



AGENDA
City Hall Council Chambers - Webster City, Iowa
March 4, 2024 - 6:00 p.m.

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

Meeting ID 832 9574 0385

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

CALL TO ORDER

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 February 19, 2024
- b. [RESOLUTION](#) on [PAYROLL](#) for pay period ending February 24, 2024 and paid on March 1, 2024
- c. [RESOLUTION](#) on [BILLS](#) Approve [FUND LIST](#)
- d. Council Committee Reports
- e. Other reports and recommendations

3. GENERAL AGENDA

- a. [COUNCIL MEMORANDUM](#) Discuss/Motion on Webster City Community Theatre request on sidewalk replacement on corner of Willson Avenue and Bank Street. [QUOTE](#)

- b. [RESOLUTION](#) Directing Publication of Gross Wage Salaries for Full Time and Part Time City Employees for the Calendar Year 2023.

City Council Meeting Agenda, March 4, 2024

- c. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) accepting permanent easements from the owners of 609 Oak Park Drive and 605 Parkway Drive in connection with Electrical Underground Conversion. [HASSEBROCK](#) [MAIN](#)
- d. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) relating to the financing of proposed projects to be undertaken by the City of Webster City, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code.
- e. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) approving Change Order No. 4.2, accepting the completion of the Water Treatment Facility Improvements Project and authorizing Final Payment (Pay Applications #9 & #11) of \$78,488.15 for work completed, including retainage amount of \$34,430.70, to Peterson Construction, Webster City, Iowa. [ENGR LTR](#) [CO 4.2](#) [PAY APP 9](#) [PAY APP 11](#) [PROJECT HISTORY](#)
- f. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Mayor to sign and execute Change Order No. 5 with Peterson Construction for the Wilson Brewer Courthouse Structural Improvement Project. [CO #5](#)
- g. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Mayor to sign and execute Change Order No. 4 for the Lincoln Drive Reconstruction Project. [CO #4](#)
- h. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the City Manager to sign and execute a Purchase Agreement for the purchase of property located at 547 Second Street and 612 Willson Avenue, Webster City, Iowa, in the Amount of \$10,000.00. [AGREEMENT](#)
- i. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) setting time and place for a Public Hearing pertaining to the disposal of City-Owned Property in Brewer Creek Estates 6th Addition. (March 18 - 6:05 p.m.) [NOTICE](#) [AGREEMENT](#) (Lots 11, 12, 13, 14, 15 & 16) (Ridge)
- j. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) setting time and place for a Public Hearing pertaining to the disposal of City-Owned property in Brewer Creek Estates 6th Addition. (March 18 - 6:05 p.m.) [NOTICE](#) [AGREEMENT](#) (Lots 21, 22, 23 & 24) (Green Stream)
- k. [COUNCIL MEMORANDUM](#) Motion changing Public Availability to Zoom City Council Meetings.

4. OTHER ITEMS SENT TO COUNCIL

- a. City Attorney [REPORT/UPDATE](#) 2-28-24

5. ADJOURN

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

CITY COUNCIL MEETING MINUTES
Webster City, Iowa February 19, 2024 – 6:00 p.m.

The City Council met in regular session at the City Hall, Webster City, Iowa at 6:00 p.m. on February 19, 2024 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 the following Council Members: Abbie Hansen, Megan McFarland, Matt McKinney and Logan Welch.

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

It was moved by Hansen and seconded by McFarland to approve the agenda.
ROLL CALL: Hansen, Hawkins, McFarland, McKinney and Welch voting aye.

Mayor John Hawkins led the Pledge of Allegiance.

PETITIONS- COMMUNICATIONS- REQUESTS

Following the motion to meet in Closed Session, Jim Arnold, 519 Boone Street, addressed Council in regard to the nuisance adjacent to his property.

PUBLIC INFORMATION

None brought forth.

MINUTES AND CLAIMS

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

- a. That the meeting minutes of February 5, 2024 be approved.
- b. That Resolution No. 2024-025 approving Payroll for the period ending February 10, 2024 and paid on February 16, 2024 in the amount of \$186,169.22 be passed and adopted.
- c. That Resolution No. 2024-026 approving bills paid in the amount of \$451,632.64 be passed and adopted and the Fund List be approved.
- d. That the City Manager Reports for January 2024 be accepted and placed on file.
- e. That the Police Department Activity and Citations by Approach Reports for January 2024 be accepted and placed on file.
- f. That the Fire Department Report for January 2024 be accepted and placed on file.
- g. That the Hamilton County Solid Waste Commission Meeting Agenda Packet for February 14, 2024 be accepted and placed on file.
- h. Council Committee Reports – None brought forth
- i. Other reports and recommendations – None brought forth.

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

GENERAL AGENDA

a. Anna Woodward, Chamber of Commerce Director, presented the Chamber Annual Report to the Council which included the following: 2023 Year in Review, Chamber Highlights, Tourism Initiatives, Event Recap and Volunteer Impact.

b. It was moved by McFarland and seconded by Hansen that Resolution No. 2024-027 approving Police Department Work Agreement for 2024-2027 and Approving the Execution of same by the City Manager be passed and adopted.

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

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c. It was moved by Welch and seconded by McKinney that Resolution No. 2024-028 authorizing the Mayor to execute the Release of Temporary Construction Easement previously recorded as Instrument Number 023807 located in Lot 9 of Gourleys Minor Subdivision be passed and adopted.

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

d. It was moved by Hansen and seconded by McFarland that Resolution No. 2024-029 authorizing the Community Development Director to seek Bids for Demolition of an Unsafe Property acquired and authorizing the Interim City Manager to sign and execute an Agreement with the Lowest Responsible Bidder in an amount not to exceed \$25,000 be passed and adopted.

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

e. It was moved by Hansen and seconded by McKinney that Resolution No. 2024-030 authorizing the City Manager to execute a Letter of Agreement between Corn Belt Power Cooperative and the City of Webster City, Iowa and North Iowa Municipal Electric Cooperative Association (NIMECA) be passed and adopted.

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

Greg Fritz of NIMECA was present and spoke on aspects of the agreement.

PUBLIC HEARING – 6:05 p.m.

f. February 19, 2024, held at 6:50 p.m. in Council Chambers at City Hall, 400 Second Street, 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 to purchase Three 69 kV Circuit Breakers needed for the Reisner Substation, the same was held. No written objections were received and no oral objections were presented.

It was moved by McKinney and seconded by Hansen that Resolution No. 2024-031 approving and confirming Plans and Specifications, Form of Contract and Estimate of Cost for the purchase of Three 69 kV Circuit Breakers needed for the Reisner Substation and authorizing the execution of a Purchase Order and Contract for the purchase of Three 69 kV Circuit Breakers from Dakota Supply Group, Sioux Falls, South Dakota in the amount of \$292,146.40 be passed and adopted.

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

In regard to Agenda Items e and f, Interim City Manager John Harrenstein and Finance Director Dodie Wolfram presented financial aspects of the Reisner Substation and transmission lines as well as other Capital Improvement Projects for the Electric Utility.

CLOSED SESSION

It was moved by Hansen and seconded by Welch that the Council meet in Closed Session to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property according to Iowa Code 21.3.j.

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

Council went out of Open Session at 6:54 p.m.

Council took a short recess

Council went into Closed Session at 7:00 p.m.

Council returned to Open Session at 7:46 p.m.

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

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

The February 19, 2024 Regular City Council Meeting stood adjourned at 7:47 p.m.

RESOLUTION NO. 2024 - xxx

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

That the payroll for the 80-hour period ending February 24, 2024 and paid on March 1, 2024 aggregating the sum of \$189,777.89 herewith presented, be and the same is hereby approved.

Passed and adopted this 4th day of March, 2024.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Employee Number	Name	Total Gross Amount	Total Gross Hours	3-01 OT no pen Emp Amt	4-00 OT pension Emp Amt	5-01 DBL OT np Emp Amt	6-00 DBL OT pen Emp Amt	23-01 OTHER pen Emp Amt	24-00 OTHER np Emp Amt	85-00 NET PAY Emp Amt	86-00 DIRECT DEP Emp Amt
11195	HANSEN, ABIGAIL J.	100.00	.00	.00	.00	.00	.00	100.00	.00	92.26	.00
11183	HAWKINS, JOHN C.	120.00	.00	.00	.00	.00	.00	120.00	.00	.00	110.71
11190	MC FARLAND, MEGAN E.	100.00	.00	.00	.00	.00	.00	100.00	.00	.00	92.35
11184	MCKINNEY, MATTHEW L.	100.00	.00	.00	.00	.00	.00	100.00	.00	.00	92.26
11185	WELCH, LOGAN A.	100.00	.00	.00	.00	.00	.00	100.00	.00	.00	92.26
Total CITY COUNCIL:											
		5	520.00	.00	.00	.00	.00	520.00	.00	92.26	387.58
60722	CHELESVIG, BETH A.	3,244.80	80.00	.00	.00	.00	.00	.00	.00	.00	2,177.51
61245	DINSDALE, ASHLEY J.	1,941.63	80.00	.00	.00	.00	.00	.00	.00	.00	1,282.47
20036	HARRENSTEIN, JOHN	6,403.85	80.00	.00	.00	.00	.00	.00	250.00	.00	4,720.62
60003	SMITH, ELIZABETH A.	2,283.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,603.75
Total CITY MANAGER:											
		4	13,873.48	.00	.00	.00	.00	.00	250.00	.00	9,784.35
30980	STRONER, BRIAN M.	2,935.24	80.00	.00	.00	.00	.00	.00	.00	.00	2,096.38
Total ENVIRONMENTAL/SAFETY:											
		1	2,935.24	.00	.00	.00	.00	.00	.00	.00	2,096.38
61164	BONJOUR, KARYL K.	2,351.59	80.00	.00	.00	.00	.00	14.80	.00	.00	1,584.51
61238	HAGLUND, DENISE D.	1,733.58	80.00	.00	.00	.00	.00	.00	.00	.00	1,214.93
61241	JOHNSON, LAURA A.	1,603.21	80.00	.00	.00	.00	.00	.00	.00	.00	1,134.66
61190	NERLAND, DEDRA R.	2,221.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,521.87
61163	PEVESTORF, ELIZABETH J.	2,096.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,576.75
61258	QUINTEROS, KAILEE L.	760.00	40.00	.00	.00	.00	.00	.00	.00	.00	616.56
30329	WOLFGRAM, DOREEN A.	3,244.79	80.00	.00	.00	.00	.00	.00	.00	.00	2,298.21
Total FINANCE OFFICE:											
		7	14,011.57	.00	.00	.00	.00	14.80	.00	.00	9,947.49
41502	CAMPBELL, AARON M.	20.00	.00	.00	.00	.00	.00	20.00	.00	.00	18.47
40857	DOOLITTLE, KENDALL J.	120.00	.00	.00	.00	.00	.00	120.00	.00	103.37	.00
41263	ESTLUND, JEROMY J.	2,591.68	112.00	.00	.00	.00	.00	.00	.00	.00	1,894.70
41395	FEICKERT, DAKOTA L.	120.00	.00	.00	.00	.00	.00	120.00	.00	.00	103.37
41038	FERGUSON, WILLIAM M.	80.00	.00	.00	.00	.00	.00	80.00	.00	73.88	.00
41300	FOX, JEFFREY A.	630.00	40.00	.00	.00	.00	.00	30.00	.00	.00	505.67
41530	HANSON, CONNER	40.00	.00	.00	.00	.00	.00	40.00	.00	36.94	.00
40971	HAYES, BRANDON W.	2,688.70	115.00	.00	.00	.00	.00	.00	.00	.00	1,964.56
41445	HAYES, HARRISON W.	435.00	15.00	.00	.00	.00	.00	210.00	.00	374.71	.00
41441	HAYES, HUNTER W.	210.00	.00	.00	.00	.00	.00	210.00	.00	.00	180.89
40031	HOLST, RONALD W	120.00	.00	.00	.00	.00	.00	120.00	.00	103.37	.00
41192	JESSEN, PHILLIP N.	540.00	24.00	.00	.00	.00	.00	180.00	.00	397.59	.00
41460	LEHMAN, MICHEAL L.	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	21.94
41200	MADSEN, TODD M	154.00	.00	.00	.00	.00	.00	154.00	.00	.00	132.66
41515	SCHWERING, DREW M.	40.00	.00	.00	.00	.00	.00	40.00	.00	.00	36.94
41219	SOWLE JR., ANDREW W.	2,669.15	115.00	.00	.00	.00	.00	.00	.00	.00	1,777.75
41485	STALEY, AMANDA L.	80.00	.00	.00	.00	.00	.00	80.00	.00	.00	73.88
41400	STANSFIELD, CHARLES T.	3,212.80	80.00	.00	.00	.00	.00	3.20	.00	.00	2,212.27
41029	STEWART, EARL L	120.00	.00	.00	.00	.00	.00	120.00	.00	.00	110.82
41088	TOLLE, PAUL A.	88.00	.00	.00	.00	.00	.00	88.00	.00	75.80	.00
41540	WAGNER, JORDAN J.	80.00	.00	.00	.00	.00	.00	80.00	.00	.00	73.88
41216	WEINSCHENK, KENRIC J	132.00	.00	.00	.00	.00	.00	132.00	.00	.00	121.91
41213	WILLIAMS, ZACHARY W.	132.00	.00	.00	.00	.00	.00	132.00	.00	.00	113.71

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
40815	WILLS, DON H.	132.00	.00	.00	.00	.00	.00	132.00	.00	106.91	.00
41340	YOUNGDALE, COLE C.	20.00	.00	.00	.00	.00	.00	20.00	.00	18.47	.00
41270	ZEHNER, DONALD F.	110.00	.00	.00	.00	.00	.00	110.00	.00	.00	101.58
Total FIRE DEPARTMENT:											
		26	14,605.33	501.00	.00	.00	.00	2,261.20	.00	1,291.04	9,445.00
61240	WINTER, KIRBY L.	4,089.61	80.00	.00	.00	.00	.00	.00	20.00	.00	2,875.34
Total INFORMATION SYSTEMS:											
		1	4,089.61	80.00	.00	.00	.00	.00	20.00	.00	2,875.34
31210	BARNES, DERRICK S.	3,812.90	90.00	.00	125.70	.00	.00	.00	.00	.00	2,637.47
31185	CASEY, DANA R.	3,372.01	80.00	.00	.00	.00	.00	.00	.00	.00	2,209.54
31190	DAYTON, BRYAN K.	3,344.00	80.00	.00	.00	.00	.00	.00	.00	.00	2,300.95
30678	DICKINSON, ADAM L.	3,990.40	80.00	.00	.00	.00	.00	.00	.00	.00	2,748.73
31230	MC COLLOUGH, DOUGLAS J.	3,346.43	80.00	.00	.00	.00	.00	.00	.00	.00	2,365.34
31184	MOURTON, RUSSELL E.	3,373.63	80.00	.00	.00	.00	.00	.00	.00	.00	1,982.15
31240	NEWMAN, BRADY N.	2,389.61	80.00	.00	.00	.00	.00	.00	.00	.00	1,761.56
31186	ORTON, RYAN D.	3,628.80	80.00	.00	.00	.00	.00	.00	.00	.00	2,394.91
30918	PARKHILL, MARTY E.	3,642.42	80.00	.00	.00	.00	.00	.00	.00	.00	2,534.81
Total LINE DEPARTMENT:											
		9	30,900.20	730.00	.00	125.70	.00	.00	.00	.00	20,935.46
30976	MADSEN, TODD M.	1,847.22	80.00	.00	.00	.00	.00	.00	.00	.00	1,362.11
31188	PASCHKE, RODNEY A.	1,782.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,210.77
Total METER DEPARTMENT:											
		2	3,629.62	160.00	.00	.00	.00	.00	.00	.00	2,572.88
61250	BERTRAN, ARIEL L.	2,694.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,897.90
Total PLANNING/ZONING:											
		1	2,694.40	80.00	.00	.00	.00	.00	.00	.00	1,897.90
41169	CLARK, TERRI L.	1,542.85	80.50	.00	14.33	.00	.00	.00	.00	.00	1,153.08
41480	DILLEY, JEAN M.	1,633.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,109.78
41543	GAFKJEN, MADISON N.	1,705.60	80.00	.00	.00	.00	.00	88.80	.00	.00	1,291.71
41544	HUNTER, EMMA M.	1,551.33	80.00	.00	.00	.00	.00	.00	.00	.00	1,194.44
41390	NOWELL, TANNER J.	2,217.58	80.00	.00	.00	.00	.00	.00	.00	.00	1,601.35
41475	RUSH, DEBORAH G.	1,905.75	80.00	.00	.00	.00	.00	.00	.00	.00	1,327.51
41510	WHITEHILL, AUDRIANA G.	1,628.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,147.15
Total POLICE DEPARTMENT-D:											
		7	12,185.51	560.50	.00	14.33	.00	.00	88.80	.00	8,825.02
41430	BASINGER, RYAN A.	2,618.69	84.00	.00	.00	.00	.00	.00	.00	.00	1,924.89
41535	HOLCOMBE, IAN J.	2,892.64	97.00	542.88	.00	.00	.00	.00	.00	.00	1,969.06
41191	HOUGE, CLINTON J.	3,962.67	109.50	1,213.29	.00	.00	.00	.00	.00	.00	2,807.57
41453	LEHMAN, MICHEAL L.	3,196.76	94.00	.00	.00	609.80	.00	.00	.00	.00	2,328.12
41230	MCKINLEY, ERIC K.	2,889.96	84.00	.00	.00	.00	.00	.00	.00	.00	2,125.72
41110	MORK, SHILOH B.	3,637.61	80.00	.00	.00	.00	.00	.00	.00	.00	2,458.91
41471	MOURLAM, DALTON G.	2,509.16	84.00	.00	.00	.00	.00	.00	.00	.00	1,804.26
41225	PRITCHARD, BRANDON D.	2,836.28	98.00	.00	.00	.00	.00	.00	.00	.00	2,027.12
41426	ROSE, DYLAN M.	2,572.64	84.00	.00	.00	.00	.00	.00	.00	.00	1,733.70

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
41537	STURM, CIARA L.	1,994.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,625.15
41450	THUMMA, STEVEN L.	2,627.10	85.00	45.74	.00	.00	.00	.00	.00	.00	1,616.22
41495	WATKINS, MARK D.	3,212.46	96.00	563.94	.00	.00	.00	.00	.00	.00	2,381.41
Total POLICE DEPARTMENT-O:											
		12	34,950.37	1,075.50	2,365.85	.00	609.80	.00	.00	.00	24,802.13
81776	MEYERS, STEVEN R.	1,720.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,312.12
51195	RODEN, JACOB J.	2,144.00	80.00	.00	.00	.00	.00	3.20	.00	.00	1,492.45
Total PUBLIC GROUNDS:											
		2	3,864.00	160.00	.00	.00	.00	3.20	.00	.00	2,804.57
61255	DRUBE, DERRICK DANIEL	2,121.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,517.50
81745	KEANE, ROSS M.	680.00	40.00	.00	.00	.00	.00	.00	.00	.00	576.64
Total PUBLIC WORKS:											
		2	2,801.60	120.00	.00	.00	.00	.00	.00	.00	2,094.14
81763	BAHRENFUSS, BREANNA LEE	26.00	2.00	.00	.00	.00	.00	.00	.00	.00	24.01
81750	BEAULIEU, ADDYSON JOY	55.13	4.50	.00	.00	.00	.00	.00	.00	50.91	.00
81653	BINDER, MEREDITH K.	535.19	38.50	.00	.00	.00	.00	.00	.00	.00	460.59
81726	BINDER, RILEY K.	134.75	11.00	.00	.00	.00	.00	.00	.00	.00	124.45
81743	DINSDALE, SOPHIE J.	466.50	36.75	.00	.00	.00	.00	.00	.00	.00	430.82
81746	GALLENTINE, OLIVIA M.	147.00	12.00	.00	.00	.00	.00	.00	.00	135.76	.00
70107	GLASCOCK, MARK A.	1,999.27	83.00	.00	106.47	.00	.00	.00	.00	.00	1,346.63
81774	GRAMBLIN, ELIZABETH A.	108.00	9.00	.00	.00	.00	.00	.00	.00	.00	99.73
81772	HANSEN, MIA A.	86.25	6.75	.00	.00	.00	.00	.00	.00	79.65	.00
81753	HEDEEN, MARISSA KAY	29.25	2.25	.00	.00	.00	.00	.00	.00	.00	22.02
81667	LAMB, MITCHELL S.	632.75	49.75	.00	.00	.00	.00	.00	.00	.00	480.41
70975	LESHER, BREANNE M.	3,131.20	80.00	.00	.00	.00	.00	.00	.00	.00	2,178.98
81651	LINDSTROM, SARAH J.	220.50	18.00	.00	.00	.00	.00	.00	.00	.00	189.76
81760	MILLER, COLE D.	45.00	4.00	.00	.00	.00	.00	.00	.00	.00	41.56
81689	NELSEN, DENISE L.	947.76	54.50	.00	.00	.00	.00	.00	.00	.00	774.53
81754	ORTON, ADDILYN LASHAE	107.50	8.50	.00	.00	.00	.00	.00	.00	.00	94.27
81742	OUIVERSON, ERIN A.	65.00	5.00	.00	.00	.00	.00	.00	.00	.00	60.03
81771	PETERSON, ELLIE	52.00	4.00	.00	.00	.00	.00	.00	.00	.00	48.03
31195	PETERSON, RICK E.	1,984.54	82.00	.00	71.73	.00	.00	.00	.00	.00	1,416.59
81665	PRUISMANN, LINDA A.	712.99	41.00	.00	.00	.00	.00	.00	.00	.00	564.85
81470	SPELLMEYER, WILLIAM C.	364.50	25.00	.00	.00	.00	.00	.00	.00	288.68	.00
Total RECREATION:											
		21	11,851.08	577.50	.00	178.20	.00	.00	.00	555.00	8,357.26
51187	BAHRENFUSS, BRANDON D.	3,478.95	92.00	.00	222.07	.00	.00	.00	.00	.00	2,445.12
51210	DANIELS, JACOB S.	2,144.27	81.00	.00	39.47	.00	.00	.00	.00	.00	1,501.99
51225	JONDAL, KOOPER M.	2,040.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,522.96
51220	KLIEGL, SHAWN A.	2,166.57	87.00	.00	251.37	.00	.00	.00	.00	.00	1,546.32
51190	RATCLIFF, BRETT D.	2,216.81	80.00	.00	.00	.00	.00	.00	.00	.00	1,540.73
51230	SCHUEERMANN, RILEE C.	2,040.00	80.00	.00	.00	.00	.00	.00	.00	.00	1,459.63
51184	WILLIAMS, ZACHARY W.	2,439.20	80.00	.00	.00	.00	.00	.00	.00	.00	1,700.91
Total STREET DEPARTMENT:											
		7	16,525.80	580.00	.00	512.91	.00	.00	.00	.00	11,717.66
30772	DINGMAN, CHAD M.	2,681.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,968.69

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
30977	JACKSON, JEFFREY S.	2,081.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,485.47
31179	WEST, JOHN A.	2,443.76	88.00	.00	.00	.00	.00	.00	.00	.00	1,850.88
Total WASTEWATER:											
		3	7,206.96	248.00	.00	.00	.00	.00	.00	.00	5,305.04
31189	CHAMBERS, TODD A.	2,800.32	90.00	.00	92.16	.00	.00	4.80	.00	.00	1,874.08
31220	FARWELL, GREGORY A.	2,413.60	80.00	.00	.00	.00	.00	.00	.00	.00	1,720.15
31215	KNOWLES, NICHOLAS A.	3,616.00	80.00	.00	.00	.00	.00	.00	.00	.00	2,304.96
31245	NELSON, BENJAMIN J.	2,224.80	80.00	.00	.00	.00	.00	.00	.00	.00	1,605.67
31225	PARKER, LOGAN M.	2,078.40	80.00	.00	.00	.00	.00	.00	.00	.00	1,447.09
Total WATER PLANT:											
		5	13,133.12	410.00	.00	92.16	.00	.00	4.80	.00	8,951.95
Grand Totals:											
		115	189,777.89	6,202.50	2,365.85	923.30	609.80	.00	2,892.80	270.00	1,938.30

