed by and
9 conducted in accordance with Iowa Code Chapter 679A (2011), as amended. By mutual
10 agreement, the Parties may elect to follow the Commercial Arbitration Rules of the American
11 Arbitration Association applicable at the time of the arbitration; to the extent they are not
12 inconsistent with Chapter 679A. The arbitrator shall allow each Party to conduct limited
13 relevant discovery as determined by the arbitrator. The arbitrator shall have the authority to
14 award compensatory damages, equitable relief and/or injunctive relief. Each Party hereby
15 irrevocably waives any right to recover any other damages with respect to any dispute between
16 them resolved by arbitration. The arbitrator shall have no authority to award punitive damages
17 or any damages not measured by the prevailing Party's actual damages, and may not, in any
18 event, make any ruling, finding or award that does not conform to the terms and conditions of
19 this Contract. The arbitrator shall award the prevailing Party the reasonable expenses of its
20 counsel, experts, witnesses, and arbitration fees and costs (the "Arbitration Costs"). Any
21 arbitration shall be conducted in Polk County, Iowa or a county mutually agreed upon by the
22 Parties. The provisions of this Contract shall be a complete bar and defense to any suit, action or
23 proceeding instituted in any court or administrative tribunal with respect to any controversy or

dispute which is arbitrable as set forth in this Contract absent fraud, intentional misconduct or manifest error. The statute of limitations under Iowa Code Chapter 614 that is applicable to the commencement of a lawsuit shall apply to the commencement of an arbitration hereunder, except that no defenses shall be available based upon the passage of time during any negotiation or mediation called for by the preceding sections of this Agreement.

7.15 Provisional Judicial Relief. A Party may file a petition in any court of competent jurisdiction at any time before an arbitrator has been selected to seek a preliminary injunction or other provisional judicial relief, if in its sole judgment such action is necessary. Despite such action the parties will continue to participate in the procedures specified in this Agreement.

7.16 Required Approvals. This Contract shall be subject to the approval of the Boards of Directors of Corn Belt and NIMECA, the City Council of the City of Webster City, the City of Webster City's bond counsel, Basin Electric Power Cooperative, and the Administrator of Rural Utilities Service.

Executed by the Parties the day and year first above written.

CORN BELT POWER COOPERATIVE

By: Kenneth H. Kuyper
EXECUTIVE VICE PRESIDENT
AND GENERAL MANAGER

NORTH IOWA MUNICIPAL ELECTRIC
COOPERATIVE ASSOCIATION

By: Shawn A. Sullivan
PRESIDENT

CITY OF WEBSTER CITY, IOWA

By: Janet Adams
Mayor

By: Kayla H. Bongom
City Clerk

RESOLUTION NO. 2014 - 098

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDMENT TO WHOLESALE FIRM POWER CONTRACT BETWEEN CORN BELT POWER COOPERATIVE, NORTH IOWA MUNICIPAL ELECTRIC COOPERATIVE ASSOCIATION, AND THE CITY OF WEBSTER CITY

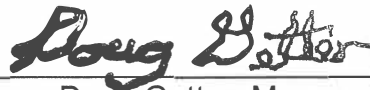
WHEREAS, the City Council of the City of Webster City, Iowa, entered into a Wholesale Firm Power Contract with Corn Belt Power Cooperative through North Iowa Municipal Electric Cooperative Association dated September 26, 2011 as authorized by City Council Resolution No. 2011-118 on September 19, 2011; and,

WHEREAS, the City Council now desires to enter into an Amendment to the Wholesale Firm Power Contract by replacing Section 4.12 and adding a new section 4.13 on Terms of Alternative Financing; and

WHEREAS, provisions are outlined in the Amendment to Wholesale Firm Power contract and the amendment has been reviewed and approved by the City's legal counsel.


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 enter into an Amendment to Wholesale Firm Power Contract between Corn Belt Power Cooperative, North Iowa Municipal Electric Cooperative Association and the City of Webster City.

Passed and adopted this 18th day of August, 2014



Doug Getter, Mayor

ATTEST:


Karyl K. Bonjour, City Clerk

AMENDMENT TO WHOLESALE FIRM POWER CONTRACT
BETWEEN CORN BELT POWER COOPERATIVE,
NORTH IOWA MUNICIPAL ELECTRIC COOPERATIVE ASSOCIATION, AND
THE CITY OF WEBSTER CITY

THIS AGREEMENT is made by and between Corn Belt Power Cooperative (“Corn Belt”), North Iowa Municipal Electric Cooperative Association (“NIMECA”), and the City of Webster City (“Webster City”).

WHEREAS, Corn Belt, NIMECA and Webster City entered into a Wholesale Firm Power Contract (“Contract”) dated September 26, 2011.

WHEREAS, Section 4.12 Alternative Financing of the Contract provides that provisions of Sections 4.4, 4.6, 4.7, and 4.9 requiring Webster City to provide financing for Capital Expenditures for the Facilities made on or after December 31, 2010 are based on the Parties’ presumption that Webster City has the ability to obtain such financing at a cost and pursuant to terms and conditions that will best accomplish the objectives of said Contract.

WHEREAS, Section 4.12 Alternative Financing of the Contract further provides that in the event the Parties determine, pursuant to mutual agreement, that Corn Belt can obtain financing for all or any portion or portions of Webster City’s proportionate share of the costs of future Capital Expenditures for the Facilities, (Alternative Financing), the Parties may negotiate in good faith amendments or supplements to said Contract setting forth the terms and conditions governing such Alternative Financing.

WHEREAS, Corn Belt and Webster City have determined that Alternative Financing may offer advantages over municipal bond financing and Alternative Financing is appropriate to finance the costs of future Capital Expenditures for Facilities for all of Webster City’s proportionate share and that any resulting cost savings would benefit Webster City customers and Corn Belt’s members and their member consumers.

NOW THEREFORE, in consideration of the mutual benefits to Corn Belt, NIMECA and Webster City, it is hereby agreed that said Contract be amended effective 9-1-14, as follows:

- Section 4.12 shall be replaced with the following language: The provisions of Sections 4.1, 4.4, 4.5, 4.6, 4.7, and 4.9 requiring Webster City to provide financing for Capital Expenditures for the Facilities made on or after December 31, 2010 are based on the Parties’ presumption that Webster City has the ability to obtain such financing at a cost and pursuant to terms and conditions that will best accomplish the objectives of said Contract. In the event the Parties determine, pursuant to mutual agreement, that Corn Belt can obtain financing for all or any portion or portions of Webster City’s proportionate share of the costs of future Capital Expenditures for the Facilities, (Alternative Financing), the Parties may negotiate in good faith amendments or supplements to said Contract setting forth the terms and conditions governing such Alternative Financing.

- A new section shall be inserted following Section 4.12 and shall be identified as Section 4.13 Terms of Alternative Financing which states as follows:

In the event that Corn Belt can obtain Alternative Financing at lower cost thereby providing advantages over municipal bond financing and the terms and conditions mutually benefit the Parties, Corn Belt may finance up to 100% of the cost of transmission capital investments. Such alternative financing is subject to mutual agreement of the Parties. If Alternative Financing is obtained as described herein, a description of the terms and conditions governing the Alternative Financing shall be supplemented in Exhibit A, Part II entitled FINANCING PROVIDED BY WEBSTER CITY PURSUANT TO SECTION 4.3 AND 4.4.

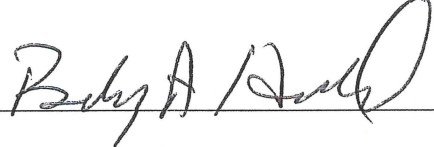
All other terms and conditions in said Contract will remain the same.

IN WITNESS THEREOF, the representatives of Corn Belt, NIMECA and Webster City have set their hands and seals this 18th day of August, 2014.


CORN BELT POWER COOPERATIVE:

BY: 
Donald Feldman, President

**NORTH IOWA MUNICIPAL ELECTRIC
COOPERATIVE ASSOCIATION:**

BY: 

THE CITY OF WEBSTER CITY:

BY: 

CORN BELT POWER COOPERATIVE
Humboldt, Iowa

CERTIFICATE

I, Scott Stecher, do hereby certify that I am the duly appointed, elected, qualified and acting Secretary of Corn Belt Power Cooperative and that the following is a true and correct extract of minutes duly adopted by the Board of Directors of Corn Belt Power Cooperative at its meeting held July 28, 2014.

RESOLVED, that the amendment to Wholesale Power Contract between Corn Belt Power, North Iowa Municipal Electric Cooperative Association (NIMECA) and the City of Webster City (Webster City), be approved as presented at this meeting; and,

BE IT FURTHER RESOLVED, that appropriate officers be authorized and directed to execute such documents and take all such action as may be required to amend the contract.

and that the action taken and/or resolutions adopted as above set out have never been rescinded, altered, amended, modified, or repealed, and are of the date hereof in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of the Cooperative this 20th day of August, A.D., 2014.

