AGENDA

City Council Meeting City Hall Council Chambers - Webster City, Iowa October 21, 2024 6:00 p.m.

This meeting will be open to the public and can be viewed live on the City Facebook page https://www.facebook.com/cityofwebstercity/ or viewed on the City of Webster City website https://webstercity.com/government/city-council/city-council-meetings/ the morning following the meeting.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

Motion on Approval of Agenda

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, REQUESTS

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 October 7, 2024 Regular City Council Meeting
- b. **CLAIMS**, including Payroll ending October 5, 2024 and **FUND LIST**
- c. REPORTS Wastewater, Electric, Water for September 2024
- d. Police Department ACTIVITY REPORT for September 2024
- e. Fire Department **REPORT** for September 2024.
- f. Council Committee Reports
- g. Other reports and recommendations

City Council Meeting Agenda October 21, 2024

3. GENERAL AGENDA PUBLIC HEARINGS 6:05 p.m.

a. **Public Hearing** on Plans and Specifications, proposed Form of Contract and Estimate of Cost for furnishing Minor Materials for the Phase 1 Electric Distribution Improvements.

COUNCIL MEMORANDUM BIDS ENGR LTR

<u>RESOLUTION</u> finally approving Plans and Specifications, proposed form of Contract and Estimate of Cost and authorizing the City Manager to execute and award contracts for furnishing Minor Materials for the Phase 1 Electric Distribution Improvements.

b. **Public Hearing** on the proposition of the disposal of interest in real property owned by the Municipal Gas Utility, under an agreement for the use of the City Utility Distribution Facilities and the transportation of Natural Gas.

<u>RESOLUTION</u> finally approving the Disposal of Interest in Real Property owned by the Municipal Gas Utility, under an agreement for the use of the City Utility Distribution Facilities and the transportation of Natural Gas. <u>AGREEMENT</u>

c. Public Hearing on the Proposed renewal of the Gas Franchise Ordinance with Black Hills Energy.

Consider Approval of First Reading of a proposed Ordinance Amending the Code of Ordinances of the City and granting Renewal of the Gas Franchise Ordinance with Black Hills Energy.

First Reading of an ORDINANCE amending the Code of Ordinances of the City of Webster City, Iowa, 2019, by Replacing Chapter 24, Article III Pertaining to Natural Gas Franchise, Granting to Black Hills/Iowa Gas Utility Company, LLC D/B/A Black Hills Energy, a Delaware Limited Liability Corporation, Its Lessees, Successors and Assigns, a Nonexclusive Authority for a Period of Twenty-Five (25) Years to Erect, Maintain and Operate a Gas Distribution System and any and all Necessary Mains, Pipes, Services and Other Appurtenances thereunto Appertaining in, Upon, Over, Across and Along the Streets, Alleys, Bridges and Public Places of the City, and for the Transmission, Transportation, Distribution and Sale of Natural and/or Mixed Gas for Heating, Industrial and all other Uses and Purposes in the City and for the purpose of transmitting, Transporting and Conveying such Gas into, Through or Beyond the Immediate Limits of the City to Other Cities, Towns and Customers, and Prescribing the Terms and Conditions under which the company is to Operate.

d. <u>COUNCIL MEMORANDUM</u> <u>RESOLUTION</u> approving the Purchase of 2025 Vermeer VX50 Series Vacuum Excavator for the City of Webster City Line Department.

QUOTE OLD VACUUM

e. <u>COUNCIL MEMORANDUM</u> <u>RESOLUTION</u> Accepting and Approving the Minor Subdivision Plat of Lockwood Estates Addition, Hamilton County, Iowa. <u>PLAT</u>

City Council Meeting Agenda October 21, 2024

- f. <u>COUNCIL MEMORANDUM</u> <u>RESOLUTION</u> authorizing the Street Department Supervisor to Sign and Execute Partial Payment Application No. 3 and Final Recommended Project Acceptance for the 2025 HMA Improvements Project, with retainage to be paid in 30 days to Heartland Asphalt, Inc. <u>PAY 3 FINAL</u> <u>ENGR CERT</u>
- g. <u>RESOLUTION approving</u> the conveyance of an Easement at 345 Fair Meadow Drive, Webster City, Iowa, to the City of Webster City, Iowa, and Authorizing the City Manager to execute the Easement Agreement. EASEMENT

4. CLOSED SESSION

a. Meet in closed session to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property, or reduce the price the governmental body would receive for that property as provided by Chapter 21.5 j. of the Code of Iowa.

RETURN TO OPEN SESSION

5. ADJOURN

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

CITY COUNCIL MEETING MINUTES Webster City, Iowa October 7, 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 October 7, 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, Matt McKinney, Megan McFarland and Logan Welch.

This meeting was open to the public and can be viewed live on the City Facebook page https://www.facebook.com/cityofwebstercity/ or viewed on the City of Webster City website https://webstercity.com/government/city-council/city-council-meetings/ the following morning.

Mayor John Hawkins led the Pledge of Allegiance.

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

PETITIONS- COMMUNICATIONS- REQUESTS

None brought forth.

PUBLIC INFORMATION

Events taking place this week in Webster City are Homecoming at WCCSD and Ladies Night Out on Thursday, October 10th.

MINUTES, CLAIMS, REPORTS, LICENSES, REQUESTS

It was moved by McFarland and seconded by Hansen that the following minutes, claims, reports, licenses and requests (a-e) be approved collectively:

- a. Meeting Minutes of September 16, 2024.
- b. Claims, including Payroll ending September 21, 2024 and Fund List
- c. That the issuance of Beer & Liquor Licenses by the Iowa Department of Commerce be recommended for the following:

Renewal of Class C Retail Alcohol License & Catering Privilege, 2nd Street Emporium (Elena's Management LLP), 615 2nd Street, Webster City.

- d. That the Street Closure Request from Chamber of Commerce for Downtown Trick or Treat on October 31st, 2024 from 3:00 to 6:00 p.m. Second Street from Superior Street to Prospect Street, be approved.
- e. That the Street Closure Request from Chamber of Commerce for Christmas in the City Lighted Parade on December 7th, 2024 from 4:00-6:30 p.m. Second Street from Seneca Street to Prospect Street Intersection closure at Prospect and Second to allow line-up to disperse in back parking lot Seneca Street in between Elm Street and Second Street, alley access will be blocked, be approved.
- f. Council Committee Reports none brought forth
- g. Other reports and recommendations none brought forth

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

GENERAL AGENDA

a. A Nuisance Hearing regarding Notice of Nuisance located at 300 Apple Avenue was held. Police Chief Shiloh Mork provided background information through a powerpoint presentation on the Nuisance Notice issued. The individual requesting the hearing is not the property owner and was unable to be present for the hearing. Dick Conkling, 1720 Lynx Ave, Webster City also spoke on the nuisance.

It was moved by Welch and seconded by Hansen to declare a nuisance and have the Police Department cite the property owner for the nuisance immediately for the nuisances outlined in the notice.

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

City Council Meeting Minutes, October 7, 2024

b. It was moved by Welch and seconded by McKinney that Resolution No. 2024-149 transferring cash to provide funding for certain projects, repay internal loans, reconcile funds and TIF entries be passed and adopted.

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

c. It was moved by Hansen and seconded by McFarland that Resolution No. 2024-150 approving the Development Agreement between the City of Webster City and LIFT WC in connection with the \$100,000 Emergency Catalyst Grant for LIFT WC's partial rehabilitation of 608 2nd Street, Webster City, Iowa be passed and adopted.

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

Hawkins abstain.

d. It was moved by Welch and seconded by McKinney that Resolution No. 2024-151 setting October 21, 2024 at 6:05 p.m. in Council Chambers at City Hall, 400 Second Street, Webster City, Iowa for a meeting (Public Hearing) on the proposition of the disposal of interest in real property owned by the Municipal Gas Utility, under an agreement for the use of the City Utility Distribution Facilities and the transportation of Natural Gas be passed and adopted.

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

e. It was moved by Hansen and seconded by McKinney that Resolution No. 2024-152 setting October 21, 2024 at 6:05 p.m. in Council Chambers at City Hall, 400 Second Street, Webster City, Iowa for a meeting (Public Hearing) on a proposed Ordinance renewing Gas Franchise with Black Hills Energy be passed and adopted.

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

f. It was moved by Welch and seconded by Hansen that Resolution No. 2024-153 approving the project close out for the Wilson Brewer Courthouse Structural Improvement Project with Schlotfeldt Engineering and Peterson Construction be passed and adopted.

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

OTHER ITEMS SENT TO COUNCIL

a. The City Attorney report/update for September 2024 was previously given to Council for review.

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

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

The October 7, 2024 Regular City Council meeting stood adjourned at 6:25 p.m.

John Hawkins, Mayor	Karyl K. Bonjour, City Clerk

CITY OF WEBSTER CITY Invoice Register - Webster City Page: 1 Oct 18, 2024 03:13PM

_	Invoice	Seq	Туре	Description	Invoice Date	Total Cost	Period	GL Account
SECRI	ETARY OF S ⁻ 100724	•	610) Invoice	NOTARY FEE/NERLAND	10/07/2024	30.00	04/25	100-24-30-5380-318
٦	Total 100724:					30.00		
1	Total SECRE	TARY OI	F STATE (2	2610):		30.00		
1	Total 10/07/20	024:				30.00		

 CITY OF WEBSTER CITY
 Invoice Register - Webster City
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	Invoice	Seq	Туре	Description	Invoice Da	te Total Cost	Period	GL Account
SECI	RETARY OF S	•	610) Invoice	NOTARY FEE/DRUBE	10/11/20	24 30.00	04/25	100-24-30-5380-318
	Total 101124:					30.00		
	Total SECRE	TARY OF	F STATE (2	610):		30.00		
	Total 10/11/20	24:				30.00		

 CITY OF WEBSTER CITY
 Invoice Register - Webster City
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 Input Dates: 10/8/2024 - 10/21/2024
 Oct 18, 2024 | 03:13PM

Invoic	Seq	Туре	Description	Invoice Date	Total Cost	Period	GL Account	
CITY OF WEBS	TER CITY	(176)						
09-2024	003 1	Invoice	BUILDING PERMIT-REISNER SUBSTATION	10/03/2024	11,666.00	04/25	611-23-51-5566-299	
Total 09-2	024-003:				11,666.00			
Total CIT	OF WEBS	STER CITY	(176):		11,666.00			
Total 10/1	6/2024:				11,666.00			

Invoice	Seq	Туре	Description	Invoice Date	Total Cost	Period	GL Account
ABSTRACT ASSOC	OF H	AMILTON (
40-1861	1	Invoice	PLAT OF SURVEY-ABSTRACT-547 2ND STRE	04/02/2024	917.50	04/25	100-21-18-5190-214
Total 40-1861:					917.50		
40-1927	1	Invoice	ABSTRACTING FEES-LOT 11 BC EST 6TH AD	04/24/2024	300.00	04/25	100-21-18-5190-214
Total 40-1927:					300.00		
40-1928	1	Invoice	ABSTRACTING FEES-LOT 12 BC EST 6TH AD	04/24/2024	300.00	04/25	100-21-18-5190-214
Total 40-1928:					300.00		
40-1929	1	Invoice	ABSTRACTING FEES-LOT 13 BC EST 6TH AD	04/24/2024	300.00	04/25	100-21-18-5190-214
Total 40-1929:					300.00		
40-1930	1	Invoice	ABSTRACTING FEES-LOT 14 BC EST 6TH AD	04/24/2024	300.00	04/25	100-21-18-5190-214
Total 40-1930:					300.00		
40-1931	1	Invoice	ABSTRACTING FEES-LOT 15 BC EST 6TH AD	04/24/2024	300.00	04/25	100-21-18-5190-214
Total 40-1931:					300.00		
40-1932	1	Invoice	ABSTRACTING FEES-LOT 16 BC EST 6TH AD	04/24/2024	300.00	04/25	100-21-18-5190-214
Total 40-1932:					300.00		
40-2101	1	Invoice	RESEARCH/ABSTRACTING FEES-LOT 22 BC	06/14/2024	1,841.25	04/25	100-21-18-5190-214
Total 40-2101:					1,841.25		
40-2102	1	Invoice	ABSTRACTING FEES-LOT 23 BC EST 6TH AD	06/14/2024	300.00	04/25	100-21-18-5190-214
Total 40-2102:					300.00		
40-2103	1	Invoice	ABSTRACTING FEES-LOT 28 BC EST 6TH AD	06/14/2024	300.00	04/25	100-21-18-5190-214
Total 40-2103:					300.00		
40-2104		Invoice	ABSTRACTING FEES-LOT 29 BC EST 6TH AD	06/14/2024	300.00	04/25	100-21-18-5190-214
Total 40-2104:			, , , , , , , , , , , , , , , , , , , ,	33/11/2021	300.00	0 1/20	100 21 10 0100 211
40-2192		Invoice	LIEN SEARCH-1303 SUPERIOR STREET	07/12/2024	300.00	04/25	100-21-18-5190-214
Total 40-2192:		IIIVOICE	EILIN SLANGI P1003 SUF LINION STILL	07/12/2024		04/23	100-21-10-3190-214
			UEV 05 4 DOU 400 DD000507	00/47/0004	300.00	0.4/05	400 04 40 5400 044
40-2376		Invoice	LIEN SEARCH-403 PROSPECT	09/17/2024	300.00	04/25	100-21-18-5190-214
Total 40-2376:					300.00		
40-2435		Invoice	LIEN SEARCH-128 APPLE AVE	10/01/2024	300.00	04/25	100-21-18-5190-214
Total 40-2435:					300.00		

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Invoice	Seq	Туре	Description	Invoice Date	Total Cost	Period	GL Account
Total ABSTRA	ACT ASS	SOC OF HA	MILTON CO (7961):		6,358.75		
AFLAC, INC. (20) 727281	1	Invoice	AFLAC PREMIUMS	10/10/2024	2,119.64	04/25	902-11215
Total 727281:					2,119.64		
Total AFLAC,	INC. (20	0):			2,119.64		
CSOURCE (4459)	,	,			<u> </u>		
AGSOURCE (4458) PS-INV3479		Invoice	WATER POOL SPA ROUTE CHARGE & PS CO	06/25/2024	28.00	04/25	100-22-42-5242-299
Total PS-INV	347927:				28.00		
PS-INV3503	1	Invoice	DRINKING WATER- DW COLIFORM RUSH	07/10/2024	69.00	04/25	602-23-62-5662-212
Total PS-INV	350393:				69.00		
PS-INV3541	1	Invoice	DRINKING WATER- DW COLIFORM RUSH	07/30/2024	14.50	04/25	602-23-62-5662-212
Total PS-INV	354143:				14.50		
PS-INV3573	1	Invoice	DRINKING WATER- DW COLIFORM RUSH	08/20/2024	14.50	04/25	602-23-62-5662-212
Total PS-INV	357357:				14.50		
Total AGSOU	RCE (44	1 58):			126.00		
HLERS & COONE	(22)						
874794	. 1	Invoice	LEGAL SERVICES - GAS FRANCHISE	09/30/2024	15,244.86	04/25	100-23-43-5360-212
Total 874794:					15,244.86		
874795	5 1	Invoice	LEGAL FEES - SPEED CAMERAS	09/30/2024	4,063.00	04/25	120-21-21-5120-212
Total 874795:					4,063.00		
Total AHLERS	8 & COC	ONEY, P.C. (22):		19,307.86		
NDERSON, RANA 101424	-	B) Invoice	ELECTRIC REFUND	10/14/2024	135.00	04/25	601-23-80-5903-980
Total 101424:					135.00		
Total ANDER	SON, R	ANAE (8048):		135.00		
RBORPRO TREE		·					
8463		Invoice	TRIM DOWNTOWN TREES/HAUL DEBRIS	07/29/2024	9,500.00	04/25	601-23-36-5393-299
Total 8463:					9,500.00		
Total ARBOR	PRO TR	REE SERVIC	CE (8053):		9,500.00		
RNOLD MOTOR			MODII E 1 15WE0 (OTV 10)	10/00/0004	04.00	04/05	100 22 40 5274 245
26NV109895		Invoice	MOBILE 1 - 15W50 (QTY 12)	10/02/2024		04/25	100-23-42-5371-315
Total 26NV10	9895:				84.36		

invoice Register - webster City	
Input Dates: 10/8/2024 - 10/21/2024	

			mpat Battot. 10/0/2	10/21/202	•		
Invoice	Seq	Туре	Description	Invoice Date	Total Cost	Period	GL Account
26NV110233	1	Invoice	ENGINE OIL FILTER	10/09/2024	13.75	04/25	601-23-52-5935-314
Total 26NV1102	33:				13.75		
26NV110302	1	Invoice	ENGINE OIL FILTERS	10/10/2024	21.15	04/25	100-23-42-5371-314
Total 26NV1103	02:				21.15		
26NV110307	1	Invoice	SPARK PLUGS	10/10/2024	5.92	04/25	100-22-42-5210-314
Total 26NV1103	07:				5.92		
26NV110324	1	Invoice	SELECT 10W40 (12 QT)	10/10/2024	87.48	04/25	100-23-42-5371-315
26NV110324	2	Invoice	AIR FILTERS	10/10/2024	52.30	04/25	100-23-42-5371-314
Total 26NV1103	24:				139.78		
26NV110374	1	Invoice	NO TOUCH TIRE CARE	10/11/2024	20.34	04/25	204-23-30-5310-314
Total 26NV1103	74:				20.34		
Total ARNOLD N	иот	OR SUPPLY	(68):		285.30		
STRA SECURITY (6							
58041	1	Invoice	BALANCE - CEMETERY SECURITY SYSTEM	09/24/2024	5,456.00	04/25	100-23-42-5371-299
Total 58041:					5,456.00		
58219	1	Invoice	ASTRA ANNUAL BILLING (10/1/24-9/30/25)	10/01/2024	1,680.00	04/25	100-24-36-5480-299
Total 58219:					1,680.00		
Total ASTRA SE	CUR	RITY (6495):			7,136.00		
/.some MOWING (7 001226) Invoice	SMMID LEAF BLOWING & WATERING	10/01/2024	1,375.00	04/25	260-23-36-5393-299
Total 001226:					1,375.00		
Total AW.some I	MOM	/ING (7280):			1,375.00		
		/IIVO (7200).					
YERS, KELLY (8054 090324	1	Invoice	ENERGY EFFICIENCY REBATE	09/03/2024		04/25	601-23-36-5930-979
090324	2	Invoice	CB EE REBATE - A/C	09/03/2024		04/25	601-23-53-5930-979
Total 090324:					125.00		
Total AYERS, KI	ELLY	′ (8054):			125.00		
0976116930		3466) Invoice	GAS UTILITY/LINE DEPT	10/10/2024	35.84	04/25	601-23-51-5566-234
Total 097611693	30 10	/10/24:			35.84		
5978424719	1	Invoice	GAS UTILITY/WATER PLANT	10/10/2024	39.94	04/25	602-23-61-5642-234
Total 59784247					39.94		
	- 10						

CITY OF WEBSTER CITY

			Input Dates. 10/0/2				
Invoice	Seq	Туре	Description	Invoice Date	Total Cost	Period	GL Account
6506969580	1	Invoice	GAS UTILITY/WATER PLANT	10/10/2024	35.26	04/25	602-23-61-5642-234
Total 65069695	80 10)/10/24:			35.26		
Total BLACK H	ILLS	ENERGY (3	466):		111.04		
MGAARS (5165)			NUTO DOLTOWA OUT DO	0.4/40/0004	4.55	04/05	004 00 00 5040 044
62114827		Invoice	NUTS/BOLTS/WASHERS	04/12/2024		04/25	204-23-30-5310-314
Total 62114827	:				1.55		
62126978	1	Invoice	LIME OUT/RUST REMOVER	05/09/2024	37.06	04/25	100-21-22-5140-318
Total 62126978	:				37.06		
62143278	1	Invoice	DOOR PULLS	06/12/2024	20.77	04/25	204-23-30-5310-314
Total 62143278	:				20.77		
62184396	1	Invoice	SHOP SUPPLIES	10/01/2024	18.33	04/25	601-23-52-5588-318
Total 62184396	:				18.33		
62185691	1	Invoice	BALL VALVES/PIPE WRENCH/SCREWDRIVE	10/04/2024	113.93	04/25	602-23-62-5662-311
Total 62185691	:				113.93		
62186702	1	Invoice	BUILDING SUPPLIES/CITY HALL	10/07/2024	27.98	04/25	100-24-36-5480-318
Total 62186702	:				27.98		
62186891	1	Invoice	BULK BOLTS	10/07/2024	8.00	04/25	204-23-30-5310-314
Total 62186891	:				8.00		
62187024	1	Invoice	REPLACEMENT PART FOR BIG SAW	10/08/2024	9.99	04/25	204-23-30-5310-311
Total 62187024	:				9.99		
62187025	1	Invoice	RETURN PARTS FOR VAC	10/08/2024	49.96-	04/25	204-23-30-5310-314
Total 62187025	:				49.96-		
62187388	1	Invoice	SCREW HOOK	10/09/2024	1.99	04/25	100-22-42-5210-318
Total 62187388	:				1.99		
62187441	1	Invoice	DRILL BITS/BOLTS FOR PARK BENCH	10/09/2024	37.35	04/25	204-23-30-5310-311
Total 62187441	:				37.35		
62189200	1	Invoice	HOODED SWEATSHIRTS	10/14/2024	119.98	04/25	204-23-30-5310-130
Total 62189200	:				119.98		
Total BOMGAA	RS (5	5165):			346.97		