RESOLUTION NO. 2024 - 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 \$3,754,287.83 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 March, 2024.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
CARD SERVICES (140)							
0001 02/01/2	1	Invoice	TELECOMMUNICATOR TRNG EXP/HUNTER	02/01/2024	274.81	08/24	100-21-21-5180-231
0001 02/01/2	2	Invoice	POSTAGE/CERTIFIED	02/01/2024	9.25	08/24	100-21-21-5110-221
Total 0001 02/01/2024:					284.06		
6555 02/01/2	1	Invoice	MEAL EXP/MTG IN DES MOINES	02/01/2024	17.53	08/24	100-21-21-5110-318
6555 02/01/2	2	Invoice	REPLACEMENT PARTS/REVOLVER #686	02/01/2024	175.20	08/24	100-21-21-5110-318
6555 02/01/2	3	Invoice	HOLSTER FOR SIG P365	02/01/2024	84.32	08/24	100-21-21-5110-312
6555 02/01/2	4	Invoice	HOLSTER/ACCESSORIES FOR PD P320	02/01/2024	132.76	08/24	100-21-21-5110-312
6555 02/01/2	5	Invoice	MAGS FOR PD P320	02/01/2024	170.44	08/24	100-21-21-5110-318
6555 02/01/2	6	Invoice	TOOLS TO REPLACE BARREL PD 686	02/01/2024	174.12	08/24	100-21-21-5110-318
Total 6555 02/01/24:					754.37		
Total CARD SERVICES (140):					1,038.43		
CRAWFORD, KELSEY (7884)							
022724	1	Invoice	REFUND-BLDG PERMIT	02/27/2024	32.00	08/24	100-13-18-4190-445
Total 022724:					32.00		
Total CRAWFORD, KELSEY (7884):					32.00		
STEW HANSEN DODGE CITY (3597)							
173292	1	Invoice	2023 RAM 1500 4WD CREW CAB SSV	01/03/2024	37,685.00	08/24	100-21-21-5110-515
173292	2	Invoice	2023 DODGE CHARGER	01/03/2024	29,050.00	08/24	100-21-21-5110-515
Total 173292:					66,735.00		
Total STEW HANSEN DODGE CITY (3597):					66,735.00		
T-MOBILE (7288)							
973411563 0	1	Invoice	PHONE SVC/INSPECTION	01/21/2024	25.80	08/24	100-21-18-5190-230
973411563 0	2	Invoice	PHONE SVC/PD CAR PHONES	01/21/2024	154.80	08/24	100-21-21-5110-230
973411563 0	3	Invoice	PHONE SVC/INVESTIGATOR	01/21/2024	33.47	08/24	100-21-21-5110-230
973411563 0	4	Invoice	TABLET-BASINGER/MORK-NUISANCES	01/21/2024	52.52	08/24	100-21-18-5190-230
973411563 0	5	Invoice	TOUGHBOOKS	01/21/2024	194.33	08/24	100-21-21-5110-230
973411563 0	6	Invoice	ST DEPT (LOCATES)	01/21/2024	10.69	08/24	204-23-30-5310-230
973411563 0	7	Invoice	ST DEPT (LOCATES)	01/21/2024	10.68	08/24	602-23-62-5662-230
973411563 0	8	Invoice	HOT SPOT - BETH	01/21/2024	6.23	08/24	100-24-12-5430-230
973411563 0	9	Invoice	HOT SPOT - BETH	01/21/2024	17.13	08/24	601-23-81-5921-230
973411563 0	10	Invoice	HOT SPOT - BETH	01/21/2024	3.90	08/24	602-23-81-5921-230
973411563 0	11	Invoice	HOT SPOT - BETH	01/21/2024	3.89	08/24	603-23-81-5921-230
Total 973411563 01/21/24:					513.44		
974816802 0	1	Invoice	PHONE SVC/ORTON	01/21/2024	14.99	08/24	601-23-52-5588-230
974816802 0	2	Invoice	PHONE SVC/ORTON	01/21/2024	14.99	08/24	601-23-51-5566-230
974816802 0	3	Invoice	PHONE SVC/ARIEL	01/21/2024	46.16	08/24	100-24-18-5470-230
974816802 0	4	Invoice	PHONE SVC/BRANDON	01/21/2024	40.20	08/24	204-23-30-5310-230
974816802 0	5	Invoice	PHONE SVC/BREANNE	01/21/2024	15.39	08/24	100-22-42-5210-230
974816802 0	6	Invoice	PHONE SVC/BREANNE	01/21/2024	15.39	08/24	100-22-42-5233-230
974816802 0	7	Invoice	PHONE SVC/BREANNE	01/21/2024	15.38	08/24	100-23-42-5371-230
974816802 0	8	Invoice	PHONE SVC/JAKE RODEN	01/21/2024	34.33	08/24	100-23-42-5371-230
974816802 0	9	Invoice	PHONE SVC/JAKE RODEN	01/21/2024	34.33	08/24	100-22-42-5210-230
974816802 0	10	Invoice	ON-CALL PHONE SVC/WATER	01/21/2024	44.44	08/24	602-23-61-5642-230
974816802 0	11	Invoice	ON-CALL PHONE SVC/WWTP	01/21/2024	44.44	08/24	603-23-70-5642-230

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
974816802 0	12	Invoice	PHONE SVC/NICK	01/21/2024	22.22	08/24	602-23-61-5642-230
974816802 0	13	Invoice	PHONE SVC/NICK	01/21/2024	22.22	08/24	603-23-70-5642-230
974816802 0	14	Invoice	PHONE SVC/INTERIM CITY MGR	01/21/2024	179.73	08/24	100-24-12-5430-230
974816802 0	15	Invoice	PHONE SVC/INTERIM CITY MGR	01/21/2024	494.26	08/24	601-23-81-5921-230
974816802 0	16	Invoice	PHONE SVC/INTERIM CITY MGR	01/21/2024	112.33	08/24	602-23-81-5921-230
974816802 0	17	Invoice	PHONE SVC/INTERIM CITY MGR	01/21/2024	112.33	08/24	603-23-81-5921-230
974816802 0	18	Invoice	SCADA TABLET	01/21/2024	19.97	08/24	602-23-61-5642-230
974816802 0	19	Invoice	METER IPAD SVC	01/21/2024	9.98	08/24	602-23-80-5902-299
974816802 0	20	Invoice	METER IPAD SVC	01/21/2024	9.99	08/24	601-23-80-5905-299
974816802 0	21	Invoice	RIGHT OF WAY IPAD SVC	01/21/2024	4.99	08/24	100-24-30-5380-230
974816802 0	22	Invoice	RIGHT OF WAY IPAD SVC	01/21/2024	4.99	08/24	601-24-30-5380-230
974816802 0	23	Invoice	RIGHT OF WAY IPAD SVC	01/21/2024	4.99	08/24	602-24-30-5380-230
974816802 0	24	Invoice	RIGHT OF WAY IPAD SVC	01/21/2024	5.00	08/24	603-24-30-5380-230
974816802 0	25	Invoice	CAMERAS	01/21/2024	9.99	08/24	100-24-16-5420-215
974816802 0	26	Invoice	CAMERAS	01/21/2024	9.99	08/24	601-24-16-5930-215
974816802 0	27	Invoice	CAMERAS	01/21/2024	9.98	08/24	602-24-16-5930-215
974816802 0	28	Invoice	CAMERAS	01/21/2024	9.98	08/24	603-24-16-5930-215
974816802 0	29	Invoice	STREET IPAD SVC	01/21/2024	39.94	08/24	204-23-30-5310-230
974816802 0	30	Invoice	STREET IPAD SVC	01/21/2024	39.94	08/24	602-23-62-5662-230
Total 974816802 0/21/24:					1,442.86		
Total T-MOBILE (7288):					1,956.30		
UNITED COOPERATIVE (979)							
07729 & 077	1	Invoice	DIESEL REPORT	01/31/2024	1,926.49	08/24	204-23-30-5310-315
07729 & 077	2	Invoice	DIESEL REPORT	01/31/2024	197.32	08/24	602-23-61-5935-315
07729 & 077	3	Invoice	DIESEL REPORT	01/31/2024	424.13	08/24	601-23-52-5935-315
07729 & 077	4	Invoice	DIESEL REPORT	01/31/2024	.32	08/24	100-22-42-5233-315
07729 & 077	5	Invoice	DIESEL REPORT	01/31/2024	201.40	08/24	100-22-42-5210-315
07729 & 077	6	Invoice	DIESEL REPORT	01/31/2024	201.40	08/24	100-23-42-5371-315
07729 & 077	7	Invoice	DIESEL REPORT	01/31/2024	280.62	08/24	100-24-14-5435-315
Total 07729 & 07730:					3,231.68		
11296	1	Invoice	GAS REPORT	12/06/2023	1,122.31	08/24	100-21-21-5110-315
11296	2	Invoice	GAS REPORT	12/06/2023	436.77	08/24	204-23-30-5310-315
11296	3	Invoice	GAS REPORT	12/06/2023	66.29	08/24	603-23-70-5935-315
11296	4	Invoice	GAS REPORT	12/06/2023	113.18	08/24	602-23-61-5935-315
11296	5	Invoice	GAS REPORT	12/06/2023	25.18	08/24	100-21-18-5190-315
11296	6	Invoice	GAS REPORT	12/06/2023	305.58	08/24	601-23-52-5935-315
11296	7	Invoice	GAS REPORT	12/06/2023	43.42	08/24	601-23-80-5935-315
11296	8	Invoice	GAS REPORT	12/06/2023	43.42	08/24	602-23-80-5935-315
11296	9	Invoice	GAS REPORT	12/06/2023	103.25	08/24	100-22-42-5210-315
11296	10	Invoice	GAS REPORT	12/06/2023	103.25	08/24	100-23-42-5371-315
11296	11	Invoice	GAS REPORT	12/06/2023	233.24	08/24	100-24-14-5435-315
Total 11296:					2,595.89		
11297 & 1129	1	Invoice	DIESEL REPORT	12/06/2023	478.91	08/24	100-21-22-5140-315
11297 & 1129	2	Invoice	DIESEL REPORT	12/06/2023	1,296.15	08/24	204-23-30-5310-315
11297 & 1129	3	Invoice	DIESEL REPORT	12/06/2023	1,096.86	08/24	601-23-52-5935-315
11297 & 1129	4	Invoice	DIESEL REPORT	12/06/2023	154.85	08/24	100-24-14-5435-315
Total 11297 & 11298:					3,026.77		
11334	1	Invoice	GAS REPORT	12/19/2023	1,312.72	08/24	100-21-21-5110-315
11334	2	Invoice	GAS REPORT	12/19/2023	323.18	08/24	204-23-30-5310-315

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
11334	3	Invoice	GAS REPORT	12/19/2023	182.09	08/24	603-23-70-5935-315
11334	4	Invoice	GAS REPORT	12/19/2023	114.61	08/24	602-23-61-5935-315
11334	5	Invoice	GAS REPORT	12/19/2023	413.25	08/24	601-23-52-5935-315
11334	6	Invoice	GAS REPORT	12/19/2023	115.74	08/24	601-23-80-5935-315
11334	7	Invoice	GAS REPORT	12/19/2023	115.74	08/24	602-23-80-5935-315
11334	8	Invoice	GAS REPORT	12/19/2023	46.82	08/24	100-22-42-5210-315
11334	9	Invoice	GAS REPORT	12/19/2023	46.81	08/24	100-23-42-5371-315
11334	10	Invoice	GAS REPORT	12/19/2023	167.14	08/24	100-24-14-5435-315
Total 11334:					2,838.10		
11407	1	Invoice	GAS REPORT	01/08/2024	1,110.13	08/24	100-21-21-5110-315
11407	2	Invoice	GAS REPORT	01/08/2024	36.20	08/24	100-21-22-5140-315
11407	3	Invoice	GAS REPORT	01/08/2024	78.40	08/24	204-23-30-5310-315
11407	4	Invoice	GAS REPORT	01/08/2024	79.46	08/24	603-23-70-5935-315
11407	5	Invoice	GAS REPORT	01/08/2024	58.62	08/24	602-23-61-5935-315
11407	6	Invoice	GAS REPORT	01/08/2024	36.20	08/24	100-21-18-5190-315
11407	7	Invoice	GAS REPORT	01/08/2024	402.59	08/24	601-23-52-5935-315
11407	8	Invoice	GAS REPORT	01/08/2024	45.38	08/24	601-23-80-5935-315
11407	9	Invoice	GAS REPORT	01/08/2024	45.38	08/24	602-23-80-5935-315
11407	10	Invoice	GAS REPORT	01/08/2024	23.48	08/24	100-22-42-5210-315
11407	11	Invoice	GAS REPORT	01/08/2024	23.48	08/24	100-23-42-5371-315
11407	12	Invoice	GAS REPORT	01/08/2024	261.28	08/24	100-24-14-5435-315
Total 11407:					2,200.60		
11408 & 1140	1	Invoice	DIESEL REPORT	01/08/2024	83.18	08/24	100-21-22-5140-315
11408 & 1140	2	Invoice	DIESEL REPORT	01/08/2024	472.06	08/24	204-23-30-5310-315
11408 & 1140	3	Invoice	DIESEL REPORT	01/08/2024	141.20	08/24	602-23-61-5935-315
11408 & 1140	4	Invoice	DIESEL REPORT	01/08/2024	323.23	08/24	601-23-52-5935-315
11408 & 1140	5	Invoice	DIESEL REPORT	01/08/2024	4.90	08/24	100-22-42-5210-315
11408 & 1140	6	Invoice	DIESEL REPORT	01/08/2024	4.90	08/24	100-23-42-5371-315
11408 & 1140	7	Invoice	DIESEL REPORT	01/08/2024	930.61	08/24	100-24-14-5435-315
Total 11408 & 11409:					1,960.08		
11428 & 1142	1	Invoice	DIESEL REPORT	01/11/2024	1,233.38	08/24	204-23-30-5310-315
11428 & 1142	2	Invoice	DIESEL REPORT	01/11/2024	224.45	08/24	601-23-52-5935-315
11428 & 1142	3	Invoice	DIESEL REPORT	01/11/2024	25.27	08/24	100-22-42-5210-315
11428 & 1142	4	Invoice	DIESEL REPORT	01/11/2024	25.27	08/24	100-23-42-5371-315
11428 & 1142	5	Invoice	DIESEL REPORT	01/11/2024	220.56	08/24	100-24-14-5435-315
Total 11428 & 11429:					1,728.93		
11443 & 1144	1	Invoice	DIESEL REPORT	01/15/2024	2,029.79	08/24	204-23-30-5310-315
11443 & 1144	2	Invoice	DIESEL REPORT	01/15/2024	231.30	08/24	601-23-52-5935-315
11443 & 1144	3	Invoice	DIESEL REPORT	01/15/2024	28.02	08/24	100-22-42-5210-315
11443 & 1144	4	Invoice	DIESEL REPORT	01/15/2024	28.02	08/24	100-23-42-5371-315
11443 & 1144	5	Invoice	DIESEL REPORT	01/15/2024	65.18	08/24	100-24-14-5435-315
Total 11443 & 11444:					2,382.31		
11460	1	Invoice	GAS REPORT	01/19/2024	1,097.68	08/24	100-21-21-5110-315
11460	2	Invoice	GAS REPORT	01/19/2024	29.64	08/24	100-21-22-5140-315
11460	3	Invoice	GAS REPORT	01/19/2024	161.30	08/24	204-23-30-5310-315
11460	4	Invoice	GAS REPORT	01/19/2024	88.06	08/24	603-23-70-5935-315
11460	5	Invoice	GAS REPORT	01/19/2024	91.98	08/24	602-23-61-5935-315
11460	6	Invoice	GAS REPORT	01/19/2024	355.29	08/24	601-23-52-5935-315

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
11460	7	Invoice	GAS REPORT	01/19/2024	82.71	08/24	601-23-80-5935-315
11460	8	Invoice	GAS REPORT	01/19/2024	82.72	08/24	602-23-80-5935-315
11460	9	Invoice	GAS REPORT	01/19/2024	24.41	08/24	100-22-42-5233-315
11460	10	Invoice	GAS REPORT	01/19/2024	73.24	08/24	100-22-42-5210-315
11460	11	Invoice	GAS REPORT	01/19/2024	73.24	08/24	100-23-42-5371-315
11460	12	Invoice	GAS REPORT	01/19/2024	287.96	08/24	100-24-14-5435-315
Total 11460:					2,448.23		
Total UNITED COOPERATIVE (979):					22,412.59		
US CELLULAR (986)							
0630726843	1	Invoice	CELLULAR SERVICE	01/20/2024	45.21	08/24	204-23-30-5310-230
0630726843	2	Invoice	CELLULAR SERVICE	01/20/2024	22.61	08/24	601-23-52-5588-230
0630726843	3	Invoice	CELLULAR SERVICE	01/20/2024	22.60	08/24	601-23-51-5566-230
0630726843	4	Invoice	CELLULAR SERVICE	01/20/2024	11.31	08/24	100-24-30-5380-230
0630726843	5	Invoice	CELLULAR SERVICE	01/20/2024	11.30	08/24	601-24-30-5380-230
0630726843	6	Invoice	CELLULAR SERVICE	01/20/2024	11.30	08/24	602-24-30-5380-230
0630726843	7	Invoice	CELLULAR SERVICE	01/20/2024	11.30	08/24	603-24-30-5380-230
0630726843	8	Invoice	HOTSPOT	01/20/2024	.11-	08/24	100-24-12-5430-230
0630726843	9	Invoice	HOTSPOT	01/20/2024	.30-	08/24	601-23-81-5921-230
0630726843	10	Invoice	HOTSPOT	01/20/2024	.07-	08/24	602-23-81-5921-230
0630726843	11	Invoice	HOTSPOT	01/20/2024	.07-	08/24	603-23-81-5921-230
0630726843	12	Invoice	INSP I-PAD SVC	01/20/2024	45.22	08/24	100-21-18-5190-230
0630726843	13	Invoice	METER I-PAD SVC	01/20/2024	22.61	08/24	602-23-80-5902-299
0630726843	14	Invoice	METER I-PAD SVC	01/20/2024	22.60	08/24	601-23-80-5905-299
0630726843	15	Invoice	FIRE I-PAD SVC	01/20/2024	45.22	08/24	100-21-22-5140-230
0630726843	16	Invoice	LINE I-PADS SVC	01/20/2024	180.87	08/24	601-23-52-5588-230
Total 0630726843:					451.60		
0634784537	1	Invoice	STREET WATERFILL STATION	02/10/2024	15.70	08/24	602-23-62-5662-230
Total 0634784537:					15.70		
Total US CELLULAR (986):					467.30		
Total 02/27/2024:					92,641.62		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
WCF FINANCIAL BANK (5526)							
CD-022824	1	Invoice	2,000,000 6 MO CD @ 5.25% INTEREST	02/28/2024	75,000.00	08/24	201-11003
CD-022824	2	Invoice	2,000,000 6 MO CD @ 5.25% INTEREST	02/28/2024	75,000.00	08/24	202-11003
CD-022824	3	Invoice	2,000,000 6 MO CD @ 5.25% INTEREST	02/28/2024	150,000.00	08/24	205-11003
CD-022824	4	Invoice	2,000,000 6 MO CD @ 5.25% INTEREST	02/28/2024	1,000,000.00	08/24	500-11003
CD-022824	5	Invoice	2,000,000 6 MO CD @ 5.25% INTEREST	02/28/2024	200,000.00	08/24	603-11003
CD-022824	6	Invoice	2,000,000 6 MO CD @ 5.25% INTEREST	02/28/2024	500,000.00	08/24	601-11003
Total CD-022824:					2,000,000.00		
Total WCF FINANCIAL BANK (5526):					2,000,000.00		
Total 02/28/2024:					2,000,000.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
NORTH IOWA MUNICIPAL ELECTRIC (705)							
020724	1	Invoice	PURCHASED POWER - JANUARY 2024	02/07/2024	652,706.71	08/24	601-23-50-5555-233
Total 020724:					652,706.71		
Total NORTH IOWA MUNICIPAL ELECTRIC (705):					652,706.71		
PEOPLES CREDIT UNION (4140)							
022924	1	Invoice	LOAN PAYMENT-POLICE-INTEREST PAYMEN	02/29/2024	209.98	08/24	100-41-21-5110-911
022924	2	Invoice	LOAN PAYMENT-POLICE-PRINCIPAL PAYME	02/29/2024	5,156.51	08/24	100-41-21-5110-910
Total 022924:					5,366.49		
Total PEOPLES CREDIT UNION (4140):					5,366.49		
Total 02/29/2024:					658,073.20		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
4IMPRINT, INC. (7707)							
12154648	1	Invoice	LANYARDS	02/01/2024	176.77	09/24	100-22-42-5233-318
12154648	2	Invoice	LANYARDS	02/01/2024	176.00	09/24	100-22-42-5242-318
Total 12154648:					352.77		
Total 4IMPRINT, INC. (7707):					352.77		
AFLAC, INC. (20)							
997841	1	Invoice	AFLAC PREMIUMS	02/23/2024	1,866.04	09/24	902-11215
Total 997841:					1,866.04		
Total AFLAC, INC. (20):					1,866.04		
AGSOURCE (4458)							
PS-INV3234	1	Invoice	DRINKING WATER TESTING	02/20/2024	43.50	09/24	602-23-62-5662-212
Total PS-INV323495:					43.50		
PS-INV3234	1	Invoice	WATER TEST/FH POOL	02/20/2024	27.50	09/24	100-22-42-5233-299
Total PS-INV323496:					27.50		
Total AGSOURCE (4458):					71.00		
AHLERS & COONEY, P.C. (22)							
860804	1	Invoice	LEGAL SERVICES - BARGAINING	02/21/2024	524.37	09/24	100-24-13-5460-212
860804	2	Invoice	LEGAL SERVICES - BARGAINING	02/21/2024	1,442.01	09/24	601-24-13-5460-212
860804	3	Invoice	LEGAL SERVICES - BARGAINING	02/21/2024	327.73	09/24	602-24-13-5460-212
860804	4	Invoice	LEGAL SERVICES - BARGAINING	02/21/2024	327.73	09/24	603-24-13-5460-212
Total 860804:					2,621.84		
861888	1	Invoice	LEGAL - ELECTRIC TRANSMISSION	02/20/2024	343.00	09/24	601-23-51-5566-871
Total 861888:					343.00		
Total AHLERS & COONEY, P.C. (22):					2,964.84		
AMAZON CAPITAL SERVICES (7618)							
1PRJ-6LWF-	1	Invoice	WEAPON LIGHT/SIGHT SETS/SIGHT PUSHE	02/01/2024	650.33	09/24	100-21-21-5110-318
Total 1PRJ-6LWF-9NJJ:					650.33		
Total AMAZON CAPITAL SERVICES (7618):					650.33		
ARNOLD MOTOR SUPPLY (68)							
26NV099364	1	Invoice	CARTRIDGE FOR AIR DRYER/TRK #4	02/19/2024	63.15	09/24	601-23-52-5935-314
Total 26NV099364:					63.15		
Total ARNOLD MOTOR SUPPLY (68):					63.15		
AVAILA BANK (6318)							
022724	1	Invoice	FULLER HALL PRINCIPAL PAYMENT	02/27/2024	4,279.46	09/24	300-22-98-5295-910
022724	2	Invoice	FULLER HALL INTEREST PAYMENT	02/27/2024	4,874.84	09/24	300-22-98-5295-911

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 022724:					9,154.30		
Total AVAILA BANK (6318):					9,154.30		
BAKER, JEANIE (7885)							
021324	1	Invoice	METER DEPOSIT REFUND	02/13/2024	150.00	09/24	601-21011
Total 021324:					150.00		
Total BAKER, JEANIE (7885):					150.00		
BLACK HILLS ENERGY (3466)							
2074931097	1	Invoice	GAS UTILITY/CEMETERY	02/21/2024	480.39	09/24	100-23-42-5371-234
Total 2074931097 02/21/24:					480.39		
4752063290	1	Invoice	GAS UTILITY/DEPOT	02/15/2024	326.24	09/24	100-22-42-5221-234
Total 4752063290 02/15/24:					326.24		
5470636360	1	Invoice	GAS UTILITY/FULLER HALL	02/15/2024	473.05	09/24	100-22-42-5233-234
Total 5470636360 02/15/24:					473.05		
5542531803	1	Invoice	GAS UTILITY/FIRE STATION	02/15/2024	530.98	09/24	100-21-22-5140-234
Total 5542531803 02/15/24:					530.98		
7824805624	1	Invoice	GAS UTILITY/WWTP	02/22/2024	2,540.14	09/24	603-23-70-5642-234
Total 7824805624 02/22/24:					2,540.14		
8081102404	1	Invoice	GAS UTILITY/SENIOR CENTER	02/15/2024	419.08	09/24	100-22-42-5280-234
Total 8081102404 02/15/24:					419.08		
9634407409	1	Invoice	GAS UTILITY/STREET DEPT	02/22/2024	941.95	09/24	204-23-30-5310-234
Total 9634407409 02/22/24:					941.95		
Total BLACK HILLS ENERGY (3466):					5,711.83		
BLUE RIBBON PELHAM WATERS (5038)							
009395	1	Invoice	EZ TWIST FILTERS	01/24/2024	139.95	09/24	603-23-70-5642-318
Total 009395:					139.95		
009399	1	Invoice	EZ TWIST MEMBRANE	01/29/2024	95.00	09/24	603-23-70-5642-318
Total 009399:					95.00		
Total BLUE RIBBON PELHAM WATERS (5038):					234.95		
BOMGAARS (5165)							
62095405	1	Invoice	BATTERIES	02/09/2024	18.99	09/24	601-23-80-5905-318
62095405	2	Invoice	BATTERIES	02/09/2024	18.99	09/24	602-23-80-5903-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 62095405:					37.98		
62096258	1	Invoice	SCREWDRIVER SET	02/12/2024	29.99	09/24	100-22-42-5210-311
62096258	2	Invoice	PLUMBING SUPPLIES	02/12/2024	41.84	09/24	100-23-42-5371-310
Total 62096258:					71.83		
62096296	1	Invoice	FLANGE/CEMETERY BATHROOM	02/12/2024	5.69	09/24	100-23-42-5371-310
Total 62096296:					5.69		
62096389	1	Invoice	SHOP SUPPLIES	02/13/2024	29.98	09/24	602-23-61-5642-311
Total 62096389:					29.98		
62096397	1	Invoice	RADIO CHARGER/LINE VALVE	02/13/2024	269.98	09/24	100-22-42-5210-311
Total 62096397:					269.98		
62096403	1	Invoice	RADIO CHARGER EXCHANGE	02/13/2024	50.00-	09/24	100-22-42-5210-311
Total 62096403:					50.00-		
62096671	1	Invoice	WATER LINE REPAIR/WWTP	02/14/2024	12.78	09/24	603-23-71-5662-318
Total 62096671:					12.78		
62098173	1	Invoice	CABLE STAPLES/NAKOMIS PARK	02/19/2024	3.29	09/24	100-22-42-5210-318
Total 62098173:					3.29		
62098324	1	Invoice	BULK BOLTS/WATER PLANT	02/20/2024	8.82	09/24	602-23-61-5642-318
Total 62098324:					8.82		
62098869	1	Invoice	ALL-PURPOSE CEMENT	02/22/2024	19.98	09/24	601-23-52-5588-318
Total 62098869:					19.98		
62098926	1	Invoice	DRYWALL SCREWS	02/22/2024	7.49	09/24	100-22-42-5210-318
Total 62098926:					7.49		
62099298	1	Invoice	SNOW PUSHER (2)/FULLER HALL	02/23/2024	74.98	09/24	100-22-42-5233-318
Total 62099298:					74.98		
62099344	1	Invoice	ROPE FOR FLAG	02/23/2024	17.40	09/24	601-23-52-5588-318
Total 62099344:					17.40		
62100659	1	Invoice	DOOR STOP	02/27/2024	6.99	09/24	100-22-42-5210-318
Total 62100659:					6.99		
Total BOMGAARS (5165):					517.19		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
BOONE VALLEY IKES (107)							
022724	1	Invoice	RANGE MEMBERSHIPS	02/27/2024	950.00	09/24	100-21-21-5110-231
Total 022724:					950.00		
Total BOONE VALLEY IKES (107):					950.00		
BORDER STATES INDUSTRIES INC (109)							
927880348	1	Invoice	5/8 SPRING WASHERS (QTY 600)	02/19/2024	3,043.08	09/24	601-23-52-5588-318
Total 927880348:					3,043.08		
Total BORDER STATES INDUSTRIES INC (109):					3,043.08		
BRIDGEWELL RESOURCES LLC (7615)							
0258450801	1	Invoice	4/40 & 3/45 SOUTHERN PINE POLES	02/23/2024	21,044.76	09/24	601-23-52-5935-871
Total 0258450801:					21,044.76		
Total BRIDGEWELL RESOURCES LLC (7615):					21,044.76		
BROWNELLS, INC. (4593)							
2024410984	1	Invoice	PYTHON 357 MAGNUM/38 SPECIAL 3"BBL - 6	02/13/2024	1,499.00	09/24	100-21-21-5110-231
Total 2024410984463:					1,499.00		
Total BROWNELLS, INC. (4593):					1,499.00		
CAPITAL SANITARY SUPPLY (6096)							
C382550	1	Invoice	CLEANING SUPPLIES-FULLER HALL	02/14/2022	142.64	09/24	100-22-42-5233-318
C382550	2	Invoice	CLEANING SUPPLIES-FULLER HALL	02/14/2022	114.69	09/24	100-22-42-5233-311
Total C382550:					257.33		
C382919	1	Invoice	FULLER HALL SUPPLIES	02/21/2024	86.35	09/24	100-22-42-5233-318
Total C382919:					86.35		
Total CAPITAL SANITARY SUPPLY (6096):					343.68		
CENTRAL IOWA DISTRIBUTING, INC (153)							
01006341	1	Invoice	BLACK GARBAGE BAGS	02/20/2024	96.00	09/24	603-23-70-5642-318
Total 01006341:					96.00		
Total CENTRAL IOWA DISTRIBUTING, INC (153):					96.00		
CHIZEK LAW OFFICE (5715)							
022224	1	Invoice	MISC COSTS ADVANCED/CITATIONS	02/22/2024	227.00	09/24	100-21-18-5190-214
022224	2	Invoice	FOIA REQUEST POSTAGE/PD	02/22/2024	10.40	09/24	100-21-21-5110-221
Total 022224:					237.40		
022824	1	Invoice	CITY ATTORNEY FEES	02/28/2024	1,300.00	09/24	100-24-13-5460-212
022824	2	Invoice	CITY ATTORNEY FEES	02/28/2024	3,575.00	09/24	601-24-13-5460-212
022824	3	Invoice	CITY ATTORNEY FEES	02/28/2024	812.50	09/24	602-24-13-5460-212
022824	4	Invoice	CITY ATTORNEY FEES	02/28/2024	812.50	09/24	603-24-13-5460-212