(Seal)


Secretary



1011 12th Avenue North – P. O. Box 445
Humboldt, Iowa 50548-0445
Phone: (515) 332-2981
Fax: (515) 332-2478
Web Site: www.nimeca.com

CERTIFICATE

I, Eric Stoll, do hereby certify that I am the duly appointed, elected, qualified and acting Secretary of the North Iowa Municipal Electric Cooperative Association and that the following is a true and correct extract of minutes duly adopted by the Board of Directors at its meeting held on August 15, 2014.

Resolved, the proposed Amendment to the Wholesale Power Contract between Corn Belt Power Cooperative, North Iowa Municipal Electric Cooperative Association, and the City of Webster City be accepted and approved pursuant to the terms and conditions presented to the Board at this meeting; and,

Further Resolved, that subject to the foregoing, President Brad Honold is hereby authorized and directed to execute said agreement for and on behalf of NIMECA.

and that the action taken and/or resolutions adopted as above set out have never been rescinded, altered, amended, modified, or repealed, and are of the date hereof in full force and effect.

In witness whereof, I have hereunto set my hand and attached the seal of NIMECA this 18th day of August, 2014.

(seal)

Eric Stoll, Secretary

RESOLUTION NO. 2015 - 140

**AGREEMENT TO AMEND THE INITIAL TERM OF THE WHOLESALE FIRM
POWER CONTRACT TO THE DATE OF DECEMBER 31, 2055.**

WHEREAS, Corn Belt is a generation and transmission electric cooperative and owns, operates, and maintains electric generation, transmission, and distribution substation facilities used for providing electric utility service at wholesale to its members and to a municipally owned electric utility. Corn Belt is a member of Basin Electric Power Cooperative, a North Dakota cooperative with its principal place of business in Bismarck, North Dakota.

WHEREAS, NIMECA is a member of Corn Belt and is a cooperative association whose members are municipal electric utilities.

WHEREAS, Webster City is a member of NIMECA and owns, operates, and maintains electric generation, transmission, and distribution facilities used for providing electric utility service at retail to its customers.

WHEREAS, Corn Belt, NIMECA and Webster City entered into a Wholesale Firm Power Contract on September 26, 2011 which set forth the terms and conditions governing Corn Belt's sale and NIMECA's and Webster City's purchase of electric power and energy, and the ownership, operation, maintenance, and continued financing of Corn Belt's and Webster City's respective generation and transmission facilities utilized by the Combined System. It is now the desire of all parties to extend the initial term to the date of **December 31, 2055**.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, Iowa, that the City Council agrees to amend Section 6.1 of Article 6 of the original Wholesale Firm Power Contract titled "Effective Date and Term" by extending the initial term from the date of December 31, 2050 to the date of December 31, 2055. Per the Amendment, any other reference to the date of December 31, 2050 shall also be amended to the date of December 31, 2055. Further, all other provisions of this original Wholesale Firm Power Contract entered into September 26, 2011 shall remain in full force and effect.

Passed and adopted this 16th day of November, 2015.

CITY OF WEBSTER CITY, IOWA



Doug Getter, Mayor

ATTEST:



Karyl Bonjour, City Clerk

AMENDMENT TO WHOLESALE FIRM POWER CONTRACT

8th This Amendment to the Wholesale Firm Power Contract, made and entered into on the day of December, 2015, expressly modifies Section 6.1 of Article 6 of the original Wholesale Firm Power Contract titled "Effective Date and Term", which was made and entered into on September 26, 2011, by and among Corn Belt Power Cooperative, an Iowa corporation with its principal place of business in Humboldt, Iowa (Corn Belt); North Iowa Municipal Electric Cooperative Association, an Iowa corporation with its principal place of business in Humboldt, Iowa (NIMECA), and the City of Webster City, an Iowa municipal corporation (Webster City). (Corn Belt, NIMECA, and Webster City each a Party and collectively the Parties).

WITNESSETH:

1. Corn Belt is a generation and transmission electric cooperative and owns, operates, and maintains electric generation, transmission, and distribution substation facilities used for providing electric utility service at wholesale to its members and to a municipally owned electric utility. Corn Belt is a member of Basin Electric Power Cooperative, a North Dakota cooperative with its principal place of business in Bismarck, North Dakota.

2. NIMECA is a member of Corn Belt and is a cooperative association whose members are municipal electric utilities.

3. Webster City is a member of NIMECA and owns, operates, and maintains electric generation, transmission, and distribution facilities used for providing electric utility service at retail to its customers.

4. Corn Belt, NIMECA and Webster City entered into a Wholesale Firm Power Contract on September 26, 2011 which set forth the terms and conditions governing Corn Belt's sale and NIMECA's and Webster City's purchase of electric power and energy, and the ownership, operation, maintenance, and continued financing of Corn Belt's and Webster City's respective generation and transmission facilities utilized by the Combined System. It is now the desire of all parties to extend the initial term to the date of December 31, 2055.

IT IS, THEREFORE, that all parties agree to amend Section 6.1 of Article 6 of the original Wholesale Firm Power Contract titled "Effective Date and Term" by extending the initial term from the date of December 31, 2050 to the date of December 31, 2055. Per this Amendment, any other reference to the date of December 31, 2050 shall now amended to the date of December 31, 2055. Further, all other provisions of this original Wholesale Firm Power Contract entered into on September 26, 2011 and amended on August 18, 2014 shall remain in full force and effect.

This Amendment to the Wholesale Firm Power Contract shall be subject to the approval of the Boards of Directors of Corn Belt and NIMECA, the City Council of the City of Webster City, the City of Webster City's bond counsel, Basin Electric Power Cooperative, and the Administrator of Rural Utilities Service.

IN WITNESS WHEREOF, the parties hereto sign and execute this agreement on this 8th day of December, 2015.

CORN BELT POWER COOPERATE

By: Donald Feldman
Donald Feldman, President
(Name and Title)

CITY OF WEBSTER CITY, IOWA

By: Doug Getter
Doug Getter, Mayor
City of Webster City, Iowa

NORTH IOWA MUNICIPAL ELECTRIC
COOPERATIVE ASSOCIATION

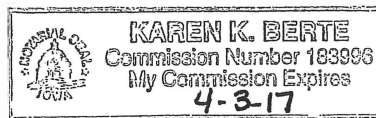
By: Bradley A. Honold
Bradley A. Honold, President
(Name and Title)

ATTEST:

Karyl Bonjour
Karyl Bonjour, City Clerk

STATE OF IOWA, COUNTY OF HUMBOLDT: ss

On this 1st day of December, 2015, before me, a Notary Public in and for the State of Iowa, personally appeared Donald Feldman, to me personally known, and, who, being by me duly sworn, did say that they are the President of Corn Belt Power Cooperative; and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Directors, and that Donald Feldman 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.



Karen K. Berte
Notary Public in and for the State of Iowa.

STATE OF IOWA, COUNTY OF Humboldt: ss

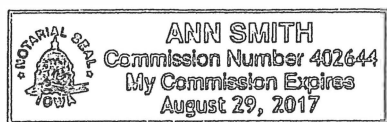
On this 8th day of December, 2015, before me, a Notary Public in and for the State of Iowa, personally appeared Bradley A. Honold, to me personally known, and, who, being by me duly sworn, did say that they are the President of North Iowa Municipal Electric Cooperative Association; and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Directors, and that Bradley A. Honold 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.



Jenica Rutz
Notary Public in and for the State of Iowa.

STATE OF IOWA, COUNTY OF HAMILTON: ss

On this 16th day of November, 2015, before me, a Notary Public in and for the State of Iowa, personally appeared Doug Getter and Karyl K. Bonjour, to me personally known, and, who, being by me duly sworn, did say that 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, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, and that Doug Getter and Karyl K. 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.



Ann Smith
Notary Public in and for the State of Iowa.



MEMORANDUM

TO: Mayor and City Council

FROM : Daniel Ortiz-Hernandez, City Manager
Beth Chelesvig, Administrative Services Director

DATE: November 20, 2023

RE: Council Request for Organization Leadership Survey

SUMMARY: In light of the planned departures of the City Manager and the Assistant City Manager, and vacant Public Works Director position, the City Council requested information on conducting a survey of the City's leadership and/or employees.

PREVIOUS COUNCIL ACTION: The City Council discussed item at November 6, 2023 City Council Meeting.

BACKGROUND/DISCUSSION: Staff reached out to various firms and individuals capable of performing the services the City Council desires. Staff engaged the following firms in discussions

- GovHR
- CP2 Consulting, Inc.
- Mark Jackson Consulting
- Gallup, Inc.

The firms had the opportunity to review the recorded video discussion of the City Council meeting from November 6, 2023. Each firm relayed to staff that they can serve the City of Webster City and asked questions to clarify and obtain additional details related to the City's goals, expectation, and challenges that may be motivating the City to pursue this at this time. There was some confusion as whether the City was seeking to survey all the employees, council and senior management, or some customized methodology. The following is a summary of potential options and services some of the firms contacted can provide:

- **GovHR/ Local Government Workplaces Initiative (The University of North Carolina at Chapel Hill)**
Point of Contact: Mary Jacobs, Executive Vice President for Consulting Services
<https://www.govhrusa.com/associates/mary-jacobs/>

After reviewing the City Council meeting and speaking with staff, GovHR stated that they perform employee surveys, but also recommended based on the City Council's discussion on the November 6th that their workplace climate assessment study process may align with what the City Council is seeking. GovHR has a partnership with the Local Government Workplace Initiative at the University of North Carolina – Chapel Hill under the leadership of Dr. Leisha DeHart-Davis.

