

AGENDA
City Council Meeting
City Hall Council Chambers - Webster City, Iowa
December 4, 2023 – 6:00 p.m.

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

Meeting ID 897 2849 9217

Phone number to call to participate via telephone is **1-312-626-6799 US (Chicago)**

ROLL CALL

Motion on Approval of Agenda

Pledge of Allegiance

1. PETITIONS – COMMUNICATIONS – REQUESTS

This is the time of the meeting that a citizen may address the Council on a matter not on the Agenda. **(No more than five minutes per person)** Except in cases of emergency, the City Council will not take any action at this meeting, but may ask the City Staff to research the matter or have the matter placed on the Agenda for a future meeting.

- a. Public Information

2. MINUTES, CLAIMS, REPORTS, LICENSES

The following items have been deemed to be non-controversial, routine actions to be approved by the Council in a single motion. If a Council member, or a member of the audience wishes to have an item removed from this list, it will be considered in its normal sequence on the Agenda.

- a. Minutes of [NOVEMBER 14](#) and [NOVEMBER 20](#), 2023
- b. [RESOLUTION](#) on [PAYROLL](#) for period ending November 18, 2023 and paid on November 24, 2023
- c. [RESOLUTION](#) on [BILLS](#) Approve [FUND LIST](#)
- d. Recommend approval for issuance of Beer & Liquor Licenses by the Iowa Department of Commerce for the following:
 - NEW Class C Retail Alcohol License and Catering Privilege, 2nd Street Emporium, 615 2nd Street (Elena's Management LLP)
 - Renewal of Class B Retail Alcohol License, Hy-Vee Fast and Fresh Express, 819 2nd Street
- e. Council Committee Reports
- f. Other reports and recommendation

City Council Meeting Agenda December 4, 2023

3. GENERAL AGENDA

- a. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) accepting and Executing Easements with Dean Allan Gillette and Lorette M. Gillette for the New Wastewater Treatment Plant Project.
[EASEMENT TEMP](#) [EASEMENT UTILITY](#)
- b. [COUNCIL MEMORANDUM](#) Discussion and Direction regarding New Wastewater Treatment Plant Sanitary Sewer Force Main Path. [EMAIL 11-4](#) [EMAIL 11-22](#) [MAP](#) [DGR](#) [ENGINEERING EMAIL](#)
- c. [COUNCIL MEMORANDUM](#) Second Reading of an [ORDINANCE](#) amending the Code of Ordinances of the City of Webster City, Iowa, 2019, by amending Chapter 48 pertaining to Water System Rates. [FUND](#)
- d. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Mayor and City Clerk to enter into an Agreement with Frye's Tree Service, Webster City, Iowa for Tree Trimming & Removal Services for FY 24.
[MAP 1](#) [MAP 2](#) [IN HOUSE](#) [RFP](#) [FRYE](#) [ROBBS](#) [ARBOR PRO](#)
- e. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) approving Amendment No. 17B1 to On-Call Street Paving Specialist Agreement for Professional Services with Snyder and Associates Inc. [AMENDMENT 17B1](#)
- f. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) adopting the Updated Version of the City's Americans with Disabilities Act Inventory and Transition Plan prepared by Snyder & Associates.
[PLAN 1995](#) [2023 PLAN](#)
- g. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing City Staff to proceed with the necessary steps to complete an Economic Development Grant Agreement between the City and Riverview Early Childhood Center, Inc. and to work with Riverview Early Childhood Center, Inc. on necessary steps to convey City Owned Property located at 800 Ohio Street, Webster City, Iowa to Riverview Early Childhood Center, Inc., Subject to the terms of the Economic Development Grant Agreement being fully complied with. [REQUEST](#) [APPRAISAL REPORT](#)
- h. [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 East Twin Park Splash Pad Project. (January 15, 2024 6:05 p.m.) [NOTICE OF HEARING](#) [NOTICE TO BIDDERS](#)
- i. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Street Department Supervisor to Seek Bids and proceed with Purchase of a Wheel Loader with a not to exceed amount of \$290,000. [BID](#)
- j. Discuss Green Waste Site – Re-evaluate Tree Disposal Area
- k. Discuss application process for Interim City Manager

4. CLOSED SESSION

- a. Meet in Closed Session to evaluate the professional competency of an individual(s) 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.

5. ADJOURN

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

WEBSTER CITY CITY COUNCIL PUBLIC MEETING/JOINT WORK SESSION MINUTES
Webster City, Iowa November 14, 2023 – 6:00 p.m.

The City Council met for a special Public Meeting/Work Session in Council Chambers at the City Hall, Webster City, Iowa at 6:00 p.m., on November 14, 2023, upon call of the Mayor and the advance agenda.

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

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

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

3. Mayor John Hawkins led the Pledge of Allegiance.

4. It was moved by Welch and seconded by McKinney that Resolution No. 2023-207 amending Resolution No. 2023-177 passed and adopted October 16, 2023 for the Disposal of City-Owned Right-Of-Way on Third Street lying West of Fair Avenue be passed and adopted.

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

5. It was moved by Hansen and seconded by McFarland that Resolution No. 2023-208 authorizing the Mayor to execute the Releases of Easements previously Recorded as Document Numbers 741354, 2019-1432, 2019-1435, and, 2020-256 be passed and adopted.

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

6. It was moved by Welch and seconded by McFarland that Resolution No. 2023-209 authorizing the Mayor to sign and execute Public Utility Easement in connection with the Development Located at 505 Fair Avenue, Webster City, Iowa be passed and adopted.

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

7. An Update was provided on the Green Waste Disposal Site. Consensus of Council was to leave the Tree Site open to Webster City Residents only during regular business hours at the Street Department (Monday-Friday, 7 a.m. – 4 p.m.) through December 4, 2023, when Council will re-evaluate at that time. No contractors or tree surgeons are allowed to dump at the site at this time. Birdiana Bishop, Assistant City Manager, also provided Council with an update on the Permitting Process and recommended purchase of a smaller incinerator due to certain permitting guidelines. Consensus of Council was to proceed with purchase of smaller unit.

8. The Work Session on Electric and Water Rate Analysis was held. Blair Metzger of DGR Engineering was present to provide information on the Electric Rate Study Conclusions. He covered goals of a rate study, overall financial status, main focus of the rate study and impacts of proposed changes. Jon Burmeister and Susan Gerlach of PFM Financial Advisors, LLC were present to go over various rate scenarios in the building of a new Water Treatment Plant or making improvements to the existing Water Treatment Plant and the funding sources to be used. With the increasing operating costs and rising Chemical expenses, revenues currently generated are not meeting those needs. PFM will bring back figures on an additional scenario requested by Council and the introduction of the amended Ordinance will be placed on a future agenda reflecting a 30% increase to begin in January 2024 to increase revenues to cover current operating and maintenance expenses.

9. It was moved by Hansen and seconded by McKinney that Council adjourn.
ROLL CALL: Welch, Hansen, Hawkins, McFarland and McKinney voting aye.
The November 14, 2023 City Council Public Meeting/Work Session stood adjourned at 7:15 p.m.

John Hawkins, Mayor

Karyl K. Bonjour, City Clerk

CITY COUNCIL MEETING MINUTES
Webster City, Iowa November 20, 2023 – 5:30 p.m.

The City Council met in regular session at the City Hall, Webster City, Iowa at 5:30 p.m. on November 20, 2023, upon call of the Mayor and the advance agenda. The meeting was called to order by Mayor John Hawkins and roll being called there were present in Council Chambers Mayor John Hawkins and the following Council Members: Abbie Hansen, Megan McFarland, Matt McKinney and Logan Welch.

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

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

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

Mayor John Hawkins led the Pledge of Allegiance.

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

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

Council went into Closed session at 5:31 p.m.

Council returned to Open Session at 6:08 p.m.

Council Member Megan McFarland left the meeting following the closed session at 6:08 p.m.

A short recess was taken to set up audio/streaming for remainder of the meeting.

PETITIONS – COMMUNICATIONS – REQUESTS

Mayor Hawkins gave a proclamation declaring December 2, 2023 as FIRST LEGO League Day in Webster City. Mark Murphy, Julie Pagel and Cathy Dingman were present for the proclamation.

PUBLIC INFORMATION

Mayor Hawkins announced that the Turkey Trot will be held Thursday, November 23, 2023 at 9:00 a.m.

MINUTES, CLAIMS, REPORTS, LICENSES, REQUESTS

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

- a. That the meeting minutes of November 6, 2023 be approved.
- b. That Resolution No. 2023-210 approving payroll for the period ending November 4, 2023 and paid on November 10, 2023 in the amount of \$211,021.32 be passed and adopted.
- c. That Resolution No. 2023-211 approving bills paid in the amount of \$592,867.14 be passed and adopted and the Fund List be approved.
- d. That the City Manager Reports for October 2023 be accepted and placed on file.
- e. That the Police Department Activity and Speed Camera Reports for October 2023 be accepted and placed on file.
- f. That the Fire Department Report for October 2023 be accepted and placed on file.
- g. That the Hamilton County Solid Waste Commission Agenda Packet for November 8, 2023 be accepted and placed on file.

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h. That the issuance of Beer & Liquor Licenses by the Iowa Department of Commerce be recommended 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 Second 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 – None brought forth.

j. Other reports and recommendation – None brought forth.

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

3. GENERAL AGENDA

a. Greg Sindt and Andrew Sindt of Bolton and Menk were in attendance and gave a presentation and update on the Wastewater Treatment Plant Project and next steps to move forward with the project. They provided a Power Point presentation using graphics showing the processes of the New Wastewater Plant. The project is in the final design stage and they are following through with the facilities plan. Easements have been obtained for the Force Main Route and the Project will be going to bid April 2024 with a tentative completion date of December 2026. Jerry Kloberdanz, 820 Cedar Street, inquired on daily and peak flows of the current plant and proposed new plant capacity.

b. Chris Kehoe, The Trash Man, LLC, was present and provided pictures and explained the new recycling process using single stream collection vehicles. Kehoe advised that the company is excited to continue providing services to Webster City with the new operations and contract. Glen Pigman and Adison Kehoe, employees for The Trash Man, LLC also spoke to Council on this agenda item.

c. It was moved by Welch and seconded by McKinney that the First Reading of 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 approved.

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

Dodie Wolfram, Finance Director, informed Council that currently the revenues are not meeting the operational and maintenance/repair needs of the Water Plant. Handouts were provided to Council with proposed increases discussed at the Work Session held on November 14, 2023. Upon passage of the Ordinance, the first increase would take place in January, 2024.

Public Hearing 6:05

d. November 20, 2023 at 6:05 p.m. in Council Chambers at City Hall, Webster City, Iowa being the time and place for a Public Hearing on proposed Plans and Specifications and proposed Form of Contract and Estimate of Cost for Construction of the Fair Meadow Drive Reconstruction Project, the same was held. No written objections were received and no oral objections were presented.

It was moved by Hansen and seconded by Welch that Resolution No. 2023-212 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 be passed and adopted.

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

Brandon Bahenfuss spoke on the project, the bids received, overall cost of the project and awarding of contract.

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e. It was moved by Welch and seconded by Hansen that Resolution No. 2023-213 setting January 2, 2024 at 6:05 p.m. in Council Chambers at City Hall, Webster City, Iowa for a Public Hearing on proposed Plans and Specifications and proposed Form of Contract and Estimate of Cost for Construction of the 2024 HMA Street Improvements Project be passed and adopted.

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

Derrick Drube, Right of Way Inspector, spoke on the project.

f. A request from the Webster City Community Theatre to help with funding to bring the corner of Bank Street and Willson Avenue up to ADA compliance was discussed. Doug Getter representing the Webster City Community Theatre spoke on behalf of the Community Theatre. Anne Blankenship, Angela Rottering, and Loween Getter of the Theatre were also present. City Manager Daniel Ortiz-Hernandez spoke on the regulations in the City Code concerning sidewalk maintenance. Options for this type of request were considered and was suggested to designate a certain amount to help fund such requests in the future with a cap amount being set per request. City Attorney Zach Chizek will prepare information and bring back to Council for consideration.

g. It was moved by Welch and seconded by Hansen that Resolution No. 2023-214 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 be passed and adopted.

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

City Manager Ortiz-Hernandez provided information to Council on the agreement.

h. It was moved by Welch and seconded by McKinney that Resolution No. 2023-215 authorizing the Mayor to Sign and Execute Agreement with Allender Butzke Engineering, Inc. for Professional Engineering Services associated with the Wastewater Treatment Plant Project be passed and adopted.

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

Derrick Drube gave details on the Agreement.

i. It was moved by Welch and seconded by McKinney that Resolution No. 2023-216 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, subject to the correction of the legal description, be passed and adopted.

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

Ariel Bertran, Community Development Director and City Attorney Chizek outlined the details of the Easement.

j. It was moved by Welch and seconded by Hansen that Resolution No. 2023-217 accepting and approving Acquisition of Property generally located at 614 First Street in the City of Webster City, Hamilton County, Iowa be passed and adopted.

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

Community Development Director Bertran provided a history of the property and steps leading up to the acquisition.

k. It was moved by McKinney and seconded by Hansen that Resolution 2023-218 authorizing the Street Department Supervisor to purchase a Snogo Pro-Blast 3000H Snow Blower through Sourcewell from Wausau in the amount of \$209,762 be passed and adopted.

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

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Brandon Bahrenfuss, Street Department Supervisor, informed Council that this piece of equipment is necessary for snow events and that current lead time is minimal and important with the approaching winter season.

l. It was moved by Welch and seconded by Hansen that Resolution 2023-219 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 be passed and adopted.

City Manager Ortiz-Hernandez provided a background and necessity of the easement for the Force Main route of the new Wastewater Treatment Plant.

m. Discussion was held on parking enforcement on Odell Street Between Des Moines Street and Prospect Street during declared snow emergencies. Consensus of the Council was to refer the matter to the Traffic Committee.

n. Discussion was held regarding negotiations with Corn Belt Power Cooperative regarding transmission projects. Staff is seeking direction on how to proceed with the departure of the City Manager and Assistant City Manager. Consensus of Council was to have the City Attorney, City Manager and Assistant City Manager continue discussions at this time and get as much accomplished in their time with the City. Ortiz-Hernandez will reach out to Corn Belt and re-engage discussions and report to Council at the next meeting.

o. Discussion was held on recent request by Council Member McKinney to conduct a Council/Leadership survey involving key City positions that interact with the City Manager, Assistant City Manager and City Council. Several options were discussed. No course of action was determined at this time.

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

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

The November 20, 2023 Regular City Council Meeting stood adjourned at 8:25 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 18, 2023 and paid on November 24, 2023 aggregating the sum of \$198,488.56 herewith presented, be and the same is hereby approved.

Passed and adopted this 4th day of December, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-01 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-01 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-01 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt
20035	BISHOP, BIRIDIANA	4,233.02	80.00	.00	.00	.00	.00	.00	125.00	.00	2,766.54
60722	CHELESVIG, BETH A.	3,244.80	80.00	.00	.00	.00	.00	.00	.00	.00	2,153.60
61245	DINSDALE, ASHLEY J.	1,941.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,323.43
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.	2,335.22	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.	1,894.42	80.00	.00	.00	.00	.00	.00	.00	.00	1,269.51
61241	JOHNSON, LAURA A.	1,603.18	80.00	.00	.00	.00	.00	.00	.00	.00	1,004.69
61190	NERLAND, DEDRA R.	2,221.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,521.92
61163	PEVESTORF, ELIZABETH J.	2,096.79	80.00	.00	.00	.00	.00	.00	.00	.00	1,537.76
30329	WOLFGAM, DOREEN A.	3,244.01	80.00	.00	.00	.00	.00	.00	.00	.00	2,307.85
Total FINANCE OFFICE:											
		7	15,128.82	560.00	.00	.00	.00	.00	.00	.00	10,396.18
41502	CAMPBELL, AARON M.	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	36.94
40857	DOOLITTLE, KENDALL J.	40.00	.00	.00	.00	.00	.00	40.00	.00	34.46	.00
41263	ESTLUND, JEROMY J.	2,730.52	118.00	.00	.00	.00	.00	.00	.00	.00	1,986.52
41395	FEICKERT, DAKOTA L.	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	17.23
41038	FERGUSON, WILLIAM M.	20.00	.00	.00	.00	.00	.00	20.00	.00	18.47	.00
41530	HANSON, CONNER	20.00	.00	.00	.00	.00	.00	20.00	.00	18.47	.00
40971	HAYES, BRANDON W.	3,061.47	123.00	.00	.00	373.92	.00	.00	.00	.00	2,257.44
41445	HAYES, HARRISON W.	30.00	.00	.00	.00	.00	.00	30.00	.00	25.84	.00
41441	HAYES, HUNTER W.	30.00	.00	.00	.00	.00	.00	30.00	.00	27.70	.00
40031	HOLST, RONALD W	40.00	.00	.00	.00	.00	.00	40.00	.00	34.46	.00
41192	JESSEN, PHILLIP N.	30.00	.00	.00	.00	.00	.00	30.00	.00	25.84	.00
41460	LEHMAN, MICHEAL L.	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	8.47
41200	MADSEN, TODD M	44.00	.00	.00	.00	.00	.00	44.00	.00	.00	37.90
41515	SCHWERING, DREW M.	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	18.47
41219	SOWLE JR., ANDREW W.	2,669.15	115.00	.00	.00	.00	.00	.00	.00	.00	1,627.09
41400	STANSFIELD, CHARLES T.	3,208.00	80.00	.00	.00	.00	.00	.00	.00	.00	2,284.07
41029	STEWART, EARL L	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	18.47
41088	TOLLE, PAUL A.	44.00	.00	.00	.00	.00	.00	44.00	.00	37.90	.00
41540	WAGNER, JORDAN J.	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	18.47
41216	WEINSCHENK, KENRIC J	44.00	.00	.00	.00	.00	.00	44.00	.00	.00	40.63
41213	WILLIAMS, ZACHARY W.	44.00	.00	.00	.00	.00	.00	44.00	.00	.00	37.90
40815	WILLS, DON H.	44.00	.00	.00	.00	.00	.00	44.00	.00	40.63	.00
41270	ZEHNER, DONALD F.	44.00	.00	.00	.00	.00	.00	44.00	.00	.00	40.63
Total FIRE DEPARTMENT:											
		23	12,283.14	436.00	.00	.00	373.92	.00	614.00	.00	8,430.23
61240	WINTER, KIRBY L.	4,089.60	80.00	.00	.00	.00	.00	.00	20.00	.00	2,861.49
Total INFORMATION SYSTEMS:											
		1	4,089.60	80.00	.00	.00	.00	.00	20.00	.00	2,861.49

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
61257	BINDERT, NICHOLAS J.	2,184.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,627.66
Total INSPECTION:											
		1	2,184.00	80.00	.00	.00	.00	.00	.00	.00	1,627.66
31210	BARNES, DERRICK S.	3,617.27	90.00	.00	119.25	.00	.00	.00	.00	.00	2,489.26
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.	4,988.00	96.00	.00	598.56	.00	.00	.00	.00	.00	3,374.55
31230	MC COLLOUGH, DOUGLAS J.	3,346.41	80.00	.00	.00	.00	.00	.00	.00	.00	2,345.19
31184	MOURTON, RUSSELL E.	3,372.02	80.00	.00	.00	.00	.00	.00	.00	.00	1,960.96
31240	NEWMAN, BRADY N.	2,628.56	88.00	.00	.00	.00	.00	.00	.00	.00	1,901.38
31186	ORTON, RYAN D.	3,696.84	81.00	.00	68.04	.00	.00	.00	.00	.00	2,524.08
30918	PARKHILL, MARTY E.	3,642.40	80.00	.00	.00	.00	.00	.00	.00	.00	2,522.95
Total LINE DEPARTMENT:											
		9	32,132.90	757.00	.00	911.25	.00	.00	.00	.00	21,733.59
30976	MADSEN, TODD M.	1,846.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,354.57
31188	PASCHKE, RODNEY A.	1,847.58	82.00	.00	66.78	.00	.00	.00	.00	.00	1,247.23
Total METER DEPARTMENT:											
		2	3,693.98	162.00	.00	66.78	.00	.00	.00	.00	2,601.80
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.	1,953.01	92.00	.00	114.61	.00	305.60	.00	.00	.00	1,468.02
41480	DILLEY, JEAN M.	2,128.96	93.00	.00	121.57	.00	364.69	.00	.00	.00	1,448.46
41543	GAFKJEN, MADISON N.	1,611.60	84.00	.00	.00	.00	.00	.00	.00	.00	1,226.41
41544	HUNTER, EMMA M.	1,539.99	80.00	.00	.00	.00	.00	.00	.00	.00	1,181.02
41390	NOWELL, TANNER J.	2,217.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,596.68
41475	RUSH, DEBORAH G.	1,903.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,319.68
41510	WHITEHILL, AUDRIANA G.	1,951.69	92.00	.00	242.77	.00	.00	.00	.00	.00	1,360.61
Total POLICE DEPARTMENT-D:											
		7	13,306.05	601.00	.00	478.95	.00	670.29	.00	.00	9,600.88
41430	BASINGER, RYAN A.	2,637.04	84.00	.00	.00	.00	.00	.00	.00	.00	1,918.46
41535	HOLCOMBE, IAN J.	2,517.60	90.00	.00	.00	.00	.00	.00	.00	.00	1,737.26
41191	HOUGE, CLINTON J.	3,681.48	108.00	570.96	.00	.00	.00	.00	.00	.00	2,570.69
41453	LEHMAN, MICHEAL L.	3,147.18	96.00	548.82	.00	.00	.00	.00	.00	.00	2,278.19
41230	MCKINLEY, ERIC K.	3,094.10	90.00	.00	.00	.00	.00	.00	.00	.00	2,285.97
41110	MORK, SHILOH B.	3,637.61	80.00	.00	.00	.00	.00	.00	.00	.00	2,443.77
41471	MOURLAM, DALTON G.	2,674.00	90.00	.00	.00	.00	.00	.00	.00	.00	1,904.26
41225	PRITCHARD, BRANDON D.	2,779.28	98.00	.00	.00	.00	.00	.00	.00	.00	1,972.54
41426	ROSE, DYLAN M.	2,599.00	84.00	.00	.00	.00	.00	.00	.00	.00	1,732.81
41537	STURM, CIARA L.	2,099.92	84.00	.00	.00	.00	.00	.00	.00	.00	1,740.22
41450	THUMMA, STEVEN L.	2,755.50	88.00	182.94	.00	.00	.00	.00	.00	.00	1,698.98
41495	WATKINS, MARK D.	3,647.57	102.25	11.75	.00	751.92	.00	.00	.00	.00	2,666.87
Total POLICE DEPARTMENT-O:											
		12	35,270.28	1,094.25	1,314.47	.00	751.92	.00	.00	.00	24,950.02

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
81291	ASKLUND, ANTHONY T.	543.75	37.50	.00	.00	.00	.00	.00	.00	.00	467.96
70981	MCFARLAND, CHARLES DANIEL	1,720.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,166.90
81776	MEYERS, STEVEN R.	936.00	72.00	.00	.00	.00	.00	.00	.00	.00	755.09
51195	RODEN, JACOB J.	2,219.42	82.00	.00	80.22	.00	.00	.00	.00	.00	1,535.05
Total PUBLIC GROUNDS:											
		4	5,419.17	271.50	.00	80.22	.00	.00	.00	.00	3,925.00
61255	DRUBE, DERRICK DANIEL	2,038.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,454.34
81745	KEANE, ROSS M.	690.02	46.00	.00	.00	.00	.00	.00	.00	.00	582.44
Total PUBLIC WORKS:											
		2	2,728.42	126.00	.00	.00	.00	.00	.00	.00	2,036.78
81763	BAHRENFUSS, BREANNA LEE	200.94	16.50	.00	.00	.00	.00	.00	.00	.00	185.57
81653	BINDER, MEREDITH K.	334.50	24.00	.00	.00	.00	.00	.00	.00	.00	287.87
81726	BINDER, RILEY K.	49.00	4.00	.00	.00	.00	.00	.00	.00	.00	45.25
81743	DINSDALE, SOPHIE J.	473.50	37.75	.00	.00	.00	.00	.00	.00	.00	437.27
81746	GALLETINE, OLIVIA M.	73.50	6.00	.00	.00	.00	.00	.00	.00	67.87	.00
70107	GLASCOCK, MARK A.	1,963.78	82.00	.00	70.98	.00	.00	.00	.00	.00	1,316.15
81774	GRAMBLIN, ELIZABETH A.	120.00	10.00	.00	.00	.00	.00	.00	.00	.00	110.82
81772	HANSEN, MIA A.	42.88	3.50	.00	.00	.00	.00	.00	.00	39.60	.00
81753	HEDEEN, MARISSA KAY	135.56	11.00	.00	.00	.00	.00	.00	.00	.00	120.19
81667	LAMB, MITCHELL S.	519.50	40.50	.00	.00	.00	.00	.00	.00	.00	397.08
70975	LESHER, BREANNE M.	3,011.20	80.00	.00	.00	.00	.00	.00	.00	.00	2,062.25
81651	LINDSTROM, SARAH J.	257.25	21.00	.00	.00	.00	.00	.00	.00	.00	221.39
81689	NELSEN, DENISE L.	899.93	51.75	.00	.00	.00	.00	.00	.00	.00	733.06
81754	ORTON, ADDILYN LASHAE	49.00	4.00	.00	.00	.00	.00	.00	.00	.00	40.25
81742	OUVERSON, ERIN A.	159.25	12.25	.00	.00	.00	.00	.00	.00	.00	147.07
81771	PETERSON, ELLIE	24.50	2.00	.00	.00	.00	.00	.00	.00	.00	22.62
31195	PETERSON, RICK E.	2,161.14	87.00	.00	250.74	.00	.00	.00	.00	.00	1,528.86
81665	PRUISMANN, LINDA A.	804.29	46.25	.00	.00	.00	.00	.00	.00	.00	624.42
81470	SPELLMEYER, WILLIAM C.	353.57	24.25	.00	.00	.00	.00	.00	.00	279.28	.00
Total RECREATION:											
		19	11,633.29	563.75	.00	321.72	.00	.00	.00	386.75	8,280.12
51187	BAHRENFUSS, BRANDON D.	3,321.66	86.50	.00	360.85	.00	.00	.00	.00	.00	2,325.61
51210	DANIELS, JACOB S.	2,104.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,469.54
51178	DOOLITTLE, DAN L	363.00	16.50	.00	.00	.00	.00	.00	.00	.00	312.40
51225	JONDAL, KOOPER M.	2,040.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,515.19
51220	KLIEGL, SHAWN A.	1,915.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,366.34
51190	RATCLIFF, BRETT D.	2,216.81	80.00	.00	.00	.00	.00	.00	.00	.00	1,530.88
51230	SCHEUERMANN, RILEE C.	2,040.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,453.71
51184	WILLIAMS, ZACHARY W.	2,439.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,685.94
Total STREET DEPARTMENT:											
		8	16,440.67	583.00	.00	360.85	.00	.00	.00	.00	11,659.61
30772	DINGMAN, CHAD M.	2,915.37	86.00	.00	100.53	.00	.00	.00	.00	.00	2,158.29
30977	JACKSON, JEFFREY S.	2,470.95	93.00	.00	156.06	.00	.00	.00	.00	.00	1,710.50
31179	WEST, JOHN A.	2,221.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,684.82
Total WASTEWATER:											
		3	7,607.92	259.00	.00	256.59	.00	.00	.00	.00	5,553.61

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
31189	CHAMBERS, TODD A.	2,700.72	88.00	.00	.00	.00	.00	.00	.00	.00	1,796.75
31220	FARWELL, GREGORY A.	2,941.58	96.00	.00	135.77	.00	.00	.00	.00	.00	2,039.63
31215	KNOWLES, NICHOLAS A.	3,616.00	80.00	.00	.00	.00	.00	.00	.00	.00	2,398.62
31245	NELSON, BENJAMIN J.	2,223.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,594.62
31225	PARKER, LOGAN M.	2,078.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,437.02
Total WATER PLANT:											
		5	13,559.90	424.00	.00	135.77	.00	.00	.00	.00	9,266.64
Grand Totals:											
		110	198,488.56	6,557.50	1,314.47	2,612.13	1,125.84	670.29	614.00	320.00	137,677.78

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 \$384,493.18 presented herewith, hereby approve said bills, and the City Clerk is hereby authorized to issue warrants in payment of the same.

Passed and adopted this 4th day of December, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
AGSOURCE (4458)							
PS-INV3066	1	Invoice	WATER TEST/FH POOL	11/21/2023	27.50	06/24	100-22-42-5233-299
Total PS-INV306667:					27.50		
Total AGSOURCE (4458):					27.50		
AHLERS & COONEY, P.C. (22)							
855244	1	Invoice	WASTEWATER TREATMENT FACILITY PROJ	11/22/2023	3,326.49	06/24	603-23-70-5652-860
Total 855244:					3,326.49		
Total AHLERS & COONEY, P.C. (22):					3,326.49		
AL PRICE SERVICES, INC. (5137)							
7503	1	Invoice	VAC PITS & PUMP STATION 11/13/2023	11/15/2023	1,705.00	06/24	603-23-70-5653-299
Total 7503:					1,705.00		
Total AL PRICE SERVICES, INC. (5137):					1,705.00		
ALTA ENTERPRISES (7324)							
0213169-IN	1	Invoice	DEPLOYER SNAP HOOK/SNAP SWIVEL	11/09/2023	112.00	06/24	100-22-42-5233-318
Total 0213169-IN:					112.00		
Total ALTA ENTERPRISES (7324):					112.00		
ARNOLD MOTOR SUPPLY (68)							
26NV095209	1	Invoice	AIR FILTER - KUBOTA	11/17/2023	57.89	06/24	100-22-42-5210-314
Total 26NV095209:					57.89		
26NV095218	1	Invoice	OIL FILTERS/OIL/DURACELL WATCH	11/17/2023	40.16	06/24	100-22-42-5210-314
26NV095218	2	Invoice	OIL FILTERS/OIL/DURACELL WATCH	11/17/2023	87.48	06/24	100-22-42-5210-315
Total 26NV095218:					127.64		
26NV095219	1	Invoice	4 - NON CHLOR BRK CLNR-SHOP	11/17/2023	15.16	06/24	601-23-52-5588-318
Total 26NV095219:					15.16		
26NV095442	1	Invoice	ENGINE OIL FILTER	11/22/2023	13.28	06/24	100-22-42-5210-314
Total 26NV095442:					13.28		
26NV095445	1	Invoice	CEMETERY SHOP SUPPLIES	11/22/2023	19.10	06/24	100-23-42-5371-318
26NV095445	2	Invoice	CEMETERY SHOP SUPPLIES	11/22/2023	21.99	06/24	100-22-42-5210-315
Total 26NV095445:					41.09		
26NV095467	1	Invoice	10 QTS OIL/2 GEAR OIL	11/22/2023	90.88	06/24	100-22-42-5210-315
Total 26NV095467:					90.88		
26NV095632	1	Invoice	MINTAURE LAMP/WINTER BLADE	11/28/2023	40.41	06/24	100-23-42-5371-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 26NV095632:					40.41		
Total ARNOLD MOTOR SUPPLY (68):					386.35		
AVAILA BANK (6318)							
120123	1	Invoice	FULLER HALL PRINCIPAL PYMT	12/01/2023	4,237.48	06/24	300-22-98-5295-910
120123	2	Invoice	FULLER HALL INTEREST PYMT	12/01/2023	4,916.82	06/24	300-22-98-5295-911
Total 120123:					9,154.30		
Total AVAILA BANK (6318):					9,154.30		
BLACK HILLS ENERGY (3466)							
2074931097	1	Invoice	GAS UTILITY/CEMETERY	11/20/2023	204.63	06/24	100-23-42-5371-234
Total 2074931097 11/20/23:					204.63		
4752063290	1	Invoice	GAS UTILITY/DEPOT	11/14/2023	115.27	06/24	100-22-42-5221-234
Total 4752063290 11/14/23:					115.27		
5470636360	1	Invoice	GAS UTILITY/FULLER HALL	11/14/2023	219.52	06/24	100-22-42-5233-234
Total 5470636360 11/14/23:					219.52		
5542531803	1	Invoice	GAS UTILITY/FIRE STATION	11/14/2023	167.29	06/24	100-21-22-5140-234
Total 5542531803 11/14/23:					167.29		
6886529163	1	Invoice	GAS UTILITY/OD POOL	11/21/2023	38.38	06/24	100-22-42-5242-234
Total 6886529163 11/21/23:					38.38		
7824805624	1	Invoice	GAS UTILITY/WWTP	11/21/2023	1,540.55	06/24	603-23-70-5642-234
Total 7824805624 11/21/23:					1,540.55		
8081102404	1	Invoice	GAS UTILITY/SENIOR CENTER	11/14/2023	213.33	06/24	100-22-42-5280-234
Total 8081102404 11/14/23:					213.33		
9634407409	1	Invoice	GAS UTILITY/STREET DEPT	11/21/2023	483.62	06/24	204-23-30-5310-234
Total 9634407409 11/21/23:					483.62		
Total BLACK HILLS ENERGY (3466):					2,982.59		
BOEDING, TOM (4793)							
112023	1	Invoice	ENERGY EFFICIENCY REBATE	11/20/2023	75.00	06/24	601-23-36-5930-979
112023	2	Invoice	CB ENERGY EFFICIENCY REBATE	11/20/2023	25.00	06/24	601-23-53-5930-979
Total 112023:					100.00		
Total BOEDING, TOM (4793):					100.00		
BOMGAARS (5165)							
62057737	1	Invoice	RATCHET STRAP, SPRAY BOTTLE	10/23/2023	30.97	06/24	602-23-62-5662-311

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 62057737:					30.97		
62063614	1	Invoice	SEAFOAM, FUEL HOSE, ROLLER CHAIN, FIL	11/08/2023	190.19	06/24	100-22-42-5210-314
Total 62063614:					190.19		
62065526	1	Invoice	CIRCUIT BREAKER- FOR EXTRACTOR	11/13/2023	33.99	06/24	100-21-22-5140-318
Total 62065526:					33.99		
62066124	1	Invoice	ARMOR CAR WASH/FOAM	11/15/2023	21.97	06/24	204-23-30-5310-314
Total 62066124:					21.97		
62066194	1	Invoice	SPRAYPAINT/SPRAY BOTTLE	11/15/2023	23.96	06/24	204-23-30-5310-314
Total 62066194:					23.96		
62066823	1	Invoice	GLOVES/CLEANER/SPRAY BOTTLE/WRENC	11/17/2023	50.94	06/24	100-23-42-5371-318
Total 62066823:					50.94		
62067807	1	Invoice	ELECTRIC VALVE	11/20/2023	149.99	06/24	100-22-42-5210-310
Total 62067807:					149.99		
62067945	1	Invoice	BULB/RECEPTACLE	11/20/2023	75.95	06/24	603-23-70-5642-318
Total 62067945:					75.95		
62068100	1	Invoice	THERMOSTAT-WATERPLANT	11/21/2023	18.99	06/24	602-23-61-5651-310
Total 62068100:					18.99		
62068148	1	Invoice	OIL DRAIN	11/21/2023	109.99	06/24	204-23-30-5310-314
Total 62068148:					109.99		
62068245	1	Invoice	GUTTER HOOKS	11/21/2023	17.98	06/24	100-22-42-5221-318
Total 62068245:					17.98		
62068271	1	Invoice	INDUSTRIAL RACK	11/21/2023	369.99	06/24	602-23-62-5662-311
Total 62068271:					369.99		
62068315	1	Invoice	FUNNEL	11/21/2023	7.99	06/24	204-23-30-5310-314
Total 62068315:					7.99		
62071013	1	Invoice	WRENCH/BATTERY/WEATHERSTRIP	11/27/2023	50.47	06/24	100-22-42-5233-318
Total 62071013:					50.47		
62071268	1	Invoice	DRILL BIT, CABLE TIES	11/28/2023	47.58	06/24	100-23-42-5371-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 62071268:					47.58		
Total BOMGAARS (5165):					1,200.95		
BROWNELLS, INC. (4593)							
2023410716	1	Invoice	9MM LUGER	11/03/2023	1,509.99	06/24	100-21-21-5110-231
Total 2023410716528:					1,509.99		
2023410720	1	Invoice	9MM LUGER MAGAZINE	11/06/2023	189.96	06/24	100-21-21-5110-231
Total 20234107201116:					189.96		
Total BROWNELLS, INC. (4593):					1,699.95		
CAPITAL SANITARY SUPPLY (6096)							
C377894	1	Invoice	TRASH BAGS/CLOROX DISINF WIPES	11/15/2023	48.10	06/24	100-24-36-5480-318
C377894	2	Invoice	TRASH BAGS/CLOROX DISINF WIPES	11/15/2023	34.36	06/24	601-23-36-5480-318
C377894	3	Invoice	TRASH BAGS/CLOROX DISINF WIPES	11/15/2023	27.48	06/24	602-23-36-5480-318
C377894	4	Invoice	TRASH BAGS/CLOROX DISINF WIPES	11/15/2023	27.48	06/24	603-23-36-5480-318
Total C377894:					137.42		
C377995A	1	Invoice	PAPER TOWELS	11/22/2023	48.53	06/24	100-22-42-5233-318
Total C377995A:					48.53		
C378337	1	Invoice	TRASH BAGS/TP/PAPER TOWELS/LINERS	11/22/2023	294.10	06/24	204-23-30-5310-318
Total C378337:					294.10		
Total CAPITAL SANITARY SUPPLY (6096):					480.05		
CHIZEK LAW OFFICE (5715)							
112823	1	Invoice	CITY ATTORNEY FEES	11/28/2023	1,300.00	06/24	100-24-13-5460-212
112823	2	Invoice	CITY ATTORNEY FEES	11/28/2023	3,575.00	06/24	601-24-13-5460-212
112823	3	Invoice	CITY ATTORNEY FEES	11/28/2023	812.50	06/24	602-24-13-5460-212
112823	4	Invoice	CITY ATTORNEY FEES	11/28/2023	812.50	06/24	603-24-13-5460-212
Total 112823:					6,500.00		
Total CHIZEK LAW OFFICE (5715):					6,500.00		
CITY OF WEBSTER CITY (176)							
112723	1	Invoice	CITY UTILITIES	11/27/2023	847.36	06/24	100-24-36-5480-233
112723	2	Invoice	CITY UTILITIES	11/27/2023	605.26	06/24	601-23-36-5480-233
112723	3	Invoice	CITY UTILITIES	11/27/2023	484.21	06/24	602-23-36-5480-233
112723	4	Invoice	CITY UTILITIES	11/27/2023	484.21	06/24	603-23-36-5480-233
112723	5	Invoice	CITY UTILITIES	11/27/2023	1,315.51	06/24	100-21-22-5140-233
112723	6	Invoice	CITY UTILITIES	11/27/2023	1,210.16	06/24	204-23-30-5310-233
112723	7	Invoice	CITY UTILITIES	11/27/2023	707.86	06/24	100-21-30-5120-233
112723	8	Invoice	CITY UTILITIES	11/27/2023	298.84	06/24	602-23-62-5662-233
112723	9	Invoice	CITY UTILITIES	11/27/2023	566.41	06/24	603-23-71-5662-233
112723	10	Invoice	CITY UTILITIES	11/27/2023	23,599.34	06/24	603-23-70-5642-233
112723	11	Invoice	CITY UTILITIES	11/27/2023	10,410.13	06/24	100-21-30-5160-233
112723	12	Invoice	CITY UTILITIES	11/27/2023	468.13	06/24	100-22-42-5221-233
112723	13	Invoice	CITY UTILITIES	11/27/2023	222.41	06/24	100-22-42-5210-233