CITY OF W	'EBSTEF	R CITY		Invoice Register - Webster City Input Dates: 10/8/2024 - 10/21/2024					Page: 8 Oct 18, 2024 03:13PM
Inv	voice	Seq	Туре	Description	Invoice Date	Total Cost	Period	GL Account	
BORDER S	STATES I	INDUSTI	RIES INC (109)						

_	Invoice	Seq	Туре	Description	Invoice Date	Total Cost	Period	GL Account
BORD	ER STATES II	NDUS1	RIES INC (109)				
	929145690		Invoice	5/8 SPRING WASHERS (QTY 350)	09/30/2024	1,651.55	04/25	601-23-52-5588-318
	T-+-1 0004 4F0	00.				4.054.55		
	Total 9291456	90:				1,651.55 ———		
	929204475	1	Invoice	159 CRIMPON & FIGERGLASS TERMINATION	10/09/2024	2,263.61	04/25	601-23-52-5588-318
	Total 9292044	75:				2,263.61		
-	Total BORDEF	R STAT	ES INDUST	RIES INC (109):		3,915.16		
BSN S	927120975		Invoice	YOUTH GIRLS BASKETBALLS	10/01/2024	557.25	04/25	100-22-42-5222-318
	027 120070	•	mvoico	100 TH GINES BY GINE 15 NEED	10/01/2021		0 1/20	100 22 12 0222 010
	Total 9271209	75:				557.25		
	027120076	1	Invoice	TACHIKADA SVAMI VOLLEVILITE	10/01/2024	107.04	04/25	100 22 42 5222 240
	927120976	I	Invoice	TACHIKARA SVMN VOLLEY-LITE	10/01/2024	197.94	U 4 /20	100-22-42-5233-318
	Total 9271209	76:				197.94		
	Total DON OC	ODTO	110 (405)			755 10		
	Total BSN SP0	JKIS,	LLC (125):			755.19		
CAPIT	AL SANITARY	Y SUPF	PLY (6096)					
	C394716	1	Invoice	CUSTODIAL SUPPLIES/CITY HALL	10/02/2024	298.53	04/25	100-24-36-5480-318
-	Total C394716	: -				298.53		
	10101 00047 10	,.						
	C394716A	1	Invoice	CUSTODIAL SUPPLIES/CITY HALL	10/09/2024	32.48	04/25	100-24-36-5480-318
	Total C394716	٠٨٠				32.48		
	10tal 03947 10	A.						
	C394787	1	Invoice	PAD RETAINER	10/02/2024	26.18	04/25	100-22-42-5233-314
	Total C394787	,.				26.40		
	10tal 0394767	•				26.18		
	C394911	1	Invoice	MISC SUPPLIES/FULLER HALL	10/02/2024	145.46	04/25	100-22-42-5233-318
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-	Total CAPITAL	SANI	TARY SUPP	LY (6096):		720.68		
	SERVICES (1	-	Invoice	FALL ELEC DIST WORKSHOP EXP/CASEY &	10/01/2024	GEO EO	04/25	601 23 52 5026 221
	0000 10/01/2		Invoice Invoice	FUEL CLOUD SUBSCRIPTION	10/01/2024 10/01/2024	650.56 1.36	04/25	601-23-52-5926-231 100-24-12-5430-315
	0000 10/01/2		Invoice	FUEL CLOUD SUBSCRIPTION FUEL CLOUD SUBSCRIPTION	10/01/2024		04/25	100-24-12-5430-315
	0000 10/01/2		Invoice	FUEL CLOUD SUBSCRIPTION FUEL CLOUD SUBSCRIPTION	10/01/2024		04/25	100-21-16-5190-315
	0000 10/01/2		Invoice	FUEL CLOUD SUBSCRIPTION FUEL CLOUD SUBSCRIPTION	10/01/2024		04/25	100-24-14-5435-315
	0000 10/01/2		Invoice	FUEL CLOUD SUBSCRIPTION FUEL CLOUD SUBSCRIPTION	10/01/2024		04/25	601-23-52-5935-315
	0000 10/01/2		Invoice	FUEL CLOUD SUBSCRIPTION FUEL CLOUD SUBSCRIPTION	10/01/2024		04/25	601-23-80-5935-315
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	0000 10/01/2		Invoice	FUEL CLOUD SUBSCRIPTION FUEL CLOUD SUBSCRIPTION	10/01/2024		04/25	100-21-21-5110-315
	0000 10/01/2		Invoice	FUEL CLOUD SUBSCRIPTION FUEL CLOUD SUBSCRIPTION	10/01/2024		04/25	100-21-21-5110-315
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CITY OF WEBSTER CITY	Invoice Register - Webster City	Page: 9	
	Input Dates: 10/8/2024 - 10/21/2024	Oct 18, 2024 03:13PM	

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0346 10/01/2								
Total 0346 10/01/24: 629.00 6555 10/01/2	Total 0338 10/	/01/24:				910.99		
6555 10/01/2 1 Invoice REPL PARTS FOR CHIEF'S DUTY PISTOL 10/01/2024 281.32 04/25 100-21-21-5110-318 6555 10/01/2 2 Invoice MEAL EXPENSE-MORK 10/01/2024 15.08 04/25 100-21-21-5110-231	0346 10/01/2	1	Invoice	APA MEMBERSHIPS	10/01/2024	629.00	04/25	100-24-18-5470-215
6555 10/01/2 2 Invoice MEAL EXPENSE-MORK 10/01/2024 15.08 04/25 100-21-21-5110-231	Total 0346 10/	/01/24:				629.00		
6555 10/01/2 2 Invoice MEAL EXPENSE-MORK 10/01/2024 15.08 04/25 100-21-21-5110-231	6555 10/01/2	1	Invoice	REPL PARTS FOR CHIEF'S DUITY PISTOL	10/01/2024	281 32	04/25	100-21-21-5110-319
0000 10/0 //2 0 11/0/000 17/1/1/1/1/0 17/0/0/01 WI OLAOOTWICHY 10/01/2024 10.00 04/20 100-21-21-0110-201								
	0000 10/01/2	3	HIVOICE	TANAMINO I AGGIOFINI GLAGG-MIORK	10/01/2024	15.00	04/20	100-21-21-0110-231

	Invoice	Seq	Туре	Description	Invoice Date	Total Cost	Period	GL Account
	Total 6555 10/01	/24:				311.40		
	Total CARD SEF	RVICE	S (140):			6,685.60		
CAST	122.0346.01		, LLC (689 Invoice	OO) CONSTRUCTION - FAIR MEADOW DR PHAS	10/09/2024	317,407.09	04/25	540-23-30-5310-299
	Total 122.0346.0	1A #6	5:			317,407.09		
	Total CASTOR C	CONS	TRUCTIO	N, LLC (6890):		317,407.09		
CENT	TRAL IOWA DIST	RIBU	ITING, INC	: (153)				
	01013572	1	Invoice	JANITORIAL SUPPLIES	10/01/2024	367.00	04/25	603-23-70-5642-318
	Total 01013572:					367.00		
	Total CENTRAL	IOWA	DISTRIBU	JTING, INC (153):		367.00		
CENT	TURY LINK (4614 100124		Invoice	ALARM CIRCUIT LINE	10/01/2024	148.00	04/25	100-21-22-5140-230
	Total 100124:					148.00		
	Total CENTURY	LINK	(4614):			148.00		
CHAF	RLSON EXCAVA	TING	CO., INC.	(7741)				
	24-248	1	Invoice	ROCK FOR WATERMAIN REPAIRS	09/30/2024	4,997.54	04/25	602-23-62-5662-318
	Total 24-248:					4,997.54		
	Total CHARLSO	N EX	CAVATING	G CO., INC. (7741):		4,997.54		
COLU	JMN SOFTWARE D1EC1C38-0		(7826) Invoice	ORD 2024-1875 INTL PROP MAINT CODE	09/09/2024	123.11	04/25	100-21-18-5190-210
	Total D1EC1C38	3-0096	3:			123.11		
	D1EC1C38-0	1	Invoice	PH NOTICE - MINOR MATERIALS 10/04/24	09/26/2024	40.05	04/25	612-23-52-5588-299
	Total D1EC1C38	3-0097	7 :			40.05		
	D1EC1C38-0	1	Invoice	PH NOTICE - GAS FRANCHISE ORDINANCE	10/08/2024	61.50	04/25	100-24-30-5380-210
	Total D1EC1C38	3-0098	3:			61.50		
	D1EC1C38-0	1	Invoice	PH NOTICE - DISP OF INT/GAS DIST SYS-BL	10/08/2024	47.75	04/25	100-24-30-5380-210
	Total D1EC1C38	3-0099	9:			47.75		
	Total COLUMN S	SOFT	WARE PB	C (7826):		272.41		
сом	BINED SYSTEM			-				
	168251	1	Invoice	2024 MICROSOFT OFFICE FOR GETAC LAPT	10/15/2024	536.68	04/25	100-41-16-5420-513
	Total 168251:					536.68		

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Invoice 5	Seq ———	Туре	Description —	Invoice Date	Total Cost	Period	GL Account
Total COMBINED	D SYS	TEMS TE	CH, INC. (4548):		536.68		
ORN BELT POWER	СООР	, INC. (19	7)				
17130		nvoice	TAPE READINGS AND REPORTS	10/11/2024	40.00	04/25	601-23-51-5566-299
Total 17130:					40.00		
Total CORN BEL	T POV	VER COC	DP, INC. (197):		40.00		
CTI READY MIX, INC.	(7 5 19)						
123535		nvoice	CONCRETE - 1ST AND WILLSON	10/04/2024	277.00	04/25	204-23-30-5330-318
Total 123535:					277.00		
Total CTI READ	Y MIX,	INC. (751	18):		277.00		
CTS LANGUAGE LINI 281369	-	3) nvoice	TELE LANGUAGE TRANSLATION/PD	10/01/2024	560.05	04/25	100-21-21-5110-225
Total 281369:					560.05		
Total CTS LANG	UAGE	LINK (63	23):		560.05		
		(,				
CULLIGAN FORT DO	•	•					
093024	1 Ir	nvoice	AIRPORT-SOFT WATER SERVICE	09/30/2024	148.26	04/25	205-23-45-5372-299
Total 093024:					148.26		
Total CULLIGAN	I FORT	DODGE	(207):		148.26		
DAHTrainer, INC (805	5)						
100924	-	nvoice	LEADERSHIP TRAINING	10/09/2024	105.26	04/25	100-21-21-5180-23
100924	2 Ir	nvoice	LEADERSHIP TRAINING	10/09/2024	549.70	04/25	100-21-21-5110-231
100924	ıl E	nvoice	LEADERSHIP TRAINING	10/09/2024	105.26	04/25	100-21-18-5190-23
100924	4 Ir	nvoice	LEADERSHIP TRAINING	10/09/2024	210.52	04/25	100-24-12-5430-23
100924	5 Ir	nvoice	LEADERSHIP TRAINING	10/09/2024	1,204.66	04/25	100-21-22-5140-23
100924	6 Ir	nvoice	LEADERSHIP TRAINING	10/09/2024	654.96	04/25	100-22-42-5210-23
100924		nvoice	LEADERSHIP TRAINING	10/09/2024	654.96		100-24-14-5435-23
100924		rvoice	LEADERSHIP TRAINING	10/09/2024	1,204.76		601-23-52-5926-23
100924			LEADERSHIP TRAINING	10/09/2024		04/25	603-23-70-5926-23
		nvoice					
100924		nvoice	LEADERSHIP TRAINING	10/09/2024		04/25	602-23-61-5926-23
100924 100924		nvoice	LEADERSHIP TRAINING LEADERSHIP TRAINING	10/09/2024 10/09/2024	549.70 654.96		100-24-30-5380-23
	12 11	nvoice	LEADERSHIP TRAINING	10/09/2024	654.96	04/25	204-23-30-5310-23
Total 100924:					6,000.00		
101124	1 Ir	nvoice	LEADERSHIP TRAINING	10/11/2024	105.26	04/25	100-21-21-5180-23
101124	2 Ir	nvoice	LEADERSHIP TRAINING	10/11/2024	105.26	04/25	100-21-21-5110-231
101124	ıl E	nvoice	LEADERSHIP TRAINING	10/11/2024	105.26	04/25	100-21-18-5190-23
101124	4 Ir	rvoice	LEADERSHIP TRAINING	10/11/2024	210.52	04/25	100-24-12-5430-23
101124		nvoice	LEADERSHIP TRAINING	10/11/2024	315.78		100-21-22-5140-23
101124		nvoice	LEADERSHIP TRAINING	10/11/2024	210.52		100-21-22-5140-26
101124		rvoice	LEADERSHIP TRAINING	10/11/2024	210.52		100-22-42-32 10-23
101124		nvoice	LEADERSHIP TRAINING	10/11/2024	315.84		601-23-52-5926-23
101124		nvoice	LEADERSHIP TRAINING	10/11/2024		04/25	603-23-70-5926-23
101124	10 Ir	rvoice	LEADERSHIP TRAINING	10/11/2024		04/25	602-23-61-5926-23
			LEADEDCLIID TRAINING	10/11/2024	105.26	04/25	100-24-30-5380-23
101124	11 Ir	ivoice	LEADERSHIP TRAINING	10/11/2024	100.20	0 1/20	100 21 00 0000 20

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			Input Dates: 10/8/20	724 - 10/21/202-	•			Oct 18, 2024
Invoice	Seq	Туре	Description	Invoice Date	Total Cost	Period	GL Account	_
Total 101124:					2,000.00			
Total DAHTra	iner, IN	C (8055):			8,000.00			
AKOTA SUPPLY	SROUE	(3498)						
S104130628. S104130628. S104130628.	1 2	Invoice Invoice Invoice	RED REFLECTIVE POLE W/HYDRANT SYMB ADJ RINGS ADJ RINGS	10/08/2024 10/08/2024 10/08/2024	28.15 390.88 390.88		602-23-62-5662-318 603-23-71-5662-318 204-23-30-5330-318	
Total S104130			/ IDO THINGS	10,00,2021	809.91	0 1/20	201 20 00 0000 010	
Total DAKOTA			(3498):		809.91			
			,					
DM8606429		(227) Invoice	SUBSCRIPTION 09/29/24-03/31/25	09/29/2024	243.10	04/25	100-24-12-5430-215	
Total DM8606	429 09	/29/24:			243.10			
Total DES MC	INES F	REGISTER (227):		243.10			
270343489		7987) Invoice	TRAFFIC/ACRYLIC PAINT	09/04/2024	344.68	04/25	204-21-30-5120-318	
Total 2703434	189:				344.68			
Total DIAMON	1D VO	GEL -270- (79	987):		344.68			
OOLITTLE OIL C	OMPAN	IY, INC. (243)					
86548		Invoice	FUEL- FIRE DEPT	10/08/2024	47.50	04/25	100-21-22-5140-315	
Total 86548:					47.50			
Total DOOLIT	TLE OI	L COMPANY	', INC. (243):		47.50			
RAEGER, ROBIN 080624 080624	1	Invoice Invoice	ENERGY EFFICIENCY REBATE CB EE RESIDENTIAL REBATE	08/06/2024 08/06/2024		04/25 04/25	601-23-36-5930-979 601-23-53-5930-979	
Total 080624:					125.00			
Total DRAEG	ER, RO	BIN (8056):			125.00			
CHO GROUP, INC S010745927.) Invoice	SW SIDE SCREW-CREDIT MEMO	08/30/2024	39.09-	04/25	601-23-52-5588-318	
Total S01074					39.09-			
S010745927.		Invoice	SW SIDE SCREW	08/30/2024		04/25	601-23-52-5588-318	
Total S01074	5927.00	06:			39.09			
S010798664.		Invoice	SW SIDE SCREW-CREDIT MEMO	08/30/2024		04/25	601-23-52-5588-318	
	8664 OC	01:			39.09-			
Total S010798	3004.00							

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Invoice 5	Seq	Туре	Description	Invoice Date	Total Cost	Period	GL Account
Total S01083948	6.003:				713.44		
Total ECHO GRO	DUP, IN	IC. (6306)	:		674.35		
	0)/O==		_				
000044616 000044616	1 In	EMS (470 voice voice	7) HEALTH/DENTAL/VISION PREMIUM HEALTH/DENTAL/VISION PREMIUM	10/07/2024 10/07/2024	111,979.59 14,676.00		902-11215 902-11100
Total 000044616	:				126,655.59		
Total EMPLOYE	E BENI	EFIT SYS	TEMS (4707):		126,655.59		
FASTENAL COMPANY	-) voice	SUPPLIES/CITY-WIDE TREE REMOVAL-BRU	10/01/2024	309.45	04/25	204-23-30-5310-312
Total IAFTD2677	'59:				309.45		
Total FASTENAL	. COMF	PANY (350	9):		309.45		
FOX, JUDY (8057)							
1212880213	1 In	voice	CUSTOMER DEPOSIT REFUND	10/04/2024	25.84	04/25	601-21011
Total 121288021	3:				25.84		
Total FOX, JUDY	′ (8057):			25.84		
GALLS, LLC - DBA CA	ARPEN	TER UNIF	FORM (331)				
029113838		voice	APEX PANT/#681	09/19/2024	180.00	04/25	100-21-21-5110-312
Total 029113838	:				180.00		
029167724	1 In	voice	STRYKE PANT/BELT-#628	09/25/2024	500.99	04/25	100-21-21-5110-312
Total 029167724	:				500.99		
Total GALLS, LL	C - DB	A CARPE	NTER UNIFORM (331):		680.99		
GORDON FLESCH CO	OMPAN	IY (6978)					
IN14873225 IN14873225 IN14873225 IN14873225 IN14873225	1 In 2 In 3 In 4 In	voice voice voice voice voice	C5550i-PRINTER/COPIER-MGR'S OFFICE C5550i-PRINTER/COPIER-MGR'S OFFICE C5550i-PRINTER/COPIER-MGR'S OFFICE C5550i-PRINTER/COPIER-MGR'S OFFICE C5550i-PRINTER/COPIER-MGR'S OFFICE	10/06/2024 10/06/2024 10/06/2024 10/06/2024 10/06/2024	65.67 21.89 21.89	04/25 04/25 04/25 04/25 04/25	100-24-12-5430-225 100-24-14-5435-225 100-24-30-5380-225 100-21-18-5190-225 100-24-18-5470-225
Total IN1487322	5:				197.00		
Total GORDON I	FLESC	Н СОМРА	NY (6978):		197.00		
HAWKEYE WEST PES	ST CO	NTROI (7º	345)				
68524		voice	PEST CONTROL STREET DEPT	10/14/2024	90.00	04/25	100-23-30-5310-318
Total 68524:					90.00		
Total HAWKEYE	WEST	PEST CO	ONTROL (7345):		90.00		
HDH ADVISORS LLC 125613		voice	GAS FRANCHISE ANALYSIS	09/30/2024	1,875.00	04/25	100-23-43-5360-212

			<u>'</u>	2024 - 10/21/2024			
Invoice :	Seq	Туре	Description	Invoice Date	Total Cost	Period	GL Account
Total 125613:					1,875.00		
Total HDH ADVI	SORS	LLC (8058	3):		1,875.00		
HIVIS SUPPLY (7482) 534892A	1 Ir	nvoice	HIVIS CLOTHING	10/04/2024	125.64	04/25	204-23-30-5310-130
Total 534892A:					125.64		
Total HIVIS SUP	PLY (7	482):			125.64		
HOUGE, CLINT (3265 101424 101424	1 Ir	nvoice nvoice	MILEAGE EXP REIMBURSEMENT/SNIPER S REIMB PURCHASE OF DEPARTMENT SLING	10/14/2024 10/14/2024	281.45 24.06	04/25 04/25	100-21-21-5110-231 100-21-21-5110-318
Total 101424:					305.51		
Total HOUGE, C	LINT (3265):			305.51		
IYDRO KLEAN, INC. 091054		nvoice	CLEAN/TELEVISE SANITARY SEWER	09/30/2024	8,377.38	04/25	603-23-71-5673-229
Total 091054:					8,377.38		
Total HYDRO KI	EAN,	NC. (422)):		8,377.38		
Y-VEE ACOUNTS R 100724		ABLE (42	4) REMAINING LIGHTING REBATE	10/07/2024	9,030.00	04/25	601-23-53-5588-212
Total 100724:					9,030.00		
430212	1 lr	nvoice	TRAINING SUPPLIES	10/10/2024	20.63	04/25	100-24-12-5430-231
Total 430212:					20.63		
490474	1 Ir	nvoice	TRAINING SUPPLIES	10/08/2024	105.97	04/25	100-24-12-5430-231
Total 490474:					105.97		
Total HY-VEE AC	COUNT	S RECEI	VABLE (424):		9,156.60		
OWA COMMUNICATI 707712 707712	1 Ir	IETWORK nvoice nvoice	((7419) ICN CONNECTION FEES FOR ALL CITY RAD ICN CONNECTION FEES FOR ALL CITY RAD		180.80 45.20	04/25 04/25	100-24-16-5420-299 204-24-16-5930-299
Total 707712:					226.00		
Total IOWA COM	MUNI	CATIONS	NETWORK (7419):		226.00		
WA LAW ENFORCE	MENT	ACADEN	/IY (480)				
327703 327703		nvoice nvoice	SNIPER/OBSERVER RIFLE COURSE/HOUGE APPLY CREDIT MEMO CR10009418	10/02/2024 10/02/2024	375.00 100.00-		100-21-21-5110-231 100-21-21-5110-231
Total 327703:					275.00		