Dr. Leisha DeHart-Davis bio: <https://www.sog.unc.edu/about/faculty-and-staff/leisha-dehart-davis>
Leisha DeHart-Davis is a professor of public administration and government at the School of Government. Her applied research focuses on workplace climate in local government

organizations. DeHart-Davis's academic research addresses public sector organizational behavior, most recently, employee voice, organizational structure, and citizen and workplace incivility.

She is a faculty member in the School's Master of Public Administration program and directs the Local Government Workplaces Initiative, a research program that conducts workplace climate and employee engagement research to help local governments create great workplaces.

*DeHart-Davis is a National Academy of Public Administration Fellow and recipient of the 2019 Gary Cornia Distinguished Lecturer given by the Romney Institute of Brigham Young University. She has published two books, the award-winning *Creating Effective Rules in Public Sector Organizations* and *Understanding Gender Imbalance in Public Sector Leadership*. Her research has also been published in the *Journal of Public Administration Research and Theory*, *Public Administration Review*, *International Public Management Journal*, *Administration and Society*, and *Review of Public Personnel Administration*.*

DeHart-Davis is past-president of the Public Management Research Association and a UNC Thorp Faculty Engaged Scholar. She holds a Ph.D. in public policy from the Georgia Institute of Technology.

The Local Government Workplaces Initiative at the University of North Carolina – Chapel Hill seeks to help cities and counties improve their workplaces by listening to their employees. (<https://lgwi.web.unc.edu/>)

- *Research Contracts. LGWI offers contractual services including, but not limited to, secondary data analysis, employee surveys, focus groups, and employee interviews.*
- *Basic Plan and Up. Basic employee survey packages start at \$5000, including Tableau visualization of results and an hour-long conference call to discuss results. The survey instrument is comprehensive, covering an array of topics including teamwork, morale, workplace dynamics, structure, and employee satisfaction with benefits. Participants receive, for their local government, percentage responses for each survey question, average responses by department, comparisons with other jurisdictions and anonymous comments from employees. We also do a small number of deep-dive sessions with employees to interpret survey results and identify ideas for improving the results. Beyond the basic plan, the cost of participation is based on the number of employees surveyed and the extent of survey customization. Based on your survey results, we can work with you to identify trainers and consultants to assist your organizational development needs.*
- *Consulting Assistance. LGWI works with a roster of consultants and UNC's Center for Public Leadership and Governance to help you use survey results to improve the city/county workplace.*
- *Employee Survey Topics. Employee surveys can serve a wide range of purposes: measuring employee morale, soliciting feedback on potential policy changes, estimating the demand for employee programs, understanding diversity dynamics, to name just a few. Below are just a few of the topics for which the research team has expertise and from which local governments can explore in their employee surveys.*
- **Mark Jackson Consulting in partnership with Marketa Oliver, President of Theia Management Consulting, LLC**
Mark Jackson has worked in city government for 30 years, first as the Village Manager in Homer, Michigan, and since 1993, as the City Administrator in Story City, Iowa. Mark is an ICMA Credentialed

Manager. He is an adjunct instructor for Iowa State University. He also has provided consulting services upon request by cities for the past 16 years. He is a past Iowa League of Cities Board member.

Marketa Oliver has over 30 years in city and state government. She currently serves as the City Administrator in Bondurant, Iowa. She has also previously served as an administrator at the Iowa Workforce Development and adjunct professor at Drake University. She is an ICMA Credentialed Manager and holds a certification as a Senior Professional in Human Resources (SPHR). She has extensive experience in managing a variety human Resources, economic development, and negotiations.

Mark Jackson proposed facilitating/moderating a work session with the City Council to discuss the council's goal's, expectations, and current trends affecting city governments. The session would be intended potentially to define or narrow the parameters of a desired survey or some other assessment that the City Council is seeking.

- **CP2 Consulting**

CP2 Consulting provides strategic planning, organizational development, and civic-engagement planning services. Cory Poris Plasch is the founder and CEO of CP2 Consulting. Based out of Illinois, she's worked with several Iowa communities in the past. She is passionate about serving Iowa communities. She has a son who attended Iowa State University and two adult children who live in Des Moines.

Cory reviewed with staff potential options available to the City of Webster City. She recommends an organizational climate assessment she performs. She also suggested partnering the assessment with a goal setting session to consider appropriate responses to the assessment findings.

Cory has a master's degree in public administration with an emphasis on leadership and strategic management from Northern Illinois University. She has served in various leadership positions in the public and private sector, including Executive Director of the Wisconsin City/County Management Association, Membership Director for the Alliance for Innovation, and most recently as Vice President of Strategic Initiatives at POLCO. She has extensive experience working with both city and county government from her initial job as a 911 dispatcher through roles in the city manager's office in Illinois communities. She speaks across the country on multiple topics affecting local governments and public sector organizations.

- **Gallup, Inc.**

Gallup, Inc. is an analytics and advisory company well known for their opinion polling services, research, and consulting. They offer several public sector solutions. Some of the more well-known products and services include their Employee Engagement Q12 survey and Organization Culture Assessments. Gallup's Business Solutions Consultant will review the information provided and provide a recommendation on an appropriate solution.

None of the firms could provide an estimate on what their services would cost without obtaining a greater understanding of the goals and process desired. Gov HR indicated a comprehensive survey and strategic planning follow up may cost greater than \$20,000. CP2 Consulting or Mark Jackson Consulting would likely be less. The City Council has previously adopted a Code of Conduct and held annual goal setting session. This information found in the Code of Conduct and the goal setting report would provide consultants additional background information as they develop an appropriate process for the City.

FINANCIAL IMPLICATIONS: TBD

Adopted 12-1-08 by City Council motion.

**ETHICAL CONDUCT CODE
FOR
CITY COUNCIL MEMBERS**

This Code of Ethical Conduct is a policy statement designed to describe the manner in which members of the city council relate to one another, to city staff, to constituents and others while conducting business on behalf of the City of Webster City, Iowa.

POLICY INDEX

- I. Council Conduct With One Another
 - A. Public Meetings
 - B. Private Encounters
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I.

COUNCIL CONDUCT WITH ONE ANOTHER

A. Public Meetings

1. All discussions on difficult questions and tough challenges are legitimate elements within a public meeting; however, council members must maintain a degree of civility and decorum and refrain from making belligerent, personal, slanderous, threatening, abusive or disparaging comments.

2. If a council member is personally offended by the remarks of another council member, the offended council member shall make notes of the actual words used and call for a “point of personal privilege” that challenges the other council member to justify or apologize for the language used.

3. It shall be the responsibility of the mayor to keep the comments of council members on track during public meetings. Council members shall honor the efforts of the mayor to focus discussion on current agenda items. In the event a disagreement concerning the agenda or the mayor’s actions should arise, objections should be voiced politely and with reason, in compliance with parliamentary rules of procedure.

B. Private Encounters

1. The same level of respect and consideration of differing points of view among members of the city council that is deemed appropriate in public meetings shall be maintained in private conversations.

2. It is acceptable to publicly disagree about an issue, but it is unacceptable for a council member to make derogatory comments about the opinions or actions of other council members.

II.

COUNCIL CONDUCT WITH CITY STAFF

1. Governance of the city relies on the cooperative efforts of the city council, who set policy, and city staff, who implement and administer the council's policies. Every effort must be made to be cooperative and mutually respectful for the contribution made by council members and city staff towards the assurance of public confidence in the integrity of city government and its effective and fair operation.

2. All contact between members of the city council and city staff members shall be in compliance with the rules and policies established by the city manager and with the approval of the council.

3. Council members should never express concern about the performance of a city employee in public, to the employee directly, or to the employee's supervisor. Comments about staff performance should only be made to the city manager through private correspondence or conversation.

4. Council members must not attempt to influence city staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of city licenses and permits.

5. Council members shall refrain from attending city staff meetings unless requested by the city staff or the city manager.

6. All requests by council members for city staff support shall be made through the city manager who is responsible for allocating city resources in order to maintain a professional, well-run city government.

III.

COUNCIL CONDUCT WITH PUBLIC

A. Public Meetings

1. No signs of partiality, prejudice or disrespect shall be evident on the part of council members towards any individual participating in a public forum.

2. The mayor shall determine and announce limits on speakers at the start of a public meeting in order to assure an equitable, balanced and fair hearing.

B. Unofficial Settings

1. Council members will be frequently asked to explain a council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate for a council member to give an overview of city policy and that member's opinion about an issue and/or to refer the constituent to city staff for further information. It is inappropriate for a council member to overtly or implicitly promise council action, or to promise city staff will do or not do something specific.

2. Council members are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for the proper deportment in the City of Webster City. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by council members, 24 hours a day, seven days a week. It is serious and continuous responsibility.