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 022824:					6,500.00		
Total CHIZEK LAW OFFICE (5715):					6,737.40		
CITY OF WEBSTER CITY (176)							
022624	1	Invoice	CITY UTILITIES	02/26/2024	3,056.60	09/24	100-24-36-5480-233
022624	2	Invoice	CITY UTILITIES	02/26/2024	1,417.11	09/24	100-21-22-5140-233
022624	3	Invoice	CITY UTILITIES	02/26/2024	1,293.61	09/24	204-23-30-5310-233
022624	4	Invoice	CITY UTILITIES	02/26/2024	677.02	09/24	100-21-30-5120-233
022624	5	Invoice	CITY UTILITIES	02/26/2024	368.63	09/24	602-23-62-5662-233
022624	6	Invoice	CITY UTILITIES	02/26/2024	535.66	09/24	603-23-71-5662-233
022624	7	Invoice	CITY UTILITIES	02/26/2024	21,169.85	09/24	603-23-70-5642-233
022624	8	Invoice	CITY UTILITIES	02/26/2024	10,338.30	09/24	100-21-30-5160-233
022624	9	Invoice	CITY UTILITIES	02/26/2024	492.07	09/24	100-22-42-5221-233
022624	10	Invoice	CITY UTILITIES	02/26/2024	205.33	09/24	100-22-42-5210-233
022624	11	Invoice	CITY UTILITIES	02/26/2024	17.85	09/24	100-22-42-5210-233
022624	12	Invoice	CITY UTILITIES	02/26/2024	828.09	09/24	100-22-42-5222-233
022624	13	Invoice	CITY UTILITIES	02/26/2024	4,489.70	09/24	100-22-42-5233-233
022624	14	Invoice	CITY UTILITIES	02/26/2024	531.22	09/24	100-23-42-5371-233
022624	15	Invoice	CITY UTILITIES	02/26/2024	11,408.72	09/24	602-23-60-5601-233
022624	16	Invoice	CITY UTILITIES	02/26/2024	207.37	09/24	601-23-51-5566-233
022624	17	Invoice	CITY UTILITIES	02/26/2024	207.37	09/24	601-23-52-5588-233
022624	18	Invoice	CITY UTILITIES	02/26/2024	207.37	09/24	601-23-52-5586-233
022624	19	Invoice	CITY UTILITIES	02/26/2024	127.50	09/24	100-22-42-5242-233
022624	20	Invoice	CITY UTILITIES	02/26/2024	2,172.17	09/24	602-23-61-5642-233
022624	21	Invoice	CITY UTILITIES	02/26/2024	404.18	09/24	100-23-43-5361-233
022624	22	Invoice	CITY UTILITIES	02/26/2024	782.87	09/24	100-22-42-5280-233
022624	23	Invoice	CITY UTILITIES	02/26/2024	451.93	09/24	100-21-22-5140-233
Total 022624:					61,390.52		
022824	1	Invoice	H/M TAX RECEIPTS TO PARKS & REC IMP F	02/28/2024	26,166.11	09/24	208-23-36-5393-299
Total 022824:					26,166.11		
Total CITY OF WEBSTER CITY (176):					87,556.63		
COLUMN SOFTWARE PBC (7826)							
D1EC1C38-0	1	Invoice	ORD 2024-1871 PERTAINING TO TRUCK RO	02/08/2024	48.00	09/24	100-24-14-5435-210
Total D1EC1C38-0066:					48.00		
Total COLUMN SOFTWARE PBC (7826):					48.00		
COMBINED SYSTEMS TECH, INC. (4548)							
164050	1	Invoice	VMWARE SUBSCRIPTION RENEWAL (3 YR)	02/13/2024	606.43	09/24	100-24-16-5420-215
164050	2	Invoice	VMWARE SUBSCRIPTION RENEWAL (3 YR)	02/13/2024	2,223.59	09/24	601-24-16-5930-215
164050	3	Invoice	VMWARE SUBSCRIPTION RENEWAL (3 YR)	02/13/2024	606.43	09/24	602-24-16-5930-215
164050	4	Invoice	VMWARE SUBSCRIPTION RENEWAL (3 YR)	02/13/2024	606.43	09/24	603-24-16-5930-215
Total 164050:					4,042.88		
Total COMBINED SYSTEMS TECH, INC. (4548):					4,042.88		
CORDOBA, EMIR DOMINGUEZ (7886)							
020824	1	Invoice	CUSTOMER DEPOSIT REFUND	02/08/2024	189.35	09/24	601-21011

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 020824:					189.35		
Total CORDOBA, EMIR DOMINGUEZ (7886):					189.35		
CORN BELT POWER COOP, INC. (197)							
16756	1	Invoice	TAPE READINGS & REPORTS	02/12/2024	40.00	09/24	601-23-51-5566-299
Total 16756:					40.00		
Total CORN BELT POWER COOP, INC. (197):					40.00		
COUNSEL (3995)							
24AR151552	1	Invoice	PRINTER CONTRACT - LINE DEPT	02/06/2024	28.83	09/24	601-23-52-5931-225
Total 24AR1515520:					28.83		
24AR152224	1	Invoice	PRINTER CONTRACT - STREET DEPT	02/08/2024	49.33	09/24	204-23-30-5310-318
Total 24AR1522241:					49.33		
24AR152939	1	Invoice	PRINTER CONTRACT - FINANCE/UTILITY OF	02/12/2024	5.63	09/24	100-24-14-5435-225
24AR152939	2	Invoice	PRINTER CONTRACT - FINANCE/UTILITY OF	02/12/2024	40.68	09/24	601-23-80-5931-225
24AR152939	3	Invoice	PRINTER CONTRACT - FINANCE/UTILITY OF	02/12/2024	12.52	09/24	602-23-80-5931-225
24AR152939	4	Invoice	PRINTER CONTRACT - FINANCE/UTILITY OF	02/12/2024	3.75	09/24	603-23-80-5931-225
Total 24AR1529396:					62.58		
24AR152939	1	Invoice	PRINTER CONTRACT - WATER DEPT	02/12/2024	38.66	09/24	602-23-61-5931-225
Total 24AR1529397:					38.66		
24AR153597	1	Invoice	IT PRINTER PER CLICK MAINT. FEE	02/14/2024	4.24	09/24	100-24-16-5420-299
24AR153597	2	Invoice	IT PRINTER PER CLICK MAINT. FEE	02/14/2024	15.55	09/24	601-24-16-5935-299
24AR153597	3	Invoice	IT PRINTER PER CLICK MAINT. FEE	02/14/2024	4.24	09/24	602-24-16-5935-299
24AR153597	4	Invoice	IT PRINTER PER CLICK MAINT. FEE	02/14/2024	4.24	09/24	603-24-16-5935-299
Total 24AR1535977:					28.27		
24AR155563	1	Invoice	PRINTER CONTRACT - WASTEWATER DEPT	02/22/2024	25.97	09/24	603-23-70-5931-225
Total 24AR1555634:					25.97		
Total COUNSEL (3995):					233.64		
CUSTOM WRISTBANDS, INC. (7894)							
25213	1	Invoice	WRISTBANDS/OD POOL	02/23/2024	214.73	09/24	100-22-42-5242-318
Total 25213:					214.73		
Total CUSTOM WRISTBANDS, INC. (7894):					214.73		
DAILY FREEMAN JOURNAL, INC. (211)							
021324	1	Invoice	CM 02/05/2024	02/13/2024	260.68	09/24	100-24-14-5435-210
Total 021324:					260.68		
021324 ORD	1	Invoice	ORD 2024-1872 PERTAINING TO PARKING R	02/13/2024	143.64	09/24	100-24-14-5435-210

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 021324 ORD:					143.64		
Total DAILY FREEMAN JOURNAL, INC. (211):					404.32		
DAKOTA SUPPLY GROUP (3498)							
S103500965.	1	Invoice	HYMAX 2 FLIP COUPLINGS	02/19/2024	937.47	09/24	602-23-62-5662-318
Total S103500965.001:					937.47		
Total DAKOTA SUPPLY GROUP (3498):					937.47		
DANKO EMERGENCY EQUIPMENT CO. (3091)							
133940	1	Invoice	REPAIRS TO PPE	02/15/2024	60.24	09/24	100-21-22-5140-227
Total 133940:					60.24		
Total DANKO EMERGENCY EQUIPMENT CO. (3091):					60.24		
DEPT OF INSPECTIONS & APPEALS (4225)							
192441	1	Invoice	BOILER INSPECTION-CITY HALL	02/19/2024	8.00	09/24	100-24-36-5480-226
192441	2	Invoice	BOILER INSPECTION-CITY HALL	02/19/2024	22.00	09/24	601-23-36-5480-226
192441	3	Invoice	BOILER INSPECTION-CITY HALL	02/19/2024	5.00	09/24	602-23-36-5480-226
192441	4	Invoice	BOILER INSPECTION-CITY HALL	02/19/2024	5.00	09/24	603-23-36-5480-226
192441	5	Invoice	BOILER INSPECTION-FULLER HALL	02/19/2024	40.00	09/24	100-22-42-5233-212
Total 192441:					80.00		
Total DEPT OF INSPECTIONS & APPEALS (4225):					80.00		
DESIGNER GRAPHIX PLUS, INC (1214)							
2024-1031	1	Invoice	YOUTH BASKETBALL SHIRTS	02/13/2024	427.50	09/24	100-22-42-5233-318
Total 2024-1031:					427.50		
Total DESIGNER GRAPHIX PLUS, INC (1214):					427.50		
DFJ - WEBSTER CITY (7887)							
021624	1	Invoice	REIMB LIGHTING REBATE/CB	02/16/2024	728.16	09/24	601-23-53-5588-212
Total 021624:					728.16		
Total DFJ - WEBSTER CITY (7887):					728.16		
DGR ENGINEERING (5967)							
00266277	1	Invoice	ENG - REISNER SUBSTATION (#9-23-011)	02/15/2024	112,075.00	09/24	601-23-51-5562-871
Total 00266277:					112,075.00		
00266278	1	Invoice	ENG - 69kV TRANSMISSION IMPROVEMENT	02/15/2024	31,294.17	09/24	601-23-51-5566-871
Total 00266278:					31,294.17		
00266279	1	Invoice	ENG - PHASE 1 DIST IMPROVEMENTS #9-25-	02/15/2024	798.00	09/24	601-23-51-5566-871
Total 00266279:					798.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total DGR ENGINEERING (5967):					144,167.17		
DON'S PEST CONTROL (3349)							
7284	1	Invoice	PEST CONTROL/WATER PLANT	02/12/2024	51.00	09/24	602-23-61-5651-299
Total 7284:					51.00		
Total DON'S PEST CONTROL (3349):					51.00		
DR. ANTHONY TATMAN (6856)							
2/13/2024	1	Invoice	POLICE TESTING	02/13/2024	10.00	09/24	100-21-21-5110-319
Total 2/13/2024:					10.00		
Total DR. ANTHONY TATMAN (6856):					10.00		
ECHO GROUP, INC. (6306)							
S010459570.	1	Invoice	CEILING FAN HEATER/NOKOMIS PARK BATH	02/14/2024	731.08	09/24	100-22-42-5210-310
Total S010459570.001:					731.08		
Total ECHO GROUP, INC. (6306):					731.08		
FRYE'S TREE SERVICE (323)							
1811	1	Invoice	LINE CLEARANCE - SECTION 1	02/26/2024	68,983.00	09/24	601-23-52-5588-299
Total 1811:					68,983.00		
Total FRYE'S TREE SERVICE (323):					68,983.00		
FURMAN, LARRY & BARB (7888)							
022224	1	Invoice	ELECTRIC REFUND	02/22/2024	263.65	09/24	601-23-80-5903-980
022224	2	Invoice	WATER REFUND	02/22/2024	35.83-	09/24	602-23-80-5903-980
022224	3	Invoice	SEWER REFUND	02/22/2024	79.09-	09/24	603-23-80-5930-980
Total 022224:					148.73		
Total FURMAN, LARRY & BARB (7888):					148.73		
GERBER AUTO ELECTRIC (342)							
144706	1	Invoice	SVC 2022 RAM 1500	02/05/2024	66.61	09/24	100-21-21-5110-227
Total 144706:					66.61		
144787	1	Invoice	DIAGNOSE COOLANT LEAK TRK #11/REPLA	02/13/2024	976.38	09/24	601-23-52-5935-227
Total 144787:					976.38		
Total GERBER AUTO ELECTRIC (342):					1,042.99		
HACH COMPANY (362)							
13913261	1	Invoice	WTP TESTING SUPPLIES	02/06/2024	555.94	09/24	602-23-61-5642-319
Total 13913261:					555.94		
Total HACH COMPANY (362):					555.94		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
HAWKEYE WEST PEST CONTROL (7345)							
63490	1	Invoice	PEST CONTROL STREET DEPT	02/28/2024	90.00	09/24	204-23-30-5310-318
Total 63490:					90.00		
Total HAWKEYE WEST PEST CONTROL (7345):					90.00		
HEART OF IOWA REGIONAL (6757)							
2024MATCH	1	Invoice	2024 MATCHING FUNDS TO HIRHTF	02/15/2024	6,223.00	09/24	228-23-36-5391-299
Total 2024MATCH:					6,223.00		
Total HEART OF IOWA REGIONAL (6757):					6,223.00		
HOLMES MURPHY & ASSOCIATES, LLC (5556)							
753880	1	Invoice	HOLMES MURPHY FEES-MARCH 2024	02/08/2024	2,380.00	09/24	902-11215
Total 753880:					2,380.00		
Total HOLMES MURPHY & ASSOCIATES, LLC (5556):					2,380.00		
HY-VEE - JOHNSTON (7889)							
010324	1	Invoice	MEALS/ACADEMY-STURM	01/03/2024	2,596.84	09/24	100-21-21-5110-231
Total 010324:					2,596.84		
Total HY-VEE - JOHNSTON (7889):					2,596.84		
HY-VEE ACCOUNTS RECEIVABLE (424)							
523485	1	Invoice	OFFICE SUPPLIES	02/15/2024	4.72	09/24	100-24-12-5430-316
523485	2	Invoice	OFFICE SUPPLIES	02/15/2024	12.95	09/24	601-23-81-5921-316
523485	3	Invoice	OFFICE SUPPLIES	02/15/2024	2.94	09/24	602-23-81-5921-316
523485	4	Invoice	OFFICE SUPPLIES	02/15/2024	2.94	09/24	603-23-81-5921-316
Total 523485:					23.55		
Total HY-VEE ACCOUNTS RECEIVABLE (424):					23.55		
inTANDEM (6526)							
2455	1	Invoice	RETAINER/MARCH 2024	02/27/2024	488.00	09/24	100-24-12-5430-299
2455	2	Invoice	RETAINER/MARCH 2024	02/27/2024	1,342.00	09/24	601-23-81-5930-299
2455	3	Invoice	RETAINER/MARCH 2024	02/27/2024	305.00	09/24	602-23-81-5930-299
2455	4	Invoice	RETAINER/MARCH 2024	02/27/2024	305.00	09/24	603-23-81-5930-299
Total 2455:					2,440.00		
Total inTANDEM (6526):					2,440.00		
IOWA CENTRAL COMMUNITY COLLEGE (456)							
545	1	Invoice	CAREER FAIR ATTENDEE	02/22/2024	100.00	09/24	100-21-21-5110-318
Total 545:					100.00		
Total IOWA CENTRAL COMMUNITY COLLEGE (456):					100.00		
IOWA D.A.R.E. ASSOCIATION (1201)							
020124	1	Invoice	MEMBERSHIP DUES FOR 2024	02/01/2024	100.00	09/24	100-21-21-5110-215

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 020124:					100.00		
Total IOWA D.A.R.E. ASSOCIATION (1201):					100.00		
IOWA DEPT OF PUBLIC SAFETY (468)							
610	1	Invoice	TERMINAL BILLING - JAN-MAR	02/19/2024	1,335.00	09/24	100-21-21-5180-225
Total 610:					1,335.00		
Total IOWA DEPT OF PUBLIC SAFETY (468):					1,335.00		
IOWA LEAD & ASBESTOS SAFETY (7890)							
10677	1	Invoice	ASBESTOS TESTING/614 1ST STREET	02/13/2024	850.00	09/24	100-21-18-5190-299
Total 10677:					850.00		
Total IOWA LEAD & ASBESTOS SAFETY (7890):					850.00		
IOWA ONE CALL (485)							
259403	1	Invoice	ONE CALL SERVICES	02/09/2024	16.20	09/24	601-23-52-5930-299
Total 259403:					16.20		
Total IOWA ONE CALL (485):					16.20		
LAMPERT LUMBER (564)							
2317542	1	Invoice	2X4X10 - NOKOMIS PARK BATHROOMS	02/15/2024	36.36	09/24	100-22-42-5210-310
Total 2317542:					36.36		
2323025	1	Invoice	BLDG SUPPLIES-NOKOMIS PARK BATHROO	02/20/2024	94.84	09/24	100-22-42-5210-310
Total 2323025:					94.84		
Total LAMPERT LUMBER (564):					131.20		
LINCOLN NATL LIFE INSURANCE CO (3031)							
022124	1	Invoice	LIFE INSURANCE PREMIUMS	02/21/2024	1,638.60	09/24	902-11215
Total 022124:					1,638.60		
Total LINCOLN NATL LIFE INSURANCE CO (3031):					1,638.60		
LYNCH DALLAS, P.C./ATTY AT LAW (6336)							
216123	1	Invoice	ATTY EXP/WILSON BREWER PARK	02/14/2024	400.00	09/24	100-22-42-5221-299
Total 216123:					400.00		
Total LYNCH DALLAS, P.C./ATTY AT LAW (6336):					400.00		
MARTIN MARIETTA MATERIALS (601)							
41715500	1	Invoice	1" CLEAN ROCK	02/16/2024	343.62	09/24	601-23-52-5588-318
Total 41715500:					343.62		
Total MARTIN MARIETTA MATERIALS (601):					343.62		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
MASSMAN, KADEN (7891)							
021924	1	Invoice	METER RELOCATION REBATE	02/19/2024	500.00	09/24	601-23-51-5930-982
Total 021924:					500.00		
Total MASSMAN, KADEN (7891):					500.00		
MATTHEW'S PLUMBING, DRAIN & (2759)							
1026-6301	1	Invoice	NOKOMIS PARK BATHROOM REMODEL	02/07/2024	2,315.98	09/24	100-22-42-5210-310
Total 1026-6301:					2,315.98		
Total MATTHEW'S PLUMBING, DRAIN & (2759):					2,315.98		
MEDIACOM (5464)							
021624	1	Invoice	DIGITAL BOX RENTAL	02/16/2024	7.86	09/24	100-21-21-5110-230
Total 021624:					7.86		
Total MEDIACOM (5464):					7.86		
MELLEN & ASSOCIATES, INC. (621)							
035380	1	Invoice	COVER GASKET/VALVES	02/14/2024	88.70	09/24	603-23-70-5642-318
Total 035380:					88.70		
Total MELLEN & ASSOCIATES, INC. (621):					88.70		
MENARDS (622)							
2322 REBAT	1	Invoice	REBATE #2322 GARAGE DOOR INSTALL-CE	12/01/2023	18.68-	09/24	100-23-42-5371-310
2322 REBAT	2	Invoice	REBATE #2322 HEATER/REDUCER-STREET	12/01/2023	97.62-	09/24	204-23-30-5310-310
Total 2322 REBATE:					116.30-		
2326 REBAT	1	Invoice	REBATE #2326 CONDUIT	01/08/2024	1.14-	09/24	100-22-42-5221-318
2326 REBAT	2	Invoice	REBATE #2326 BREAKER	01/08/2024	9.21-	09/24	100-22-42-5233-318
Total 2326 REBATE:					10.35-		
2328 REBAT	1	Invoice	REBATE #2328 WIRING FOR EXTRACTOR-FI	01/10/2024	7.09-	09/24	100-21-22-5140-310
Total 2328 REBATE:					7.09-		
4896	1	Invoice	SMOKE ALARMS/CO DETECTORS-ASSN REI	01/17/2024	757.58	09/24	100-21-22-5140-319
Total 4896:					757.58		
6118	1	Invoice	NOKOMIS PARK BATHROOM REMODEL SUP	02/09/2024	2,889.34	09/24	100-22-42-5210-310
Total 6118:					2,889.34		
6304	1	Invoice	TOILET REPAIR SUPPLIES	02/13/2024	62.96	09/24	602-23-61-5642-318
Total 6304:					62.96		
6411	1	Invoice	NOKOMIS PARK BATHROOM REMODEL SUP	02/15/2024	198.98	09/24	100-22-42-5210-310
6411	2	Invoice	CHAISE LOUNGES	02/15/2024	2,079.74	09/24	100-22-42-5242-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 6411:					2,278.72		
6916	1	Invoice	RETURN FLUSH REPAIR PLUG-NOKOMIS BA	02/26/2024	22.98-	09/24	100-22-42-5210-310
Total 6916:					22.98-		
6919	1	Invoice	NOKOMIS PARK BATHROOM REMODEL SUP	02/26/2024	253.77	09/24	100-22-42-5210-310
Total 6919:					253.77		
Total MENARDS (622):					6,085.65		
MIDWEST ALARM SERVICES (2420)							
442692	1	Invoice	FIRE ALARM INSPECTION - CITY HALL	02/08/2024	77.36	09/24	100-24-36-5480-226
442692	2	Invoice	FIRE ALARM INSPECTION - CITY HALL	02/08/2024	55.26	09/24	601-23-36-5480-226
442692	3	Invoice	FIRE ALARM INSPECTION - CITY HALL	02/08/2024	44.21	09/24	602-23-36-5480-226
442692	4	Invoice	FIRE ALARM INSPECTION - CITY HALL	02/08/2024	44.21	09/24	603-23-36-5480-226
442692	5	Invoice	SUBSTATION FIRE INSPECTIONS (3/1/24-2/2	02/08/2024	511.92	09/24	601-23-51-5566-299
Total 442692:					732.96		
442834	1	Invoice	DETECTOR CLEANING/INSPECTION-STREE	02/08/2024	505.20	09/24	204-23-30-5310-299
Total 442834:					505.20		
Total MIDWEST ALARM SERVICES (2420):					1,238.16		
MOORE CLEANING SERVICE, LLC (2902)							
022824	1	Invoice	CLEANING SERVICES FOR CITY HALL	02/28/2024	455.00	09/24	100-24-36-5480-299
022824	2	Invoice	CLEANING SERVICES FOR CITY HALL	02/28/2024	325.00	09/24	601-23-36-5480-299
022824	3	Invoice	CLEANING SERVICES FOR CITY HALL	02/28/2024	260.00	09/24	602-23-36-5480-299
022824	4	Invoice	CLEANING SERVICES FOR CITY HALL	02/28/2024	260.00	09/24	603-23-36-5480-299
Total 022824:					1,300.00		
Total MOORE CLEANING SERVICE, LLC (2902):					1,300.00		
MUNICIPAL SUPPLY, INC. (672)							
0897106-IN	1	Invoice	24 AMI ALLY WATER METERS & GASKETS	01/18/2024	12,620.00	09/24	602-23-62-5935-870
Total 0897106-IN:					12,620.00		
0898127-IN	1	Invoice	(4) ELECTRIC 12S STRATUS IQ W/RD	01/31/2024	680.00	09/24	601-23-52-5586-871
Total 0898127-IN:					680.00		
0898243-IN	1	Invoice	MULTIPLE ELECTRIC AMI METERS	02/07/2024	175,736.00	09/24	601-23-52-5586-871
Total 0898243-IN:					175,736.00		
0898492-IN	1	Invoice	MULTIPLE AMI WATER METERS & SUPPLIES	02/08/2024	307,828.00	09/24	602-23-62-5935-870
Total 0898492-IN:					307,828.00		
0898493-IN	1	Invoice	FY23-24 OD POOL PIPE REPLACEMENT PR	02/08/2024	2,776.92	09/24	100-22-42-5242-880