Invoice	Seq	Туре	Description	Invoice Date	Total Cost	Period	GL Account
IOWA ONE CALL (48	5)						
265857		Invoice	ONE CALL SERVICES	10/08/2024		04/25	601-23-52-5930-299
265857		Invoice	ONE CALL SERVICES	10/08/2024		04/25	602-23-62-5662-299
265857	3	Invoice	ONE CALL SERVICES	10/08/2024	32.90	04/25	603-23-71-5662-299
Total 265857:					125.70		
Total IOWA ONE	CA	LL (485):			125.70		
APUNTICH, STEPH							
091024		Invoice	ENERGY EFFICIENCY REBATE	09/10/2024	125.00		601-23-36-5930-979
091024	2	Invoice	CB EE REBATE - AIR CONDITIONING	09/10/2024	100.00	04/25	601-23-53-5930-979
Total 091024:					225.00		
Total JAPUNTIC	H, S	TEPHAN (8	3059):		225.00		
OHNSON, SIDNEY (-					
1212790314	1	Invoice	CUSTOMER DEPOSIT REFUND	09/30/2024	231.85	04/25	601-21011
Total 12127903	4:				231.85		
Total JOHNSON	, SIE	ONEY (8060) :		231.85		
DESTNER, BERNIT	A (QC	164)					
090324		Invoice	ENERGY EFFICIENCY REBATE	09/03/2024	125.00	04/25	601-23-36-5930-979
090324		Invoice	CB EE REBATE/AIR CONDITIONER	09/03/2024	100.00		601-23-53-5930-979
Total 090324:					225.00		
Total KOESTNE	R, B	ERNITA (80	61):		225.00		
MDEDTILLABER	EC 4						
MPERT LUMBER (2785816		Invoice	SPEC MIX MASONRY MORTAR	10/02/2024	20.08	04/25	204-23-30-5310-318
2700010		invoice	SPEC MIX MASONRY MORTAR	10/02/2024		04/25	204-23-30-3310-316
Total 2785816:					20.98		
2788626	1	Invoice	ARCHFORM CONCRETE EDGE FORM	10/03/2024	47.42	04/25	204-23-30-5330-318
Total 2788626:					47.42		
2788902	1	Invoice	LUMBER FOR OPEN HOUSE/FIRE DEPT	10/03/2024	76.44	04/25	100-21-22-5140-318
Total 2788902:					76.44		
2810563	1	Invoice	BLACK JACK	10/14/2024	12.99	04/25	603-23-71-5662-318
Total 2810563:					12.99		
	LLIM	IBER (564):			157.83		
Total I AMPERT		15211 (001)					
Total LAMPERT							
MARTINEZ, FERNAN		-	CUSTOMED DEPOSIT DEFUND	10/04/0004	405.05	0.410c	
		8062) Invoice	CUSTOMER DEPOSIT REFUND	10/04/2024	185.65	04/25	601-21011
IARTINEZ, FERNAN	1	-	CUSTOMER DEPOSIT REFUND	10/04/2024	185.65	04/25	601-21011
MARTINEZ, FERNAN 315020017	1 ':	Invoice		10/04/2024		04/25	601-21011

Invoice Seq Ty	pe Description	Invoice Date	Total Cost	Period	GL Account
					-
MATTHEW'S PLUMBING & BAC 1026-6374+ 1 Invoice		P 07/30/2024	2,215.31	04/25	100-22-42-5222-226
Total 1026-6374+:			2,215.31		
Total MATTHEW'S PLUMB	NG & BACKHOE SVC, LLC (2759):		2,215.31		
MC VICKER, IRA (3128)					
070524 1 Invoid	e ENERGY EFFICIENCY REBATE	07/05/2024	150.00	04/25	601-23-36-5930-979
070524 2 Invoid				04/25	601-23-53-5930-979
070524 3 Invoid	e CB EE RESIDENTIAL REBATE/WASHER	07/05/2024	50.00	04/25	601-23-53-5930-979
Total 070524:			225.00		
Total MC VICKER, IRA (312	28):		225.00		
MEDINA, VICTOR OCAMPO (80	63)				
1433237431 1 Invoice	•	10/03/2024	111.00	04/25	601-21011
Total 1433237431:			111.00		
Total MEDINA, VICTOR OC	CAMPO (8063):		111.00		
MENARDS (622)					
18776 1 Invoice	ee 6G BLK 500' FOR STREET LIGHTS	09/27/2024	469.00	04/25	601-23-51-5566-321
18776 2 Invoid		09/27/2024		04/25	601-23-51-5566-318
18776 3 Invoid	e GFCI/BLANK COVERS FOR STOCK	09/27/2024	20.79	04/25	601-23-52-5588-318
Total 18776:			497.53		
3034 1 Invoid	REBATE #3034 - LINE DEPARTMENT PURCI	H 08/29/2024	15.10-	04/25	601-23-52-5588-318
Total 3034:			15.10-		
3035 1 Invoid	e REBATE #3035 - LINE DEPARTMENT PURCI	H 08/29/2024	86 13	04/25	601-23-52-5588-318
3035 1 Invoic				04/25	601-23-52-5591-226
3035 3 Invoid				04/25	601-23-52-5591-226
Total 3035:			128.37-		
3039 1 Invoic	e REBATE #3039 - WWTP PURCHASE	10/03/2024	6.90-	04/25	603-23-70-5642-318
Total 3039:			6.90-		
3040 1 Invoic	e REBATE #3040 - FULLER HALL PURCHASE	10/03/2024	10.00-	04/25	100-22-42-5233-318
Total 3040:			10.00-		
Total MENARDS (622):			337.16		
MISSISSIPPI LIME COMPANY (6 1750242 1 Invoice		10/03/2024	7,791.86	04/25	602-23-61-5641-318
Total 1750242:			7,791.86		
Total MISSISSIPPI LIME Co	OMPANY (652):		7,791.86		

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Invoice Seq Type	Description	Invoice Date	Total Cost	Period	GL Account
UNICIPAL SUPPLY, INC. (672) 0922841-IN 1 Invoice	AMI - ELECTRIC MATERIALS	10/08/2024	6,777.60	04/25	615-23-52-5586-299
Total 0922841-IN:			6,777.60		
Total MUNICIPAL SUPPLY, INC.	(672):		6,777.60		
PA AUTO PARTS (677)					
974201 1 Invoice	FLAT WASHERS	10/30/2023	9.31	04/25	204-23-30-5310-314
Total 974201:			9.31		
975235 1 Invoice	HYD HOSE FITTINGS/8MXTXREEL	11/17/2023	231.01	04/25	204-23-30-5310-314
Total 975235:			231.01		
977400 1 Invoice	CREDIT - CORE DEPOSIT	01/03/2024	86.42-	04/25	204-23-30-5310-314
Total 977400:			86.42-		
981407 1 Invoice	RADIAL SEAL/AIR FILTER	03/14/2024	53.91	04/25	204-23-30-5310-314
Total 981407:			53.91		
985248 1 Invoice	AIR FILTER - RETURN	05/20/2024	41.99-	04/25	204-23-30-5310-314
Total 985248:			41.99-		
993088 1 Invoice	PINTLE HOOK/TRAILER (QTY 2)	10/07/2024	251.98	04/25	204-23-30-5310-314
Fotal 993088:	, ,		251.98		
Total NAPA AUTO PARTS (677):			417.80		
EN, TIM (8064) 101424 1 Invoice	ELECTRIC REFUND	10/14/2024	202.39	04/25	601-23-80-5903-980
Total 101424:			202.39		
112000008 1 Invoice	CUSTOMER DEPOSIT REFUND	10/07/2024	20.11	04/25	601-21011
Total 112000008:			20.11		
Total OLSEN, TIM (8064):			222.50		
SOURCE (7527)					
2022163360 1 Invoice	BACKGROUND CHECK	10/01/2024	22.00	04/25	100-24-30-5380-299
Total 2022163360:			22.00		
Total ONE SOURCE (7527):			22.00		
ERHEAD DOOR COMPANY (732) 64711 1 Invoice	REPAIR OVERHEAD DOOR #7	10/04/2024	540.55	04/25	204-23-30-5310-310
Total 64711:			540.55		

Input Dates: 10/8/2024 - 10/21/2024											
_	Invoice	Seq	Туре	Description	Invoice Date	Total Cost	Period	GL Account	_		
-	Total OVERHEA	D DOO	OR COMP	ANY (732):		540.55					
DED M	AAD CECUDITY	CEDV	ICES (202	05)							
PERIV	3423072		rvoice	SECURITY ALARM SERVICE/KYP	10/08/2024	873.24	04/25	100-22-42-5242-299			
-	Total 3423072:					873.24					
-	Total PER MAR	SECUI	RITY SER	VICES (2835):		873.24					
DI ACT	TIC RECYCLING	~//OW/		INC (7204)							
FLAS	0146725-IN		nvoice	PERMANENT MOUNT HARDWARE	10/04/2024	39 94	04/25	100-22-42-5210-318			
_					. 670 11202 1		0 ./20	.00 12 12 02 10 0 10			
	Total 0146725-IN	N:				39.94					
-	Total PLASTIC F	RECYC	LING/IOV	VA FALLS, INC (7291):		39.94					
PLATII	NUM CONNECT										
	1028692		nvoice	TELEPHONE SERVICE	10/01/2024		04/25	100-24-12-5430-230			
	1028692		rvoice	TELEPHONE SERVICE	10/01/2024		04/25	100-24-14-5435-230			
	1028692		rvoice	TELEPHONE SERVICE	10/01/2024		04/25	100-24-30-5380-230			
	1028692	4 lı	rvoice	TELEPHONE SERVICE	10/01/2024		04/25	100-23-42-5371-230			
	1028692	5 li	rvoice	TELEPHONE SERVICE	10/01/2024		04/25	601-23-52-5588-230			
	1028692	6 li	rvoice	TELEPHONE SERVICE	10/01/2024	45.05	04/25	100-22-42-5233-230			
	1028692	7 lı	rvoice	TELEPHONE SERVICE	10/01/2024	45.05	04/25	204-23-30-5310-230			
	1028692	8 lı	nvoice	TELEPHONE SERVICE	10/01/2024	45.05	04/25	603-23-70-5642-230			
	1028692	9 li	nvoice	TELEPHONE SERVICE	10/01/2024	45.05	04/25	602-23-61-5642-230			
	1028692	10 lı	nvoice	TELEPHONE SERVICE	10/01/2024	18.85	04/25	100-21-22-5140-230			
	1028692	11 lı	nvoice	TELEPHONE SERVICE	10/01/2024	144.77	04/25	100-21-21-5110-230			
-	Total 1028692:					569.12					
-	Total PLATINUM	I CONI	NECT, LLC	C. (7663):		569.12					
DD 41D	NE ENERGY 66		ATD/E /5/	•••							
	RIE ENERGY CO		•	•	40/00/0004	047.05	04/05	005 00 45 5070 007			
2	22685 10/08/	1 li	nvoice	AIRPORT ELECTRICITY/FIVE METERS	10/08/2024	617.95	04/25	205-23-45-5372-237			
-	Total 22685 10/0	08/24:				617.95					
-	Total PRAIRIE E	NERG	Y COOPE	ERATIVE (768):		617.95					
O	110 (7000)										
QUILL	40738389	1 lı	nvoice	COPY PAPER	09/24/2024	248.94	04/25	100-24-12-5430-316			
-	Total 40738389:					248.94					
-	Total QUILL LLC	(7936):			248.94					
			,								
RADA	R ROAD TEC (8	-									
	7055	1 li	rvoice	RADAR CERTIFICATIONS/LED READOUT-#19	10/03/2024	360.00	04/25	100-21-21-5110-227			
-	Total 7055:					360.00					
-	Total RADAR RO	DAD TI	EC (8065)	:		360.00					
RELIA	40033260		PLUMBII nvoice	NG (6716) REPLACE LEAKING A-COIL/WWTP	09/27/2024	2,549.02	04/25	603-23-70-5653-299			

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Input Dates: 10/8/2024 - 10/21/2024	Oct 18, 2024 03:13PI

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Invoice S	Seq	Туре	Description	Invoice Date	Total Cost	Period	GL Account	_
Total 40033260:					2,549.02			
Total RELIABLE	1 HEAT	ING / AC	/ PLUMBING (6716):		2,549.02			
94092135	(7669) 1 In	oice/	CITY CODE INSPECTION/1515 OVERPASS D	09/30/2024	150.00	04/25	100-21-18-5190-212	
Total 04092135:					150.00			
Total SAFE BUIL	.DING L	LC (766	9):		150.00			
SECRETARY OF STAT 100924	ΓΕ (261) 1 In		NOTARY FEE/GAFKJEN	10/09/2024	30.00	04/25	100-21-21-5110-215	
Total 100924:					30.00			
Total SECRETAR	RY OF S	STATE (2	610):		30.00			
SNETHEN, JOSEPH (4101)							
062124+	1 In	oice/	REISSUE CHECK FOR EE REBATE NEVER R	06/21/2024	50.00	04/25	601-23-36-5930-979	
Total 062124+:					50.00			
Total SNETHEN,	JOSEF	PH (4101):		50.00			
SNYDER & ASSOCIA 124.0071.01	TES (29		ON-CALL ENGINEERING SVC 2024 WWTP	09/30/2024	9,344.90	04/25	603-23-70-5652-860	
Total 124.0071.0	1A-4:				9,344.90			
Total SNYDER &	ASSO	CIATES ((2951):		9,344.90			
STEIN HEATING & CO	OOL ING	INC (5	576)					
17630	1 In		WINTERIZING OUTDOOR POOL	10/02/2024	335.81	04/25	100-22-42-5242-226	
Total 17630:					335.81			
Total STEIN HEA	ATING 8	COOLI	NG, INC. (5576):		335.81			
STOREY KENWORTH PINV120757	I Y (593 7		POLICE RECEIPT BOOKS	10/09/2024	325.37	04/25	100-21-21-5110-316	
Total PINV12075		10.00	TOLIGE NEGEN T BOOKS	10/00/2021	325.37	0 1/20	100 21 21 0110 010	
Total STOREY K		2THV /50	227).		325.37			
IOLAI OTORET IX	LINVO	(1111)	901).					
SUAREZ, JOE (8066) 1212350011	1 In	oice/	CUSTOMER DEPOSIT REFUND	10/03/2024	131.81	04/25	601-21011	
Total 121235001	1:				131.81			
Total SUAREZ, J	IOE (80	66):			131.81			
THE IOWA OUTDOOR	S STO	RE. LLC	(7104)					
10144/1 10144/1	1 In 2 In	voice	4-CYCLE ENGINE OIL OIL FILTER/REPAIR PARTS/COUPLING	10/03/2024 10/03/2024	39.95 290.29	04/25 04/25	100-23-42-5371-315 100-23-42-5371-314	

				/2024 - 10/21/2024	1			Oct 18, 2024 03:13PM
Invoice	Seq	Туре	Description	Invoice Date	Total Cost	Period	GL Account	_
Total 10144/1:					330.24			
10145/1	1	Invoice	PARTS/GRAVELY STARTER ISSUE	10/03/2024	433.40	04/25	100-23-42-5371-226	
Total 10145/1:					433.40			
Total THE IOV	VA OU	TDOORS ST	ORE, LLC (7104):		763.64			
THE MESSENGER	(1247))						
000369		Invoice	STREET & PARKS AD	09/30/2024	240.00	04/25	100-21-30-5120-210	
000369	2	Invoice	STREET & PARKS AD	09/30/2024	240.00	04/25	100-22-42-5210-210	
Total 000369:					480.00			
100424	1	Invoice	1 YR SUBSCRIPTION - CITY MANAGER	10/07/2024	296.40	04/25	100-24-12-5430-215	
Total 100424:					296.40			
Total THE ME	SSEN	GER (1247):			776.40			
THE TRASHMAN, L	1 C (9.	43)						
773-1741	-	Invoice	TRASH SERVICE	09/30/2024	50.00	04/25	100-24-36-5480-236	
773-1741		Invoice	TRASH SERVICE	09/30/2024		04/25	100-22-42-5280-236	
773-1741		Invoice	TRASH SERVICE	09/30/2024		04/25	204-23-30-5310-236	
773-1741		Invoice	TRASH SERVICE	09/30/2024		04/25	100-21-22-5140-236	
773-1741		Invoice	TRASH SERVICE	09/30/2024		04/25	100-22-42-5233-236	
773-1741		Invoice	TRASH SERVICE	09/30/2024		04/25	601-23-52-5588-236	
773-1741						04/25		
773-1741		Invoice	TRASH SERVICE	09/30/2024			603-23-70-5642-236	
		Invoice	TRASH SERVICE	09/30/2024		04/25 04/25	100-22-42-5210-236	
773-1741 773-1741		Invoice Invoice	TRASH SERVICE TRASH SERVICE	09/30/2024 09/30/2024		04/25	602-23-61-5642-236 205-23-45-5372-236	
Total 773-174	1:				500.00			
773-1742	1	Invoice	DROP BOX CHARGES	09/30/2024	88.00	04/25	100-23-30-5340-235	
Total 773-1742	2:				88.00			
773-1743	1	Invoice	CURB RECYCLING - SEPTEMBER 2024	09/30/2024	12,652.50	04/25	100-23-30-5340-235	
Total 773-1743	3:				12,652.50			
Total THE TRA	ASHM	AN, LLC (943	3):		13,240.50			
TOLLE ALITOMOTIV	/= IN	C (2400)						
2747 10/11/2		Invoice	VEHICLE TOWING CHARGES	10/11/2024	240.00	04/25	100-21-21-5110-227	
Total 2747 10/	11/24:				240.00			
2828	1	Invoice	GRAVELY TIRE REPAIR	10/09/2024	30.35	04/25	100-23-42-5371-227	
Total 2828:					30.35			
Total TOLLE A	NOTU	MOTIVE, INC	. (3188):		270.35			
TONY'S TIRE SERV 185408	-	958) Invoice	TIRE REPAIR	09/30/2024	84.02	04/25	204-23-30-5310-227	

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Invoice	Seq	Туре	Description	Invoice Date	Total Cost	Period	GL Account	_
T 405400					0.4.00			
Total 185408:					84.02			
Total TONY'S	TIRE	SERVICE (9	958):		84.02			
UNION PACIFIC RA 0174217		AD (7303) Invoice	LICENSE AUDIT NO. NWF129 - PROJECT# 01	10/08/2024	750.00	04/25	613-23-51-5566-299	
Total 0174217	:				750.00			
Total UNION F	PACIFI	C RAILROA	AD (7303):		750.00			
UNITED COOPERA	TIVE (979)						
12235	1	Invoice	GAS REPORT	09/04/2024	1,644.39	04/25	100-21-21-5110-315	
12235		Invoice	GAS REPORT	09/04/2024		04/25	100-21-22-5140-315	
12235		Invoice	GAS REPORT	09/04/2024	304.89		204-23-30-5310-315	
12235		Invoice	GAS REPORT	09/04/2024		04/25	603-23-70-5935-315	
12235		Invoice	GAS REPORT	09/04/2024		04/25	602-23-61-5935-315	
		Invoice						
12235			GAS REPORT	09/04/2024	285.12		601-23-52-5935-315	
12235		Invoice	GAS REPORT	09/04/2024		04/25	601-23-80-5935-315	
12235		Invoice	GAS REPORT	09/04/2024		04/25	602-23-80-5935-315	
12235		Invoice	GAS REPORT	09/04/2024		04/25	100-22-42-5233-315	
12235	10	Invoice	GAS REPORT	09/04/2024	320.81	04/25	100-22-42-5210-315	
12235	11	Invoice	GAS REPORT	09/04/2024	320.81	04/25	100-23-42-5371-315	
12235	12	Invoice	GAS REPORT	09/04/2024	140.06	04/25	100-24-14-5435-315	
Total 12235:					3,380.30			
12236	1	Invoice	DIESEL REPORT	09/04/2024	156.72	04/25	100-21-22-5140-315	
12236		Invoice	DIESEL REPORT	09/04/2024	1,176.54		204-23-30-5310-315	
12236		Invoice	DIESEL REPORT	09/04/2024	151.09		602-23-61-5935-315	
12236		Invoice	DIESEL REPORT	09/04/2024	718.76		601-23-52-5935-315	
12236		Invoice	DIESEL REPORT	09/04/2024	671.25		100-24-14-5435-315	
Total 12236:					2,874.36			
12311	1	Invoice	GAS REPORT	09/18/2024	1,404.60	04/25	100-21-21-5110-315	
12311	2	Invoice	GAS REPORT	09/18/2024	269.63	04/25	204-23-30-5310-315	
12311		Invoice	GAS REPORT	09/18/2024	123.13	04/25	603-23-70-5935-315	
12311		Invoice	GAS REPORT	09/18/2024		04/25	602-23-61-5935-315	
12311		Invoice	GAS REPORT	09/18/2024		04/25	100-21-18-5190-315	
12311		Invoice	GAS REPORT	09/18/2024	324.62		601-23-52-5935-315	
12311		Invoice	GAS REPORT	09/18/2024		04/25	601-23-80-5935-315	
12311		Invoice	GAS REPORT	09/18/2024		04/25	602-23-80-5935-315	
12311		Invoice	GAS REPORT	09/18/2024		04/25	100-22-42-5233-315	
12311		Invoice	GAS REPORT	09/18/2024	253.20		100-22-42-5210-315	
12311	11	Invoice	GAS REPORT	09/18/2024	253.20	04/25	100-23-42-5371-315	
12311	12	Invoice	GAS REPORT	09/18/2024	262.65	04/25	100-24-14-5435-315	
Total 12311:					3,186.46			
Total UNITED	COOF	PERATIVE (979):		9,441.12			
UNITY POINT CLIN	IC-OC	C MEDICIN	E (5263)					
240448	1	Invoice	3RD QTR DRUG TESTING 2024	10/01/2024	126.00	04/25	204-23-30-5310-212	
240448	2	Invoice	3RD QTR DRUG TESTING 2024	10/01/2024	42.00	04/25	602-23-61-5923-212	