IV.

COUNCIL CONDUCT WITH PUBLIC AGENCIES

A. Appearance

1. In the event a council member appears before another governmental agency or organization to give a statement on an issue, the council member must clearly state whether his or her statement reflects a personal opinion or represents the official position of the city council. If the council member is representing the city's official position, the member must support and advocate that position.

B. Correspondence

1. City letterhead may be used when the council member is representing the city and the city's official position. A copy of official correspondence shall be give to the city manager to be filed as part of the permanent record.

V.

COUNCIL CONDUCT WITH BOARDS AND COMMISSIONS

A. Position

The city has established several boards and commissions as a means of gathering more community input. Citizens who serve on boards and commissions become more involved in government and serve as advisors to the city council. They are a valuable resource to the city's leadership and should be treated with appreciation and respect.

1. Council members may attend any board or commission meeting, which are always open to any member of the public; however,

members must be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer – could be viewed as unfairly affecting the process. Any public comments by a council member at a board or commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire city council.

2. It is inappropriate for a council member to contact a board or commission member on behalf of an individual, business or developer. It is acceptable for council members to contact board or commission members in order to clarify a position taken by the board or commission.

VI.

COUNCIL CONDUCT WITH THE MEDIA

A. Official Spokesperson

1. The mayor and city manager are the designated representatives of the council to present and speak on the official city position. If an individual council member is contacted by the media, the council member should be clear about whether their comments represent the official city position or a personal viewpoint.

VII.

RESPONSIBILITY OF COUNCIL MEMBERS

In addition to those responsibilities set forth herein above, council members shall do the following, to-wit:

1. Fully participate in council meetings and other public forums while demonstrating respect, kindness, consideration and courtesy to others.

2. Prepare in advance for all council meetings and be familiar with the issues on the agenda. All handouts from individual council members should be distributed through the Thursday council packet.

3. Serve as a model of leadership and civility to the community.

4. Inspire public confidence and trust in city government.

5. Demonstrate honesty and integrity in every action and statement.

6. Participate in scheduled activities, when possible, to increase team effectiveness and city staff morale.

7. In order to assure independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions to which they have a material financial interest or where they have an organizational responsibility or personal relationship, which may give the appearance of a conflict of interest. In accordance with the law, no member shall participate in the disposition of any matter in which he or she is interested. For purposes herein, "interested", includes any direct or indirect financial or personal interest held by a member or member of his or her family. Before any matter is heard, a member having an interest shall state it and withdraw from participation, or he or she may disclose the facts involved and request a determination made by the council of whether a conflict of interest exists.

8. Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their

independence of judgment or action or give the appearance of being compromised.

9. Council members shall not use public resources not available to the public in general, including city staff time, the offices of city clerk and city attorney, equipment, supplies or facilities, for private gain or personal purposes.

10. In keeping with their role as stewards of the public interest, members of council shall not appear on behalf of the private interests of third parties before the council or any board, commission or proceeding of the city.

11. Members shall publicly share substantive information that is relevant to a matter under consideration by the council, which they may have received from sources outside of the public decision-making process.

Any contact that a council member has with a party involved, or potentially involved, in a matter that is or will be before the city council, outside of the public hearing process is known as an ex-parte contact. Engaging in outside, or ex-parte contacts can violate due process requirements and should be avoided if at all possible. The job of the city council member is to make decisions or recommendations based solely on the evidence presented during the public hearing. If ex-parte contact is unavoidable, any substantive information a council member receives related to the matter at hand must be made a part of the public record so that it can be available for consideration or challenge by all interested parties. This should be done by way of a public statement made by the council member at the city council meeting.

12. Council members shall respect the confidentiality of information concerning the city-operated utilities, city property, city personnel or any other affair of the city. Any disclosure of confidential information made without proper legal authorization, shall be considered as willful misconduct or malfeasance in office as defined by Section 66.1A of the Iowa Code.

VIII.

SANCTIONS

1. Council members who intentionally or repeatedly do not follow the provisions within the Code of Ethical Conduct may be reprimanded or formally censured by the council through the procedures set forth in Article IX below.

2. The council may pursue its options under State or Local law for removal of a council member.

IX.

PROCEDURE FOR SANCTIONS

1. A council member or five (5) citizens of the City of Webster City, Iowa, may file a complaint against a council member who intentionally or repeatedly violates provisions of the Code of Ethical Conduct.

2. Said complaint shall be filed with the office of the City Clerk of Webster City, Iowa, with copies provided to all council members, the city manager and the city attorney.

3. The city council may request that an investigation be made of those violations alleged in the complaint by directing the city manager, or those designated by the city manager, to make a finding and to file a report with the council within a period of time as established by the council.

4. The council member who allegedly has violated the provisions of the Code of Ethical Conduct may respond and have those comments made a part of the report to council.

5. Upon the receipt of a report regarding the complaint, the council may dismiss the complaint, set a hearing before the council or impose sanctions under Article VIII above.

6. All voting in reference to sanctions requires a four-fifth (4/5) vote of the council.

X.

PROCEDURES FOR REMOVAL

Removal of a council member may be brought before the council under a duly adopted ordinance as provided by Section 66.30 of the Iowa Code, or under Chapter 66 of the Code of Iowa.

THIS POLICY IS APPROVED BY ~~RESOLUTION~~ MOTION
~~#~~ of the City Council for the City of Webster City, Iowa, and made
effective on the 1st day of December, 2008.

PASSED and ADOPTED:

CITY OF WEBSTER CITY, IOWA

**By: Eugene C. Gray,
MAYOR**

**ATTEST:
Justin Moore
CITY CLERK**

City Council Meeting Minutes December 1, 2008

11. It was moved by Adams and seconded by Kloberdanz that the Ethical Conduct Code for City Council Members be amended by changing language in section 9 item number 6 by requiring a majority vote of 4/5 to impose sanctions be approved.

ROLL CALL: Borer, Gillette, and Gray voting aye.
 Adams and Kloberdanz voting nay.

The Following Residents Spoke

Dick Lubbers spoke to Council on his concerns as a resident and that the Code is designed for the future. He stated that the Code sends the proper message to the community.

Ron Birkestrand spoke in favor of the Ethical Code and wants all Council people to remember to do their job.

Myra Maxon spoke and wondered if the May 2009 date meant anything special as far as enacting the Ordinance and stated she was concerned that a process be in place as soon as possible.

Mayor Gray stated that it was not a set date and that an Ordinance could be enacted anytime sooner or later.

It was moved by Kloberdanz and seconded by Adams that the Ethical Conduct Code for City Council Members be approved.

ROLL CALL: Adams, Borer, Gray and Kloberdanz voting aye.
 Gillette voting nay.

12. It was moved by Gillette and seconded by Borer that the first reading of a proposed Ordinance amending the City Code of the City of Webster City, Iowa, 1996, by replacing Chapter 111 of Title 3 Establishing New Rates to be charged for electrical energy sold by the City of Webster City be approved.

ROLL CALL: Borer, Gillette, Gray, Kloberdanz and Adams voting aye.

RESOLUTION NO. 2020 - 206

**ADOPTING THE GUIDANCE FOR CITY STAFF
WORKING WITH CITY COUNCIL POLICY
FOR THE CITY OF WEBSTER CITY, IOWA**

WHEREAS, the City of Webster City desires to formally adopt a Policy on Guidance for City Staff Working with City Council; and,

WHEREAS a policy was previously adopted by motion of the City Council on November 18, 2008; and,


WHEREAS, said policy is to serve as a guide for City Staff, the City Manager, and City Council; and,

WHEREAS, the City Council has reviewed said Guidance for City Staff Working with City Council policy.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, Iowa, that the Guidance for City Staff Working with City Council Policy is hereby adopted; and,


BE IT FURTHER RESOLVED that all resolutions and motions in conflict with this resolution are hereby repealed.

Passed and adopted this 14th day of December, 2020.