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
112723	14	Invoice	CITY UTILITIES	11/27/2023	19.34	06/24	100-22-42-5210-233
112723	15	Invoice	CITY UTILITIES	11/27/2023	855.92	06/24	100-22-42-5222-233
112723	16	Invoice	CITY UTILITIES	11/27/2023	3,922.48	06/24	100-22-42-5233-233
112723	17	Invoice	CITY UTILITIES	11/27/2023	528.22	06/24	100-23-42-5371-233
112723	18	Invoice	CITY UTILITIES	11/27/2023	12,001.87	06/24	602-23-60-5601-233
112723	19	Invoice	CITY UTILITIES	11/27/2023	188.08	06/24	601-23-51-5566-233
112723	20	Invoice	CITY UTILITIES	11/27/2023	188.08	06/24	601-23-52-5588-233
112723	21	Invoice	CITY UTILITIES	11/27/2023	188.08	06/24	601-23-52-5586-233
112723	22	Invoice	CITY UTILITIES	11/27/2023	137.02	06/24	100-22-42-5242-233
112723	23	Invoice	CITY UTILITIES	11/27/2023	2,417.48	06/24	602-23-61-5642-233
112723	24	Invoice	CITY UTILITIES	11/27/2023	408.11	06/24	100-23-43-5361-233
112723	25	Invoice	CITY UTILITIES	11/27/2023	757.59	06/24	100-22-42-5280-233
112723	26	Invoice	CITY UTILITIES	11/27/2023	454.10	06/24	100-21-22-5140-233
Total 112723:					63,286.20		
Total CITY OF WEBSTER CITY (176):					63,286.20		
COUNSEL (3995)							
24AR131401	1	Invoice	PRINTER CONTRACT - WASTEWATER DEPT	11/20/2023	25.35	06/24	603-23-70-5931-225
Total 24AR1314011:					25.35		
Total COUNSEL (3995):					25.35		
DAILY FREEMAN JOURNAL, INC. (211)							
L09070 11/15	1	Invoice	CM 11/07/2023	11/15/2023	372.40	06/24	100-24-14-5435-210
Total L09070 11/15/23:					372.40		
Total DAILY FREEMAN JOURNAL, INC. (211):					372.40		
DES MOINES STAMP MANUFACTURING (228)							
1225828	1	Invoice	NOTARY STAMP	11/15/2023	33.00	06/24	100-21-21-5180-316
Total 1225828:					33.00		
Total DES MOINES STAMP MANUFACTURING (228):					33.00		
DESIGNER GRAPHIX PLUS, INC (1214)							
2023-1225	1	Invoice	CUSTOM COLOR LOGO ON SHIRT-RILEE	11/17/2023	48.00	06/24	204-23-30-5310-312
Total 2023-1225:					48.00		
2023-1230	1	Invoice	CUSTOM COLOR LOGO ON SHIRT-RILEE	11/20/2023	20.00	06/24	204-23-30-5310-312
Total 2023-1230:					20.00		
Total DESIGNER GRAPHIX PLUS, INC (1214):					68.00		
DOOLITTLE OIL COMPANY, INC. (243)							
78813	1	Invoice	1-XP SB 15W40 55/1 GAL DRUM	11/22/2023	753.50	06/24	204-23-30-5310-314
Total 78813:					753.50		
Total DOOLITTLE OIL COMPANY, INC. (243):					753.50		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
FERRUFINO, MARJORIE (7855)							
112123	1	Invoice	CUSTOMER DEPOSIT REFUND	11/21/2023	55.14	06/24	601-21011
Total 112123:					55.14		
Total FERRUFINO, MARJORIE (7855):					55.14		
FLATIRON CRANE OPERATING COMPANY LLC (7791)							
127108	1	Invoice	ANNUAL INSPECTIONS	10/31/2023	1,138.87	06/24	602-23-60-5935-227
127108	2	Invoice	ANNUAL INSPECTIONS	10/31/2023	379.62	06/24	603-23-70-5935-227
Total 127108:					1,518.49		
Total FLATIRON CRANE OPERATING COMPANY LLC (7791):					1,518.49		
GILLETTE, DEAN ALLAN & (7854)							
112923	1	Invoice	EASEMENT PURCHASE AGREEMENT - NEW	11/29/2023	86,337.50	06/24	603-23-70-5652-860
Total 112923:					86,337.50		
Total GILLETTE, DEAN ALLAN & (7854):					86,337.50		
GORDON FLESCH COMPANY (6978)							
IN14454062	1	Invoice	CANON/IR C350IF	11/19/2023	15.73	06/24	100-24-14-5435-225
IN14454062	2	Invoice	CANON/IR C350IF	11/19/2023	113.60	06/24	601-23-80-5931-225
IN14454062	3	Invoice	CANON/IR C350IF	11/19/2023	34.95	06/24	602-23-80-5931-225
IN14454062	4	Invoice	CANON/IR C350IF	11/19/2023	10.49	06/24	603-23-80-5931-225
Total IN14454062:					174.77		
Total GORDON FLESCH COMPANY (6978):					174.77		
GRAINGER (3288)							
9900710295	1	Invoice	12PK GENERAL PURPOSE LUBRICANT-WAT	11/09/2023	242.59	06/24	602-23-61-5642-318
Total 9900710295:					242.59		
Total GRAINGER (3288):					242.59		
HAMILTON COUNTY PUBLIC HEALTH (1866)							
111623	1	Invoice	CITY EMPLOYEE FLU SHOTS	11/16/2023	690.00	06/24	902-41-14-5440-299
Total 111623:					690.00		
Total HAMILTON COUNTY PUBLIC HEALTH (1866):					690.00		
HAMMITT, TERRI (3519)							
112023	1	Invoice	CORN BELT EE RESIDENTIAL REBATE	11/20/2023	50.00	06/24	601-23-53-5930-979
112023	2	Invoice	ENERGY EFFICIENCY REBATE	11/20/2023	75.00	06/24	601-23-36-5930-979
Total 112023:					125.00		
Total HAMMITT, TERRI (3519):					125.00		
HASSEBROCK TAX & WEALTH MGMT INC (7512)							
15845	1	Invoice	WILLSON BREWER FOUNDATION	10/31/2023	275.00	06/24	534-23-42-5221-212

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 15845:					275.00		
Total HASSEBROCK TAX & WEALTH MGMT INC (7512):					275.00		
HAWKEYE WEST PEST CONTROL (7345)							
61898	1	Invoice	PEST CONTROL STREET DEPT	11/14/2023	75.00	06/24	204-23-30-5310-299
Total 61898:					75.00		
Total HAWKEYE WEST PEST CONTROL (7345):					75.00		
HOLMES MURPHY & ASSOCIATES, LLC (5556)							
739078	1	Invoice	HOLMES MURPHY FEES-DEC 2023	11/20/2023	2,450.00	06/24	902-11215
Total 739078:					2,450.00		
Total HOLMES MURPHY & ASSOCIATES, LLC (5556):					2,450.00		
inTANDEM (6526)							
2428	1	Invoice	RETAINER/DECEMBER 2023	11/28/2023	488.00	06/24	100-24-12-5430-299
2428	2	Invoice	RETAINER/DECEMBER 2023	11/28/2023	1,342.00	06/24	601-23-81-5930-299
2428	3	Invoice	RETAINER/DECEMBER 2023	11/28/2023	305.00	06/24	602-23-81-5930-299
2428	4	Invoice	RETAINER/DECEMBER 2023	11/28/2023	305.00	06/24	603-23-81-5930-299
Total 2428:					2,440.00		
Total inTANDEM (6526):					2,440.00		
IOWA DEPT OF PUBLIC SAFETY (468)							
148	1	Invoice	TERMINAL BILLING - JULY-SEPT	10/12/2023	1,335.00	06/24	100-21-21-5180-225
Total 148:					1,335.00		
Total IOWA DEPT OF PUBLIC SAFETY (468):					1,335.00		
IOWA PRISON INDUSTRIES (489)							
037349	1	Invoice	GOLF CART PERMIT STICKERS	11/15/2023	57.40	06/24	100-21-18-5190-316
Total 037349:					57.40		
Total IOWA PRISON INDUSTRIES (489):					57.40		
JOHNSTON, WILL (6239)							
103123	1	Invoice	CB A/C REBATE/1125 1ST ST #3	10/31/2023	50.00	06/24	601-23-53-5930-979
103123	2	Invoice	EE REBATE/1125 1ST ST #3	10/31/2023	75.00	06/24	601-23-36-5930-979
Total 103123:					125.00		
Total JOHNSTON, WILL (6239):					125.00		
KWIK TRIP STORES, INC. (7853)							
517825 8/12/	1	Invoice	GAS FOR TRANSIENT	08/12/2023	73.08	06/24	100-21-21-5110-315
Total 517825 8/12/2023:					73.08		
Total KWIK TRIP STORES, INC. (7853):					73.08		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
LAMPERT LUMBER (564)							
2163702	1	Invoice	FIRE TRAINING MAT SUPPLIES	11/14/2023	246.81	06/24	100-21-22-5140-318
Total 2163702:					246.81		
2167626	1	Invoice	CONCRETE MIX	11/15/2023	40.12	06/24	603-23-71-5662-318
Total 2167626:					40.12		
2170854	1	Invoice	FIRE TRAINING SUPPLIES	11/16/2023	65.97	06/24	100-21-22-5140-318
Total 2170854:					65.97		
2174305	1	Invoice	FIRE TRAINING MAT SUPPLIES	11/17/2023	61.30	06/24	100-21-22-5140-318
Total 2174305:					61.30		
Total LAMPERT LUMBER (564):					414.20		
LINCOLN NATL LIFE INSURANCE CO (3031)							
4634431589	1	Invoice	LIFE INSURANCE PREMIUMS	11/21/2023	1,678.65	06/24	902-11215
Total 4634431589:					1,678.65		
Total LINCOLN NATL LIFE INSURANCE CO (3031):					1,678.65		
LYNCH DALLAS, P.C./ATTY AT LAW (6336)							
213328	1	Invoice	ATTORNEY EXPENSES - WILSON BREWER P	11/16/2023	1,183.50	06/24	100-22-42-5221-299
Total 213328:					1,183.50		
Total LYNCH DALLAS, P.C./ATTY AT LAW (6336):					1,183.50		
MACQUEEN EQUIPMENT (5144)							
W04459	1	Invoice	REPLACE IMPELLER BEARINGS/IDLER BEA	11/27/2023	4,926.67	06/24	100-23-30-5350-227
Total W04459:					4,926.67		
Total MACQUEEN EQUIPMENT (5144):					4,926.67		
MC CLURE ENGINEERING CO. (7469)							
148816	1	Invoice	RECONSTRUCT AIRFIELD LIGHTING & NAVA	10/31/2023	682.30	06/24	205-23-45-5372-880
Total 148816:					682.30		
148819	1	Invoice	AIRPORT TAXIWAY LIGHTING FFA AIP No.3-1	10/31/2023	413.00	06/24	205-23-45-5372-880
Total 148819:					413.00		
Total MC CLURE ENGINEERING CO. (7469):					1,095.30		
MEDIACOM (5464)							
111623	1	Invoice	DIGITAL BOX RENTAL	11/16/2023	7.86	06/24	100-21-21-5110-230
Total 111623:					7.86		
Total MEDIACOM (5464):					7.86		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
MENARDS (622)							
01459	1	Invoice	WIRING FOR EXTRACTOR	11/14/2023	64.46	06/24	100-21-22-5140-310
Total 01459:					64.46		
Total MENARDS (622):					64.46		
MID-AMERICAN RESEARCH CHEMICAL (630)							
0805300-IN	1	Invoice	TAR REMOVER/MARK REMOVER/TRIGGER	11/10/2023	768.11	06/24	204-23-30-5310-318
Total 0805300-IN:					768.11		
Total MID-AMERICAN RESEARCH CHEMICAL (630):					768.11		
MOORE CLEANING SERVICE, LLC (2902)							
112823	1	Invoice	CLEANING SERVICES FOR CITY HALL	11/28/2023	455.00	06/24	100-24-36-5480-299
112823	2	Invoice	CLEANING SERVICES FOR CITY HALL	11/28/2023	325.00	06/24	601-23-36-5480-299
112823	3	Invoice	CLEANING SERVICES FOR CITY HALL	11/28/2023	260.00	06/24	602-23-36-5480-299
112823	4	Invoice	CLEANING SERVICES FOR CITY HALL	11/28/2023	260.00	06/24	603-23-36-5480-299
Total 112823:					1,300.00		
Total MOORE CLEANING SERVICE, LLC (2902):					1,300.00		
MURPHY TRACTOR & EQUIP- FT DODGE (3780)							
2138290	1	Invoice	REPAIRS TO 2005 JOHN DEERE GRADER 77	11/16/2023	27,827.44	06/24	204-23-30-5310-227
Total 2138290:					27,827.44		
2142949	1	Invoice	BITS FOR JD GRADER	11/28/2023	769.50	06/24	204-23-30-5310-314
Total 2142949:					769.50		
Total MURPHY TRACTOR & EQUIP- FT DODGE (3780):					28,596.94		
NAPA AUTO PARTS (677)							
974375	1	Invoice	SUPPLIES- LINE 15 & STR SHOP	11/02/2023	454.95	06/24	204-23-30-5310-314
Total 974375:					454.95		
974384	1	Invoice	FITTING ST #8	11/02/2023	14.69	06/24	204-23-30-5310-314
Total 974384:					14.69		
974400	1	Invoice	HC IND V BELT-WWTP	11/02/2023	137.97	06/24	603-23-70-5935-315
Total 974400:					137.97		
974659	1	Invoice	SUPPLIES FOR - STR #29 & #30	11/07/2023	57.24	06/24	204-23-30-5310-314
Total 974659:					57.24		
975216	1	Invoice	HYD HOSE FITTINGS	11/17/2023	324.30	06/24	204-23-30-5320-314
Total 975216:					324.30		
975217	1	Invoice	SHOP STOCK SUPPLIES-STREET	11/17/2023	718.41	06/24	204-23-30-5310-314

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 975217:					718.41		
975218	1	Invoice	SHOP STOCK SUPPLIES-STREET	11/17/2023	21.78	06/24	204-23-30-5310-314
Total 975218:					21.78		
975625	1	Invoice	SHOP STOCK SUPPLIES-STREET	11/27/2023	91.72	06/24	204-23-30-5310-314
Total 975625:					91.72		
Total NAPA AUTO PARTS (677):					1,821.06		
NCL OF WISCONSIN, INC. (687)							
495552	1	Invoice	LAB SUPPLIES	11/10/2023	68.99	06/24	603-23-70-5642-319
Total 495552:					68.99		
Total NCL OF WISCONSIN, INC. (687):					68.99		
O'HALLORAN INTERNATIONAL, INC. (718)							
RA10300072	1	Invoice	REPAIRS TO LINE TRUCK 2013 INTERNATIO	11/21/2023	2,536.41	06/24	601-23-52-5935-227
Total RA103000726:01:					2,536.41		
Total O'HALLORAN INTERNATIONAL, INC. (718):					2,536.41		
PAGEL REPAIR (3497)							
119-44	1	Invoice	5 KEYS-PUBLIC WORKS	11/09/2023	30.00	06/24	204-23-30-5310-318
Total 119-44:					30.00		
Total PAGEL REPAIR (3497):					30.00		
PITNEY BOWES BANK INC RESERVE ACCT (758)							
1024230885	1	Invoice	MTC AGMT/POSTAGE MACHINE CONNECT	11/11/2023	143.44	06/24	100-24-14-5435-225
1024230885	2	Invoice	MTC AGMT/POSTAGE MACHINE CONNECT	11/11/2023	1,035.94	06/24	601-23-80-5931-225
1024230885	3	Invoice	MTC AGMT/POSTAGE MACHINE CONNECT	11/11/2023	318.75	06/24	602-23-80-5931-225
1024230885	4	Invoice	MTC AGMT/POSTAGE MACHINE CONNECT	11/11/2023	95.63	06/24	603-23-80-5931-225
Total 1024230885:					1,593.76		
112823	1	Invoice	PREPAID POSTAGE	11/28/2023	3,000.00	06/24	100-11210
Total 112823:					3,000.00		
Total PITNEY BOWES BANK INC RESERVE ACCT (758):					4,593.76		
PRINTING SERVICES, INC. (1130)							
10023	1	Invoice	CORRECTION TAPE	11/14/2023	.99	06/24	100-21-22-5140-316
10023	2	Invoice	CORRECTION TAPE	11/14/2023	.99	06/24	204-23-30-5310-316
10023	3	Invoice	CORRECTION TAPE	11/14/2023	.99	06/24	603-23-70-5921-316
10023	4	Invoice	CORRECTION TAPE	11/14/2023	.99	06/24	100-23-42-5371-316
10023	5	Invoice	CORRECTION TAPE	11/14/2023	.99	06/24	602-23-61-5921-316
10023	6	Invoice	CORRECTION TAPE	11/14/2023	.99	06/24	100-21-18-5190-316
10023	7	Invoice	CORRECTION TAPE	11/14/2023	.99	06/24	100-23-43-5361-316
10023	8	Invoice	CORRECTION TAPE	11/14/2023	.99	06/24	601-24-16-5921-316
10023	9	Invoice	CORRECTION TAPE	11/14/2023	.99	06/24	100-22-42-5233-316

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
10023	10	Invoice	CORRECTION TAPE	11/14/2023	.99	06/24	601-23-52-5921-316
10023	11	Invoice	CORRECTION TAPE	11/14/2023	.99	06/24	100-21-21-5110-316
10023	12	Invoice	CORRECTION TAPE	11/14/2023	.99	06/24	100-24-18-5470-316
10023	13	Invoice	CORRECTION TAPE	11/14/2023	1.02	06/24	100-24-12-5430-316
10023	14	Invoice	CORRECTION TAPE	11/14/2023	1.85	06/24	602-23-81-5921-316
10023	15	Invoice	CORRECTION TAPE	11/14/2023	.48	06/24	603-23-81-5921-316
10023	16	Invoice	CORRECTION TAPE	11/14/2023	2.94	06/24	601-23-81-5921-316
10023	17	Invoice	CORRECTION TAPE	11/14/2023	.56	06/24	100-24-14-5435-316
10023	18	Invoice	CORRECTION TAPE	11/14/2023	1.18	06/24	602-23-80-5921-316
10023	19	Invoice	CORRECTION TAPE	11/14/2023	.29	06/24	603-23-80-5921-316
10023	20	Invoice	CORRECTION TAPE	11/14/2023	2.99	06/24	601-23-80-5921-316
10023	21	Invoice	CORRECTION TAPE	11/14/2023	.29	06/24	100-24-30-5380-316
10023	22	Invoice	CORRECTION TAPE	11/14/2023	.29	06/24	601-24-30-5380-316
10023	23	Invoice	CORRECTION TAPE	11/14/2023	.44	06/24	602-24-30-5380-316
10023	24	Invoice	CORRECTION TAPE	11/14/2023	.44	06/24	603-24-30-5380-316
Total 10023:					24.65		
705603-0	1	Invoice	CORRECTION TAPE	10/25/2023	.23	06/24	100-21-22-5140-316
705603-0	2	Invoice	CORRECTION TAPE	10/25/2023	.23	06/24	204-23-30-5310-316
705603-0	3	Invoice	CORRECTION TAPE	10/25/2023	.23	06/24	603-23-70-5921-316
705603-0	4	Invoice	CORRECTION TAPE	10/25/2023	.23	06/24	100-23-42-5371-316
705603-0	5	Invoice	CORRECTION TAPE	10/25/2023	.23	06/24	602-23-61-5921-316
705603-0	6	Invoice	CORRECTION TAPE	10/25/2023	.23	06/24	100-21-18-5190-316
705603-0	7	Invoice	CORRECTION TAPE	10/25/2023	.23	06/24	100-23-43-5361-316
705603-0	8	Invoice	CORRECTION TAPE	10/25/2023	.23	06/24	601-24-16-5921-316
705603-0	9	Invoice	CORRECTION TAPE	10/25/2023	.23	06/24	100-22-42-5233-316
705603-0	10	Invoice	CORRECTION TAPE	10/25/2023	.23	06/24	601-23-52-5921-316
705603-0	11	Invoice	CORRECTION TAPE	10/25/2023	.23	06/24	100-21-21-5110-316
705603-0	12	Invoice	CORRECTION TAPE	10/25/2023	.23	06/24	100-24-18-5470-316
705603-0	13	Invoice	CORRECTION TAPE	10/25/2023	.24	06/24	100-24-12-5430-316
705603-0	14	Invoice	CORRECTION TAPE	10/25/2023	.43	06/24	602-23-81-5921-316
705603-0	15	Invoice	CORRECTION TAPE	10/25/2023	.11	06/24	603-23-81-5921-316
705603-0	16	Invoice	CORRECTION TAPE	10/25/2023	.73	06/24	601-23-81-5921-316
705603-0	17	Invoice	CORRECTION TAPE	10/25/2023	.13	06/24	100-24-14-5435-316
705603-0	18	Invoice	CORRECTION TAPE	10/25/2023	.28	06/24	602-23-80-5921-316
705603-0	19	Invoice	CORRECTION TAPE	10/25/2023	.07	06/24	603-23-80-5921-316
705603-0	20	Invoice	CORRECTION TAPE	10/25/2023	.70	06/24	601-23-80-5921-316
705603-0	21	Invoice	CORRECTION TAPE	10/25/2023	.07	06/24	100-24-30-5380-316
705603-0	22	Invoice	CORRECTION TAPE	10/25/2023	.07	06/24	601-24-30-5380-316
705603-0	23	Invoice	CORRECTION TAPE	10/25/2023	.10	06/24	602-24-30-5380-316
705603-0	24	Invoice	CORRECTION TAPE	10/25/2023	.10	06/24	603-24-30-5380-316
Total 705603-0:					5.79		
Total PRINTING SERVICES, INC. (1130):					30.44		
RASCH CONSTRUCTION, INC. (6999)							
093023	1	Invoice	2023 DEMO PROPERTIES (1033 3rd, 1112 3rd	09/30/2023	129,843.00	06/24	228-23-36-5391-299
Total 093023:					129,843.00		
Total RASCH CONSTRUCTION, INC. (6999):					129,843.00		
RELIANT GASES, LTD (6253)							
130-1594416	1	Invoice	15,010 lbs OF CO2	11/21/2023	1,227.82	06/24	602-23-61-5641-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 130-1594416:					1,227.82		
Total RELIANT GASES, LTD (6253):					1,227.82		
RICOH USA, INC. (4831)							
107781210	1	Invoice	COPY MACHINE LEASE/COPY CHARGES/PD	11/10/2023	194.06	06/24	100-21-21-5110-225
Total 107781210:					194.06		
Total RICOH USA, INC. (4831):					194.06		
SAFARILAND, LLC (7541)							
I23-153515	1	Invoice	1 SLS SENTRY RH	11/09/2023	13.25	06/24	100-21-21-5110-312
Total I23-153515:					13.25		
Total SAFARILAND, LLC (7541):					13.25		
SNYDER & ASSOCIATES (2951)							
123.0256.01-	1	Invoice	ENG - SPLASH PAD # 9-24-001 #4	08/31/2023	4,261.38	06/24	100-22-42-5210-880
Total 123.0256.01-4:					4,261.38		
Total SNYDER & ASSOCIATES (2951):					4,261.38		
STORM FLYING SERVICE, INC. (911)							
112823	1	Invoice	AIRPORT MANAGER FEE - NOVEMBER 2023	11/28/2023	4,166.94	05/24	205-23-45-5372-299
Total 112823:					4,166.94		
Total STORM FLYING SERVICE, INC. (911):					4,166.94		
TERMINAL SUPPLY CO. (6527)							
86014-00	1	Invoice	MISC SHOP SUPPLIES	11/21/2023	625.24	06/24	204-23-30-5310-314
Total 86014-00:					625.24		
Total TERMINAL SUPPLY CO. (6527):					625.24		
THE MESSENGER (1247)							
000345	1	Invoice	ADV/STREET DEPT	10/31/2023	873.45	06/24	204-23-30-5310-210
Total 000345:					873.45		
Total THE MESSENGER (1247):					873.45		
T-MOBILE (7288)							
973411563 1	1	Invoice	CAMERA	11/21/2023	5.34	06/24	100-24-16-5420-215
973411563 1	2	Invoice	CAMERA	11/21/2023	5.35	06/24	601-24-16-5930-215
973411563 1	3	Invoice	CAMERA	11/21/2023	5.34	06/24	602-24-16-5930-215
973411563 1	4	Invoice	CAMERA	11/21/2023	5.34	06/24	603-24-16-5930-215
973411563 1	5	Invoice	TOUGHBOOKS	11/21/2023	194.33	06/24	100-21-21-5110-230
973411563 1	6	Invoice	TABLET-BASINGER/MORK-NUISANCES	11/21/2023	52.52	06/24	100-21-18-5190-230
973411563 1	7	Invoice	PHONE SVC/INSPECTION	11/21/2023	25.80	06/24	100-21-18-5190-230
973411563 1	8	Invoice	PHONE SVC/PD CAR PHONES	11/21/2023	154.80	06/24	100-21-21-5110-230
973411563 1	9	Invoice	PHONE SVC/INVESTIGATOR	11/21/2023	33.47	06/24	100-21-21-5110-230

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 973411563 11/21/23:					482.29		
974816802 1	1	Invoice	PHONE SVC/ORTON	11/21/2023	14.99	06/24	601-23-52-5588-230
974816802 1	2	Invoice	PHONE SVC/ORTON	11/21/2023	14.99	06/24	601-23-51-5566-230
974816802 1	3	Invoice	PHONE SVC/ARIEL	11/21/2023	46.16	06/24	100-24-18-5470-230
974816802 1	4	Invoice	PHONE SVC/BRANDON	11/21/2023	40.19	06/24	204-23-30-5310-230
974816802 1	5	Invoice	PHONE SVC/BREANNE	11/21/2023	15.39	06/24	100-22-42-5210-230
974816802 1	6	Invoice	PHONE SVC/BREANNE	11/21/2023	15.39	06/24	100-22-42-5233-230
974816802 1	7	Invoice	PHONE SVC/BREANNE	11/21/2023	15.38	06/24	100-23-42-5371-230
974816802 1	8	Invoice	ON-CALL PHONE SVC/WATER	11/21/2023	44.44	06/24	602-23-61-5642-230
974816802 1	9	Invoice	ON-CALL PHONE SVC/WWTP	11/21/2023	44.44	06/24	603-23-70-5642-230
974816802 1	10	Invoice	PHONE SVC/NICK	11/21/2023	22.22	06/24	602-23-61-5642-230
974816802 1	11	Invoice	PHONE SVC/NICK	11/21/2023	22.22	06/24	603-23-70-5642-230
974816802 1	12	Invoice	PHONE SVC/MGR & ASST MGR	11/21/2023	27.46	06/24	100-24-12-5430-230
974816802 1	13	Invoice	PHONE SVC/MGR & ASST MGR	11/21/2023	75.53	06/24	601-23-81-5921-230
974816802 1	14	Invoice	PHONE SVC/MGR & ASST MGR	11/21/2023	17.17	06/24	602-23-81-5921-230
974816802 1	15	Invoice	PHONE SVC/MGR & ASST MGR	11/21/2023	17.16	06/24	603-23-81-5921-230
974816802 1	16	Invoice	SCADA TABLET	11/21/2023	19.97	06/24	602-23-61-5642-230
974816802 1	17	Invoice	INSPECTION IPAD SVC	11/21/2023	18.26	06/24	100-21-18-5190-230
974816802 1	18	Invoice	METER IPAD SVC	11/21/2023	9.98	06/24	602-23-80-5902-299
974816802 1	19	Invoice	METER IPAD SVC	11/21/2023	9.99	06/24	601-23-80-5905-299
974816802 1	20	Invoice	RIGHT OF WAY IPAD SVC	11/21/2023	4.99	06/24	100-24-30-5380-230
974816802 1	21	Invoice	RIGHT OF WAY IPAD SVC	11/21/2023	4.99	06/24	601-24-30-5380-230
974816802 1	22	Invoice	RIGHT OF WAY IPAD SVC	11/21/2023	4.99	06/24	602-24-30-5380-230
974816802 1	23	Invoice	RIGHT OF WAY IPAD SVC	11/21/2023	5.00	06/24	603-24-30-5380-230
974816802 1	24	Invoice	CAMERA	11/21/2023	3.33	06/24	100-24-16-5420-215
974816802 1	25	Invoice	CAMERA	11/21/2023	3.33	06/24	601-24-16-5930-215
974816802 1	26	Invoice	CAMERA	11/21/2023	3.33	06/24	602-24-16-5930-215
974816802 1	27	Invoice	CAMERA	11/21/2023	3.33	06/24	603-24-16-5930-215
974816802 1	28	Invoice	STREET IPAD SVC	11/21/2023	39.94	06/24	204-23-30-5310-230
974816802 1	29	Invoice	STREET IPAD SVC	11/21/2023	39.94	06/24	602-23-62-5662-230
Total 974816802 11/21/23:					567.98		
Total T-MOBILE (7288):					1,050.27		
TOLLE AUTOMOTIVE, INC. (3188)							
22947	1	Invoice	RR TIRE REPAIR - 2018 CHEVY TAHOE #3	11/07/2023	36.14	06/24	204-23-30-5310-227
Total 22947:					36.14		
23064	1	Invoice	MOUNT TIRE	11/07/2023	126.64	06/24	100-22-42-5210-314
Total 23064:					126.64		
23098	1	Invoice	MOUNT TIRE	11/07/2023	38.14	06/24	100-22-42-5210-314
Total 23098:					38.14		
23116	1	Invoice	MOUNT TIRE	11/07/2023	106.64	06/24	100-22-42-5210-314
Total 23116:					106.64		
23191	1	Invoice	KUBOTA TIRES MOUNTED	11/17/2023	198.14	06/24	100-22-42-5210-227
Total 23191:					198.14		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total TOLLE AUTOMOTIVE, INC. (3188):					505.70		
UNITY POINT HEALTH (7715)							
7020IN6434	1	Invoice	BLS CARDS FIRE DEPT	10/31/2023	161.00	06/24	100-21-22-5140-231
Total 7020IN6434:					161.00		
Total UNITY POINT HEALTH (7715):					161.00		
US CELLULAR (986)							
0616223207	1	Invoice	STREET WATERFILL STATION	11/10/2023	2.42	06/24	602-23-62-5662-230
Total 0616223207:					2.42		
Total US CELLULAR (986):					2.42		
US POSTAL SERVICE (6502)							
112023	1	Invoice	PERMIT FEE - FIRST CLASS PRESORT	11/20/2023	27.90	06/24	100-24-14-5435-221
112023	2	Invoice	PERMIT FEE - FIRST CLASS PRESORT	11/20/2023	201.50	06/24	601-23-80-5921-221
112023	3	Invoice	PERMIT FEE - FIRST CLASS PRESORT	11/20/2023	62.00	06/24	602-23-80-5921-221
112023	4	Invoice	PERMIT FEE - FIRST CLASS PRESORT	11/20/2023	18.60	06/24	603-23-80-5921-221
Total 112023:					310.00		
Total US POSTAL SERVICE (6502):					310.00		
US PUBLIC SAFETY GROUP, INC. (6141)							
10934	1	Invoice	OFFICER BADGES #691	09/28/2023	532.15	06/24	100-21-21-5110-312
Total 10934:					532.15		
Total US PUBLIC SAFETY GROUP, INC. (6141):					532.15		
VALUTECH PEST CONTROL (6822)							
4056	1	Invoice	PEST CONTROL/SENIOR CENTER	11/17/2023	35.00	06/24	100-22-42-5280-299
Total 4056:					35.00		
4057	1	Invoice	PEST CONTROL/CITY HALL	11/17/2023	10.50	06/24	100-24-36-5480-299
4057	2	Invoice	PEST CONTROL/CITY HALL	11/17/2023	7.50	06/24	601-23-36-5480-299
4057	3	Invoice	PEST CONTROL/CITY HALL	11/17/2023	6.00	06/24	602-23-36-5480-299
4057	4	Invoice	PEST CONTROL/CITY HALL	11/17/2023	6.00	06/24	603-23-36-5480-299
Total 4057:					30.00		
4058	1	Invoice	PEST CONTROL/FULLER HALL	11/17/2023	32.00	06/24	100-22-42-5233-299
Total 4058:					32.00		
Total VALUTECH PEST CONTROL (6822):					97.00		
VAN-HOF TRUCKING, INC. (2655)							
16491	1	Invoice	FREIGHT ON LIME 11/16/23	11/16/2023	2,669.65	06/24	602-23-61-5921-221
Total 16491:					2,669.65		
Total VAN-HOF TRUCKING, INC. (2655):					2,669.65		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
WEBSTER CITY TRUE VALUE (2155)							
172755	1	Invoice	WIRE PLUG/LOCK OUTLET-EXTRACTOR	11/16/2023	38.98	06/24	100-21-22-5140-310
Total 172755:					38.98		
172829	1	Invoice	MINI LIGHT SET	11/21/2023	119.94	06/24	100-22-42-5221-318
Total 172829:					119.94		
172914	1	Invoice	DEPOT HEAT/AIR VENTS	11/28/2023	18.98	06/24	100-22-42-5221-318
Total 172914:					18.98		
Total WEBSTER CITY TRUE VALUE (2155):					177.90		
WOOLSTOCK MUTUAL TELEPHONE ASN (1054)							
839-1086 12/	1	Invoice	INTERNET SERVICE	12/01/2023	3.03	06/24	100-24-14-5435-230
839-1086 12/	2	Invoice	INTERNET SERVICE	12/01/2023	21.90	06/24	601-23-80-5903-230
839-1086 12/	3	Invoice	INTERNET SERVICE	12/01/2023	6.74	06/24	602-23-80-5921-230
839-1086 12/	4	Invoice	INTERNET SERVICE	12/01/2023	2.02	06/24	603-23-80-5921-230
839-1086 12/	5	Invoice	INTERNET SERVICE	12/01/2023	3.61	06/24	100-24-12-5430-230
839-1086 12/	6	Invoice	INTERNET SERVICE	12/01/2023	12.03	06/24	601-23-81-5921-230
839-1086 12/	7	Invoice	INTERNET SERVICE	12/01/2023	7.22	06/24	602-23-81-5921-230
839-1086 12/	8	Invoice	INTERNET SERVICE	12/01/2023	1.20	06/24	603-23-81-5921-230
839-1086 12/	9	Invoice	INTERNET SERVICE	12/01/2023	6.02	06/24	100-24-30-5380-230
839-1086 12/	10	Invoice	INTERNET SERVICE	12/01/2023	6.02	06/24	602-24-30-5380-230
839-1086 12/	11	Invoice	INTERNET SERVICE	12/01/2023	6.02	06/24	601-24-30-5380-230
839-1086 12/	12	Invoice	INTERNET SERVICE	12/01/2023	6.01	06/24	603-24-30-5380-230
839-1086 12/	13	Invoice	INTERNET SERVICE	12/01/2023	14.44	06/24	100-21-22-5140-230
839-1086 12/	14	Invoice	INTERNET SERVICE	12/01/2023	38.50	06/24	100-21-21-5110-230
839-1086 12/	15	Invoice	INTERNET SERVICE	12/01/2023	7.22	06/24	601-23-52-5588-230
839-1086 12/	16	Invoice	INTERNET SERVICE	12/01/2023	7.22	06/24	601-23-51-5566-230
839-1086 12/	17	Invoice	INTERNET SERVICE	12/01/2023	14.44	06/24	602-23-61-5642-230
839-1086 12/	18	Invoice	INTERNET SERVICE	12/01/2023	4.81	06/24	100-23-43-5361-230
839-1086 12/	19	Invoice	INTERNET SERVICE	12/01/2023	19.25	06/24	100-22-42-5233-230
839-1086 12/	20	Invoice	INTERNET SERVICE	12/01/2023	118.62	06/24	601-24-16-5921-230
839-1086 12/	21	Invoice	INTERNET SERVICE	12/01/2023	20.84	06/24	602-24-16-5921-230
839-1086 12/	22	Invoice	INTERNET SERVICE	12/01/2023	20.84	06/24	603-24-16-5921-230
839-1086 12/	23	Invoice	INTERNET SERVICE-SCADA	12/01/2023	55.00	06/24	602-23-61-5642-230
Total 839-1086 12/01/23:					403.00		
839-3034 12/	1	Invoice	INTERNET SERVICE/RSVP	12/01/2023	45.00	06/24	100-22-42-5280-230
Total 839-3034 12/01/23:					45.00		
839-7981 12/	1	Invoice	INTERNET SERVICE/FULLER HALL	12/01/2023	30.00	06/24	100-22-42-5233-230
Total 839-7981 12/01/23:					30.00		
Total WOOLSTOCK MUTUAL TELEPHONE ASN (1054):					478.00		
Total 12/04/2023:					384,493.18		
Grand Totals:					384,493.18		

GL Period	Amount
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GL Period	Amount
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05/24 4,166.94

06/24 380,326.24

Grand Totals: 384,493.18

Vendor number hash: 440185

Vendor number hash - split: 937814

Total number of invoices: 123

Total number of transactions: 283

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	384,493.18	384,493.18
Grand Totals:	384,493.18	384,493.18

FUND LIST TOTALS FOR BILLS December 4, 2023

<u>Account</u>	<u>Fund</u>	<u>Total Amount</u>
100	General	45,356.94
204	Road Use Tax Funds	35,742.61
205	Airport Fund	5,262.24
228	Low/Moderate Income Revolving	129,843.00
300	Debt Service	9,154.30
534	Wilson Brewer Park Improvement Project	275.00
601	Electric Utility	11,073.45
602	Water Utility	23,013.52
603	Sewer Fund	119,953.47
902	Medical/Flex	<u>4,818.65</u>
	Grand Total	384,493.18



MEMORANDUM

TO: Mayor and City Council

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

DATE: December 4, 2023

RE: Adopt a Resolution Accepting and Executing Easements with Dean Allan Gillette and Lorette M. Gillette for the New Wastewater Treatment Plant Project

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 must accept and record the temporary construction and permanent utility easements necessary for the sanitary sewer force main associated with the new Wastewater Treatment Facility.

PREVIOUS COUNCIL ACTION: Council has previously accepted and executed permanent easements for utility needs and city projects. Council approved the purchase agreement and payment of the utility easements associated with the force main for the Wastewater Treatment Plant project on November 20, 2023.

BACKGROUND/DISCUSSION: The City requires a permanent easement and a temporary construction easement for the Wastewater Treatment Plant sanitary sewer force main.

The easement has been secured via a purchase agreement adopted by City Council on November 20, 2023 in the amount of \$86,337.50 and staff is recommending the City Council accept the easement. Once the Council has accepted the easement, the City Clerk will file and record the easement at the Hamilton County Courthouse.

FINANCIAL IMPLICATIONS: The City paid \$86,337.50 to obtain the necessary easements. This is going to be paid for out of the Capital Improvement Project fund associated with the new Wastewater Treatment Plant.

RECOMMENDATION: Adopt a resolution accepting and executing easement with Dean Allan Gillette and Lorette M. Gillette.

RESOLUTION NO. 2023 - xxx

**RESOLUTION ACCEPTING AND EXECUTING EASEMENTS WITH
DEAN ALLAN GILLETTE AND LORETTE M. GILLETTE
FOR THE NEW WASTEWATER TREATMENT PLANT PROJECT**

WHEREAS, Webster City provides wastewater treatment services to its residents; and

WHEREAS, the City is in the design phase of a new Wastewater Treatment Plant; and

WHEREAS, an easement is necessary to install the sanitary sewer force main pipes associated with the new Wastewater Treatment Plant project; and

WHEREAS, the City wishes to accept the easement from Dean Allan Gillette and Lorette M. Gillette; and

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

SECTION 1: Grants approval for easements identified in **Exhibit "A"** to be executed by all parties as listed.

Passed and adopted this 4th day of December, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Exhibit "A"

Easements with Dean Allen Gillette and Lorette Gillette



TEMPORARY CONSTRUCTION EASEMENT

For the consideration of ONE and NO/100—(\$1.00)—Dollars and other valuable consideration in hand paid by the City of Webster City, Iowa, Dean Allan Gillette and Lorette M. Gillette, his wife, ("GRANTOR") does hereby grant to the City of Webster City, Iowa ("GRANTEE") the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily during the initial construction in connection with the GRANTEE'S Webster City Sewer Project, over the following described real property, to wit:

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

As a further consideration of this Grant, the GRANTEE herein agrees as follows:

1. That the GRANTEE shall perform the construction work contemplated herein at its sole cost and expense and in compliance with all applicable laws and regulations and in a good and workmanlike manner without unreasonably disturbing the operations and activities of GRANTOR, or its lessee on the remainder of GRANTOR'S property in the vicinity of the Easement Area. The GRANTEE shall timely and fully pay all such costs of the construction and shall keep the Easement Area and the rest of GRANTOR'S property free and clear of Mechanic's Liens and Material's Liens at all times.
2. That in the event fences, driveways other appurtenances to the property are damaged during the construction, the GRANTEE will cause the said improvements on the property herein described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
3. That immediately following the construction herein referred to, the GRANTEE will cause to be removed from the Temporary Easement Area, all debris, surplus material and construction equipment and leave the Temporary Easement Area in a neat and presentable condition and to restore the Temporary Easement Area and its surface to a reasonably similar condition to what it was prior to the GRANTEE'S construction activities.
4. That the right, privilege and easement herein granted shall cease and terminate immediately following the completion of construction, final inspection and acceptance of the Project by the GRANTEE and the performance by the GRANTEE of the conditions and covenants herein set out or within 36 months of the commencement of construction by the GRANTEE, the date of which will be given to GRANTOR by the GRANTEE, whichever may occur earlier.
5. The GRANTEE is hereby given permission by the GRANTOR to allow for the shaping of slopes beyond the permanent right of way and/or easement lines, in accordance with project plans.

THIS INSTRUMENT, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

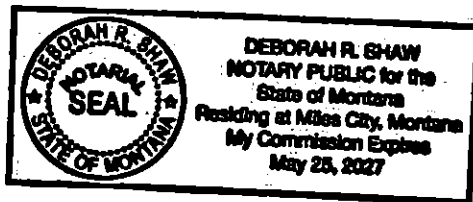
IN WITNESS WHEREOF, we have hereunto set our hands this 20th day of November 2023.

Dean Allan Gillette
Dean Allan Gillette

Lorette M. Gillette
Lorette M. Gillette

STATE OF Montana)
COUNTY OF Custer) SS.

On this 20th day of November, 2023, before me, the undersigned, personally appeared Dean Allan Gillette and Lorette M. Gillette, known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Deborah R. Shaw
Notary Public in and for the State of ~~Lower~~ Montana

Preparer

Information: City of Webster City 400 2nd Street Webster City, IA 50595 (515) 832-9151
Name Street Address City, State, Zip Area Code-Phone

When Recorded Return to:

City of Webster City 400 2nd Street Webster City, IA 50595 (515) 832-9151
Name Street Address City, State, Zip Area Code-Phone

PUBLIC UTILITY LINE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner, Dean Allan Gillette and Lorette M. Gillette, his wife (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF WEBSTER CITY, IOWA, a municipal corporation (hereinafter called "City"), and to all public utilities who may require use of the Easement Area, a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

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

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through across or within the Easement Area without obtaining the prior written consent of the City.

2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. **RIGHT OF ACCESS.** 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.
4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover, and repairing or replacing any damaged drainage tile lines. The City shall not be otherwise responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
6. **LIABILITY.** To the extent permitted by law, the City agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury or property damage resulting from or arising out of the negligent acts of the City, its agents or invitees, including, without limitation, any violation of applicable environmental laws or the release or presence of any Hazardous Materials due to or caused by the use of the easements by the City, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Grantor or its agents, tenants or invitees. Said indemnification shall include the responsibility to provide Grantor with a defense in the event said claim or liability results in litigation.

Grantor 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 Grantor or its employees, agents or representatives.
7. **CONSERVATION RESERVE PROGRAM.** The Grantor represents herein that some or all of the Easement Area may be subject to an agreement with the United States Department of Agriculture ("USDA") under the the Conservation Reserve Program. The Parties do not anticipate the City's use of the Easement will be

inconsistent with Grantor's CRP Agreement. However, the City will pay all fines, penalties, contract payment forfeitures, and other costs and expenses that may be assessed by the USDA solely on the basis of the City's activities in the Easement Area, provided the City is given reasonable advance notice specifying its activities in the Easement Area which are inconsistent with the Grantor's CRP agreement and will cause the Grantor to incur such costs or fees.

8. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
9. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
10. **APPROVAL BY CITY COUNCIL.** 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.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

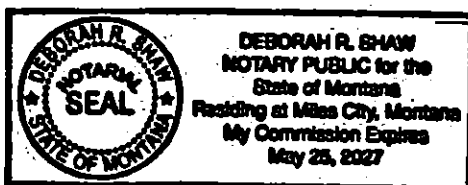
IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 2023.


Dean Allan Gillette


Lorette M. Gillette

STATE OF Montana)
) SS.
COUNTY OF CUSTER)

On this 20th day of November, 2023, before me, the undersigned, personally appeared Dean Allan Gillette and Lorette M. Gillette, known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.




Notary Public in and for the State of Montana

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF HAMILTON)

I, _____, City Clerk of the City of Webster City, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Webster City by Resolution No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

City Clerk of Webster City, Iowa

MEMORANDUM

TO: Mayor and City Council

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

DATE: December 4, 2023

RE: Discussion and Direction Regarding New Wastewater Treatment Plant Sanitary Sewer Force Main Path

SUMMARY: Geotechnical work is needed to continue with design and preparation of bid documents for the Wastewater Treatment Plant project. Engineers require direction on which path to evaluate with soil borings. Mayor contacted wastewater project engineer, Bolton & Menk, on November 4, 2023 to inquire about the path of the force main at the City's Passwaters substation. Bolton & Menk's response was forwarded to three council members. Deliberations, including exchange of information among Council Members used to make a final decision, must be held in a City Council meeting open to the public in order to avoid potential issues and violations of Iowa's Open Meeting Law.

PREVIOUS COUNCIL ACTION:

- The City Council approved an agreement with Allender Butzke for soil borings on November 20, 2023.
- The City Council held a work session on July 14, 2023 to review the WWTP Facility Plan and reports from Snyder and Associates and ISU student Brandon Cheney.
- The City Council approved resolution on September 6, 2023 accepting and adopting the August 2022 Wastewater Treatment Facility Improvements Facility Plan and authorizing submittal of the plan to the Iowa DNR.
- The City Council held a joint work session with the City's Planning and Zoning Commission on August 17, 2022 to review the new wastewater treatment plant project and facility plan overview.

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 right-of-way, laboratory testing, engineering analysis, and letter report.

Bolton and Menk requires additional direction on which path the City would like to proceed with in order to ensure the geotechnical analysis is done in the appropriate locations. The current force main concept includes locating the force mains through/under the Passwaters substation property as the City had planned to abandon the Passwaters substation after the proposed Reisner substation is constructed. The City Council is now considering delaying the Reisner substation project and the Passwaters substation may not be abandoned prior to the force mains construction.

On November 4, 2023, the Mayor emailed Bolton and Menk to request their opinion regarding force main construction if the Passwaters substation is not abandoned. Bolton and Menk stated that it is not possible to construct the force mains on the east side of Passwaters, but it may be feasible to construct the force mains on the west side of Passwaters, but they need to evaluate the feasibility including soil borings for verification of bed rock elevation.

On November 6, 2023, the City Council discussed the Reisner substation project. The project would see the construction of a new electric substation to replace the Passwaters substation that would be decommissioned and demolished. The substation project and the wastewater project are two separate capital projects. Coordination between the two is required due to the construction of the new wastewater treatment plant force main, reconstruction of the City's 69kV transmission line, and to ensure adequate electric service to the wastewater treatment plant.

The City's electric utility system study complete in October 2022 by DGR Engineering noted that several critical pieces of "equipment at the Passwaters Substation is nearing or at the end of its useful life and should be replaced". DGR provided a recommended Capital Improvements Plan based on their analysis of the City's electric system. The recommended Capital Improvement Plans included the following:

"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...

... 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."

On November 6, 2023, the City Council approved a resolution authorizing the Mayor to Sign Amendment No. 2 to Task Order No. 4 with DGR Engineering, Inc. in an Amount not to Exceed \$698,700 for Professional Services to Complete the Reisner Substation Project.

A final determination by the City Council regarding the specific path of the new wastewater treatment plant's force main at the Passwaters substation is still needed. In order to avoid

potential issues with Iowa's open meeting statutes, the City Council's deliberations and action/decision must occur in an open meeting in lieu of email. The following is guidance from the Iowa League of Cities regarding the Iowa's open meeting law:

"Can electronic or email communication between city council members be considered a meeting under Iowa Open Meetings Law?"

A "meeting" under Iowa law means a gathering in person or by electronic means, formal or informal, of a majority of the members of a governmental body where there is deliberation or action upon any matter within the scope of the governmental body's policy-making duties. City officials should keep in mind that the Iowa Open Meetings Law is intended to require that the city's business be conducted in open meetings.

- Open Meetings, Guidance on the Iowa Open Meetings Law, Code of Iowa Chapter 21 | 2023

<https://iowaleague.org/wp-content/uploads/2023OpenMeetings.pdf>

The following is a suggested approach to Allender Butzke soil boring work given this new scenario of possible location of force mains on the west side of Passwaters as has been previously discussed:

If City wants to consider delaying Reisner substation construction and continue using Passwaters until after force mains are constructed, then perform soil borings along the force main route located west of Passwaters.

If the City decides to abandon Passwaters prior to the force main construction, then perform the soil borings along the current force main route that passes through the Passwaters substation location.

If City considers keeping Passwaters in service and soil borings are performed along the force main route located west of Passwaters and if the borings indicate unsuitable conditions for the route west of Passwaters, then additional borings will be required along the current Passwaters route if Passwaters is abandoned and force mains are routed through the Passwaters substation property.

FINANCIAL IMPLICATIONS: There may be additional costs associated with additional borings. At this time, these are unknown.



Fwd: Forced Main Webster City

----- Forwarded message -----

From: **John Hawkins** <jhawkins@webstercity.com>

Date: Sat, Nov 4, 2023 at 1:46 PM

Subject: Fwd: Forced Main Webster City

To: Logan Welch <lwelch@webstercity.com>, Megan McFarland <mmcfarland@webstercity.com>, Abbie Hansen <ahansen@webstercity.com>

Sent from my iPhone

Begin forwarded message:

From: John Hawkins <jhawkins@webstercity.com>

Date: November 4, 2023 at 10:51:00 AM CDT

To: Andrew Sindt <Andrew.Sindt@bolton-menk.com>

Subject: Re: Forced Main Webster City

Thanks Andrew

Sent from my iPhone

On Nov 4, 2023, at 8:53 AM, Andrew Sindt <Andrew.Sindt@bolton-menk.com> wrote:

Good Morning John,

Current plan: Route two 18" diameter forcemains through the Passwaters Substation site on Oakwood Drive and under Highway 20. Bore pits for trenchless pipe installation will be located on the Passwaters site and in the corn field south of Highway 20. Passwaters Substation is to be demolished before forcemain construction in this area begins.

East Side Passwaters: There is an existing 18" gravity sewer, 12" HDPE conduit, and overhead utilities crossing Highway 20 on the east side of the Passwaters Substation. Bedrock is relatively shallow at the Highway 20 crossing so there is limited elevation available to fit 2 forcemains through, maintain cover on the pipes, and stay above the bedrock. These factors make the route along the east side of Passwaters is not feasible without acquiring additional easement.

West Side Passwaters: It may be possible to route the forcemains around the west side of Passwaters but it would require a longer and more technical bore. This route would be

significantly more difficult than the current route. We would need to investigate this route and existing utilities in area further before making a final determination on feasibility.

Please contact us with any questions or let us know if you would like to discuss further. Thank you,

Andrew

Andrew Sindt P.E.
Bolton & Menk, Inc.
Phone: (515) 233-6100 ext. 2597
Mobile: (612) 709-1201

From: Gregory Sindt <Gregory.Sindt@bolton-menk.com>
Sent: Saturday, November 4, 2023 7:32 AM
To: Andrew Sindt <Andrew.Sindt@bolton-menk.com>
Subject: Fwd: Forced Main

Gregory L. Sindt, P.E.
Senior Principal Environmental Engineer

Bolton & Menk, Inc.
[1519 Baltimore Drive](#)
Ames, IA 50010-0668
Phone: 515-233-6100 ext. 2071
Mobile: 515-290-0274

gregsi@bolton-menk.com
Bolton-Menk.com

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Begin forwarded message:

From: John Hawkins <jhawkins@webstercity.com>
Date: November 4, 2023 at 7:07:19 AM CDT
To: Gregory Sindt <Gregory.Sindt@bolton-menk.com>
Subject: Forced Main

Hello Greg ,As you have heard Daniel is leaving us . Biri is staying so as far as Council is concerned we have the personnel to make sure we don't lose any time on the new WWTP .

That being said I have a question on the forced main where it passes the Sub Station on Oakwood Dr .Originally we were going to run the main beside the Sub Station . Is that not possible now or is it now going under the Sub Station because we are moving it ?

Thanks John Hawkins



Daniel Ortiz <dortiz@webstercity.com>

Webster City Wastewater force mains soil borings

Gregory Sindt <Gregory.Sindt@bolton-menk.com>

Wed, Nov 22, 2023 at 9:36 AM

To: Biridiana Bishop <bibishop@webstercity.com>, Daniel Ortiz <dortiz@webstercity.com>

Cc: "nknowles@webstercity.com" <nknowles@webstercity.com>, Andrew Sindt <Andrew.Sindt@bolton-menk.com>

Biri and Daniel,

The following is a summary of the soil boring alternatives we discussed during the conference call yesterday. The City Council approved the Allender Butzke proposal for soil borings at the council meeting this week.

The current force main concept includes locating the force mains through the Passwater substation property as the City had planned to abandon the Passwater substation after the proposed Reisner substation is constructed. The City is now considering delaying the Reisner substation project and the Passwater substation may not be abandoned prior to the force mains construction.

The Mayor requested our opinion regarding force main construction if the Passwater substation is not abandoned and demolished in an email two weeks ago. We stated that it is not possible to construct the force mains on the east side of Passwater, but it may be feasible to construct the force mains on the west side of Passwater, but we need to evaluate the feasibility including soil borings for verification of bed rock elevation.

The following is a suggested approach to Allender Butzke soil boring work given this new scenario of possible location of force mains on the west side of Passwater as we discussed yesterday:

1. If City wants to consider delaying Reisner substation construction and continue using Passwater until after force mains are constructed, then perform soil borings along the force main route located west of Passwater (As we discussed, the City could first determine if the new wastewater plant can be served from the Passwater substation to determine feasibility for continued use of Passwater for serving the new treatment plant.)
2. If City decides to abandon Passwater prior to the force main construction, then perform the soil borings along the current force main route that passes through the Passwater substation location.
3. If City considers keeping Passwater in service and soil borings are performed along the force main route located west of Passwater AND IF THE BORINGS INDICATE UNSUITABLE CONDITIONS FOR THE ROUTE WEST OF PASSWATER, then additional borings will be required along the current Passwater route if Passwater is abandoned and force mains are routed through the Passwater substation property.

We will hold on any soil boring work until City gives direction on how to proceed.

Please contact us with questions and discussion.

Best regards,

Greg.

Gregory L Sindt P.E.
Senior Environmental Engineer
Bolton & Menk, Inc.
[1519 Baltimore Drive](#)
Ames, IA 50010
Phone: 515-233-6100 ext. 2071
Mobile: 515-290-0274

gregory.sindt@bolton-menk.com
Bolton-Menk.com

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2 x 16" Force Mains from Existing WWTF Site

Lot for sale, City has option to purchase

Bore Pit

Open Cut Install

HDD Machine Likely Located Here

Utility Pole

Approx. Property Line

Webster City, Iowa
2 x 16" WW Force Mains
Highway 20 Crossing
Option #3.2 3-29-22
PRELIMINARY

Field Locate 4 Underground Power Lines

16" Force Main in HDPE or PVC Carrier Pipe (Trenchless Install)

12" HDPE Carrier Pipe For Electrical

18" Sanitary

2 x 16" Force Mains to Proposed WWTF Site

Tail Pit and Pipe String On This Side. Pit Will Be At Least 100' Long.

Utility Pole

Google Earth





Daniel Ortiz <dortiz@webstercity.com>

Passwaters Substations

Andy Koob <andy.koob@dgr.com>

Fri, Dec 1, 2023 at 12:25 PM

To: Biridiana Bishop <bibishop@webstercity.com>

Cc: Gregory Sindt <Gregory.Sindt@bolton-menk.com>, Andrew Sindt <Andrew.Sindt@bolton-menk.com>, Daniel Ortiz <dortiz@webstercity.com>, Nick Knowles <nknowles@webstercity.com>, Dan Messner <dan.messner@dgr.com>, Blair Metzger <blair.metzger@dgr.com>

Good afternoon Biri –

We have completed our analysis of this scenario. I want to reiterate that our recommendation to not replace the aging equipment at the Passwaters Substation, but instead build the new Reisner Substation was not influenced in any way by the current proposed route for the force mains. In fact, our recommendation was made to City staff prior to having any knowledge about the proposed force mains route through Passwaters. I need to provide some additional background information to appropriately answer your question and to share our findings:

1. **Passwaters Substation Reliability, Age of Equipment:** As discussed in the electric system study, the equipment at the Passwaters Substation is at the end of its useful life and needs replaced. Substation equipment (power transformers in particular) – if well maintained and from a reliable manufacturer – will generally last 30 to 40 years. Our current project schedule, based on ever lengthening material lead-times, calls for energization of the new Reisner Substation in August/September 2025 with decommissioning of the Passwaters Substation in the fall of 2025. In the fall of 2025, critical equipment at the Passwaters Substation will be of the following ages:

- a. 69 kV Switch (1978, ~47 years old in 2025)
- b. 69 kV Lightning Arresters, quantity 3 (1978, ~47 years old in 2025)
- c. 69 kV Circuit Switcher (1978, ~47 years old in 2025)
- d. 67-13.2 kV Power Transformer (1978, ~47 years old in 2025)
- e. 13.2 kV Indoor Switchgear (1978, ~47 years old in 2025)

Our opinion has not changed; we believe the Passwaters Substation cannot reliably serve any electrical load, especially any critical infrastructure loads such as the new WWTF.

2. **New Loads, Update:** Since the electric system study was completed in October 2022; the following “new” loads have been identified that would be served from the Passwaters Substation:
 1. Tesla Superchargers @ Kwik Star: 715 kW
 2. New WWTF: 1,461 kW (per Bolton & Menk); we included 500 kW in our study.
 3. Existing WWTF Improvements: 748 kW (per Bolton & Menk), we included 300 kW in our study.

These loads are significantly higher than what was planned for these new facilities during the electric system study. The Tesla Superchargers at Kwik Star were not known at the time; this project recently came about.

3. **Power Transformer Contract:** In December 2022, the City entered a \$941k contract (subject to cost escalators) with Niagara Power Transformer Corporation for a new power transformer for the new Reisner Substation; the transformer is currently scheduled to be delivered in February 2025. Postponing construction of Reisner Substation will have the following impacts to this contract:
1. Storage Fees (if delivery is postponed)
 2. Order Cancellation Fees (if order is cancelled)
 3. Warranty Implications (if delivery continues, but the transformer is not energized in a timely fashion)
4. **Impact on Webster City Growth, Residential EV Chargers:** If construction of the Reisner Substation is postponed, it will be a barrier to growth in Webster City. If postponed, we recommend that the City does not allow any new customers with sizeable electric load to construct new facilities south of Highway 20 or within the current load-serving footprint of the Passwaters Substation. Due to the age of the Passwaters Substation and the new loads previously identified, it is our opinion that the Passwaters Substation cannot reliably serve any new commercial or industrial customers. Additionally, while not specifically contemplated during the electric system study, with its location along Highway 20 and the current push for adoption of electric vehicles, Webster City is a strong candidate to see increased demand for residential EV charging systems over the next decade. This will put further additional stress on the City's electric infrastructure. The proposed addition of the Tesla Superchargers at Kwik Star is evidence of this.
5. **Electric Rate Impacts:** Like all infrastructure projects, the cost of labor and materials in the electric utility market continue to increase. Should construction of the Reisner Substation be postponed, these continued cost increases will likely require Webster City's electric rate payers to carry additional burden down the road, over and above the current proposed rate increases that are required to pay for the electric system improvements.
6. **Conclusions:** To answer your question, our response is that the Passwaters Substation cannot reliably serve any loads, including the new WWTF.

Give me a call if you would like to discuss, I will be in the office until 3:30 PM today.

Best Regards,

Andy Koob, PE

DGR Engineering

From: Andy Koob

Sent: Tuesday, November 28, 2023 10:56 AM

To: Biridiana Bishop <bibishop@webstercity.com>; Blair Metzger <blair.metzger@dgr.com>

Cc: Gregory Sindt <Gregory.Sindt@bolton-menk.com>; Andrew Sindt <Andrew.Sindt@bolton-menk.com>; Daniel Ortiz <dortiz@webstercity.com>; Nick Knowles <nknowles@webstercity.com>; Dan Messner <dan.messner@dgr.com>

Subject: RE: Passwaters Substations

Hi Biri –

I am reviewing this scenario with my team and will respond soon.

Best Regards,

Andy Koob, PE



1302 South Union Street

Rock Rapids, IA 51246

phone: 712-472-2531

cell: 712-470-6684

www.dgr.com

Trusted. Professional. Solutions.

From: Biridiana Bishop <bibishop@webstercity.com>

Sent: Monday, November 27, 2023 11:42 AM

To: Andy Koob <andy.koob@dgr.com>; Blair Metzger <blair.metzger@dgr.com>

Cc: Gregory Sindt <Gregory.Sindt@bolton-menk.com>; Andrew Sindt <Andrew.Sindt@bolton-menk.com>; Daniel Ortiz <dortiz@webstercity.com>; Nick Knowles <nknowles@webstercity.com>

Subject: Passwaters Substations

Good morning Andy and Blair,

If the City Council decides to forego the new Reisner Substation. Will Passwaters be able to power the new WWTP?

--

Biridiana Bishop

Assistant City Manager



400 2nd Street

Webster City, IA 50595

P. (515)832-9151

bibishop@webstercity.com

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MEMORANDUM

TO: City Council

FROM: Dodie Wolfgram, Finance Director

DATE: December 4, 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

The 1st reading of the new water ordinance was passed on November 20, 2023.

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 approving the 2nd reading of this ordinance to stay on schedule for a January 1, 2024 implementation date to ensure the water fund will have sufficient funds at the end of the fiscal year.

ORDINANCE NO. 2023 - xxxx

**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	-	58 of 1034	-	-	-	-	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: Adam Dickinson, Line Department Supervisor
Biridiana Bishop, Assistant City Manager
Daniel Ortiz-Hernandez, City Manager

DATE: December 4, 2023

RE: FY24 Tree Timming and Removal Service Project

SUMMARY: Award this agreement, upon receipt of current insurance documentation, for electrical line clearance within our service territory inside the corporate limits to Frye's Tree Service, as identified in the 2 map sections. This work will need to be completed prior to June 30, 2024.

PREVIOUS COUNCIL ACTION: History reflects Robb's Tree and Stump Service has been contracted via bid results in recent years.

BACKGROUND/DISCUSSION: We are required by the Iowa Utility Board to trim our entire service area at least once every five years. We have divided our entire service area into 4 separate sections. We have divided this year's section into 2 separate areas, as reflected on the attached maps.

Fifteen (15) RFPs were mailed out, of which 3 proposals were returned.

- Arborpro Tree Services (Ft. Dodge, IA) Section #1: \$105,000, Section #2: \$78,500 = TOTAL \$183,500
- Robb's Tree & Stump Service (Story City, IA) Section #1: \$61,000, Section #2: \$62,000 = TOTAL \$123,000
- Frye's Tree Service (Webster City, IA) Section #1: \$68,983, Section #2: \$42,173 = TOTAL \$111,156

FINANCIAL IMPLICATIONS: This has been a contracted service for many years. In FY23 the Line Department Supervisor wanted to do a section "in-house" to see how the true cost saving may look. The cost for that one section in FY23 was \$59,686.87. The Line Department Supervisor feels the bid results are reasonable with our "actual" cost.

RECOMMENDATION: Award this contract, upon proof of insurance as identified in the RFP, to Frye's Tree Service.

RESOLUTION NO. 2023 - xxx

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH FRYE’S TREE SERVICE, WEBSTER CITY, IOWA FOR TREE TRIMMING & REMOVAL SERVICES FOR FY24.

WHEREAS, the City of Webster City has an ongoing Electric Line clearance tree trimming Program; and

WHEREAS, requests for proposals were solicited from fifteen (15) Tree Trimming Contractors with three proposals being returned (see Exhibit A attached); and

WHEREAS, Frye’s Tree Service of Webster City, PO Box 244, Webster City, Iowa, submitted the lowest proposal; and

WHEREAS, the City Council has reviewed said FY24 Tree Trimming & Removal Services Project Agreement and desires to enter said agreement with Frye’s Tree Service of Webster City, Iowa in the amount of \$111,156.00; and

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

SECTION 1: That the Mayor and City Clerk are hereby authorized and directed to enter FY24 Tree Trimming & Removal Service Agreement and desires to enter said agreement with Frye’s Tree Service of Webster City, Iowa.

BE IT FURTHER RESOLVED that said agreement is hereby approved upon being executed by both parties.

Passed and adopted this 4th day of December, 2023.

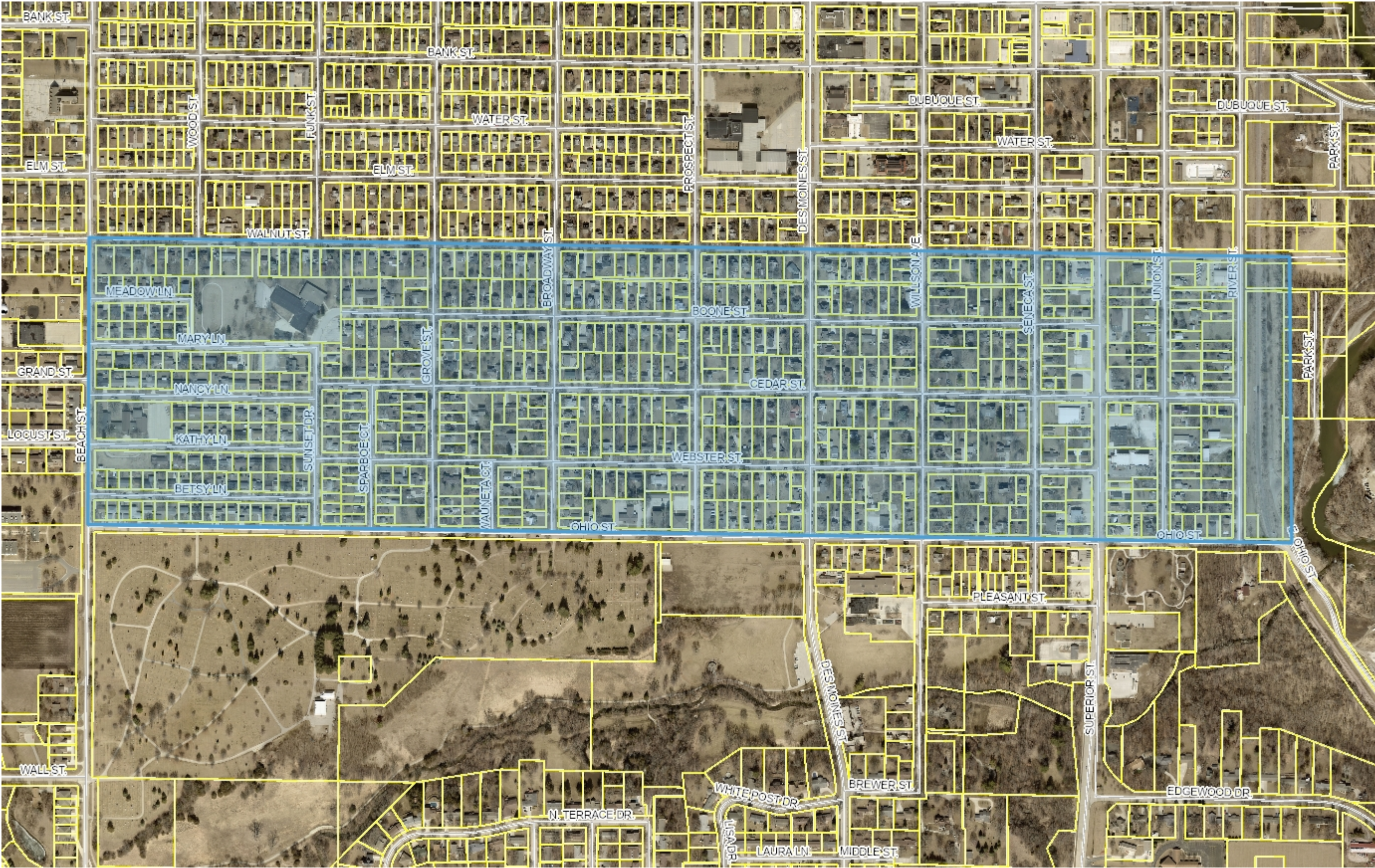
John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Exhibit "A"

3 Submitted Bid Proposals



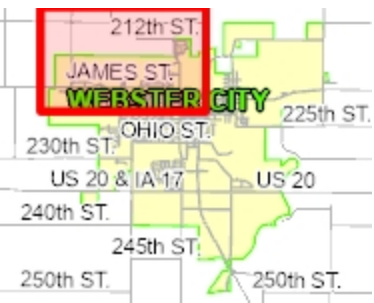
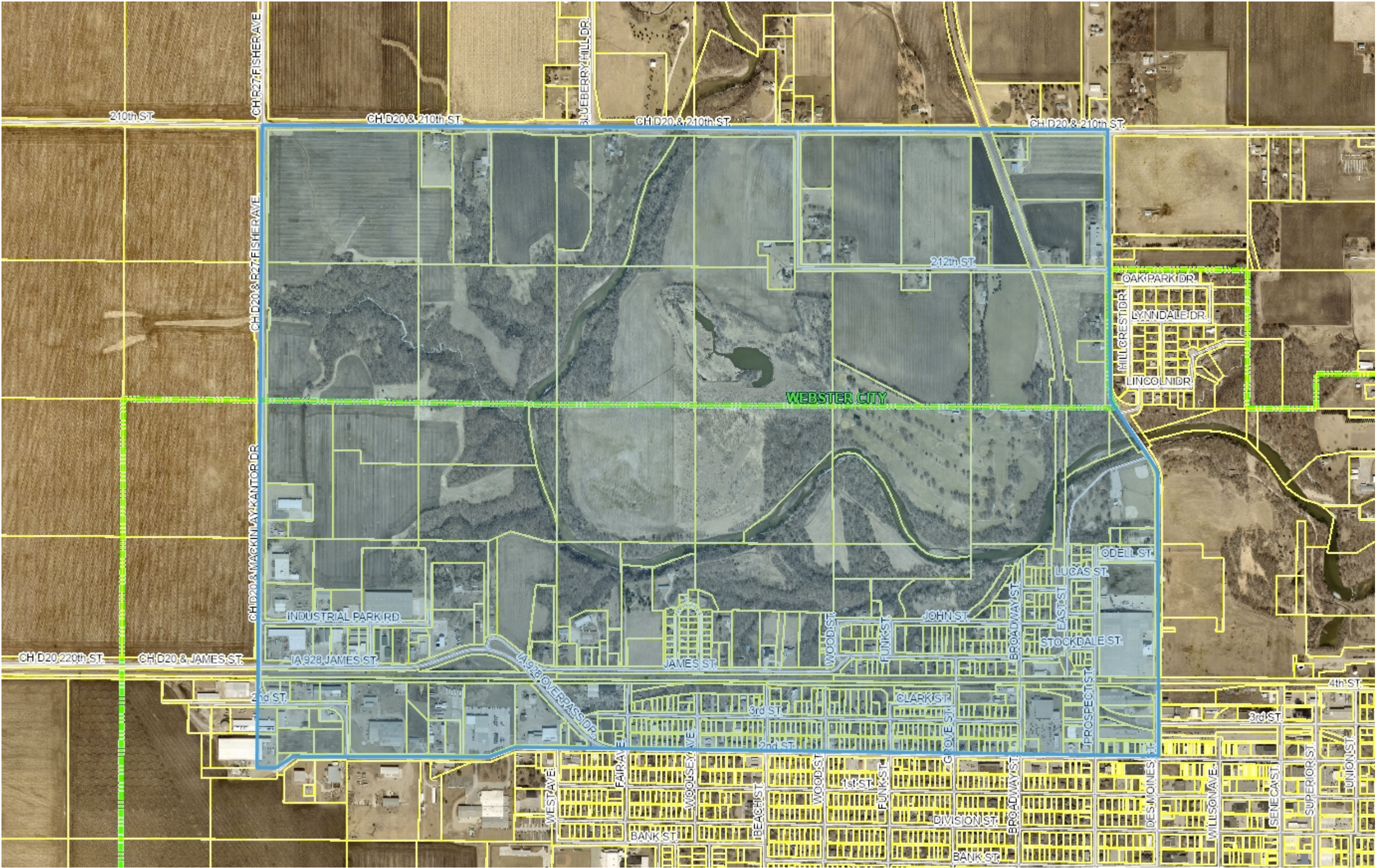
- Legend**
- Gas Ground Shot
 - Gas Service Line
 - Gas Main
 - Road
 - Parcel
 - Corporate Limit Line

1 in. = 500ft.

Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

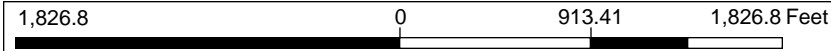
THIS MAP IS NOT TO BE USED FOR NAVIGATION



- Legend**
- Gas Ground Shot
 - Gas Service Line
 - Gas Main
 - Road
 - Parcel
 - Corporate Limit Line

1 in. = 913ft.

Notes



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Job Number: 9-23-100-1
Description: FY23 LINE CLEARANCE (internal)
Detailed Description: FY23 IN-HOUSE LINE CLEARANCE (Area: Beach ST west to City limits)
Department ED (2% M)

Summary for Job 9-23-100-1 FY23 LINE CLEARANCE (internal)

Type	hrs	Amount	
Direct Charges	0	0	
Labor	366.75	13,883.65	\$20,530.67
Labor Benefits	0	5,237.58	\$9,409.21
Labor Overheads	0	0	
Labor/Benefit Overheads	0	0	
Equipment	663	29,747.00	\$29,747.00
Total Costs		48,868.23	
Advances		0	
Job Balance		48,868.23	

Detail for Job 9-23-100-1 FY23 LINE CLEARANCE (internal) **\$59,686.87**

Date	Reference Number	Type	Description	Amount	Units
12/5/2022	23	Equipment	Equipment Costs - BUCKET TRUCK - Period: 12/17/2022	72	1
2/21/2023	19	Equipment	Equipment Costs - SAW - Period: 2/25/2023	40	2
Equipment				29747	663
12/17/2022	686	Labor	Labor Costs - CASEY, DANA R. - Period: 12/17/2022	607.8	0
2/25/2023	672	Labor	Labor Costs - PARKHILL, MARTY E. - Period: 2/25/2023	875.6	0
Labor \$				13,883.65	0
12/5/2022	60	Labor	Labor Hours - REGULAR PAY - Period: 12/17/2022	0	1
2/21/2023	78	Labor	Labor Hours - REGULAR PAY - Period: 2/25/2023	0	7
Labor HRS				0	366.75
12/17/2022	4009	abor benefits	Benefits - PARKHILL, MARTY E. - Period: 12/17/2022	0.4	0
2/25/2023	4034	abor benefits	Benefits - NEWMAN, BRADY N. - Period: 2/25/2023	0.59	0
Labor benefits				5237.58	0



Project Manual

FY24 Tree Trimming and Removal Services Project

Project # 9-24-100-1

City of Webster City, Iowa

October 31, 2023

Notice to Bidders
2024 Tree Trimming & Removal Services Project
For City of Webster City – Webster City, Iowa

Service: The City of Webster City, Webster City, Iowa is proposing to contract with a qualified Contractor for Electrical Line Clearing. The proposals should reflect costs for providing all materials, equipment, and labor to perform said work from start to finish.

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising each improvement as stated below must be filed before **4:00 P.M. CST, on November 17, 2023**, in the office of the Owner, City Hall, City of Webster City, 400 Second Street, Webster City, Iowa 50595.

Submit To: City of Webster City
Dedra Nerland, Public Works Management Assistant
400 Second Street; P.O. Box 217
Webster City, IA 50595-0217

Contact: Adam Dickinson, Electric Distribution Supervisor at 515-832-9159 if you have any questions or wish to discuss the project. He can also be reached by emailing adam@webstercity.com

Service Description (Scope): The City of Webster City has decided to request bids for the 2024 Electrical Line Clearance. The maps provided are for the convenience of the contractor for bid purposes only. It is the Contractors responsibility to review the locations specified in the contract documents, and to submit an accurate bid. Due to the inherent nature of this contract, the visibility of the work to be completed, and the number of trees to be trimmed, no change orders will be granted.

The following criteria will apply to the contract:

- 1) Within the map shaded area trim trees in primary overhead wires and secondary overhead wires.
- 2) Electric Line clearance trimming for all hard wood trees (slow growing) will have not less than a 10-foot clearance; all soft wood trees (fast growing) will have not less than a 15-foot clearance.
- 3) Remove and properly dispose of all debris because of performing tree trimming service.
- 4) Upon approval from the City and given a Letter of Award, the Contractor agrees to perform the services between the dates of the **Notice to Proceed** through **June 15, 2024** for trimming procedures.
- 5) Trimming and climbing personnel performing the service must be experienced and certified.
- 6) The contractor will be responsible for notifying and obtaining permission to trim on private property.
- 7) Contractor shall not completely remove a tree for line clearing without prior **written** authorization by Adam Dickinson or another City designated representative.
- 8) Contractor agrees to remove and properly dispose of applicable limbs, branches, logs, and trimmings from the property.
- 9) Debris delivered to the City Tree Dump shall be separated, small limbs and leaves will be disposed of in a separate location from the logs. Logs cannot exceed 10' in length and 30" in diameter. City Staff at the site will direct where piles will be located.

- 10) Contractor shall perform the work in a professional manner, consistent with industry standards and as per specifications.
- 11) All activities shall be conducted in a manner which meets all existing regulations and requirements.
- 12) The work shall be performed in a professional manner and shall not negatively affect the City's public relations and existing relationships with area residence or the operation of the City Departments.
- 13) The selected Contractor will be required to supply all labor, equipment, and materials necessary to perform the services, coordinating, loading, transporting and proper disposal of tree waste.
- 14) Trees located within the tree trimming area on City Street right-of-way needing to be trimmed for line clearance shall be removed to ground level. A list of trees to be removed is attached.
- 15) Contractor shall be responsible for obtaining a tree surgeon license and pay a tree disposal permit fee. Please note the tree disposal permit fee would not be applicable only if you do not take the chippings/brush/tree waste/logs to the Webster City tree dump.
- 16) Trees under power lines to be cleared located in rural areas farther than 100 yards from an existing structure or acreage boundary shall be removed at ground level and treated to kill the roots.

Service Requirements: The Contractor must meet all specifications and utilize methods as outlined in all attachments. The Contractor shall also meet the requirements and specifications in the following paragraphs.

Proposal Description: The areas of work have been split into 2 sections with bids for line clearing being a lump sum price awarded to the contractor in the best interests of the City and to meet budget constraints. All total bid prices will be treated as **all-inclusive lump sum cost**, and no changes in bid prices will be accepted unless authorized by the City of Webster City and the Contractor prior to any work being performed. Each bid has corresponding maps to show the exact area of where the work is to be performed. We are asking for proposals on the following:

1. Lump Sum Proposal #1 – Line Clearing in Section 1
2. Lump Sum Proposal #2 – Line Clearing in Section 2

Project Requirements: The contractor must meet all specifications, utilize methods as outlined in the contract documents, and perform all work in compliance with provision of OSHA Standards applicable to said work as well as all other federal or state environmental laws including environmental protection agencies.

Proposal Requirements: The Contractor shall submit one copy of the proposal. The City of Webster City reserves the right to reject any or all proposals, re-advertise for new bids and to waive informalities that may be in the best interest of the City, or may opt not to do the project at all, and reserves the right to add or delete from the quantities as set out in this request to meet budgetary constraints.

Contract Requirements: The successful bidder will sign a contract within 10 days of acceptance. A copy of the City of Webster City insurance requirements is included with specifications.

Basis of Payment: Payment shall be full compensation for all labor, equipment, materials, and incidentals required to complete this project(s) in accordance with the specifications and scope of work. Contract price shall also include mobilization and all required traffic control for the project. The

contractor may request partial payment upon the satisfactory completion of each project Section or the completion of each process. The City of Webster City Accounts Payable process is such that all invoices for payment must be approved by our City Council prior to checks being released. As a result, checks are mailed out the 1st and 3rd Tuesday of each month. The invoice must be submitted to the City of Webster City the Tuesday prior to the payment date which would normally be the 2nd and 4th Tuesday of each month. In the case of there being "5" Tuesdays in a month the invoice would need to be submitted the 5th Tuesday of the month to be paid the 1st Tuesday of the following month.

Indemnification to City of Webster City: The Contractor assumes the risk of all damages, loss, costs and expenses and agrees to indemnify and hold the City of Webster City, its City Council, officers, agents, and employees harmless from and against all liability, damage, loss, cost, and expense which may accrue or result from the performance of this agreement by the Contractor.

Liquidated Damages: It is understood by the Contractor that all work under this Contract shall be completed no later than **June 15, 2024** for the trimming operations. Liquidated damages for non-compliance with the completion dates provisions shall be \$500.00 (Five hundred dollars) per calendar day.

INSTRUCTIONS TO BIDDERS

1. Examination of Proposed Work

The bidder shall visit the site of the work and shall familiarize himself with the extent of the complexities and difficulties which will be encountered in performing the work in accordance with the contract documents. Failure of the Bidder to familiarize himself with the requirements of the Specifications and the existing conditions at the work site shall not constitute a reason or basis for extra compensation. The bidder shall be held responsible for the completion of the contract in accordance with the terms thereof.

2. Unbalanced Bids

No unbalanced bids will be accepted. The Owner reserves the right to reject any or all bids that is determined to be in the best interests of the City.

3. Acknowledgment of Addenda

Prior to the bid date for the project, as set forth in the Notice, Addenda to the Specifications for the project may be issued by the Owner. The contractor, or his authorized agent, shall acknowledge and initial receipt of all Addenda on his Proposal form in order that his Proposal may be considered. Failure to acknowledge receipt of Addenda shall be cause for the Owner to reject the Proposal.

4. Conflict of Interest

No member, officer, or employee of the City, or its designees or agents, no member of the government body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities, with respect to the program, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this program.

5. Preparation of Bids

Unless otherwise directed in the Notice, bids shall be submitted in single copy. Forms furnished or copies thereof shall be used and strict compliance with the requirements of the Notice, these instructions and the instructions printed on the forms is necessary. Special care should be exercised in the preparation of bids. Bidders shall make their own estimates of the facilities and difficulties attending the performance of the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper blank spaces in the bid guarantee forms shall be suitably filled in.

6. Signature to Bids

Each bid shall give the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships shall furnish the full names of all partners and shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations shall be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixed to his signature the word, "president", "secretary", "agent", or other designation, without disclosing his principal, may be held to the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

7. Alternate Bids

Alternate bids will not be considered unless specifically called for in the specifications.

8. Specifications and Schedules

The Specifications, Detailed Specifications, schedules, and drawings which form the basis of any bid shall be considered as part thereof and shall form a part of the contract. Copies of these papers, together with a copy of Standard Contract Form, including authorized additions or deletions, if any, shall be furnished to or made available for the inspection of Bidders by the office indicated in the published Notice.

9. Corrections

Erasures or other changes in the bids shall be explained or noted over the signature of the Bidder.

10. Time for Receiving Bids

Bids received prior to the time of opening shall be securely kept, unopened. The official whose duty it is to open them shall decide whether the specified time has arrived, and no bid received thereafter shall be considered. No responsibility shall attach to the Owner for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids shall not be considered.

11. Withdrawal of Bids

Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

17. Bidders Present

At the time fixed for the opening of bids, their contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representative.

18. Acceptance or Rejection of Proposals

The Owner reserves the right to accept the Proposal which, in the judgment of the Owner, is the lowest and best bid, to award the Contract by sections if so, specified in the Detailed Specifications, to reject any and all Bids, and to waive irregularities in the Proposals.

More than one Proposal from an individual, a firm, a partnership, a corporation, or any association under the same or different names, shall not be considered. When reasonable evidence exists that any Bidder is interested in more than one Proposal, it shall cause a rejection of all Proposals in which such Bidder is interested.

Any or all Proposals shall be rejected if there is reason to believe that collusion exists among the Bidders. Proposals received from participants in such collusion shall not be considered for the same work when and if Re-advertised. Proposals may be rejected from Bidders who are or have been in default on a previous Contract from the Owner.

19. Time of Performance

When not otherwise specified, the Bidder shall state the least number of calendar days (counting Sundays and Holidays) after date of receipt of Notice to Proceed, in which he will commence performance, and the number of calendar days after the date of receipt of Notice to Proceed, in which he will complete the work. In stating time, the Bidder should make due allowances for difficulties which may be encountered. The Bidder shall not be excused because of difficulties, whether of weather or other factors, whether anticipated or not, unless by formal written suspension of the work by the Owner.

20. Errors in Bid

Bidders or their authorized agents are expected to examine the maps, drawings, specifications, addenda, circulars, schedule, and all other instructions pertaining to the work, which shall be open to their inspection. Failure to do so shall be at the Bidder's own risk, and he cannot secure relief on the plea of error in the bid. In case of error in the extension of prices the UNIT PRICE shall govern.

21. Contract

The Bidder to whom award is made shall, when required, enter written contract on the approved contract form, with satisfactory security in the amount required within ten (10) days after the prescribed forms are presented to him for signature.

22. Enter into Contract

The successful Bidder, upon his failure or refusal to execute and deliver the Contract and Insurance Certificate required within ten (10) days after he has received notice of the acceptance of his bid.

23. Method of Award

The lowest bid submitted by a responsible Bidder will be awarded the Contract providing such bid is considered reasonable and in the best interest of the Owner.