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	Invoice	Seq	Туре	Description	Invoice Date	Total Cost	Period	GL Account	_
	Total 240448:					168.00			
	Total UNITY P	OINT	CLINIC-OC	C MEDICINE (5263):		168.00			
US F	PUBLIC SAFETY 11130		DUP, INC. (6 Invoice	141) BADGES/HAT BADGES/FLEX BADGES	08/21/2024	853.00	04/25	100-21-21-5110-312	
	Total 11130:					853.00			
	Total US PUBL	IC SA	FETY GRO	UP, INC. (6141):		853.00			
VFF	NSTRA & KIMM	INC	(5904)						
*	#5		Invoice	BUILDING PERMIT FEES/AUGUST 2024	08/31/2024	3,014.00	04/25	100-21-18-5190-212	
	Total #5:					3,014.00			
	Total VEENST	RA & I	KIMM, INC.	(5904):		3,014.00			
VISL	JAL EDGE IT, IN	IC. (39	995)						
	24AR197159	-	Invoice	PRINTER CONTRACT - INSPECTION	08/05/2024	17.58	04/25	100-21-18-5190-225	
	24AR197159	2	Invoice	PRINTER CONTRACT - PUBLIC WORKS	08/05/2024	17.57	04/25	100-24-30-5380-225	
	Total 24AR197	1591:				35.15			
	24AR205672	1	Invoice	PRINTER CONTRACT - INSPECTION	09/06/2024	17.03	04/25	100 21 18 5100 225	
	24AR205672 24AR205672		Invoice	PRINTER CONTRACT - PUBLIC WORKS	09/06/2024		04/25	100-21-18-5190-225 100-24-30-5380-225	
	Total 24AR205	6724:				35.86			
	24AR208512	1	Invoice	PRINTER CONTRACT - WWTP	09/18/2024	25.54	04/25	603-23-70-5931-225	
	Total 24AR208	5121:				25.54			
	24AR212895	1	Invoice	PRINTER CONTRACT - LINE DEPT	10/03/2024	37.53	04/25	601-23-52-5931-225	
	Total 24AR212	8958:				37.53			
	24AR213609	1	Invoice	PRINTER CONTRACT - STREET DEPT	10/07/2024	44.39	04/25	204-23-30-5310-316	
	Total 24AR213	6099:				44.39			
	24AR213926	1	Invoice	PRINTER CONTRACT - WATER DEPT	10/08/2024	42.83	04/25	602-23-61-5931-225	
	Total 24AR213	9263:				42.83			
	24AR214864	1	Invoice	PRINTER CONTRACT - FINANCE/UTILITY OF	10/11/2024	60.72	04/25	100-24-14-5435-225	
	Total 24AR214	8648:				60.72			
	24AR215151	1	Invoice	PRINTER CONTRACT - IT	10/14/2024	27.40	04/25	100-24-16-5420-299	
	Total 24AR215	1517:				27.40			
	Total VISUAL E	EDGE	IT, INC. (39	95):		309.42			
WEE	2410-066688		ALUE (2155) Invoice	BITS FOR CURB/WILLSON & FIRST	10/03/2024	27.99	04/25	204-23-30-5310-311	

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				·				
	Invoice	Seq	Туре	Description	Invoice Date	Total Cost	Period	GL Account
	Total 2410-066	6688:				27.99		
	Total WEBSTE	ER CIT	Y TRUE VAI	LUE (2155):		27.99		
/ES	CO RECEIVAB	LES C	ORP (1038)					
	217115	1	Invoice	327 - 69kV POST INSULATORS - TRANSMISS	09/27/2024	105,344.88	04/25	613-23-51-5566-299
	Total 217115:					105,344.88		
	232013	1	Invoice	15KV 500MCM STOCK MATERIAL FOR IN HO	10/09/2024	23,538.46	04/25	601-23-52-5935-871
	Total 232013:					23,538.46		
	Total WESCO	RECEI	VABLES CO	ORP (1038):		128,883.34		
E	I-00070800		(7330) Invoice	SIGN WORK SUPPLIES	07/12/2024	343.32	04/25	204-21-30-5120-318
	Total I-000708	800:				343.32		
	Total X ² CESS	ORIES	SQUARED	(7330):		343.32		
	Total 10/21/20	24:				736,664.77		
	Grand Totals:					748,390.77		

Report GL Period Summary

GL Period Amount 04/25 748,390.77 Grand Totals: 748,390.77

Vendor number hash: 732604 Vendor number hash - split: 1139960 Total number of invoices: 181 Total number of transactions: 313

Terms Description Invoice Amount Net Invoice Amount Open Terms 748,390.77 748,365.77 Claims Totals: 748,390.77 748,365.77 Payroll ending October 5, 2024 208,452.60

> **GRAND TOTAL** \$ 956,843.37

FUND LIST TOTALS FOR BILLS October 21, 2024

<u>Account</u>	<u>Fund</u>	Total Amount
100	General	75,663.23
120	Speed Camera	4,063.00
204	Road Use Tax Funds	6,442.99
205	Airport Fund	857.41
260	SSMID	1,375.00
540	Fair Meadow Reconst Project	317,407.09
601	Electric Utility	53,787.39
602	Water Utility	13,869.61
603	Sewer Fund	21,500.30
611	Reisner Substation Project	11,736.99
612	69 kV Distribution Project	40.05
613	69 kV Transmission Project	106,094.88
615	AMI Meter Project – Electric	6,777.60
902	Medical/Flex	128,775.23
	Claims Total	\$ 748,390.77
<u>PAYROLL</u>		
Payroll Ending	\$ 208,452.60	
	Grand Total	\$ 956,843.37

WASTEWATER TREATMENT PLANT REPORT FOR THE MONTH OF September 2024

	MONTH September	Year to Date 2024	MONTH September	Year to Date 2023	
Total gallons flow	24,784,000	384,179,000	24,585,000	320,199,000	gal
Average daily flow	826,100		819,500		gal/da
Percentage treated	100		100		%
Total gallons raw sludge	111,237	922,306	81,133	771,055	gal
Total gallons digested sludge out	575,000		0		gal
Total gallons sludge transferred to storage tank	82,720		75,200		gal
Total gallons supernatant returned	29,061		45,706		gal
Methane gas produced	0		0		cu.ft.
Average effluent CBOD (25 mg/l aver. 40 mg/l max.)	9		8.25		mg/l
Number of days max. limit was exceeded	0		0		da
Average % removal	99		98.8		%
Average effluent suspended solids (mg/l aver. mg/l max.)	9.78		7.75		mg/l
Number of days max. limit was exceeded	0		0		da
Average percent removal	98		98		%
Average effluent ammonia nitrogen <1 (mg/l average, 16.5 mg/l max.limitation	<1		<1		mg/l
Number of days max. limit was exceeded	0		0		da

ELECTRIC REPORT FOR THE MONTH OF September 2024

(Production Month-August 2024; Billing Month (Due) - September 2024

	MONTH September	Year to Date 2024	MONTH September	Year to 2023
TOTAL PURCHASED POWER K.W.	10,017,756	78,585,579	10,960,847	82,765,625
Gross K.W. Generated For Maint. For Corn Belt	0 348,490	15,740 688,080	0 1,570,330	372,790 1,830,650
Station Power K.W.	17,756	176,257	17,635	218,402
NET K.W.TO BOARD	10,000,000	78,409,322	10,943,212	82,547,223
Billed by Clerk's Office to Customers K.W:				
Commercial Sales	2,683,124	20,273,296	3,008,846	22,006,139
Industrial Sales	2,906,897	22,471,531	2,988,205	22,835,914
City Departments & Street Lights	380,280	3,406,035	356,876	3,562,164
Residential Sales	3,337,512	24,206,860	3,871,326	25,475,879
Sales for Resale-Wholesale	704,500	5,490,700	768,400	6,218,600
KILOWATTS UNACCOUNTED	(12,313)	2,560,900	(50,441)	2,448,527
Percentage of Unaccounted for	-0.12%	3.27%	-0.46%	2.97%
LOAD COMPARISON	2024		2023	
Peak K.W. Demand	22,906		25,528	
Purchased Power	10,017,756		10,960,847	
Net to Board	10,000,000		10,943,212	
REMARKS:				

CITY OF WEBSTER CITY, IOWA - UTILITY REPORT ELECTRIC UTILITY PURCHASES & SALES - 2024

			Pur Pwr		Cal D Natta Daniel					
Purch.	Billing	Month	lessStaPwr	Month	Col D Net to Board less Col E Mo billed	Month	Yr To Date	Yr To Date	Yr To Date	Yr To Date
Power	Month	Purch.Power	= Net to Board	Billed KWh	Mo Unaccounted		Purch.Power	Billed &SPwr		Unaccounted
Period	(Due)	kWh	kWh	less StaPwr	For	For %	less sta pwrkWh	kWh	kWh	For %
Dec	Jan 2024	8,260,174	8,234,298	8,411,893	(177,595)	-2.16%	8,234,298	8,411,893	(177,595)	-2.16%
Jan	Feb 2024	9,305,951	9,276,242	8,356,871	919,371	9.91%	17,510,540	16,768,764	741,776	4.24%
Feb	Mar 2024	7,756,168	7,732,782	7,540,821	191,961	2.48%	25,243,322	24,309,585	933,737	3.70%
Mar	Apr 2024	7,824,731	7,804,536	7,493,796	310,740	3.98%	33,047,858	31,803,381	1,244,477	3.77%
Apr	May 2024	7,528,880	7,512,846	7,231,057	281,789	3.75%	40,560,704	39,034,438	1,526,266	3.76%
May	Jun 2024 July 2024	7,963,777 9,555,602	7,949,473 9,541,209	8,052,902 9,266,075	(103,429) 275,134	-1.30% 2.88%	48,510,177 58,051,386	47,087,340 56,353,415	1,422,837 1,697,971	2.93% 2.92%
Jun July	Aug 2024	10,372,540	10,357,936	9,482,694	875,242	8.45%	68,409,322	65,836,109	2,573,213	3.76%
Aug	Sept 2024	10,017,756	10,000,000	10,012,313	(12,313)	-0.12%	78,409,322	75,848,422	2,560,900	3.27%
Sep	Oct 2024	10,017,700	10,000,000	10,012,010	(12,010)	0.1270	70,400,022	70,040,422	2,000,000	0.27 70
Oct	Nov 2024									
Nov	Dec 2024									
	TOTALO	70 505 570	70 400 000	75.040.400	0.500.000					
	TOTALS	78,585,579	78,409,322	75,848,422	2,560,900					
	Billings							.		
	By Type of			City Depts &	D			Station	Billed & Sta. Pwr	Previous Year
	Serv-kWh	Commercial	Industrial	Street Lights	Residential	Wholesale		Power-N/C	Total	Bill&Sta.Pwr Tot
	Jan 2024 Feb 2024	2,247,629 2,212,465	2,216,617 2,422,324	454,244 415,946	2,786,103 2,592,136	707,300 714,000		25,876 29,709	8,437,769 8,386,580	9,149,683 8,903,311
	Mar 2024	2,065,559	2,327,148	374,694	2,211,720	561,700		23,386	7,564,207	8,000,608
	Apr 2024	2,074,436	2,332,678	398,183	2,148,299	540,200		20,195	7,513,991	8,230,555
	May 2024	2.042.889	2,497,062	293,042	1,912,464	485,600		16,034	7,247,091	7,224,193
	Jun 2024	2,210,772	2,670,064	328,950	2,320,116	523,000		14,304	8,067,206	8,424,432
	July 2024	2,418,420	2,471,726	369,903	3,412,426	593,600		14,393	9,280,468	9,697,099
	Aug 2024	2,318,002	2,627,015	390,793	3,486,084	660,800		14,604	9,497,298	9,675,929
	Sep 2024	2,683,124	2,906,897	380,280	3,337,512	704,500		17,756	10,030,069	11,011,288
	Oct 2024									
	Nov 2024									
	Dec 2024									
	TOTALS	20,273,296	22,471,531	3,406,035	24,206,860	5,490,700		176,257	76,024,679	80,317,098
	BILLING	Commercial	Industrial	City Depts. &	Residential	Wholesale		Station	TOTAL	PREVIOUS
	AMOUNT	Sales	Sales	St. Light Sales	Sales	Sales		Power	SALES	YEAR
	Jan 2024 Feb 2024	\$272,870.82 \$269,096.16	\$234,055.84 \$201,006.47	\$49,468.04 \$45,795.93	\$370,926.29 \$351,549.58	\$68,689.01 \$70,310.33		N/C N/C	\$996,010.00 \$937,758.47	\$973,456.49
	Mar 2024	\$254,927.96	\$212,660.18	\$42,301.36	\$313,240.78	\$58,951.91		N/C	\$882,082.19	\$997,484.42 \$915,334.40
	Apr 2024	\$255,582.97	\$235,311.00	\$44,603.07	\$310,071.41	\$56,709.32		N/C	\$902,277.77	\$910,025.77
	May 2024	\$252,174.37	\$242,413.72	\$39,824.47	\$274,002.81	\$53,152.23		N/C	\$861,567.60	\$874,954.84
	Jun 2024	\$268,688.99	\$207,478.75	\$37,129.00	\$325,195.23	\$53,152.23		N/C	\$891,644.20	\$945,347.57
	July 2024	\$289,313.40	\$227,443.83	\$42,045.67	\$432,271.81	\$53,152.23		N/C	\$1,044,226.94	\$1,043,517.46
	Aug 2024	\$279,653.69	\$262,773.42	\$41,734.22	\$443,057.39	\$70,854.17		N/C	\$1,098,072.89	\$1,090,179.59
	Sep 2024	\$316,037.63	\$236,137.30	\$42,248.55	\$428,183.13	\$74,039.36		N/C	\$1,096,645.97	\$1,204,663.39
	Oct 2024									
	Nov 2024									
	Dec 2024									
	TOTALS	\$2,458,345.99	\$2,059,280.51	\$385,150.31	\$3,248,498.43	\$559,010.79			\$8,710,286.03	\$8,954,963.93
					, ,	,			. , ,	
	Number of			City Depts &	5				T	Previous
	Customers	Commercial	Industrial	St. Lights	Residential	Wholesale			Total	Year
	Jan 2023 Feb 2023	534 533	7 7	49 49	3,865 3,877	3			4,458 4,469	4,482 4,482
	Mar 2023	530	7	49	3,881	3			4,469	4,462 4,474
	Apr 2023	534	7	51	3,905	3			4,500	4,481
	May 2023	526	7	51	3,871	3			4,458	4,472
	Jun 2023	526	7	51	3,865	3			4,452	4,483
	July 2023	526	7	51	3,866	3			4,453	4,471
	Aug 2023	532	7	51	3,880	3			4,473	4,464
	Sep 2023	526	7	51	3,866	3			4,453	4,472
	Oct 2023									
	Nov 2023									
	Dec 2023									

WATER PLANT REPORT FOR THE MONTH OF September 2024

(Production Month-August 2024 Billing Month (Due) September 2024)

	MONTH	Year to Date 2024	MONTH September	Year to Date 2023
Total Gallons Pumped from Wells(Inf)	29,475,000	226,574,000	37,981,000	247,915,000
Average Gallons Pumped	(982,500)		(1,266,033)	
Gallons for Sludge	61,100	528,750	77,550	667,400
Total Gallons to Water Plant	29,413,900	226,045,250	37,903,450	247,247,600
Gallons to Distribution System From From Water Plant (Effluent reading)	28,469,000	223,251,000	35,794,000	250,856,000
·				
TOTAL TO SYSTEM - CUBIC FEET	3,805,751	29,844,316	4,784,961	33,534,567
Billed by Clerk's Office to Customers Cubic Feet	2,604,100	22,358,200	3,920,400	24,112,000
Billed by City Departments Cubic Feet	402,600 3,006,700	2,785,700 25,143,900	347,200 <i>4,</i> 267,600	2,987,100 27,099,100
Used by City Departments, but not billed-estimated Cubic Feet Fire	0	0	0	0
Meter	0	0	0	0
Sew. Disp.	0	0	0	0
Street, Water, Sewer Distribution, Line est (main breaks, hydrant flush, sewer, valve rpr, w. tower,	13,368	120,312	338	90,455
Water Plant filter backwash	38,704	308,174	47,154	476,149
Ground storage tank loss Recreation-Drink.Fount.	4,400	22,441	4,400	22,441
Cemetery	400	2,000	400	2,000
Change in Distribution System	0	0	0	0
Used by Contractor	0	0	0	0
CUBIC FEET UNACCOUNTED FOR	742,179	4,247,489	465,069	5,844,422
Percentage of Unaccounted for	19.50%	14.23%	9.72%	17.43%
NOTE: 26 loads of lime sludge hauled to farm ground			NOTE: 33 loads of hauled to far	•

WATER UTILITY PRODUCTION SALES & USAGE 2024

Mo. Dec Jan Feb Mar	Billing Month (Due) Jan 2024 Feb 2024 Mar 2024 Apr 2024	Month to Distribution System C/F 3,160,342 3,118,901 3,007,144 2,997,920	Month Billed & Unbilled Usage C/F 2,634,612 2,586,126 2,358,034 2,688,453	Month Unaccounted For C/F 525,730 532,775 649,110 309,467		Distribution System C/F 3,160,342 6,279,243 9,286,387 12,284,307	Yr to Date Billed & Unbilled C/F 2,634,612 5,220,738 7,578,772 10,267,225	Yr To Date Unaccounted For C/F 525,730 1,058,505 1,707,615 2,017,081	Yr To Date Unaccounted For % 16.64% 16.86% 18.39% 16.42%
Apr May	May 2024 Jun 2024	3,250,442 3,377,038	3,244,504 2,812,826	5,938 564,212		15,534,749 18,911,787	13,511,729 16,324,555	2,023,020 2,587,232	13.02% 13.68%
June	July 2024	3,469,411	2,945,595	523,816		22,381,198	19,270,150	3,111,048	13.90%
July	Aug 2024	3,657,366	3,263,105	394,261		26,038,564	22,533,255	3,505,309	13.46%
Aug	Sep 2024	3,805,751	3,063,572	742,179	19.50%	29,844,316	25,596,827	4,247,489	14.23%
Sep	Oct 2024								
Oct Nov	Nov 2024 Dec 2024								
INOV	Dec 2024								
	TOTALS	29,844,315	25,596,827	4,247,488					
						Used by City Dep			
	Billings & Usage					i.e. water breaks		Previous	Previous
	By Type of Service-C/F	Commercial	Industrial	City Depts.	Residential	flush.etc. Not metered	Total	Year	Year Produced
	Jan 2024	634,200	437,100	243,500	1,279,700	40,112	2,634,612	2,692,282	3,407,918
	Feb 2024	669,300	385,800	183,100	1,311,600	36,326	2,586,126	2,588,413	3,279,852
	Mar 2024	632,700	446,200	72,200	1,147,600	59,334	2,358,034	2,480,000	2,899,531
	Apr 2024	670,400	405,900	297,600	1,271,300	43,253	2,688,453	2,842,397	3,410,725
	May 2024	791,200	537,700	499,000	1,365,800	50,804	3,244,504	2,690,953	3,499,222
	Jun 2024	803,300	448,200	245,600	1,265,200	50,526	2,812,826	3,389,714	3,906,012
	July 2024	744,300	429,500	352,700	1,352,500	66,595	2,945,595	3,275,802	4,073,781
	Aug 2024	794,500	508,600	489,400	1,421,500	49,105	3,263,105	3,410,692	4,272,564
	Sep 2024	827,600	444,400	402,600	1,332,100	56,872	3,063,572	4,319,892	4,784,961
	Oct 2024 Nov 2024								
	Dec 2024								
	200 202 1								
	TOTALS	6,567,500	4,043,400	2,785,700	11,747,300	452,927	25,596,827	27,690,145	33,534,566
	BILLING	Commercial	Industrial	City Depts.	Residential	City Depts	TOTAL	PREVIOUS	
	AMOUNT	Sales	Sales	Sales	Sales	Not Sold	SALES	YEAR	
	Jan 2024	\$55,029.99	\$26,113.01	\$14,402.76	\$176,535.56	N/C	\$272,081.32	\$ 209,127.27	
	Feb 2024	\$57,247.43	\$24,384.12	\$11,188.04	\$176,580.23	N/C	\$269,399.82	\$ 202,913.33	
	Mar 2024	\$54,544.93	\$26,114.06	\$5,176.82	\$164,130.96	N/C	\$249,966.77	\$ 194,397.02 \$ 209,826.64	
	Apr 2024 May 2024	\$57,311.60 \$64,364.91	\$24,463.99 \$31,537.95	\$17,402.07 \$18,472.42	\$174,716.42 \$174,281.55	N/C N/C	\$273,894.08 \$288,656.83	\$ 209,826.64 \$ 209,062.30	
	Jun 2024	\$66,423.57	\$26,611.81	\$14,779.82	\$175,097.30	N/C		\$ 237,411.82	
	July 2024	\$62,532.93	\$25,719.95	\$25,225.72	\$186,632.86	N/C		\$ 236,276.31	
	Aug 2024	\$66,199.65	\$29,976.06	\$27,949.53	\$192,974.12	N/C	\$317,099.36	\$ 246,090.10	
	Sep 2024	\$67,459.20	\$28,820.76	\$23,190.19	\$185,328.58	N/C	\$304,798.73	\$ 288,714.28	
	Oct 2024								
	Nov 2024								
	Dec 2024								
	TOTALS	\$551,114.21	\$243,741.71	\$157,787.37	\$1,606,277.58		\$2,558,920.87	\$2,033,819.07	
	Number of							Previous	
	Customers	Commercial	Industrial	City Depts.	Residential			Year	
	lon 2024	0.50	-	45	2.402		0.540	2.554	
	Jan 2024 Feb 2024	350 349	7 7	15 15	3,168 3,166		3,540 3,537	3,554 3,544	
	Mar 2024	349 350	7	15	3,169		3,53 <i>1</i> 3,541	3,542	
	Apr 2024	354	7	19	3,141		3,521	3,559	
	May 2024	350	7	19	3,117		3,493	3,557	
	Jun 2024	354	7	19	3,147		3,527	3,563	
	July 2024	350	7	19	3,157		3,533	3,552	
	Aug 2024	362	7	19	3,165		3,553	3,559	
	Sept 2024	355	7	19	3,153		3,534	3,560	
	Oct 202r								
	Nov 2024								
	Dec 2024								