John Hawkins, Mayor

ATTEST:


Karyl K. Bonjour, City Clerk

Policy regarding guidance for working with City Council:

Requests from City Council Members are to be treated as you would treat a request from the City Manager. City Council Members are our elected officials. The expectations and the official policy of the City are as follows:

- 1) All requests from City Council Members that require less than two hours of work are to be directed through the City Manager and are to be answered promptly and completely. The responses should be provided in writing to the requesting Council Member with a copy to the City Manager. The nature of this request nor this information should not be provided to other Council Members nor should it be discussed. For brief answers to simple questions, Council Members may go directly to staff members.**
- 2) If a request is going to take longer than two hours of time to complete, the request should be taken to the City Manager for a determination as to whether work on the project will proceed or whether the request will be taken to the full City Council to ensure that such a request has the support of the majority of Council. Should this be the case, the requesting Council Member will be notified of this course of action and have the option of whether to take the request to the full City Council or not.**
- 3) Where requests from City Council Members involves an issue currently before the City Council as either a work item or an agenda item, the question and response shall be provided to all Council Members and the City Manager.**
- 4) All "legal opinions" requested of the City Attorney shall be directed through the City Manager.**

**CITY OF WEBSTER CITY, IOWA
GOAL SETTING REPORT
2023**

Mayor:

John Hawkins

City Council:

Matt McKinney

Abbie Hansen

Megan McFarland

Logan Welch

City Manager:

Daniel Ortiz-Hernandez

Assistant City Manager/Public Works Director:

Biridana (Biri) Bishop

Department Heads:

Police Chief: Shiloh Mork

Finance Director: Dodie Wolfram

City Attorney: Zack Chizek

Water & Wastewater Sup.: Nick Knowles

Adm. Service Director: Beth Chelesvig

City Manager Secretary: Ann Smith

City Clerk: Karyl Bonjour

Fire Chief: Chuck Stansfield

Street Sup.: Brandon Bahrenfuss

Community Dev. Director: Ariel Bertran

Recreation & P.G. Dir.: Breanne Leshar

Electric Dist. Supervisor: Adam Dickinson

Facilitated by:

Patrick Callahan

Callahan Municipal Consultants,

LLC May 8, 2023

accepted by Council Resolution

2023-127 7-3-23

City of Webster City, Iowa

Mayor & City Council Goal Setting Session

2023

Introduction

The City of Webster City requested assistance from Patrick Callahan for a city council goal setting process. Mr. Callahan agreed to organize and facilitate a process that involved the following steps:

1. Prepare a questionnaire to identify department needs, capital projects, accomplishments, programs, issues, trends and team building suggestions.
2. Prepare lists of the potential budget modifications and suggested initiatives and programs based upon the comments of the elected officials and city department heads.
3. Conduct a goal setting session with the elected officials and department heads.
4. Preparation of this final report.

Goal Setting Work Session

City Council Members and the Mayor held an informal non-binding work session that was facilitated by Mr. Callahan on May 8, 2023. The City's elected officials and department heads were asked to do the following:

1. Identify the major accomplishments of the City in 2021 and 2022, as listed by the Mayor and Council, and by the City Department Heads **(Exhibits A & B)**.
2. Review the list of most important issues, concerns and trends facing the City in 2022, as listed by the Mayor and Council Members and by the City Department Heads **(Exhibits C & D)**.
3. Review and revise the list of potential initiatives, policies, and programs. **(Exhibit E - Updated)**
4. Indicate those initiatives and programs that are the most urgent or important at this time.
5. Review and revise the list of possible budget modifications. **(Exhibit F, G, and H)**
6. Indicate those capital projects that are the most urgent or important at this time.
7. Provide comments and suggestions regarding teamwork objectives. **(Exhibits I and J)**

Note: The Letter of Introduction, the Agenda for the Goal Setting Session, and the Preliminary Questionnaire are attached to this report as Appendix A, Appendix B and Appendix C, respectively.

INITIATIVES AND PROGRAMS – 2023

The Mayor and City Council identified the following initiatives and programs as the most urgent or important.

A. Top Priority Programs and Policies

1. Develop a stormwater utility to help offset costs associated with upgrades needed for stormwater infrastructure.
2. Downtown Programs
 - Review options available for downtown revitalization (grants, etc.)
 - Downtown Façade/Rehabilitation Program/Downtown Design Standards
 - Upper Story Housing Loan/Grant Program
 - Work with Chamber of commerce to help downtown businesses – marketing, business management.
3. Develop employee programs to ensure we aren't losing our staff to other places.
4. Develop strategic plan for use of LMI Funds to improve housing stock condition.
5. Rental Inspection Program.
6. Ongoing review of all utility rates – water, sewer, & electric.
7. Text Alerts for Community Events, Notices, & Emergencies.
8. Programs that inform all residents of the City and Community assistance available in multi languages.

NOTE: A complete list of all programs and initiatives, as ranked by the Mayor and City Council Members is attached as **Exhibit C**.

BUDGET MODIFICATIONS – F.Y. 2023-24

Since the City recently adopted a comprehensive capital improvements plan, there was no need to identify additional capital projects and equipment purchases. Therefore, the 2023 goal setting process was modified to include the listing and ranking of potential reductions and possible revenue enhancements for the next city budget. The City Department Heads and City Council Members submitted 37 suggestions on various ways to balance the City's General Fund Budget.

City Department Heads and Council Members used an A, B, C, & D ranking process with A being the most preferred option and D being the least preferred action for all 37 suggestions. A summary of how each suggestion was ranked are as follows:

Exhibit F – City Council Member Rankings of Budget Modifications

Exhibit G – Department Heads Rankings of Budget Modifications

Exhibit H – Composite Scores of All Suggestions from Most Preferred to Least Preferred Option.

The composite scores in Exhibit H were obtained by assigning 4 points to an “A”, 3 points to a “B”, 2 points to a “C”, and 1 point to a “D” and totaling all the scores. Each budget modification was then given a composite score based upon the points awarded by each individual person, who ranked the ideas. All of the suggestions were then listed in order based upon the total score from the highest to the lowest. The rankings or the order was based solely on the rankings of the city council members.

TEAM BUILDING AGREEMENTS

The Mayor and City Council reviewed a list of ideas and suggestions relating to team building and building a better working relationship. The list of team building suggestions submitted by council members is identified as **Exhibit E-1**. The City Department Heads also identified their team building suggestions and their list is identified as **Exhibit E-2**.

FUTURE PLANNING SUGGESTIONS

It is recommended that the city staff and management team prepare an “action plan” for the initiatives & programs. The action plan for each goal would define the steps needed to accomplish the various tasks or objectives. These action plans could then be presented to the Mayor and City Council for review and approval and made a part of this Goal Setting Report.

It is recommended that the goals and objectives be posted in the Council Chambers at City Hall. The posting of the City Council’s goals and objectives will serve as a reminder to the City Department Heads and Staff Members as to the priorities that were established by the Mayor and City Council.

It is recommended that the City Council review the lists of initiatives, and programs, and monitor the progress that is made on each item on a quarterly basis. The City could use a format that shows the project or item side by side with a comment that updates the City Council and the residents of the City on the progress that has been made on each item at the end of each quarter. The tentative dates for the quarterly updates are: August 21, October 16, January 16, and May 15.

It is important to note that the prioritizing of all the capital projects and various initiatives is not “cast in stone.” The two lists can be modified as new circumstances may dictate. Hopefully, the Mayor and City Council will repeat this process in 2024, which may result in some additional modifications.

COMMUNICATION OF COUNCIL GOALS AND OBJECTIVES TO CITIZENS

Since the citizens of Webster City are basically the “shareholders” or owners of the City, it is important that they are informed about the goals and objectives that have been established by the Mayor and City Council. The following is a brief summary of various activities that have been used in other cities to communicate the City Council’s goals and objectives to local residents.

1. ***City Website.*** After the Mayor and City Council have reviewed and formally adopted the Goal Setting Report, a copy of the report can be placed on the City’s website for review by the citizens of Webster City.

2. **Newspaper Article.** The City could request that the local newspaper publish a list of the City Council's goals and objectives.
3. **Town Hall Meeting.** The City Council could schedule a town hall meeting or public forum to present a summary of the City's goals and objectives and to seek comments and observations from local residents.
4. **City Hall Posting of Goals.** The Council's goals and objectives could be posted in the lobby area at City Hall for interested residents to review.
5. **Open Houses – City Facilities.** Annual "open houses" at various City buildings, such as City Hall, Police Station, Fire Station, Public Works Building, Aquatic Center, Wastewater Treatment Plant, Water Plant, and Library could be held to inform the citizens about the upcoming City projects and programs that have been proposed.
6. **Community Leaders' Meeting.** The Mayor and City Council could schedule an annual or semi-annual meeting with the School Board, County Board of Supervisors, and the Chamber of Commerce Board of Directors to review and discuss the City Council's goals and objectives. These meetings could also provide an opportunity to learn more about the projects, programs, and objectives under consideration by these same organizations.
7. **Presentations to Service Clubs.** The Mayor, Council Members, and City Manager could make brief presentations to local services clubs and organizations outlining the goals and objectives.
8. **Public Places –Reading Material.** A copy of this Goal Setting Report or a brief summary of the City's goals and objectives could be made available in public places, such as the Webster City Library, medical clinics, lawyer offices, or where local residents could read this report while waiting for appointments.
9. **Council/Department Heads Meetings.** Schedule quarterly or semi-annual informal work sessions between City Council Members and City Departments to provide an update on ongoing projects, answer questions, and get acquainted.

FINAL COMMENTS

It was a pleasure to assist the City of Webster City with this goal setting process. We were impressed with the level of cooperation of the city staff and the elected officials.

Once again, thanks to the City Department Heads, the Mayor, and the City Council Members for the great cooperation and timely response during this process.

Patrick Callahan - Callahan Municipal Consultants, LLC
May 9, 2023

CITY OF WEBSTER CITY, IOWA

MAY 8, 2023

UNOFFICIAL BALLOT – RANKING OF PROPOSED BUDGET MODIFICATIONS

1. Purpose of Ranking System

While none of the proposed modifications to the City's General Fund Budget are desirable, the reality is that the City Council will need to make some very difficult decisions prior to the next fiscal year. The purpose of this "unofficial ballot" is to obtain a preliminary indication of how the various budget modifications rank in comparison to other proposals.