24. Laws and Regulations

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they shall be deemed to be included in the Contract the same as though therein written out in full.

25. Nondiscrimination in Employment

By the submission of its bid, each Bidder acknowledges that he understands and agrees to be bound by the equal opportunity requirements of Federal regulations which shall be applicable throughout the performance of work under any contract awarded pursuant to this solicitation. Each Bidder agrees that if awarded a contract, it shall similarly bind contractually each subcontractor. In implementation of the foregoing policies, each Bidder further understands and agrees that if awarded a contract, he shall engage in affirmative action directed at promoting and ensuring equal employment opportunity in the workforce used under the contract (and that it shall require contractually the same effort of all subcontractors whose subcontracts exceed \$100,000). The Bidder understands and agrees that "affirmative action" as used herein shall constitute a good faith effort to achieve and maintain that amount of minority employment is the on-site workforce used on the project which corresponds, for each trade used, to the minority population in the serving labor market area from which workers are reasonably available for hire for the project.

PROPOSAL FORM
FY24 Tree Trimming and Removal Service Project
Webster City, Iowa

Project # 9-24-100-1

ARTICLE 1 – BIDRECIPIENT

1.1 This Proposal/Bid is submitted to:

City of Webster City
Dedra Nerland, Public Works Management Assistant
400 Second Street
P.O. Box 217
Webster City, IA 50595

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

ARTICLE 2- BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts to all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Owner.

ARTICLE 3- BIDDER'S REPRESENTATIONS

3.1 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site 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. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding 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 Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- E. Based on the information and observations referred to in proceeding paragraphs, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder 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 Bidding Documents.
- G. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- I. Bidder will submit written evidence of its authority to do business in the state where the project is located before the award of the Contract using provided "Bidder Status Form."

ARTICLE 4- BIDDER'S CERTIFICATION

4.1 Bidder certifies that:

- A. This Bid 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. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.1.D:
 - 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - 2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid 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 Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid 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 bidding process or affect the execution of the Contract.

ARTICLE 5-BASIS OF BID

- 5.1 This project shall be awarded and completed under one (1) single contract with three (3) separate Divisions. Bidders shall complete all blanks on the Proposal form for all Divisions. Bids submitted with blanks filled out for only one Division shall be considered non-responsive. No tied bids will be allowed.
- 5.2 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

City of Webster City: retains the right to waive any minor irregularities in all bids, when it is to the benefit of the City of Webster City to do so.

Proposal form

Due pre 4PM on November 17, 2023

***FY24 Electrical Line Clearance Tree Trimming and Tree Removal Services
For Webster City Municipal Utility
Webster City, Iowa***

Proposal for Line clearing Services;

Line Section 1, \$ _____

Line Section 2, \$ _____

Total Bid all sections, \$ _____

DATE: _____

COMPANY NAME: _____

SIGNATURE: _____

ADDRESS: _____

PHONE: _____

E-mail: _____

ARTICLE 6-TIME OF COMPLETION

6.1 Bidder agrees that the Work will be substantially complete and ready for final payment on or before the following date:

Final Completion line trimming: **No later than June 15, 2024**

Bidder accepts the provisions of the Agreement as to liquidated damages.

AGREEMENT FOR CONSTRUCTION SERVICES
FY24 Tree Trimming and Removal Services

This Agreement made and entered on the date hereinafter stated, between the City of Webster City, Iowa, ("City") and _____ ("Contractor").

For and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Scope of Work. Contractor shall perform in a competent and Professional manner the Scope of Work as set forth in **Supplemental conditions** included hereto and by this reference incorporated herein.
2. Completion. Contractor shall commence work immediately upon receipt of a written Notice to Proceed from the City and complete all phases of the Scope of Work as expeditiously as is consistent with Contractor skill and care and the orderly progress of the Work in a timely manner. The parties anticipate that all work pursuant to this agreement shall be completed no later than **June 15, 2024**. Upon request of the City, Contractor shall submit, for the City's approval, a schedule for the performance of Contractor's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project coordinator for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Contractor.
3. Payment. In consideration of the work performed, City shall pay Contractor on a time and expense basis for all work performed. The unit prices for work performed by Contractor shall not exceed those unit prices set forth in Supplemental conditions appended hereto. Except as otherwise mutually agreed to by the parties the payments made to Contractor shall not initially exceed \$ _____. Contractor shall submit, in timely fashion, invoices for work performed. The City shall review such invoices and, if they are considered incorrect or untimely, the City shall review the matter with Contractor within ten days from receipt of the Contractor's bill.
4. Non-Assignability. Both parties recognize that this contract is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other. Sub-Contracting, if authorized, shall not relieve the Contractor of any of the responsibilities or obligations under this agreement. Contractor shall be and remain solely responsible to the City for the acts, errors, omissions or neglect of any subcontractors' officers, agents, and employees, each of whom shall, for this purpose be deemed to be an agent or employee of the Contractor to the extent of the subcontract. The City shall not be obligated to pay or be liable for payment of any sums due which may be due to any sub-contractor.

5. Termination. The Contractor or the City may terminate this Agreement, by giving to the other party thirty (30) days written notice. Contractor shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor may be determined.

6. Covenant Against Contingent Fees. The Contractor warrants that s/he has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this contract, that s/he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

7. Independent Contractor Status. It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Contractor shall be, and shall perform as, an independent Contractor who agrees to use his or her best efforts to provide the said services on behalf of the City. No agent, employee, or servant of Contractor shall be, or shall be deemed to be, the employee, agent, or servant of the City. City is interested only in the results obtained under this contract. The manner and means of conducting the work are under the sole control of Contractor. None of the benefits provided by City to its employees including, but not limited to, workers' compensation insurance and unemployment insurance, are available from City to the employees, agents, or servants of Contractor. Contractor shall be solely and entirely responsible for its acts and for the acts of Contractor's agents, employees, servants and subcontractors during the performance of this contract. Contractor shall indemnify City against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax law, with respect to Contractor and/or Contractor's employees engaged in the performance of the services agreed to herein.

8. Indemnification. Contractor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, Contractor error, mistake, negligence, or other fault of the Contractor, any subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor of the Contractor, or which arises out of any workmen's compensation claim of any employee of the Contractor or of any employee of any subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Contractor. If it is determined by the final judgment of a court of

competent jurisdiction agreed between the Parties or decided by any other method that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, or its employees, the City shall reimburse the Contractor for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

9. Contractor Insurance Requirements

- A. Contractor agrees to procure and maintain, at its own expense, a policy, or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 8 above. Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 8 above by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.
- B. The contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- C. The insurance to be maintained by Contractor shall be written as follows:

1. Workers Compensation and Employers Liability Insurance as prescribed by Iowa law or the minimum limits shown below

- | | | |
|----|---------------------------|-------------------------|
| A. | Iowa Benefits | Statutory |
| B. | Employers Liability | |
| | Bodily Injury by accident | \$500,000 each accident |
| | Bodily Injury by disease | \$500,000 each accident |
| | Bodily Injury by disease | \$500,000 policy limit |

The Workers Compensation policy shall include a *waiver of subrogation clause* in favor of the owner.

2. Commercial General Liability Insurance Combined Single Limits shown below covering Bodily Injury, Property Damage and Personal Injury:

- | | |
|---|-------------|
| General Aggregate Limit | \$2,000,000 |
| Products - Completed Operations Aggregate Limit | \$2,000,000 |

Personal and Advertising Injury \$1,000,000
Limit

Each Occurrence Limit \$1,000,000

Fire Damage Limit (for any one \$ 100,000
fire)

Medical Damage Limit (any one \$ 5,000
person)

This insurance must include the following features:

- a. Coverage for all premises and operations. The policy shall be endorsed to provide the aggregate Per Project Endorsement
 - b. Personal and Advertising Injury.
 - c. Operations by independent contractors.
 - d. Contractual Liability coverage.
 - e. Coverage for property damage underground or damaged by explosion or collapse (XCU).
3. Automobile Liability insurance, covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000 per accident. Insurance must include Contractual Liability.
 4. Umbrella/Excess Insurance — At Contractor's option, the limits specified may be satisfied with a combination of primary and Umbrella/Excess Insurance.
 5. Additional Insured — The Contractor will include the City or Utility as additional insured on all policies except Workers' Compensation as respects all work performed. The additional insureds shall fully cooperate with the Contractor and its insurers on any claim.
 6. Insurance Certificates — Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the city or utility. These insurance policies shall not be canceled without at least 30 days prior written notice to City or Utility. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the City or Utility prior to the commencement of this lease.
 7. The following clauses will be added to all liability coverages:

The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

D. Subrogation:

To the extent that such insurance is in force and collectible and to the extent permitted by law, the City or Utility and Contractor each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall apply to damage to contractor's equipment, tools, and other personal property as well as automobiles.

- E. The policy or policies required above shall be endorsed to include the City and the City's officers and employees as additional insured. The additional insureds shall fully cooperate with the Contractor and its insurers on any claim. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.
- F. The **certificate of insurance** shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the contract. The certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City.
- G. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which City may immediately terminate this contract, or at its discretion City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Contractor to City upon demand, or City may offset the cost of the premiums against monies due to Contractor from City.

- H. City reserves the right to request and receive a certified copy of any policy any endorsement thereto.
- I. The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this contract, or any other rights, immunities, and protections provided by the Iowa Tort Liability of Governmental Subdivisions, Chapter 670, Iowa Code.

10. City's Insurance. The parties hereto understand that the City carries liability insurance for its officers and employees. Copy of said policies is available for inspection upon request during normal business hours.

11. Completeness of Agreement. It is expressly agreed that this agreement contains the entire undertaking of the parties relevant to the subject matter thereof and there are no verbal or written representations, agreements, warranties or promises pertaining to the project matter thereof not expressly incorporated in this writing.

12. Notice. Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

City of Webster City
Public Works Management Assistant
P. O. Box 217, 400 Second Street
Webster City, IA 50595

Contractor:

13. Non-Discrimination. No discrimination because of race, color, creed, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, handicap, or religion shall be made in the employment of persons to perform services under this contract.

14. Waiver. The waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Contractor to which the same may apply and, until complete performance by Contractor of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

15. Execution of Agreement by City. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

16. General Terms.

(a) It is agreed that neither this agreement nor any of its terms, provisions, conditions, representations or covenants can be modified, changed,

terminated, or amended, waived, superseded, or extended except by appropriate written instrument fully executed by the parties.

(b) If any of the provisions of this agreement shall be held invalid, illegal, or unenforceable it shall not affect or impair the validity, legality, or enforceability of any other provision.

(c) The parties acknowledge and understand that there are no conditions or limitations to this understanding except those as contained herein at the time of the execution hereof and that after execution no alteration, change or modification shall be made except upon a writing signed by the parties.

(d) This agreement shall be governed by the laws of the State of Iowa as from time to time in effect.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies each of which shall be deemed an original on the date hereinafter written.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF WEBSTER CITY, IOWA:

By: _____
John Hawkins

Title: Mayor

Date: _____

ATTEST:

Karyl K. Bonjour, City Clerk

CONTRACTOR:

Company:

WITNESSED BY:

By: _____

Title: _____

Date: _____



Supplemental Conditions

FY24 Tree Trimming and Removal Services For Webster City Municipal Utility Webster City, Iowa

Service: The City of Webster City, Webster City, Iowa is proposing to contract with a qualified Contractor for electric line clearance tree trimming as herein noted. The proposal should be for providing equipment, labor to perform the trimming and removal, and proper disposal of the trimmings and logs.

Proposals Due: Friday, November 17, 2023, pre 4:00 PM

Submit To: City of Webster City
Dedra Nerland, Public Works Management Assistant
400 Second Street
PO Box 217
Webster City, Iowa 50595

Contact: Adam Dickinson, Electric Distribution Supervisor at 515-832-9159 with any questions or need to discuss the scope of the project.

Site Inspection: All Contractors are encouraged to arrange for a site visit of the areas to be trimmed prior to submitting a proposal. In event location, and/or direction assistance is needed please contact Electric Distribution Supervisor.

Scope of Work: The Contractor is to trim trees for electrical line clearance will include trimming and/or removing trees in primary wire and service lines to the meter socket. In the areas highlighted on the attached map The Contractor shall provide the following:

- 1) Within the map shaded area trim trees around primary overhead wires and secondary overhead wires.
- 2) Electric Line clearance trimming for all hard wood trees (slow growing) will have not less than a 10-foot clearance; all soft wood trees (fast growing) will have not less than a 15-foot clearance.
- 3) Remove and properly dispose of all debris because of performing tree trimming service.
- 4) Upon approval from the City and given a Letter of Award, the Contractor agrees to perform the services between the dates of the **Notice to Proceed** through June 15, 2024 for the electrical line clearing.
- 5) Trimming and climbing personnel performing the service must be experienced and certified.
- 6) The contractor will be responsible for notifying and obtaining permission to trim on private property.

- 7) Contractor shall not completely remove a tree for line clearing without prior written authorization by the Electric Distribution Supervisor or designated representative. "Except as noted item 15 of the Scope of Work."
- 8) Contractor agrees to remove and properly dispose of applicable limbs, branches, logs, and trimmings from the property. Limbs, branches, trimmings, and logs less than six (6) inches in diameter shall be chipped and hauled to the Webster City tree dump.
- 9) Contractor shall perform the work in a professional manner, consistent with industry standards and as per specifications.
- 10) All activities shall be conducted in a manner which meets all existing regulations and requirements.
- 11) The work shall be performed in a professional manner and shall not negatively affect the City's public relations and existing relationships with area residence or the operation of the City Departments.
- 12) The selected Contractor will be required to supply all labor, equipment, and materials necessary to perform the services, coordinating, loading, transporting and proper disposal of tree waste.
- 13) Contractor shall be responsible for obtaining a tree surgeon license and pay a tree disposal permit fee. Please note the tree disposal permit fee would not be applicable only if you do not take the chippings/brush/tree waste/logs to the Webster City tree dump.
- 14) Debris delivered to the City Tree Dump shall be separated chipped Small Limbs and leaves will be disposed of in a separate location from the logs of 6" x 8' min. and larger. City Staff will direct where piles will be located.
- 15) Trees under power lines to be cleared located in rural areas farther than 100 yards from an existing structure or acreage shall be removed at ground level and treated to kill the roots.

Service Requirements: The contractor must meet all specifications and utilize methods as outlined in all attachments. The Contractor shall also meet the requirements and specifications in the following paragraphs.

Proposal Description: The proposal shall include (but not be limited to) the following information:

- 1) An amount the Contractor will charge to perform all services and all materials required to complete the services. Bids shall be listed as a one lump sum price for electric line clearance for each section only.
- 2) A list of those individuals and phone numbers in charge of the services or holding positions of responsibility.
- 3) Bid Section descriptions are shown on the maps included:

Section 1. Boone River to Beach Street; Walnut to Ohio Street

Section 2. Second Street north to 210th Street; Kantor Avenue to Des Moines Street

Warranty: The contractor shall provide a minimum warranty period of at least one year on all parts and labor.

Compliance Program: All activities shall be conducted in a manner which meets all existing regulations and requirements. The work shall be performed in a professional manner and shall

not negatively affect the City's public relations and existing relationships with area business or the operation of the City Departments. The selected Contractor will be required to supply all labor, equipment, and materials necessary to perform the work outlined above.

Project Requirements: The contractor must meet all specifications, utilize methods as outlined in the Bid documents, and perform all work in compliance with provisions of OSHA Standards applicable to said work as well as all other federal or state environmental laws including environmental protection agencies.

- 1) Contractor agrees to perform trimming in compliance with **ANSI A300 (part1) 2001 and USDA Forest Service NA-FR-01-95.**
- 2) Contractor agrees to perform trimming in compliance with provisions of **OSHA Standard 29 CFR 1910.269** applicable to tree-trimming operations.

Proposal Requirements: The Contractor shall submit one copy of the Bid Tab. The City of Webster City reserves the right to reject any or all bids, advertise for new bids and to waive informalities that may be in the best interest of the City, or may opt not to do the project at all, and reserves the right to add or delete from the quantities as set out in this request to meet budgetary constraints.

The contractor shall contact the City Project Coordinator prior to commencement of any work to see if there are any areas to be added to the contract or portions that are to be deleted. The contractor shall agree to the scope of project set forth by the City of Webster City after the proposals are considered.

Contract Requirements: Once the Request for Proposals have been reviewed and accepted by the City, the successful bidder will sign a contract within 10 days of acceptance. The successful Contractor will be required to provide all necessary insurance and enter into a contractual agreement with the City of Webster City.

Basis of Payment: Payment shall be full compensation for all labor, equipment, materials, and incidentals required to complete this project in accordance with the specifications and scope of work. Contract price shall also include mobilization and all required traffic control for the project. The contractor may request partial payment upon the satisfactory completion of a tree trimming section in the case of multiple sections. Or the contractor will be paid a lump sum payment upon satisfactory completion of the work in the amount of 95% and upon receipt of lien waiver(s) paid the remaining 5% balance in accordance with the Code of Iowa.

APPLICATIONS FOR PAYMENT

Each Application for Payment shall be consistent with previous applications and payments as approved by City Council.

The date the City Council will consider approval of each progress payment is the 1st & 3rd Monday of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period.

Requests for progress payments shall be submitted to the Public Works Management Assistant not later than the last day of each month, but not more often than once a month. Use forms EJCDC, and submit bid tab with percent completed to date. Final Payment and/or retainage will be held 30 days after approval by council.

CHANGE PROCEDURES

The Contractor may propose changes by submitting a request for change to the Public Works Management Assistant, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other Contractors.

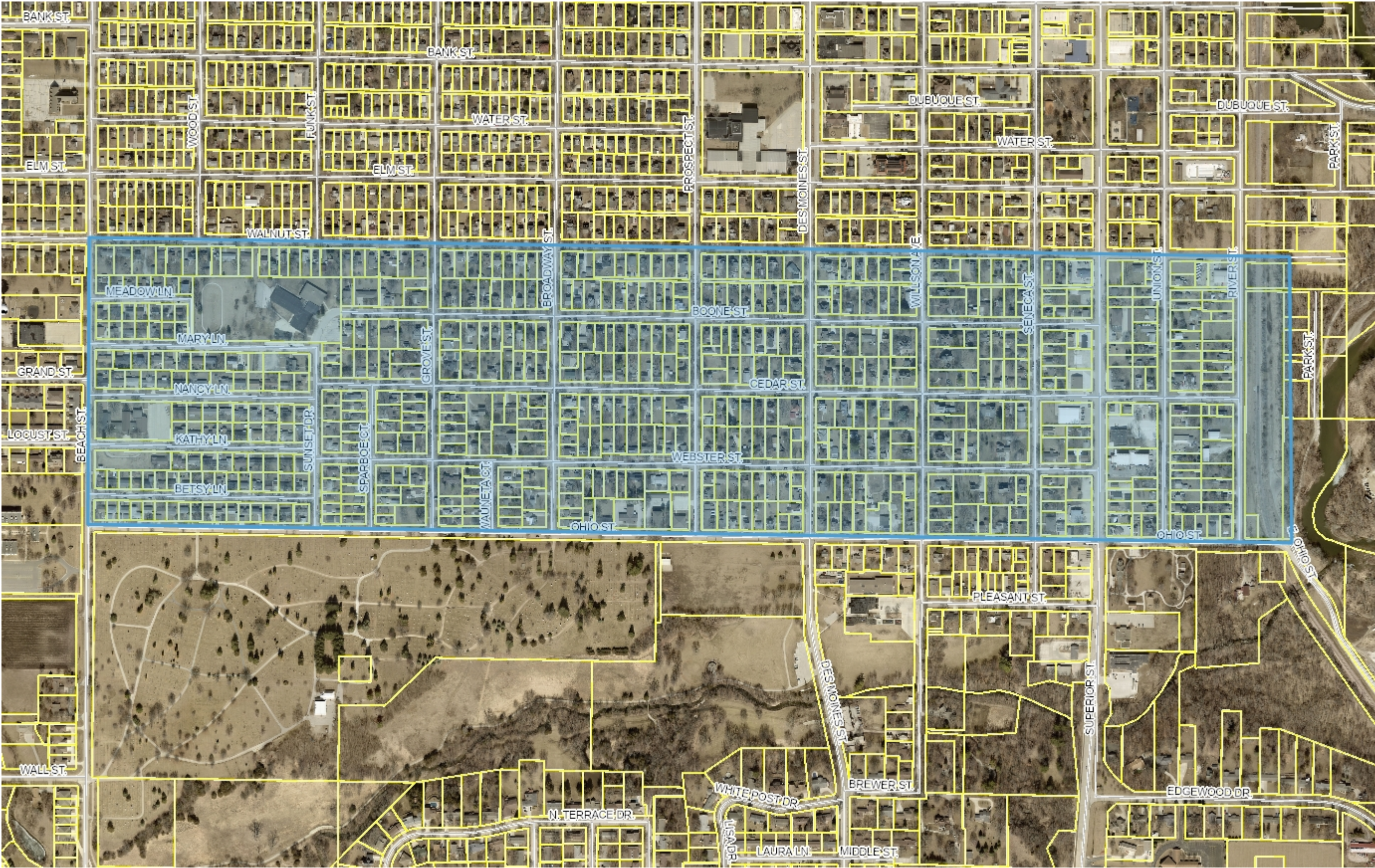
Based on Notice of Change and Contractor's fixed price quotation or Contractor's request for a Change Order as approved/denied by City Council.

Work Change: Public Works Management Assistant may issue a directive, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.

Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.

Execution of Change Orders: Public Works Management Assistant will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.



- Legend
- Gas Ground Shot
 - Gas Service Line
 - Gas Main
 - Road
 - Parcel
 - Corporate Limit Line

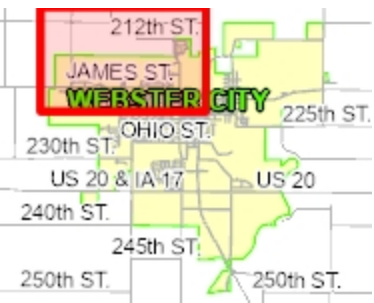
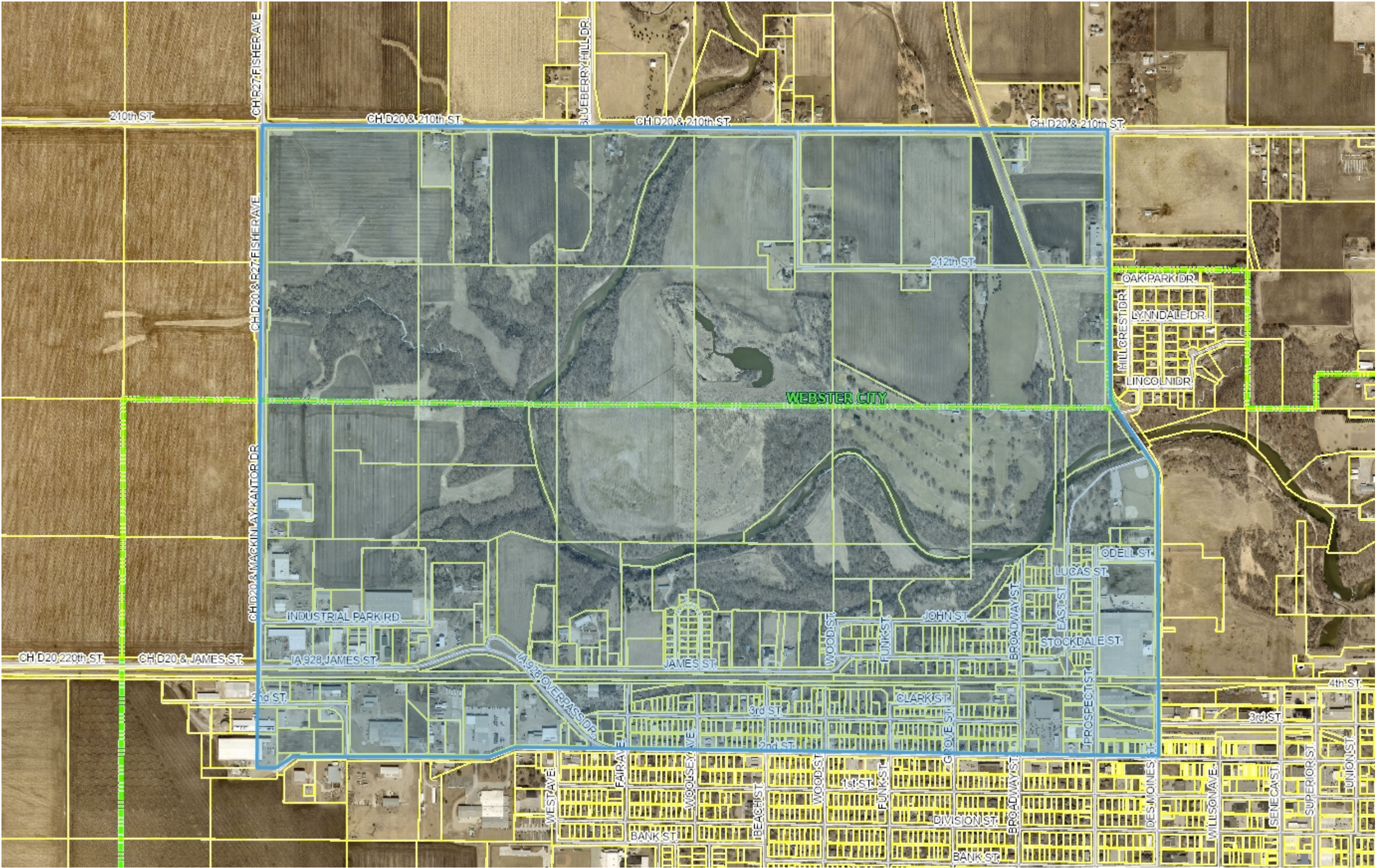
1 in. = 500ft.

Notes

999.6 0 499.81 999.6 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

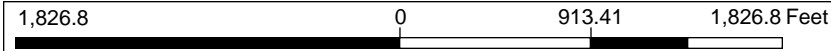
THIS MAP IS NOT TO BE USED FOR NAVIGATION



- Legend**
- Gas Ground Shot
 - Gas Service Line
 - Gas Main
 - Road
 - Parcel
 - Corporate Limit Line

1 in. = 913ft.

Notes



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

City of Webster City: retains the right to waive any minor irregularities in all bids, when it is to the benefit of the City of Webster City to do so.

Proposal form

Due pre 4PM on November 17, 2023

**FY24 Electrical Line Clearance Tree Trimming and Tree Removal Services
For Webster City Municipal Utility
Webster City, Iowa**

Proposal for Line clearing Services;

Line Section 1, \$ 68,983.⁰⁰

Line Section 2, \$ 42,173.⁰⁰

Total Bid all sections, \$ 111,156.⁰⁰

DATE: _____

COMPANY NAME: Fry's Tree Service

SIGNATURE: _____

ADDRESS: _____

PHONE: _____

E-mail: _____

ARTICLE 6-TIME OF COMPLETION

6.1 Bidder agrees that the Work will be substantially complete and ready for final payment on or before the following date:

Final Completion line trimming: **No later than June 15, 2024**

Bidder accepts the provisions of the Agreement as to liquidated damages.

City of Webster City: retains the right to waive any minor irregularities in all bids, when it is to the benefit of the City of Webster City to do so.

Proposal form

Due pre 4PM on November 17, 2023

**FY24 Electrical Line Clearance Tree Trimming and Tree Removal Services
For Webster City Municipal Utility
Webster City, Iowa**

Proposal for Line clearing Services;

Line Section 1, \$ 61,000

Line Section 2, \$ 62,000

Total Bid all sections, \$ 123,000

DATE: 11-15-23

COMPANY NAME: Robb's Tree and Stump Service

SIGNATURE: [Signature]

ADDRESS: 3811 Wilson Ave

Story City, Iowa 50248

PHONE: 515-520-7175

E-mail: stumping68@outlook.com

ARTICLE 6-TIME OF COMPLETION

6.1 Bidder agrees that the Work will be substantially complete and ready for final payment on or before the following date:

Final Completion line trimming: **No later than June 15, 2024**

Bidder accepts the provisions of the Agreement as to liquidated damages.

- H. City reserves the right to request and receive a certified copy of any policy any endorsement thereto.
- I. The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this contract, or any other rights, immunities, and protections provided by the Iowa Tort Liability of Governmental Subdivisions, Chapter 670, Iowa Code.

10. City's Insurance. The parties hereto understand that the City carries liability insurance for its officers and employees. Copy of said policies is available for inspection upon request during normal business hours.

11. Completeness of Agreement. It is expressly agreed that this agreement contains the entire undertaking of the parties relevant to the subject matter thereof and there are no verbal or written representations, agreements, warranties or promises pertaining to the project matter thereof not expressly incorporated in this writing.

12. Notice. Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

City of Webster City
Public Works Management Assistant
P. O. Box 217, 400 Second Street
Webster City, IA 50595

Contractor:

Robb's Tree & Stump Service

13. Non-Discrimination. No discrimination because of race, color, creed, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, handicap, or religion shall be made in the employment of persons to perform services under this contract.

14. Waiver. The waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Contractor to which the same may apply and, until complete performance by Contractor of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

15. Execution of Agreement by City. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

16. General Terms.

(a) It is agreed that neither this agreement nor any of its terms, provisions, conditions, representations or covenants can be modified, changed,

CITY OF WEBSTER CITY, IOWA:

By: _____
John Hawkins

Title: Mayor

Date: _____

ATTEST:

Karyl K. Bonjour, City Clerk

CONTRACTOR:

Company:

WITNESSED BY:

By: Robb's Tree & Stump Service 

Title: Owner

Date: 11-16-23

Commercial General Liability Coverage Declarations

Customer Number: 0110186569

Policy Number: 1080267 14

Policy Period: 03/15/2023 to 03/15/2024

at 12:01 AM Standard Time at Your Mailing Address Shown Below

Named Insured and Address:

Robb Morgan
DBA Robb's Tree & Stump Services
3811 Wilson Ave
Story City, IA 50248-7563

Agency Name and Address:

TRUENORTH COMPANIES LC
For Service or Inquiry Call
Customer Care at 1-866-926-4244

14338

Insured is a(n) Individual

Limits of Insurance

General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal and Advertising Injury Liability Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$100,000
Medical Expense Limit, Any One Person	\$5,000

See attached Forms Schedule for forms and endorsements applicable to this coverage.

City of Webster City: retains the right to waive any minor irregularities in all bids, when it is to the benefit of the City of Webster City to do so.

Proposal form

Due pre 4PM on November 17, 2023

**FY24 Electrical Line Clearance Tree Trimming and Tree Removal Services
For Webster City Municipal Utility
Webster City, Iowa**

Proposal for Line clearing Services;

Line Section 1, \$ 105,000

Line Section 2, \$ 78,500

Total Bid all sections, \$ 183,500⁰⁰

DATE: 11/16/23

COMPANY NAME: Arborpro Tree Service LLC

SIGNATURE: 

ADDRESS: 1343 13th Ave N
Fort Dodge IA 50501

PHONE: _____

E-mail: _____

ARTICLE 6-TIME OF COMPLETION

6.1 Bidder agrees that the Work will be substantially complete and ready for final payment on or before the following date:

Final Completion line trimming: **No later than June 15, 2024**

Bidder accepts the provisions of the Agreement as to liquidated damages.

AGREEMENT FOR CONSTRUCTION SERVICES
FY24 Tree Trimming and Removal Services

This Agreement made and entered on the date hereinafter stated, between the City of Webster City, Iowa, ("City") and Arborpro Tree Service LLC ("Contractor").

For and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Scope of Work. Contractor shall perform in a competent and Professional manner the Scope of Work as set forth in **Supplemental conditions** included hereto and by this reference incorporated herein.

2. Completion. Contractor shall commence work immediately upon receipt of a written Notice to Proceed from the City and complete all phases of the Scope of Work as expeditiously as is consistent with Contractor skill and care and the orderly progress of the Work in a timely manner. The parties anticipate that all work pursuant to this agreement shall be completed no later than **June 15, 2024**. Upon request of the City, Contractor shall submit, for the City's approval, a schedule for the performance of Contractor's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project coordinator for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Contractor.

3. Payment. In consideration of the work performed, City shall pay Contractor on a time and expense basis for all work performed. The unit prices for work performed by Contractor shall not exceed those unit prices set forth in Supplemental conditions appended hereto. Except as otherwise mutually agreed to by the parties the payments made to Contractor shall not initially exceed \$ 183,500⁰⁰. Contractor shall submit, in timely fashion, invoices for work performed. The City shall review such invoices and, if they are considered incorrect or untimely, the City shall review the matter with Contractor within ten days from receipt of the Contractor's bill.

4. Non-Assignability. Both parties recognize that this contract is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other. Sub-Contracting, if authorized, shall not relieve the Contractor of any of the responsibilities or obligations under this agreement. Contractor shall be and remain solely responsible to the City for the acts, errors, omissions or neglect of any subcontractors' officers, agents, and employees, each of whom shall, for this purpose be deemed to be an agent or employee of the Contractor to the extent of the subcontract. The City shall not be obligated to pay or be liable for payment of any sums due which may be due to any sub-contractor.

5. Termination. The Contractor or the City may terminate this Agreement, by giving to the other party thirty (30) days written notice. Contractor shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor may be determined.

6. Covenant Against Contingent Fees. The Contractor warrants that s/he has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this contract, that s/he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

7. Independent Contractor Status. It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Contractor shall be, and shall perform as, an independent Contractor who agrees to use his or her best efforts to provide the said services on behalf of the City. No agent, employee, or servant of Contractor shall be, or shall be deemed to be, the employee, agent, or servant of the City. City is interested only in the results obtained under this contract. The manner and means of conducting the work are under the sole control of Contractor. None of the benefits provided by City to its employees including, but not limited to, workers' compensation insurance and unemployment insurance, are available from City to the employees, agents, or servants of Contractor. Contractor shall be solely and entirely responsible for its acts and for the acts of Contractor's agents, employees, servants and subcontractors during the performance of this contract. Contractor shall indemnify City against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax law, with respect to Contractor and/or Contractor's employees engaged in the performance of the services agreed to herein.

8. Indemnification. Contractor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, Contractor error, mistake, negligence, or other fault of the Contractor, any subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor of the Contractor, or which arises out of any workmen's compensation claim of any employee of the Contractor or of any employee of any subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Contractor. If it is determined by the final judgment of a court of

competent jurisdiction agreed between the Parties or decided by any other method that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, or its employees, the City shall reimburse the Contractor for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

9. Contractor Insurance Requirements

- A. Contractor agrees to procure and maintain, at its own expense, a policy, or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section 8 above. Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 8 above by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.
- B. The contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- C. The insurance to be maintained by Contractor shall be written as follows:

1. Workers Compensation and Employers Liability Insurance as prescribed by Iowa law or the minimum limits shown below

A.	Iowa Benefits	Statutory
B.	Employers Liability	
	Bodily Injury by accident	\$500,000 each accident
	Bodily Injury by disease	\$500,000 each accident
	Bodily Injury by disease	\$500,000 policy limit

The Workers Compensation policy shall include a *waiver of subrogation clause* in favor of the owner.

2. Commercial General Liability Insurance Combined Single Limits shown below covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	\$2,000,000
Products - Completed Operations Aggregate Limit	\$2,000,000

Personal and Advertising Injury \$1,000,000
Limit

Each Occurrence Limit \$1,000,000

Fire Damage Limit (for any one \$ 100,000
fire)

Medical Damage Limit (any one \$ 5,000
person)

This insurance must include the following features:

- a. Coverage for all premises and operations. The policy shall be endorsed to provide the aggregate Per Project Endorsement
 - b. Personal and Advertising Injury.
 - c. Operations by independent contractors.
 - d. Contractual Liability coverage.
 - e. Coverage for property damage underground or damaged by explosion or collapse (XCU).
3. Automobile Liability insurance, covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000 per accident. Insurance must include Contractual Liability.
 4. Umbrella/Excess Insurance — At Contractor's option, the limits specified may be satisfied with a combination of primary and Umbrella/Excess Insurance.
 5. Additional Insured — The Contractor will include the City or Utility as additional insured on all policies except Workers' Compensation as respects all work performed. The additional insureds shall fully cooperate with the Contractor and its insurers on any claim.
 6. Insurance Certificates — Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the city or utility. These insurance policies shall not be canceled without at least 30 days prior written notice to City or Utility. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the City or Utility prior to the commencement of this lease.
 7. The following clauses will be added to all liability coverages:

The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

D. Subrogation:

To the extent that such insurance is in force and collectible and to the extent permitted by law, the City or Utility and Contractor each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall apply to damage to contractor's equipment, tools, and other personal property as well as automobiles.

E. The policy or policies required above shall be endorsed to include the City and the City's officers and employees as additional insured. The additional insureds shall fully cooperate with the Contractor and its insurers on any claim. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

F. The **certificate of insurance** shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the contract. The certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City.

G. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which City may immediately terminate this contract, or at its discretion City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Contractor to City upon demand, or City may offset the cost of the premiums against monies due to Contractor from City.

- H. City reserves the right to request and receive a certified copy of any policy any endorsement thereto.
- I. The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this contract, or any other rights, immunities, and protections provided by the Iowa Tort Liability of Governmental Subdivisions, Chapter 670, Iowa Code.

10. City's Insurance. The parties hereto understand that the City carries liability insurance for its officers and employees. Copy of said policies is available for inspection upon request during normal business hours.

11. Completeness of Agreement. It is expressly agreed that this agreement contains the entire undertaking of the parties relevant to the subject matter thereof and there are no verbal or written representations, agreements, warranties or promises pertaining to the project matter thereof not expressly incorporated in this writing.

12. Notice. Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

City of Webster City
Public Works Management Assistant
P. O. Box 217, 400 Second Street
Webster City, IA 50595

Contractor:

Arborpro Tree Service LLC
1343 13th Avenue
Fort Dodge IA 50501

13. Non-Discrimination. No discrimination because of race, color, creed, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, handicap, or religion shall be made in the employment of persons to perform services under this contract.

14. Waiver. The waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Contractor to which the same may apply and, until complete performance by Contractor of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

15. Execution of Agreement by City. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

16. General Terms.

(a) It is agreed that neither this agreement nor any of its terms, provisions, conditions, representations or covenants can be modified, changed,

terminated, or amended, waived, superseded, or extended except by appropriate written instrument fully executed by the parties.

(b) If any of the provisions of this agreement shall be held invalid, illegal, or unenforceable it shall not affect or impair the validity, legality, or enforceability of any other provision.

(c) The parties acknowledge and understand that there are no conditions or limitations to this understanding except those as contained herein at the time of the execution hereof and that after execution no alteration, change or modification shall be made except upon a writing signed by the parties.

(d) This agreement shall be governed by the laws of the State of Iowa as from time to time in effect.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies each of which shall be deemed an original on the date hereinafter written.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF WEBSTER CITY, IOWA:

By: _____
John Hawkins

Title: Mayor

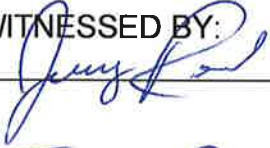
Date: _____

ATTEST:

Karyl K. Bonjour, City Clerk

CONTRACTOR:

Company:

WITNESSED BY:


Jenny Roe

By: 

Jake Nelson

Title: Owner

Date: 11/16/23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kingsgate Insurance Center, Inc. 924 Central Ave Fort Dodge, IA 50501	CONTACT NAME: PHONE (A/C, No, Ext): (515) 576-4321 E-MAIL ADDRESS: email@kingsgateins.com FAX (A/C, No): (515) 576-8567														
INSURED ArborPro Tree Service, LLC 1343 13th Avenue North Fort Dodge, IA 50501	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : West Bend Mutual</td><td>15350</td></tr><tr><td>INSURER B : Berkshire Hathaway Homestate Insurance Co.</td><td>20044</td></tr><tr><td>INSURER C : AMERISAFE</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : West Bend Mutual	15350	INSURER B : Berkshire Hathaway Homestate Insurance Co.	20044	INSURER C : AMERISAFE		INSURER D :		INSURER E :		INSURER F :	
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INSURER C : AMERISAFE															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	A466796	5/7/2023	5/7/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	02APM023456-03	5/14/2023	5/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	A466796	5/7/2023	5/7/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X AVWCIA3105012023	7/24/2023	7/24/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			A466796	5/7/2023	5/7/2024	Rented/Leased Equip 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Webster City is listed as Additional Insured under the General Liability, Automobile liability, and Excess liability policies. A Waiver of Subrogation in favor of the City of Webster City applies on the General Liability, Automobile Liability, Excess Liability, and Worker's Compensation policy. Governmental Immunity applies and 30-day cancellation notice applies.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MEMORANDUM

TO: Mayor and City Council

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

DATE: December 4, 2023

RE: Adopt a Resolution Approving Amendment No. 17B1 to the On-Call Street Paving Specialist Agreement for Professional Services with Snyder & Associates, Inc.

SUMMARY: On February 21, 2022 the City Council approved Amendment No. 17 for Snyder & Associates to provide professional engineering services needed to complete the project development, administration, survey, design and construction administration and observation of Lincoln Drive and Fair Meadow Drive projects. Both projects had additional needs and work tied to them that have created a modification to the scope of work required from Snyder and Associates. On November 20, 2023 City Council passed a resolution 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. An amendment is needed to incorporate the additional professional services needed to complete the project.

PREVIOUS COUNCIL ACTION: The Council approved Amendment No. 17 with Snyder & Associates to complete the project development, administration, survey, design and construction administration and observation of the Lincoln Drive and Fair Meadow Drive project on February 21, 2022.

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

BACKGROUND/DISCUSSION: Additional services are required from Snyder & Associates to complete the Lincoln Drive and Fair Meadow Drive project. The original agreement and amendment did not include nighttime construction. The nighttime construction will require additional construction observation staff to be on site after the daytime construction. The professional will provide construction observation for nighttime paving. It is anticipated there will be up to 19 nights of paving. Snyder and Associates is also requesting additional construction services for an additional 10 working days to the construction contract. This amendment will add \$29,600 to the Lincoln Drive and Fair Meadow Drive Project.