INCIDENT ANALYSIS - DAY

Date 10/11/2024

Time 11:15:48AM Agency Webster City Police Department

Report CFS03 **Dates** 09/01/2024 **Thru** 09/30/2024

Activity		Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
A com ovy	WCDD Walanta Cita Balling Danishman								
Agency:	WCPD Webster City Police Department								
		1	0	0	1	0	0	0	2
01050	Traffic Accident PD	1	2	2	2	3	1	0	11
1050C	Traffic Acc City Vehicle	0	0	0	0	0	1	0	1
1050H	Hit And Run	1	0	0	1	0	0	0	2
1050I	Traffic Accident Injury	0	0	0	0	1	0	0	1
911P	911P Phone Dispatched	2	1	1	0	0	0	1	5
911R	911 Radio Dispatched	13	11	4	8	1	7	6	50
911T	911 Call Transferred	8	2	2	2	0	1	2	17
ALARM	Alarm Actual/False	2	0	2	1	0	0	2	7
ANIM	Animal Complaint	9	6	5	8	8	6	3	45
ASSAG	Asssit Other Agency	1	2	2	2	3	2	4	16
ASSLT ASSSO	Assault Assist Sheriffs Office	0	0	0 1	0	1	1	1 1	3
BIKE		0	0	1	0	3	0	0	2
BURG	Bicycle Violations	2	1	-			0		3
CIVIL	Burg/Breaking & Entering Civil Disputes	2 4	2	3	0 3	0	0 1	0 1	6 12
COMM	Commital	0	0	1	0	0	0	0	12
CCIVINI	Commercial/Resd Patrol	29	23	17	18	14	25	17	143
DEATH	Death/Unattended	0	0	0	0	0	1	0	143
DIREC	Directed Assignment	28	14	12	12	11	15	20	112
DISO	Disorderly Conduct	2	0	0	0	0	2	0	4
DOM	Domestic Disturbances	0	1	0	1	1	0	0	3
DP	Downtown Foot Patrol	6	10	8	8	7	8	7	54
DRIVE	Driving Complaints	4	4	2	7	2	6	3	28
DRUG	Drug/Narcotics/Equipment	0	0	0	0	0	0	1	1
EMS	Assist VDMC	10	4	5	3	3	5	7	37
ESCOR	Escort	0	0	0	1	1	3	2	7
FI	Field Interview	2	2	2	4	0	2	0	12
FIRE	Fire	0	0	1	0	3	1	0	5
FOLL	Follow Up	3	7	8	4	1	0	3	26
FOOT	Foot Patrol	3	3	0	0	0	0	2	8
FRAUD	Fraud	0	1	0	0	1	0	0	2
FUNER	Escort/Funeral	0	0	1	1	1	0	1	4
HARR	Harassement	0	0	2	1	1	3	0	7
INTOX	Intoxication	0	0	0	0	1	0	0	1
JUVE	Juveniles	2	1	1	0	1	2	0	7
K9	K9 Activity	0	0	1	1	1	0	0	3
MISS	Missing Person	1	0	0	0	1	1	0	3
MOTOR	Motorist Assist	3	2	2	1	2	2	1	13
MVT	Motor Vehicle Theft	0	0	1	0	0	0	0	1
NOISE	Noise Complaints	3	2	1	0	0	2	3	11
NOTIF	Notification	0	0	1	1	2	1	1	6
NUIS	Nuisance Calls	3	5	4	2	8	0	6	28
OPEN	Open Window/Door	0	0	1	2	0	0	1	4
OWI	Operating While Intoxicat	1	0	0	0	0	0	0	1
PARK	Parking Violations	2	11	5	3	7	8	2	38
PEDD	Peddler/Solicitor	0	0	1	0	0	0	0	1
PROJA	Project Awareness	15	23	24	15	19	18	17	131
PROP	Lost/Found Property	5	6	3	2	2	2	2	22
PUB	Assistance Public	8	18	20	11	18	12	11	98
SEXA	Sex Abuse	0	0	0	0	0	1	0	1
SP	School Foot Patrol	0	7 35 of 1	8	6	5	11	0	37

Page 1 of 2

INCIDENT ANALYSIS - DAY

Date 10/11/2024

Time 11:15:48AM Agency Webster City Police Department

Report CFS03 **Dates** 09/01/2024 **Thru** 09/30/2024

Activity		Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
STAP	Staionary Patrol	1	0	2	0	0	1	1	5
STEP	STEP Wave	8	0	0	0	0	0	0	8
STR	Debris/Street Problems	0	3	2	1	1	1	0	8
SUIC	Suicide/Attempted	2	0	0	0	1	0	0	3
SUSP	Suspicious Activity	14	10	7	10	9	10	12	72
TCS	Traffic Control/School	0	5	5	6	5	4	0	25
THEFT	Theft	0	7	2	1	0	2	0	12
TIP	Tip	0	2	2	0	0	1	1	6
Tobac	Tobacco Violation	0	2	0	0	2	0	0	4
TRANS	Transient	0	0	0	0	0	1	0	1
TREES	Trees/Wires Down	0	1	1	0	0	0	0	2
TRESP	Criminal Trespass	1	1	0	1	0	0	0	3
TS	Traffic Stop	17	8	7	9	9	7	11	68
UNLOC	Vehicle Unlock	1	3	2	5	0	4	3	18
UTIL	Utility Problems	0	3	0	1	2	1	0	7
VAND	Vandalism	0	0	0	2	0	0	0	2
VC	Vacation House Watch	0	1	0	1	4	1	0	7
VIOL	Violation Restraining Ord	0	0	1	1	0	0	0	2
WARR	Warrant Served	1	0	1	1	0	0	1	4
WELF	Welfare Check	2	3	2	3	2	1	1	14
WIND	Public Window Assist	3	9	6	10	6	10	3	47
Webste	r City Police Department Agency Total	226	230	195	185	175	195	161	1,367
	Total	226	230	195	185	175	195	161	1,367

FIRE DEPARTMENT REPORT

September 2024

ALARMS

DATE	TIME	ADDRESS	TYPE OF SITUATION	<u>CITY,</u>
			<u>FOUND</u>	MUTUAL
				AID,
				DISTRICT
09-10	2317	2109 Rodlyn rd.	Carbon monoxide	City
09-12	1057	2100 Georgetown rd.	Smoke detector	City
09-13	1957	505 Fair Meadow dr.	Gas spill	City
09-17	1236	731 Second st.	Smoke in a building	City
09-18	1318	Broadway st.	Power line down	City
09-21	1226	1295 230 th st.	Combine fire	District
09-22	0833	1000 Des Moines St.	Smoke detector	City
09-22	0950	1000 Des Moines St.	Smoke Detector	City
09-22	1349	310 Maple	Assist EMS lifting	City
09-24	1223	1416 Bank	Natural Gas Leak	City
09-24	1613	505 Fair Meadow dr.	Vehicle Fire	City
09-24	2031	100 East st.	Hazmat release	City
09-27	1454	Beach and Elm	Vehicle Accident/ Spill	City
09-30	0758	1209 Mary Ln.	Gas Leak	City
			1	_1

Year to Date Total = 134 September Total =14

City- =13
Mutual- =0
District- =01

TRAINING

	TIME	TYPE OF TRAINING	HOURS	<u>PERSONNEL</u>
09-09		Hose Testing	2	27
		Car Seat training class	12	3
09-23		Vehicle extrication/ vendor night	2	27

Year to Date Total = 789

September Total = 144

INSPECTIONS

DATE	BUSINESS	REASON FOR INSPECTION
<u>09-19</u>	Van Diest Water Tower project	General info

Year to Date Total = 38

September Total =01

MISCELLANEOUS

DATE	TIME	<u>EVENT</u>
09-04		Work on hose and nozzle bids
09-06		Work on City Emergency Table top exercise
09-11		Flush of the month 12,000 gallons
09-19		Create Battery operated cutter tool evaluation form
		Sent vendor pant information
09-24		Week of flushing hydrants to assist street department
		New air purification system begins installation
09-30		Repair valve on E32

MEETING ROOM

<u>DATE</u>	<u>TIME</u>	<u>USED BY</u>
9-14,21,28		Mens group meeting



MEMORANDUM

TO: Mayor and City Council

FROM: Adam Dickinson, Line Department Superintendent

John Harrenstein, City Manager

DATE: October 21, 2024

RE: Contract Awards: Furnishing Minor Materials – Phase 1 Electric Distribution

Improvements

SUMMARY: Requesting permission to purchase Minor Materials for the Phase 1 Electric Distribution Improvements project from Border States, Dakota Supply Group, and Fletcher-Reinhardt Company.

PREVIOUS COUNCIL ACTION: The City Council has previously authorized DGR Engineering to perform full design services (final design, bidding, construction administration, etc.) for the Phase 1 Electric Distribution Improvements associated with the new Reisner Substation and has approved contracts for the Major Materials.

At the September 16, 2024 regular City Council Meeting, Council approved the Resolution setting a Public Hearing for October 21, 2024 at 6:05 P.M. on the proposed plans and specifications, proposed form of contract and estimate for the "Furnishing Minor Materials — Phase 1 Electric Distribution Improvements" bidding package.

BACKGROUND/DISCUSSION: The Bid Opening was held in the City Hall Council Chambers at 2:00 p.m. on October 8, 2024.

Bid No. 1 – Primary Cable Fittings

There were four (4) responsive bids received ranging in price from \$71,839.83 to \$82,383.85. The lowest responsive bid received is from Fletcher-Reinhardt Company of Cedar Rapids, IA for \$71,839.83.

Bid No. 2 – Primary Pedestals

There were four (4) responsive bids received ranging in price from \$3,218.40 to \$5,337.70. The lowest responsive bid received is from Border States of Sioux Falls, SD for \$3,218.40.

Bid No. 3 – Secondary Power Cable

There were three (3) responsive bids received ranging in price from \$4,508.77 to \$5,730.00. The lowest responsive bid received is from Border States of Sioux Falls, SD for \$4,508.77.

Bid No. 4 – Secondary Connectors

There were four (4) responsive bids received ranging in price from \$218.50 to \$432.80. The lowest responsive bid received is from Fletcher-Reinhardt Company of Cedar Rapids, IA for \$218.50.

Bid No. 5 – Overhead Riser Materials

There were two (2) responsive bids received ranging in price from \$21,920.69 to \$29,000.68. The lowest responsive bid received is from Border States of Sioux Falls, SD for \$21,920.69.

Bid No. 6 – Cable Sealing and Identification Material

There were three (3) responsive bids received ranging in price from \$1,215.35 to \$1,816.85. The lowest responsive bid received is from Dakota Supply Group (DSG) of Sioux Falls, SD for \$1,215.35.

Bid No. 7 – Grounding Materials

There were three (3) responsive bids received ranging in price from \$7,429.85 to \$11,697.15. The lowest responsive bid received is from Dakota Supply Group (DSG) of Sioux Falls, SD for \$7,429.85.

FINANCIAL IMPLICATIONS: The Engineer's estimate for this bidding package was \$108,000.00 (excluding taxes) and the total of the low bids was \$2,351.39 (2.2%) above estimate. The cost of construction is the responsibility of the City as it only involves 13.2 kV distribution.

The cost of this portion of the project, along with the breakdown of the responsibility for those costs, is as follows:

		City of Webster City	Corn Belt Power Co-op
Portion of Project	Total Project Cost	Portion	Portion
Bid No. 1 – Primary	\$71,839.83	\$71,839.83	N/A
Power Cable Fittings	(excluding taxes)		
Bid No. 2 – Primary	\$3,218.40	\$3,218.40	N/A
Pedestals	(excluding taxes)		
Bid No. 3 – Secondary	\$4,508.77	\$4,508.77	N/A
Power Cable	(excluding taxes)		
Bid No. 4 – Secondary	\$218.50	\$218.50	N/A
Connectors	(excluding taxes)		
Bid No. 5 – Overhead	\$21,920.69	\$21,920.69	N/A
Riser Materials	(excluding taxes)		
Bid No. 6 – Cable	\$1,215.35	\$1,215.35	N/A
Sealing and	(excluding taxes)		
Identification Material			
Bid No. 7 – Grounding	\$7,429.85	\$7,429.85	N/A
Materials	(excluding taxes)		
Total	\$110,351.39	\$110,351.39	N/A
	(excluding taxes)		

PROJECT TIMELINE: The current timeline for the Minor Materials is as follows:

• Delivery Dates:

0	Primary Cable Fittings	June 12, 2025
0	Primary Pedestals	February 4, 2025
0	Secondary Power Cable	December 3, 2024
0	Secondary Connectors	April 1, 2025
0	Overhead Riser Materials	June 7, 2025
0	Cable Sealing and Identification Material	March 11, 2025
0	Grounding Materials	December 3, 2025

RECOMMENDATION: Finally approve Plans and Specifications, Form of Contract and Estimate of Cost and authorize execution of purchase orders and contracts for the Minor Materials for the Phase 1 Electric Distribution Improvements as follows:

- **Bid No. 1 Primary Cable Fittings:** Fletcher-Reinhardt Company for \$71,839.83 plus 7.0% tax (\$5,028.79) for a total contract price of \$76,868.62.
- **Bid No. 2 Primary Pedestals:** Border States for \$3,218.40 plus 7.0% tax (\$225.29) for a total contract price of \$3,443.69.
- **Bid No. 3 Secondary Power Cable:** Border States for \$4,508.77 plus 7.0% tax (\$315.61) for a total contract price of \$4,824.38.
- **Bid No. 4 Secondary Connectors:** Fletcher-Reinhardt for \$218.50 plus 7.0% tax (\$15.30) for a total contract price of \$233.80.
- **Bid No. 5 Overhead Riser Materials:** Border States for \$21,920.69 plus 7.0% tax (\$1,534.45) for a total contract price of \$23,455.14.
- **Bid No. 6 Cable Sealing and Identification Material:** Dakota Supply Group for \$1,215.35 plus 7.0% tax (\$85.07) for a total contract price of \$1,300.42.
- **Bid No. 7 Grounding Materials:** Dakota Supply Group for \$7,429.85 plus 7.0% tax (\$520.09) for a total contract price of \$7,949.94.

Furnishing Minor Materials - Phase 1 Electric Distribution Improvements City of Webster City/Municipal Utilities Webster City, Iowa



City Project No. 9-25-001 DGR Project No. 428405 Bid Letting: October 8, 2024 - 2:00 PM City Hall Page 1 of 7

		Bid No. 1 - Primary C		
Bidder and Address	Bid Security	Bid Price	Delivery Date	Comments
Fletcher-Reinhardt Company 6204 11th Street SW Cedar Rapids, IA 52404	10% Bid Bond	\$71,839.83	6/12/2025	
WESCO Distribution 2301 Fleur Drive Des Moines, IA 50321	10% Bid Bond	\$71,939.71	8/2025	Item 7 has adjusted quantity
Dakota Supply Group 800 E 60th Street N Sioux Falls, SD 57104	10% Bid Bond	\$77,727.71	50 Weeks	
Border States 1100 N Career Avenue Sioux Falls, SD 57107	10% Bid Bond	\$82,383.85	N/A	

Furnishing Minor Materials - Phase 1 Electric Distribution Improvements City of Webster City/Municipal Utilities Webster City, Iowa



City Project No. 9-25-001 DGR Project No. 428405 Bid Letting: October 8, 2024 - 2:00 PM City Hall Page 2 of 7

		Bid No. 2 - Primary Pedestals (Qty-2)			
Bidder and Address	Bid Security	Bid Price	Manufacturer	Delivery Date	Comments
Border States 1100 N Career Avenue Sioux Falls, SD 57107	10% Bid Bond	\$3,218.40	Hubbell	13 weeks	
WESCO Distribution 2301 Fleur Drive Des Moines, IA 50321	10% Bid Bond	\$3,425.36	Nordic	15-18 Weeks	
Dakota Supply Group 800 E 60th Street N Sioux Falls, SD 57104	10% Bid Bond	\$4,368.26	Nordic	15 Weeks	
Fletcher-Reinhardt Company 6204 11th Street SW Cedar Rapids, IA 52404	10% Bid Bond	\$5,337.70	Hubbell	4/1/2025	

Furnishing Minor Materials - Phase 1 Electric Distribution Improvements City of Webster City/Municipal Utilities Webster City, Iowa



City Project No. 9-25-001 DGR Project No. 428405 Bid Letting: October 8, 2024 - 2:00 PM City Hall Page 3 of 7

		Bid No. 3 - Secondary		
Bidder and Address	Bid Security	Bid Price	Delivery Date	Comments
Border States 1100 N Career Avenue Sioux Falls, SD 57107	10% Bid Bond	\$4,508.77	4 weeks	
Fletcher-Reinhardt Company 6204 11th Street SW Cedar Rapids, IA 52404	10% Bid Bond	\$4,920.00	4/1/2025	
Dakota Supply Group 800 E 60th Street N Sioux Falls, SD 57104	10% Bid Bond	\$5,730.00	Stock	Item 1 has adjusted quantity
WESCO Distribution 2301 Fleur Drive Des Moines, IA 50321	10% Bid Bond	No Bid		

Furnishing Minor Materials - Phase 1 Electric Distribution Improvements City of Webster City/Municipal Utilities Webster City, Iowa



City Project No. 9-25-001 DGR Project No. 428405 Bid Letting: October 8, 2024 - 2:00 PM City Hall Page 4 of 7

		Bid No. 4 - Secondary Connectors (Qty-10)			
Bidder and Address	Bid Security	Bid Price	Manufacturer	Delivery Date	Comments
Fletcher-Reinhardt Company 6204 11th Street SW Cedar Rapids, IA 52404	10% Bid Bond	\$218.50	СМС	4/1/2025	
Dakota Supply Group 800 E 60th Street N Sioux Falls, SD 57104	10% Bid Bond	\$278.50	Utilco	Stock-12 Weeks	
Border States 1100 N Career Avenue Sioux Falls, SD 57107	10% Bid Bond	\$284.00	СМС	N/A	
WESCO Distribution 2301 Fleur Drive Des Moines, IA 50321	10% Bid Bond	\$432.80	ABB	1 Week in Stock/ 22 Weeks	

Furnishing Minor Materials - Phase 1 Electric Distribution Improvements City of Webster City/Municipal Utilities Webster City, Iowa



City Project No. 9-25-001 DGR Project No. 428405 Bid Letting: October 8, 2024 - 2:00 PM City Hall Page 5 of 7

		Bid No. 5 - Overhead R		
Bidder and Address	Bid Security	Bid Price	Delivery Date	Comments
Border States 1100 N Career Avenue Sioux Falls, SD 57107	10% Bid Bond	\$21,920.69	6/7/2025	Item 11 has adjusted quantity
Fletcher-Reinhardt Company 6204 11th Street SW Cedar Rapids, IA 52404	10% Bid Bond	\$29,000.68	6/7/2025	Items 1 & 11 have adjusted quantities
Dakota Supply Group 800 E 60th Street N Sioux Falls, SD 57104	10% Bid Bond	Incomplete B	d	
WESCO Distribution 2301 Fleur Drive Des Moines, IA 50321	10% Bid Bond	No Bid		

Furnishing Minor Materials - Phase 1 Electric Distribution Improvements City of Webster City/Municipal Utilities Webster City, Iowa



City Project No. 9-25-001 DGR Project No. 428405 Bid Letting: October 8, 2024 - 2:00 PM City Hall Page 6 of 7

		Bid No. 6 - Cable Sealing and Identification Material		
Bidder and Address	Bid Security	Bid Price	Delivery Date	Comments
Dakota Supply Group 800 E 60th Street N Sioux Falls, SD 57104	10% Bid Bond	\$1,215.35	18 Weeks	
Fletcher-Reinhardt Company 6204 11th Street SW Cedar Rapids, IA 52404	10% Bid Bond	\$1,787.00	4/1/2025	
Border States 1100 N Career Avenue Sioux Falls, SD 57107	10% Bid Bond	\$1,816.85		
WESCO Distribution 2301 Fleur Drive Des Moines, IA 50321	10% Bid Bond	No Bid		

Furnishing Minor Materials - Phase 1 Electric Distribution Improvements City of Webster City/Municipal Utilities Webster City, Iowa



City Project No. 9-25-001 DGR Project No. 428405 Bid Letting: October 8, 2024 - 2:00 PM City Hall Page 7 of 7

		Bid No. 7 - Grounding Materials		
Bidder and Address	Bid Security	Bid Price	Delivery Date	Comments
Dakota Supply Group 800 E 60th Street N Sioux Falls, SD 57104	10% Bid Bond	\$7,429.85	Stock	
Border States 1100 N Career Avenue Sioux Falls, SD 57107	10% Bid Bond	\$8,782.99	N/A	Items 12 & 13 have adjusted quantities
Fletcher-Reinhardt Company 6204 11th Street SW Cedar Rapids, IA 52404	10% Bid Bond	\$11,697.15	4/1/2025	Item 12 has adjusted quantity
WESCO Distribution 2301 Fleur Drive Des Moines, IA 50321	10% Bid Bond	No Bid		

October 14, 2024

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

RE: Recommendation of Award of Contracts

Furnishing Minor Materials – Phase 1 Electric Distribution Improvements

DGR Project No. 428405 City Project No. 9-25-001

Dear Adam:

We have reviewed the bids received on October 8, 2024 for the above-referenced project. A bid summary form of the bid results is enclosed. We have checked the bids for mathematical accuracy and compliance with the bid specifications. We are hereby prepared to offer the following recommendations.