2. The Ranking System

The ranking system is fairly simple – assign an A,B,C, or D ranking to every single proposed modification, using the following:

- A – Acceptable/Most preferred
- B – Acceptable/Not thrilled with the idea
- C – Not very acceptable/Only as a last resort
- D – Least acceptable/Could not support

3. Limitation on Ranking Options

While there is the "temptation" to rank every option with a "C" or "D", this approach will not solve the problem. Therefore, we will need to assign a maximum number each of the four options, based upon the total number of options. We will divide the total number of modifications by four, because there are four options. Therefore, the number of A,B,D, and D rankings is as follows:

A Rankings – No more than 10.

B Rankings – No more than 9.

C Rankings – No more than 9.

D Rankings – No more than 9.

(Each participant was asked to rank all 37 suggestions that were submitted.)

We would suggest that you do the ranking process in the following order and in pencil:

1. Select all of your "A" rankings.
2. Select all of you "D" rankings.
3. Count to make sure your under the limit
4. Finish with your "B" and "C" rankings.
5. Do your final count.

4. Consider this Ranking Process as a “First Step”

This ranking process is not “cast in stone” and is merely a preliminary step in the process. The final modifications to the General Fund budget will require additional thought and discussion at a follow-up meeting in the near future. While some difficult decision will need to be made, this type of ranking process gives all five elected officials an “equal voice” in the process. The final decisions will require thoughtful and respectful discussion and consensus.

5. Consultant’s Calculations

The Consultant will provide a spreadsheet showing how each proposed budget modification was ranked. He will also provide a numerical score for each proposed budget modification using the following:

A = 4 points

B = 3 points

C = 2 points

D = 1 point

The proposed modifications will then be ranked from the most preferred proposal to the least preferred proposal, based upon the numerical or composite scores.

EXHIBIT A
CITY OF WEBSTER CITY, IOWA
GOAL SETTING SESSION 2023-24

Major Accomplishments – Mayor & Council Members Responses

1. AMI metering approved and moving forward
2. Moving forward with Splash Pad project
3. Continued Park & Rec improvements: Pickle ball court, mini soccer pitch
4. Grant received for backup generator for sewer lift stations
5. Contract for automated traffic speed cameras
6. Continued abandoned property acquisition and city cleanup
7. New Equipment and Soccer Addition to East Twin Park
8. New Playground to Nakomis Park
9. New businesses coming to town
10. Getting Platinum Connect to our area
11. Hiring Daniel & Biri – having consistent & competent management
12. Changing Halloween to consistent Saturday
13. Making needed steps to move forward with Wastewater Treatment Plant Improvement Project
14. Making Steps toward filling City leadership positions lost due to retirement etc.
15. More murals
16. K-9 Drug Dog in Police Department
17. Completion of Second Street

EXHIBIT B
CITY OF WEBSTER CITY, IOWA
GOAL SETTING SESSION 2023-24

Major Accomplishments – Department Heads’ Responses

1. Continued road rehabilitation projects – 2021 HMA and 2021 2nd Street
2. Continued updates to East Twin Park and West Twin Park
3. Securing financing for WWTP construction and entering the design phase
4. Re-established collaborative relationship with the Chamber of Commerce
5. Addition of K9 to Police Department
6. Integration of technology to streamline processes – Advanced Metering Infrastructure (AMI), building permits, code enforcement, fleet management, and water fill station.
7. Repaired and refurbished pool slide structure
8. Water Treatment Plant Upgrades
9. Park renovations – pickle ball courts, mini pitch, sitting area and renovation of Brewer Creek Park shelter
10. Building updates/upgrades – Cemetery update buildings inside, fire department new paint, trim, new shelter West Twin Park.
11. Grants to assist with paying for needed items, roads, parks, etc.
12. New digital radio equipment for Police and Fire Departments.
13. New occupancies in town – Karls Chevrolet, Wild Cat Distilling, Scooters, Food Trucks.
14. Underground electric project continuing
15. Second Street project
16. Hiring of engineers to assist in planning
17. Fleet Maintenance Software
18. FEMA grant for emergency backup power for lift stations
19. Cybersecurity for the City’s network.

20. Increase in nuisance and abandoned property disposal.
21. Updated purchasing and credit card policies.
22. Hiring of Community Development Director.
23. Adoption of the latest building code version (2021 IBC)
24. Reveiz Annexation
25. Updated Comprehensive Plan in 2021
26. While we have worked through a few retirements, there are more on the horizon. We have been able to fill some positions and training is going well.
27. Leadership training, we completed a week long training in October of 2022 and will have a refresher course for those that went through that session and then another week long session for more staff.
28. Completion of Southfield Heights underground construction.
29. Progress towards all LED street lighting
30. Electric System Comprehensive Study
31. ADA Compliance report completed

EXHIBIT C
CITY OF WEBSTER CITY, IOWA
GOAL SETTING SESSION 2023-24

Issues and Concerns – Mayor & City Council Member Responses

1. Large capital project expenses on multiple projects
2. Ability to cover expenses with General Fund
3. Water & Sewer rate increases needed to cover new Wastewater Treatment Plant, and future Water Treatment Plant replacement and need for electric rate increase.
4. Succession planning : Several retirements in last year and multiple other possible in the next 2-4 years.
5. Pinhole leak resolution/litigation
6. Concrete spalling issue with 2nd Street and Broadway
7. Opportunity – downtown revitalization
8. Opportunity – Working with the County on the Wilson Brewer Park (28E, elected board, large cash donation to continue improvements and operations.)
9. Willson Brewer Park
10. Water Complaints/Issues
11. More Communication between council
12. Financials
13. Council that is dominated and influenced and bullied by long time members
14. Relationships with Council & City Staff
15. Trust that Citizens have in City in rates needed to fund projects.....the effect that has on fixed incomes
16. Wilson Brewer Park Board
17. City management that wants to leave already due to council behavior

EXHIBIT D
CITY OF WEBSTER CITY, IOWA
GOAL SETTING SESSION 2023-24

Issues and Concerns – Department Heads’ Responses

1. Health of the Water and General Fund
2. Integration of diverse population relocating to Webster City
3. Environmental regulations that will push towards more stringent EPA & DNR regulations associated with water, stormwater, wastewater and electrification.
4. City’s aging housing stock and dilapidated building conditions in Downtown District.
5. Aging small business owners with no succession plans.
6. Relationship with School District
7. Public perception of government – increasing distrust of government
8. Livability of community with increased need to raise utility rates
9. Affordable housing
10. High cost of living in Webster City
11. Possible loss of State revenues
12. General fund budget – maintaining a balanced budget
13. Attracting young adults/families to move to the community
14. Attracting commercial businesses/restaurants to our community
15. Legislation with General Fund – possible restriction on dollar increase per year
16. Legislation with LOSST – possible restructuring (unknown on how that will look)
17. Utility rates – need to raise for projects, but can the average citizen afford them
18. Retirements
19. Aging population
20. Transparency

21. Continue the Cybersecurity training provided through KnowBe4.com
22. No storm sewer fund
23. Lead Service Line Replacement Program
24. Aging Water Distribution System (4 inch water mains)
25. Deteriorating of street surfaces
26. Fuller Hall – being land locked
27. Overabundance of wood chips
28. Aging outdoor pool
29. Job market is difficult employee recruiting and retention is challenging. It is getting more and more difficult to be competitive for positions, specifically some of our top positions.
30. Long term fund forecasts and steps that need to be taken now to insure the City manages for the future.
31. Lack of incentives to attract new businesses to town
32. Appearance of lack of support for city employees and their abilities.
33. Lack of communication between administrators, administrators between department heads, as well as department heads between department heads.
34. Need for more communication or interaction between Council members and department heads.
35. Opportunity – building partnerships to create new programs that will benefit the City, Schools, Employers. and Community as a whole.
36. Long lead time on crucial electrical components
37. Rising cost of electrical and construction materials
38. Need to dedicate one city employee to the abandoned properties
39. Need for enough resources for growing Hispanic population
40. Staff capacity – time and resources are limited and City tends to be more reactive than proactive regarding City needs.