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 0898493-IN:					2,776.92		
0898597-IN	1	Invoice	AMI WATER METERS	02/09/2024	7,200.00	09/24	602-23-62-5935-870
Total 0898597-IN:					7,200.00		
0898598-IN	1	Invoice	AMI WATER METERS & MATERIALS	02/09/2024	24,004.64	09/24	602-23-62-5935-870
Total 0898598-IN:					24,004.64		
Total MUNICIPAL SUPPLY, INC. (672):					530,845.56		
NCL OF WISCONSIN, INC. (687)							
499378	1	Invoice	GLASS FIBER FILTERS	02/08/2024	103.80	09/24	603-23-70-5642-319
499378	2	Invoice	WASH BOTTLE/BUFFER SOLUTION/HARDNE	02/08/2024	132.73	09/24	602-23-61-5641-318
Total 499378:					236.53		
Total NCL OF WISCONSIN, INC. (687):					236.53		
O'REILLY AUTOMOTIVE, INC. (727)							
0357-183000	1	Invoice	ANTIFREEZE - TRK #11	02/12/2024	25.66	09/24	601-23-52-5935-314
Total 0357-183000:					25.66		
Total O'REILLY AUTOMOTIVE, INC. (727):					25.66		
P & P ELECTRIC (2978)							
17021	1	Invoice	FUSES/CORNBELT JET	01/29/2024	294.34	09/24	601-23-51-5566-318
Total 17021:					294.34		
Total P & P ELECTRIC (2978):					294.34		
PEPSI-COLA (7435)							
27997006	1	Invoice	POP & GATORADE FOR RESALE-FULLER HA	02/20/2024	365.16	09/24	100-22-42-5233-323
Total 27997006:					365.16		
Total PEPSI-COLA (7435):					365.16		
PER MAR SECURITY SERVICES (2835)							
3231787	1	Invoice	SERVICES/FULLER HALL	01/08/2024	1,628.76	09/24	100-22-42-5233-299
Total 3231787:					1,628.76		
Total PER MAR SECURITY SERVICES (2835):					1,628.76		
PITNEY BOWES BANK INC RESERVE ACCT (758)							
022824	1	Invoice	PREPAID POSTAGE	02/28/2024	3,000.00	09/24	100-11210
Total 022824:					3,000.00		
1024805879	1	Invoice	RED INK CARTRIDGE/POSTAGE MACHINE	02/13/2024	23.90	09/24	100-24-14-5435-316
1024805879	2	Invoice	RED INK CARTRIDGE/POSTAGE MACHINE	02/13/2024	172.63	09/24	601-23-80-5921-316
1024805879	3	Invoice	RED INK CARTRIDGE/POSTAGE MACHINE	02/13/2024	53.12	09/24	602-23-80-5921-316
1024805879	4	Invoice	RED INK CARTRIDGE/POSTAGE MACHINE	02/13/2024	15.94	09/24	603-23-80-5921-316

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 1024805879:					265.59		
Total PITNEY BOWES BANK INC RESERVE ACCT (758):					3,265.59		
PRUDENT PAINTING (7391)							
012624	1	Invoice	STAIN/WEST TWIN PARK SHELTER	01/26/2024	110.44	09/24	100-22-42-5210-318
Total 012624:					110.44		
Total PRUDENT PAINTING (7391):					110.44		
RECREATION SUPPLY COMPANY (3694)							
522201	1	Invoice	SLING NESTING SAND CHAIRS	02/21/2024	2,003.80	09/24	100-22-42-5242-880
Total 522201:					2,003.80		
Total RECREATION SUPPLY COMPANY (3694):					2,003.80		
RICOH USA, INC. (4831)							
108037848	1	Invoice	COPY MACHINE LEASE/COPY CHARGES/PD	02/09/2024	161.33	09/24	100-21-21-5110-225
Total 108037848:					161.33		
Total RICOH USA, INC. (4831):					161.33		
RIVER CITY COMMUNICATIONS, INC (818)							
102861	1	Invoice	FH PHONE SYSTEM-PROGRAMMING	02/09/2024	637.25	09/24	100-22-42-5233-299
Total 102861:					637.25		
Total RIVER CITY COMMUNICATIONS, INC (818):					637.25		
SAFARILAND, LLC (7541)							
I24-018444	1	Invoice	DIG 320RX TLR7 SAFSEV BSK RH	01/30/2024	147.75	09/24	100-21-21-5110-312
Total I24-018444:					147.75		
I24-025514	1	Invoice	GLOCK 17/22 STX BSK BLK RH	02/10/2024	56.00	09/24	100-21-21-5110-312
Total I24-025514:					56.00		
I24-025637	1	Invoice	GLK GEN 1-5 X300U SFSV BSK BLK RH	02/12/2024	87.00	09/24	100-21-21-5110-312
Total I24-025637:					87.00		
Total SAFARILAND, LLC (7541):					290.75		
SANDRY FIRE SUPPLY (834)							
INV-032662	1	Invoice	GAS FOR 4 GAS MONITOR CALIBRATE	02/12/2024	383.05	09/24	100-21-22-5140-319
Total INV-032662:					383.05		
INV-032766	1	Invoice	BOOTS FOR MADSEN	02/22/2024	557.50	09/24	100-21-22-5140-312
Total INV-032766:					557.50		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total SANDRY FIRE SUPPLY (834):					940.55		
SCS ENGINEERS, AR DEPT (7851)							
04871095	1	Invoice	ENG SVC - AIR CURTAIN INCINCERATOR - N	11/30/2023	3,757.75	09/24	100-22-42-5210-880
Total 04871095:					3,757.75		
0490028	1	Invoice	ENG SVC - AIR CURTAIN INCINCERATOR - D	12/31/2023	2,038.00	09/24	100-22-42-5210-880
Total 0490028:					2,038.00		
Total SCS ENGINEERS, AR DEPT (7851):					5,795.75		
SIOUX SALES COMPANY (5795)							
194605	1	Invoice	SW9VE SER# DVV8481	02/14/2024	270.00	09/24	100-21-21-5110-231
Total 194605:					270.00		
Total SIOUX SALES COMPANY (5795):					270.00		
STORM FLYING SERVICE, INC. (911)							
022824	1	Invoice	AIRPORT MANAGER FEE - FEBRUARY 2024	02/28/2024	4,166.94	09/24	205-23-45-5372-299
Total 022824:					4,166.94		
Total STORM FLYING SERVICE, INC. (911):					4,166.94		
STRESSCRETE INC (4461)							
I-SC3-24020	1	Invoice	ARMS FOR CONCRETE POLES (2)	02/12/2024	3,690.40	09/24	601-23-52-5935-871
Total I-SC3-2402054:					3,690.40		
I-SC3-24020	1	Invoice	CONCRETE POLES (2)	02/13/2024	4,334.00	09/24	601-23-52-5935-871
Total I-SC3-2402061:					4,334.00		
Total STRESSCRETE INC (4461):					8,024.40		
STUART C. IRBY COMPANY (3585)							
S013787735.	1	Invoice	JEANS/NEWMAN	02/02/2024	428.00	09/24	601-23-52-5588-312
Total S013787735.014:					428.00		
S013876401.	1	Invoice	METER BLANKS	01/30/2024	205.69	09/24	601-23-52-5588-318
Total S013876401.001:					205.69		
Total STUART C. IRBY COMPANY (3585):					633.69		
THOMASSON COMPANY (3387)							
62468-00	1	Invoice	35' SOUTHERN YELLOW PINE POLES	01/23/2024	17,500.00	09/24	601-23-52-5935-871
Total 62468-00:					17,500.00		
Total THOMASSON COMPANY (3387):					17,500.00		
TOLLE AUTOMOTIVE, INC. (3188)							
1045 02/05/2	1	Invoice	TIRE REPAIR-2002 CHEV SILVERADO 1500	02/05/2024	51.00	09/24	602-23-61-5935-227

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 1045 02/05/24:					51.00		
23528	1	Invoice	MOUNT & BALANCE 4 TIRES/DISP #4	01/25/2024	148.32	09/24	100-21-21-5110-227
Total 23528:					148.32		
948 02/15/24	1	Invoice	SVC 2013 FORD F-150	02/15/2024	59.51	09/24	602-23-61-5935-227
Total 948 02/15/24:					59.51		
Total TOLLE AUTOMOTIVE, INC. (3188):					258.83		
TOWEL SUPERCENTER (7892)							
158471	1	Invoice	FULLER HALL FACILITY TOWELS	02/16/2024	323.40	09/24	100-22-42-5233-318
Total 158471:					323.40		
Total TOWEL SUPERCENTER (7892):					323.40		
VALUTECH PEST CONTROL (6822)							
4332	1	Invoice	PEST CONTROL/SENIOR CENTER	02/15/2024	35.00	09/24	100-22-42-5280-299
Total 4332:					35.00		
4333	1	Invoice	PEST CONTROL/CITY HALL	02/15/2024	10.50	09/24	100-24-36-5480-299
4333	2	Invoice	PEST CONTROL/CITY HALL	02/15/2024	7.50	09/24	601-23-36-5480-299
4333	3	Invoice	PEST CONTROL/CITY HALL	02/15/2024	6.00	09/24	602-23-36-5480-299
4333	4	Invoice	PEST CONTROL/CITY HALL	02/15/2024	6.00	09/24	603-23-36-5480-299
Total 4333:					30.00		
4334	1	Invoice	PEST CONTROL/FULLER HALL	02/15/2024	32.00	09/24	100-22-42-5233-299
Total 4334:					32.00		
4335	1	Invoice	DOWNTOWN AREA-CO-OP/SSMID	02/15/2024	65.00	09/24	260-23-36-5393-299
Total 4335:					65.00		
Total VALUTECH PEST CONTROL (6822):					162.00		
VASQUEZ, BRAULIO (7893)							
022224	1	Invoice	ELECTRIC REFUND	02/22/2024	65.82	09/24	601-23-80-5903-980
Total 022224:					65.82		
Total VASQUEZ, BRAULIO (7893):					65.82		
WCAD - CHAMBER OF COMMERCE (3486)							
022824	1	Invoice	ANNUAL ALLOCATION FROM H/M RECEIPTS	02/28/2024	27,000.00	09/24	208-23-36-5393-213
Total 022824:					27,000.00		
Total WCAD - CHAMBER OF COMMERCE (3486):					27,000.00		
WEBSTER CITY TRUE VALUE (2155)							
2402-028057	1	Invoice	MISC OPERATING SUPPLIES	02/21/2024	83.95	09/24	603-23-70-5642-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 2402-028057:					83.95		
2402-028247	1	Invoice	BATTERIES	02/23/2024	39.98	09/24	601-23-52-5588-318
Total 2402-028247:					39.98		
2402-028336	1	Invoice	PVC CEMENT	02/23/2024	19.99	09/24	601-23-52-5588-318
Total 2402-028336:					19.99		
2402-028964	1	Invoice	POST TEST-POSTAGE	02/27/2024	16.20	09/24	100-21-21-5110-221
Total 2402-028964:					16.20		
Total WEBSTER CITY TRUE VALUE (2155):					160.12		
WESCO RECEIVABLES CORP (1038)							
917117	1	Invoice	JACK JUMPERS FOR CUTOUTS	01/22/2024	975.63	09/24	601-23-52-5588-318
Total 917117:					975.63		
948069	1	Invoice	UL SCH-80 & PVC TC-40/10 FT	02/15/2024	1,123.20	09/24	601-23-52-5588-318
Total 948069:					1,123.20		
Total WESCO RECEIVABLES CORP (1038):					2,098.83		
Total 03/04/2024:					1,003,573.01		
Grand Totals:					3,754,287.83		

Report GL Period Summary

GL Period	Amount
08/24	2,750,714.82
09/24	1,003,573.01
Grand Totals:	3,754,287.83

Vendor number hash: 602374
Vendor number hash - split: 1192327
Total number of invoices: 173
Total number of transactions: 376

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	3,754,287.83	3,754,283.83
Grand Totals:	3,754,287.83	3,754,283.83

FUND LIST TOTALS FOR BILLS March 4, 2024

<u>Account</u>	<u>Fund</u>	<u>Total Amount</u>
100	General	151,571.36
201	Worker's Comp	75,000.00
202	Medical/Flex Insurance	75,000.00
204	Road Use Tax Funds	10,876.03
205	Airport Fund	154,166.94
208	Hotel/Motel Tax Fund	53,166.11
228	Low/Moderate Income Revolving	6,223.00
260	SSMID	65.00
300	Debt Service	9,154.30
500	Capital Impr Reserve	1,000,000.00
601	Electric Utility	1,614,020.29
602	Water Utility	371,328.72
603	Sewer Fund	227,831.44
902	Medical/Flex	<u>5,884.64</u>
	Grand Total	\$ 3,754,287.83



TO: Mayor and City Council

FROM: John Harrenstein, City Manager

DATE: March 4, 2024

RE: Webster City Community Theatre request on Sidewalk

SUMMARY: The Webster City Community Theatre approached the city council at the November 20th, 2023 meeting and requested monetary assistance to repairing the sidewalk in front of the Theatre, specifically the intersection of Willson Avenue and Bank Street to bring to ADA Compliance

PREVIOUS COUNCIL ACTION: Council discussed different options and requested that City Attorney Chizek draft a possible change to the Webster City Municipal Code in regard to disbursements from the Hotel/Motel Tax Fund.

BACKGROUND/DISCUSSION:

In late 2023, the Webster City Community Theatre approached the City Council and requested a contribution to repairing the sidewalk in front of the Theatre. Attached is a quote for \$12,278.00 related to the proposed improvement.

The Council requested an amendment to the financing options of the hotel/motel tax fund be made to accommodate this request. Attorney Chizek has prepared possible revisions for Council to consider in the future if Council wants to proceed in that direction.

Transition in city administration delayed action on this item. The Community Theatre is planning to hold a production in early April of this year. Because of safety concerns related to the sidewalk, staff recommended the Council award the Community Theatre a 25% grant from the Hotel/Motel fund in the amount of \$3,069.50 for these improvements. While this award falls outside the granting cycle for the typical hotel/motel grant, based on the Theatre's history in the community, upcoming performance, general safety/welfare of visitors to the Theatre, and tourism related activity associated with the Theatre warrants the award outside of the granting cycle. If approved, staff will provide the Hotel/Motel board with information related to this award when they begin consideration of awards for the next cycle.

In addition to the grant, staff has directed the removal of the tree adjacent to the sidewalk that will be improved because of root issues under the sidewalk that will be replaced.

FINANCIAL IMPLICATIONS:

The \$3,069.50 will be paid from the Hotel/Motel Funds.

RECOMMENDATION: Staff recommends Council approve this request.



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

QUOTE

Quote Number: 309
Quote Date: Oct 3, 2023
Page: 1

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

Description	Amount
concrete work / sidewalks	
items	
21ft curb and gutter at corner plus 4 ft at new handycap entrance	
includes 2 ADA panels	
approx 162 lin ft sidewalk replaced	
replace front main entrance from door to street and add step	
area around tree after concrete demo / tree roots to be removed to find and set grade toward corner	
4 x 8 and 4 x 4 concrete by side door on bank st	
all labor, materials, equipment and permits	12,278.00

Jeff Habhab Construction Inc.

Subtotal	12,278.00
Sales Tax	
TOTAL	12,278.00

RESOLUTION NO. 2024 - xxx
DIRECTING PUBLICATION OF GROSS WAGE
SALARIES FOR FULL TIME AND PART TIME CITY
EMPLOYEES FOR THE CALENDAR YEAR 2023

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

The City Clerk of the City of Webster City, Iowa is hereby directed to publish the following list of full time and part time employees' gross wages, for the calendar year 2023; as required by Section 388.4, paragraph 4 of the Iowa Code and 372.13, paragraph 6 of the Iowa Code.

<u>Name</u>	<u>Annual Wages</u>
HAWKINS, JOHN C.	1,800.00
MCKINNEY, MATTHEW L.	1,400.00
WELCH, LOGAN A.	1,250.00
MCFARLAND, MEGAN E.	1,450.00
HANSEN, ABIGAIL J.	1,400.00
ORTIZ-HERNANDEZ, DANIEL	155,195.05
BISHOP, BIRIDIANA	114,080.27
WOLFGRAM, DOREEN A.	82,712.81
DICKINSON, ADAM L.	110,600.36
DINGMAN, CHAD M.	70,249.71
PARKHILL, MARTY E.	98,832.73
MADSEN, TODD M.	47,904.71
JACKSON, JEFFREY S.	57,497.01
STRONER, BRIAN M.	74,845.68
WEST, JOHN A.	59,480.76
MOURTON, RUSSELL E.	87,381.58
CASEY, DANA R.	88,678.75
ORTON, RYAN D.	108,743.01
PASCHKE, RODNEY A.	46,748.66
CHAMBERS, TODD A.	68,686.54
DAYTON, BRYAN K.	86,765.72
PETERSON, RICK E.	53,319.00
BARNES, DERRICK S.	92,386.86
KNOWLES, NICHOLAS A.	99,255.90
FARWELL, GREGORY A.	66,041.55
PARKER, LOGAN M.	53,533.92
MC COLLOUGH, DOUGLAS J.	91,467.23
NEWMAN, BRADY N.	62,710.58
NELSON, BENJAMIN J.	59,536.73
HOLST, RONALD W	2,425.00
WILLS, DON H.	2,678.00
DOOLITTLE, KENDALL J.	1,915.00
HAYES, BRANDON W.	70,504.27
STEWART, EARL L	1,500.00
FERGUSON, WILLIAM M.	1,155.00
TOLLE, PAUL A.	2,605.50
MORK, SHILOH B.	90,630.90
CLARK, TERRI L.	36,913.28
HOUGE, CLINTON J.	86,394.39
JESSEN, PHILLIP N.	12,259.50

MADSEN, TODD M	2,625.50
WINDSCHITL, JOAN E.	30,318.66
WILLIAMS, ZACHARY W.	1,468.00
CASEY, DANA R	535.00
WEINSCHENK, KENRIC J	2,353.50
SOWLE JR., ANDREW W.	68,517.29
PRITCHARD, BRANDON D.	74,513.75
MCKINLEY, ERIC K.	79,720.96
FRAZIER, LOGAN W.	120.00
ESTLUND, JEROMY J.	68,445.00
ZEHNER, DONALD F.	2,485.00
FOX, JEFFREY A.	7,635.50
YOUNGDALE, COLE C.	1,016.00
NOWELL, TANNER J.	60,487.35
FEICKERT, DAKOTA L.	1,344.00
STANSFIELD, CHARLES T.	82,228.20
ROSE, DYLAN M.	72,016.90
BASINGER, RYAN A.	71,976.84
HANSON, STEVEN M.	20.00
FRAKES, JUSTIN M.	565.00
HAYES, HUNTER W.	5,067.50
HAYES, HARRISON W.	12,918.00
THUMMA, STEVEN L.	73,345.71
LEHMAN, MICHEAL L.	78,023.79
LEHMAN, MICHEAL L.	1,145.00
LOWE, ANDREW T.	19,485.17
MOURLAM, DALTON G.	65,391.12
RUSH, DEBORAH G.	50,704.78
LUFT, ANTHONY J.	27,112.03
DILLEY, JEAN M.	53,296.45
STALEY, AMANDA L.	900.00
WATKINS, MARK D.	82,781.31
HOLCOMBE, IAN J.	6,132.38
CAMPBELL, AARON M.	920.00
WHITEHILL, AUDRIANA G.	46,623.45
SCHWERING, DREW M.	2,305.00
SCHANZ, ALEC M.	7,415.54
HANSON, CONNER	915.00
HOLCOMBE, IAN J.	51,409.51
ZUETLAU, RYAN W.	285.00
STURM, CIARA L.	10,569.66
WAGNER, JORDAN J.	1,440.00
KUMM, MAXWELL J.	810.00
RICH, RHONDA R.	3,673.49
GAFKJEN, MADISON N.	11,459.00
HUNTER, EMMA M.	12,484.40
LITTLEJOHN, GREGORY G.	60.00
DOOLITTLE, DAN L	15,048.00
WILLIAMS, ZACHARY W.	65,085.73
BAHRENFUSS, BRANDON D.	90,768.98
RATCLIFF, BRETT D.	57,698.40
RODEN, JACOB J.	53,656.99
YOUNGDALE, COLE C.	57,890.80
DANIELS, JACOB S.	55,766.37
KLIEGL, SHAWN A.	53,457.88
JONDAL, KOOPER M.	55,192.89

SCHEUERMANN, RILEE C.	52,043.26
SMITH, ELIZABETH A.	58,250.48
CHELESVIG, BETH A.	82,763.23
PEVESTORF, ELIZABETH J.	53,458.42
BONJOUR, KARYL K.	60,715.31
NERLAND, DEDRA R.	56,166.47
HAGLUND, DENISE D.	43,840.79
WINTER, KIRBY L.	106,255.59
JOHNSON, LAURA A.	40,096.75
HESLEY, EMILY M.	47,410.50
DINSDALE, ASHLEY J.	49,064.15
BERTRAN, ARIEL L.	68,688.81
DRUBE, DERRICK DANIEL	45,741.30
BINDERT, NICHOLAS J.	41,288.02
FLAWS, LARRY J.	20,174.16
GLASCOCK, MARK A.	50,909.24
LESHER, BREANNE M.	76,013.89
HARMS, BRIAN K.	14,144.79
MCFARLAND, CHARLES DANIEL	27,092.53
ASKLUND, ANTHONY T.	7,025.40
SPELLMEYER, WILLIAM C.	5,489.42
MITCHELL, MCKENNA K.	3,103.51
OLSON, NICHOLAS L.	8,189.63
LINDSTROM, SARAH J.	5,121.96
BINDER, MEREDITH K.	10,261.58
PRUISMANN, LINDA A.	18,348.76
LAMB, MITCHELL S.	6,343.50
DRAEGER, MAKAYLEE M.	3,691.45
CRYSTAL, EVERETT T.	13,609.64
MCKEE, BRONWYN E.	4,814.37
BAILEY, ERIN S.	1,639.70
O'HEARN, ELLENOR A.	734.08
ANDERSON, KELLY R.	623.50
NELSEN, DENISE L.	21,922.20
FARO, FRANK L.	5,574.75
PETERSON, ADALIE J.	24.00
GALLENLINE, ABIGAIL M.	3,455.83
HANSEN, ELLA M.	6,336.80
GARVEY, ROGER A.	6,706.00
FOLEY, PATRICK R.	7,627.64
BAILEY, CLAIRE M.	3,073.26
LASOURD, RILEY GENE	1,653.76
THONGSOUK, TAHSIYA W.	2,340.44
SCHULTZ, CAMDEN J.	4,324.94
KENVILLE, REBECCA M.	1,035.13
CASEY, REESE ANN	1,557.32
BINDER, RILEY K.	2,903.14
HENDERSON, BRYAR J.	959.09
LARSON, GABRIELLE M.	1,217.82
GARVEY, ANNE N.	360.25
OUIVERSON, ERIN A.	2,798.32
DINSDALE, SOPHIE J.	8,836.14
PECK, EMMA G.	7,870.16
KEANE, ROSS M.	12,555.04
GALLENLINE, OLIVIA M.	4,334.07
STANLEY, KAMEY	2,404.26

PETERSON, AVA	2,001.14
BEAULIEU, ADDYSON JOY	2,597.01
MOORE, KENNEDY AIANE	495.02
HEDEEN, MARISSA KAY	2,435.45
ORTON, ADDILYN LASHAE	2,858.83
BARGFREDE, DELAINEY ANN	465.51
CALLAHAN, SPENCER AARON	1,911.00
NOHRENBURG, BONNIE RAE	1,630.03
VANSICKEL, LINCOLN L.	498.25
MILLER, COLE D.	1,063.25
STUELAND, CAMERON M.	602.75
CLABAUGH, TUCKER	429.00
BAHRENFUSS, BREANNA LEE	2,032.38
ANDERSON, CHOLE K.	720.01
NOHRENBURG, BEAU ROBERT	24.50
BAILEY, JESSICA RUTH	3,176.25
NYDEGGER, ASHLEE ANNE	565.32
NOHRENBURG, COLE ALLEN	2,183.57
PETERSON, ELLIE	2,674.20
HANSEN, MIA A.	2,577.26
GRAMBLIN, ELIZABETH A.	1,707.00
HENELY, BRAYDEN J.	9,295.00
MEYERS, STEVEN R.	10,344.75
FIRSCHING, LUKE E.	<u>28.13</u>
	5,257,867.90

A detailed listing of fringe benefits is on file at the City Manager's and City Clerk's offices.

Passed and adopted this 4th day of March, 2024.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk



MEMORANDUM

TO: Mayor and City Council

FROM: Adam Dickinson, Line Department Supervisor

DATE: March 4, 2024

RE: Accepting Permanent Easements in connection with Electrical Underground Conversion

SUMMARY: Certain permanent easements need to be obtained to move forward with the Electric Underground Conversion. Staff is requesting that Council accept permanent easements from the owners of 609 Oak Park Drive and 605 Parkway Drive both located in Webster City, Iowa.

PREVIOUS COUNCIL ACTION: Other easements have been required and obtained over the past few years to continue with converting the overhead electrical service to underground.

BACKGROUND/DISCUSSION: With the acceptance of these two permanent easements from these property owners, the City will be able to finish the electrical conversion in that neighborhood.