Bid No. 1 – Primary Cable Fittings

There were four (4) responsive bids received ranging in price from \$71,839.83 to \$82,383.85. The lowest responsive bid received is from Fletcher-Reinhardt Company of Cedar Rapids, IA. Fletcher-Reinhardt's bid includes materials that meet the specifications. We are familiar with these products and see no reason why they should not be awarded the contract. We recommend that you award the contract for Furnishing Primary Cable Fittings to Fletcher-Reinhardt Company for a total price of **\$71,839.83**.

Bid No. 2 – Primary Pedestals

There were four (4) responsive bids received ranging in price from \$3,218.40 to \$5,337.70. The lowest responsive bid received is from Border States of Sioux Falls, SD. Border States bid pedestals manufactured by Hubbell. We are familiar with the Hubbell pedestals and see no reason why they should not be awarded the contract. We recommend that you award the contract for Furnishing Primary Pedestals to Border States for a total price of **\$3,218.40**.

Bid No. 3 - Secondary Power Cable

There were three (3) responsive bids received ranging in price from \$4,508.77 to \$5,730.00. The lowest responsive bid received is from Border States of Sioux Falls, SD. Border States bid cable manufactured by Southwire and Encore. We are familiar with Southwire and Encore cable and see no reason why they should not be awarded the contract. We recommend that you award the contract for Furnishing Secondary Power Cable to Border States for a total price of **\$4,508.77**.

Bid No. 4 – Secondary Connectors

There were four (4) responsive bids received ranging in price from \$218.50 to \$432.80. The lowest responsive bid received is from Fletcher-Reinhardt Company of Cedar Rapids, IA. Fletcher-Reinhardt bid connectors manufactured by CMC. We are familiar with the CMC connectors and see no reason why they should not be awarded the contract. We recommend that you award the contract for Furnishing Secondary Connectors to Fletcher-Reinhardt Company for a total price of **\$218.50**.

Bid No. 5 – Overhead Riser Materials

There were two (2) responsive bids received ranging in price from \$21,920.69 to \$29,000.68. The lowest responsive bid received is from Border States of Sioux Falls, SD. Border State's bid includes materials that meet the specifications. We are familiar with these products and see no reason why they should not be awarded the contract. We recommend that you award the contract for Furnishing Overhead Riser Materials to Border States for a total price of **\$21,920.69**.

Bid No. 6 – Cable Sealing and Identification Material

There were three (3) responsive bids received ranging in price from \$1,215.35 to \$1,816.85. The lowest responsive bid received is from Dakota Supply Group (DSG) of Sioux Falls, SD. DSG's bid includes materials that meet the specifications. We are familiar with these products and see no reason why they should not be awarded the contract. We recommend that you award the contract for Furnishing Cable Sealing and Identification Materials to Dakota Supply Group for a total price of **\$1,215.35**.

Bid No. 7 – Grounding Materials

There were three (3) responsive bids received ranging in price from \$7,429.85 to \$11,697.15. The lowest responsive bid received is from Dakota Supply Group (DSG) of Sioux Falls, SD. DSG's bid includes materials that meet the specifications. We are familiar with these products and see no reason why they should not be awarded the contract. We recommend that you award the contract for Furnishing Grounding Materials to Dakota Supply Group for a total price of \$7,429.85.

The total purchase price for all contracts is **\$110,351.39**. Adding the required 7.0% tax brings the total to **\$118,075.99**.

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

Best Regards,

DGR Engineering

Andy Koob, P.E.

Enclosure: Bid Summaries

ADK:ste

RESOLUTION NO. 2024 - ____

RESOLUTION FINALLY APPROVING THE PLANS AND SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND AWARD CONTRACTS FOR FURNISHING MINOR MATERIALS FOR PHASE 1 ELECTRIC DISTRIBUTION IMPROVEMENTS

WHEREAS, the City Council has previously authorized DGR Engineering to perform full design services for the Phase 1 Electric Distribution Improvements associated with the new Reisner Substation, and contracts for Major Materials have been approved; and

WHEREAS, on September 16, 2024, the City Council approved a resolution setting a public hearing for October 21, 2024, regarding the proposed plans, specifications, form of contract, and estimate of cost for the "Furnishing Minor Materials – Phase 1 Electric Distribution Improvements" bidding package; and

WHEREAS, a Bid Opening was held on October 8, 2024, in Council Chambers at City Hall, Webster City, Iowa for the purpose of receiving bids for the Minor Materials needed for Phase 1 Electric Distribution Improvements, and the following bids were the lowest received:

- 1. Bid No. 1 Primary Cable Fittings: Fletcher-Reinhardt Company, Cedar Rapids, IA, \$71,839.83.
- 2. Bid No. 2 Primary Pedestals: Border States, Sioux Falls, SD, \$3,218.40.
- 3. Bid No. 3 Secondary Power Cable: Border States, Sioux Falls, SD, \$4,508.77.
- 4. Bid No. 4 Secondary Connectors: Fletcher-Reinhardt Company, Cedar Rapids, IA, \$218.50.
- 5. Bid No. 5 Overhead Riser Materials: Border States, Sioux Falls, SD, \$21,920.69.
- 6. Bid No. 6 Cable Sealing and Identification Material: Dakota Supply Group (DSG), Sioux Falls, SD, \$1,215.35.
- 7. Bid No. 7 Grounding Materials: Dakota Supply Group (DSG), Sioux Falls, SD, \$7,429.85.

WHEREAS, the cost of these minor materials and construction is the responsibility of the City as it involves only the 13.2 kV electric distribution system;

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

SECTION 1: Approve final plans and specifications, form of contract and estimate of cost for furnishing minor materials for Phase 1 Electric Distribution Improvements.

SECTION 2: The City Council hereby accepts the lowest responsive bids for the Furnishing of Minor Materials for Phase 1 Electric Distribution Improvements and authorizes the City Manager to approve and execute contracts with the following vendors:

- o Fletcher-Reinhardt Company: \$72,058.33 (for Bid Nos. 1 and 4)
- o Border States: \$29,647.86 (for Bid Nos. 2, 3, and 5)
- o Dakota Supply Group (DSG): \$8,645.20 (for Bid Nos. 6 and 7)

SECTION 3: The total project cost for the Minor Materials prior to taxes, shall not exceed \$110,351.39, with funding belonging 100% to the City.

SECTION 4: This resolution shall take effect immediately upon its passage and approval.

	Passed and adopted this 21st day of Octob	er, 2024.
		CITY OF WEBSTER CITY, IOWA
		John Hawkins, Mayor
		•
ATTEST:		
ALIEST	Karyl K. Bonjour, City Clerk	

RESOLUTION NO. 2024 – xxx

RESOLUTION FINALLY APPROVING THE
DISPOSAL OF INTEREST IN REAL PROPERTY OWNED BY
THE MUNICIPAL GAS UTILITY, UNDER AN AGREEMENT FOR
THE USE OF THE CITY UTILITY DISTRIBUTION FACILITIES
AND THE TRANSPORATION OF NATURAL GAS

WHEREAS, on October 7, 2024, the proposed action for the disposal of interest in real property owned by the Municipal Gas Utility, under an Agreement for the Use of the City Utility Distribution Facilities and the Transportation of Natural Gas (the "Agreement") was preliminarily approved by resolution, subject to final hearing and approval upon public notice as required by law; and

WHEREAS, the proposed action for the disposal of interest in the real property owned by the Municipal Gas Utility, under the Agreement is found proper and to serve the best interest of the City, its residents and the rate payers of the Municipal Gas Utility; and

WHEREAS, notice of hearing on the proposed action for the disposal of interest in real property was published as required by the provisions of Sections 364.7 and 362.3 of the Code of Iowa, 2023, as amended.

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

Section 1. That the disposal of interest in the real property owned by the Municipal Gas Utility, under an Agreement and the form thereof, be and the same are hereby approved and adopted in substantially the form presented to the Council, to be executed and performed on behalf of the Municipal Gas Utility.

Section 2. That the Mayor and City Clerk are authorized and directed to execute and deliver the Agreement, in substantially the form approved, with such changes, insertions and omissions therein as the Mayor or legal counsel may hereafter deem appropriate, together with any related documents as may be appropriate to complete the lease transaction.

Section 3. That the Mayor and City Clerk are authorized and directed to execute and deliver all other documents which may be necessary or appropriate to carry out the purposes of this disposal of interest in the real property to Black Hills Energy, and to take any other action as may be required or deemed appropriate to carry out the purposes thereof.

PASSED AND ADOPTED this 21st day of October, 2024.

CITY OF WEBSTER CITY, IOWA

	John Hawkins, Mayor	
ATTEST:		
Karyl K. Bonjour, City Clerk		

AGREEMENT FOR THE USE OF CITY UTILITY DISTRIBUTION FACILITIES AND THE TRANSPORTATION OF NATURAL GAS

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of ____, 2024, by and between the City of Webster City, Iowa, hereinafter called "the City," and Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy, hereinafter called "Black Hills."

WITNESSETH:

WHEREAS, the City is the municipal utility-owner of a portion of a gas distribution system located in the corporate limits of the City of Webster City, Iowa;

WHEREAS, Black Hills owns the remainder of the gas distribution system located in and around the corporate limits of Webster City, Iowa;

WHEREAS, Black Hills has been granted a nonexclusive franchise authorizing the sale and distribution of natural gas in Webster City, including the right to use the valuable and beneficial rights of way of the City, and desires to use that portion of City's utility gas distribution facilities owned by the City to transport natural gas to Black Hills's customers;

WHEREAS, the City desires Black Hills to operate and maintain the portion of the distribution system owned by the City;

WHEREAS, Black Hills and the City desire to reestablish ownership rights, performance, obligations, and other privileges or duties under this Agreement; and

WHEREAS, Black Hills seeks to provide the City with annual information reports regarding the operation and maintenance of the City's distribution system, and community benefits through financial contributions, economic development, safety training or other tangible programs during the term of this Agreement; and

WHEREAS, prior to the effective date of this Agreement, the parties were parties to a predecessor Agreement for the Use of City Utility Distribution Facilities and the Transportation of Natural Gas, dated March 30, 2005 (the "Prior Agreement"); and

WHEREAS, this Agreement is intended to be, and where applicable, shall be interpreted as, a continuation of the Prior Agreement, subject to such revisions and new terms set forth herein.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. <u>Purpose of Agreement</u>. Black Hills agrees to operate and maintain the City's distribution system, and the City hereby agrees to permit Black Hills transportation capacity on

its system for the transmission, transportation, distribution, and sale of natural and/or mixed gas for heating, industrial, and all other uses and purposes in the City and for the purpose of transmitting, transporting and conveying gas through or beyond the City, for its customers located on the City's system and Black Hills' system, all in conformity with good utility practices.

2. <u>Use of City Utility-Facilities and Transportation of Natural Gas</u>. The City will allow Black Hills to use and enjoy the following described City utility-property (hereinafter referred to as "the properties") located in the City of Webster City, Iowa, to transport natural gas service to Black Hills' customers, to-wit:

The portion of the gas distribution system in Webster City, Iowa, owned by the City and all rights and easements for the maintenance and operation thereof.

- 3. <u>City Distribution Properties</u>. All of the City's properties including pipes, lines and meters are shown and designated in red and green upon the plat which is attached hereto, marked "Exhibit A" and made a part hereof by reference. The attached Exhibits define and identify the properties owned by the City as of the date of the Prior Agreement. All other facilities not identified as owned by the City thereon are properties owned by Black Hills. In the event Black Hills deems it necessary for a reduction of any of the City distribution properties as identified in "Exhibit A," Black Hills will provide the City written notice describing the proposed reduction and its rationale. Upon review the City and Black Hills will reach a mutual consent on the said reduction and the City agrees to not unreasonably withhold its consent thereto.
- 4. Reports. Upon reasonable request of City and subject to state or federal confidentiality laws, Black Hills will promptly provide City with annual transportation usage data, gas volume delivery or other relevant information about customers connected to the portion of the Webster City distribution system owned by the City. In addition, Black Hills will promptly provide City access to file records, receipts, or other documents that are necessary to verify the correctness of such reports, along with any necessary mapping information or capital improvements, subject to confidentiality provisions and state or federal law. See "Exhibit E" for a sample of the format to be used for reporting transportation usage data, gas volume delivery or other relevant information regarding the customers connected to the portion of the Webster City distribution owned by the City.
- 5. Maintenance. Black Hills agrees to maintain the City's properties free and clear of any and all liens and charges which may at any time attach thereto by reason of any action or omission of Black Hills, but Black Hills shall not be required to maintain and operate any portion of the system when and if, in its discretion and with the consent of the City Council, which shall not be unreasonably withheld, it shall deem such continued maintenance or operation unnecessary or not in accordance with good public utility practice, provided however, any resulting discontinuance, reduction or impairment of service can only occur in accordance with the rules and regulations of the Iowa Utilities Commission (the "IUC").

Capital Improvements. Black Hills will, at its own expense, maintain the properties in good repair and operating condition during the entire term of this Agreement and, at the expiration or termination of this Agreement, subject to the reimbursements noted below, it will surrender the properties to the City in the same or better condition the properties enjoy as of the date this Agreement is executed, ordinary wear and tear, depreciation, and damage due to causes beyond the control of Black Hills excepted. Black Hills made capital improvements (the "Prior Improvements") to the City's properties under the Prior Agreement. The Prior Improvements, including date and amount, are set forth in the attached "Exhibit D" which is made a part hereof by reference. After the effective date of this Agreement and thereafter, Black Hills will, at its own expense, make all reasonable and prudent capital improvements to the City's properties; provided, however, the City agrees to acquire Black Hills' ownership interest in such improvements, including the Prior Improvements, at the net book value at such time as the City resumes operation of its properties. The City and Black Hills agree that if the City determines to resume operation of its properties and is required to acquire Black Hills' ownership interest pursuant to this paragraph, the City requires a reasonable amount of time, which shall not be less than one hundred twenty (120) days, to make arrangements to acquire the interests and prepare to resume operations.

Company will track the capital expenditures made to the City-owned system after the effective date of this Agreement and will provide City with an annual report as to the capital improvements, in accordance with its reporting obligations set forth above. A sample copy of the form to be submitted is attached as "Exhibit F" hereto. Black Hills will provide to the City any documentation required by the IUC to substantiate and explain the classifications of projects described in Exhibit F.

- 7. <u>Customer Count.</u> As of May 30, 2024, Black Hills provides natural gas service to 1,212 residential and commercial customers connected to the portion of the Webster City system owned by the City. Black Hills provides service to 2,389 residential and commercial customers connected to the portion of the Webster City system owned by Black Hills. See "Exhibit B" for detailed identification of customers connected to the portion of the Webster City system owned by the City.
- 8. Excavations. Whenever Black Hills, in the construction or maintenance of the properties, or in the installation of any extension thereto, shall cut into or take up any pavement or shall make any excavation to any street, avenue, alley or public place, within the corporate limits of the City, it shall do so in a manner so as not to unreasonably interfere with the use of such thoroughfares by the public. Black Hills shall use such safeguards as may be reasonably necessary to prevent injuries to persons or property during construction work and, upon its completion, all pavement shall be replaced in as good condition as it was before being cut or taken up. All excavations shall be refilled and all obstructions shall be removed at the expense of Black Hills to the satisfaction of the City. In the event that Black Hills shall fail to comply with the provisions of this section after having been given reasonably explanatory and timely notice, the City may do such work as may needed to properly repair the thoroughfare, and all reasonable costs shall be promptly repaid to the City by Black Hills.

- 9. Extension, Improvements, and Additions. Any extensions, improvements, and additions (replacements excluded) to the City-owned system constructed or acquired by Black Hills of and/or to the properties, distinguishable from the properties (even though physically connected and operated in conjunction with, or as a part of the properties), shall be owned by Black Hills, without qualification or adverse claim. These extensions, improvements, and additions shall include any and all new mains, pipes and service connections installed in any street, alley or public way, or upon private property installed for the purpose of serving new and additional customers, and not in renewal or replacement of existing mains and pipes belonging to the City.
- 10. <u>Service</u>. Black Hills shall make a reasonable effort to place a drop box or make other arrangements for customers in the City to drop off their monthly gas payments at a convenient location in the City, such as a local grocery store.

Black Hills agrees to maintain a facility within the City, which, at the discretion of Black Hills, may be either a warehouse or an office at all times during the term of this Agreement. Additionally, Black Hills agrees to provide its customers access to emergency service and emergency phone or contact information of Black Hills, which is intended to be available continuously.

- 11. <u>Indemnification</u>. Black Hills shall hold the City harmless from any and all claims and actions, litigation or damage, arising out of the construction, erection, installation, maintenance or operation of the properties and any extensions, improvements, and additions thereto, or the negligence of Black Hills' employees in the operation thereof, including any court costs and reasonable attorney fees in making defense against such claims; provided however, that Black Hills shall not be liable for the negligence of the City, its employees or agents. A copy of any process served upon the City shall be served by the City upon Black Hills. Black Hills shall have the right to defend the name of the City and to employ counsel for such purpose, at Black Hills' expense. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by City or Black Hills of any applicable state limits on liability.
- 12. <u>Transportation Fee</u>. In order to provide natural gas service to customers located on City-owned portions of the distribution system, Black Hills must deliver gas through City-owned properties. Accordingly, Black Hills agrees to pay the City an annual transportation fee (the "Transportation Fee"). The initial Transportation Fee shall be in the amount of two hundred and forty-two thousand four hundred thirty-nine dollars and sixty-five cents (\$242,439.65). Payment of the initial Transportation Fee for the contract year beginning July 1, 2025 and ending June 30, 2026, plus an additional amount equal to the applicable prorated portion of the initial Transportation Fee for the period from the Effective Date (as defined herein) of this Agreement (or such earlier date if not covered by the transportation fees paid under the Prior Agreement) through June 30, 2025, shall be payable within thirty (30) days after the Effective Date for this Agreement, as provided in Section 18.

The annual Transportation Fee payment shall increase two and thirty-six hundredths percent (2.36%) per year, beginning with the Transportation Fee for the year July 1, 2026

through June 30, 2027, through the term of this Agreement and shall be paid to the City in accordance with the terms of this Agreement within thirty (30) days after July 1, 2026, and each subsequent July 1 anniversary of this Agreement thereafter.

There is one condition to Black Hills' obligation to pay, and the City's right to receive payment of, the Transportation Fee under this Agreement: Black Hills must be allowed to recover the Transportation Fee in its Purchase Gas Cost Adjustment Mechanism (the "PGA"), or some other mechanism that passes costs through to all Black Hills' Iowa customers. Black Hills agrees to include the Transportation Fee in its PGA approval application to the IUC, not to seek disallowance of the Transportation Fee, and to defend its inclusion as reasonable, prudently incurred allowable pass-through gas cost expense negotiated in an arms-length process.

If, as a result of any decision or regulation issued by the IUC or other administrative agency or a court of competent jurisdiction, Black Hills is required, either directly or indirectly, to:

- (i) discontinue or reduce payment of the Transportation Fee for any reason; or
- (ii) discontinue or reduce recovery of the Transportation Fee for any reason as a gas cost expense under its PGA or some other mechanism that passes costs through to Black Hills's Iowa customers.

then Black Hills shall immediately notify City of any such decision, regulation or other determination, adversely affecting the condition stated in this paragraph 12 and Black Hills' obligation to pay, and the City's right to receive payment of, the Transportation Fee shall terminate; then both parties will thereafter negotiate in good faith to reach a mutually acceptable agreement in respect of the Transportation Fee. If the parties cannot reach such agreement then either party may terminate this agreement upon thirty (30) days written notice.