EXHIBIT E – UPDATED**CITY OF WEBSTER CITY, IOWA
GOAL SETTING SESSION 2023-24****Significant Initiatives, Programs & Policies – Mayor & City Council Rankings**

Policy & Program	Debt. Head	Council
1. Develop a stormwater utility to help offset costs associated with upgrades needed for stormwater infrastructure	1	5
2. Downtown Programs <ul style="list-style-type: none">• Review options available for downtown revitalization (grants, etc.)• Downtown Façade/Rehabilitation Program/Downtown Design Standards• Upper Story Housing Loan/Grant Program• Work with chamber of Commerce to help downtown businesses – marketing, business management.	7	5
3. Develop employee programs to ensure we aren't losing our staff to other places.	6	5
4. Develop strategic plan for use of LMI Funds to improve housing stock condition.	5	5
5. Rental Inspection Program	3	5
6. Ongoing review of all utility rates – water, sewer, & electric	13	4
7. Text Alerts for Community Events, Notices, & Emergencies	5	4
8. Programs that inform all residents of the City and Community assistance available in multi languages.	2	3
9. Career Readiness Program – In partnership with the schools and employers.	7	2
10. Perform a stream erosion assessment to identify an strategic approach to erosion control and preservation of trails along waterways.	4	1
11. Restrooms at East Twin Park	1	1
12. Open houses at departments for better understanding of what city does	11	-
13. Inspection & Enforcement Program for rental properties – Combined with No 5.	7	-
14. Industrial pretreatment agreements.	6	-

15. Succession planning for future retirements	5	-
16. Increase fees at Dump Site to contractors for disposal of wood	5	-
17. Pay out 50% of accumulated sick leave after 20 years of service with the City	3	-
18. Develop community outreach program for emergency services – police and fire	3	-
19. Vacant Building Registry Program	2	-
20. FOG program to protect city sanitary sewers	2	-
21. Incentives to City employees for residing within the city limits	1	-
22. Homes for Iowa Home being placed in the community	1	-
23. Food Truck Ordinance	1	-
24. Make the Council Agenda Public on social media to share	-	-
25. Check into ways to support downtown growth, especially grant opportunities & improve high risk buildings with structural issues.	-	-
26. Identify long term solution for green waste site organic stock	-	-
27. Establish relationships with service groups to support community needs	-	-
28. New City Handbook	-	-
29. ADA Compliance Plan survey	-	-
30. Neighborhood Rehab Program	-	-
31. Reorganization of city government to include restructuring departments and duties.	-	-
32. Review comparable communities to ensure employees are paid adequately	-	-
33. Better communication to the public	-	-
34. See Click Fix Technology/Communication between residents and local government	-	-

EXHIBIT E
CITY OF WEBSTER CITY, IOWA
GOAL SETTING SESSION 2023-24

Significant Initiatives, Programs & Policies – Mayor & City Council Members’ Responses

1. Ongoing review of utility rates
2. Review options available for downtown revitalization (grants, etc.)
3. Make the Council Agenda public on social media to share
4. Check into ways to support downtown growth, especially grant opportunities & improve high risk buildings with structural issues.
5. Restrooms at East Twin Park

EXHIBIT F**COMPOSITE SCORES OF ALL
SUGGESTIONS FOR BUDGET MODIFICATIONS
CITY OF WEBSTER CITY – 2023**

Suggestions	Score
1. Conversion of street and facility lights to LED	45/19
2. Rental Registration and Inspection – This would be a new program that requires that rental properties to register with the City and complete an inspection, either annually or every 3 years depending on their inspection rating.	43/19
3. Develop a storm water utility to help pay for costs associated with storm water infrastructure maintenance.	50/18
4. Aggressively pursue grant opportunities	47/17
5. City Manager's Office already has 3 more full time positions than before we seem to be finding jobs for people.	22/17
6. Use more Hotel Motel tax internally	45/16
7. Have one fire truck that does multiple jobs tanker and pumper have a smaller UHP fire truck 1/3 price twice the impact.	31/16
8. Increase the rentals fees for park rentals/Fuller Hall rentals	45/15
9. Go back to 12 police officers have code enforcement back in City Manager's office doing code enforcement and rental inspections and other duties. It has not been any improvement having an officer doing code enforcement.	26/15
10. Vacant Building Registry Fee – bi-annual fee that is paid by property owners that are utilizing their building as storage in an area that is not zoned for this and/or that are sitting vacant. This fee will be bi-annually and at 6 months it requires an inspection by the building department in partnership with the Fire Department.	43/14
11. Review and update personnel policy as it relates to overtime and comp time.	29/14
12. Develop a strategic plan to reinvest in commercial and residential building stock to increase tax base.	29/14
13. Increase the fee for plan review. We are currently at 35% of the permit fee, whereas other communities are up to 65%.	48/13
14. Re-evaluate needs based on essential services (need vs want and mission critical need)	44/13

15. Essential services should be a priority (Combined with #14)	
16. Hire or contract out grant writing work to pursue available state and federal dollars to help offset costs associated with major projects.	36/13
17. Cut spending at WBHP	31/13
18. Increase water rates	49/12
19. Increase fees for permits, fines, non-essential services – but it should be carefully reviewed.	44/12
20. On an annual basis, revisit master fee schedule and increase fees to ensure cost recovery.	42/12
21. Consideration of decreasing pool hours. Would like to see numbers of what would actually be saved.	37/12
22. Revisit pool and concessions stand prices to ensure adequate cost recovery or shorten pool season.	35/12
23. Combine city positions, if possible	26/12
24. Stop having Engineers hired for every job. The cost of engineering and Attorneys has increased dramatically in the past few years.	23/12
25. Re-evaluate the number of employees within Utility and City Manager's Offices	22/12
26. Combine services for efficiency (ex. Public Safety Department, Code Enforcement and Inspection, etc.)	29/11
27. Maybe get rid of EBS	19/11
28. Increase contractor Fee at Tree Disposal Site	42/10
29. Reduce hours at pool or Fuller Hall	38/10
30. Have less Police vehicles	36/10
31. Park & Rec: consider rolling new splash pad into existing swimming pool space rather than in addition to pool. Keep Fuller Hall open year round for lap swimming.	36/10

EXHIBIT G
CITY OF WEBSTER CITY, IOWA
GOAL SETTING SESSION 2023-24

Budget Modifications – Mayor and Council Member Responses

A. Budget Reductions

1. Park & Rec: Consider rolling new splash pad into existing swimming pool space rather than in addition to pool. Keep Fuller Hall open year round for lap swimming.
2. Maybe get rid of EBS
3. Consideration of decreasing pool hours. Would like to see numbers of what would actually be saved.
4. Combine city positions, if possible.
5. Cut spending at WBHP
6. Don't hire a Public Works director, we already have one
7. City Manager's Office already has 3 more full time positions than before we seem to be finding jobs for people. Do we really need a full time IT person at 100+ k a year?
8. Stop having Engineers hired for every job. The cost of engineering and Attorneys has increased dramatically in the past few years. Maybe you don't have to have cover your ass syndrome council has your back.
9. Have one fire truck that does multiple jobs tanker and pumper have a smaller UHP fire truck 1/3 price twice the impact.
10. Go back to 12 police officers have code enforcement back in City manager's office doing code enforcement and rental inspections and other duties. It has not been any improvement having an officer doing code enforcement.
11. Have less Police vehicles.

B. Revenue Enhancements

1. Use more Hotel Motel tax internally

EXHIBIT H
CITY OF WEBSTER CITY, IOWA
GOAL SETTING SESSION 2023-24

Budget Modifications – Department Heads’ Responses

A. Budget Reductions

1. Reduce hours at pool or Fuller Hall
2. Increase water rates
3. Assess cost to homeowners for street projects
4. Increase fees for permits, fines, non-essential services – but it should be carefully reviewed.
5. Police issuing more traffic tickets.
6. Increase the rentals fees for park rentals/Fuller Hall rentals.
7. Vacant building Registry Fee – bi-annual fee that is paid by property owners that are utilizing their building as storage in an area that is not zoned for this and/or that are sitting vacant. This fee will be bi-annually and at 6 months it requires an inspection by the building department in partnership with the Fire Department.
8. Rental Registration and Inspection – This would be a new program that requires that rental properties to register with the City and complete an inspection, either annually or every 3 years depending on their inspection rating.
9. Increase the fee for plan review. We are currently at 35% of the permit fee, whereas other communities are up to 65%.
10. Reduce the number of street lights in the City.

B. Revenue Enhancements

1. Conversion of street and facility lights to LED
2. Review and update personnel policy as it relates to overtime and comp time
3. Revisit pool and concessions stand prices to ensure adequate cost recovery or shorten pool season.
4. Aggressively pursue grant opportunities.
5. Remove a selection of capital improvement & capital equipment requests.
6. Re-evaluate the number of employees within Utility and Manager’s Offices.