FINANCIAL IMPLICATIONS: The electric utility will fund this internal project. This also falls in line with converting electrical services to underground.

RECOMMENDATION: Staff recommends Council accept the permanent easements and authorize the Mayor and City Clerk to execute said aforementioned easements in connection with Electrical Underground Conversion.

RESOLUTION NO. 2024 – _____

**RESOLUTION ACCEPTING PERMANENT EASEMENTS FROM THE OWNERS OF 609 OAK PARK DRIVE
AND 605 PARKWAY DRIVE IN CONNECTION WITH ELECTRICAL UNDERGROUND CONVERSION**

WHEREAS, Electrical Underground Conversion consists of installing new underground electrical lines and removing the existing overhead lines; and,

WHEREAS, for the construction and maintenance of the underground lines the following easements are required:

the easements granted by

Virginia L. Hassebrock	609 Oak Park Drive	February 22, 2024
------------------------	--------------------	-------------------

Roger & Carol Main	605 Parkway Drive	February 19, 2024
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NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Webster City, Iowa, as follows:

SECTION 1: That Council accept aforementioned permanent easements to continue with the City's Electric Underground Conversion Project.

SECTION 2: That said permanent easements are hereby approved upon being executed by both parties.

Passed and adopted this 4th day of March, 2024.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

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

EASEMENT CONVEYANCE

THIS AGREEMENT, made and entered into on this 22 day of February, 2024, by and between Virginia L. Hassebrock, whose address for purpose of this Agreement is 609 Oak Park Drive, Webster City, Iowa 50595, hereinafter referred to as OWNER, and City of Webster City, Iowa, hereinafter referred to as CITY, as follows:

WITNESSETH:

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

THE EAST 7.00 FEET OF LOT 22, SUBDIVISION NO. 2 OF NORTH OAK PARK ADDITION TO WEBSTER CITY, IOWA.

As shown on attached Exhibit "A" and by this reference made a part hereof.

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

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

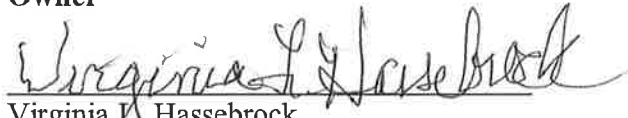
It is understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

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

for personal damage or property damage for any incident that occurs within the Easement Area that is not directly resulting from the City's construction, reconstruction, operation, maintenance and/or use of the utilities located within the Easement Area by the City or its agents, contractors, employees or assigns.

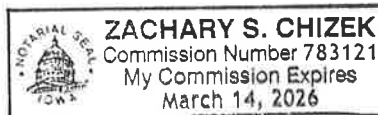
IN WITNESS WHEREOF, the parties herein have set their hands this 22 day of February, 2024.

Owner


Virginia L. Hassebrock
Owner

STATE OF IOWA, COUNTY OF HAMILTON: ss

On this 22 day of February 2024, before me, the undersigned a Notary Public in and for the said State, personally appeared Virginia L. Hassebrock to me personally known, who being by me duly sworn, did say that she is the property owner and that she is executing the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.




Notary Public in and for the State of Iowa.

City of Webster City Iowa

John Hawkins, Mayor

ATTEST:

Karyl Bonjour, City Clerk

STATE OF IOWA, COUNTY OF HAMILTON: ss

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Hawkins and Karyl Bonjour, to me personally known, who being by me duly sworn, did say they are the Mayor and City Clerk, respectively, of the City of Webster City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the corporation, by authority of its City Council, and that John Hawkins and Karyl Bonjour acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa.

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

EASEMENT CONVEYANCE

THIS AGREEMENT, made and entered into on this ____ day of _____, 2024, by and between Main Family LLC, whose address for purpose of this Agreement is 4813 Oxford Drive, Sioux City, IA 51106-9522 hereinafter referred to as OWNER, and City of Webster City, Iowa, hereinafter referred to as CITY, as follows:

WITNESSETH:

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

THE WEST 7.00 FEET OF LOT 29, SUBDIVISION NO. 2 OF NORTH OAK PARK ADDITION TO WEBSTER CITY, IOWA.

As shown on attached Exhibit "A" and by this reference made a part hereof.

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

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

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

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

for personal damage or property damage for any incident that occurs within the Easement Area that is not directly resulting from the City's construction, reconstruction, operation, maintenance and/or use of the utilities located within the Easement Area by the City or its agents, contractors, employees or assigns.

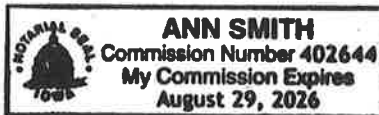
IN WITNESS WHEREOF, the parties herein have set their hands this 19th day of February, 2024.

Owner

Roger + Carol Mann
Title: CEO
Main Family LLC
Owner

STATE OF IOWA, COUNTY OF HAMILTON: ss

On this 19th day of February, 2024, before me, the undersigned a Notary Public in and for the said State, personally appeared Roger + Carol Mann to me personally known, who being by me duly sworn, did say that they are the Owners of Main Family LLC, that the instrument was signed on behalf of the corporation and and that they acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



Ann Smith
Notary Public in and for the State of Iowa.

City of Webster City Iowa

John Hawkins, Mayor

ATTEST:

Karyl Bonjour, City Clerk

STATE OF IOWA, COUNTY OF HAMILTON: ss

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Hawkins and Karyl Bonjour, to me personally known, who being by me duly sworn, did say they are the Mayor and City Clerk, respectively, of the City of Webster City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the corporation, by authority of its City Council, and that John Hawkins and Karyl Bonjour acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa.



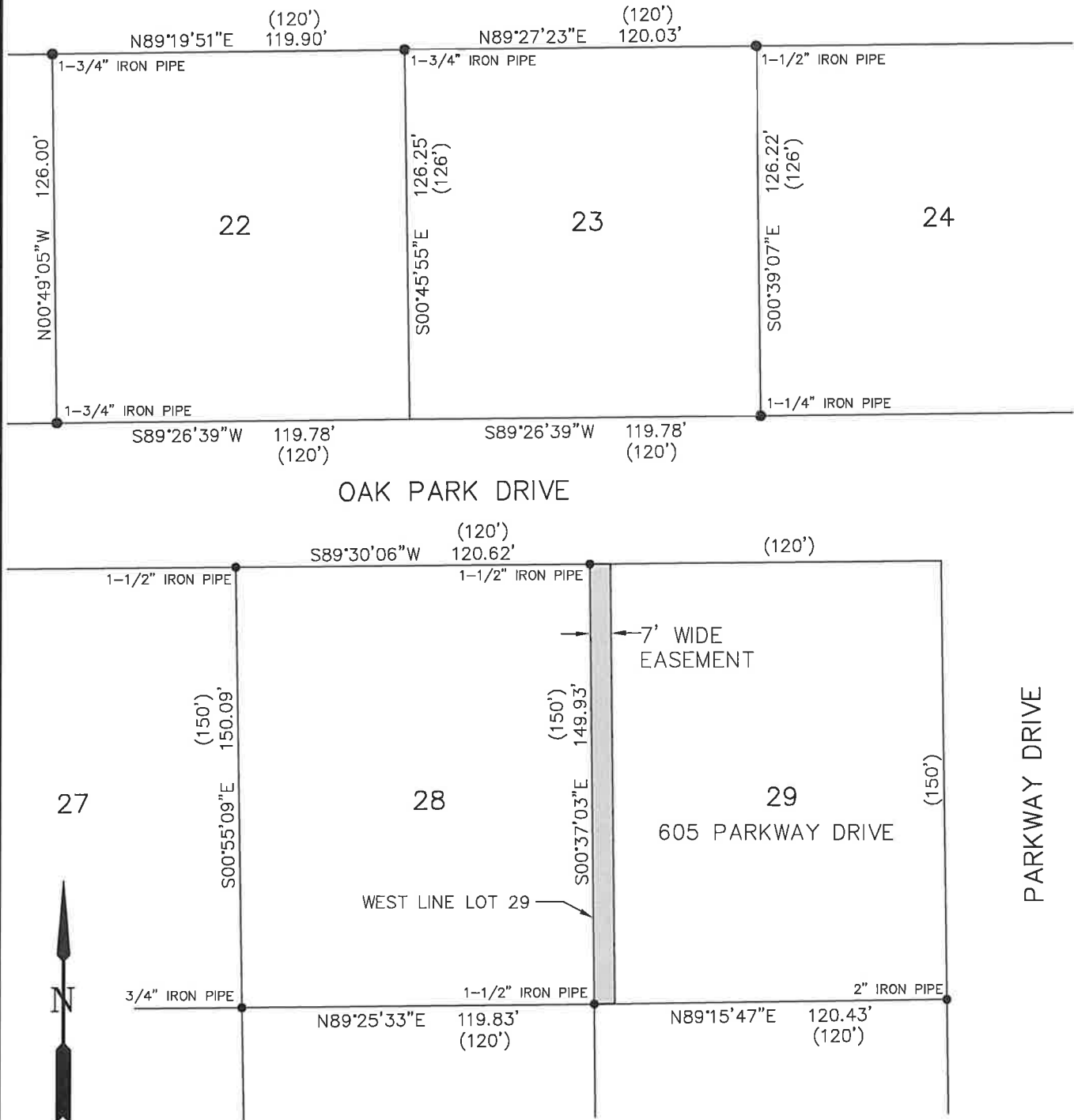
SCHLOTFELDT
ENGINEERING
INC.

PO BOX 220, WEBSTER CITY, IOWA 50595 515 832 2471

EXHIBIT 'A'

LEGAL DESCRIPTION - PERMANENT EASEMENT

THE WEST 7.00 FEET OF LOT 29, SUBDIVISION NO. 2 OF NORTH OAK PARK ADDITION TO WEBSTER CITY, IOWA.



SCALE: 1" = 50'

CORNERS FOUND: • AS NOTED ABOVE

1320.00' = MEASURED DISTANCE

(1320.00') = PLAT OR DEED DISTANCE

MEMO

TO: Mayor and City Council

FROM : Dodie Wolfgram, Finance Director

DATE: March 4, 2024

RE: Reimbursement Resolution

SUMMARY: Staff requests the City Council adopt a reimbursement resolution in order to reimburse ourselves for costs related to the electric portion of the AMI meter project that were incurred prior to issuing bonds for the project.

BACKGROUND/DISCUSSION:

An AMI Metering system has been part of Webster City's Capital Improvement Plan for many years and was considered a top priority of capital projects at the 2022 goal setting session. A total of \$2 million was budgeted in both the electric and water utilities to cover the cost of the project with approximately \$1.15 million of APRA funds designated to partially cover the costs of the water utility's portion of the project. The AMI project was awarded in April of 2023 with infrastructure installation beginning in June, water meter installation in January and electric meter installation a few weeks ago.

Additionally, the City Council recently approved an agreement with the Corn Belt Power Cooperative and NIMECA to construct the Reisner substation. The city's portion of this project is approximately \$4.3 million dollars. A second project associated with the Reisner Substation includes sub feeders in the amount of \$1.3 million dollars. To maintain the 1% annual electric utility increase, these projects and the AMI meters will need to be financed with municipal bonds.

While the AMI project was originally anticipated to be funded with cash, upcoming projects in both the Water and Electric Utility as well as the water plant upgrades necessitate the AMI project to be financed with bonds to fit within the rate structure increases adopted by the City Council. Because costs have already been incurred on the AMI project prior to issuing the bonds, the reimbursement resolution is required to be adopted by the City Council to recover those costs and maintain prudent levels of reserves in both the water and electric utility funds.

FINANCIAL IMPLICATIONS: The financial implications of not adopting the reimbursement resolution are negative impacts to the electric and water fund balance requiring a greater annual increase than 1% for the electric utility.

RECOMMENDATION: I recommend city council adopt the reimbursement resolution provided by Dorsey & Whitney in regards to reimbursing ourselves for the AMI meter project.

CITY MANAGER'S RECOMMENDATION: Recommend approval.

RESOLUTION NO. _____

Resolution relating to the financing of proposed projects to be undertaken by the City of Webster City, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code

BE IT RESOLVED by the City Council (the “Council”) of the City of Webster City, Iowa (the “City”), as follows:

Section 1. Recitals.

(a) The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the “Regulations”) dealing with the issuance of bonds, all or a portion of the proceeds of which are to be used to reimburse the City for project expenditures made by the City prior to the date of issuance.

(b) The Regulations generally require that the City make a prior declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued borrowing and that the borrowing occur and the reimbursement allocation be made from the proceeds of such borrowing within a certain period after the payment of the expenditure or the date the projects are placed in service; and

(c) The City desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

Section 2. Official Intent Declaration.

(a) The City proposes to undertake the following projects and to make original expenditures with respect thereto prior to the issuance of bonds, notes or other obligations (the “Bonds”) and reasonably expects to issue the Bonds for such projects in the maximum principal amount shown below:

<u>Projects</u>	<u>Maximum Amount of Bonds Expected to be Issued for Projects</u>
Electric Utility AMI Meter Project	\$2,000,000

(b) Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds or (ii) expenditures made not earlier than sixty days prior to the date of this Resolution or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the projects have heretofore been made by the City for which the City will seek reimbursement from the proceeds of the Bonds.

(c) This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 3. Budgetary Matters.

As of the date hereof, there are no City funds reserved, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long term basis or otherwise set aside) to provide permanent financing for the expenditures related to the projects, other than pursuant to the issuance of the Bonds. This resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof, all within the meaning and content of the Regulations.

Section 4. Reimbursement Allocations.

The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make payment of the prior costs of the projects. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds, shall specifically identify the actual prior expenditure being reimbursed or, in the case of reimbursement of a fund or account, the fund or account from which the expenditure was paid, and shall be effective to relieve the proceeds of the Bonds from any restriction under the bond resolution or other relevant legal documents for the Bonds, and under any applicable state statute, which would apply to the unspent proceeds of the Bonds.

Section 5. Repealer.

All resolutions, parts of resolutions, or actions of the City Council in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved March 4, 2024.

Mayor

Attest:

City Clerk

MEMORANDUM

TO: Mayor and City Council

FROM : Dedra Nerland, Public Works Management Assistant
Nick Knowles, Water and Wastewater Department Supervisor

DATE: March 4, 2025

RE: Adopt Resolution approving Change Order No. 4.2, accepting the completion of the Water Treatment Facility Improvements Project and authorizing final payment, including retainage to Peterson Construction.

SUMMARY: The City Council authorized an agreement with Bolton and Menk on November 15, 2021 to provide professional services for water related matters and authorized the purchase of various chemical feed equipment recommended for upgrades by Bolton and Menk at the Water Treatment Plant. The notice to bidders for the replacement of the Carbon Dioxide system and the chlorine feed system was posted on April 13th.

PREVIOUS COUNCIL ACTION: Authorized agreement to enter contract with Peterson Construction, (Section 00500 – Contract) on 1st day of June, 2022. (included with project history)

BACKGROUND/DISCUSSION:

Bolton and Menk performed an assessment of the Water Treatment Plant and determined updates were needed to our chemical and chlorine feed systems. City staff installed the polymer, sodium aluminate coagulant, polyphosphate, orthophosphate and lime feed equipment. The installation of city procured carbon dioxide and booster pump system, the furnishing and installation of chlorination system improvements and the SCADA integration will be completed by a contractor. The awarded contractor, Peterson Construction was given 220 days to substantially complete the work requested.

Change Order No.1 was effective January 16, 2023. It revised the project time for March 24, 2023 for completion date. Reason for this change order was Contractor's instrumentation and controls subcontractor is delayed due to electrical component supply chain issues.

Change Order No.2 was effective March 20, 2023. It revised project time for June 30, 2023 for final completion date. Reason for this change order was Contractor's instrumentation and controls subcontractor is delayed due to electrical component supply chain issues.

Change Order No.3 was effective June 20, 2023. It revised the project time for July 28, 2023 for completion date. Reason for this change order was Contractor's instrumentation and controls subcontractor is delayed due to electrical component supply chain issues.

Change Order No.4.1 was effective February 20, 2024. It revised the project time for February 8, 2024 as the final completion date. Reason for this change order was Contractor delay in installing removable pH probe, y-strainer, and pH control loop calibration.

Change Order No.4.2 Revises the contract price for balance on Contract Allowance balance, which is a deduct of \$2,128.55 from the original contractor price of \$693,000, making the complete contractor portion \$690,871.45 and 605 days opposed to 220 days as originally stated.

FINANCIAL IMPLICATIONS:

This will be paid for by the Water Fund. The engineer's estimate for the portion of this project was \$700,000.

RECOMMENDATION:

Recommend City Council adopt resolution approving Change Order No. 4.2, accepting the completion of the Water Treatment Facility Improvements Project and authorize final payment (Pay Applications #9 & #10, there was not a Pay Application #10) of \$78,488.15 for work completed, including retainage amount of \$34,430.70, to Peterson Construction.

RESOLUTION NO. 2024 – xxx

RESOLUTION APPROVING CHANGE ORDER NO. 4.2, ACCEPTING THE COMPLETION OF THE WATER TREATMENT FACILITY IMPROVEMENTS PROJECT AND AUTHORIZING FINAL PAYMENT (PAY APPLICATIONS #9 & #11) OF \$78,488.15 FOR WORK COMPLETED, INCLUDING RETAINAGE AMOUNT OF \$34,430.70, TO PETERSON CONSTRUCTION, WEBSTER CITY, IOWA

WHEREAS, on the 1st day of June, 2022 the City of Webster City entered into a contract with Peterson Construction for the Water Treatment Facility Improvements Project; and

WHEREAS, contract Change Orders No. 1 through 4.1 were all date extensions to the project due to delayed electrical component supply chain issues; and

WHEREAS, contract Change Order No. 4.2, has the following revisions made in the Contract price due to Contract Allowance;

Original Contract Price:	\$693,000.00
Change Order No. 4.2	(-\$2,128.55)
Revised Contract Price	\$690,871.45

AND WHEREAS, the project has been completed and the City of Webster City has a final payment of \$78,488.15 (Pay Application #9 and #11, no Pay Application #10) due to Peterson Construction, Webster City, Iowa.

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

SECTION 1: Approve Change Order No. 4.2 and accept completion of the Water Treatment Facility Improvements Project.

SECTION 2: Authorizes final payment of \$78,488.15, (Pay Applications #9 and #11) to Peterson Construction, Webster City, Iowa, for the Water Treatment Facility Improvements Project.

Passed and adopted this 4th day of March, 2024.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk



Real People. Real Solutions.

1519 Baltimore Drive
Ames, IA 50010-8783

Ph: (515) 233-6100
Fax: (515) 233-4430
Bolton-Menk.com

February 19, 2024

Via Email: dnerland@webstercity.com

Dedra Nerland
400 Second Street
Webster City, IA 50595

RE: Webster City Water Treatment Plant Improvements
Project No. 0M2.126087
Project Closeout

Dear Dedra:

The construction work for the water treatment plant improvements is complete.

The following documents are enclosed for your review and action:

- Field Order No. 7
- Change Order No. 4 – Extension of project time and deduct for balance of contract allowance.
(Please sign and return via email to me.)
- Payment Application No. 9 – Note that Contractor submitted this application to me February 16,
and failed to transmit it to me in August.
- Payment Application No. 11 – Final payment application including release of retainage.
- Lien Waivers

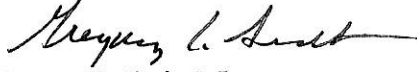
Note that Contractor did not submit a Payment Application No. 10.

I recommend that the City make final payment to Contractor.

Dedra Nerland, City of Webster City
February 19, 2024
Page 2

Please contact me with questions and discussion.

Sincerely,



Gregory L. Sindt, P.E.
Senior Environmental Engineer
Bolton & Menk, Inc.

C: Nick Knowles, City of Webster City – with enclosures, via email
 Karl Peterson, Peterson Construction – with enclosures, via email
 Ron Covert, Bolton & Menk, with enclosures, via email
 Herman Dharmarjah, Bolton & Menk, with enclosures, via email

SECTION 00992 -- ENGINEER'S FIELD ORDER

ENGINEER'S FIELD ORDER	OWNER	<input type="checkbox"/> Biridiana Bishop
		<input type="checkbox"/> Nick Knowles
		<input type="checkbox"/> Todd Chambers
		<input type="checkbox"/> Dedra Nerland
	ENGINEER	<input type="checkbox"/> Greg Sindt
		<input type="checkbox"/> Herman Dharmarajah
	CONTRACTOR	<input type="checkbox"/> Karl Peterson
	FIELD	<input type="checkbox"/> Ron Covert

PROJECT: Water Treatment Facility Improvements FIELD ORDER NO: 7
(name, address)

OWNER: City of Webster City DATE: February 8, 2024

TO: (CONTRACTOR) ENGINEER'S PROJECT NO: 0M2.126087
Karl Peterson
Peterson Construction
1929 W Second Street
Webster City, IA 50595 CONTRACT FOR:

CONTRACT DATED: June 1, 2022

You are hereby directed to execute promptly this Field Order which interprets the Contract Documents or orders minor changes in the Work without change in Contract Sum or Contract Time.

If you consider that a change in Contract Sum or Contract Time is required, please submit your itemized proposal to the Engineer immediately and before proceeding with this Work. If your proposal is found to be satisfactory and in proper order, this Field Order will in that event be suspended by a Change Order.

Description:

7.1 Y-Strainer

Install 2" stainless steel y-strainer and remove two existing PVC y-strainers. Include \$2,257.45 as a Contract Allowance item in the payment applications.

Attachments: Contractor's January 3, 2024 Change Order Request

ENGINEER:



DATE: February 8, 2024

0M2.126087 - Webster City, IA
Water Treatment Facility Improvements

ENGINEER'S FIELD ORDER
PAGE 00992-1



PETERSON CONSTRUCTION
1929 W SECOND ST
WEBSTER CITY, IA 50595
(515) 832-1216

FIG. 7.1
CHANGE ORDER REQUEST

DATE 1/23/24
JOB NAME Water Treatment
CITY Webster City

COR # 2
CONTRACT DATE _____
DESIGNER Bolton & Menk

DESCRIPTION:

Cost for a 2" stainless steel y-strainer on the booster pump discharge piping

ACTIVITY	MATERIAL	LABOR	SUBCONTRACTOR
Y- strainer and piping	\$ 763.00	\$ 1,200.00	
TOTALS	\$ 763.00	\$ 1,200.00	\$ 0.00

0%	SUBCONTRACTOR MARKUP	\$ 0.00
15%	SELF PERFORM MARKUP	\$ 294.45

ADDITIONAL CHARGE: \$ 2,257.45

NUMBER OF CONTRACT DAYS EXTENDED/REDUCED: _____

ABOVE ADDITIONAL WORK TO BE PERFORMED UNDER SAME CONDITIONS AS SPECIFIED IN ORIGINAL CONTRACT UNLESS OTHERWISE STIPULATED.

SIGNED: _____ DATE: _____
(OWNER SIGNS HERE)

WE HEREBY AGREE TO FURNISH LABOR AND MATERIALS - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, AT ABOVE STATED PRICE.

SIGNED: Karl Peterson DATE: 1/23/24
(CONTRACTOR SIGNS HERE)

SIGNED: _____ DATE: _____
(ARCHITECT SIGNS HERE)

Webster City Water Plant Improvments
Constractor Payment Application Summary

Contract Price	\$693,000.00
C.O. No. 4	(\$2,128.55)
Final Contract Price	\$690,871.45

Pay App	Amount
1	\$19,000.00
2	\$19,000.00
3	\$19,000.00
4	\$112,683.30
5	\$140,600.00
6	\$128,250.00
7	\$69,350.00
8	\$104,500.00
9	\$41,800.00
10	\$0.00
11	\$36,688.15
Total	\$690,871.45

SECTION 00991 – CHANGE ORDER

(Instructions on reverse side)

No. 04

PROJECT: Water Treatment Facility Improvements

DATE OF ISSUANCE: February 20, 2024

EFFECTIVE DATE: February 20, 2024

OWNER: City of Webster City

ENGINEER'S Project No.: 0M2.126087

CONTRACTOR: Peterson Construction

ENGINEER: Bolton & Menk, Inc.

You are directed to make the following changes in the Contract Documents.

Description:

4.1 Revise project time for February 8, 2024 final completion date.

4.2 Revise Contract Price for balance of Contract Allowance

Reason for Change Order:

Contractor delay in installing removable pH probe, y-strainer, and pH control loop calibration

Contract Price adjustment for Contract Allowance balance (deduct from Price)

Attachments: (List documents supporting change)

Contract Allowance Summary

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
\$693,000.00	Substantial Completion :-- days or dates
	Ready for final payment :220 days or dates
Net changes from previous Change Orders No. <u>01</u> to No. <u>03</u>	Net changes from previous Change Orders No. <u>01</u> to No. <u>03</u>
\$0	190 days
Contract Price Prior to this Change Order	Contract Times prior to this Change Order
\$693,000.00	Substantial Completion :-- days or dates
	Ready for final payment :410 days or dates
Net No Change (Increase/Decrease/No Change) of this Change Order	Net Increase (Increase/Decrease/No Change) of this Change Order
\$(2,128.55)	195 days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$690,871.45	Substantial Completion :-- days or dates
	Ready for final payment :605 days or dates

RECOMMENDED:

By:  Engineer (Authorized Signature)

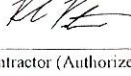
Date: 2/8/2024

APPROVED:

By: _____ Owner (Authorized Signature)

Date: _____

ACCEPTED:

By:  Contractor (Authorized Signature)

Date: 2/15/24

EJCDC No. 1910C8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

0M2.126087 – Webster City, IA
Water Treatment Facility Improvements

CHANGE ORDER
PAGE 00991-1

Co. 4.2

Webster City Water Plant Improvements
Contract Allowance Summary

Field Order	Description	Amount	Allowance Balance
	Contract Allowance		\$5,000.00
2.5	Isolation Valve Plant Water Service	\$614.00	\$4,386.00
7.1	Y-Strainer and Piping Work	\$2,257.45	\$2,128.55
	Change Order 4.2 Adjustment to Final Contract Price		-\$2,128.55

SECTION 00991 – CHANGE ORDER

(Instructions on reverse side)

No. 04

PROJECT: Water Treatment Facility Improvements

DATE OF ISSUANCE: February 20, 2024

EFFECTIVE DATE: February 20, 2024

OWNER: City of Webster City

ENGINEER'S Project No.: 0M2.126087

CONTRACTOR: Peterson Construction

ENGINEER: Bolton & Menk, Inc.