Additionally, if, as a result of any final decision or regulation issued by the IUC or other administrative agency or a court of competent jurisdiction, after all potential appeals have been taken, the methodology of capital investment recovery (specifically, passing such capital costs through to all Black Hills' lowa customers) is determined to be unlawful, Black Hills shall immediately notify City of any such decision, regulation or other determination adversely affecting the condition stated in this paragraph 12 and Black Hills' obligation to make capital investments on behalf of the City shall terminate; then both parties will thereafter negotiate in good faith to reach a mutually acceptable agreement in respect of the Transportation Fee and provisions for capital investment on the City's system. If the parties cannot reach such agreement then either party may terminate this agreement upon one hundred twenty (120) days written notice. For avoidance of doubt, this provision does not apply to any decision, regulation or other determination regarding the prudency of Black Hills' capital investments, and Black Hills bears the sole risk and responsibility for making prudent investments on the City's distribution system.

If a proceeding is brought before the IUC or other administrative agency or a court of competent jurisdiction challenging the reasonableness or prudency of the transportation payment

or the terms and provisions of this Agreement, the City shall intervene in such proceeding and provide comments and/or testimony supporting the justness and reasonableness of the transportation payment and the terms and provisions of this agreement.

- 13. Annual Meetings. The designated representatives of the parties shall meet in Webster City annually on or around the anniversary date of this Agreement to discuss and determine Black Hills' capital expenditures related to the City-owned portion of the Webster City distribution system, the number of gas meters remaining within residences on the City-owned property, transportation information reports, and other matters pertaining to the City-owned portion of the Webster City distribution system to this Agreement, including a list of community contributions made in accordance with Paragraph 21 herein during the previous year. Any amendments or agreements reached shall be reduced to writing and signed by both parties prior to becoming effective.
- 14. <u>Authority</u>. The City expressly covenants and agrees with Black Hills that it has good and lawful title to the City-owned properties and that the same are free and clear of all liens and encumbrances of every nature whatsoever; and the City expressly covenants and agrees with and warrants to Black Hills that it has good, right, and lawful authority to enter into this Agreement and that it will not encumber or attempt to encumber or suffer or permit to be encumbered the properties or any part thereof during the life of this Agreement.
- 15. <u>Successors and Assigns</u>. This Agreement and all of its covenants and undertakings shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.
- 16. Conditions Precedent. The effectiveness of this Agreement shall be expressly subject to and conditioned upon (a) holding a public hearing in accordance with Section 364.7(1) of the Iowa Code; (b) the passage and approval of this Agreement by the City Council of the City pursuant to Section 364.7(2) of the Iowa Code following the public hearing, (c) the passage and approval by a majority of those voting for the proposed transportation, use, and enjoyment of City-owned properties by Black Hills for the term of this Agreement, pursuant to Section 388.2 of the Iowa Code; (d) the passage and approval by the City Council of the City pursuant to Section 364.2 of the Iowa Code of a new franchise ordinance that is in effect and in form and substance sufficient to authorize the operation and maintenance of the City's properties, Black Hills' properties, and construction, installation and improvement of properties owned by each ("New Franchise Ordinance") for the same duration as this use agreement, and (e) Black Hills' acceptance of the New Franchise Ordinance by written instrument.
- 17. <u>Election Materials/Costs of Election</u>. The parties agree to share equally the costs of any special election required to effectuate this Agreement.
- 18. Term. This Agreement shall become effective contemporaneously with the effective date of the New Franchise Ordinance, which date shall be no earlier than March 30, 2025, or the date on which the last of the following occurs, whichever is later: (1) immediately upon the expiration of the 2005 Agreement for the "Use of City Utility Distribution Facilities and the Transportation of Natural Gas" that is set to expire at the end of the day March 29, 2025;

- (2) following final passage and approval of this Agreement, in accordance with applicable laws and regulations; (3) upon satisfaction of all Conditions Precedent set forth in this Agreement; (4) upon satisfaction of all Conditions Precedent set forth in the New Franchise Ordinance. This Agreement will continue in effect thereafter for a period of twenty-five (25) years. provided, however, that either party may cancel this Agreement on its 8th or 16th anniversary by notifying the other party, in writing, of its decision to do so, said notification to be given not more than ninety (90) days before the 8th or 16th anniversary of this Agreement. If a party is not notified of the cancellation on either the 8th or 16th anniversary of this Agreement as provided above, then this Agreement shall continue without cancellation until the 25th year. The anniversary date shall be the date this Agreement is effective. Notice of cancellation of this Agreement shall also constitute notice of cancellation of the New Franchise Ordinance whether expressly mentioned or not. If either party gives timely notice of cancellation of this Agreement as provided herein, Black Hills' right to operate under the New Franchise Ordinance shall terminate contemporaneously with the termination of this Agreement.
- 19. Default and Dispute Resolution. If the City or Black Hills asserts that the other party is in default in the performance of any obligation hereunder, the complaining party must notify the other party in writing of the default and the desired remedy. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within thirty (30) days after the service of the notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of the mediator. If a mediator is not used or if the parties are unable to resolve the dispute within sixty (60) days after the first meeting with the mediator, either party may commence an action in District Court to interpret and enforce this Agreement or for such other relief as may be permitted by law or equity.
- 20. Right of First Refusal. Except as otherwise provided herein, all rights, privileges and authority hereby granted to Black Hills shall inure to the benefit of its successors and assigns, subject to all the terms, provisions and conditions herein contained, and all obligations hereby imposed upon Black Hills shall be binding upon its successors and assigns. No prior notice or consent of such assignment is necessary from City where such assignment or transfer is made (1) pursuant to reorganization or merger in which Black Hills or an entity controlled by Black Hills is a successor or surviving corporation, (2) where Black Hills is pledging, mortgaging, or otherwise assigning its rights hereunder as security for indebtedness, or (3) to a transferee or assignee of all of Black Hills' gas properties located in Iowa following a sale approved by the Iowa Utilities Commission.

Before Black Hills sells its rights, privileges and other assets in the City of Webster City, Iowa, as the sale of a single city natural gas distribution system, Black Hills shall provide the City with notice of such proposed sale. The City shall thereafter have a period of thirty (30) days in which to meet the price, terms and conditions of any bona fide offer which Black Hills intends to accept for the sale of the system. If the City meets the offer with the same or better terms, then Black Hills shall sell the franchise, and other natural gas facilities and equipment, of its Webster City system to the City of Webster City, Iowa.

If Black Hills sells its rights, privileges and other assets in the City of Webster City, Iowa, as part of a sale, other than a sale of a single city natural gas distribution system, then Black Hills will provide: (a) notice to the City of the proposed sale, subject to confidential protection of the terms and conditions of such sale, and (b) notice to any qualified buyer, prior to close of any proposed sale of the Webster City assets, of the City's desire to purchase the natural gas distribution system located in Webster City.

- 21. <u>Tangible Community Benefits</u>. Black Hills will continue to make contributions for economic development, safety programs and community benefits, in and for the City, and in substantially similar amounts, adjusted for inflation, as were made by Black Hills during the Prior Agreement.
- 22. Severability. If any provision of this Agreement shall for any reason be determined by—a court of competent jurisdiction (and sustained on appeal, if any) to be unenforceable by the Parties in any respect, such enforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such unenforceable provision had not been contained herein; provided however, in such event, both parties will thereafter negotiate in good faith to place the affected party in the same financial position and benefit of the bargain as if the contract provision had not been severed. If the parties can't agree upon a mutually acceptable solution to the severed provision then the affected party may terminate this agreement upon thirty (30) days written notice.
- 23. Regulatory Commission Authority. The provisions of this Agreement are subject to all valid legislation with respect to the subject matter hereof and to all present and future orders, rules, and regulations of the IUC and any other regulatory authorities having jurisdiction over the transportation of natural gas contemplated hereunder, and the construction and operation of any facilities required to deliver said natural gas. Black Hills shall have the right to make and file with any and all regulatory bodies exercising jurisdiction, now or in the future, changes in generally applicable rates and new rates or any other changes to all Black Hills' Iowa customers. For the avoidance of doubt, unless ordered by the IUC, Black Hills' service within the City shall be provided pursuant to uniformly applied rates, rate classes and terms applicable to all Black Hills' Iowa customers, and Black Hills shall not establish rates, rate classes, or terms applicable only to the City or a sub-section of the State of Iowa including the City in a manner which would shift Black Hills' costs under this Agreement to the customers in the City rather than all of Black Hills' Iowa customers.

CITY OF WEBSTER CITY, IOWA

x	By:	
	Mayor	

ATTEST:

City Clerk		

ACCEPTED BY:

BLACK HILLS ENERGY

By:

Title: VP IA & NE Gas Operations

Date of Acceptance:

WITNESS:

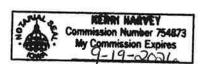


EXHIBIT LIST

Exhibit A Map

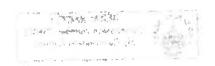
Exhibit B Meter List

Exhibit C Meter Move List – INTENTIONALLY OMITTED

Exhibit D Existing Improvements

Exhibit E Annual Usage Reports

Exhibit F Capital Additions Report



02356399\20363-013

ORDINANCE NO. 2024 - xxxx

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WEBSTER CITY, IOWA, 2019, BY REPLACING CHAPTER 24, ARTICLE III PERTAINING TO NATURAL GAS FRANCHISE, GRANTING TO BLACK HILLS/IOWA GAS UTILITY COMPANY, LLC D/B/A BLACK HILLS ENERGY, A DELAWARE LIMITED LIABILITY CORPORATION, ITS LESSEES, SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE AUTHORITY FOR A PERIOD OF TWENTY-FIVE (25) YEARS TO ERECT, MAINTAIN AND OPERATE A GAS DISTRIBUTION SYSTEM AND ANY AND ALL NECESSARY MAINS, PIPES, SERVICES AND OTHER APPURTENANCES THEREUNTO APPERTAINING, UPON, OVER, ACROSS AND ALONG THE STREETS, ALLEYS, BRIDGES AND PUBLIC PLACES OF THE CITY, AND FOR THE TRANSMISSION, TRANSPORTATION, DISTRIBUTION AND SALE OF NATURAL AND/OR MIXED GAS FOR HEATING, INDUSTRIAL AND ALL OTHER USES AND PURPOSES IN THE CITY AND FOR THE PURPOSE OF TRANSMITTING, TRANSPORTING AND CONVEYING SUCH GAS INTO, THROUGH OR BEYOND THE IMMEDIATE LIMITS OF THE CITY TO OTHER CITIES, TOWNS AND CUSTOMERS, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH THE COMPANY IS TO OPERATE.

BE IT ENACTED by the City Council of the City of Webster City, Iowa:

SECTION 1. CHAPTER MODIFIED. That Chapter 24, Article III of the Code of Ordinances of the City of Webster City, Iowa, 2019 is repealed and the following adopted in lieu thereof:

CHAPTER 24 ARTICLE III NATURAL GAS FRANCHISE

24-67 Franch	ise Granted	24-73	Supply
24-68 Use of	City-Owned Distribution System	24-74	Indemnification of City
for Tr	ansportation	24-75	Grantee Default
24-69 Excava	tions	24-76	Term, Right to Cancel and Repeal
24-70 Improv	rements	24-77	User Fee
24-71 Service	;	24-78	Conditions Precedent
24-72 Author	ity of City	24-79	Right-of-First Refusal

24-67 FRANCHISE GRANTED. That Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy, a Delaware limited liability corporation, its lessees, successors and assigns, hereinafter referred to as "Grantee," be and are hereby granted a nonexclusive authority for a period of twenty-five (25) years to erect, construct, maintain and operate a gas distribution system and any and all necessary mains, pipes, services and other appurtenances and equipment thereunto appertaining in, upon, over, across and along the present and future streets, alleys, bridges and public places in the City of Webster City, Iowa, for the transmission, distribution and sale of natural and/or mixed gas for heating, industrial and all other uses and purposes in the City and for the

purpose of transmitting, transporting and conveying such gas into, through or beyond the immediate limits of the City to other cities, towns and customers.

24-68 USE OF CITY-OWNED GAS DISTRIBUTION SYSTEM FOR TRANSPORTATION. This franchise shall include the right of the Grantee to use, transport, and sell natural and/or mixed gas over that portion of the gas distribution system owned by the City of Webster City, Iowa, for heating, industrial and all other uses and purposes for a period of twenty-five (25) years under the terms and conditions as set forth by a separate agreement between the Grantee and the City of Webster City, Iowa.

24-69 EXCAVATIONS. Whenever Grantee, in the construction or maintenance of its system or in the installation of any extension thereto, shall cut into or take up any pavement or shall make any excavation in any street, avenue, alley or public place within the corporate limits of the City of Webster City, Iowa, the same shall be done in a manner so as not to unreasonably interfere with the use of such thoroughfares by the public. Grantee shall use such safeguards as may be reasonably necessary to prevent injury to persons or property during such construction work, and upon its completion, all pavement shall be replaced in as good condition as it was before taken up. All excavation shall be refilled and all obstructions shall be removed at the expense of the Grantee and to the satisfaction of the City. In the event that the Grantee shall fail to comply with the provisions of this section after having been given reasonable notice, the City may do such work as may be needed to properly repair said thoroughfare and the cost thereof shall be repaid to the City by the Grantee.

<u>24-70 IMPROVEMENTS.</u> Grantee, in constructing and maintaining its gas distribution system, and in entering and using the streets, highways, avenues, alleys and public places in the City of Webster City, Iowa, and in laying and installing its mains, services, piping, and related appurtenances and equipment, shall not in any manner interfere with or injure any improvements which the City now has, or may hereafter have, upon any of its streets, alleys, highways or public places. In the event a natural gas line interferes with an existing or future public project, then that line shall be relocated at the reasonable expense of the Grantee.

If City elects to change the grade of or otherwise alter any street, alley, highway, avenue, bridge, public right-of-way or public place for a public purpose, Grantee, upon reasonable notice from City, shall remove and relocate its facilities or equipment, at the cost and expense of Grantee, if such removal is necessary to prevent interference.

If City orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, and such removal is necessary to prevent interference, then Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment.

City shall consider reasonable alternatives in designing its public works projects and exercising its authority under this section so as not to arbitrarily cause Grantee unreasonable additional expense. If alternative public right-of-way space is available, City shall also provide a reasonable alternative location for Grantee's facilities. City shall give Grantee reasonable written notice of an order or request to vacate a public right-of-way.

The City will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affects Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements, and the time when the City will start the work, and, if more than one right-of-way is involved, the order in which the work is to proceed. The notice shall be given to the Grantee as soon as reasonably practical in advance of the actual commencement of the work, considering seasonable working conditions, to permit the Grantee to make any additions, alterations, or repairs to its facilities.

Failure by Grantee to relocate said natural gas lines within a reasonable time of notice of the necessity to relocate being provided by the City, may result in City undertaking said relocation and/or the City incurring additional costs related to said delay by Grantee to relocate within a reasonable time. These costs, including the City's costs in relocating said natural gas lines and/or the City's additional costs for said delay/failure, shall be assessed to Grantee and Grantee shall immediately reimburse City for said additional costs.

<u>24-71 SERVICE</u>. Grantee agrees for and on behalf of itself, its lessees, successors and assigns, that for and during the term and period of this grant it will maintain in the City an adequate, modern, standard and sufficient gas system and equipment and will maintain and operate the same in a modern and adequate fashion. Grantee will provide safe, reliable service in a reasonable and prudent manner in conformance with industry standards.

Grantee will, from time to time during the term of this Ordinance, make such enlargements and extensions of its distribution system as the business of the Grantee and the growth of the City justify, in accordance with its Rules and Regulations relating to customer connections and main and service line extensions currently in effect and on file from time to time with the Iowa Utilities Commission or other competent authority having jurisdiction in the premises; provided, however, that no obligation shall extend to, or be binding upon the Grantee to construct or extend its mains or furnish natural gas or natural gas service within the City if Grantee is, for any reason, unable to obtain delivery of natural gas at or near the corporate limits of the City or an adequate supply thereof to warrant the construction or extension of its mains for the furnishing of such natural gas or gas service; provided, further, than when the amount of natural gas supplied to Grantee at or near the limits of the City is insufficient to meet the additional firm requirements of connected or new customers, Grantee shall have the right to prescribe reasonable rules and regulations for allocating the available supply of natural gas for such additional firm requirements to residential, commercial and industrial consumers, in that order of priority.

Black Hills shall make a reasonable effort to place a drop box or make other arrangements for customers in the City to drop off their monthly gas payments at a convenient location in the City, such as a local grocery store.

<u>24-72 AUTHORITY OF CITY.</u> Grantee agrees for and on behalf of itself, its lessees, successors, and assigns, that all authority and rights in this Ordinance contained shall at all times be subject to all rights, power and authority now and hereafter possessed by the City of Webster City, Iowa, to regulate the manner in which Grantee shall use the streets, alleys, bridges and public places of

the City and concerning the manner in which Grantee shall use and enjoy the franchise herein granted.

<u>24-73 SUPPLY.</u> Grantee shall, at all times, maintain an adequate supply of clean, standard gas with a British Thermal Unit heating value of not less than that prescribed in its Rules and Regulations relating thereto in effect and on file from time to time with the Iowa Utilities Commission or other competent authority having jurisdiction in the premises.

<u>24-74 INDEMNIFICATION OF CITY.</u> Grantee shall hold the City harmless from any and all claims and actions, litigation or damage, arising out of the passage of this Ordinance, out of the construction, erection, installation, maintenance and operation of its properties, operated by authority of this Ordinance within the corporate limits of the City of Webster City, Iowa, or the negligence of its employees in the operation thereof, including the court costs and reasonable attorney fees in making defense against such claims; provided, however, that Grantee shall not be liable for the negligence of the City, its employees or agents. A copy of any process served upon the city shall be served by the City upon the Grantee. The Grantee shall have the right to defend in the name of the City and to employ counsel for such purpose. No provision of this Ordinance is intended, or shall be construed, to be a waiver for any purpose of any applicable state limits in liability.

24-75 GRANTEE DEFAULT. In case of failure by the Grantee to comply with any of the provisions of this Ordinance, or if the Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this Ordinance, the Grantee shall forfeit all rights and privileges granted by this Ordinance and all rights hereunder shall terminate, provided that said termination shall not take effect until the City of Webster City, Iowa shall carry out proceedings in accordance with the following. Before the City of Webster City, Iowa proceeds to cancel this Ordinance, it shall first serve a written notice upon the Grantee setting forth in detail in such notice the alleged neglect or failure complained of, and the Grantee shall have thirty (30) days thereafter in which to comply with the conditions of this grant and privilege. If at the end of such period the City of Webster City, Iowa deems that the conditions have not been complied with and that this Ordinance is subject to repeal by reasons thereof, the City of Webster City, Iowa shall enact a repealing ordinance setting out the grounds upon which said grant and privilege is to be canceled or terminated. If within thirty (30) days after the effective date of said repealing ordinance, the Grantee shall not have instituted an action in any court of competent jurisdiction to determine whether the Grantee has violated the terms of this Ordinance, this Ordinance shall be canceled. If within such thirty (30) day period the Grantee does institute an action as above provided to determine whether or not the Grantee has violated the terms of this Ordinance and prosecutes such action to final judgment with due diligence, then, in that event, if the court finds that this Ordinance is subject to cancellation by reason of the violation of its terms, then this Ordinance shall terminate thirty (30) days after such final judgment is rendered.

<u>24-76 TERM, RIGHT TO CANCEL AND REPEAL.</u> The right and authority granted herein shall be nonexclusive and shall continue for a period of twenty-five (25) years from and after the effective date of this Ordinance.; provided, however, either party may cancel this franchise on the eighth (8th) or sixteenth (16th) anniversary of this Ordinance by notifying the other party in writing of its desire to do so, said notification to be given not more than ninety (90) days before the 8th or

16th anniversary respectively, of this Ordinance. If either party is not notified of cancellation on either the 8th or 16th anniversary of this Ordinance, then this franchise shall continue without cancellation or repeal until the twenty-fifth (25th) year. The anniversary date shall be the date this franchise is accepted by Grantee or otherwise effective by operation of law.

<u>24-77 USER FEE.</u> That a fee may be imposed by the City on all gas sales and related services within the City in lieu of local sales and service tax adopted by any governmental authority authorized to do so pursuant to Section 423B.5 of the Iowa Code. Any such fee imposed shall be directly charged to customers. The City Council may, in its discretion after a public hearing and upon an affirmative vote of the members of the Council, impose a franchise fee not to exceed 5% of the gross revenue of Grantee generated from all gas sales within the City; provided, however, that the fee shall not be effective against Grantee unless and until the City imposes a fee or tax of the same percentage on the gross revenue of gas sales within the City by all other gas suppliers with which the City has an effective franchise ordinance allowing such fee. Any such franchise fee imposed shall be a direct charge to customers as required by the Iowa Utilities Commission, and any such franchise fee shall be in compliance with applicable state law and in compliance with applicable Iowa Utilities Commission rules and regulations.

<u>24-78 CONDITIONS PRECEDENT</u>. The effectiveness of this Ordinance shall be expressly subject to and conditioned upon: (a) the passage and approval by the City Council of the City pursuant to Section 364.2 of the Iowa Code of this Ordinance for the same duration as a successor use agreement to the 2005 "Agreement for the Use of City Utility Distribution Facilities and Transportation of Natural Gas" ("Successor Use Agreement"); (b) Grantee's acceptance of this Ordinance by written instrument; and (c) the existence of a valid Successor Use Agreement between the City and Grantee that is in effect for the same duration as this Ordinance and which has been approved by a majority of the qualified voters of the City of Webster City, voting in an election called for the purpose of voting thereon, pursuant to Iowa Code section 388.2.