FINANCIAL IMPLICATIONS: The additional \$29,600 will be paid for from the respective projects. These dollars will be absorbed by the water, sewer, LOSST and Road Use funds.

RECOMMENDATION: Staff recommends the City Council adopt a resolution approving Amendment No. 17B1 with Snyder and Associates.

RESOLUTION NO. 2023 - xxx

RESOLUTION APPROVING AMENDMENT NO.17B1 TO ON-CALL STREET PAVING SPECIALIST AGREEMENT FOR PROFESSIONAL SERVICES WITH SNYDER AND ASSOCIATES INC.

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

WHEREAS, the City of Webster City did approve Amendment No. 17 on February 21, 2022; and

WHEREAS, the City of Webster City did approve Amendment No. 17A on October 17, 2022; and

WHEREAS, the City of Webster City seeks to expand the scope of the project and requires additional professional services from Snyder and Associates; and

WHEREAS, the City of Webster City will utilize the services of its consulting engineer, Snyder and Associates, to perform said services as noted in the attachment 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 Mayor to sign and execute amendment number 17B1 with Snyder and Associates to complete the Lincoln Drive and Fair Meadow Drive Project.

Passed and adopted this 4th day of December, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

EXHIBIT "A"

AMENDMENT NO. 17B1

WEBSTER CITY, IOWA

AMENDMENT No. 17B1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES FOR THE ON-CALL STREET PAVING SPECIALIST

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

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

1. **Engagement.** The City hereby engages the Professional to perform work necessary to provide all services as described in the Scope of Work in connection with this Amendment to the Contract.
2. **Scope of Work.** The Professional shall perform in a competent and professional manner, the scope of work as set forth in **Exhibit "A"** attached hereto and by reference incorporated herein.
3. **Completion.** The Professional shall commence work immediately upon receipt of a written notice from the City and complete the Scope of Work in an expeditious and professional manner as set forth in **Exhibit "B"** attached hereto and by reference incorporated herein.
4. **Payment.** The prices for work performed by the Professional on this Amendment shall not exceed those prices as set forth in **Exhibit "C"** attached hereto and by reference incorporated herein.

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

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

Dated: November 20, 2023

SNYDER & ASSOCIATES, INC.

EXHIBIT “A” SCOPE OF WORK

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

The following revisions shall be made to Amendment No. 17B1:

III. CONSTRUCTION SERVICES

B. CONSTRUCTION OBSERVATION

Add the following paragraphs for the Fair Meadow Drive Reconstruction Project construction services:

6. The Professional will provide a Construction Observer for nighttime paving operations. It is anticipated there will be up to nineteen (19) nights of paving.
7. Ten (10) working days were added to the construction contract. The Professional will provide a Construction Observer for these ten additional working days.

EXHIBIT “B” COMPLETION

Replace this section:

Professional shall commence work immediately upon receipt of a written Notice to Proceed from the City and shall complete all phases of the Scope of Work as expeditiously as is consistent with professional skill and care and the orderly progress of the Work in a timely manner. The parties anticipate that all design work pursuant to this agreement shall be completed to facilitate bid lettings in the Summer of 2022 for Lincoln Drive and **Fall 2023** for Fair Meadow Drive.

The anticipated preliminary schedule for the Project is as follows:

<u>Task</u>	Completion Date	
	<u>Fair Meadow Drive</u>	<u>Lincoln Drive</u>
City Council Approve Contract	October 17, 2022	February 21, 2022
Title Reports Received	October 7, 2022	
Complete Topographic and Boundary Survey	October 31, 2022	February 21, 2022
Notices out for Hearing of Necessity	October 31, 2022	
PMT Mtg #1 to review survey & design progress	November 9, 2022	March 30, 2022
Utility Coordination Contact Prelim	November 11, 2022	
Submit Preliminary Plans (50%)	November 23, 2022	April 6, 2022
PMT Mtg #2 to review preliminary plans	November 29, 2022	April 13, 2022
Public Information Meeting	November 30, 2022	April 21, 2022
Utility Coordination meeting 2	December 1, 2022	
Hearing of Necessity for Eminent Domain	December 5, 2022	
Plats, Broker Opinions/Valuations	December 16, 2022	
Offers & ROW Negotiations Commence	December 16, 2022	
Receive Utility Relocation Designs	January 13, 2023	
Submit Check Plans (90%)	January 30, 2023	May 26, 2022
PMT Mtg #3 to review check plans	February 3, 2023	June 2, 2022
IDNR Permit*	September 29, 2023	June 3, 2022
ROW Acquisitions/Temporary Easements Obtained by City	September 2023	June 20, 2022
Franchise Utility Relocations Complete**	April 2024	
Complete Final Plans and Contract Documents	October 9, 2023	June 20, 2022
City Council set Letting and Hearing Dates	October 16, 2023	June 20, 2022
Bid Letting	November 14, 2023	October 12, 2022
Memo – Engineer Letter of Recommendation	November 16, 2023	October 13, 2022
City Council Review Bids Received / Contract Award	November 20, 2023	October 17, 2022
Preconstruction Meeting	May 2024	April 2023
Start Construction	Spring 2024	Spring 2023
End Construction	Fall 2024	Summer 2023

* It is anticipated the IDNR Water Permit will take 8-12 weeks to acquire.

**Project schedule assumes likely significant franchise utility relocations are required.

EXHIBIT “C” **PAYMENT**

COMPENSATION

Below is a table summarizing the Professional’s fees for the scope of services outlined in this Exhibit “A”. Fees will be invoiced and paid on an hourly rate plus expenses basis not to exceed amount and rates will be accrued in accordance with the Professional’s 2022-2023 Standard Fee Schedule contained in Exhibit “D” of this Amendment No. 17 to the Agreement for Professional Services.

CONSTRUCTION SERVICES – FAIR MEADOW DRIVE

		BASE	AMEND #1	AMEND #2	TOTAL
1.	Construction Administration	\$ 13,200	\$ 13,700	\$	\$ 26,900
2.	Construction Observation	\$ 30,300	\$ 28,500	\$ 25,800	\$ 84,600
3.	Construction Staking	\$ 8,000	\$ 3,800	\$ 3,800	\$ 15,600
4.	Record Drawings	\$ 1,500	\$ 2,500	\$	\$ 4,000
5.	Monument Preservation Survey	\$ 1,800	\$ 1,800	\$	\$ 3,600
	SUB TOTAL	\$ 54,800	\$ 50,300	\$ 29,600	\$ 134,700

AMENDMENT NO. 17 TOTAL	\$ 315,400
AMENDMENT NO. 17A TOTAL	\$ 141,950
AMENDMENT NO. 17B1 TOTAL	\$ 29,600
TOTAL	\$ 486,950

STANDARD FEE SCHEDULE

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

MEMORANDUM

TO: Mayor and City Council

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

DATE: December 4, 2023

RE: Adopt a Resolution Adopting the Updated Version of the City's Americans with Disabilities Act Inventory and Transition Plan prepared by Snyder & Associates

SUMMARY: The City of Webster City last completed their ADA Inventory and Transition Plan in 1995; however, the plan is outdated and only encompassed the building survey requirements. Putting an ADA Transition Plan together is an item on the City Council's list of "givens" in the 2022 Goal Setting Report. Snyder & Associates has completed the ADA Inventory and Transition Plan and it is now time to review and adopt the plan.

PREVIOUS COUNCIL ACTION: The Council approved Amendment No. 19 on August 1, 2022 with Snyder and Associates to Complete an update to the City's 1995 Americans with Disabilities Act Inventory and Transition Plan.

The Council approved an agreement with Snyder & Associates to provide On-Call Paving Specialist Services on February 6, 2017. The Council also previously approved Amendment No. 1 through 18 for ongoing projects.

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 this item as a "given" goal on May 2, 2022.

BACKGROUND/DISCUSSION: Federal mandates require that local and state governments ensure the rights of handicapped individuals in the United States are protected and preserved. Congress passed the Americans with Disabilities Act (ADA) in 1990. Title II of the act covers programs, activities, and services public entities such as municipalities must follow. Cities are required to identify and evaluate all programs, activities, and services and review all practices, policies and procedures that govern administration. The American with Disabilities Act Title II Regulation Subpart D.35.150.d sets out requirements for program accessibility of existing facilities and new construction and alterations. This section requires that *a transition plan be developed by an entity that employs 50 or more persons, within six months of the effective date of this regulation.* The city complied and put together an ADA transition plan in 1992 and then updated their plan in 1995; however, since then no inventory of the City's sidewalks and buildings has been completed. Since 1995 there have been some building modifications, modifications to the parks and changes to the sidewalks located in the City's right of way. Transition plans are considered living documents and should be kept current.

The Department of Justice (DOJ) will routinely select jurisdictions to conduct ADA compliance reviews across the country. Since the year 2000, the DOJ has completed reviews of Pella, Davenport, Des Moines and Cedar Rapids. The DOJ found a number of issues in the City of Cedar Rapids that included a mandate to ~~113 of 1034~~ update its transition plan. In order to prevent similar

findings if Webster City were to be selected and to ensure the City is preserving the rights of handicapped individuals, it is important that the City proceed with completing the update of the ADA Transition Plan.

Snyder & Associates has completed the following as part of the inventory and transition plan work:

1. Curb Ramp Review and Inventory
2. Sidewalk Review and Inventory
3. Exterior Public Building Review
4. City Owned Park Review
5. Interior Public Building Review

As part of the update to the transition plan, Snyder & Associates has collected data, held a public meeting with stakeholders, provided a draft transition plan for review and comment and a final transition plan.

Because this is a living document, the city will have responsibilities to fulfill during the preparation of the transition plan and after the document is drafted. At a minimum, the city must select and designate an ADA Coordinator, maintain/host web services for established grievances, perform ongoing monitoring of progress and collate CIP tasks with the transition plan, provide publicity, public relations, and marketing services for web based public survey required to gather accurate sample size.

The 1995 ADA Transition Plan and the updated version of the ADA Transition Plan are attached to this memo for your review.

FINANCIAL IMPLICATIONS: N/A

RECOMMENDATION: Staff recommends the City Council adopt a resolution adopting the updated version of the City's Americans with Disabilities Act Inventory and Transition Plan prepared by Snyder & Associated.

RESOLUTION NO. 2023 – xxx

**RESOLUTION ADOPTING THE UPDATED VERSION OF THE CITY’S AMERICANS WITH DISABILITIES ACT
INVENTORY AND TRANSITION PLAN PREPARED BY SNYDER & ASSOCIATES**

WHEREAS, the City of Webster City did approve Amendment No. 19 with Snyder and Associates to complete an update to the City’s 1995 ADA Inventory and Transition Plan.

WHEREAS, the Americans with Disabilities Act Title II Regulation Subpart D.35.150.d sets out requirements for program accessibility of existing facilities and new construction and alterations; and

WHEREAS, the City of Webster City seeks to ensure preservation of the rights of handicapped individuals and to comply with federal mandates; and

WHEREAS, the City of Webster City last completed an ADA inventory and transition plan in 1995; and

WHEREAS, the City of Webster City wishes to adopt the updated ADA Inventory and Transition Plan; and

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

SECTION 1: Adopts the updated version of the City’s Americans with Disabilities Act Inventory and Transition Plan prepared by Snyder & Associates.

Passed and adopted this 4th day of December, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

AMERICANS WITH DISABILITIES ACT

CITY OF WEBSTER CITY, IOWA

February, 1992
Updated - June, 1995

AMERICANS WITH DISABILITIES ACT

CITY OF WEBSTER CITY, IOWA

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Transition Plan Goals:

To incorporate the Americans with Disabilities Act regulations (ADA) within the City of Webster City.

To implement a transition plan with the assistance of a citizens handicapped review committee that includes handicapped individuals.

Plan Implementation:

1. The City has designated the "ADA committee" consisting of the City Attorney, Personnel Director and Building Official to coordinate efforts to comply with ADA regulations and to provide assistance to handicapped individuals, as applicable.
2. A written grievance policy and procedure is on file and available upon request.
3. City employment and personnel policies were updated for ADA compliance. Job descriptions note which functions would be difficult for a degree of handicap. A building not commonly available to the general public and not housing employees with confinement handicaps may not need to be totally accessible to all handicapped individuals.
4. All city programs were reviewed for handicapped.
5. The City should provide braille or tape recordings of council proceedings and key procedural manuals.

Barrier Data Analysis:

A checklist of structural deficiencies was developed by City Staff and then reviewed by the Handicap Accessibility Committee. Each inadequacy was reviewed as to either immediate corrective action or to incorporate into a time table. Noted deficiencies are listed below, including a city estimate of cost and a time table for applicable construction. Historical preservation buildings are also noted.

HANDICAPPED DISCRIMINATION GRIEVANCE BOARD:

Five member - the term for those on the Board shall be the same terms that each elected Council Member holds for their City Council office and appointed by respective Council Members.
(Established 9-28-84)

1995

Sharon Womack (Siders)	01-01-94/12-31-97
Jack Adams (Mitchell)	01-01-94/12-31-97
Duane Strait (Dermand)	01-01-92/12-31-95
Myra Maxon (Petron)	01-01-92/12-31-95
Robert Walker (Voge)	01-01-94/12-31-97

PUBLIC NOTICE

THE CITY OF WEBSTER CITY, IOWA IS IN THE PROCESS OF EVALUATING ITS CURRENT SERVICES, PROGRAMS, FACILITIES, POLICIES AND PRACTICES AND THE EFFECTS THEREOF, TO DETERMINE WHETHER ANY OF THOSE MIGHT BE DISCRIMINATORY TO INDIVIDUALS WITH DISABILITIES, AS REQUIRED BY THE AMERICANS WITH DISABILITIES ACT (ADA). ALL INTERESTED PERSONS, INCLUDING THOSE WITH DISABILITIES OR ORGANIZATIONS THAT REPRESENT PERSONS WITH DISABILITIES, ARE INVITED TO PARTICIPATE IN THE SELF EVALUATION PROCESS BY SUBMITTING COMMENTS TO TERESA ROTSCHAFER, ASSISTANT CITY MANAGER, 400 SECOND STREET, P. O. BOX 217, WEBSTER CITY, IOWA 50595, (515) 832-9151, BY 5 P.M., AUGUST 31, 1995. THE RESULTS OF THE SELF EVALUATION PROCESS WILL BE MADE AVAILABLE FOR PUBLIC INSPECTION AFTER SEPTEMBER 15, 1995.

CITY OF WEBSTER CITY HIRING PROCEDURES

Following are the steps followed by the City of Webster City in the hiring of permanent employees, unless such procedure is contrary to state regulations:

1. Promotions from within the department or transfers from another city department will be made to fill a vacancy in a permanent position, whenever possible.
2. When no qualified employee is available for promotion or transfer, then the vacant position will be listed in newspaper and/or radio notices, or any applicable journals or agencies. A file of walk-in applications is maintained.
3. Upon the receipt of applications and the closing of the acceptance of applications, all applicants are reviewed by the Assistant City Manager and/or the department head involved. Those applicants appearing to possess the minimum qualifications necessary for the position are separated out for further review.
4. Those applicants selected for further review are ranked by experience, training and/or education in applicable job skills.
5. A final group of between five and ten applicants are chosen for the interview process. Interviews are conducted by the Assistant City Manager and the department head involved. Other individuals may be present, if deemed necessary (ie. police sergeants, assistant department heads, fire lieutenants, etc.) Standard interview questions are prepared and several of these questions are asked each applicant. It is possible each applicant will be given a practical applications (skills) test. The skills test will involve situations or duties which are part of the normal routine associated with this particular position. Examples of the skills test could include, but are not limited to the following:
 - A. Operating required equipment
 - B. Typing and/or writing of various types of correspondence
 - C. Responding to various scenarios
 - D. Preparation of mock reports

6. After the field of applicants has been narrowed to the final one to three, reference checks are made, and previous employers are contacted.
7. The final applicant will be presented to the City Manager for approval. Final appointment will be made by the City Manager.

Several points must be noted at this time. First, the City of Webster City is an Equal Opportunity Employer.

Second, all applicants are given a copy of the job description at the time that the applicant is applying for a specific vacancy. This will be explained to the applicants, if requested.

Third, if requested applicants will be assisted in filling out the application. Applicants are also encouraged to submit additional information such as a resume or transcripts.

Fourth, State of Iowa Code requirements are followed in the areas of Civil Service Appointments and in regard to Veteran's Preference.

Lastly, all employees filling a vacant permanent position, whether through promotion, transfer or recruitment, must satisfactorily complete a six-month probationary period. An evaluation will occur at the end of this time. All new employees are encouraged to ask questions and make this probationary period a valuable adjustment time.

CITY FACILITY BUILDING SURVEY
ON FILE IN THE BUILDING INSPECTOR'S OFFICE

GRIEVANCE PROCEDURES FOR PUBLIC SERVICES

CITY OF WEBSTER CITY, IOWA

I. Purpose:

The purpose of this grievance procedure is to provide an organized process for handling complaints of discrimination on the basis of disability in public services provided by the City of Webster City. Title II of the Americans with Disabilities Act (ADA) prohibits discrimination against qualified persons with disabilities in all services, programs and activities provided or made available by local governments.

II. Definitions:

Disability: Means with respect to an individual -

1. A permanent or temporary physical or mental impairment that substantially limits one or more of the major life activities (i.e., caring for oneself, performing manual tasks, walking, breathing, seeing, hearing, speaking, learning and working);
2. Has a record of such impairment (covers those persons who have a history of an impairment, i.e., persons who have a history of mental illness, persons who have had cancer, epilepsy, etc.); and
3. Is regarded as having such an impairment (a person who is treated as if they have an impairment, i.e., facial disfigurement, etc.)

Facility: Means any or all portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walks, passageways and parking lots or other real or personal property.

Public Entity: Is defined as any state or local government; any department, agency, special purpose district or other instrumentality of state or local government.

Qualified Person with a Disability: Means a person with a disability who with or without reasonable modification to rules, policies, practices or removal of architectural, communication or transportation barriers of the provision of auxiliary aids and services, meets the essential eligibility requirements for a specific program, service or activity.

III. Coordinator for ADA Compliance:

Ken Wetzler and Teresa Rotschafer have been designated as the ADA Co-coordinators for the City of Webster City. They may be reached by telephone at (515) 832-9151, and in person/letter at 400 Second Street, P. O. Box 217, Webster City, Iowa 50595.*

*City Hall is accessible and disabled parking is available.

IV. Procedure:

This procedure is available for use by qualified persons with disabilities to resolve complaints of discrimination on the basis of disability in programs, activities and services provided by the City of Webster City. It should be used responsibly and only when conditions or circumstances warrant its use. All information, documentation and decisions pertaining to this procedure are CONFIDENTIAL and shall be handled in a confidential manner.

Complaints under this procedure shall be processed with the following steps:

Step 1:

The complainant and/or the complainant's representative shall orally present the complaint to the supervisor of the service or facility where the discrimination has occurred within ten working days of the alleged incident. In doing so, the complainant shall describe the situation that gave rise to the complaint, including an explanation of the reasons why he/she thinks that they have experienced discrimination. The supervisor shall within ten days after hearing the complaint, alone or in collaboration with involved staff, reach a decision and orally communicate the decision to the complainant.

NOTE: If for some reason, the complainant feels that he/she cannot effectively present the complaint to the supervisor, the complainant or the complainant's representative may initiate the complaint at Step 2 of this procedure within ten days of the alleged incident. Complainants are strongly encouraged to settle complaints at Step 1 of this procedure.

Step 2: If the complaint is not resolved at Step 1, the complainant shall put his/her complaint in writing using the complaint form provided and forward the form to the City Manager's Office within ten days of receiving the supervisor's decision. The City Manager's Office will provide assistance in completing this form if the complainant is unable due to their disability.

In completing the form, complainants are encouraged to provide as much detail as possible, including dates, times, witnesses, etc. in order to facilitate a prompt and thorough investigation. The form must present the facts of the complaint including recommendations of necessary actions to remedy the alleged discrimination to the satisfaction of the complainant.

The ADA Coordinator shall notify the department head of the allegations and recommend that an internal investigation of the allegation be conducted immediately. In conducting the internal investigation of a complaint, the ADA Coordinator shall make every attempt to resolve the complaint at this step of the procedure.

If the ADA Coordinator's efforts are successful in resolving the complaint, the resolution, authorized and agreed to by management shall be documented. This agreement must be in writing and signed by all involved parties.

If after investigating the matter, the ADA Coordinator finds that the complaint is unfounded or without merit, or that it is not possible to remedy the complaint to the satisfaction of all parties involved, the ADA Coordinator shall so advise the City Manager. After the City Manager's investigation, within twenty-one days of receipt of the complaint, the City Manager shall inform the ADA Coordinator of his/her decision on the matter. The City Manager may accept, reject or modify the recommendation of the ADA Coordinator.

Step 3: If the complaint is not resolved at Step 2, the ADA Coordinator shall initiate a secondary investigation of the complaint as soon as practicable following notice of the decision of the City Manager. The findings and recommendations of the ADA Coordinator shall, upon review of the City Manager accept, reject or modify the recommendations and notify the ADA Coordinator and the complainant.

Step 4: If the complaint is not resolved at Step 3, the complainant may request that the complaint be reviewed by the Handicapped Discrimination Grievance Board within ten calendar days following receipt of the City Manager's decision. All such requests must be made in writing with an explanation of the nature of the complaint and requesting the Handicapped Discrimination Grievance Board hear the complaint.

PUBLIC SERVICES COMPLAINT FORM

NAME _____ HOME PHONE: _____

ADDRESS _____ WORK PHONE: _____

CITY, STATE, ZIP _____

DATE OF RECENT OR CONTINUING DISCRIMINATION: _____

EXPLANATION OF DISCRIMINATION OR DENIAL OF SERVICE (PLEASE
EXPLAIN WHAT DISCRIMINATORY ACTION WAS TAKEN AGAINST YOU. BE
SPECIFIC, INCLUDE DATES, NAMES, PLACES, ETC. PLEASE USE AS
MANY PAGES AS NECESSARY: _____

RESOLUTION REQUESTED: _____

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE TO THE BEST OF
MY KNOWLEDGE.

SIGNATURE: _____

DATE: _____

REASONABLE ACCOMMODATION POLICY

CITY OF WEBSTER CITY, IOWA

I. STATEMENT OF PURPOSE

It is the policy of the City of Webster City to provide reasonable accommodation for qualified persons with disabilities who are employees or applicants for employment. The City of Webster City will adhere to all applicable federal, state and local laws, regulations and guidelines with respect to providing reasonable accommodations as required to afford equal opportunity to qualified persons with disabilities. Reasonable accommodations shall be provided in a timely and cost-effective manner.

II. DEFINITIONS

****Person with Disability:** Any person who has or who acquired a physical or mental impairment, or who has a record of such an impairment or who is regarded as having an impairment which limits one or more major life activities, such as self care, performing manual tasks, seeing, hearing, speaking, breathing and working on a temporary or permanent basis.

****Physical or Mental Impairment:** Any physiological disorder, disfigurement or anatomical loss or limitation, or any mental or psychological disorder acquired as a result of illness, accident or birth.

****Qualified Person with a Disability:** A person with a disability whose experience, education and or training enable a person with a disability, with reasonable accommodation, to perform the essential functions of the job.

****Reasonable Accommodation:** Adjustments made for the known disability of an employee or applicant by structuring the job or the work environment in a manner that will enable the person with a disability to perform the essential functions of a job. Reasonable accommodation includes, but is not limited to, modifying written or oral examinations; making facilities accessible; adjusting work schedules; restructuring jobs; providing assistive devices; and providing interpreters for the deaf or readers for the blind or learning disabled.

****Reasonable Accommodation Committee:** A committee to review and monitor provision of reasonable accommodations to employees or applicants. Committees shall be composed of representatives from City Manager's Office; Parks/Recreation; Police Department, Line Department and affected department head.

III. PRACTICES

Managers and supervisors shall prepare an analysis of jobs within their units, which will include defining the essential functions, elements and tasks; as well as the environment in which job activities occur. Such documentation shall be developed with the assistance of the Assistant City Manager and be updated and reviewed periodically.

In considering a person with a disability for employment or promotion or in any other personnel action, the existence of a disability should not adversely affect a personnel decision. Employment opportunities shall not be denied to anyone because of the need to provide a reasonable accommodation. In considering a person with a disability, it is appropriate to determine the ability of that person to perform the essential functions of a job with reasonable accommodation. Under certain circumstances, i.e., disability is not visible; a request for medical verification of the disability is appropriate.

Immediate supervisors, with the approval of their appointing authority, shall have the authority to make reasonable accommodations for applicants or employees which do not exceed \$100.00 and are totally within the work station or work site of the person with the disability. Appointing authorities shall have authority for expenditures over \$100.00.

The Reasonable Accommodations Committee shall meet periodically on an as needed basis, to review decisions on reasonable accommodations made by supervisors and appointing authorities. It shall meet as needed to review other proposed or requested accommodations. The committee shall consult with the employee or applicant with a disability's immediate supervisor and any other related staff. It shall act in a timely manner that will enable personnel actions to proceed in their regular course.

If an employee wishes to challenge an action related to reasonable accommodation, they may appeal through Grievance Procedure in the Personnel Manual.

IV. PROCESS APPLICANTS

1. An applicant with a known disability needing an accommodation in the examination or interview process shall request this accommodation from the City Manager's Office no later than 48 hours prior to an exam or interview.
2. The City Manager's office will provide this accommodation unless it is determined by the City Attorney as unreasonable.

EMPLOYEES:

1. An employee with a known disability shall request an accommodation from their immediate supervisor. The immediate supervisor, in concert with their appointing authority and the Reasonable Accommodation Committee shall determine if the accommodation is reasonable and provide the accommodation.

V. IMPLEMENTATION

This policy is hereby implemented as of February, 1992.

February 19, 1992.

Updated - June 6, 1995.

DISABILITY POLICY

CITY OF WEBSTER CITY, IOWA

POLICY

The City endorses the clear mandate of the Americans Disabilities Act of 1990 (ADA) to remove barriers which prevent qualified individuals with disabilities from enjoying the same employment opportunities that are available to persons without disabilities.

PURPOSE

To ensure that consistent standards are applied to qualified individuals with disabilities.

DEFINITIONS:

DIRECT THREAT - A significant risk to health or safety of the individual or others that cannot be eliminated by reasonable accommodation(s).

INDIVIDUAL WITH A DISABILITY - Any person with a physical or mental impairment, with a record of such impairment, or who is regarded as having an impairment. Covered impairments are defined by the ADA and must substantially limit one or more major life activities, such as self-care, performing manual tasks, seeing, hearing, speaking, breathing, and working.

ESSENTIAL FUNCTIONS - The fundamental job duties of the employment position the individual with a disability holds or desires.

MINIMUM QUALIFICATIONS - The personal and professional attributes including skill, experience, education, physical and mental ability, medical, safety and other requirements established by the City as requirements which an individual must meet in order to be eligible for the position held or desired.

QUALIFIED INDIVIDUAL - An individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.

REASONABLE ACCOMMODATIONS - Modifications or adjustments to processes, positions, or work sites which allow an employee to perform the essential functions.



MEMORANDUM

TO: Mayor and City Council

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

DATE: December 4, 2023

RE: Adopt a Resolution Authorizing City Staff to Proceed with the Necessary Steps to Complete an Economic Development Grant Agreement between the City and Riverview Early Childhood Center, Inc. and to Work with Riverview Early Childhood Center, Inc. on Necessary Steps to Convey City Owned Property Located at 800 Ohio Street, Webster City, Iowa to Riverview Early Childhood Center, Inc., Subject to the Terms of the Economic Development Grant Agreement Being Fully Complied With

SUMMARY: Riverview Early Childhood Center, Inc. is working on replacing their existing facility with a new building in a different location. They have evaluated several real estate options in the community and have identified the old Hospital Hill site as the most viable option. The board is seeking approval from the Council to secure the land for the future daycare center as they will begin their fundraising campaign soon. Staff is seeking authorization from the City Council

PREVIOUS COUNCIL ACTION: The City Council has previously supported both the Webster City Daycare Center and the Riverview Early Childhood Center, Inc. in efforts to preserve adequate childcare facilities to promote workforce attraction and retention in the Webster City area.

BACKGROUND/DISCUSSION: A plat of survey has not been developed and will need to be developed noting the area request for the new daycare facility Riverview intends to build. Riverview would like commitment from the City Council that the Hospital Hill site is a location that they may use and secure to build the new daycare facility.

The City Council will need to follow standard protocol and procedure and set a Public Hearing in order to dispose of the City owned property and convey this land to Riverview Early Childhood Center, Inc. In order to convey this land to Riverview Early Childhood Center, Inc., they must purchase it from the City. Because childcare is critical and essential to the City's economic vitality, staff met with legal bond counsel to ensure the conveyance of land was done in accordance with the Code of Iowa. Chapter 15A of the Code of Iowa declares that economic development is a public purpose for which a city may provide grants, loans, guarantees and other financial assistance to or for the benefit of private persons.

Legal counsel will prepare the necessary proceedings to complete the Economic Development Grant Agreement for the purchase of the parcel that will be created to be used for the future daycare center. The property was appraised and the appraisal is attached to this report. The Riverview Early Childhood

Center, Inc. will need to utilize the grant to purchase the property from the City of Webster City. The City Attorney has recommended that the Council set a condition noting that the necessary funds must be raised to build the daycare center in order for the land to be conveyed. These are details staff and the City Attorney will work through with the Riverview board. Attached to this staff report is the formal request from Riverview President on behalf of Riverview Early Childhood Center, Inc.

FINANCIAL IMPLICATIONS: The City of Webster City will provide Riverview Early Childhood Center, Inc. with a not to exceed grant of whatever the parcel needed appraised at. Riverview Early Childhood Center, Inc. will utilize these dollars to purchase the necessary land to build the new daycare center.

RECOMMENDATION: Resolution Authorizing City Staff to Proceed with the Necessary Steps to Complete an Economic Development Grant Agreement between the City and Riverview Early Childhood Center, Inc. and to Work with Riverview Early Childhood Center, Inc. on Necessary Steps to Convey City Owned Property Located at 800 Ohio Street, Webster City, Iowa to Riverview Early Childhood Center, Inc., Subject to the Terms of the Economic Development Grant Agreement Being Fully Complied With

RESOLUTION NO. 2023 - xxx

AUTHORIZING CITY STAFF TO PROCEED WITH THE NECESSARY STEPS TO COMPLETE AN ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN THE CITY AND RIVERVIEW EARLY CHILDHOOD CENTER, INC. AND TO WORK WITH RIVERVIEW EARLY CHILDHOOD CENTER, INC. ON NECESSARY STEPS TO CONVEY CITY OWNED PROPERTY LOCATED AT 800 OHIO STREET, WEBSTER CITY, IOWA TO RIVERVIEW EARLY CHILDHOOD CENTER, INC., SUBJECT TO THE TERMS OF THE ECONOMIC DEVELOPMENT GRANT AGREEMENT BEING FULLY COMPLIED WITH

WHEREAS, the City Council of the City of Webster City, Iowa, has been approached by the Riverview Early Childhood Center, Inc. regarding acquisition of city owned land located at 800 Ohio Street, Webster City, Iowa; and

WHEREAS, the City Council understands that childcare is necessary to preserve workforce attraction and retention in the Webster City area; and,

WHEREAS, this Council wishes to begin the steps necessary to convey the city owned land to Riverview Early Childhood Center, Inc. subject to terms and conditions of an economic development agreement being fully complied with; and

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

SECTION 1: Authorizes City Staff to Proceed with the Necessary Steps to Complete an Economic Development Grant Agreement between the City and Riverview Early Childhood Center, Inc. and to Work With Riverview Early Childhood Center, Inc. on Necessary Steps to Convey City Owned Property Located at 800 Ohio Street, Webster City, Iowa to Riverview Early Childhood Center, Inc., Subject to the Terms of the Economic Development Grant Agreement Being Fully Complied With.

Passed and adopted this 4th day of December, 2023.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk



Biridiana Bishop <bibishop@webstercity.com>

Request to purchase land from the City

1 message

Darlene Dingman <geddingman@mchsi.com>
To: Biridiana Bishop <bibishop@webstercity.com>

Thu, Nov 23, 2023 at 9:16 PM

November 24, 2023

Members of the City Council of Webster City
Daniel Ortiz-Hernandez, City Manager
Biridiana Bishop, Assistant City Manager

Riverview School was built in 1957 and was one of three new elementary schools built around the same time. It is now 66 years old and is coming to the end of its useful life. Emergency repairs to the original boiler system started last winter and emergency air conditioning repairs were required this year. It is unknown when the worn-out roof, sewer, and electrical system will begin to fail. There has always been inadequate parking for staff who work here, and for the parents and grandparents who want to attend when events are held by the kids.

There is also a critical shortage of child care openings around the Webster City area. At the present time, Riverview has a wait-list of 37 families representing 57 children. Area employees can't go to work because they can't find a safe place to care for their children. Area businesses lose out on hiring qualified workers because they must stay at home. Our proposed new larger day care facility would help alleviate this problem.

Because of all of these issues, the Board discussed replacing the current facility with a new building in a different location. After investigating the limited number of real estate parcels in Webster City that were large enough, the Board voted to request to purchase from the City some of the land east of Graceland Cemetery on Ohio Street for a proposed new day care location. We have hired the Atura Architecture firm of Clear Lake, Iowa to help us with this project.

Please let us know your decision on our request.

Respectfully,
Darlene Dingman, President
Riverview Early Childhood Center, Inc.

APPRAISAL REPORT
A P P R A I S A L O F

**800 Ohio St
Webster City, Iowa 50595**

Prepared for
City of Webster City

Borrower:
No Borrower

Prepared by
**Johnson Appraisal Services, Inc.
1137 South 18th Street
Fort Dodge, Iowa 50501**

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EFFECTIVE DATE OF APPRAISAL

August 30, 2023

Johnson Appraisal Services, Inc.

1137 South 18th Street
Fort Dodge, Iowa 50501

Telephone: 515-955-4450
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Date of Inspection: August 30, 2023
Effective Date of Appraisal: August 30, 2023
Date of Report: September 23, 2023

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

Attention: Ariel Bertran

Pursuant to your request, we have made an appraisal of the market value of the property located at:

**800 Ohio St
Webster City, Iowa, 50595
Hamilton County**

As per mutual agreement with City of Webster City (client) and Johnson Appraisal Services, Inc. (appraiser), the format used is defined as an Appraisal Report appraisal. It complies with the requirements set forth under STANDARDS RULE 2-2(a) of the *Uniform Standards of Professional Appraisal Practice*, but is subject to the Assumptions and Limiting Conditions listed in this report.

The Fee Simple Stabilized Market Value on August 30, 2023 of the 6.2518 acres of land was estimated at:

Three Hundred Ninety Thousand Dollars

\$390,000

Respectfully Submitted,
Johnson Appraisal Services, Inc.



Matt Johnson
Certified General Appraiser



Jeff Meyer
Associate General Appraiser

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INTRODUCTION

Certification Statement

I, Matt Johnson certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this appraisal report and no personal interest with respect to the parties involved, except as noted in this Certification Statement.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

I have made a personal inspection of the property that is the subject of this report.

Associate General Appraiser, Jeff Meyer, assisted in all phases of the development and reporting of this appraisal, including analysis of current market conditions and the subject's highest and best use, development of the sales comparison approach, development of the cost approach, development of the income approach, final reconciliation and preparation of the final written report. Jeff Meyer is seeking his Certified General Appraiser designation under the supervision of Matt Johnson

As of the date of this report, I Matt Johnson am a Certified General Appraiser in the state of Iowa (Certificate Number CG02149), which certificate expires on 6/30/2024.

I have performed no services regarding the subject property within the last three years prior to accepting this assignment, except as noted in this Certification Statement.

Respectfully Submitted,
Johnson Appraisal Services, Inc.



Matt Johnson
Certified General Appraiser



Jeff Meyer
Associate General Appraiser

Summary of Conclusions

Address	800 Ohio St, Webster City, Iowa 50595
County Identification Number	40882601451001
Property Type	Land
Borrower	No Borrower
Property Rights Appraised	Fee Simple
Date of Inspection	August 30, 2023
Market Value - Fee Simple	\$390,000
Market Value by the Income Approach	Not Developed
Market Value by the Comparison Approach	\$390,000
Market Value by the Cost Approach	Not Developed
Estimated Exposure Time	6 to 12 months
Estimated Marketing Time	6 to 12 months
Highest and Best Use - As Vacant	Land
Highest and Best Use - As Improved	Land
Land Area	6.2518 acres
Estimated Useable Land Area	100.00%
Zoning	R1: Single Family Dwelling

Reconciliation and Final Value Estimate

Reconciliation is the final step in the valuation process. It correlates the values obtained from all of the approaches. Each approach used is rated as to its relative significance and dependability. The greatest consideration is placed upon that approach that is most relevant to the property being appraised. The criteria used for choosing the most applicable approach are the "appropriateness, accuracy, and quantity of evidence"¹ available for each approach. From this analysis, a final value is chosen that reflects the appraiser's best judgment of the Market Value.

The **Income Approach** was considered but not developed, as most properties of this type in small Iowa communities are purchased for owner occupancy and use rather than for income producing purposes. Development of the Income Approach was not deemed necessary to produce credible assignment results.

The **Cost Approach** was considered but was not developed. This approach is typically most applicable when building improvements are newer and there is a shortage of existing available properties in the market. In this appraisal, the subject is vacant and thus has no improvements to value through the cost approach.

The **Sales Comparison Approach** is generally considered the best indicator of value for this type of property. An adequate supply of vacant land comparable sales from the area were available for analysis. The Sales Comparison Approach indicated a value of \$390,000.

The Sales Comparison Approach is the most reliable indicator of value and is given all of the weight in the final reconciliation. A **Fee Simple Market Value of \$390,000 has been estimated**. We believe this to be the most probable market value, given the data available in the Sales Comparison Approach.

¹ *The Appraisal of Real Estate, 14th. Edition* (Appraisal Institute, Chicago, Il., 2013), p. 644

Scope of This Appraisal

In preparing this appraisal we have:

- Made a complete physical inspection of the property on August 30, 2023.
- Researched public records for assessment and historical sales information pertaining to the subject property.
- Analyzed income and expense information provided by the owner, if applicable.
- Researched the demographics and other data effecting the area and neighborhood. Among our sources of information that we referenced were; properties that we have previously appraised in the area, relevant publications, periodicals, U.S. Census data, and other reference material.
- Researched pertinent neighborhood data, comparable listings, comparable rentals, and comparable sales.
- Gathered comparable improved sales, comparable listings, comparable rentals, comparables expenses, etc. from similar neighborhoods and/or previous appraisals that we have made on similar properties.
- Analyzed the current real estate market and trends for the subject's property type, particularly in the subject's market area.

In preparing our written report we have:

- Identified the property by tax identification number and deed references.
- Considered the purpose and intended use of the appraisal.
- Prepared a brief history of the property.
- Stated the current definition of market value and exposure time.
- Determined the property rights being appraised as the Fee Simple interest in the property.
- Discussed and analyzed to the extent appropriate, the demographic data in the area surrounding the subject; including population characteristics, employment data, income characteristics, school district, and other amenities.
- Described the neighborhood surrounding the subject, including highway access and the location and uses of notable properties.
- Discussed and analyzed the physical attributes of the subject site.
- Discussed and analyzed the physical attributes of the subject building(s).
- Analyzed the Highest and Best Use of the site.
- Analyzed and discussed the reasoning for choosing the most applicable approach or approaches in determining the value for the subject property.
- Considered all three approaches to value and determined which approach or approaches were applicable, given the nature of the assignment and the characteristics of the subject property.

- Thoroughly discussed and documented our value conclusions by the applicable approach and/or approaches.
- Analyzed and discussed the Reconciliation of the applicable approaches and final conclusions of values.
- Stated the Assumptions and Limiting Conditions upon which this report was based.

Identification of the Appraised Property

The property being appraised is Land located at 800 Ohio St in the city of Webster City, County of Hamilton, in the state of Iowa. It is a portion of the parcel identified on the county records as tax identification number 40882601451001.

Purpose of the Appraisal

The purpose of this appraisal is to estimate the "as is" market value of the property interest(s) specified in this report as of the effective date of this appraisal. The "as is" value is defined as the market value of the property as it actually exists on the date of the appraisal, with no contingencies. The appraised value assumes that if the property were sold, it would be sold in its existing condition, subject only to the Assumptions and Limiting Conditions listed in this report.

Client, Intended Use, and Intended Users

The appraiser has been engaged by City of Webster City, the client for this appraisal and also the intended user. The appraiser(s) have been informed that the appraisal will be used for internal accounting purposes and establishing value for potential sale.

Definition of Market Value

The opinion of market value developed in this appraisal follows a current definition of Market Value as cited in USPAP Advisory Opinion 22 (AO-22):²

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

According to USPAP Advisory Opinion 22, this definition

is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, as revised and updated December 2010.

Exposure Time assumes that:³

- The subject property would sell at the appraised value(s) as of the effective date(s) of the appraisal.
- The subject property was on the market for a reasonable time prior to the date of value and that the terms of sale are typical of other properties of its type that have sold as confirmed by exposure times of comparable sales.

2, DEFINITIONS

MARKET VALUE: a type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the value definition that is identified by the appraiser as applicable in an appraisal.

³ **ibid.**, p 3

EXPOSURE TIME: an opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Property Rights Appraised

The property rights being appraised consist of the Fee Simple Estate of the subject property. A Fee Simple Estate is defined as:

*Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.*⁴

The value of the Fee Simple Estate is, therefore, impacted by its current zoning, tax status, condemnation proceedings, public easements, and environmental legislation. The Fee Simple Estate encompasses all rights of ownership not limited by government, including the right of occupancy (use), the right to lease and receive rents, the right of conveyances to another, etc. This interest is analogous to the total "bundle of rights", each of which may be severed and conveyed by the Fee Simple owner. The Fee Simple Estate may be severed into various partial or fractional interests, including the leased fee and leasehold interests. The Fee Simple Estate is the sum of the leased fee and all leasehold interests.