You are directed to make the following changes in the Contract Documents.

Description:

4.1 Revise project time for February 8, 2024 final completion date.

4.2 Revise Contract Price for balance of Contract Allowance

Reason for Change Order:

Contractor delay in installing removable pH probe, y-strainer, and pH control loop calibration

Contract Price adjustment for Contract Allowance balance (deduct from Price)

Attachments: (List documents supporting change)

Contract Allowance Summary	
CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
<u>\$693,000.00</u>	Substantial Completion :-- days or dates
	Ready for final payment :220 days or dates
Net changes from previous Change Orders No. <u>01</u> to No. <u>03</u>	Net changes from previous Change Orders No. <u>01</u> to No. <u>03</u>
<u>\$0</u>	<u>190</u> days
Contract Price Prior to this Change Order	Contract Times prior to this Change Order
<u>\$693,000.00</u>	Substantial Completion :-- days or dates
	Ready for final payment :410 days or dates
Net No Change (Increase/Decrease/No Change) of this Change Order	Net Increase (Increase/Decrease/No Change) of this Change Order
<u>\$(2,128.55)</u>	<u>195</u> days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
<u>\$690,871.45</u>	Substantial Completion :-- days or dates
	Ready for final payment :605 days or dates

RECOMMENDED:

By: 
Engineer (Authorized Signature)


Date: 2/8/2024

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 2/15/24

EJCDC No. 1910C8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

Co. 4.2

Webster City Water Plant Improvements
Contract Allowance Summary

Field Order	Description	Amount	Allowance Balance
	Contract Allowance		\$5,000.00
2.5	Isolation Valve Plant Water Service	\$614.00	\$4,386.00
7.1	Y-Strainer and Piping Work	\$2,257.45	\$2,128.55
	Change Order 4.2 Adjustment to Final Contract Price		-\$2,128.55



AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER: City of Webster City 400 Second Street Webster City, Iowa 50595	PROJECT: Webster City WTP Improvements	APPLICATION NO: 009	Distribution to:
		PERIOD TO: January 3rd, 2024	OWNER: <input type="checkbox"/>
FROM Peterson Construction	VIA Bolton & Menk, Inc.	CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/>
CONTRACTOR: 1929 West Second Street	ARCHITECT: 1519 Baltimore Drive	CONTRACT DATE: June 01, 2022	CONTRACTOR: <input type="checkbox"/>
Webster City, Iowa 50595	Ames, Iowa 50010	PROJECT NOS: / / 9-23-003-1	FIELD: <input type="checkbox"/>
			OTHER: <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$693,000.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$693,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$688,614.00
5. RETAINAGE:	
a. 5.00 % of Completed Work (Column D + E on G703)	\$34,430.70
b. 0 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$34,430.70
6. TOTAL EARNED LESS RETAINAGE	\$654,183.30
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$612,383.30
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$41,800.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$38,816.70

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

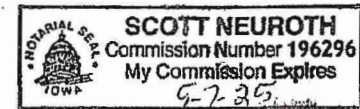
By: KL PK
State of: Iowa

Date: January 3rd, 2024

County of: Hamilton

Subscribed and sworn to before
me this 4th day of August, 2023

Notary Public: Scott Neuroth
My Commission expires: May 07, 2025



Scott Neuroth

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$41,800.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: ENGLER

By: Angela Smith

Date: 2/14/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

RECEIVED 2/16/2024

AIA® Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

009

APPLICATION DATE:

January 3rd, 2024

PERIOD TO:

January 3rd, 2024

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)		
01 000	General Conditions	140,000.00	135,000.00	5,000.00	0.00	140,000.00	100.00%	0.00	7,000.00
02 000	Removals	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00%	0.00	1,200.00
11 247	Carbon Dioxide Storage & Feed System	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00%	0.00	900.00
11 260	Chlorination Equipment	66,000.00	63,000.00	3,000.00	0.00	66,000.00	100.00%	0.00	3,300.00
15 060	Process Piping	47,000.00	47,000.00	0.00	0.00	47,000.00	100.00%	0.00	2,350.00
15 100	Valves	76,000.00	76,000.00	0.00	0.00	76,000.00	100.00%	0.00	3,800.00
15 140	Supports & Anchors	34,000.00	34,000.00	0.00	0.00	34,000.00	100.00%	0.00	1,700.00
15 410	Plumbing Piping	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00%	0.00	350.00
16 010	Electrical	15,000.00	13,000.00	2,000.00	0.00	15,000.00	100.00%	0.00	750.00
16 110	Conduit	36,000.00	35,000.00	1,000.00	0.00	36,000.00	100.00%	0.00	1,800.00
16 120	Wire & Cable	19,000.00	17,000.00	2,000.00	0.00	19,000.00	100.00%	0.00	950.00
16 481	Motor Starters & Equipment	206,000.00	175,000.00	31,000.00	0.00	206,000.00	100.00%	0.00	10,300.00
Allow	Allowance	4,386.00	0.00	0.00	0.00	0.00	0.00%	4,386.00	0.00
FO 2.5	2 1/2" Water Valve	614.00	614.00	0.00	0.00	614.00	100.00%	0.00	30.70
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	\$693,000.00	\$644,614.00	\$44,000.00	\$0.00	\$688,614.00	99.37%	\$4,386.00	\$34,430.70

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User Notes:

(3B9ADAA5)



AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER:	City of Webster City 400 Second Street Webster City, Iowa 50595	PROJECT:	Webster City WTP Improvements	APPLICATION NO:	011	Distribution to:	
				PERIOD TO:	January 08, 2024	OWNER:	<input type="checkbox"/>
FROM	Peterson Construction	VIA	Bolton & Menk, Inc.	CONTRACT FOR:	General Construction	ARCHITECT:	<input type="checkbox"/>
CONTRACTOR:	1929 West Second Street Webster City, Iowa 50595	ARCHITECT:	1519 Baltimore Drive Ames, Iowa 50010	CONTRACT DATE:	June 01, 2022	CONTRACTOR:	<input type="checkbox"/>
				PROJECT NOS:	/ / 9-23-003-1	FIELD:	<input type="checkbox"/>
						OTHER:	<input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	<u>(\$690,871.45)</u>	\$690,871.45
2. NET CHANGE BY CHANGE ORDERS		\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		\$690,871.45
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		\$690,871.45
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)		\$0.00
b. 0 % of Stored Material (Column F on G703)		\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		\$0.00
6. TOTAL EARNED LESS RETAINAGE		\$690,871.45
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		\$654,183.30
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE		\$36,688.15
9. BALANCE TO FINISH, INCLUDING RETAINAGE		\$0.00
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

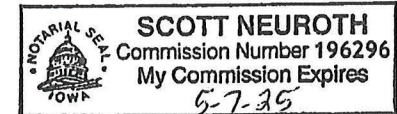
By: [Signature]
State of: Iowa

Date: January 08, 2024

County of: Hamilton

Subscribed and sworn to before
me this 8th day of January, 2024

Notary Public: Scott Neuroth
My Commission expires: May 07, 2025



[Signature]

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$36,688.15
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: ENGINEER

By: [Signature]

Date: 2/19/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

RECEIVED 2/16/2024



AIA® Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

011

January 08, 2024

January 08, 2024

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
01 000	General Conditions	140,000.00	140,000.00	0.00	0.00	140,000.00	100.00%	0.00	0.00
02 000	Removals	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00%	0.00	0.00
11 247	Carbon Dioxide Storage & Feed System	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00%	0.00	0.00
11 260	Chlorination Equipment	66,000.00	66,000.00	0.00	0.00	66,000.00	100.00%	0.00	0.00
15 060	Process Piping	47,000.00	47,000.00	0.00	0.00	47,000.00	100.00%	0.00	0.00
15 100	Valves	76,000.00	76,000.00	0.00	0.00	76,000.00	100.00%	0.00	0.00
15 140	Supports & Anchors	34,000.00	34,000.00	0.00	0.00	34,000.00	100.00%	0.00	0.00
15 410	Plumbing Piping	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00%	0.00	0.00
16 010	Electrical	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	0.00
16 110	Conduit	36,000.00	36,000.00	0.00	0.00	36,000.00	100.00%	0.00	0.00
16 120	Wire & Cable	19,000.00	19,000.00	0.00	0.00	19,000.00	100.00%	0.00	0.00
16 481	Motor Starters & Equipment	206,000.00	206,000.00	0.00	0.00	206,000.00	100.00%	0.00	0.00
Allow	Allowance	2,128.55	0.00	2,128.55	0.00	2,128.55	100.00%	0.00	0.00
FO 2.5	2 1/2" Water Valve	614.00	614.00	0.00	0.00	614.00	100.00%	0.00	0.00
FO 7.1	Y strainer and piping	2,257.45	0.00	2,257.45	0.00	2,257.45	100.00%	0.00	0.00
CO #4	Unused allowance	-2,128.55	0.00	-2,128.55	0.00	-2,128.55	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	\$690,871.45	\$688,614.00	\$2,257.45	\$0.00	\$690,871.45	100.00%	\$0.00	\$0.00

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User Notes:

(3B9ADAA4)

RESOLUTION NO. 2021 – 218

RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BOLTON AND MENK, INC. TO ASSIST THE CITY WITH VARIOUS WATER RELATED MATTERS AND AUTHORIZING THE CITY MANAGER TO PURCHASE THE EQUIPMENT NEEDED FOR VARIOUS WATER TREATMENT PLANT IMPROVEMENTS AND MAKE NECESSARY BUDGET AMENDMENTS

WHEREAS, the City of Webster City residents have recently experienced a spike in copper pipe pinhole leaks; and

WHEREAS, the City of Webster City is actively investigating the situation with the help of Bolton & Menk, Inc.; and

WHEREAS, the City of Webster City wishes to contract with Bolton & Menk, Inc. to provide professional engineering services for water related matters; and

WHEREAS, the services provided are described in the agreement attached as Exhibit "A"; and

WHEREAS, Bolton and Menk has performed a preliminary assessment of water treatment plant process improvement needs and identified equipment the City should upgrade; and

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

WHEREAS, said equipment that will be purchased by the City is attached as Exhibit "B"; and

WHEREAS, Bolton & Menk, Inc. and the City of Webster City each acknowledge that each party and their respective legal counsel have reviewed the agreement; and

WHEREAS, the required professional engineering services were not part of the FY 2021-22 budget; and

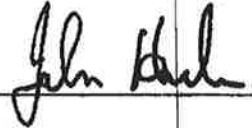
WHEREAS, the FY 2021-22 requires a budget amendment to pay for the services rendered; and

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

SECTION 1: Authorizes the City Manager to sign and execute the agreement between the City of Webster City and Bolton & Menk, Inc.

SECTION 2: Authorizes the City Manager to make necessary budget amendments required to pay for the professional services rendered and the equipment purchases needed in an amount not to exceed \$551,000.

Passed and adopted this 15th day of November, 2021.

A handwritten signature in black ink, appearing to read "John Hawkins", written over a horizontal line.

John Hawkins, Mayor

ATTEST:

A handwritten signature in black ink, appearing to read "Karyl K. Bonjour", written over a horizontal line.

Karyl K. Bonjour, City Clerk

EXHIBIT "A"

[Insert Agreement]

AGREEMENT FOR PROFESSIONAL SERVICES
WATER TREATMENT FACILITY IMPROVEMENTS
CITY OF WEBSTER CITY and BOLTON & MENK, INC.

This Agreement, made this 15th day of November, 2021, by and between the City of Webster City, Iowa, ("CLIENT"), and Bolton & Menk, Inc., 1519 Baltimore Drive, Ames, Iowa 50010, ("CONSULTANT").

WITNESS, whereas the CLIENT requires professional services in conjunction with Water Treatment Facility Improvements ("Project") and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION 1 - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit A.
- B. Upon mutual agreement of the parties, Additional Services may be authorized as described in Paragraph 4.B and this Agreement will be revised accordingly.

SECTION 2 - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section 3 of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret, and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the Project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit A.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION 3 - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the attached Exhibit B Schedule of Fees ("Schedule of Fees") for the time spent in performance of Agreement services. The total estimated fee is less than \$275,000.
2. Additional services as outlined in Section 1.B and 4.B will vary depending upon project conditions and will be billed on an hourly basis at the rates described in Exhibit B or as that Exhibit may subsequently be adjusted as described below.
3. The attached Schedule of Fees shall apply for services provided through December 31, 2021. Hourly rates may be adjusted by CONSULTANT on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year.
4. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement, CLIENT agrees to pay any applicable sales taxes.
5. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the fees rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
6. Reimbursable Direct Expenses: Except for those expenses identified in Paragraph 3.A.5, any expenses required to complete the agreed scope of services or identified in this paragraph will be listed separately on the invoice, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. CONSULTANT shall be reimbursed at

cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, subject to any limit set forth in Section 3.A.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT or its duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

SECTION 4 - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit A, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. Except for Additional Services required to address emergencies or acts of God that impact the Project, the CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT's liability insurance policies.
3. General Liability of CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.
4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.
5. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.
6. CLIENT waives all claims against individuals involved in the services provided by CONSULTANT under this Agreement and agrees that any claim, demand, or suit shall be directed/asserted only against the CONSULTANT's corporate entity.
7. CONSULTANT shall procure and maintain insurance as required by this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, members, partners, agents, employees, and subconsultants to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or

implied, of CONSULTANT or CONSULTANT's officers, directors, members, partners, agents, employees, or subconsultants (hereafter "CLIENTS Claims"), shall not exceed the then total available insurance proceeds paid on behalf of or to CONSULTANT by CONSULTANT's insurers in settlement or satisfaction of CLIENT'S Claims under the terms and conditions of CONSULTANT's insurance policies applicable thereto, up to the then available amount of insurance under the applicable policy of insurance.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit A or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third-party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and

Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.

2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

CONSULTANT will initiate services upon execution of this Agreement and will continue to provide services under this Agreement until notified by the CLIENT to stop work. Any work completed prior to this Agreement is covered by this Agreement.

K. HAZARDOUS MATERIALS

1. Except as expressly stated in Exhibit A, the parties acknowledge that CONSULTANT'S Services do not include any services related to Constituents of Concern. If CONSULTANT or any other party encounters, uncovers, or reveals a Constituent of Concern at the Project site or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of the CONSULTANT's services, then CONSULTANT may, at its option and without liability for consequential or any other damages: 1) suspend performance of Services on the portion of the Project affected thereby until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove such materials, and warrant that the site is in full compliance with applicable laws and regulations; or, 2) terminate this Agreement for cause if it is not practical to continue providing Services.
 - a. Constituent of Concern is defined as asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

L. TERMINATION

1. For Cause: This Agreement may be terminated by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.
 - a. For termination by CONSULTANT, Cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control.
 - b. Notwithstanding the foregoing and with consent of terminating party, this Agreement will not terminate under paragraph 4.L.1 if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
2. For Convenience: This Agreement may be terminated for convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section 3 of this Agreement. Upon receipt of payment, CONSULTANT shall deliver, and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph 4.H.
4. In event of termination by CLIENT for cause, CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination and, upon receipt of payment, CONSULTANT shall deliver to CLIENT and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to the provisions of Section 4.H. All other matters will be resolved in accordance with the Dispute Resolution clause of this Agreement.

M. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

N. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from award or making of this Agreement.

O. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal**

Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

P. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section 4 and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Iowa and venued in courts of Iowa; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

T. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions, or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Webster City

CONSULTANT: Bolton & Menk, Inc.

Signature

Signature

Printed Name

Gregory L. Sindt, Treasurer
Printed Name

Date

Date

Address for giving notice:

Address for giving notice:

400 Second Street

1519 Baltimore Drive

Webster City, Iowa 50595-0217

Ames, Iowa 50010

CLIENT's Representative with authority for
ordering engineering services and transmitting
instructions:

Attachments:
Exhibit A Basic Services
Exhibit B Schedule of Fees

(Remainder of this page intentionally left blank)

Exhibit A

**Water Treatment Facility Improvements
City of Webster City
Basic Services**

CLIENT has experienced issues with corrosion in water service customers' copper plumbing systems. CONSULTANT will provide the following professional engineering services regarding review and correction of the corrosion issues.

1. Consult with OWNER's corrosion expert, Dr. Marc Edwards.
2. Perform evaluations of CLIENT's water treatment facility operating data.
3. Review CLIENT's water treatment facility operations and in consultation with CLIENT's corrosion expert make suggestions for modifications to the facility operations for reduction in the corrosion issue.
4. Review treatment facility components and make suggestions for plant improvements including:
 - Lime and soda ash feed systems
 - Carbon dioxide feed equipment and pH control
 - Chlorination system and chlorine concentration monitoring system
 - Remote alarm notification
 - SCADA system improvements
5. Solicit quotations for plant improvement components and recommend equipment purchase.
6. Prepare sketches and drawings as required for installation of plant improvements. Preparation of formal construction contract bid documents may not be required and is not included in the Basic Services. Preparation of bid documents can be provided as an Additional Service.
7. Prepare DNR construction permit applications as may be required for the plant improvements.
8. Attend meetings with CLIENT's staff, prepare email communications, and prepare meeting memoranda.
9. Provide information to CLIENT's legal counsel as may be requested.
10. Provide technical support to CLIENT's water treatment facility staff and respond to staff questions.
11. Evaluate alternatives for improving process redundancy with expansion of the existing treatment facility for providing softened water during periods of equipment maintenance.
12. Evaluate feasibility and preliminary cost opinion for constructing a reverse osmosis treatment facility as a replacement for the lime softening process.

2021 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained.

It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2021. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include personal expenses, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	Hourly Billing Rates
Senior Principal	\$230-290/Hour
Principal Engineer/Surveyor/Planner/GIS/Landscape Architect	\$150-225
Senior Engineer/Surveyor/Planner/GIS/Landscape Architect	\$130-220
Project Manager (Inc. Survey, GIS, Landscape Architect)	\$130-215
Project Engineer/Surveyor/Planner/Landscape Architect	\$70-185
Design Engineer/Landscape Designer/Graduate Engineer/Surveyor	\$90-190
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$70-175
Senior Technician (Inc. Construction, GIS, Survey)	\$90-180
Technician (Inc. Construction, GIS, Survey)	\$65-160
Administrative/Corporate Specialists	\$60-140
Structural/Electrical/Mechanical/Architect	\$120-175
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

EXHIBIT "B"

Polymer Feed Equipment	\$ 9,000
Polyphosphate Feed Equipment	12,000
Orthophosphate Feed Equipment	12,000
Carbon Dioxide Feed Equipment	95,000
Booster Pump System for CO ₂ System	45,000
Chlorination System Improvements	15,000
Chlorine Analyzer	9,000
Lime Feed Equipment	<u>79,000</u>
Total Equipment Budget Price	\$276,000

SECTION 00500 - CONTRACT

THIS AGREEMENT made and entered into this 1st day of June, 2022, by and between the CITY OF WEBSTER CITY, IOWA, hereinafter called the OWNER, and Peterson Construction of Webster City, Iowa, hereinafter called the CONTRACTOR.

WITNESSETH:

That whereas the OWNER has heretofore caused to be prepared certain Plans and Specifications entitled Water Treatment Facility Improvements Project, which Plans and Specifications are now on file at the City Clerk and Public Works offices, Municipal Building, 400 Second Street, Webster City, Iowa, 50595.

WHEREAS, the CONTRACTOR has submitted a Proposal to perform that work as described and set forth in said Plans and Specifications, at the unit prices set forth in said Proposal for the total amount of six hundred ninety-three thousand dollars (\$693,000), and

WHEREAS, said Plans, Specifications, and Proposal describe the terms and conditions under which the CONTRACTOR is willing to perform said work:

NOW, THEREFORE, IT IS AGREED:

1. That the OWNER hereby accepts the Proposal of the CONTRACTOR for the work and for the sums listed therein.
2. That this Contract consists of the following component parts which are made a part of this agreement and Contract as fully and absolutely as if they were set out in detail in this Contract, and they shall govern in priority as listed below:
 - a) Addenda Numbers: 1 and 2
 - b) Detailed Specification Requirements
 - c) Plans
 - d) Standard Specifications
 - e) Notice of Hearing and Letting
 - f) Instructions to Bidders
 - g) General Conditions- SUDAS Standard Specifications – General Provisions and Covenants (2022 Edition)
 - h) Contractor's Proposal

- i) This Instrument
 - j) This Contract shall be subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970. The cost of providing said measures shall be considered incidental to the project and shall be included in the bid prices submitted by the CONTRACTOR.
 - k) Bidders Status Form
3. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the City of Webster City.
4. Payment to the Contractor shall be made by the City in cash from such funds as are legally available for such purpose and/or from the proceeds of the issuance of such bonds as may be legally issued. Monthly payments shall be paid the Contractor in an amount equal to ninety-five (95) percent of the Contract value of the work completed and approved by the Engineer. Provisions may be made by the City Council to withhold larger amounts than the five (5) percent stated above where there is specific necessity and right to do so. Final payment to the Contractor will be made no earlier than thirty-one (31) days from and after the final acceptance of work by the Council, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa.
5. All work under this contract shall be fully completed within two hundred twenty (220) calendar days. Anticipated delivery date for Owner furnished carbon dioxide equipment is September 15, 2022. Anticipated delivery date of Contractor furnished PLC is October 1, 2022. The Bidder shall also agree to pay as liquidated damages, the sum of Five Hundred Dollars (\$500.00) for each "per calendar day" thereafter as provided in the Specifications.
6. Non-Collusion Affidavit

The Bidder hereby certifies:

That the proposal submitted is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the City of Webster City; and

That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and

That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose

services in connection with the construction of the project were in the regular course of their duties for the Bidder; and

That the proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in the proposal are true; and that the individual(s) executing this contract have the authority to execute this contract on behalf of the Bidder.

7. Iowa Public Entity Contractor's Insurance Requirements:
- A. 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:
- B. 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 Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (for any one fire)	\$ 100,000
Medical Damage Limit (any one person)	\$ 5,000
- 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.
 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.
- C. 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.
8. Above components are complementary and what is called for by one shall be as binding as if called for by all.
 9. That payments are to be made to the CONTRACTOR in accordance with and subject to the provisions embodied in the documents made a part of this Contract.
 10. That this Contract is executed in Triplicate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date first written above.

City of Webster City, Iowa

PETERSEN CONSTRUCTION (Seal)
CONTRACTOR

By John Hawkins
John Hawkins, Mayor

By [Signature]

(Title) PRESIDENT

ATTEST:

Karyl K. Bonjour
Karyl K. Bonjour, City Clerk

ATTEST:

[Signature]

(Title) PROJECT MANAGER

PERFORMANCE BOND

JN Peterson & Sons dba
KNOW ALL MEN BY THESE PRESENTS: That we Peterson Construction of
Webster City, Iowa (Hereafter called the Principal) and

Merchants Bonding Company (Mutual) West Des Moines, IA

(Hereafter called the Surety) are held and firmly bound unto the City of Webster City, Hamilton County, Iowa, (Hereafter called the Owner) in the penal sum of _____

Six Hunderd and Ninety Three Thousane (\$ 693,000.00),
in lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal herein firmly binds himself (themselves), their heirs, executors and administrators and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT WHEREAS, the above bounden Principal did on the 3rd day of June, 2022, enter into a written Contract with the Owner to:

City of Webster City Water Treatment Facility Improvements
Project

Copy of which Contract, together with all of its terms, covenants, conditions and stipulations is incorporated herein and made a part hereof as fully and completely as if said Contract were recited at length and,

WHEREAS, the Principal and Sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the Principal or Subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the Contract on account of which this bond is given when the same are not satisfied out of the portion of the Contract price which the Owner is required to retain until completion of the public improvement, but the Principal and Sureties shall not be liable to said persons, firms or corporations unless the claims of said claimants against portion of the Contract price shall have been established as provided by law.

Now, if the Principal shall in all respects fulfill his said Contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Owner, all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect.

Every surety on this bond shall be deemed and held, any Contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the Contractor in which to perform the Contract.

2. That the bond shall remain in full force and effect until the Contract is completed whether completed within the specified Contract period, within an extension thereof, or within a period of time after the Contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
3. To any changes in the Plans, Specifications or Contract, when such change does not involve an increase of more than twenty-five (25) percent of the total Contract price, and shall then be released only as to such excess increase.
4. To keep in good repair, storm and sanitary sewer improvements for a period of not less than two (2) years and water main and street improvements for a period of not less than two (2) years, and to keep in good repair any of the above improvements for the time specified, as a result of the failure of another. The above-mentioned two (2) year period starts the day the completed improvement is accepted by the Owner.
5. To keep in good repair, other types of improvements other than those stated in the above paragraph for a period of not less than one (1) year.
6. To the provisions of Chapters 384 and 573 of the Code of Iowa and all other applicable provisions of Iowa law.

IN WITNESS THEREOF, we have hereunto set our hands and seals this 3rd day of June, 2022.

Witness

JN Peterson & Sons dba
Peterson Construction
Principal



By Gerald Peterson President

Merchants Bonding Company (Mutual)
Surety

By Vicky L. Wahne
Vicky L. Wahne Power of Attorney
409 Second Street, Webster City, IA
Address

NOTE: Date of BOND must be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we JN Peterson & Sons dba
Peterson Construction of
Webster City, Iowa 50595 (Hereafter called the Principal) and
Merchants Bonding Company (Mutual) of West Des Moines, IA 50255

(Hereafter called the Surety) are held and firmly bound unto the City of Webster City, Hamilton County, Iowa, (Hereafter called the Owner) in the penal sum of _____

Six Hunderd and Ninety Three Thousand (\$ 693,000.00),
in lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal herein firmly binds himself (themselves), their heirs, executors and administrators and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT WHEREAS, the above bounden Principal did on the 3rd day of June, 2022, enter into a written Contract with the Owner to:

City of Webster City Water Treatment Facility Improvements
Project

Copy of which Contract, together with all of its terms, covenants, conditions and stipulations is incorporated herein and made a part hereof as fully and completely as if said Contract were recited at length and,

WHEREAS, the Principal and Sureties on this bond hereby agree to promptly make payment to all persons, firms, subcontractors or corporations having contracts directly with the Principal or Subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the Contract on account of which this bond is given when the same are not satisfied out of the portion of the Contract price which the Owner is required to retain until completion of the public improvement, but the Principal and Sureties shall not be liable to said persons, firms, subcontractors or corporations unless the claims of said claimants against portion of the Contract price shall have been established as provided by law.