7. Consider moving the Fire Department to a Volunteer only department.
8. Combine services for efficiency (ex. Public Safety Department, Code Enforcement and Inspection, etc.)).
9. Re-evaluate needs based on essential services (need vs. want and mission critical needs).
10. Essential services should be a priority.
11. Develop a stormwater utility to help pay for costs associated with stormwater infrastructure maintenance.
12. On an annual basis, revisit master fee schedule and increase fees to ensure cost recovery.
13. Hire or contract out grant writing work to pursue available state and federal dollars to help offset costs associated with major projects.
14. Develop a strategic plan to reinvest in commercial and residential building stock to increase tax base.
15. Increase Contractor Fee at Tree Disposal Site

CITY OF WEBSTER CITY, IOWA
GOAL SETTING SESSION 2023-24 - DEPARTMENT HEADS

Budget Modifications – Ranking – May 8, 2023	Rank
A. Budget Reductions	38/10
1. Reduce hours at pool or Fuller Hall	
2. Increase water rates	49/12
3. Assess cost to homeowners for street projects	36/8
4. Increase fees for permits, fines, non-essential services – but it should be carefully reviewed.	44/12
5. Police issuing more traffic tickets	23/10
6. Increase the rentals fees for park rentals/Fuller Hall rentals.	45/15
7. Vacant Building Registry Fee – bi-annual fee that is paid by property owners that are utilizing their building as storage in an area that is not zoned for this and/or that are sitting vacant. This fee will be bi-annually and at 6 months it requires an inspection by the building department in partnership with the Fire Department.	43/14
8. Rental Registration and Inspection – This would be a new program that requires that rental properties to register with the City and complete an inspection, either annually or every 3 years depending on their inspection rating.	45/19
9. Increase the fee for plan review. We are currently at 35% of the permit fee, whereas other communities are up to 65%.	48/13
10. Reduce the number of street lights in the City.	40/9
B. Revenue Enhancements	45/19
1. Conversion of street and facility lights to LED	
2. Review and update personnel policy as it relates to overtime and comp time.	29/14
3. Revisit pool and concessions stand prices to ensure adequate cost recovery or shorten pool season.	35/12

Budget Modification – Ranking – continued:	Rank
4. Aggressively pursue grant opportunities.	47/17
5. Remove a selection of capital improvement & capital equipment requests.	37/9
6. Re-evaluate the number of employees within Utility and Manager's Offices.	22/12
7. Consider moving the Fire Department to a Volunteer only department.	28/8
8. Combine services for efficiency (ex. Public Safety Department, Code Enforcement and Inspection, etc.).	29/11
9. Re-evaluate needs based on essential services (need vs. want and mission critical needs).	44/13
10. Essential services should be a priority. (Combined with #9)	--
11. Develop a storm water utility to help pay for costs associated with storm water infrastructure maintenance.	50/18
12. On an annual basis, revisit master fee schedule and increase fees to ensure cost recovery.	42/12
13. Hire or contract out grant writing work to pursue available state and federal dollars to help offset costs associated with major projects.	36/13
14. Develop a strategic plan to reinvest in commercial and residential building stock to increase tax base.	29/14
15. Increase contractor Fee at Tree disposal Site.	42/10
16. Camping at Kendall Young Park	35/9

Department Heads

Maximum – 56 – Most Referred

Minimum – 14 – Least Preferred

City Council

Maximum – 20

Minimum - 5

EXHIBIT H

COMPOSITE SCORES OF ALL SUGGESTIONS FOR BUDGET MODIFICATIONS CITY OF WEBSTER CITY – 2023

Suggestions	Score
1. Conversion of street and facility lights to LED	45/19
2. Rental Registration and Inspection – This would be a new program that requires that rental properties to register with the City and complete an inspection, either annually or every 3 years depending on their inspection rating.	43/19
3. Develop a storm water utility to help pay for costs associated with storm water infrastructure maintenance.	50/18
4. Aggressively pursue grant opportunities	47/17
5. City Manager's Office already has 3 more full time positions than before we seem to be finding jobs for people.	22/17
6. Use more Hotel Motel tax internally	45/16
7. Have one fire truck that does multiple jobs tanker and pumper have a smaller UHP fire truck 1/3 price twice the impact.	31/16
8. Increase the rentals fees for park rentals/Fuller Hall rentals	45/15
9. Go back to 12 police officers have code enforcement back in City Manager's office doing code enforcement and rental inspections and other duties. It has not been any improvement having an officer doing code enforcement.	26/15
10. Vacant Building Registry Fee – bi-annual fee that is paid by property owners that are utilizing their building as storage in an area that is not zoned for this and/or that are sitting vacant. This fee will be bi-annually and at 6 months it requires an inspection by the building department in partnership with the Fire Department.	43/14
11. Review and update personnel policy as it relates to overtime and comp time.	29/14
12. Develop a strategic plan to reinvest in commercial and residential building stock to increase tax base.	29/14
13. Increase the fee for plan review. We are currently at 35% of the permit fee, whereas other communities are up to 65%.	48/13
14. Re-evaluate needs based on essential services (need vs want and mission critical need)	44/13

15. Essential services should be a priority (Combined with #14)	
16. Hire or contract out grant writing work to pursue available state and federal dollars to help offset costs associated with major projects.	36/13
17. Cut spending at WBHP	31/13
18. Increase water rates	49/12
19. Increase fees for permits, fines, non-essential services – but it should be carefully reviewed.	44/12
20. On an annual basis, revisit master fee schedule and increase fees to ensure cost recovery.	42/12
21. Consideration of decreasing pool hours. Would like to see numbers of what would actually be saved.	37/12
22. Revisit pool and concessions stand prices to ensure adequate cost recovery or shorten pool season.	35/12
23. Combine city positions, if possible	26/12
24. Stop having Engineers hired for every job. The cost of engineering and Attorneys has increased dramatically in the past few years.	23/12
25. Re-evaluate the number of employees within Utility and City Manager's Offices	22/12
26. Combine services for efficiency (ex. Public Safety Department, Code Enforcement and Inspection, etc.)	29/11
27. Maybe get rid of EBS	19/11
28. Increase contractor Fee at Tree Disposal Site	42/10
29. Reduce hours at pool or Fuller Hall	38/10
30. Have less Police vehicles	36/10
31. Park & Rec: consider rolling new splash pad into existing swimming pool space rather than in addition to pool. Keep Fuller Hall open year round for lap swimming.	36/10

EXHIBIT I
CITY OF WEBSTER CITY, IOWA
GOAL SETTING SESSION 2023-24

Teamwork Suggestions – Mayor & City Council Members Responses

1. Talk more to each other calmly
2. I experience that any decision that was made prior to my appointment that is being revisited, I am told “well we committed to this before you so it’s done” this is regardless of our actual ability to commit to it. This behavior cuts out the ability to make changes needed to grow & change. It also makes new people on council not want to stay!
3. Council packet needs to be out earlier to allow for more time for council to look into issues.
4. Have all employees reporting on issues around town. Garbage tree limbs, furniture out front of houses for weeks. We should be more proactive not reactive. Police don’t think it is their job. It should be if you see it report it. Same with street and line departments.
5. Department heads being at city functions and fund raisers. A lot of residents money goes in your pockets you can at least be seen to give back.
6. The them and us between city employees and council is coming back. This needs to change all employees and council should be able to talk freely. When I came on council department heads were not allowed to talk to anyone or have an opinion. This had changed and we have been working well with input from all. Why the change.
7. We currently have the procurement process in silos.
8. Have the City’s fleet managed by one person one type of vehicle or equipment to save on parts and services.

EXHIBIT J
CITY OF WEBSTER CITY, IOWA
GOAL SETTING SESSION 2023-24

Teamwork Suggestions – Department Heads Responses

1. Attend conferences held by League of Cities and share knowledge obtained with others who were able to attend.
2. Believe council members have good teamwork – will possibly have new members next year – 2 terms expire end of year.
3. Physically spend time with each city department to understand their roles and needs.
4. Ask questions and do less “rubber stamping” of projects, requests, etc.
5. Roundtable meetings to promote communication, brainstorming and discussion on how to improve the community.
6. Mayor & Council set periodic meetings with City Manager to discuss concerns/issues.
7. Invite Mayor and Council to interact with staff on job sites for better understanding.
8. Quarterly meetings with department heads/directors on current goals and objectives/progress report.
9. Check in on goals that they have designated, if they have decided to add something not on that list or make significant changes to one of the designated goals, then discussion needs to be had on how that changes the established list and what their expectations are. While things change and adding or changing goals will happen I feel like mayor and council can lose sight of the staff time and financial aspects of these changes.

COMPOSITE SCORES OF BUDGET MODIFICATIONS

CITY OF WEBSTER CITY, IOWA GOAL SETTING SESSION 2023-24 DEPARTMENT HEADS – FIRST SCORE CITY COUNCIL – SECOND SCORE

Budget Modifications – Ranking – May 8, 2023		Rank
A. Budget Reductions		35/10
1. Park & Rec: Consider rolling new splash pad into existing swimming pool space rather than in addition to pool. Keep Fuller Hall open year round for lap swimming.		
2. Maybe get rid of EBS		19/11
3. Consideration of decreasing pool hours. Would like to see numbers of what would actually be saved.		37/12
4. Combine city positions, if possible.		26/12
5. Cut spending at WBHP		31/13
6. Don't hire a Public Works Director, we already have one		36/10
7. City Manager's Office already has 3 more full time positions than before we seem to be finding jobs for people. Do we really need a full time IT person at \$100+ k a year?		22/17
8. Stop having Engineers hired for every job. The cost of engineering and Attorneys has increased dramatically in the past few years. Maybe you don't have to have cover your ass syndrome council has your back.		23/12
9. Have one fire truck that does multiple jobs tanker and pumper have a smaller UHP fire truck 1/3 price twice the impact.		31/16
10. Go back to 12 police officers have code enforcement back in City Manager's office doing code enforcement and rental inspections and other duties. It has not been any improvement having an officer doing code enforcement.		26/15
11. Have less Police vehicles		36/10
B. Revenue Enhancements		45/16
1. Use more Hotel Motel tax internally		