Personal Property is Excluded from this Appraisal

Any movable equipment, furnishings, and fixtures necessary to the operation of this property were not included in the value of the real estate. If necessary to the operation of the real estate as a hotel, personal care residence, etc., and a value is required by the client, the personal property has been allocated separately.

Personal property is defined as follows:

*Personal property is, generally, movable items - that is, those not permanently affixed to and part of the real estate. Thus personal property is not endowed with the rights of real property ownership. Examples of personal property are furniture and furnishings that are not built into the structure such as refrigerators and freestanding shelves.*⁵

In the USPAP 2020-2021 Edition, personal property is defined as:

*any tangible or intangible article that is subject to ownership and not classified as real property, including identifiable tangible objects that are considered by the general public as being "personal," such as furnishings, artwork, antiques, gems and jewelry, collectibles, machinery and equipment; and intangible property that is created and stored electronically such as plans for installation art, choreography, emails, or designs for digital tokens.*⁶

⁴ *The Appraisal of Real Estate, 14th. Edition* (Appraisal Institute, Chicago, Il., 2013), p. 5
⁵ *The Appraisal of Real Estate, 14th. Edition* (Appraisal Institute, Chicago, Il., 2013), p. 7
⁶ p. 5

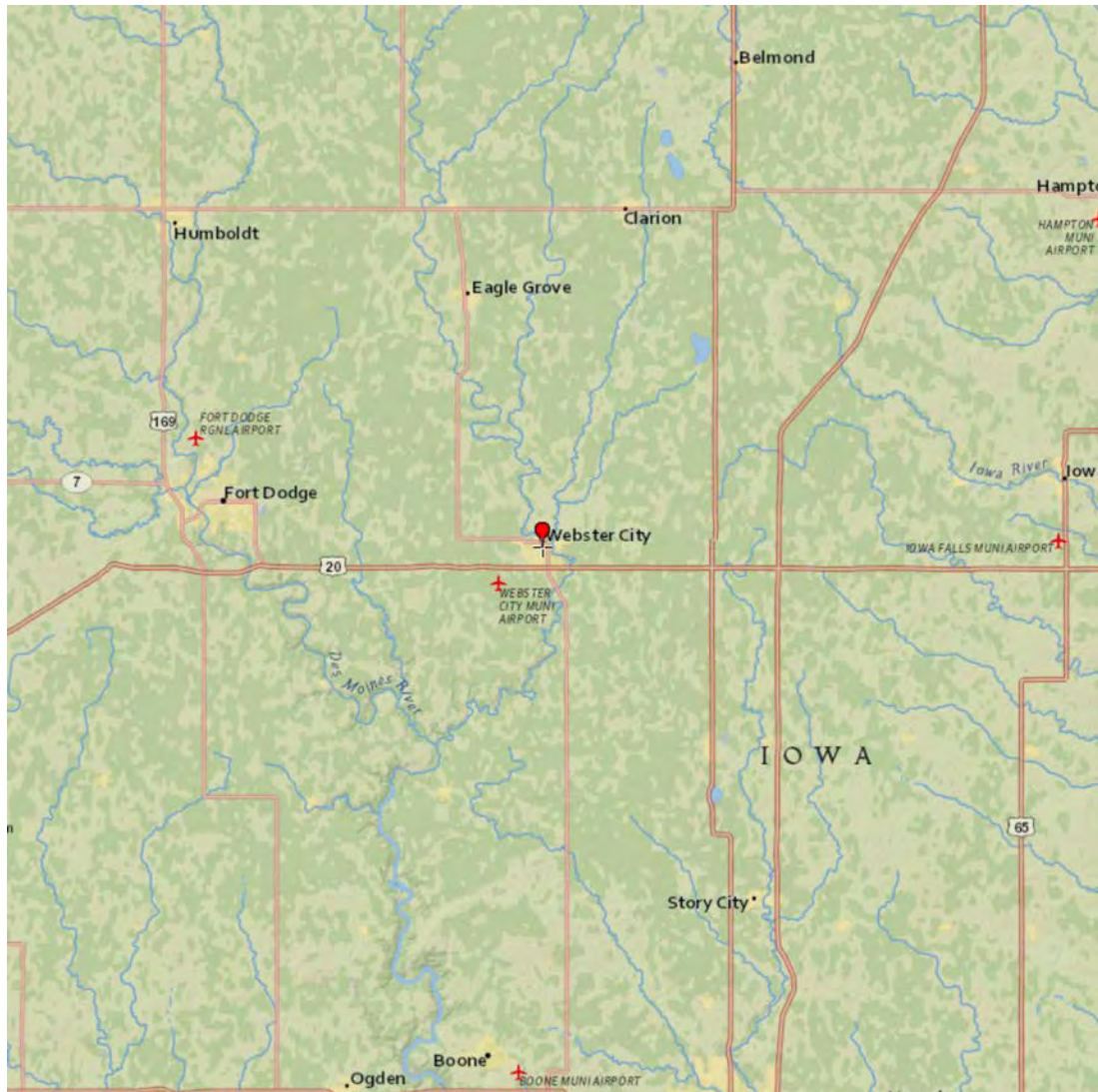
FACTUAL DATA

Brief History of the Property

According to Hamilton County records, the subject property, tax identification number 40882601451001, is owned by the City of Webster City. The present owner acquired the property on March 22, 2017. No other transfers of the property appeared on the public record in the last three years.

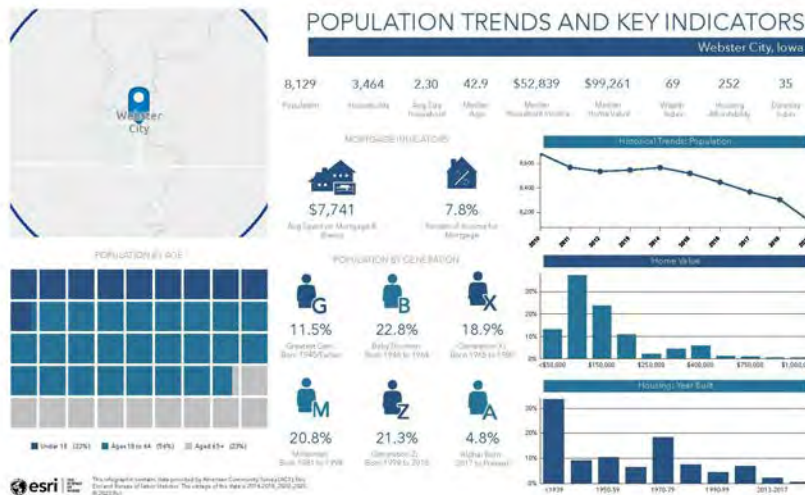
To the best of our knowledge, on the date of this appraisal, the subject property was not listed for sale, nor were there any other types of written options or agreements that would affect the market value.

Area Map



Description of the Neighborhood

The subject is located in the community of Webster City (population approximately 8129), which is seat of, and located in the northwest portion of, Hamilton County in central Iowa.



Like most small communities, the availability of essential services such as employment, shopping, recreation and other services and amenities are very limited in Webster City. Additional employment and services are available in the larger city of Fort Dodge (population 24,098) approximately 20 miles west, and Ames (population 66,258) approximately 40 miles south.

The majority of commercial development in Webster City is primarily located in the downtown area, with other commercial uses located along 2nd Street and Superior Street, the primary traffic corridors in the community. Highway 20 is also a major arterial feeder for the town running east and west about 1 mile south of town

The community of Webster City is comprised primarily of older, single-family homes. The majority of homes in Webster City were built between the late 1800's and 1980. Design styles in the area include one-story bungalows and ranches, one stories with finished attics, 1 1/2 story, and two-story houses.



Some older homes in the area have been converted to multi-family dwellings (duplex, triplex, etc.).

Average home values in this area about \$100,000 with the 90th percentile below \$400,000. Median household income is in the range of \$53,000. 58% of the population have some education beyond high school and median age is approximately 40 years.

Market Analysis

The subject is accessed via Ohio St. The neighboring properties are compatible and are used primarily for a city cemetery, single-family and multi-family residential use with businesses along the outer boundary of the neighborhood. The subject market area is considered the city of Webster City.

Webster City is typical of many small Iowa cities. Commercial businesses tend to serve the local market, with limited exporting of goods and services. The local population is of inadequate size to support most national chain restaurants and retail stores. While there are certainly exceptions, the majority of commercial properties are used by their owners rather than used for rental purposes. New construction activity in the commercial and residential sectors is limited. Residential rental rates are typically far below the cost to build new structures which leaves the existing infrastructure as the only viable source of multi-family housing. Market participants indicated that vacancy rates vary between 3% and 10%. The demand for the subject is considered average.

SUBJECT STRENGTHS

Well-established neighborhood with stable resale history

SUBJECT WEAKNESSES

Small community location

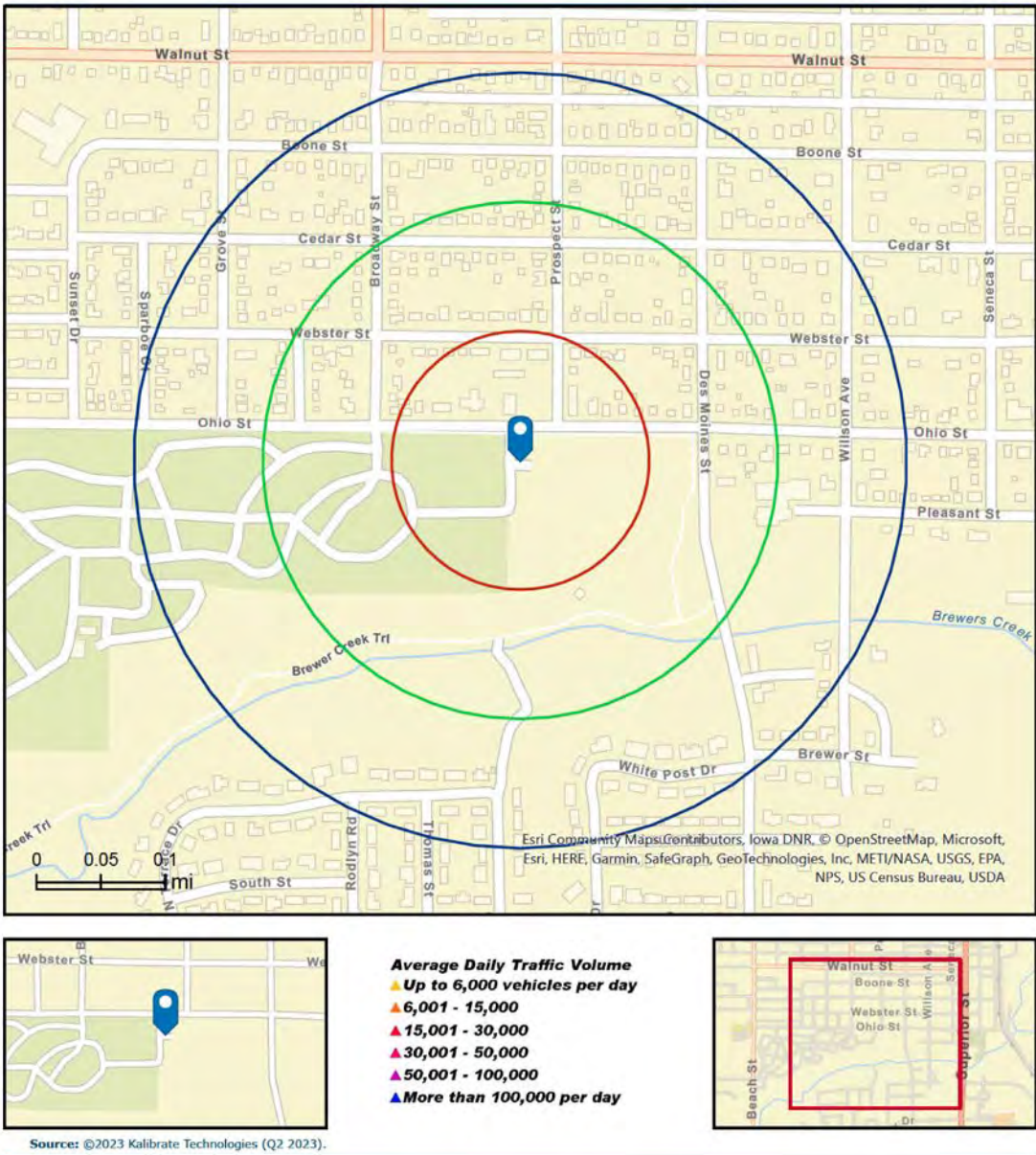
Market Timing

The definition of market value specifies that a reasonable time be allowed for exposure in the open market. This exposure time is presumed to have occurred prior to the effective date of the appraisal, for an estimated period of approximately six to twelve months, at a list price not to exceed 105% of market value. The estimated marketing period occurs after the effective date of appraisal. In this case, market conditions have remained relatively stable, with slight increases in property values in the subject's area over the last several years. Commercial and industrial building space is limited to the current and future plans by the city or county government. Based on current market conditions, it is our opinion that marketing time for the subject will be consistent with the estimated exposure time. Marketing time was estimated through an analysis of the marketing times for sales of similar properties in the subject's market area as well as conversations with commercial real estate brokers familiar with the market. Our analysis indicates an expected marketing period for the subject of six to twelve months at the estimated appraised value.

Estimated marketing time for the subject property is 6-12 months.

Estimated exposure time for the subject property is also 6-12 months.

Neighborhood Map



Photographs of the Neighborhood



View:

Aerial



View:

Plat

Photographs of the Neighborhood



View:

Street: East



View:

Street: West

Photographs of the Neighborhood



Site
Looking East



Site
Looking West

Description of the Site

The subject site consists of a single parcel of land, which is being split from a larger site in a residential neighborhood in the small community of Webster City, Iowa.

The proposed site is irregular in shape and will contain a total of approximately 272,328 square feet, or 6.25 acres. Actual site size and dimensions are subject to the completion of a survey. See the attached plat map and aerial plat for a visual depiction of the proposed site. The address used to identify the proposed site is estimated by the appraiser. The topography of the site is mostly level.

The site is comprised of the eastern portion of a larger existing parcel identified by the Hamilton County Assessor as parcel #40882601451001. The proposed new site would face the 800 Block of Ohio Street, which is a two-lane paved asphalt public street with concrete curb and gutters and concrete sidewalks. The proposed site is currently unimproved. All public utilities are available to the subject site.

Environmental Considerations

At the time of inspection, no visible environmental hazards or concerns were noted, however, the appraiser is not qualified to render an opinion as to the environmental soundness of the subject site or improvements. Any environmental concerns should be addressed by a qualified environmental hazards professional.

Easements and Encroachments

No adverse easements or encroachments were observed or discovered during the appraisal process, however, the exact location of the subject property boundary lines can only be determined by a licensed surveyor.

Summary

County Identification Number	40882601451001
Size	6.2518 acres - 100.00% useable
Access	Average
Visibility	Average
Zoning	R1: Single Family Dwelling
Topography	Mostly Level
Easements	None noted from a physical inspection
Utilities	Gas, Electric, Water, Sewer

VALUATION ANALYSIS

Highest and Best Use

The concept of highest and best use is one of the most important and least understood principles in real estate. The highest and best use of a property, more than anything else, determines its value. Highest and best use is typically defined as the reasonable and probable use which, at the time of appraisal, is the most profitable and likely use of the property. The highest and best use of a property must meet four test constraints or criteria as a vacant tract or as an improved parcel of land. The four criteria are:

Physically Possible:

What uses of the site and/or building in question are physically possible? The size, layout, and other physical factors can affect the possible uses of the land/or improvements.

Legally Permissible:

What uses are permitted of the site and/or improvements in question? Private restrictions, zoning, building codes, historic district controls, and environmental regulations must be investigated because they may preclude many potential highest and best uses.

Financially Feasible:

Which possible and permissible uses produce a return to the owner of the site? Uses that meet the first two criteria are analyzed further to determine which are likely to produce an income, or return, equal to or greater than the amount needed to satisfy operating expenses, financial obligations, and capital amortization. All uses that are expected to produce a positive return are regarded as financially feasible.

Maximally Productive:

Of the financially feasible uses, the use that produces the highest price, or value, consistent with the rate of return warranted by the market for that use is the highest and best use.

These four test constraints apply to the highest and best use of vacant land, as well as improved properties. In a situation when a site has existing improvements, the highest and best use may be determined to be different from the existing use. The existing use will continue until land value at its highest and best use exceeds the total value of the property in its existing use. In appraisal practice, the concept of highest and best use represents the most probable selling price or market value. In concluding the highest and best use, the criteria are first applied to the land as if vacant and available for development. The criteria are then applied to the improved property, if applicable.

Highest and Best Use - As Vacant

Physically Possible

The physically possible uses for the subject property include a range of prospective land uses. The subject site is generally level, and its size and shape are adequate to support many uses including residential, retail or service shop, bar/restaurant, and office. No soil-boring tests or engineering reports were submitted to the appraisers, however, the property is assumed to be of sufficient load-bearing capacity to support the subject structures. The site has no special amenities, as unimproved. Public utilities are available to the site. Overall, there are no known physical characteristics that would limit development of the property.

Legally Permissible

The subject is located in the R1: Single Family Dwelling zoning by the city of Webster City. There is a variety of legally permissible uses in the R1 district. This zoning classification allows for development with various types of single-family and two-family residence, cemetery, hospital, park, school, church, and other residential-adjacent uses.

Financially Feasible

Financially feasible refers to the legal uses, which are physically possible and have a sufficient demand to produce a positive return. Market demand for single family building sites is limited. Given the size, demographics, and socioeconomic characteristics of the subject's market area, as well as the compatibility of surrounding property uses, the legally permissible and physically possible uses that also meet the test of financial feasibility include school, daycare, and church.

Based upon the physically possible and legally permissible criteria described, the most probable use of the subject property, given current land use designation and physical attributes, is for school, church, or daycare development, which is consistent with nearby properties.

Maximally Productive

The financially feasible use that produces the highest return to the land is viewed as the highest and best use. Based on the site size, location, utility, neighborhood land uses, and other economic features, the maximally productive use of the vacant subject site is development to a school, church, or daycare use. The timing would be as demand warrants and the most likely user would be an owner user.

Method of Procedure

Having determined that the Highest and Best Use of the subject property is at its present use, we proceeded with our analysis. This included a review of the market and an assessment of the potential demand for similar properties. Finally, we estimated the Market Value of the subject property using the applicable approaches to value.

The Valuation Process - The valuation process is a systematic approach that identifies the appraisal problem, analyzes a property's characteristics, and generally engages three common valuation methods to form an opinion of market value.

The steps in the valuation process include: ⁷

- Identification of the problem
- Scope of work determination
- Data Collection and Property Description
- Data Analysis
- Site Value Opinion
- Application of the Approaches to Value
- Reconciliation of Value indicators and final Opinion of Value
- Report of Defined Value

There are three generally accepted approaches to value in the appraisal of real property. These are summarized as follows.

The **Income Approach** consists of estimating the potential annual gross income using actual or market derived rentals. Deducted from this amount, to arrive at a projected net income, are projected vacancy, annual expenses, and an estimated reserve for replacement. The resulting net income is capitalized into value.

The **Sales Comparison Approach** consists of analyzing the sale of comparable properties within the immediate area and/or in similar locations by a comparison of their respective similarities and differences. A judgment is then made as to the value of the subject property, based upon the adjusted values.

The **Cost Approach** consists of estimating the cost new of the building improvements, deducting depreciation from all sources, and adding the value of the land and lot improvements. It is often the most difficult approach to apply to existing buildings because of the problem encountered in accurately estimating depreciation.

All three approaches were considered.

⁷ *The Appraisal of Real Estate, 14th. Edition* (Appraisal Institute, Chicago, Il., 2013), p. 37

INCOME APPROACH

The Income Approach considers the return on Investment and is similar to the method that investors typically use to make their investment decisions. It is most directly applicable to income producing property because the expectation of income is the primary motivating factor for the purchase of real estate. This approach was not deemed applicable to the subject property and therefore was not developed for purposes of this appraisal.

SALES COMPARISON APPROACH

The **Sales Comparison Approach** consists of comparing the subject property with sales of similar properties that have sold. It is based upon the principle of substitution and implies that a prudent investor will not pay more for an existing property than he will to buy an identical substitute property.

Direct Comparison Method

In the direct comparison method, comparable sales are chosen that are most similar to the property being appraised in location, physical characteristics and amenities. Adjustments are then made for observed differences in items such as financing and market conditions (time). Physical characteristics such as lot size and value; building size and age; and condition are then compared. A judgment is then made as to the market value indicated by the adjusted sales prices.

Analysis of the Adjustments

The following is a discussion of the adjustments that have been considered and applied, where appropriate, to the price indications of the comparable sales.

Unit of Comparison

The price per square foot method is chosen and used in comparing the market sales with the subject.

Elements of Comparison

According to ***The Appraisal of Real Estate***, there are ten basic elements of comparison that should always be considered in the analysis of the sales comparison approach. These are identified as:

- Real property right conveyed
- Financing terms
- Conditions of the sale
- Expenditures immediately after sale
- Market Conditions
- Location
- Physical characteristics
- Economic characteristics
- Use
- Non-realty components of value

The adjustments for the comparable sales are presented on the Sales Comparison Grid that follows later in this section. Adjustments were based, when possible, on market extracted data, paired sales analysis, and data from previous appraisal assignments.

Real Property Rights Conveyed

A transaction price is predicated upon the real property interest conveyed in the transaction. The subject is analyzed in fee simple estate. The subject and all the comparable sales are fee simple sales with no adjustments required.

Financing

The transaction price of one property may differ from that of an identical property due to different financing or favorable financing arrangements.

Except as noted in the Sales Comparison Grid, no financing data was available and the comparables were presumed to have sold on an all cash basis to the seller or financing that did not influence the sales price. No adjustments are required.

Conditions of Sale

When the conditions of sale are atypical, the result may be a sales price that is higher or lower than a normal market transaction.

Except as noted in the Sales Comparison Grid, according to the market participants interviewed or other sources, all of the sales were arm's length transactions and considered to be typical market acquisitions. None of the sources indicated that the sales were distressed and we have presumed that the buyers and sellers were acting in their own best interests. No adjustments were required.

There were no indications of special conditions that impacted any of the transactions.

Immediate Expenditures

This category typically includes expenditures for immediate capital outlays for items such as deferred maintenance.

Except as noted in the Sales Comparison Grid, we are not aware of any immediate expenditures for the comparable sales.

Market Conditions

Changes in market conditions may be necessary to reflect the market trends since the sales transaction dates. Ideally, a sale and re-sale of a property unaffected by other changes is considered a good indicator of appreciating or depreciating conditions.

Location

This adjustment accounts for differences in factors that affect the physical location of the sales compared to the subject. Such factors that affect location may include nearby drawing powers, arterial streets, interstate interchange locations, demographics, etc.

Physical Characteristics

All comparables selected had similar physical characteristics and construction features. Adjustments were made, where appropriate, for differences in physical characteristics and construction features of the subject and each comparable.

Age/Condition

Adjustments were made, where appropriate, for differences in the age and condition of the subject and each comparable. Age given is the weighted average per square foot of Gross Building Area. For example, if a property has a 1000 sf building that was built 20 years ago and a 1000 sf addition that was built 10 years ago, this report will show 2000 square feet with age of 15 years.

Zoning/Uses

Zoning is one of the primary factors in determining the highest and best use of a property. Zoning is typically given significant consideration in choice of comparable properties. Adjustments are warranted when the difference in utility is supported from the market data. Differences in utility are accounted for in the site adjustments. Zoning is typically determined by referencing local zoning maps or requesting zoning specifications from local officials. On occasion, we do not get a response from city or county officials by the time the report is completed and submitted. All of the properties appear to the appraiser to have similar or competing uses and there are no indications of incompatible zoning requirements.

Non-Realty Items (FF&E)

Non-realty components of value may include fixtures, furniture, equipment, etc. that

are included in the sale but do not constitute real estate. Any FF&E components that are not necessary for the operation of the business should be analyzed separately from the realty.

Basis and Support for Adjustments

In the Sales Comparison Approach, adjustments made to the comparable sales are based on the following:

Paired sales analysis (when available)

In paired sales analysis, adjustments for a property's individual features and amenities (i.e. gross building area, basement, site size, etc.) are extracted from the market when sales of two properties that have virtually all but one of the same characteristics are analyzed. The difference in sales prices between the two properties is therefore an indication of the market's perceived value of that single characteristic.

Example: Property A and Property B are virtually identical, except Property A has a basement and Property B does not. If Property A sells for \$10,000 more than Property B, the indicated market adjustment for the basement is \$10,000.

A paired sales analysis is a wonderful tool to support an adjustment when sales of highly similar properties are available. Unfortunately, these situations are rare in small rural markets.

Cost Approach

An additional method of determining an appropriate adjustment is to analyze the cost of a particular feature or amenity and reconcile that data with the other indicators of an appropriate adjustment.

Example: If the cost to convert warehouse space into office space is \$70.00 per square foot, and other data indicates that the market will typically pay between \$50.00 and \$60.00 for office space, the adjustment for that extra square footage is likely to be somewhere between \$50.00 and \$70.00.

Income Approach

By analyzing sales and rentals of income producing properties, we can extract an appropriate adjustment for a property's particular feature or amenity by multiplying the estimated additional market rent generated by that feature times a market-extracted Gross Rent Multiplier (GRM) to calculate an adjustment amount.

Example: If typical renters will pay an additional \$100.00 per month rent for a storage shed, and the GRM in that market segment is 70, the indicated adjustment for the storage shed is $\$100.00 \times 70 = \$7,000.00$. This technique is most commonly used for properties that could potentially be used for income producing purposes, however, can be applied as a test of reasonableness when analyzing the adjustments indicated using other techniques.

Input provided by local real estate brokers

We routinely ask local Realtors for their opinions and experiences with buyers and sellers as to the current market reaction for differences in the individual characteristics between properties. This input is one of the best tools we have in the market to support the adjustments made in the Sales Comparison Approach.

Input provided by other appraisers in the market

We have frequent opportunities to discuss market trends and adjustments with other local appraisers and are able to compare their market findings with our own research to confirm the validity of our conclusions. Plus, through the regular course of our appraisal practice, we routinely accept appraisal review assignments which enable us to read and review a variety of other appraiser's work. A typical review assignment includes an analysis of the other appraiser's adjustments made in the Sales Comparison Approach. The ongoing analysis of this data often reveals a consistent range of adjustments for particular features and amenities, which is yet another indicator that can be reconciled with the other tools and methods used to support the adjustments made.

Input provided by buyers and sellers in the market

In the regular course of our appraisal practice, we have many opportunities to talk with and interview buyers and sellers in the market. Often times, one or more parties to a sales transaction are present when we inspect a subject property. These encounters provide us with a regular and ongoing opportunity to ask questions about their motivations and reactions to different features and benefits of properties in the market. This input is one of the local appraiser's most valuable assets in determining appropriate adjustments in the Sales Comparison Approach.

Adjustment Commentary

Adjustments were based, where possible, on paired sales analysis from within and outside the data set. In those instances where sufficient data was not available, best

judgment was used to make reasonable and appropriate adjustments as warranted, although the magnitude of those adjustments may not necessarily be reflected in the market. Every effort was made to base the adjustments on quantified empirical or reasonably inferred market data.

Sales Comparison 1 was adjusted for site size.

Sales Comparison 2 was adjusted for location, age of sale and site size.

Sales Comparison 3 was adjusted for location and site size.

Sales Comparison 4 was adjusted for location and site size.

Sales Comparison 5 was adjusted for site size.

Final Value by the Sales Comparison Approach

After analyzing the available comparable sales and selecting those considered most comparable, appropriate adjustments were made to the sale price of each. The value of the subject, as indicated by these sales was determined to be \$390,000, rounded.

Final Value by the Sales Comparison Approach

Three Hundred Ninety Thousand Dollars

\$390,000

Supporting Sales Comparison Documentation

On the pages that follow are presented various reports and calculations that document our Sales Comparison analysis for the subject property.

Subject Property Datasheet



Property Identification

Property Type	Land
Street Address	800 Ohio St
City, State, Zip Code	Webster City, Iowa 50595
County	Hamilton
Tax Map No.	40882601451001

Land Data

Land Area - s.f.	272,328
Area - acres	6.252
Zoning	R1: Single Family Dwelling
Data Source	Public Record

Sales Comparable 1 Datasheet

Property Identification

Property Type Vacant Land
Street Address 1310 Wall St
City, State, Zip Code Webster City, Iowa 50595
County Hamilton
Tax Map No. 40882611227016



Assessment Data

Assessed Land Value \$49,560
Assessed Building \$113,550
Value
Assessed Total Value \$163,110

Land Data

Land Area - s.f. 25,563
Area - acres 0.587
Zoning R1: Single Family Dwelling

Sale Data

Deed Bk Vol.,Page 2022, 0148
Grantor Don & Glenda Wills
Grantee Judy Hartnett
Sale Price \$41,000
Sale Date 1/17/2022
Deed Type Warranty Deed
Data Source Public Record

Property Summary

Price per s.f.-Land \$1.60
Price per Acre \$69,847

Sales Comparable 2 Datasheet

Property Identification

Property Type Vacant Land
Street Address 605 Prospect St
City, State, Zip Code Webster City, Iowa 50595
County Hamilton
Tax Map No. 40882601202002



Assessment Data

Assessed Land Value \$20,700
Assessed Building \$116,240
Value
Assessed Total Value \$136,940

Land Data

Land Area - s.f. 33,788
Area - acres 0.776
Zoning C3: Highway Business

Sale Data

Deed Bk Vol.,Page 2018, 1636
Grantor City of Webster City
Grantee One Site Development, LLC
Sale Price \$75,000
Sale Date 7/5/2018
Deed Type Warranty Deed
Data Source Public Record

Property Summary

Price per s.f.-Land \$2.22
Price per Acre \$96,649

Sales Comparable 3 Datasheet

Property Identification

Property Type Vacant Land
Street Address 300 Red Bull Division Dr
City, State, Zip Code Webster City, Iowa 50595
County Hamilton
Tax Map No. 40882507151007



Assessment Data

Assessed Land Value \$18,970
Assessed Building \$77,810
Value
Assessed Total Value \$96,780

Land Data

Land Area - s.f. 50,965
Area - acres 1.170
Zoning C3: Highway Business

Sale Data

Deed Bk Vol.,Page 2021, 2543
Grantor 11T IA LLC
Grantee Geneva Pacific Capital, LLC
Sale Price \$60,000
Sale Date 8/31/2021
Deed Type Warranty Deed
Data Source Public Record

Property Summary

Price per s.f.-Land \$1.18
Price per Acre \$51,282

Sales Comparable 4 Datasheet

Property Identification

Property Type Vacant Land
Street Address 1924 Superior St
City, State, Zip Code Webster City, Iowa 50595
County Hamilton
Tax Map No. 40882506351003



Assessment Data

Assessed Land Value \$27,000
Assessed Building \$177,110
Value
Assessed Total Value \$204,110

Land Data

Land Area - s.f. 147,233
Area - acres 3.380
Zoning C3: Highway Business

Sale Data

Deed Bk Vol.,Page 2020, 3058
Grantor Ronald & Carolyn McCoy
Grantee Peterson & Peterson LLC
Sale Price \$450,000
Sale Date 11/27/2020
Deed Type Warranty Deed
Data Source Public Record

Property Summary

Price per s.f.-Land \$3.06
Price per Acre \$133,136

Sales Comparable 5 Datasheet

Property Identification

Property Type Vacant Land
Street Address 800 Oakwood Dr
City, State, Zip Code Webster City, Iowa 50595
County Hamilton
Tax Map No. 40882507277004



Assessment Data

Assessed Land Value \$37,600
Assessed Building \$119,410
Value
Assessed Total Value \$157,010

Land Data

Land Area - s.f. 15,270
Area - acres 0.351
Zoning R3: Over 4 Unit Multi-Family




Sale Data

Deed Bk Vol.,Page 2022, 1161
Grantor Stuchen Rentals, LLC
Grantee City of Webster City
Sale Price \$28,800
Sale Date 5/6/2022
Deed Type Warranty Deed
Data Source Public Record

Property Summary

Price per s.f.-Land \$1.89
Price per Acre \$82,051

Sales Comparison Grid

	Comparable 1	Comparable 2	Comparable 3
			
Street Address	1310 Wall St	605 Prospect St	300 Red Bull Division Dr
City, State, Zip Code	Webster City, Iowa 50595	Webster City, Iowa 50595	Webster City, Iowa 50595
Tax Map No.	40882611227016	40882601202002	40882507151007
Grantor	Don & Glenda Wills	City of Webster City	11T IA LLC
Grantee	Judy Hartnett	One Site Development, LLC	Geneva Pacific Capital, LLC
Sale Price	\$41,000	\$75,000	\$60,000
Sale Date	1/17/2022	7/5/2018	8/31/2021
Comp.Land s.f.	25,563	33,788	50,965
Comp.Land per s.f.	\$1.60	\$2.22	\$1.18
ADJUSTMENTS			
Location	0.00%	-20.00%	-10.00%
Age of Sale	0.00%	5.00%	0.00%
Site Size	-15.00%	-15.00%	-10.00%
Adj.Comp.Land per s.f.	\$1.36	\$1.55	\$0.94
Subject Land s.f.	272,328	272,328	272,328
Indicated Total Value	\$370,366	\$422,108	\$255,988
Total Gross Adjustments	15.00%	40.00%	20.00%
Total Net Adjustments	-15.00%	-30.00%	-20.00%

Percentages are provided as a guide and include a Time Adj. if applied. Individual percentages may not add up due to rounding and compounding.

Sales Comparison Grid

(continued)

Comparable 4



Comparable 5



Street Address	1924 Superior St	800 Oakwood Dr
City, State, Zip Code	Webster City, Iowa 50595	Webster City, Iowa 50595
Tax Map No.	40882506351003	40882507277004
Grantor	Ronald & Carolyn McCoy	Stuchen Rentals, LLC
Grantee	Peterson & Peterson LLC	City of Webster City
Sale Price	\$450,000	\$28,800
Sale Date	11/27/2020	5/6/2022
Comp.Land s.f.	147,233	15,270
Comp.Land per s.f.	\$3.06	\$1.89

ADJUSTMENTS

Location	-20.00%	0.00%
Age of Sale	0.00%	0.00%
Site Size	-5.00%	-20.00%
Adj.Comp.Land per s.f.	\$2.29	\$1.51
Subject Land s.f.	272,328	272,328
Indicated Total Value	\$626,354	\$411,215

Total Gross Adjustments	25.00%	20.00%
Total Net Adjustments	-25.00%	-20.00%

Percentages are provided as a guide and include a Time Adj. if applied. Individual percentages may not add up due to rounding and compounding.

Summary of Comparison Values

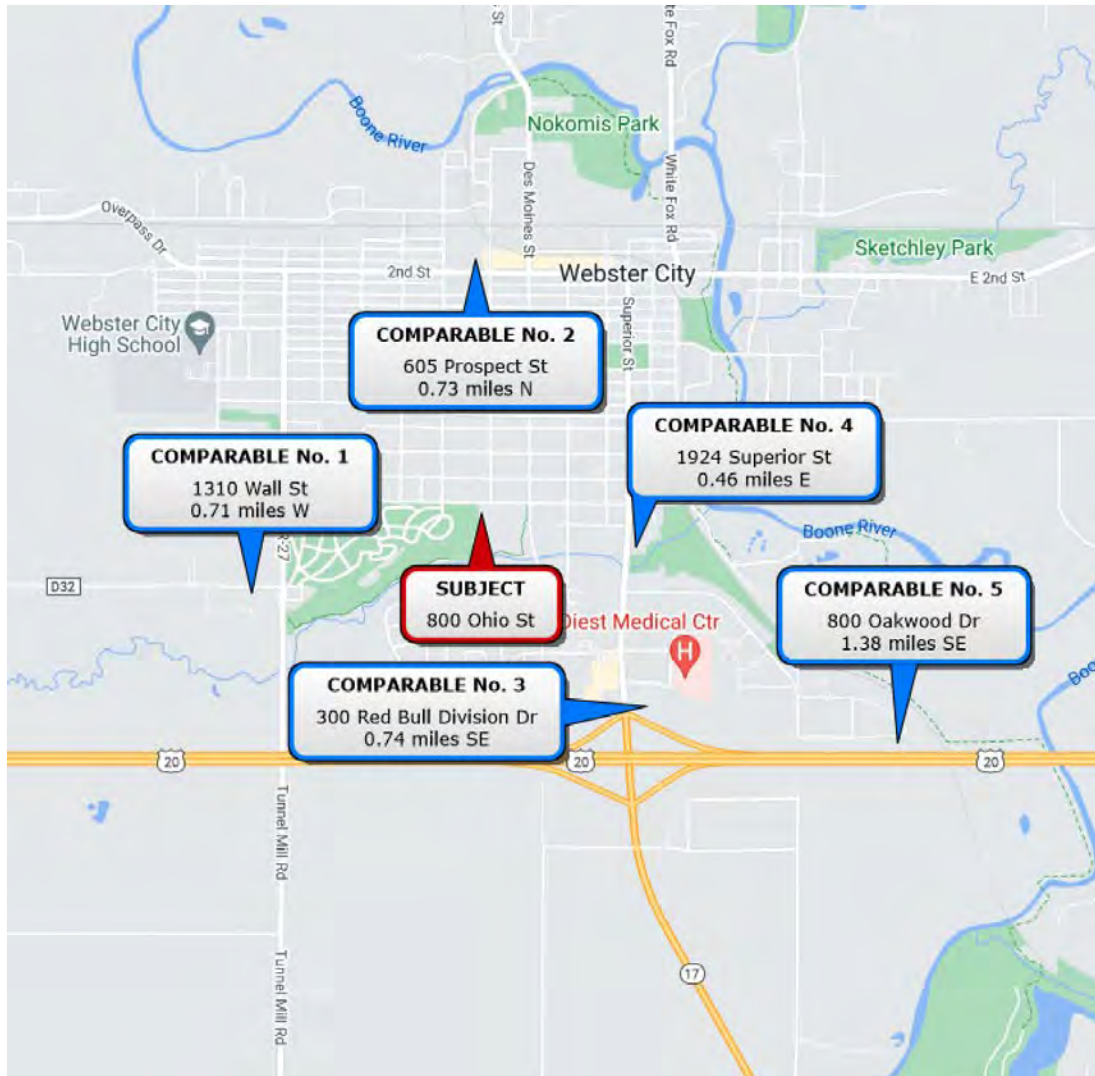
Sales Comparison Analysis:

Indicated Values (per SF)

Comp 1: \$1.36
Comp 2: \$1.55
Comp 3: \$0.94
Comp 4: \$2.29
Comp 5: \$1.51

Midpoint of Comp Range:	\$1.51
Mean of Comp Range:	\$1.53
Weighted Analysis (per SF):	\$1.45
Estimated Value (@ 272,328 SF):	\$394,876
Final Value (Rounded)	\$390,000

Sales Comparables Map



COST APPROACH

The **Cost Approach** is the method where Market Value is developed by estimating the land value as if unimproved; estimating the cost new of the improvements, deducting total accrued depreciation (loss in value from all causes of depreciation -- physical, functional, and economic) and adding the depreciated value of lot improvements and entrepreneurial profit.

This approach is based upon the premise that an informed purchaser will pay no more than the cost of producing a substitute property with the same utility as the subject property. The Cost Approach is generally most reliable when the buildings are relatively new or suffer only minor depreciation. The Cost Approach is typically not relevant to subjects with no improvements and as such was not further developed.

ASSUMPTIONS AND LIMITING CONDITIONS

General Assumptions

- We have no present or contemplated interest in the property appraised.
- The property is being appraised free and clear of any and all liens or encumbrances unless otherwise stated.
- Responsible ownership and competent property management are assumed.
- No responsibility is assumed for matters involving legal or title considerations. Title to the property was assumed to be good and marketable unless otherwise stated.
- Some information identified in this report is being furnished to us by others and is believed to be reliable. This is especially pertinent to financial projections and other assumptions furnished by the developer(s), owner(s) or their agents. Some of these projections and assumptions inevitably will not materialize or unanticipated events may occur subsequent to the date of the appraisal. Therefore, the actual results may differ from the projections and these variations could materially affect value.
- Information gathered on comparable sales and rentals, while verified with at least one principal to the transaction cannot be assumed to be 100% accurate.
- An attempt has been made to obtain the financing terms of the comparable sales by contacting the buyer, mortgagee or third parties familiar with the sale. However, when such persons refuse to disclose this information, some assumptions must be made based upon any available information.
- The dimensions and sizes of both the land and buildings as reported herein are assumed to be correct. All engineering data were assumed to be correct. Plot plans and exhibits have been included only to assist the reader in visualizing the property.
- It was assumed that the utilization of the land and/or improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in this report.
- Since the appraiser is not an architect, engineer or surveyor, he does not warrant this report against mathematical errors or miscalculations of building or site areas. Should such an error occur, we reserve the right to modify the value to reflect any substantial difference.
- Financing is one of the prime considerations in the purchase of real estate and while the subject property may be financed with special terms, the estimation of "Market Value" requires that current market terms be used, and our value assumes market financing.
- We have taken into consideration the building and use restrictions, zoning, and other regulations applicable to the property.

- Furnishings and equipment or business operations, except as specifically indicated and typically considered as part of the real estate, are excluded from this appraisal.
- If the Cost Approach has been used, Reproduction and/or Replacement costs have been estimated utilizing accepted building cost services. However, it must be noted that even actual contractor's cost estimates are subject to wide variation and we assume no responsibility for their accuracy.
- If the Income Approach to value has been used, our Discounted Cash Flow Analysis and/or other mathematical techniques represent a conscientious effort to analyze the performance of the property over a reasonable projection period. However, these are models based upon specific forecasts that may or may not occur.

The income and expense projections were based upon our interpretation of the leases (if any), data provided by the owner and/or his representatives, and information obtained by third parties. Where we found possible conflicting paragraphs in the lease documents that could affect income, we requested additional data from the owner. We relied upon this additional data to resolve any apparent lease conflicts and have assumed that the data provided accurately reflect the actual income and expenses reported by the owner. Any significant variations could result in a significantly different value and the appraiser reserves the right to adjust the appraised value accordingly.