Now, if the Principal shall in all respects fulfill his said Contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Owner, all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect.

Every surety on this bond shall be deemed and held, any Contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the Contractor in which to perform the Contract.

2. That the bond shall remain in full force and effect until the Contract is completed whether completed within the specified Contract period, within an extension thereof, or within a period of time after the Contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
3. To any changes in the Plans, Specifications or Contract, when such change does not involve an increase of more than twenty-five (25) percent of the total Contract price, and shall then be released only as to such excess increase.
4. To keep in good repair, storm and sanitary sewer improvements for a period of not less than two (2) years and water main and street improvements for a period of not less than two (2) years, and to keep in good repair any of the above improvements for the time specified, as a result of the failure of another. The above-mentioned two (2) year period starts the day the completed improvement is accepted by the Owner.
5. To keep in good repair, other types of improvements other than those stated in the above paragraph for a period of not less than one (1) year.
6. To the provisions of Chapters 384 and 573 of the Code of Iowa and all other applicable provisions of Iowa law.

IN WITNESS THEREOF, we have hereunto set our hands and seals this 3rd day of June, 2022.

Witness

JN Peterson & Sons dba
Peterson Construction
Principal

By Gerald Peterson President

Merchants Bonding Company (Mutual)
Surety

By Vicky L. Hahne
Vicky L. Hahne Power of Attorney
409 Second Street, Webster City, IA
Address

NOTE: Date of BOND must be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alicia Sullivan; Bennett J O'Connor; Charlene Brown; Derek Toomsen; Derek Zerr; Donna J Studer; Janice L Andersen; Jeffery Goodell; Justin Malloy; Laura Schlek; Malinda Grimsley; Mariah Ayala; Miranda Maggard; Nicholas Clark; Samantha Johnson; Sarah Tryon; Staci Schnltjer; Taylor Prulmann; Tim Anderson; Todd A Egeland; Vicky L Hahne

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 18th day of May, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 18th day of May, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of June, 2022.



William Warner Jr.
Secretary



PETECON-01

VHAHNE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2022

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 Town & Country Insurance 409 Second Street PO Box 877 Webster City, IA 50595	CONTACT NAME:		
	PHONE (A/C, No, Ext): (515) 832-3787 FAX (A/C, No): (515) 832-8604 E-MAIL ADDRESS: WCmail@TCins.com		
INSURED Peterson Construction K & H Corporation 1929 W Second Street Webster City, IA 50595-1111	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: United Fire and Casualty Group-119003		
	INSURER B:		
	INSURER C:		
	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 SUBR INSD 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	60456527	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	60456527	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		60456527	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X 80083120	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project - City of Webster City Water Treatment Facility Improvements Project. The City of Webster City is named as an additional insured on the auto and general liability policies. There is also a waiver of subrogation clause to the City of Webster City on the Workers Comp policy.

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

RELEASE AND WAIVER OF LIEN

STATE OF Iowa

COUNTY OF Polk

B.A. McConahay

is Credit Manager

of

Core & Main LP

(Name)

(Title)

(Company)

and is familiar with the fact herein stated:

That said Company or person performed work, labor, services and/or furnished material in the repair or improvement of realty at

Webster City WTP Improvements, 502 White Fox Road, Webster City, Iowa

That said Company or person has been paid \$ 1,285.74 by Peterson Construction under the terms and conditions of its contract and/or purchase orders including labor, material and equipment furnished by it through December 9, 2022, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby waive all liens and claims which it may have against the above property through the aforesaid date, and further, the undersigned represents that no other person or party has any right to a lien on the above property on account of any work performed or materials furnished to said Company or person under its contract and/or purchase orders.

Company Core & Main LP

By:

Title Credit Manager

(Name)

STATE OF Missouri **RELEASE AND WAIVER OF LIEN**
COUNTY OF St. Louis

Samantha McKeague is Credit Associate of Core & Main
(Name) (Title) (Company)

and is familiar with the fact herein stated:

That said Company or person performed work, labor, services and/or furnished material in the repair or improvement of realty at

Webster City WTP Improvements, 502 White Fox Road, Webster City, Iowa

That said Company or person has been paid \$ 1,250.00 by Peterson Construction under the terms and conditions of its contract and/or purchase orders including labor, material and equipment furnished by it through December 23, 2022, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby waive all liens and claims which it may have against the above property through the aforesaid date, and further, the undersigned represents that no other person or party has any right to a lien on the above property on account of any work performed or materials furnished to said Company or person under its contract and/or purchase orders.

Company Core & Main L.P. By: Sam McKeague Title Credit Associate
(Name)

RELEASE AND WAIVER OF LIEN
COUNTY OF ST. LOUIS

STATE OF MISSOURI

MEGAN PIZZO

is CREDIT ASSOCIATE of Core & Main
(Name) (Title) (Company)

and is familiar with the fact herein stated:

That said Company or person performed work, labor, services and/or furnished material in the repair or improvement of realty at
Webster City Water Treatment Plant Improvements, 502 N White Fox Road, Webster City, Iowa

That said Company or person has been paid \$ 7,536.56 by Peterson Construction under the terms and conditions of its
contract and/or purchase orders including labor, material and equipment furnished by it through CHECK 65684, the
receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby waive all liens and claims which it may have
against the above property through the aforesaid date, and further, the undersigned represents that no other person or party has
any right to a lien on the above property on account of any work performed or materials furnished to said Company or person under
its contract and/or purchase orders.

Company CORE AND MAIN

By:



(Name)

Title CREDIT ASSOCIATE

STATE OF Minnesota RELEASE AND WAIVER OF LIEN
COUNTY OF Carver
Tomy Swanson is Asst. Controller of Vesco, Inc.
(Name) (Title) (Company)

and is familiar with the fact herein stated:

That said Company or person performed work, labor, services and/or furnished material in the repair or improvement of realty at
Webster City WTP Improvements, 502 White Fox Road, Webster City, Iowa

That said Company or person has been paid \$ 38,372.00 by Peterson Construction under the terms and conditions of its contract
and/or purchase orders including labor, material and equipment furnished by it through January 10, 2023, the receipt and
sufficiency of which is hereby acknowledged, the undersigned does hereby waive all liens and claims which it may have against the
above property through the aforesaid date, and further, the undersigned represents that no other person or party has any right to a
lien on the above property on account of any work performed or materials furnished to said Company or person under its contract
and/or purchase orders.

Company VESCO, Inc. By: Andy Wilson Title Asst. Controller
(Name)

STATE OF IOWA RELEASE AND WAIVER OF LIEN
COUNTY OF WRIGHT
REARL RETHMAN is OWNER of Pok-a-Dot Plumbing
(Name) (Title) (Company)

and is familiar with the fact herein stated:

That said Company or person performed work, labor, services and/or furnished material in the repair or improvement of realty at
Webster City WTP Improvements, 502 White Fox Road, Webster City, Iowa

That said Company or person has been paid \$ 3,589.94 by Peterson Construction under the terms and conditions of its
contract and/or purchase orders including labor, material and equipment furnished by it through February 10, 2023, the
receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby waive all liens and claims which it may have
against the above property through the aforesaid date, and further, the undersigned represents that no other person or party has
any right to a lien on the above property on account of any work performed or materials furnished to said Company or person under
its contract and/or purchase orders.

Company Pok-a-Dot Plumbing By: Rearl Rethman Title OWNER
(Name)

RELEASE AND WAIVER OF LIEN

STATE OF Minnesota COUNTY OF Ramsey

Barb Clausen is Controller of Automatic Systems Co.
(Name) (Title) (Company)

and is familiar with the fact herein stated:

That said Company or person performed work, labor, services and/or furnished material in the repair or improvement of realty at Webster City WTP Improvements, 502 White Fox Road, Webster City, Iowa

That said Company or person has been paid \$ 48,750.00 by K & H Corporation under the terms and conditions of its contract and/or purchase orders including labor, material and equipment furnished by it through February 24, 2023, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby waive all liens and claims which it may have against the above property through the aforesaid date, and further, the undersigned represents that no other person or party has any right to a lien on the above property on account of any work performed or materials furnished to said Company or person under its contract and/or purchase orders.

Company Automatic Systems Co. By: Barb Clausen Title 2/16/24
(Name)

RELEASE AND WAIVER OF LIEN

STATE OF Minnesota COUNTY OF Ramsey

Barb Clausen is Controller of Automatic Systems Co.
(Name) (Title) (Company)

and is familiar with the fact herein stated:

That said Company or person performed work, labor, services and/or furnished material in the repair or improvement of realty at Webster City WTP Improvements, 502 White Fox Road, Webster City, Iowa

That said Company or person has been paid \$63,945.00 (paid in full) by K & H Corporation under the terms and conditions of its contract and/or purchase orders including labor, material and equipment furnished by it through October 10, 2023, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby waive all liens and claims which it may have against the above property through the aforesaid date, and further, the undersigned represents that no other person or party has any right to a lien on the above property on account of any work performed or materials furnished to said Company or person under its contract and/or purchase orders.

Company Automatic Systems Co. By: Barb Clausen Title 2/16/24
(Name)

STATE OF Minnesota RELEASE AND WAIVER OF LIEN
COUNTY OF Ramsey
Sarah Clausen is Controller of Automatic Systems Co.
(Name) (Title) (Company)

and is familiar with the fact herein stated:

That said Company or person performed work, labor, services and/or furnished material in the repair or improvement of realty at
Webster City WTP Improvements, 502 White Fox Road, Webster City, Iowa
That said Company or person has been paid \$ 39,425.00 by K & H Corporation under the terms and conditions of its contract
and/or purchase orders including labor, material and equipment furnished by it through June 9, 2023, the receipt and
sufficiency of which is hereby acknowledged, the undersigned does hereby waive all liens and claims which it may have against the
above property through the aforesaid date, and further, the undersigned represents that no other person or party has any right to a
lien on the above property on account of any work performed or materials furnished to said Company or person under its contract
and/or purchase orders.

Company Automatic Systems Co. By: Sarah Clausen Title Controller
(Name)

STATE OF Minnesota RELEASE AND WAIVER OF LIEN
COUNTY OF Ramsey
Sarah Clausen is Controller of Automatic Systems Co.
(Name) (Title) (Company)

and is familiar with the fact herein stated:

That said Company or person performed work, labor, services and/or furnished material in the repair or improvement of realty at
Webster City WTP Improvements, 502 White Fox Road, Webster City, Iowa
That said Company or person has been paid \$ 10,880.00 by K & H Corporation under the terms and conditions of its
contract and/or purchase orders including labor, material and equipment furnished by it through May 10, 2023, the receipt
and sufficiency of which is hereby acknowledged, the undersigned does hereby waive all liens and claims which it may have against
the above property through the aforesaid date, and further, the undersigned represents that no other person or party has any right
to a lien on the above property on account of any work performed or materials furnished to said Company or person under its
contract and/or purchase orders.

Company Automatic Systems Co. By: Sarah Clausen Title Controller
(Name) 5/23/23

SECTION 00991 -- CHANGE ORDER

(Instructions on reverse side)

No. 01

PROJECT: Water Treatment Facility Improvements

DATE OF ISSUANCE: January 16, 2023

EFFECTIVE DATE: January 16, 2023

OWNER: City of Webster City

ENGINEER'S Project No.: 0M2.126087

CONTRACTOR: Peterson Construction

ENGINEER: Bolton & Menk, Inc.

You are directed to make the following changes in the Contract Documents.

Description:

Revise project time for March 24, 2023 final completion date.

Reason for Change Order:

Contractor's instrumentation and controls subcontractor is delayed due to electrical component supply chain issues.

Attachments: (List documents supporting change)

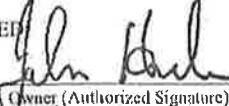
CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
<u>\$693,000.00</u>	Substantial Completion :-- days or dates
Net changes from previous Change Orders No. ___ to No. ___	Ready for final payment :220 days or dates
<u>\$0</u>	Net changes from previous Change Orders No. ___ to No. ___
Contract Price Prior to this Change Order	<u>0</u> days
<u>\$693,000</u>	Contract Times prior to this Change Order
Net (Increase/Decrease/No Change) of this Change Order	Substantial Completion :-- days or dates
<u>\$0</u>	Ready for final payment :220 days or dates
Contract Price with all approved Change Orders	Net (Increase/Decrease/No Change) of this Change Order
<u>\$693,000</u>	<u>64</u> days
	Contract Times with all approved Change Orders
	Substantial Completion :-- days or dates
	Ready for final payment :284 days or dates

RECOMMENDED:

By: 
Engineer (Authorized Signature)

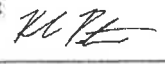
Date: 1/10/2023

APPROVED:

By: 
Owner (Authorized Signature)

Date: 1/17/2023

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 1/27/23

EJCDC No. 1910C8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

SECTION 00991 – CHANGE ORDER

(Instructions on reverse side)

No. 02

PROJECT: Water Treatment Facility Improvements

DATE OF ISSUANCE: March 20, 2023

EFFECTIVE DATE: March 20, 2023

OWNER: City of Webster City

ENGINEER'S Project No.: 0M2.126087

CONTRACTOR: Peterson Construction

ENGINEER: Bolton & Menk, Inc.

You are directed to make the following changes in the Contract Documents.

Description:

Revise project time for June 30, 2023 final completion date.

Reason for Change Order:

Contractor's instrumentation and controls subcontractor is delayed due to electrical component supply chain issues.

Attachments: (List documents supporting change)

Contractor's March 14, 2023 Email

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
<u>\$693,000.00</u>	Substantial Completion :-- days or dates
	Ready for final payment :220 days or dates
Net changes from previous Change Orders No. __ to No. <u>01</u>	Net changes from previous Change Orders No. __ to No. <u>01</u>
<u>\$0</u>	<u>64 days</u>
Contract Price Prior to this Change Order	Contract Times prior to this Change Order
<u>\$693,000</u>	Substantial Completion :-- days or dates
	Ready for final payment :284 days or dates
Net (Increase/Decrease/No Change) of this Change Order	Net (Increase/Decrease/No Change) of this Change Order
<u>\$0</u>	<u>98 days</u>
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
<u>\$693,000</u>	Substantial Completion :-- days or dates
	Ready for final payment :382 days or dates

RECOMMENDED:

By: Myron L. Smith
Engineer (Authorized Signature)

Date: 3/14/2023

APPROVED:

By: John Smith
Owner (Authorized Signature)

Date: 3/21/23

ACCEPTED:

By: Mike
Contractor (Authorized Signature)

Date: 3/14/23

EJCDC No. 1910C8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

SECTION 00991 - CHANGE ORDER

(Instructions on reverse side)

No. 03

PROJECT: Water Treatment Facility Improvements

DATE OF ISSUANCE: July 17, 2023

EFFECTIVE DATE: June 20, 2023

OWNER: City of Webster City

ENGINEER'S Project No.: 0M2.126087

CONTRACTOR: Peterson Construction

ENGINEER: Bolton & Menk, Inc.

You are directed to make the following changes in the Contract Documents.

Description:

Revise project time for July 28, 2023 final completion date.

Reason for Change Order:

Contractor's instrumentation and controls subcontractor is delayed due to electrical component supply chain issues.

Attachments: (List documents supporting change)

Contractor's July 13, 2023 Email

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
\$693,000.00	Substantial Completion :-- days or dates
Net changes from previous Change Orders No. 01 to No. 02	Ready for final payment :220 days or dates
\$0	Net changes from previous Change Orders No. 01 to No. 02
Contract Price Prior to this Change Order	162 days
\$693,000	Contract Times prior to this Change Order
Net No Change (Increase/Decrease/No Change) of this Change Order	Substantial Completion :-- days or dates
\$0	Ready for final payment :382 days or dates
Contract Price with all approved Change Orders	Net Increase (Increase/Decrease/No Change) of this Change Order
\$693,000	28 days
	Contract Times with all approved Change Orders
	Substantial Completion :-- days or dates
	Ready for final payment :410 days or dates

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 7/13/2023

APPROVED:

By: [Signature]
Owner (Authorized Signature)

Date: 07/17/2023

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 9/28/23

BJC'DC No. 1910C8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

0M2.126087 - Webster City, IA
Water Treatment Facility Improvements

CHANGE ORDER
PAGE 00991-1



MEMORANDUM

TO: Mayor and City Council

FROM: Breanne Leshner, Recreation & Public Grounds Director

DATE: March 4, 2024

RE: Adopt a Resolution Authorizing the Mayor to Sign and Execute Change Order No. 5 with Peterson Construction for the Wilson Brewer Courthouse Structural Improvement Project.

SUMMARY: The City Council approved an agreement with Peterson Construction for them to renovate the 1st Hamilton County Courthouse located at Wilson Brewer Historic Park on June 5, 2023.

PREVIOUS COUNCIL ACTION:

The City Council previously approved a contract with Schlotfeldt Engineering for the Wilson Brewer Courthouse Project on April 1, 2019.

On June 7, 2021 the City Council cancelled the Public Hearing for the Wilson Brewer Project and did not proceed with award of a contract for construction. Due to material supplier issues, bid letting was cancelled for this project.

The City Council adopted a resolution for professional services with Schlotfeldt Engineering, Inc. for the 2023 Wilson Brewer Courthouse Structural Improvement Project and to set a public hearing on proposed plans and specifications, form of contract and estimate of cost for the project on April 3, 2023.

The City Council adopted a resolution awarding the contract to Peterson Construction for the 2023 Wilson Brewer Courthouse Structural Improvement Project in the amount of \$235,100 on June 5, 2023.

The City Council adopted a resolution for change orders #1, 2, 3 and 4 for the Wilson Brewer Courthouse Structural Improvement Project on November 6, 2023.

BACKGROUND/DISCUSSION: Peterson Construction began work on Monday, July 24, 2023 for the Wilson Brewer Courthouse Structural Improvement Project with an approximate completion date for the project of Spring 2024. Change Order #5 has been submitted for approval as follows:

Change Order #5 – Material, labor and supervision to remove rotted siding, plywood sheathing, framing and moldy insulation. Installation of new material to replace removed material. This area is on the main level south half of the west wall. Cost increase of \$2,775.00.

FINANCIAL IMPLICATIONS: The proposed change order would add \$2,775.00 to the Wilson Brewer Courthouse Structural Improvement Project.

Change Order #5 - \$2,775.00 Increase

The additional costs associated with the project would be covered by the Wilson Brewer Park Fund Charitable Donations through the Enhance Hamilton County Foundation.

RECOMMENDATION: Staff recommends the City Council adopt a resolution authorizing the Mayor to sign and execute Change Order No. 5 with Peterson Construction for the Wilson Brewer Courthouse Structural Improvement Project with an additional cost of \$2,775.00.

RESOLUTION NO. 2024 - xxx

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE CHANGE ORDER NO. 5
WITH PETERSON CONSTRUCTION FOR THE
WILSON BREWER COURTHOUSE STRUCTURAL IMPROVEMENT PROJECT**

WHEREAS, the City Council of the City of Webster City, Iowa, entered into an agreement with Peterson Construction for the Wilson Brewer Courthouse Structural Improvement Project on June 5, 2023; and

WHEREAS, the contract Change Order No. 5 has been prepared as follows:

Reasons for change order: Structural issues have been uncovered during the renovation process

By virtue of such changes in the Contract, the following revisions shall be made in the Contract Price:

Original Contract	\$	235,100.00
Previous Revised Contract Price	\$	237,790.00
Change Order #5	\$	2,775.00
Revised Contract Price	\$	240,565.00

WHEREAS, the City of Webster City will execute Contract Change Order #5 with Peterson Construction, to perform said services as noted in the attached as Exhibit "A";

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 Change Order No. 5 with Peterson Construction in the amount of \$2,775.00.

Passed and approved this 4th day of March, 2024.

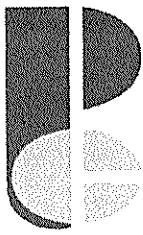
John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Exhibit "A"

Change Order No. 5



PETERSON CONSTRUCTION
1929 W SECOND ST
WEBSTER CITY, IA 50595
(515) 832-1216

CHANGE ORDER REQUEST

DATE November 8, 2023
JOB NAME WB Courthouse
CITY Webster City, IA

COR # 005
CONTRACT DATE June 12, 2023
DESIGNER Schlotfeldt

DESCRIPTION:

Material, labor and supervision to remove, rotted siding, plywood sheathing, framing and moldy insulation. Install new material to replace removed material. This area is on the the main level south half of the west wall.

ACTIVITY	MATERIAL	LABOR	SUBCONTRACTOR
Replace rotted framing, shtg, siding	\$ 950.00	\$ 1,750.00	
landfill	\$ 75.00		
TOTALS	\$ 1,025.00	\$ 1,750.00	\$ 0.00

0%	SUBCONTRACTOR MARKUP	\$ 0.00
0%	SELF PERFORM MARKUP	0.00

ADDITIONAL CHARGE: \$ 2,775.00

ABOVE ADDITIONAL WORK TO BE PERFORMED UNDER SAME CONDITIONS AS SPECIFIED IN ORIGINAL CONTRACT UNLESS OTHERWISE STIPULATED.

SIGNED: _____ DATE: _____
(OWNER SIGNS HERE)

WE HEREBY AGREE TO FURNISH LABOR AND MATERIALS - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, AT ABOVE STATED PRICE.

SIGNED: Tracy Wehrhan DATE: November 8, 2023
(CONTRACTOR SIGNS HERE)



MEMORANDUM

TO: Mayor and City Council

FROM: Derrick Drube, ROW Inspector/ Construction Coordinator

DATE: March 4, 2024

RE: Adopt a Resolution Authorizing the Mayor to Execute Change Order No. 4 for the Lincoln Drive Reconstruction Project

SUMMARY: The City Council approved an agreement with Doyle Construction to complete the Lincoln Drive Reconstruction Project. The storm sewer in this area flows out at the dead end on Lincoln Drive flowing into the ravine. Currently the water from the storm sewer is eating away the ravine below the outflow. This change order would involve extending the storm sewer pipe to the outlet at the main drainage channel, clearing and grubbing, erosion control measures, and surface restoration.

PREVIOUS COUNCIL ACTION: City Council previously approved plans, specifications and contract award for the Lincoln Drive Reconstruction Project. Council entered into an agreement with Doyle Construction on November 21, 2022 to complete the Lincoln Drive Reconstruction Project. City Council approved Change orders 1 thru 3 on October 16, 2023.

BACKGROUND/DISCUSSION: By taking a proactive approach and addressing this erosion issue before it gets worse would keep the cost to repair it lower. The erosion issue, if not corrected, will cause the soil around the outflow pipe to be washed away leading to costly repairs in the future.

FINANCIAL IMPLICATIONS: Proposed Change Order #4 would add \$14,900 to the Lincoln Drive Reconstruction Project and will be absorbed in the cost of the project.

RECOMMENDATIONS: Staff recommends the City Council adopt a resolution authorizing the Mayor to sign and execute Change Order No. 4.



RESOLUTION NO.

**RESOLUTION AUTHORIZING THE MAYOR TO
SIGN AND EXECUTE CHANGE ORDER NO. 4
FOR THE LINCOLN DRIVE RECONSTRUCTION PROJECT**

WHEREAS, on November 21, 2022, the City of Webster City did enter into a contract with Doyle Construction, 516 N. 6th Street, Fort Dodge, Iowa for completion of the Lincoln Drive Reconstruction Project; and

WHEREAS, contract Change Order No. 4 has been prepared resulting in an increase of \$14,900.00;
and

WHEREAS, the City of Webster City will execute Contract Change Order No. 4;

Original Contract Price	\$ 1,376,376.50
Previous Revised Contract Price	\$ 1,388,961.00
Change Order No.4	\$ 14,900.00
Revised Contract Price	\$ 1,403,861.00

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Webster City, Iowa, that Change Order No. 4 to the contract for the Lincoln Drive Reconstruction Project with Doyle Construction, 516 N. 6th Street, Fort Dodge, Iowa, as described above and attached hereto is hereby approved.

Passed and adopted this 4th day of March, 2024.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Exhibit "A"

Change Order No. 4



February 23, 2024

Mr. Derrick Drube
City of Webster City
400 Second Street, P.O. Box 217
Webster City, Iowa 50595

RE: LINCOLN DRIVE RECONSTRUCTION
CHANGE ORDER NO. 4
CITY PROJECT NO. 9-23-001-01
S&A PROJECT NO. 122.0346.01

Dear Derrick:

Attached please find Change Order No. 4 for additional work to be completed on the Lincoln Drive Reconstruction project. This change order includes extending the storm sewer pipe to outlet at the toe of the ravine into the main drainage channel east of the end of Lincoln Drive. This pipe extension will help prevent the area between the storm sewer outlet and main drainage channel from eroding. Other work activities included with this change order are clearing and grubbing, erosion control measures, and surface restoration.

It is our recommendation to approve Change Order No. 4 in the amount of \$14,900.00 to the Contract.

The Contractor has addressed all remaining punch list items. After completion of the change order work, the project can be accepted with a final payment application. Retainage would be released 30 days after the project is accepted by the City Council and the final payment application is approved.

Please call with any questions or concerns with this pay application or the project. Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink that reads 'John W. Haldeman'. The signature is fluid and cursive, with the first letters of the first and last names being capitalized.