- It was assumed that there are no hidden or unapparent conditions of the property, sub-soil or structures that would render it more or less desirable. No responsibility is assumed for such conditions or for engineering that may be required to discover them.
- It was assumed that the property is in full compliance with all-applicable federal, state and local environmental regulations and laws unless a non-compliance is stated, defined and considered in the appraisal report.
- We are not aware of any restrictions such as moratoriums on commercial development, ground leases, master plans, historic district controls, deed covenants, environmental regulations, building costs, fire regulations, title restrictions or private agreements that would prevent the building's legal use. However, should such restrictions become evident, we reserve the right to consider their effect on the appraised value.
- It was assumed that all licenses, certificates of occupancy, consents or other legislative or administrative authority required by any local, state or national government or private utility or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
- Typical property utility border easements were noted during the site inspection. No study of deed restrictions has been conducted by the appraiser. A title search would be required to provide positive assurance of the existence or absence of deed restrictions. For the purpose of this appraisal, it is assumed that there are no deed restrictions or liens that would adversely affect the subject site.
- The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. It is invalidated if used separately or in conjunction with any other appraisal.

- This appraisal has been prepared as closely as possible to comply with the guidelines set forth by the *Uniform Standards of Professional Appraisal Practice* (USPAP) of the Appraisal Foundation as mandated under the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA). We have also made every attempt to adhere to the specific instructions of the engagement letter issued by the lender and included in the addenda of this report.
- Except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of this appraisal report in its entirety to such third parties as may be selected by the party for whom this appraisal report was prepared; however, portions of this appraisal report shall not be given to third parties without prior written consent of the signatories of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media for public communication without the prior written consent of the signatories of this appraisal report.

Specific Assumptions

- This Appraisal Report is intended to comply with the requirements set forth under Standard 2-2(a) of the *Uniform Standards of Professional Appraisal Practice* for an Appraisal Report. As such, it provides sufficient information to enable the client and intended users to understand the rationale for the opinions and conclusions, including reconciliation of the data and approaches, in accordance with Standards Rule 1-6. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and the intended use stated in the report. The appraiser is not responsible for unauthorized use of this report.
- Unless otherwise stated in this report, the existence of hazardous material, that may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
- The required occupancy permits that are necessary for compliance with all local, state and federal regulations are assumed to be in place and valid.

- The appraised value assumes that the boundaries, as described on the public record, are accurate, unless otherwise noted in this report.
- The appraised value assumes that the improvements described in this report are the only improvements that exist on the described land and the no adverse easements or encroachments negatively affect the value of the property.

Extraordinary Assumptions⁸

None Noted

Hypothetical Conditions⁹

None Noted

8, DEFINITIONS

EXTRAORDINARY ASSUMPTION: an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal or economic characteristics of the subject property or about conditions external to the property, such as market conditions or trends; or about integrity of data used in an analysis.

⁹ **ibid.**

HYPOTHETICAL CONDITION: a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

ADDENDA

Commercial Complete Software Version 23.1.91

This report, including many of the analyses contained herein, was created using Commercial Complete software. **Commercial Complete** is a standalone software program that incorporates a word processor, database, income analysis capabilities, comparison analysis capabilities, and cost analysis. The appraiser has tested the algorithms in the software and understands the methods applied. Web site <http://www.CommercialComplete.com>

MATT JOHNSON

Qualifications of the Appraiser

EDUCATION

Have successfully completed the following tested appraisal courses:

Principles of Real Estate Appraisal	Lincoln Graduate Center
National USPAP Course	Lincoln Graduate Center
Appraisal of Residential Property	Lincoln Graduate Center
Practice of Real Estate Appraisal	Lincoln Graduate Center
Writing the Narrative Appraisal Report	Lincoln Graduate Center
Fundamentals of Investment Real Estate	Iowa Association of Realtors
How To Determine The Value of a Rental Property	Iowa Association of Realtors
Homeowner's Tax Strategies	Duplanty School of Real Estate
Foreclosure & The Role Of The Commissioner	Duplanty School of Real Estate
FHA Appraising Today	McKissock School of Real Estate
National USPAP Course	Appraisal Institute
Basic Income Capitalization	Appraisal Institute
Apartment Appraisal	Appraisal Institute
Analyzing Distressed Real Estate	Appraisal Institute
Business Practices & Ethics	Appraisal Institute
Advanced Residential Report Writing	Appraisal Institute
Advanced Residential Applications & Case Studies	Appraisal Institute
General Appraiser Sales Comparison Approach	Appraisal Institute
General Appraiser Income Approach, Parts I and II	Appraisal Institute
Residential Site Valuation and Cost Approach	Appraisal Institute
Residential Sales Comparison and Income Approach	Appraisal Institute
Real Estate Finance, Statistics and Valuation Modeling	Appraisal Institute
General Appraiser Report Writing & Case Studies	Appraisal Institute
Appraisal of Fast Food Facilities	Appraisal Institute
Basic Hotel Appraising – Limited Service Hotels	Appraisal Institute
Advanced Hotel Appraising – Full Service Hotels	Appraisal Institute
Associate of Arts Degree	Windward Community College

LICENSES AND PROFESSIONAL DESIGNATIONS

Iowa Certified General Real Estate Appraiser
Iowa Real Estate Brokers License

PROFESSIONAL EXPERIENCE

Over thirty years of real estate sales and appraisal experience:

2005 to Present	Johnson Appraisal Services	Fort Dodge, Iowa
1999 to 2005	Kesterson Appraisal & Consulting	Fort Dodge, Iowa
1997-2000	Coldwell Banker Associated Realtors	Fort Dodge, Iowa
1990-1997	Conley Dew, Ltd. Real Estate	Honolulu, Hawaii
1989-1990	Whalen Properties	Kailua, Hawaii

Have published numerous articles on real estate issues in newspapers, national magazines and trade journals

Owner/developer of many residential, commercial and multi-family rental properties



Matt Johnson
Certified General Real Property Appraiser



STATE OF IOWA

IOWA DEPARTMENT OF COMMERCE
PROFESSIONAL LICENSING AND REGULATION

This is to certify that the below named has been granted a certification
as: Certified General Appraiser.

Certification Number: CG02149 Expires: June 30, 2024

Status: Active

Matt Johnson
Johnson Appraisal Services
1137 South 18th Street
Fort Dodge, Iowa 50501

Jeff Meyer

Qualifications of the Appraiser

EDUCATION

B.S. Business Administration - Finance
Master of Business Administration

Northern Arizona University
Arizona State University

APPRAISAL CLASSES

Have successfully completed the following tested appraisal courses:

Basic Appraisal Principles	Appraisal Institute
Basic Appraisal Procedures	Appraisal Institute
National USPAP Course	Appraisal Institute
Supervisor/Trainee Appraiser Course	Appraisal Institute
Business Practices and Ethics	Appraisal Institute
Eminent Domain and Condemnation	Appraisal Institute
General Appraiser Sales Comparison Approach	McKissock
General Report Writing and Case Studies	McKissock
General Appraiser Income Approach	McKissock
General Appraiser Site Valuation and Cost Approach	McKissock
General Appraiser Market Analysis Highest and Best Use	McKissock
Commercial Appraisal Review	McKissock
Expert Witness for Commercial Appraisers	McKissock

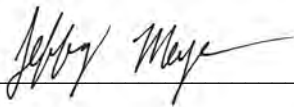
LICENSES AND PROFESSIONAL DESIGNATIONS

Iowa Associate Appraiser

PROFESSIONAL EXPERIENCE

Over twenty years of financial services and professional experience:

2019 to Present	Johnson Appraisal Services LLC	Fort Dodge, Iowa
2019 to Present	PLV Appraisal Services LLC	Phoenix, Arizona
2017 to 2019	Private Label Ventures Real Estate	Phoenix, Arizona
2004 to 2017	Financial Engines Asset Management	Phoenix, Arizona
1999 to 2004	Charles Schwab Securities Broker	Phoenix, Arizona



Jeff Meyer
Associate General Appraiser



STATE OF IOWA

IOWA DEPARTMENT OF COMMERCE
PROFESSIONAL LICENSING AND REGULATION

This is to certify that the below named has been granted a registration
as: Associate General Appraiser.

Registration Number: AG03772 Expires: June 30, 2025

Status: Active

Jeffrey David Meyer
PLV Appraisal Services
30751 Loma Linda Rd
Temecula, California 92592

Sec. 50-109. R-1 (Single-Family Dwelling) District.

The regulations set forth in this section, or set forth in this division when referred to in this section, are the regulations of the R-1 district. This district is established to accommodate single-family dwellings and uses customarily found in low density residential areas such as public and parochial schools, and parks. A building or premises shall be used only for the following purposes:

- (1) Accessory building in conjunction with a principal use.
- (2) Cemetery.
- (3) Essential services.
- (4) Home occupation in conjunction with a principal use.
- (5) Hospital.
- (6) Park or playground.
- (7) Nursery school, pre-school, child day care and adult day care.
- (8) One- and two-family dwelling.
- (9) Parking lot.
- (10) Public and private school or college for academic instruction and associated uses such as tennis courts, football fields, running tracks, softball and baseball fields.
- (11) Church and additions/alterations are permitted, only to those in existence prior to the effective date of the ordinance from which this section is derived. The following regulations will apply:
 - a. Front yards shall be a minimum of 35 feet.
 - b. Side yards shall be a minimum of 20 feet plus one foot for each additional two feet of building height over 50 feet.
 - c. Rear yards shall be a minimum of 34 feet.
- (12) Planned business or technology parks characterized by low impact office, research, and technology uses clustered in smaller buildings surrounded by a greenbelt or park-like setting may be permitted with an approved development agreement in accordance with division 6 of article V of this chapter provided they have frontage on Beach Street, Ohio Street, Superior Street, or U.S. Highway 20. The following regulations will apply:
 - a. Minimum lot area of five acres.
 - b. Maximum building height of 35 feet.
 - c. Front yards shall be a minimum of 35 feet.
 - d. Side yards shall be a minimum of 20 feet.
 - e. Rear yards shall be a minimum of 35 feet.

(Code 1996, § 122.03)



Parcel Number: 40882601451001
DBA: AVENUE OF FLAGS
Deed Holder: WEBSTER CITY, CITY OF CITY HALL
Property Address: 800 OHIO ST
 WEBSTER CITY, IA 50595-2824 [MAP THIS ADDRESS](#)
Location: URBAN
Class: COMMERCIAL
Map Area: C - WC EXEMPT
Tax District: 490 - WEBSTER CITY CORP
Sec-Twp-Rng: 001-088-026
Lot-Block: -
Assessor Location: WEBSTER CITY
Legal Description: SW SE AUDITOR PARCELA
 (NOT TO BE USED ON LEGAL DOCUMENTS)
Property Report: [PROPERTY REPORT \(PDF FILE\)](#)

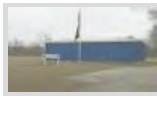


Tax Information: [TAX INFORMATION](#)



Pin 40882601451001 Photo

1 / 5



Current Value Information

Land Value	Dwelling Value	Improvement Value	Total Value
\$253,800	\$0	\$25,090	\$278,890

Prior Year Value Information

Year	Land Value	Dwelling Value	Improvement Value	Total Value
2022	\$253,800	\$0	\$18,580	\$272,380
2021	\$253,800	\$0	\$18,580	\$272,380

▼ More Years...

Land Information

Lot Type	Square Feet	Acres
Acres x Rate	281,833	6.470

Assessor's lot sizes are for assessment purposes only and may NOT represent actual dimensions. For more accurate, complete data refer to GIS maps, plat maps, or legal documents.

Commercial Building Information

Occupancy	Year Built	Building Area
Metal Warehouse - Rigid Steel Frame	1967	1,536

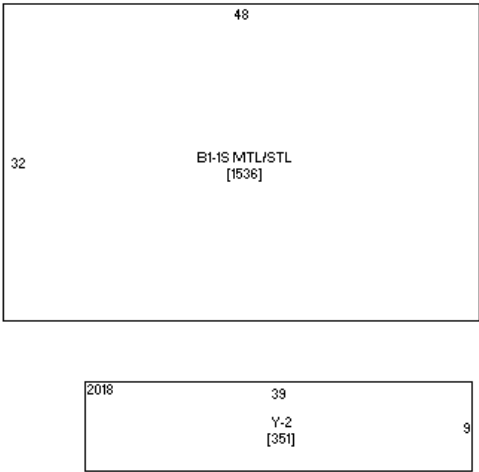
Yard Extra Information

Description	Item Count	Year Built
Paving - Concrete	1	1995
Porch (Commercial)	1	2018

Sale Information

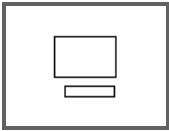
Sale Date	Amount	Non-Useable Transaction Code	Recording
▼ 03/22/2017	\$0	2 - Sale to/by Government/Exempt Organization	2017-0653
▼ 12/14/2010	\$0	1 - Quit Claim Deed	2010-2911
▼ 03/16/1943	\$0	2 - Sale to/by Government/Exempt Organization	67-427

Sketch



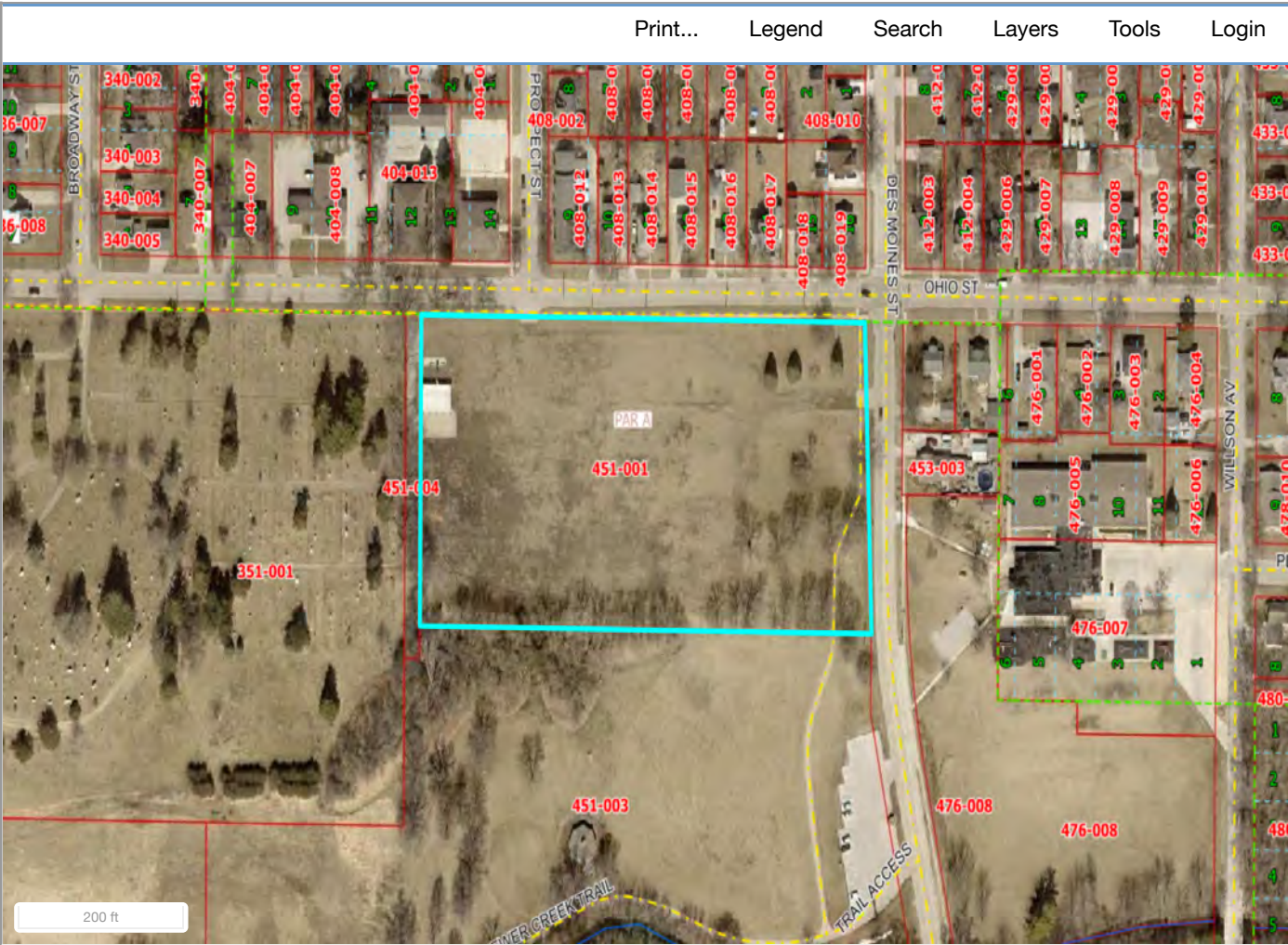
Sketch of Pin 40882601451001

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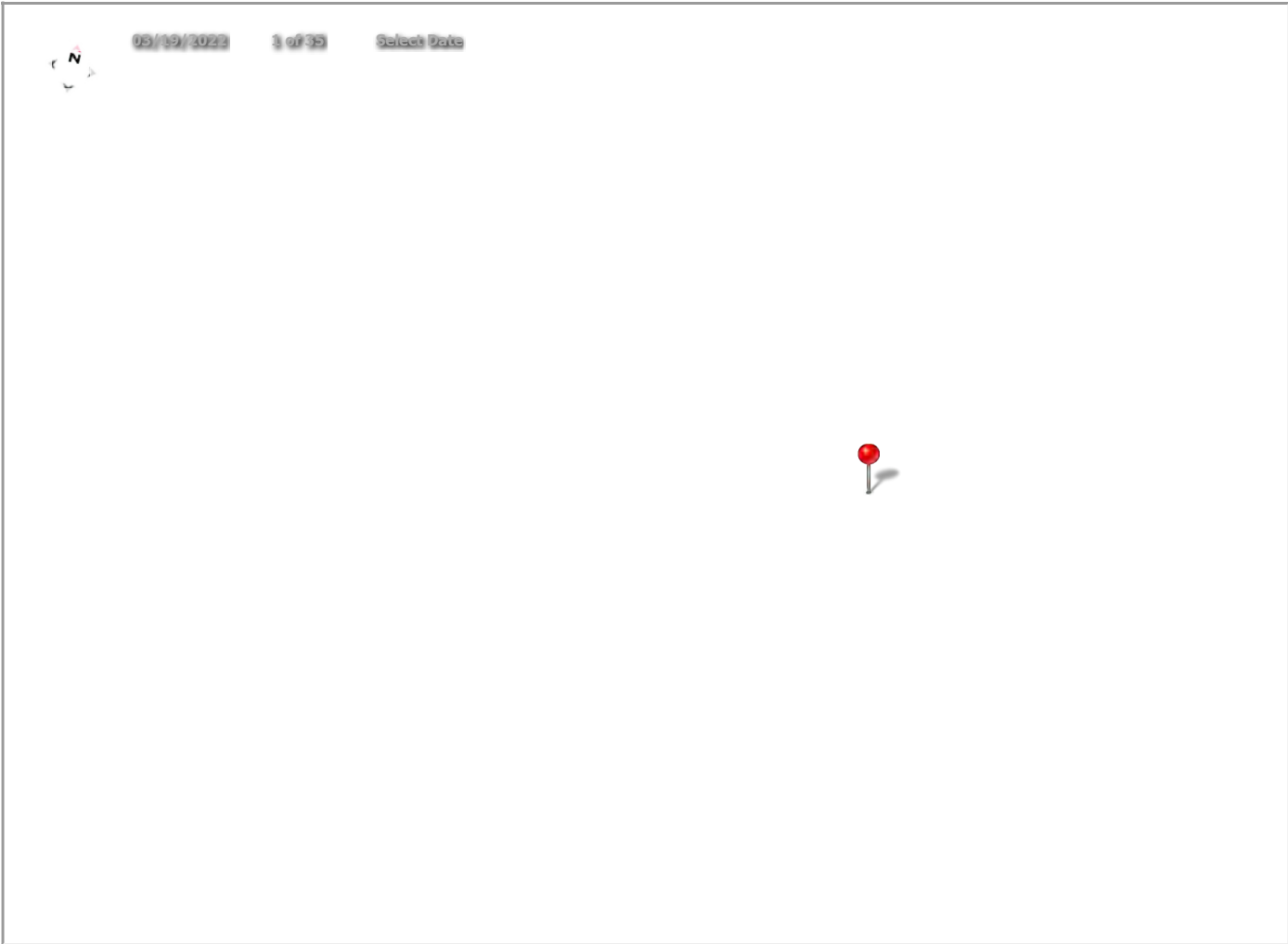


GIS Map Information

These data and/or map(s) are provided "as is" with no expressed or implied warranty of accuracy, correctness, or completeness. These data and/or map(s) do not replace or modify land surveys, deeds, and/or legal instruments defining land ownership or use. Hamilton County, Iowa disclaims all liability arising out of the use or misuse of these data and/or map(s) for any purpose.



Pictometry Online





Document 653

Document 2017 653 Type 03 001 Pages 6
Date 3/22/2017 Time 3:13 PM
Rec Amt \$32.00 Aud Amt \$5.00

KIM ANDERSON, RECORDER
HAMILTON COUNTY IOWA

Space above for recording data

Prepared By: Ryan L. Haaland, Davis Brown Law Firm, 2605 Northridge PKWY, Ames, IA 50010, (515) 288-2500

Returned **Return & Tax** Docs To: City of Webster City, 400 2nd St., Webster City, IA 50595
To:

WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, HAMILTON COUNTY PUBLIC HOSPITAL, d/b/a VAN DIEST MEDICAL CENTER, does hereby Convey to THE CITY OF WEBSTER CITY, IOWA, the following described real estate in Hamilton County, Iowa:

Parcel Letter "A" located in the SW ¼ of the SE ¼ of Section 1, Township 88 North, Range 26 West of the 5th P.M., City of Webster City, Hamilton County, Iowa described as follows: Commencing at the Southeast corner of Block 63 of Webster City acknowledged addition: thence South 00°44'33" East 66.00 feet to the Southwest corner of the intersection with Des Moines Street and Ohio Street located in the said City of Webster City; thence South 00°48'41" East 378.74 feet along the West right of way line of the said Des Moines Street; thence North 89°49'30" West 746.62 feet; thence North 00°36'44" West 376.44 feet to the point on the South right of way line of the said Ohio Street; thence South 90°00'00" East 745.28 feet along the said South right of way line of Ohio Street to the point of beginning, containing 6.47 acres, Note for the purpose of this survey the South line of the said Ohio Street was assumed to bear South 90°00'00" East, Subject to easements of record

The Grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

This deed is exempt from payment of transfer tax, and filing of a groundwater hazard statement and declaration of value, pursuant to Iowa Code 428A.2(6) as a transfer from a governmental subdivision.

Dated: 3-22-17.

HAMILTON COUNTY PUBLIC HOSPITAL
d/b/a VAN DIEST MEDICAL CENTER

By: *Lori Rathbun*

Name: Lori Rathbun

Title: CEO

STATE OF IOWA, COUNTY OF Hamilton:

This record was acknowledged before me this 22nd day of March, 2017, by
Lori Rathbun, as CEO, for Hamilton County Public
Hospital, d/b/a Van Diest Medical Center.

Jordan Reding
Signature of Notary Public



RESOLUTION NO. 2017-0309

RESOLUTION TO SET PUBLIC HEARING
FOR DISPOSAL OF REAL PROPERTY

WHEREAS, the Hamilton County Public Hospital, d/b/a Van Diest Medical Center, (the "Hospital"), holds title to the property legally described as:

Parcel Letter "A" located in the SW ¼ of the SE ¼ of Section 1, Township 88 North, Range 26 West of the 5th P.M., City of Webster City, Hamilton County, Iowa described as follows: Commencing at the Southeast corner of Block 63 of Webster City acknowledged addition; thence South 00°44'33" East 66.00 feet to the Southwest corner of the intersection with Des Moines Street and Ohio Street located in the said City of Webster City; thence South 00°48'41" East 378.74 feet along the West right of way line of the said Des Moines Street; thence North 89°49'30" West 746.62 feet; thence North 00°36'44" West 376.44 feet to the point on the South right of way line of the said Ohio Street; thence South 90°00'00" East 745.28 feet along the said South right of way line of Ohio Street to the point of beginning, containing 6.47 acres, Note for the purpose of this survey the South line of the said Ohio Street was assumed to bear South 90°00'00" East, Subject to easements of record; EXCEPT Tract in the SW ¼ of the SE ¼ Section 1, Township 88 North, Range 26 West of the 5th P.M., being within the Corporate Limits of Webster City, Iowa, described as: Commencing at a point 20 rods East of the Northwest corner of the SW ¼ of the SE ¼, thence South 27 ½ rods; thence East 25 feet, thence North 27 ½ rods; thence West 25 feet to the place of beginning

; and

WHEREAS, the Board of Trustees of the Hospital has determined the above described property to be surplus property; and

WHEREAS, the Board of Trustees of the Hospital has received an offer to purchase the above described property from the City of Webster City, for \$200,000.00;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Hamilton County Public Hospital, that a public hearing should be set to address the property locally known as 800 Ohio Street, Webster City, Iowa, and as legally described above being sold to the City of Webster City for \$200,000.00 on March 21, 2017 in the VanDiest Medical Center Board Room, Iowa. at 7:00pm
Webster City

PASSED and APPROVED by the Board of Trustees of the VanDiest Medical Center this 9 day of March, 2017.

Roberta Knutson
VDMC, Chairman

ATTEST:

[Signature]
Board Secretary

AFFIDAVIT OF COMPLIANCE WITH
IOWA TITLE STANDARD 2.1

TO THE PUBLIC:

State of Iowa)
) ss.
County of Hamilton)

The Undersigned first being duly sworn upon oath depose and state as follows:

1. The Hamilton County Public Hospital is now the record titleholder of the following described real property: *Parcel Letter "A" located in the SW ¼ of the SE ¼ of Section 1, Township 88 North, Range 26 West of the 5th P.M., City of Webster City, Hamilton County, Iowa described as follows: Commencing at the Southeast corner of Block 63 of Webster City acknowledged addition: thence South 00°44'33" East 66.00 feet to the Southwest corner of the intersection with Des Moines Street and Ohio Street located in the said City of Webster City; thence South 00°48'41" East 378.74 feet along the West right of way line of the said Des Moines Street; thence North 89°49'30" West 746.62 feet; thence North 00°36'44" West 376.44 feet to the point on the South right of way line of the said Ohio Street; thence South 90°00'00" East 745.28 feet along the said South right of way line of Ohio Street to the point of beginning, containing 6.47 acres, Note for the purpose of this survey the South line of the said Ohio Street was assumed to bear South 90°00'00" East, Subject to easements of record; EXCEPT Tract in the SW ¼ of the SE ¼ Section 1, Township 88 North, Range 26 West of the 5th P.M., being within the Corporate Limits of Webster City, Iowa, described as: Commencing at a point 20 rods East of the Northwest corner of the SW ¼ of the SE ¼, thence South 27 ½ rods; thence East 25 feet, thence North 27 ½ rods; thence West 25 feet to the place of beginning;*
2. That the said Hamilton County Public Hospital has resolved to sell said property, and has published due notice of intent to dispose of said real estate pursuant to Iowa Code §§ 331.361 and 354.23 (2016).
3. That said Resolution and Proof of Publication are attached hereto for filing of record.

Dated this 21 day of March, 2017.

HAMILTON COUNTY PUBLIC HOSPITAL

By: Robert Knutson
V D M C, Chairman

Signed and sworn to (or affirmed) before me on the 21 day of March, 2017, by Robert Knutson, Chairman of the Board of Trustees of Hamilton County Public Hospital.

Jordan Reding
Notary Public, State of Iowa



The Daily Freeman-Journal

Division of Ogden Newspaper, Inc.
720 Second St., Webster City, Iowa 50595

Van Diest Medical Center
Attn: Accts Payable
2350 Hospital Drive
PO Box 430
Webster City, Iowa 50595

CHARGE TO	AMOUNT	APPROVED FOR PYM
Invoice Received	3.21.17 <i>h</i>	

State Of Iowa }
County of Hamilton } ss

Terry Christensen of the city of Webster City, in said county and state, being duly sworn, on his oath says that he is the General Manager for the Ogden Newspapers, Inc.; the general manager and printer of The Daily Freeman-Journal, a daily newspaper of general circulation in said city, and that the notice, a printed copy of which is hereto annexed, was published in said newspaper for

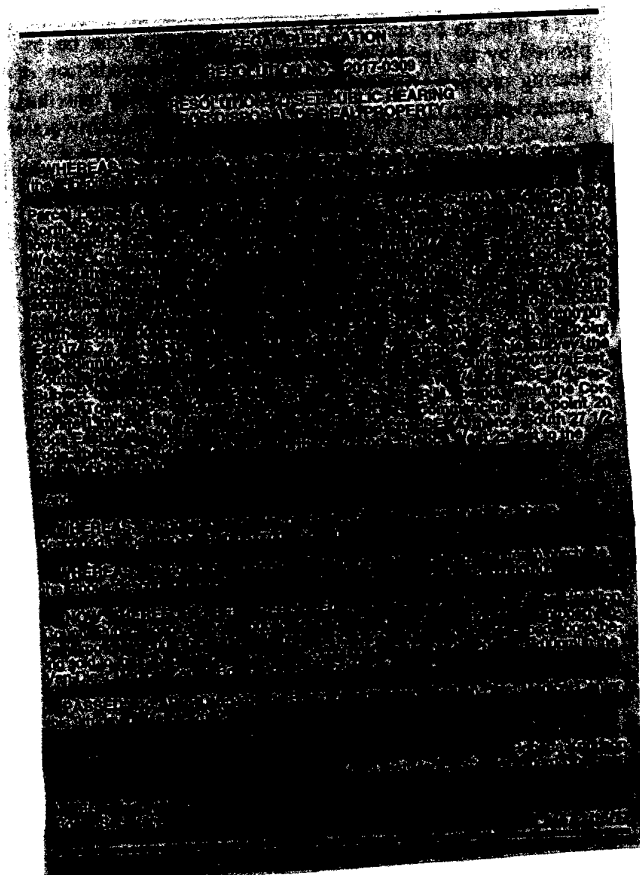
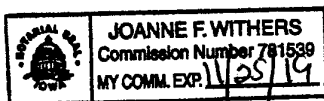
One (1) day which publication was made on:

March 15, 2017

Terry Christensen
General Manager

Subscribed and sworn to before me this 16th day of March, 2017.

JoAnne F Withers
JoAnne F Withers, Notary Public, Hamilton County, Iowa
Notary Public - Iowa
My Commission Expires November 25, 2019



Legal Number: 2457 No. of Publications: One (1)

Date Published: March 15, 2017

Description: Resolution
2017-0309

114 Lines @ \$.4698 = \$ 53.56

Lines @

Total: \$ 53.56

RESOLUTION NO. 2017-0321

**RESOLUTION APPROVING
DISPOSAL OF REAL PROPERTY**

WHEREAS, the Board of Trustees of Hamilton County Public Hospital, d/b/a Van Diest Medical Center, (the "Hospital"), has made final determination following a public hearing that the sale of a certain surplus real property legally described as

Parcel Letter "A" located in the SW ¼ of the SE ¼ of Section 1, Township 88 North, Range 26 West of the 5th P.M., City of Webster City, Hamilton County, Iowa described as follows: Commencing at the Southeast corner of Block 63 of Webster City acknowledged addition: thence South 00°44'33" East 66.00 feet to the Southwest corner of the intersection with Des Moines Street and Ohio Street located in the said City of Webster City; thence South 00°48'41" East 378.74 feet along the West right of way line of the said Des Moines Street; thence North 89°49'30" West 746.62 feet; thence North 00°36'44" West 376.44 feet to the point on the South right of way line of the said Ohio Street; thence South 90°00'00" East 745.28 feet along the said South right of way line of Ohio Street to the point of beginning, containing 6.47 acres, Note for the purpose of this survey the South line of the said Ohio Street was assumed to bear South 90°00'00" East, Subject to easements of record; EXCEPT Tract in the SW ¼ of the SE ¼ Section 1, Township 88 North, Range 26 West of the 5th P.M., being within the Corporate Limits of Webster City, Iowa, described as: Commencing at a point 20 rods East of the Northwest corner of the SW ¼ of the SE ¼, thence South 27 ½ rods; thence East 25 feet, thence North 27 ½ rods; thence West 25 feet to the place of beginning

would be in the Hospital's best interest;

NOW, THEREFORE, upon a motion duly made and seconded, and properly carried, it is hereby resolved that:

On behalf of the Hamilton County Public Hospital, the Chairman of the Board of Trustees of Hamilton County Public Hospital shall transfer by Warranty Deed title to the above described property, locally known as 800 Ohio Street, Webster City, Iowa, to the City of Webster City, Iowa for the consideration of \$200,000.00.

Passed and approved this 21 day of March, 2017.

Roll Call Vote:

Ayes: 7

Nays: 0

Attest:

Robuta Knutson
V D M C, Chairman

[Signature]
Board Secretary



Parcel Number: 40882611227016
Deed Holder: HARTNETT, JUDY J
Property Address:
Location: URBAN
Class: RESIDENTIAL
Map Area: WC - SOUTHWEST
Tax District: 490 - WEBSTER CITY CORP
Sec-Twp-Rng: 000-000-000
Lot-Block: -
Assessor Location: WEBSTER CITY
Legal Description: SOUTHGATE ADD LTS 1 & 2 EXC TRI TR ON E
 (NOT TO BE USED ON LEGAL DOCUMENTS)
Online Signature: [HOMESTEAD TAX CREDIT \(54-028\) SUBMISSION](#)
[MILITARY SERVICE TAX EXEMPTION APPLICATION \(54-146\)](#)
 SUBMISSION
Property Report: [PROPERTY REPORT \(PDF FILE\)](#)



Tax Information: [TAX INFORMATION](#)



Pin 40882611227016 Photo

1 / 3



Prior Year Value Information

Year	Land Value	Dwelling Value	Improvement Value	Total Value
2022	\$38,600	\$0	\$0	\$38,600

[Get Current Year Tax Estimate](#)

Land Front Foot Information

Lot	Front	Rear	Side 1	Side 2
Main Lot	100.00	100.00	125.00	125.00
Main Lot	125.00	84.00	125.00	125.00

Assessor's lot sizes are for assessment purposes only and may NOT represent actual dimensions. For more accurate, complete data refer to GIS maps, plat maps, or legal documents.

Sale Information

Sale Date	Amount	Non-Useable Transaction Code	Recording
▼ 01/17/2022	\$41,000	34 - Vacant lot	2022-0148
▼ 10/04/2018	\$0	50 - Other with explanation	2018-2306
▼ 12/13/2002	\$10,000	050 - MULTIPLE SALES CODES	024899
▼ 12/27/1994	\$0	000 - NORMAL ARMS-LENGTH TRANSACTION	1995-189

GIS Map Information

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Pictometry Online





Document 148

Document 2022 148 Type 03 001 Pages 2

Date 1/18/2022 Time 9:27 AM

Rec Amt \$12.00 Aud Amt \$5.00

Rev Transfer Tax \$64.80

Rev Stamp# 27 DOV# 28

KIM ANDERSON, RECORDER
HAMILTON COUNTY IOWA

Returned _____

To: _____

Return To: Judy J. Hartnett, 626 Elm Street, Webster City IA 50595

Taxpayer: Judy J. Hartnett, 626 Elm Street, Webster City IA 50595

Preparer: Patrick B. Chambers, Attorney at Law, 623 Second Street, P.O. Box 516 Webster City, Iowa 50595-0516, Phone: (515) 832-5797



WARRANTY DEED

For the consideration of Forty-one Thousand Dollars and No/100 and other valuable consideration, Don H. Wills and Glenda J. Wills, individually and as husband and wife, do hereby Convey to Judy J. Hartnett the following described real estate in Hamilton County, Iowa:

Lot 1, Southgate Addition to Webster City, Iowa, except tract described as beginning at the Northeast corner of said Lot 1, thence South 00°00'00" West 125 feet along the East side of said Lot 1; thence North 89°59'35" West 40 feet along the South side of said Lot 1; thence North 17°44'43" East 131.24 feet to the point of beginning; and all of Lot 2, Southgate Addition to Webster City, Iowa.

Grantors do Hereby Covenant with grantee, and successors in interest, that grantors hold the real estate by title in fee simple; they have good and lawful authority to sell and Convey the real estate; the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. The undersigned hereby relinquish all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: January 17, 2022.

Don H. Wills
Don H. Wills, Grantor

Glenda J. Wills
Glenda J. Wills, Grantor

STATE OF IOWA, HAMILTON COUNTY, ss:

This record was acknowledged before me on January 17, 2022,
by Don H. Wills and Glenda J. Wills, individually and as husband and wife.



Luanne R. Tanner
Notary Public
My Notary Expires: 1-27-24
My Commission Expires: 1-27-24



Parcel Number: 40882601202002
DBA: DOLLAR TREE
Deed Holder: RED ROCK INVESTORS LLC
Property Address: 605 PROSPECT ST
 WEBSTER CITY, IA 50595-0000 [MAP THIS ADDRESS](#)
Location: URBAN
Class: COMMERCIAL
Map Area: C - WC DOWNTOWN AREA
Tax District: 495 - WC RIVERVIEW UR
Sec-Twp-Rng: 000-000-000
Lot-Block: -
Assessor Location: WEBSTER CITY
Legal Description: DUB & PAC RR ADD LTS8 - 11 BLK 110
 (NOT TO BE USED ON LEGAL DOCUMENTS)
Online Signature: [MILITARY SERVICE TAX EXEMPTION APPLICATION \(54-146\)](#)
 SUBMISSION
Property Report: [PROPERTY REPORT \(PDF FILE\)](#)



Tax Information: [TAX INFORMATION](#)



Pin 40882601202002 Photo

1 / 5



Prior Year Value Information

Year	Land Value	Dwelling Value	Improvement Value	Total Value
2022	\$50,680	\$0	\$653,650	\$704,330
2021	\$50,680	\$0	\$653,650	\$704,330

▼ More Years...

[Get Current Year Tax Estimate](#)

Land Information

Lot Type	Square Feet	Acres
Sq. Ft. W/Dimensions	33,788	0.776

Assessor's lot sizes are for assessment purposes only and may NOT represent actual dimensions. For more accurate, complete data refer to GIS maps, plat maps, or legal documents.

Commercial Building Information

Occupancy	Year Built	Building Area
▼ Metal Retail Store - Steel Frame	2018	8,640

Yard Extra Information

Description	Item Count	Year Built
▼ Paving - Asphalt	1	2018

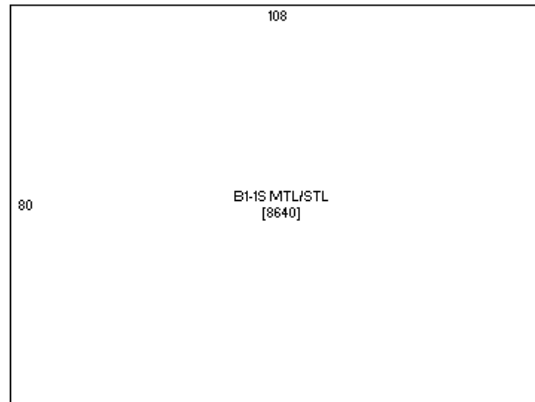
Sale Information

Sale Date	Amount	Non-Useable Transaction Code	Recording
▼ 03/08/2022	\$1,276,309	0 - Normal	2022-0696
▼ 12/08/2020	\$1,035,000	0 - Normal	2020-3135
▼ 07/05/2018	\$75,000	2 - Sale to/by Government/Exempt Organization	2018-1636
▼ 11/03/2017	\$0	1 - Quit Claim Deed	2017-2779
▼ 07/05/2017	\$45,000	34 - Vacant lot	2017-1856
▼ 12/27/2000	\$175,000	002 - SALE TO/BY GOVERNMENT	010434
▼ 05/02/1978	\$0	000 - NORMAL ARMS-LENGTH TRANSACTION	73-723

Building Permit Information

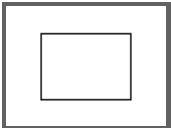
Date	Number	Tag Descr	Tag Date	Amount	Reason
06/13/2018	3524	No	01/01/2019	42,750	New Bldg

Sketch



Sketch of Pin 40882601202002

1 / 1



GIS Map Information

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Pictometry Online





Document 1636

Document 2018 1636 Type 03 001 Pages 2
Date 7/23/2018 Time 11:21 AM
Rec Amt \$12.00 Aud Amt \$5.00

DOV# 237

KIM ANDERSON, RECORDER
HAMILTON COUNTY IOWA



WARRANTY DEED
(CORPORATE GRANTOR)
THE IOWA STATE BAR ASSOCIATION
Official Form No. 104
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Zachary S. Chizek, 805 Des Moines Street, Webster City, IA 50595, Phone: (515) 832-2885

Taxpayer Information: (Name and complete address)

One Site Development, L.L.C., 3759 Ranchero Rd., Cedar Falls, Iowa 50613

env (6)

Returned

Return Document To: (Name and complete address)

~~One Site Development, L.L.C., 3759 Ranchero Rd., Cedar Falls, Iowa 50613~~
~~Amfinson & Luce, P.L.C., 726 W. 4th Street, Waterloo, IA 50702~~

Grantors:

City of Webster City, Iowa

Grantees:

One Site Development, L.L.C.

Legal description: See Page 2

Document or instrument number of previously recorded documents:



WARRANTY DEED (CORPORATE GRANTOR)

For the consideration of One (\$1.00) ----- Dollar(s) and other valuable consideration, City of Webster City, Iowa a corporation organized and existing under the laws of the State of Iowa does hereby Convey to One Site Development, L.L.C.

the following described real estate in Hamilton County, Iowa:
Lots 8, 9, 10 and 11, Block 110, Dubuque and Pacific Railroad Addition to Webster City, Iowa

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

The Corporation hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

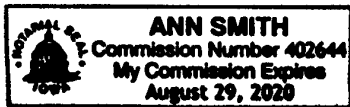
Dated on July 5, 2018.

City of Webster City, Iowa, a(n) Iowa Municipal Corporation

By John Hawkins
John Hawkins, Mayor

By Karyl Bonjour
Karyl Bonjour, City Clerk

STATE OF IOWA, COUNTY OF HAMILTON
This record was acknowledged before me on July 5, 2018, by John Hawkins and Karyl Bonjour as Mayor and City Clerk, respectively of City of Webster City, Iowa.



Ann Smith
Signature of Notary Public



Parcel Number: 40882507151007
DBA: NAPA
Deed Holder: NAWCIA001 LLC
Property Address: 300 RED BULL DIVISION DR
 WEBSTER CITY, IA [MAP THIS ADDRESS](#)
Location: URBAN
Class: COMMERCIAL
Map Area: C - WC BUSINESS
Tax District: 492-003 - WC 2013 RED BULL DIV UR
Sec-Twp-Rng: 000-000-000
Lot-Block: -
Assessor Location: WEBSTER CITY
Legal Description: RED BULL SBDVN LT 2 EXC LT
 (NOT TO BE USED ON LEGAL DOCUMENTS)
Online Signature: [MILITARY SERVICE TAX EXEMPTION APPLICATION \(54-146\)](#)
 SUBMISSION
Property Report: [PROPERTY REPORT \(PDF FILE\)](#)



Tax Information: [TAX INFORMATION](#)



Pin 40882507151007 Photo

1 / 3



Prior Year Value Information

Year	Land Value	Dwelling Value	Improvement Value	Total Value
2022	\$58,500	\$0	\$323,870	\$382,370
2021	\$58,500	\$0	\$0	\$58,500

▼ More Years...

[Get Current Year Tax Estimate](#)

Land Information

Lot Type	Square Feet	Acres
Acres x Rate	50,965	1.170

Assessor's lot sizes are for assessment purposes only and may NOT represent actual dimensions. For more accurate, complete data refer to GIS maps, plat maps, or legal documents.

Commercial Building Information

Occupancy	Year Built	Building Area
▼ Metal Retail Store - Steel Frame	2021	4,440

Yard Extra Information

Description	Item Count	Year Built
▼ Paving - Asphalt	1	2021

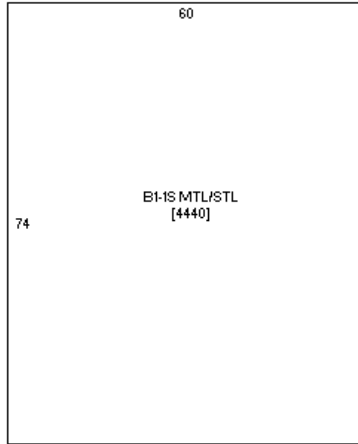
Sale Information

Sale Date	Amount	Non-Useable Transaction Code	Recording
▼ 04/08/2022	\$1,551,219	25 - Partial Assessment (New construction/incomplete structural changes as of Jan 1)	2022-0962
▼ 08/31/2021	\$60,000	34 - Vacant lot	2021-2543
▼ 08/28/2020	\$0	46 - Sale with consideration paid for real property of \$10,000 or less	2020-2129
▼ 08/10/2020	\$0	12 - Foreclosures,forfeitures,Sheriff and Tax Sales or transfers arising from default	2020-1937
▼ 03/26/2015	\$570,000	2 - Sale to/by Government/Exempt Organization	2015-0776

Building Permit Information

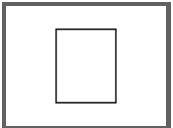
Date	Number	Tag Descr	Tag Date	Amount	Reason
10/14/2021	4121	No	01/01/2023	757,000	New Bldg

Sketch



Sketch of Pin 40882507151007

1 / 1



GIS Map Information

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Pictometry Online



Document: 2021 2543
Pages 3
Date 9/9/2021 at 10:26:15.0 AM
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax: \$95.20
KIM ANDERSON, RECORDER
Hamilton County, Iowa

WARRANTY DEED
Recorder's Cover Sheet

Preparer Information: Marc Odgaard, 13575 Lynam Drive, Omaha, NE 68138, Phone: (402) 558-2828

Taxpayer Information: Geneva Pacific Capital LLC, 1670 Northrock Court, Rockford, IL 61103

Return Document To: Haugh & Associates, Ltd, 525 Dee Lane, Suite 200, Roselle, IL 60172

Grantors: 11T IA, LLC

Grantees: Geneva Pacific Capital LLC

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

WARRANTY DEED

For the consideration of Ten Dollar(s) and other valuable consideration, **11T IA, LLC, an Iowa limited liability company**, Grantor does hereby convey to **Geneva Pacific Capital LLC, an Illinois limited liability company**, Grantee, the following described real estate in Hamilton County, Iowa:

A tract of land located in part of Lot 2, RED BULL SUBDIVISION, a subdivision located in part of the NW ¼ Section 07, T88N, R25W of the 5th P.M., Hamilton County, Iowa more particularly described as follows: Commencing at the Southeast corner of said Lot 2, Red Bull Subdivision, said point also being on the Southwest corner of Lot 1, said Red Bull Subdivision, and also on the North right-of-way line of Hwy #20 off-ramp; thence N 63°51'30" W (assumed bearing) along the South line of said Lot 2, Red Bull Subdivision, said line also being said North right-of-way line of Hwy #20 off-ramp, a distance of 144.45 feet to the point of beginning; thence N 63°51'30" W along the South line of said Lot 2, Red Bull Subdivision, said line also being said North right-of-way line of Hwy #20 off-ramp, a distance of 282.46 feet to the point of intersection of said North right-of-way line of Hwy #20 off-ramp and the East right-of-way line of Superior St./Hwy #17; thence N 38°39'09" W along said Westerly line of said Lot 2, Red Bull Subdivision, said line also being said East right-of-way line of Superior St./Hwy #17, a distance of 156.50 feet; thence N 90°00'00" E, a distance of 295.36 feet; thence S 00°00'00" E, a distance of 30.08 feet thence N 90°00'00" E, a distance of 55.96 feet; thence S 00°00'00" E, a distance of 216.59 feet to said Point of Beginning. Said tract of land contains 51,058 square feet or 1.172 acres, more or less.

Grantors do hereby covenant to warrant and defend unto Grantees and successors in interest the real estate except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.


Dated: August 31, 2021

11T IA, LLC, an Iowa limited liability company
By: Homebuyers Incorporated, a Nebraska
corporation, ~~Sole Member~~

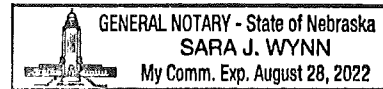
By: 
Jared W. Hollinger, President

STATE OF NEBRASKA, COUNTY OF SARPY

This record was acknowledged before me on August 31, 2021 by Jared W. Hollinger, President of Homebuyers Incorporated, A Nebraska Corporation, Sole Member of 11T IA, LLC, an Iowa limited liability company.



Signature of Notary Public





HAMILTON COUNTY ASSESSOR

 Assessor Hub provided by
Vanguard Appraisals, Inc


Parcel Number: 40882506351003
DBA: IOWA SPECIALTY HOSPITAL - WEBSTER CITY CLINIC
Deed Holder: IOWA SPECIALTY HOSPITAL-CLARION
Property Address: 1924 SUPERIOR ST
 WEBSTER CITY, IA 50595-0000 [MAP THIS ADDRESS](#)
Location: URBAN
Class: COMMERCIAL
Map Area: C - WC BUSINESS
Tax District: 490 - WEBSTER CITY CORP
Sec-Twp-Rng: 006-088-025
Lot-Block: -
Assessor Location: WEBSTER CITY
Legal Description: SW SW LTS 7 & 9 & PTLT 8 N OF BREWER CR
 (NOT TO BE USED ON LEGAL DOCUMENTS)
Online Signature: [MILITARY SERVICE TAX EXEMPTION APPLICATION \(54-146\)](#)
 SUBMISSION
Property Report: [PROPERTY REPORT \(PDF FILE\)](#)

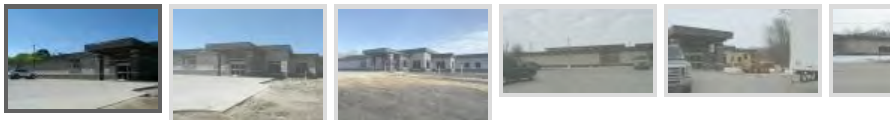


Tax Information: [TAX INFORMATION](#)



Pin 40882506351003 Photo

1 / 7



Prior Year Value Information

Year	Land Value	Dwelling Value	Improvement Value	Total Value
2022	\$216,830	\$0	\$1,084,850	\$1,301,680
2021	\$37,140	\$31,130	\$0	\$68,270

▼ More Years...

[Get Current Year Tax Estimate](#)

Land Information

Lot Type	Square Feet	Acres
Acres x Rate	147,233	3.380

Assessor's lot sizes are for assessment purposes only and may NOT represent actual dimensions. For more accurate, complete data refer to GIS maps, plat maps, or legal documents.

Commercial Building Information

Occupancy	Year Built	Building Area
▼ Office - Medical / Dental	2021	13,116

Yard Extra Information

Description	Item Count	Year Built
▼ Paving - Concrete	1	2021

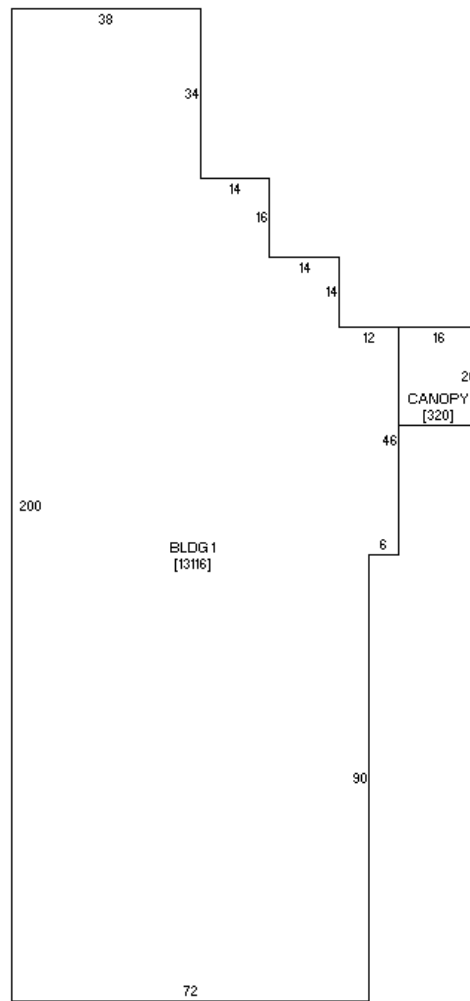
Sale Information

Sale Date	Amount	Non-Useable Transaction Code	Recording
▼ 03/01/2021	\$500,000	15 - Change in Classification	2021-0707
▼ 11/27/2020	\$450,000	0 - Normal	2020-3058
▼ 05/11/1977	\$33,000	000 - NORMAL ARMS-LENGTH TRANSACTION	95-85-86

Building Permit Information

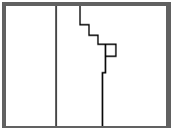
Date	Number	Tag Descr	Tag Date	Amount	Reason
05/12/2021	4033	No	01/01/2022	2,500,000	New Bldg
12/02/2020	1437	No	01/01/2022	0	Demo/Rmvl

Sketch



Sketch of Pin 40882506351003

1 / 1



GIS Map Information

These data and/or map(s) are provided "as is" with no expressed or implied warranty of accuracy, correctness, or completeness. These data and/or map(s) do not replace or modify land surveys, deeds, and/or legal instruments defining land ownership or use. Hamilton County, Iowa disclaims all liability arising out of the use or misuse of these data and/or map(s) for any purpose.



Pictometry Online





Document 3058

Document 2020 3058 Type 03 001 Pages 2

Date 12/01/2020 Time 12:37 PM

Rec Amt \$12.00 Aud Amt \$5.00

Rev Transfer Tax \$719.20

Rev Stamp# 427 DOV# 451

KIM ANDERSON, RECORDER
HAMILTON COUNTY IOWA

Returned _____
To: _____
Return To: J. L. Greenley, Attorney at Law, P.O. Box 17, Webster City, IA 50595-0017
Taxpayer: Peterson & Peterson, LLC, 1929 W. Second Street, Webster City, IA 50595
Preparer: Patrick B. Chambers, Attorney at Law, 623 Second Street, P.O. Box 516 Webster City, Iowa 50595-0516, Phone: (515) 832-5797



WARRANTY DEED

For the consideration of \$450,000.00 Dollars and other valuable consideration, Ronald G. McCoy and Carolyn S. McCoy, individually and as husband and wife, do hereby Convey to Peterson & Peterson, LLC the following described real estate in Hamilton County, Iowa:

All that part of Lots 7 and 9 lying North and West of the center of Brewer Creek as located in the SW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 6, Township 88 North, Range 25 West of the 5th P.M., being within the Corporate Limits of Webster City, Iowa, per Irregular Survey Book 1, page 6 in the Office of the Auditor of Hamilton County; and a portion of Bonebright Park described as:

All that part of County Auditor's Lot 8 lying North and West of the center of Brewer Creek as located and South of the Easterly extension of the North line of County Auditor's Lot 7, all in SW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 6, Township 88 North, Range 25 West of the 5th P.M., being within the Corporate Limits of Webster City, Iowa.

Subject to Superior Street along the West side thereof.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: November 27, 2020

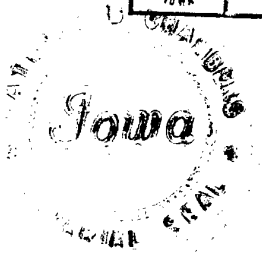
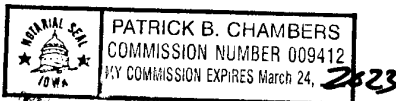
Ronald G. McCoy
Ronald G. McCoy, Grantor

Carolyn S. McCoy
Carolyn S. McCoy, Grantor

STATE OF IOWA, HAMILTON COUNTY, ss:

This record was acknowledged before me on November 27, 2020, by Ronald G. McCoy and Carolyn S. McCoy, individually and as husband and wife.

Patrick B. Chambers
Patrick B. Chambers, Notary Public 009412
My Commission Expires: 3-24-2023





Parcel Number: 40882507277004
Deed Holder: WEBSTER CITY, CITY OF CITY HALL
Property Address:
Location: URBAN
Class: RESIDENTIAL
Map Area: WC - SOUTH
Tax District: 491 - WC RES UR AREA A
Sec-Twp-Rng: 000-000-000
Lot-Block: -
Assessor Location: WEBSTER CITY
Legal Description: HOME 4TH ADD LT 5
 (NOT TO BE USED ON LEGAL DOCUMENTS)
Online Signature: [HOMESTEAD TAX CREDIT \(54-028\) SUBMISSION](#)
[MILITARY SERVICE TAX EXEMPTION APPLICATION \(54-146\)](#)
 SUBMISSION
Property Report: [PROPERTY REPORT \(PDF FILE\)](#)



Tax Information: [TAX INFORMATION](#)



Pin 40882507277004 Photo

1 / 1



Prior Year Value Information

Year	Land Value	Dwelling Value	Improvement Value	Total Value
2022	\$21,510	\$0	\$0	\$21,510
2021	\$21,510	\$0	\$0	\$21,510

▼ More Years...

[Get Current Year Tax Estimate](#)

Land Front Foot Information

Lot	Front	Rear	Side 1	Side 2
Main Lot	0.00	70.00	119.00	119.00
Sub Lot 2	70.00	97.00	133.00	133.00

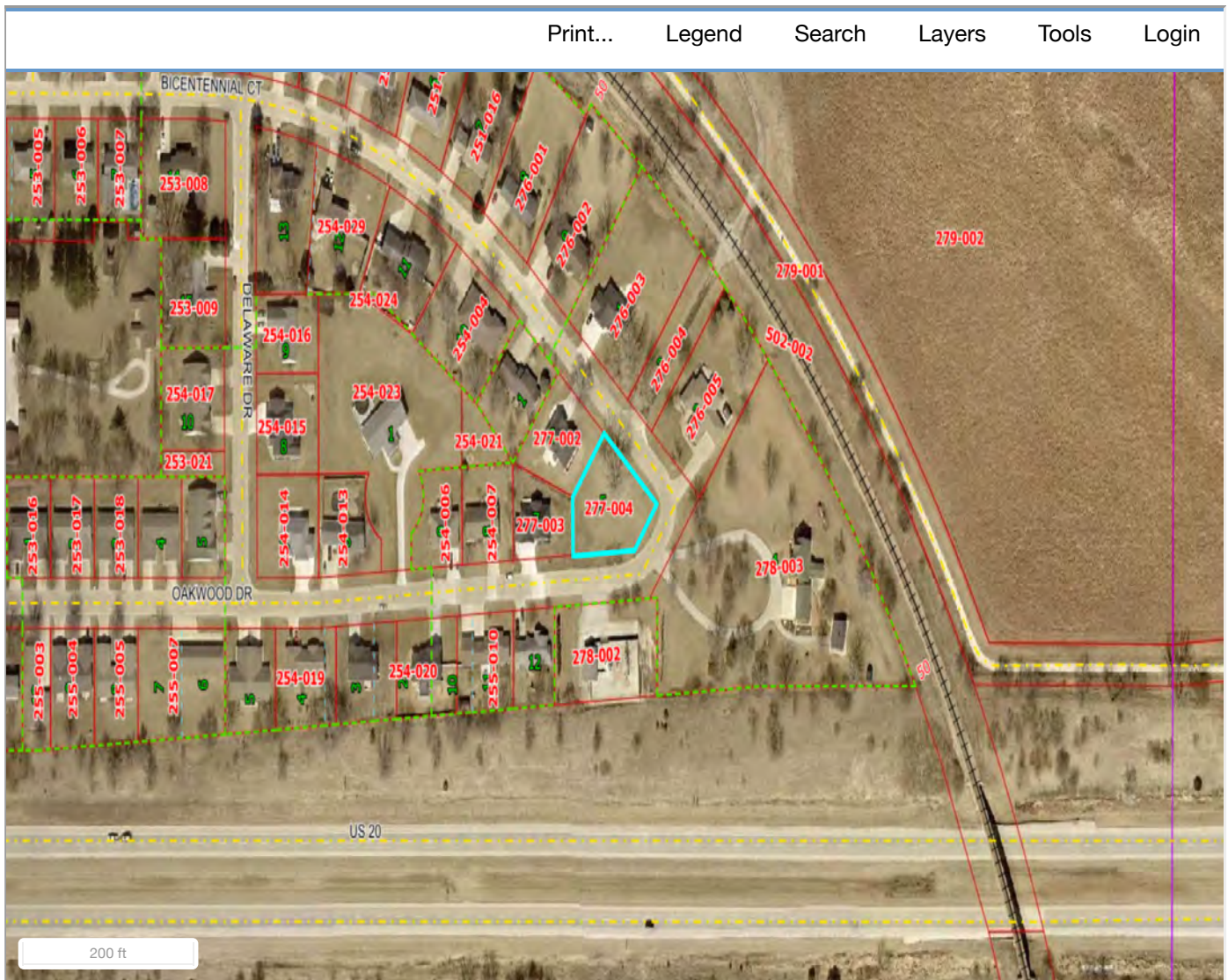
Assessor's lot sizes are for assessment purposes only and may NOT represent actual dimensions. For more accurate, complete data refer to GIS maps, plat maps, or legal documents.

Sale Information

Sale Date	Amount	Non-Useable Transaction Code	Recording
▼ 05/06/2022	\$28,800	2 - Sale to/by Government/Exempt Organization	2022-1161
▼ 01/30/2018	\$0	51 - Children of multi-parcel sale	2018-0318
▼ 05/26/2017	\$0	50 - Other with explanation	2017-1275
▼ 03/31/2014	\$0	1 - Quit Claim Deed	2014-0596
▼ 12/30/2005	\$0	050 - MULTIPLE SALES CODES	054105
▼ 07/17/2000	\$0	050 - MULTIPLE SALES CODES	002166

GIS Map Information

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Pictometry Online





Document 1161

Document 2022 1161 Type 03 001 Pages 2

Date 5/06/2022 Time 10:22 AM

Rec Amt \$12.00 Aud Amt \$5.00

Rev Transfer Tax \$45.60

Rev Stamp# 157 DOV# 159

KIM ANDERSON, RECORDER
HAMILTON COUNTY IOWA

Returned

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

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

Preparer: Joseline L. Greenley, 512 Second Street, PO Box 17, Webster City, IA 50595, Phone: 515-832-5354



WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)

For the consideration of One Dollar and other valuable consideration, Struchen Rentals, LLC, a limited liability company organized and existing under the laws of Iowa, does hereby Convey to City of Webster City, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Hamilton County, Iowa:

Lot 5, Home Fourth Addition in Webster City, Iowa

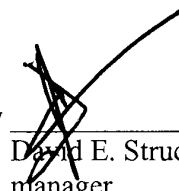
The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: 5/6/22

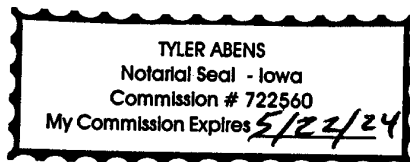
Struchen Rentals, LLC,
an Iowa limited liability company

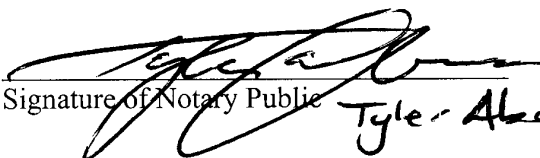
By


David E. Struchen, sole member and
manager

STATE OF Iowa, COUNTY OF Hamilton

This record was acknowledged before me on May 6th, 2022,
by David E. Struchen, as sole member and manager, of Struchen Rentals, LLC a limited liability
company.




Signature of Notary Public Tyler Abens

MEMORANDUM

TO: Mayor and City Council

FROM: Breanne Leshner, Recreation & Public Grounds Director
Biridiana Bishop, Assistant City Manager
Daniel Ortiz-Hernandez, City Manager

DATE: December 4, 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 East Twin Park Splash Pad Project

SUMMARY: The East Twin Park Splash Pad construction project plans and specifications are ready to be sent out for bids. City staff has been working to identify funding opportunities that can supplement the splash pad project currently under design. Staff has been working on a fundraising campaign and pursuit of grants to help offset the total costs associated with the construction and installation of the splash pad project.

PREVIOUS COUNCIL ACTION: The Council approved Amendment No. 25 with Snyder & Associates for the design, engineering and construction management of the splash pad project on February 6, 2023. On August 7, 2023 the City Council authorized the Assistant City Manager to submit an Enhance Iowa CAT Grant application for the splash pad project and to initiate a fundraising campaign. On October 16, 2023 the City Council authorized the Recreation and Public Grounds Director to seek bids for materials associated with the splash pad project, authorizing the splash pad committee to select the best proposal and the mayor to sign and execute the purchase order. On November 6, 2023 the City Council authorized the Mayor to sign and execute agreement No. 24-CAT-002 with the Enhance Iowa Board to receive a \$55,000 grant for the splash pad project.

BACKGROUND/DISCUSSION: In 2019, University of Iowa students completed a Parks and Recreation Master Plan on behalf of the city as part of the Iowa Initiative for Sustainable Communities program. As part of this study, University of Iowa students interviewed 158 residents and stakeholders in the community. During this process, students noted that when surveying the public, a splash pad at East Twin Park was something they consistently heard about and that the City should consider in the future. City Council has received requests for splash pad from citizens in the community over the last several years since then. Due to rise in requests, the City Council established this as one of their top goals during the 2022 Goal Setting Session.

The splash pad project has been under design over the last nine months. The installation of a splash pad will provide a zero-depth interactive water attraction for individuals of all ages and accessibility to utilize. This feature will promote new experiences for kids while engaging their imagination and exploration. A domestic single pass system utilizes water when activated and then routes the water to the sanitary sewer. No chemicals, water testing or bathroom shower regulations are required for this system.

City staff provided the City Council with information on splash pads at a December 2022 city council meeting. On February 6, 2023 the City Council approved an agreement with Snyder & Associates to provide professional engineering services associated with the design and construction management of a splash pad. The proposed location is East Twin Park. A splash pad committee was established that consists of two City Councilmembers, one representative from each of the daycare centers in the community, two resident representatives, and one Parks and Recreation Commission member. The splash pad committee members completed a survey on various features and splash pad sizes. Upon completion of the survey, the information was sent to the consulting engineer for them to consolidate and put together a Request for Proposals for materials.

The splash pad committee met in July to finalize the Request for Proposals. On August 8, 2023 the City Council voted to proceed with the splash pad project. The City has been actively pursuing grants to help off-set the cost of the project and launched a fundraising campaign. The Planning and Zoning Commission approved the splash pad location at their August 14, 2023 meeting.

The splash pad committee will meet on Wednesday, November 29, 2023 to review and select the best suited water component RFP submitted from three contractors. Pricing submitted by the contractors will be valid for sixty days after closing time from receiving proposals.

The splash pad will be a 3,500 s.f. pass-through system with activator switches. The water will only flow when a user has activated the switch. The City will have control over the water feature run times and sequence in which they turn on when activated by users. The splash pad will be located at East Twin Park.

The City selected a Pass-Through System vs. a Recirculating System for the following reasons:

- A pass-through system is more cost effective upfront. A recirculating system would cost an additional \$575,000 to \$675,000 upfront than a pass-through system. The estimate for a pass-through system is \$450,050 vs \$1,025,050 to \$1,125,050 for a recirculating system.
- The pass-through system is simpler to operate and maintain.
- If a recirculation system had been chosen, the water would require chemical and ultra-violet lighting treatment; additional monitoring and water sampling; and regular refilling of the recirculation tank as water is diverted from making it back to the tank by users and evaporation.
- Because of the level of treatment required, there is more risk for diseases if chemicals are not kept up properly.

The Recreation and Public Grounds Director and the Assistant City Manager began fundraising efforts to help offset capital costs associated with the splash pad project in August. In addition to the fundraiser, staff was also authorized to pursue an Enhance Iowa Community Attraction and Tourism Grant. Since August 8, 2023, City staff has received notice of several private contributions from local community businesses. In addition to this, staff successfully secured a \$55,000 grant from the Iowa Economic Development Authority with the contingency to complete fundraising efforts within 90 days of award. Below is a breakdown of the various funds received towards the project to date:

Hamilton County Board of Supervisors - \$40,000

Seneca Foundry, Inc. - \$50,000

Webster City Custom Meats - \$25,000

People's Credit Union - \$5,000

KC Nielsen Ltd. - \$5,000

Private Individual Donations - \$3,750

IEDA CAT Grant - \$55,000

City of Webster City Cost to Date - \$25,037.63

Total Raised to Date plus Dollars Spent: \$208,787.63

Engineer's Cost Opinion: \$448,550

Amount Remaining: \$239,762.37

City staff is also working on preparing a submittal to the Enhance Hamilton County Foundation grant opportunity that is currently open.

The Request for Proposals for construction includes the following:

- Installation of the proposed splash pad equipment that is provided by owner
- Demolition of existing pavement and vegetation, earthwork, sanitary sewer, storm sewer, water service, electrical service, colored PCC pavement, standard PCC pavement, open shade structure, surface restoration and miscellaneous associated work necessary for a complete and operational splash pad.
- Installation of splash pad components per manufacturer's specifications, recommendations and requirements.
- Alternate Option: additional parking stalls and connecting sidewalk.

The proposed project schedule is as follows:

October 17, 2023	Water Component RFP sent out
November 21, 2023	Receive proposal from splash pad manufacturer or representative by 5pm
November 29, 2023	Splash Pad Committee evaluate proposals and make selection
December 4, 2023	City Council Set Public Hearing for Construction Contract Award
December 5, 2023	Issue Notice to Bidders for Construction Contract
January 15, 2024	Public Hearing and Award of Construction Contract
May 1, 2024	Begin Construction
July 30, 2024	Substantial Completion of Construction
August 31, 2024	Full Completion of Construction

FINANCIAL IMPLICATIONS: The engineer's estimate to complete the project, inclusive of design, engineering and construction management is \$448,550. The project was approved as part of the FY 24 budget. The construction costs will be paid for from the project fund. To date staff has raised \$183,750 towards the project. The City of Webster City has invested \$25,037.63 in engineering services. If no additional sponsorships are received, the City will pay \$239,762.37 for the project to be completed.

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 East Twin Park Splash Pad Project.

RESOLUTION NO. 2023 - xxx

**RESOLUTION PROVIDING FOR NOTICE OF HEARING
ON PROPOSED PLANS AND SPECIFICATIONS AND PROPOSED FORM OF CONTRACT
AND ESTIMATE OF COST FOR CONSTRUCTION OF EAST TWIN PARK SPLASH PAD 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 East Twin Park Splash Pad Project, (and is hereinafter referred to as the "Project"), which proposed plans, specifications, 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, 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 amount of the bid security to accompany each bid is hereby fixed at 100% of the amount of the proposal.

Section 3. 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 9th day of January, 2024, for the East Twin Park Splash Pad 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 4. The 15th day of January, 2024, at 6:05 o'clock p.m. at the 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 5. 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 6. 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 4th day of December, 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:

EAST TWIN PARK SPLASH PAD 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 **East Twin Park Splash Pad Project** at its meeting at **6:05 P.M. on January 15th, 2024**, in said City Council Chambers, Webster City Hall, 400 Second Street, Webster City, Iowa 50595.

EAST TWIN PARK SPLASH PAD PROJECT

Project Description - Base Bid

The East Twin Park Splash Pad project includes installation of the proposed splash pad equipment that is provided by the Owner. Also includes demolition of existing pavement and vegetation, earthwork, sanitary sewer, storm sewer, water service, electrical service, colored PCC pavement, standard PCC pavement, open shade structure, surface restoration and miscellaneous associated work necessary for a complete and operational splash pad. Contractor to pick up splash pad components purchased by Owner at Webster City street department building located at 100 E. Ohio St. Webster city, IA 50595. Contractor shall coordinate and install splash pad components per manufacturer's specifications, recommendations and requirements.

Add Alternate No. 1:

Add parking stalls and connecting sidewalk. See plan sheets for additional information.

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 5th day of December, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

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

NOTICE TO BIDDERS

EAST TWIN PARK SPLASH PAD 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 **East Twin Park Splash Pad Project** at its meeting at **6:00 P.M. on the 15th day of January, 2024**, in said City Council Chambers, Webster 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 **9th day of January, 2024**, 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 **9th day of January, 2024**, in said City Council Chambers. Bids will be considered by the City Council at its meeting on the **15th 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 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 **East Twin Park Splash Pad 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., 2727 SW Snyder Blvd., Ankeny, Iowa 50023. You must call 515-964-2020 in advance to reserve a paper copy to be picked up or sent via UPS.

General Nature of the Public Improvement

EAST TWIN PARK SPLASH PAD PROJECT

Project Description - Base Bid

The East Twin Park Splash Pad project includes installation of the proposed splash pad equipment that is provided by the Owner. Also includes demolition of existing pavement and vegetation, earthwork, sanitary sewer, storm sewer, water service, electrical service, colored PCC pavement, standard PCC pavement, open shade structure, surface restoration and miscellaneous associated work necessary for a complete and operational splash pad. Contractor to pick up splash pad components purchased by Owner at Webster City street department building located at 100 E. Ohio St. Webster city, IA 50595. Contractor shall coordinate and install splash pad components per manufacturer's specifications, recommendations and requirements.

Add Alternate No. 1:

Add parking stalls and connecting sidewalk. See plan sheets for additional information.

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 construction start date is Wednesday, May 1, 2024. The Notice to Proceed is anticipated to be issued after satisfactory review of executed bonds, insurance, and contract and the start date. The work shall be diligently worked to completion.

Substantial completion of the project shall be July 30, 2024. The Contractor shall fully complete the project by August 31, 2024. Fully completion includes having a functioning splash pad, all pavements, utilities, 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 Five Hundred Dollars (\$500) per working day shall be applied for each calendar day until the work is fully complete.

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 5th day of December, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Posted on City of Webster City website on the 5th day of **December, 2023**.

Posted at Master Builders of Iowa Plan Room on the 5th day of **December, 2023**

MEMORANDUM

TO: Mayor and City Council

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

DATE: December 4, 2023

RE: Adopt a Resolution Authorizing the Street Department Supervisor to Seek Bids and Proceed with Purchase for a Wheel Loader with a Not to Exceed amount of \$290,000.

SUMMARY: The Webster City Street Department utilizes multiple pieces of heavy equipment on a daily basis to complete projects and daily operations. The Street Department has used two wheel loaders over the past twenty plus years and is one of the most highly used pieces of equipment the City uses.

PREVIOUS COUNCIL ACTION: City Council has seen this in the 2023-2024 Capital Equipment Budget. Street Department earmarked \$290,000 for a Wheel Loader.

BACKGROUND/DISCUSSION: The Street Departments wheel loader that is being replaced is a 2007 John Deere 624J with 8,958 hours on the machine. This wheel loader will be 17 years old. The average lifespan of a wheel loader is 10-15 years or 7,000-12,000 hours. This current machine is having issues with the ride control (hydraulic valves are failing), pins on the loader arm are needing replaced, new tires are needed, and injectors will need replaced within the next 2-3 years. We have spent roughly \$93,000 on this machine over the past 17 years.

Some of the uses this wheel loader will be utilized for include; snow removal, snow blowing, snow loading, grass and tree site maintenance, rotating compost piles, loading dump trucks with material, loading and unloading equipment and materials for multiple departments, hauling material to and from job sites, storm debris cleanup, stacking concrete and asphalt for recycling, and much more.

Ziegler CAT and Murphy Tractor provided an estimate of roughly \$265,000 for a new machine. Murphy Tractor anticipates \$28,000 in trade in value for our 2007 John Deere 624J.

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 seek bids and proceed with purchase for a Wheel Loader with a not to exceed amount of \$290,000.

RESOLUTION NO. 2023 - xxx

RESOLUTION AUTHORIZING THE STREET DEPARTMENT SUPERVISOR TO SEEK BIDS AND PROCEED WITH PURCHASE OF A WHEEL LOADER WITH A NOT TO EXCEED AMOUNT OF \$290,000.

WHEREAS, the City of Webster City is in need of replacing their 2007 John Deere 624J Wheel Loader; and

WHEREAS, the City of Webster City will utilize the new Wheel Loader to plow snow, snow blowing, snow loading, grass and tree site maintenance, rotating compost piles, loading dump trucks with material, loading and unloading equipment and materials for multiple departments, hauling material to and from job sites, storm debris cleanup, stacking concrete and asphalt for recycling, and much more; and

WHEREAS, the City of Webster City wishes to purchase a Wheel Loader with a not to exceed amount of \$290,000; and

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

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

SECTION 1: Authorizes the Street Department Supervisor to seek bids and proceed with purchase of a wheel loader with a not to exceed amount of \$290,000.

Passed and adopted this 4th day of December, 2023.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

BID FOR 2024

Wheel Loader



Brandon Bahrenfuss

Webster City Street Department

Shop 515-832-9123

Cell 515-388-0132

bbahrenfuss@webstercity.com

Specifications		Meets Spec Yes / No
Make / Model		<hr/>
Year 2024		<hr/>
Standard Lift		<hr/>
Engine / Diesel		<hr/>
Oil Sample Ports		<hr/>
Displacement		<hr/>
Rated Gross Power	Minimum 188 hp	<hr/>
Net Rated Power		<hr/>
Net Peak Torque		<hr/>
Gross Peak Torque		<hr/>
Fuel System	High Pressure Common Rail	<hr/>
Lube System	Full-Flow Spin on & Integral Cooler	<hr/>
Aspiration	Turbocharged, Charge Air Cooled	<hr/>
Electric System	24 Volt 115 Amp Alternator	<hr/>
Auto Idle Shutdown		<hr/>
Transmission	Countershaft-type Power Shift	<hr/>
Auto Differential Lock in the Front Axle		<hr/>
Torque Convertor	Single Stage, Single Phase	<hr/>
Shift Control	Electronically Modulated, Adaptive, and Speed Dependent	<hr/>
Operator interface	Joystick Mounted F-N-R & Gear Select, Kick Down, and Return to Load	<hr/>
Speeds Forward	Phase 1	<hr/>
	Phase 2	<hr/>
	Phase 3	<hr/>
	Phase 4	<hr/>
Axles	Front Fixed / Locking Differential	<hr/>

Parking Brake	Electric,hydraulic	_____
Tire Pressure Monitoring		_____
Back up Alarm		_____
Tires	20.5 R25	_____
Fuel Tank	Minimum 50 Gallons	_____
Cooling System		_____
Def Tank	Minimum 5 Gallons	_____
Hydraulic Syst. Including Tank	Please List, Gallons	_____
Hydraulic Tank	Please List Size, Gallons	_____
Hydraulic Cycle Times	Raise (ground level to max lift) Max 5.5 sec	_____
	Dump (at max lift height) Max 1.5 sec	_____
	Float Down (max lift to ground level) Max 3 sec	_____
	Total Cycle Time Max 10 sec	_____
Hydraulic Response Setting	Fast, Medium, Slow	_____
Programable Joystick		_____
Adjustable armrest, elbow height for different operators		_____
Load Sensing hydraulics and Steering		_____
Steering Articulation Angle	Minimum 40 degrees	_____
Steering Wheel	Tilt and Telescopic	_____
Number of steering wheel turns (full right to full left) Max 3.5 turns		_____
Hydraulic Site Gauge		_____
Hydraulic Response Settings		_____
Automatic Lift and Bucket Kickouts		_____
Hydraulic SOS Ports		_____
Hydraulic connection available on loader arm, third function with hoses and threaded fittings ready (used for grappler bucket and snow blow)		_____
Creep Control (adjust ground speed torque)		_____
Reversing Fan		_____

Recovery Hitch with Pin		_____
3.75-4 Cubic Yard Bucket	With Bolt on Cutting Edges, Must be JRB 416 compatible quick attachment	_____
Height, Ground to Top of Cab	Please List	_____
Height, Ground Clearance	Please List	_____
Overall length with Bucket	Please List	_____
Width of Machine over tires	Please List	_____
Wheel Base	Please List	_____
Max Height Bucket Pin	Please List	_____
Max Clearance, Bucket at 45 degrees		_____
Max Dump Reach, Bucket at 45 degrees		_____
Max Dig Depth	4 inches	_____
Rack Angle at Full Lift	Please List	_____
Dump Angle at Full Lift	Please List	_____
Bucket Width	Please List	_____
Breakout Force	Minimum 29,000 LB	_____
Tipping Load, Straight	Minimum 25,000 LB	_____
Tipping Load, Full Turn	Minimum 21,750 LB	_____
Operating Weight	35,500 LB	_____
Articulation Angle	Minimum 40 Degrees each Direction	_____
Turning Radios Inside of Tires	Please List	_____
Tipping Load (straight)	Minimum 25,500 lbs.	_____
Tipping Load (full turn)	21,500 lbs.	_____
Fully Enclosed ROPS/FOPS CAB (pressurized and sound suppressed)		_____
Automatic Temperature Controlled		_____
Ground Level Cab Door Release		_____
Windshield Access Step		_____
Push Button Start		_____
Touch Screen Display Monitor		_____

Jog Dial to Navigate display and Make Changes	_____
Rear view camera shown in display screen for safety	_____
Rear Window Defrost	_____
Radio with Bluetooth capabilities	_____
Cab Standard	_____
Digital Ground Speedometer with Direction Indicator	_____
Preventative Maintenance Reminders	_____
High Back Deluxe Seat with Air Ride	_____
Tilt and Telescoping Steering Wheel	_____
Tinted Glass	_____
Storage area for chain/Tools	_____
Wet Arm Wiper/Washer, 2 Speed and Intermediate (front)	_____
Wet Arm Wiper/Washer (rear)	_____
Gauges	_____
Digital Hour, Odometer, and Tachometer	_____
Engine Coolant Gauge	_____
Fuel and DEF Fluid Level Indicator	_____
Hydraulic Oil Temperature Gauge	_____
Lockable Cab and Compartments	_____
Remote Mounted Lubrication Points	_____
Hydraulic Control Lockout	_____
Belly and Transmission Protection Shields	_____
Sun Visor for Front and Rear Window	_____
Rear View Mirror	_____
Access Enclosure Doors with Adjustable Close/Open Force	_____
LED Light Package (work, stop, turn)	_____
Emergence Shutdown Switch	_____
Resettable Main and Critical Function Breakers	_____
Four Fenders with Full Extension (includes mud flaps)	_____

Ride Control	_____
Warning Strobe, LED Amber (flashing lights on side of each arm, 2 on front and 2 on rear of cab, and 2 on rear of wheel loader)	_____
Horn	_____
Automatic Lubrication System / Grease Zerk Bank	_____
Payload Scale/Technology built into display screen	_____
5 Year 5,000 Hour Full Machine Warranty	_____
Rear object detection	_____
360 safety camera with Multi-View Screen for Operator Safety	_____
Automatic controlled stop when operator leaves the seat (safety feature)	_____
Shipping and Delivery Included	_____
Lead time	Please List _____

We will be trading in our current 2007 John Deere 624J Wheel Loader with bucket as part of the bid. If you would like to look at the John Deere being traded, please feel free to contact Brandon Bahrenfuss at 515-388-0132 or stop by the Street Department at 100 East Ohio St, Webster City Iowa. Photos are attached.

Total Price of 2024 Wheel Loader	_____
Trade Value for 2007 John Deere 624J	_____
Total Price with Trade	_____

This machine must be equipped and ready for use at time of delivery (assembled).

The City of Webster City reserves the right to waive compliance on minor technicalities on this specification: to reject any or all bids and to accept any bid which, in the opinion of the City, is in the best interest of the City.

If vendor is unable to deliver the completed unit with-in the 60 days of original delivery date, the City of Webster City reserves the right to cancel our order with no fees or penalty to the City of Webster City. Confirm delivery date to City of Webster City when PO is issued.

Please list any additional options that we should consider:

Delivery date once bid is awarded

Bidders Name (printed)

Bidders Signature

Company Name

Address

City

State

Zip Code

Phone Numbers

Email address

Hours – 8,958