John W. Haldeman, P.E.
Project Manager

Enclosures

CHANGE ORDER NO. 4

OWNER: City of Webster City

PROJECT: Lincoln Drive Reconstruction

S&A PROJECT #: 122.0346.01

To: Doyle Construction
Contractor
516 N. 6th Street
Address
Fort Dodge, IA 50501
City, State, Zip

You are directed to make the following changes in this contract:

1. Description of change to be made:

Extension of storm sewer pipe to the toe of the ravine slope at the main drainage channel. This will help prevent erosion between the outlet and the main drainage channel.

2. Settlement for the cost of making the change shall be as follows:

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
2.08	Clearing and Grubbing	1	LS	\$ 2,500.00	\$ 2,500.00
4.19	Apron and Pipe Removal	1	LS	\$ 1,200.00	\$ 1,200.00
4.20	Storm Sewer, C900, 12-Inch Dia.	12	LF	\$ 300.00	\$ 3,600.00
4.21	Storm Sewer, PVC, SDR-26, 12-Inch Dia.	40	LF	\$ 105.00	\$ 4,200.00
4.22	Pipe Apron, 12 Inch Dia.	1	EA	\$ 500.00	\$ 500.00
9.17	Seeding, Type 2	0.1	AC	\$ 11,000.00	\$ 1,100.00
9.18	Temporary RECP	30	SQ	\$ 10.00	\$ 300.00
9.19	Rip-Rap	6	TON	\$ 250.00	\$ 1,500.00
				TOTAL	\$ 14,900.00

3. This change order will result in a net change in the contract completion time of 0 day(s) and a net change in the cost of the project of \$14900.00 divided as follows:

	Contract Amount	Contract Working Days
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	\$1,388,961.00	82.5
Change due to this C.O. (+ or -)	\$14,900.00	0.0
Totals including this C.O.:	\$1,403,861.00	82.5

The change described herein is understood, and the terms of settlement are hereby agreed to:

Doyle Construction
CONTRACTOR

By Eric J Doyle

DATE: 2/22/2024

Snyder & Associates, Inc.
ENGINEER

By John W. Alderman

DATE: 2/23/2024

City of Webster City
OWNER

By _____

DATE: _____

MEMORANDUM

TO: Mayor and City Council

FROM: Ariel Bertran, Community Development Director

DATE: March 4, 2024

RE: Adopt a Resolution Authorizing the City Manager to Sign and Execute a Purchase Agreement with Marene and Brian Hubbard for the Purchase of 547 Second Street and 612 Willson Avenue in Webster City, IA in the amount of \$10,000

SUMMARY: The property aforementioned was deemed unsafe and declared a public nuisance by the City in August 2023. Due to the lack of progression by the current owners to abate the unsafe property, City staff recommended Council approve the purchase of the property. City staff reached out to the current property owner extending an offer. The property owner accepted the offer and a purchase agreement was drawn up by the City Attorney. City staff is requesting Council adopt a resolution executing the agreement.

PREVIOUS COUNCIL ACTION: N/A

BACKGROUND/DISCUSSION: This property has sat underutilized for several years. The property is showing signs of lack of maintenance and is dilapidated. The property was deemed a public nuisance and unsafe by the City in August 2023. The City made several attempts to have the property abated by its current owners and issued several unsafe notices in the last year. Due to the lack of progression in the abatement, the property has been barricaded off for the safety of the community until a structural engineer's report is submitted. Due to this not taking place and the obvious dangerous conditions of the building and lack of abatement, the City feels it is in its best interest to purchase the building. City staff has received the signed purchase agreement from the current property owner and is requesting City Council adopt a resolution authorizing the City Manager to sign the purchase agreement, purchasing said property for \$10,000.

The next step would be to have a structural engineer evaluate the interior and exterior of the building and submit a report to the City.

FINANCIAL IMPLICATIONS: The city will incur the amount of \$10,000.00 for the purchase of the building. The City will also pay all fees associated with closing and abstracting as well as the structural engineer costs for the evaluation of the building.

RECOMMENDATION: City staff recommends City Council adopt a resolution authorizing the City Manager to sign and execute a purchase agreement with Marene and Brian Hubbard for the purchase of 547 Second Street and 612 Willson Avenue in Webster City, IA in the amount of \$10,000.00.

RESOLUTION NO. 2024 -

AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE A PURCHASE AGREEMENT FOR THE PURCHASE OF PROPERTY LOCATED AT 547 SECOND STREET AND 612 WILLSON AVENUE, WEBSTER CITY, IOWA, IN THE AMOUNT OF \$10,000.

WHEREAS, the City of Webster City, Iowa has deemed the property located at 547 Second Street and 612 Willson Avenue as unsafe and declared it a public nuisance; and,

WHEREAS, due to the lack of abatement the City feels it is in the best interest to acquire said property; and,

WHEREAS, City Staff extended an offer not to exceed \$10,000 for said property; and,

WHEREAS, a Purchase Agreement has been signed by the property owner and submitted to the City to sign and execute in the amount of \$10,000.00.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Webster City, Iowa, that the City Manager is hereby authorized and directed to sign and execute the Purchase Agreement for the above-described real estate.

Passed and adopted this 4th day of March, 2024.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

PURCHASE AGREEMENT

TO: Marene Hubbard and Brian J. Hubbard (SELLERS)

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

The West 1/3 of Lot 1, except the North 24 feet thereof, and except the South 8 feet thereof reserved for street purposes, Block 80, West New Castle, now Webster City, Iowa; and

North 24 feet of West 1/3 of Lot 1, Block 80, West Newcastle, now Webster City, Iowa.

Subject to easements for a drain pipe across the roof of the existing building and for an exit stairway on said roof.

Also, a perpetual easement for utility installation, maintenance, repair, and replacement along the South 5 feet of the North 124 feet of said Lot 1 and along the East 5 feet of the West one-third of the South 100 feet of the North 124 feet of said Lot 1, together with reasonable access thereto.

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

1. **PURCHASE PRICE.** The Purchase Price shall be **\$10,000.00** and the method of payment shall be as follows:

\$0.00 with this offer to be upon acceptance of this offer and the balance of the Purchase Price: in cash, in accordance with the terms of this Agreement herein or any subsequent agreement entered into between the parties. This Agreement is not contingent upon BUYER obtaining such funds.

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

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

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

C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS. BUYER shall pay all other special assessments.

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

5. POSSESSION AND CLOSING. If BUYER timely perform all obligations, possession of the Property shall be delivered to BUYER on or before **March 22, 2024**, and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after approval of title by BUYER' attorney and vacation of the Property by SELLERS, but prior to possession by BUYER. SELLERS agree to permit BUYER to inspect the Property within 48 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the filing of title transfer documents and receipt of all funds then due at closing from BUYER under the Agreement.

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

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

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

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

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

(b) BUYER may at their expense, within 14 days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYER' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYER. However, in the event SELLERS are required to expend any sum in excess of \$ 0.00 to remove any hazardous materials, substances, conditions or wastes, SELLERS shall have the option to cancel this transaction and refund to BUYER all Earnest Money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYER. The expense of any action necessary to remove or otherwise make safe any hazardous material, substance, conditions or waste shall be paid by SELLERS, subject to SELLERS' right to cancel this transaction as provided above.

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

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

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

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

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

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

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

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

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

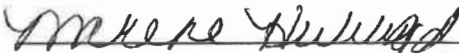
17. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Sellers represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

18. ADDITIONAL PROVISIONS: (check if applicable)


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

☒ B. SELLERS' CLOSING COSTS. BUYER herein agrees to pay for the following SELLERS' closing costs: (1) prorated taxes, (2) revenue stamps, (3) abstracting charges, and (4) attorney fees. SELLERS herein agree to be responsible for any costs associated with clearing any other liens or judgments against the SELLERS hereto.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYER **on or before February 26, 2024** this Agreement shall be null and void and all payments made shall be returned immediately to BUYER.


Marene Hubbard (SELLERS)
631 Webster Street
Webster City, Iowa 50595
Telephone: 515-297-0851

2-25-24
Date Accepted


Brian J. Hubbard

City of Webster City, Iowa,
a Municipal Corporation
By: John Harrenstein,
City Manager
Address: 400 Second Street
Webster City, Iowa 50595
Telephone: (515) 832-9151

(BUYER)

Date

ATTEST:

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

MEMORANDUM

TO: Mayor and City Council

FROM: Ariel Bertran, Community Development Director

DATE: March 4, 2024

RE: Adopt a Resolution Setting Time and Place for a Public Hearing Pertaining to the Disposal of City-Owned Property in Brewer Creek Estates 6th Addition

SUMMARY: A public hearing needs to be set and held for the disposal of City-owned property located in Brewer Creek Estates 6th Addition.

PREVIOUS COUNCIL ACTION: A public hearing was held on November 6, 2017, establishing lot prices in Brewer Creek Estates 5th and 6th Additions.

BACKGROUND/DISCUSSION: The City has been approached by a prospective developer, Ridge Development LLC, to purchase six lots in Brewer Creek Estates 6th Addition as follows: lot 11, lot 12, lot 13, lot 14, lot 15 and lot 16 (each for \$24,995.00). The Developer will purchase the lots at full asking price originally established by Council in 2017, with \$1,000 down per lot at the time the purchase agreement is executed and the remaining balance of each lot price paid after each home is built and sold. A Purchase Agreement has been developed by the City Attorney in the amount of \$149,970.00 for the total price of all six lots. If the purchase agreement is approved, closing on the six lots in the Brewer Creek Estates 6th Addition will commence immediately.

As with all lot purchases in the Brewer Creek Additions, the covenants set forth require the developer to have the lots developed within eighteen months of purchase unless an extension is granted by the City. If the lots are not developed within eighteen months, and the property has reverted back to the City, the developer has the option to purchase the lot(s) with any and all improvements made, at the same price as originally purchased from the City. The lot prices were established on November 6, 2017 for both the 5th and 6th Additions of Brewer Creek, which would allow the City to sell these lots without holding a public hearing for each lot sold. However, to execute this purchase agreement for the disposal of City-owned property, with the special exception request made by the developer to pay after the sale of the homes, a public hearing is required. Staff is requesting to set the public hearing for March 18, 2024 at 6:05 pm in the City Hall Council Chambers.

The developer has also requested City Council consider a cap of \$2,000 for building permit including all associated trade permits per dwelling for this purchase. If this is approved by council the purchase agreement would be updated to reflect this.

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

approved, deeds, mortgages, promissory notes and escrow agreements will be prepared for all parties to sign.

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

RECOMMENDATION: Provide direction on request of capping of building permit and all associated trade permit fees of \$2,000 per dwelling.

Set a public hearing for March 18, 2024 at 6:05 pm to dispose of City-owned property in Brewer Creek Estates 6th Addition.

RESOLUTION NO. 2024 – xxx

**RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING
PERTAINING TO THE DISPOSAL OF CITY-OWNED PROPERTY
IN BREWER CREEK ESTATES 6th ADDITION**

WHEREAS, Ridge Development LLC has approached the City in regards to purchasing lots 11, 12, 13, 14, 15 and 16 in Brewer Creek Estates 6th Addition; and

WHEREAS, on November 6, 2017 a public hearing was held establishing lot prices in Brewer Creek Estates 5th and 6th Additions; and

WHEREAS, a public hearing must be set for the City Council to approve the Purchase Agreement for the aforementioned lots in the amount previously established at the Public Hearing held on November 6, 2017.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Webster City, Iowa that a Public Hearing pertaining to the disposal of City-owned property will be held in person in Council Chambers on the 18th day of March, 2024, at 6:05 P.M., and that the City Clerk is directed to publish notice as required by law.

Passed and adopted this 4th of March, 2024.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

**NOTICE OF PUBLIC HEARING ON DISPOSAL OF CITY OWNED PROPERTY
IN BREWER CREEK ESTATES 6TH ADDITION, WEBSTER CITY, IOWA**

PUBLIC NOTICE is hereby given that the City Council of the City of Webster City will hold a public meeting and hearing on March 18, 2024, at 6:05 P.M. in the City Hall Council Chambers, 400 Second Street, Webster City, Iowa, at which meeting the Council will hold a hearing on the proposal to sell lots in Brewer Creek Estates 6th Addition, Webster City, Iowa.

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

At the meeting and hearing the Council shall receive, from any resident or property owner of the City, any oral or written objections to or comments on the DISPOSAL OF CITY OWNED PROPERTY IN BREWER CREEK ESTATES 6TH ADDITION, WEBSTER CITY, IOWA.

After all objections and comments have been received and considered, the Council will, at this meeting or at any adjournment thereof, take final action on the proposal or will abandon the proposal to sell said lots.

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

Dated this 4th day of March, 2024.

Karyl K. Bonjour
City Clerk, Webster City, Iowa

RESIDENTIAL PURCHASE AGREEMENT

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

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

Lots 11, 12, 13, 14, 15 and 16, Brewer Creek Estate 6th Addition, Webster City, Iowa.

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

1. PURCHASE PRICE. The Purchase Price shall be **\$149,970.00** and the method of payment shall be as follows:

\$6,000.00 (\$1,000.00 per lot noted above) with this offer to be upon acceptance of this offer and the balance of the Purchase Price: in cash, in accordance with the terms of this Agreement herein or any subsequent agreement entered into between the parties. This Agreement is not contingent upon BUYER obtaining such funds.

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

B. SELLER shall pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given (ending June 30, 2024) due and payable in the subsequent fiscal year (commencing July 1, 2024).

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

C. BUYER shall pay all subsequent real estate taxes.

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

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

C. Any preliminary or deficiency assessment which cannot be discharged by payment

shall be paid by SELLER through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLER. BUYER shall pay all other special assessments.

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

5. POSSESSION AND CLOSING. If BUYER timely perform all obligations, possession of the Property shall be delivered to BUYER on or before **April 5, 2024**, and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLER' possession shall be made as of the date of possession. Closing shall occur after approval of title by BUYER' attorney and vacation of the Property by SELLER, but prior to possession by BUYER. SELLER agree to permit BUYER to inspect the Property within 48 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the filing of title transfer documents and receipt of all funds then due at closing from BUYER under the Agreement.

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

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

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

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

contaminate the Property with hazardous wastes or substances. SELLER warrant that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLER shall also provide BUYER with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here:

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

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

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

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

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

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

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

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

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

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

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

18. ADDITIONAL PROVISIONS: (check if applicable)

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

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

Lot 11, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$24,995.00
Lot 12, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$24,995.00
Lot 13, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$24,995.00
Lot 14, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$24,995.00
Lot 15, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$24,995.00
Lot 16, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$24,995.00

Failure by either party to execute a separate mortgage(s) and promissory note(s) shall deem this Purchase Agreement null and void.

[X] C. DEED BACK HELD IN ESCROW. BUYER herein agrees to execute and place in escrow, at First State Bank, Webster City, Iowa, a warranty deed(s) back to SELLER for all the above-noted lots. In the event that BUYER fails to construct a principal structure on each of the lots, in accordance with the Protective Covenants and Conditions for Brewer Creek Estates 6th Addition in Webster City, Iowa, specifically Section I(5), the parties hereto agree that SELLER shall be entitled to said warranty deed(s), which shall be recorded, transferring ownership of said lot back to the SELLER. In such a scenario, BUYER herein agrees to forfeit the earnest funds provided for above.

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

[X] E. FINANCING APPROVAL. This Agreement is contingent upon BUYER obtaining the necessary financing approval from their bank by March 29, 2024. BUYER shall provide SELLER with proof of said approval by said date. Failure to obtain said approval by said date will result in this Agreement being deemed null and void and BUYER shall be returned their earnest funds.

[X] F. CITY SITE AND BUILDING PLAN APPROVAL. This Agreement is contingent upon BUYER obtaining the necessary site plan and building plan approval from the City of Webster City, Iowa prior to closing. Failure to obtain said necessary site plan and/or building plan approval from the City of Webster City, Iowa prior to closing will result in this Agreement being deemed null and void and BUYER shall be returned their earnest funds.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYER **on or before** _____, **2024** this Agreement shall be null and void and all payments made shall be returned immediately to BUYER.

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

(SELLER)

Date Accepted

ATTEST:

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

Ridge Development, LLC
By: Brian Ridge, Manager
EIN: _____

(BUYER)

Date

Address: _____

DRAFT

MEMORANDUM

TO: Mayor and City Council

FROM: Ariel Bertran, Community Development Director

DATE: March 4, 2024

RE: Adopt a Resolution Setting Time and Place for a Public Hearing Pertaining to the Disposal of City-Owned Property in Brewer Creek Estates 6th Addition

SUMMARY: A public hearing needs to be set and held for the disposal of City-owned property located in Brewer Creek Estates 6th Addition.

PREVIOUS COUNCIL ACTION: A public hearing was held on November 6, 2017, establishing lot prices in Brewer Creek Estates 5th and 6th Additions.

BACKGROUND/DISCUSSION: The City has been approached by a prospective developer, Green Stream Homes of Iowa, LLC, to purchase four lots in Brewer Creek Estates 6th Addition as follows: lot 21, lot 22, lot 23, lot 24 (each for \$15,995.00). The Developer will purchase the lots at full asking price originally established by Council in 2017, with \$500 down per lot at the time the purchase agreement is executed and the remaining balance of each lot price paid after each home is built and sold. A Purchase Agreement has been developed by the City Attorney in the amount of \$63,980.00 for the total price of all four lots. If the purchase agreement is approved, closing on the four lots in the Brewer Creek Estate 6th Addition will commence immediately.

As with all lot purchases in the Brewer Creek Additions, the covenants set forth require the developer to have the lots developed within eighteen months of purchase unless an extension is granted by the City. If the lots are not developed within eighteen months, and the property has reverted back to the City, the developer has the option to purchase the lot(s) with any and all improvements made, at the same price as originally purchased from the City. The lot prices were established on November 6, 2017 for both the 5th and 6th Additions of Brewer Creek, which would allow the City to sell these lots without holding a public hearing for each lot sold. However, to execute this purchase agreement for the disposal of City-owned property, with the special exception request made by the developer to pay after the sale of the homes and for the down payment to be \$500.00 rather than \$1,000.00, a public hearing is required. Staff is requesting to set the public hearing for March 18, 2024 at 6:05pm in the City Hall Council Chambers.

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

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

RECOMMENDATION: Set a public hearing for March 18, 2024 at 6:05 pm to dispose of City-owned property in Brewer Creek Estates 6th Addition.

RESOLUTION NO. 2024 – XXX

**RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING
PERTAINING TO THE DISPOSAL OF CITY-OWNED PROPERTY
IN BREWER CREEK ESTATES 6th ADDITION**

WHEREAS, Green Stream Homes of Iowa, LLC has approached the City in regards to purchasing lots 21, 22, 23, and 24 in Brewer Creek Estates 6th Addition; and

WHEREAS, on November 6, 2017 a public hearing was held establishing lot prices in Brewer Creek Estates 5th and 6th Additions; and

WHEREAS, a public hearing must be set for the City Council to approve the Purchase Agreement for the aforementioned lots in the amount previously established at the Public Hearing held on November 6, 2017.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Webster City, Iowa that a Public Hearing pertaining to the disposal of City-owned property will be held in person in Council Chambers on the 18th day of March, 2024, at 6:05 P.M., and that the City Clerk is directed to publish notice as required by law.

Passed and adopted this 4th of March, 2024.

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

**NOTICE OF PUBLIC HEARING ON DISPOSAL OF CITY OWNED PROPERTY
IN BREWER CREEK ESTATES 6TH ADDITION, WEBSTER CITY, IOWA**

PUBLIC NOTICE is hereby given that the City Council of the City of Webster City will hold a public meeting and hearing on March 18, 2024, at 6:05 P.M. in the City Hall Council Chambers, 400 Second Street, Webster City, Iowa, at which meeting the Council will hold a hearing on the proposal to sell lots in Brewer Creek Estates 6th Addition, Webster City, Iowa.

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

At the meeting and hearing the Council shall receive, from any resident or property owner of the City, any oral or written objections to or comments on the DISPOSAL OF CITY OWNED PROPERTY IN BREWER CREEK ESTATES 6TH ADDITION, WEBSTER CITY, IOWA.

After all objections and comments have been received and considered, the Council will, at this meeting or at any adjournment thereof, take final action on the proposal or will abandon the proposal to sell said lots.

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

Dated this 4th day of March, 2024.

Karyl K. Bonjour
City Clerk, Webster City, Iowa

RESIDENTIAL PURCHASE AGREEMENT

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

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

Lots 21, 22, 23 and 24, Brewer Creek Estate 6th Addition, Webster City, Iowa.

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

1. PURCHASE PRICE. The Purchase Price shall be **\$63,980.00** and the method of payment shall be as follows:

\$2,000.00 (\$500.00 per lot noted above) with this offer to be upon acceptance of this offer and the balance of the Purchase Price: in cash, in accordance with the terms of this Agreement herein or any subsequent agreement entered into between the parties. This Agreement is not contingent upon BUYER obtaining such funds.

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

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

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

C. BUYER shall pay all subsequent real estate taxes.

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

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

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

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

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

5. POSSESSION AND CLOSING. If BUYER timely perform all obligations, possession of the Property shall be delivered to BUYER on or before **April 3, 2024**, and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLER' possession shall be made as of the date of possession. Closing shall occur after approval of title by BUYER' attorney and vacation of the Property by SELLER, but prior to possession by BUYER. SELLER agree to permit BUYER to inspect the Property within 48 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the filing of title transfer documents and receipt of all funds then due at closing from BUYER under the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. ADDITIONAL PROVISIONS: (check if applicable)

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

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

Lot 21, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$15,995.00

Lot 22, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$15,995.00

Lot 23, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$15,995.00

Lot 24, Brewer Creek Estates 6th Addition in Webster City, Iowa - \$15,995.00

Failure by either party to execute a separate mortgage(s) and promissory note(s) shall deem this Purchase Agreement null and void.

☒ C. DEED BACK HELD IN ESCROW. BUYER herein agrees to execute and place in escrow, at First State Bank, Webster City, Iowa, a warranty deed(s) back to SELLER for all the above-noted lots. In the event that BUYER fails to construct a principal structure on each of the lots, in accordance with the Protective Covenants and Conditions for Brewer Creek Estates 6th Addition in Webster City, Iowa, specifically Section I(5), the parties hereto agree

that SELLER shall be entitled to said warranty deed(s), which shall be recorded, transferring ownership of said lot back to the SELLER. In such a scenario, BUYER herein agrees to forfeit the earnest funds provided for above.

[X] D. NO OTHER ENCUMBRANCES OF PROPERTY WITHOUT SELLER APPROVAL.

Both parties hereto agree that BUYER shall not place on or encumber said above noted lots with any mortgages, liens, judgments or other encumbrance without first obtaining SELLER'S written approval. Once construction has begun on said lots, SELLER herein agrees to not unreasonably withhold approval of additional encumbrances on said lots.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYER **on or before** _____, **2024** this Agreement shall be null and void and all payments made shall be returned immediately to BUYER.

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

(SELLER)

Date Accepted

ATTEST:

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

David walters

Green Stream Homes of Iowa, LLC (BUYER)
By: David Walters, Manager

2/29/2024
Date

EIN: _____
462521825

Address: _____
1100 warrior lane waukee iowa 50263



MEMORANDUM

TO: Mayor and City Council
John Harrenstein, Interim City Manager

FROM: Kirby Winter, IT Director

DATE: March 4, 2024

RE: Zoom meetings availability

SUMMARY: Seeking approval to no longer provide Zoom access to everyone for the Webster City's City Council meetings

BACKGROUND/DISCUSSION: Now that we are past the COVID scare I would like to change how we provide the City Council meetings to our Citizens. I recommend we stop placing the ZOOM meeting entrance information on the City Council's Agenda for the City Council meetings. We will still use ZOOM to record and provide a live feed through the City's Facebook page. Citizens will still be able to go to the Webster City Facebook page and watch the "Live Meeting" if they so choose, but moving forward, no one will be invited to join the meeting via ZOOM. If we have a contractor or a special guest, Kirby or Brian will provide them a link to get into the zoom meeting to be able to speak to the City Council remotely. If needed, we could also use the conference phone system to dial the person or provide the person a number to dial into from the Zoom meeting.

The main reason we allowed the ZOOM meeting to be available to everyone was because of COVID. We are no longer required to be quarantined so we really do not need to offer Zoom access to everyone. By removing the ability for everyone to join the meeting will also immensely decrease the opportunity for the video stream to be hacked into. At the beginning of the last two Council meetings there have been a couple of attempts to take over our Zoom video feed. Kirby and Brian were able to get them stopped immediately, but the possibility remains unless we stop providing access for everyone to join the City's Zoom meeting.

FINANCIAL IMPLICATIONS: There are not any financial implications.

RECOMMENDATION: Approve to no longer invite everyone to join the Webster City's City Council Zoom meetings. Everyone is still able to watch the live meeting over the City's Facebook page.

1620 Superior Street Unit 1
Webster City, IA 50595
(515) 832-2885
(515) 832-2515 fax

Zachary S. Chizek
zach@groveslaw.net

Gary J. Groves
gary@groveslaw.net

Raphael M. Montag
raph@groveslaw.net



GROVES & CHIZEK LAW OFFICE

February 28, 2024

TO: Members of the City Council

RE: Summary of Professional Services for February 2024.

Dear Council Members:

Outlined below is a summary of professional services I have provided for the City of Webster City as City Attorney for the month of February 2024. The main issues I addressed this past month were (a) preparation of two (2) purchase agreements for nine (9) additional lots to be sold out in Brewer Creek Estates 6th Addition; (b) preparation of the purchase agreement for the Hubbard building downtown; and (3) preparation of additional records request for the City.

In regards to the purchase agreement for lots in Brewer Creek Estates 6th Addition, there has been interest by two (2) developers to build out there. One wanting four (4) lots and one wanting to build on five (5) lots. The purchase agreements have been prepared for Council's review and approval.

In regards to the Hubbard Building, I have also prepared the necessary purchase agreement for the City to acquire that building. It has been signed by the Sellers already and is waiting on Council's approval to execute.

Finally, in regards to FOIA requests, we received an additional two (2) records request in the past month, which I've responded to both in the required time frame. One was in regards to the speed cameras, while the other was in regards to correspondence with the Iowa Freedom of Information Board.

Respectfully submitted,

Zachary S. Chizek
Attorney at Law