24-79 RIGHT-OF-FIRST REFUSAL. Except as provided below, all rights, privileges and authority hereby granted to Grantee shall inure to the benefit of its successors and assigns, subject to all the terms, provisions and conditions herein contained, and all obligations hereby imposed upon Grantee shall be binding upon its successors and assigns. No prior notice or consent of such assignment is necessary from City where such assignment or transfer is made (1) pursuant to reorganization or merger in which Grantee or entity controlled by Grantee is a successor or surviving corporation, (2) where Grantee is pledging, mortgaging, or otherwise assigning its rights hereunder as security for indebtedness, or (3) to a transferee or assignee of all of Grantee's gas properties located in Iowa following a sale approved by the Iowa Utilities Commission.

Before Grantee sells its rights, privileges and other assets in the City of Webster City, Iowa, as the sale of a single city natural gas distribution system, Grantee shall provide the City with notice of such proposed sale. The City shall thereafter have a period of thirty (30) days in which to meet the price, terms and conditions of any bona fide offer which Grantee intends to accept for the sale of the system. If the City meets the offer with the same or better terms, then Grantee shall sell the franchise, and other natural gas facilities and equipment, of its Webster City system to the City of Webster City, Iowa.

If Grantee sells its rights, privileges and other assets in the City of Webster City, Iowa, as part of a sale, other than a sale of a single city natural gas distribution system, then Grantee will provide: (a) notice to the City of the proposed sale, subject to confidential protection of the terms and conditions of such sale, and (b) notice to any qualified buyer, prior to close of any proposed sale of the Webster City assets, of the City's desire to purchase the natural gas distribution system located in Webster City.

All successors, assigns, and purchasers shall be subject to the terms of the Successor Use Agreement and be made a party thereto. Failure to bind a successor, assign, and/or purchaser to the Successor Use Agreement shall render the succession, assignment, transfer, and/or sale null and void.

Before the City sells its rights, privileges and other assets of its Gas Distribution Properties located within the City of Webster City, Iowa, either as a whole or in part, the City shall provide Grantee with notice of such intention for the proposed sale and Grantee shall thereafter have a period of thirty (30) days in which to meet the price, terms and conditions of any bona fide offer which City intends to accept for the sale of the system. If the Grantee meets the offer with the same or better terms, then the City shall sell the system to the Grantee.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. EFFECTIVE DATE AND ACCEPTANCE. This Ordinance shall become effective contemporaneously with the effective date of the Successor Use Agreement between the City and Grantee, which date shall be no earlier than March 30, 2025, or the date on which the last of the following occurs, whichever is later: (1) immediately upon the expiration of the 2005 "Agreement for the Use of City Utility Distribution Facilities and the Transportation of Natural Gas" that is set to expire at the end of the day March 29, 2025; (2) following final passage and approval of the Ordinance by the City, in accordance with applicable laws and regulations, and upon Grantee's acceptance by written instrument within thirty (30) days of passage by the City Council and filing with the City Clerk; (3) satisfaction of all Conditions Precedent set forth in this Ordinance; and (4) satisfaction of all Conditions Precedent set forth in the Successor Use Agreement. Upon the effective date of this Ordinance, all prior gas franchises granted by the City to Grantee are hereby repealed and all other ordinances or parts of ordinances in conflict herewith are also hereby repealed.

First Reading Passed:	
Second Reading Passed:	
Second Reading suspended by	motion on:
Third Reading Passed:	<u> </u>
Third Reading suspended by n	notion on:

Passed and adopted this day of	·
	CITY OF WEBSTER CITY, IOWA
	John Hawkins, Mayor
ATTEST: Karyl K. Bonjour, City Clerk	



MEMORANDUM

TO: Mayor and Council

FROM: Adam Dickinson, Line Department Superintendent

John Harrenstein, City Manager

DATE: October 21, 2024

RE: Request to purchase a new Vacuum Excavator

SUMMARY: The Line Department is requesting permission to replace our current 2019 McLaughlin vacuum excavator with a 2025 Vermeer Model VX50 being purchased from Vermeer in the amount of \$74,842 plus tax.

PREVIOUS COUNCIL ACTION: City Council approved the budgeted amount of \$165,000 to purchase a new VAC-System in the FY2024/25 Capital Equipment Plan.

BACKGROUND/DISCUSSION: Hydro Excavation is the process of removing with pressurized water. An air conveyance or vacuum is then used to transfer the soil or debris to a debris tank. This allows for a non-destructive and more accurate way to excavate soil and locate underground utilities.

We received 3 separate quotes; 2 different models from Vermeer and one from NW Hydrovac

• Vermeer VX50 Series:

Basic unit \$123,622.00 + miscellaneous charges \$1,250 - trade \$50,000.00 = **\$74,872.00 + tax**

• Vermeer LP SD Traile Series:

Basic unit \$135,477.98 + miscellaneous charges \$1,250 - trade \$50,000.00 = **\$86,727.98 + tax**

• NW Hydrovac Corp: Ring-O-Matic 550 JetVac

Basic unit \$125,895.00. + additional options needed \$9,507.40 = **\$144,880.58 + freight**

FINANCIAL IMPLICATIONS: Our current unit is 5 years old and is starting to experience some mechanical issues. We have already replaced multiple valves & gaskets. Our current 2019 unit was purchased from Vermeer in November 2018 for \$57,575.00 after trading in a 2008 Ditch Witch unit. The Vermeer dealer is giving us a great trade in value (\$50,000) for our current unit.

The Vermeer VX50 unit that we would like to purchase from Vermeer will have a 6-way Hydraulic Boom and Hydraulic rotation. The hydraulic rotation is much easier for our employees to maneuver, which aids in the risk of shoulder injury. Not only is this unit used by the Line Department to expose underground utilities without the risk of damage to the wire or pipes, our Street Department has benefited from a VAC unit as well. The Street Department can use this unit for cleaning intakes, water valve shut offs, and water main repairs just to name a few.

RECOMMENDATION: Authorize the City Manager to execute all documents on behalf of the Line Department to purchase the Vermeer VX50 Series Vacuum Excavator from Vermeer for \$74,842.00 + tax.

RESOLUTION NO. 2024 - xxx RESOLUTION APPROVING THE PURCHASE OF 2025 VERMEER VX50 SERIES VACUUM EXCAVATOR FOR THE CITY OF WEBSTER CITY LINE DEPARTMENT

WHEREAS, the City Council previously approved a budgeted amount of \$165,000.00 in the FY2024/25 Capital Equipment Plan for the purchase of a new vacuum excavation system; and

WHEREAS, hydro excavation is a critical process that allows for non-destructive and accurate excavation of soil, enabling the safe location of underground utilities and aiding other departments such as the Street Department with tasks like cleaning intakes, water valve shut-offs, and water main repairs; and

WHEREAS, the Line Department's current 2019 McLaughlin vacuum excavator is experiencing mechanical issues after five years of service, and multiple repairs have already been made, including replacing valves and gaskets; and

WHEREAS, Vermeer has offered a favorable trade-in value of \$50,000.00 for the 2019 unit, reducing the cost of a new 2025 Vermeer VX50 Series vacuum excavator to \$74,842.00 plus tax; and

WHEREAS, the Line Department received three quotes for the replacement vacuum excavator, with Vermeer offering the most suitable option, including a 6-way Hydraulic Boom and Hydraulic Rotation, which will reduce physical strain on employees and increase operational efficiency;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Webster City that the purchase of a 2025 Vermeer VX50 Series vacuum excavator from Vermeer in the amount of \$74,842.00 plus tax is hereby approved; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute all necessary documents on behalf of the City of Webster City Line Department to complete the purchase of the equipment.

	Passed and adopted this 21st day of Oct	ober, 2024.	
		CITY OF WEBSTER CITY	
		John Hawkins, Mayor	
ATTEST:			
	Karyl K. Bonjour, City Clerk		



Pella

Marcus Tipton 861 Hwy T14 4858 D Ave, 101 Commerce Blv Pella, IA 50219 Marcus, IA 51035 Tipton, IA 52772 (641) 628-2000 (712) 376-2310 (563) 886-2444

Glenwood 101 Commerce Blvd. 22025 221st St. Das Moines 6678 NE 14th St.

Charles City 1107 S. Grand Ave Glenwood, IA 51534 Des Molnes, IA 50313 Charles City, IA 50616 (712) 302-9100 (515) 706-2500 (515) 832-0600

Ship To: CITY OF WEBSTER CITY

MUNICIPAL BLDG PO BOX 217

WEBSTER CITY, IA 50595

Invoice To: CITY OF WEBSTER CITY

MUNICIPAL BLDG PO BOX 217

WEBSTER CITY IA 50595

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EQUIPMENT ESTIMATE - NOT AN INVOICE

Description

** Q U O T E **

EXPIRY DATE: 10/16/2024

Amount

New VERMEER VX50 Series VX50-500 GAL BOOM W/ 2X125 GAL WATER

123622.00

****INCLUDING THE FOLLOWING OPTIONS****

VX502040 VX50 BOOM -4 HYD. ROTATION

VX503520 VX50 HYD JACK BOOM MACHINE

VX504831 VX50 HOTBOX 300K BTU

Serial #: 7HW419XMKG005024

VX504841 VX50 500 GAL WATER RECIRCULATION

Sale # 01 Subtotal:

Total: 123622.00

Trade Ins

========

1200 VX50 HOT BOX HYDRAULIC JACK HOT BOX

50000.00-

123622.00

Miscellaneous Charges/Credits

FREIGHT PREP

Qty:

1 Price:

1000.00

1000.00

250.00

250.00

Trade In Total:

Miscellaneous Charges/Credits Total:

50000.00-1250.00

Authorization: __

Subtotal:

74872.00

Quote Total:

74872.00

EQUIPPED TO DO MORE."



Pella 861 Hwy T14 Pella, IA 50219

Магсиз 4858 D Ave, Marcus, IA 51035 (641) 628-2000 (712) 376-2310 (563) 886-2444

101 Commerce Blvd. 22025 221st St. Tipton, IA 52772 Glenwood, IA 51534 (712) 302-9100

6678 NE 14th St. Des Moines, IA 50313 (515) 706-2500

Charles City 1107 S. Grand Ave Charles City, IA 50616 (515) 832-0600

Ship To: CITY OF WEBSTER CITY

MUNICIPAL BLDG PO BOX 217

WEBSTER CITY, IA 50595

Invoice To: CITY OF WEBSTER CITY

MUNICIPAL BLDG PO BOX 217

WEBSTER CITY IA 50595

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EQUIPMENT ESTIMATE - NOT AN INVOICE

Description

** Q U O T E **

EXPIRY DATE: 10/23/2024

Amount

New VERMEER LP SD Traile LP573SDT HVY W/ BOOM, 14K GVWR

135477.98

****INCLUDING THE FOLLOWING OPTIONS****

LP573SDT HVY W/ BOOM, 14K GVWR

YANMAR 49 HP EFI DIESEL ENGINE, HOT BOX OR BOOM

HYDRAULIC JACK

4 HOSE AND TOOLING FOR BOOM UNITS

INTERNAL TANK WASH-OUT 500 GAL

150 GAL WATER TANK SHT PACKAGE

DIESEL HOT BOX W/ RECIRCULATION KIT- 172K BTUS

RECIRCULATION KIT

Sale # 01 Subtotal:

135477.98

Total:

135477.98

Trade Ins

Serial #: 7HW4192M4KG005024

50000.00-

1200 HOURS VX50-500 BOOM HYDRAULIC JACK HOT BOX

Miscellaneous Charges/Credits

FREIGHT

Qty:

1 Price:

1000.00

1000.00

250.00

PREP

250.00

Trade In Total:

50000.00-

Miscellaneous Charges/Credits Total:

1250.00

Subtotal:

86727.98

Authorization: _

Quote Total:

86727.98

EQUIPPED TO **DO MORE**.



Quote

Quote # 145

Date: Sept 11, 2024

To City of Webster City Webster City 400 2nd St, Webster City, Iowa 50595

Comment

Ring-O-Matic 550JetVac

Quantity	Description	Unit Price	Amount
1	2024 Ring-O-Matic 550JetVac W/hydraulic boom	125895.00	125895.00
1	500gal debris 200gallon fresh water	0.00	0.00
1	1,000cfm 4" hose and camlocks	0.00	0.00
1	Hydraulic 12k tongue jack	3164.00	3164.00
1	Water recircualtion kit standard	0.00	0.00
1	200K diesel fired hot water burner	6343.40	6343.40
		-	The state of the s

Subtotal			135402.41
Sales Tax	7	%	9478.17
Shipping & I	Hand	ling	TBD
Total Due			144880.58

Make all checks payable to Company Name.

Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

Thank you for your business!



Pella Branch 661 Hwy T14 Pella, IA 50219 (641) 628-2000 Marcus Branch 4858 D Ave. Marcus, IA 51035 (712) 376-2310 **Tipton Branch** 101 Commerce Blvd. Tipton, IA 52772 (563) 886-2444 Glenwood Branch 22025 221st St Glenwood, IA 51534 (712) 302-9100 Des Moines Branch 6678 NE 14th St. Des Moines, IA 50313 (641) 628-2000

WWW.VERMEERIOWA.COM | PELLA.IA@VERMEERIOWA.COM

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Sales Tax Number -

Sub Total

0.00

57,575.00

REMIT TO:

Vermeer Sales and Service Inc. P.O. Box 168 Pella, IA 50219

Total Invoice
Due By:
11/30/18

57,575.00



MEMORANDUM

TO: Mayor and City Council

FROM: Ariel Bertran, Community Development Director

DATE: October 21, 2024

RE: Plat of Minor Subdivision – Lockwood Estates Addition

SUMMARY: The Plat of Minor Subdivision Lockwood Estates Addition was submitted in August. It has been reviewed by City Staff and utility companies. The Planning & Zoning commission recommended approval of said plat at their October 14, 2024, meeting.

PREVIOUS COUNCIL ACTION: The Council approves all minor subdivision plats via a resolution. This is necessary before the plat can be recorded at the Courthouse. The City then recognizes it as a bona fide subdivision.

BACKGROUND/DISCUSSION: This property is located on Lockwood Avenue within the City's two-mile jurisdiction and zoned Agricultural. The use is appropriate for the current zoning. Dalene Schlitter, is the property owner and is going to subdivide the land that hosts a single dwelling home and outbuildings from the remainder of the farm land and sell the homestead. The plat has been reviewed by staff and utility companies and no corrections were needed. The City Attorney has reviewed all accompanying documents. The Planning and Zoning Commission have recommended approval of the Minor Subdivision.

FINANCIAL IMPLICATIONS: There are no financial implications to the City.

RECOMMENDATION: Recommend City Council to approve the Minor Subdivision – Lockwood Esates Addition via the attached resolution.





RESOLUTION NO. 2024 - xxx

RESOLUTION ACCEPTING AND APPROVING THE MINOR SUBDIVISION PLAT OF LOCKWOOD ESTATES ADDITION, HAMILTON COUNTY, IOWA

WHEREAS, the Minor Subdivision Plat of Lockwood Estates Addition, Hamilton County Iowa, was filed on August 12, 2024, said plat being of the following described real estate, to wit:

A PARCEL OF LAND LOCATED IN THE W1/2 OF THE SW1/4 OF SECTION 10, TOWNSHIP 88 NORTH, RANGE 25 WEST OF THE 5TH P.M., HAMILTON COUNTY, IOWA DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 01°07'25" WEST 2463.31 FEET ON THE WEST LINE OF THE SW1/4 OF SAID SECTION 10 TO A POINT ON THE SOUTH ROAD RIGHT-OF-WAY LINE OF U.S. HIGHWAY 20; THENCE NORTH 89°59'51" EAST 1311.51 FEET ON SAID SOUTH LINE TO A POINT ON THE EAST LINE OF THE W1/2 OF THE SW1/4 OF SAID SECTION 10; THENCE SOUTH 01°09'29" EAST 2472.71 FEET TO THE SOUTHEAST CORNER OF THE SW1/4 OF THE SW1/4 OF SAID SECTION 10; THENCE NORTH 89°35'38" WEST 1313.21 FEET ON THE SOUTH LINE OF THE SW1/4 OF THE SW1/4 OF SAID SECTION 10 TO THE POINT OF BEGINNING, CONTAINING 74.33 ACRES, INCLUSIVE OF A PUBLIC ROADWAY EASEMENT OF 10.73 ACRES AND IS SUBJECT TO ANY AND ALL OTHER EASEMENTS, BE THEY OF RECORD OR NOT.

FOR THIS SURVEY THE WEST LINE OF THE SW1/4 OF SAID SECTION 10 WAS ASSUMED TO BEAR NORTH 01°07'25" WEST.

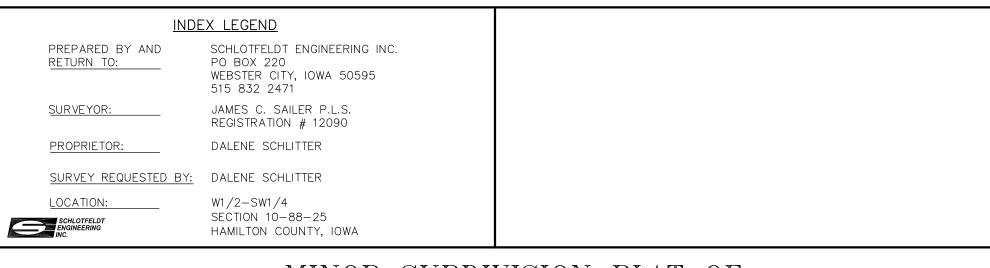
WHEREAS, said Plat has heretofore been presented to the City Planning & Zoning Commission and recommended for approval by the City Planning & Zoning Commission on October 14, 2024; and

WHEREAS, said plat appears to be in proper form and said plat should be approved; and

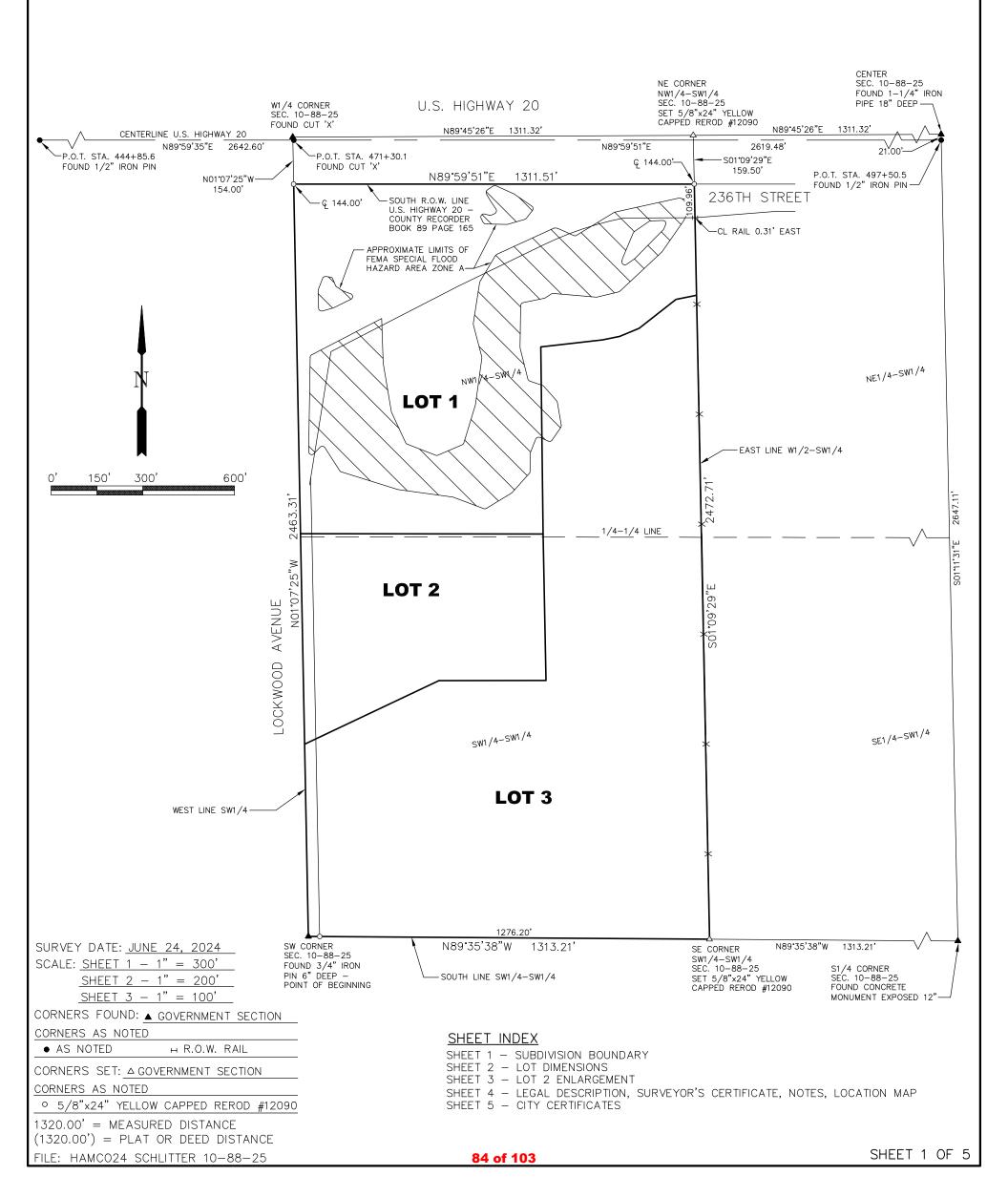
NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Webster City, Iowa, that the Minor Subdivision Plat of Lockwood Estates Addition, Hamilton County, Iowa, is hereby approved.

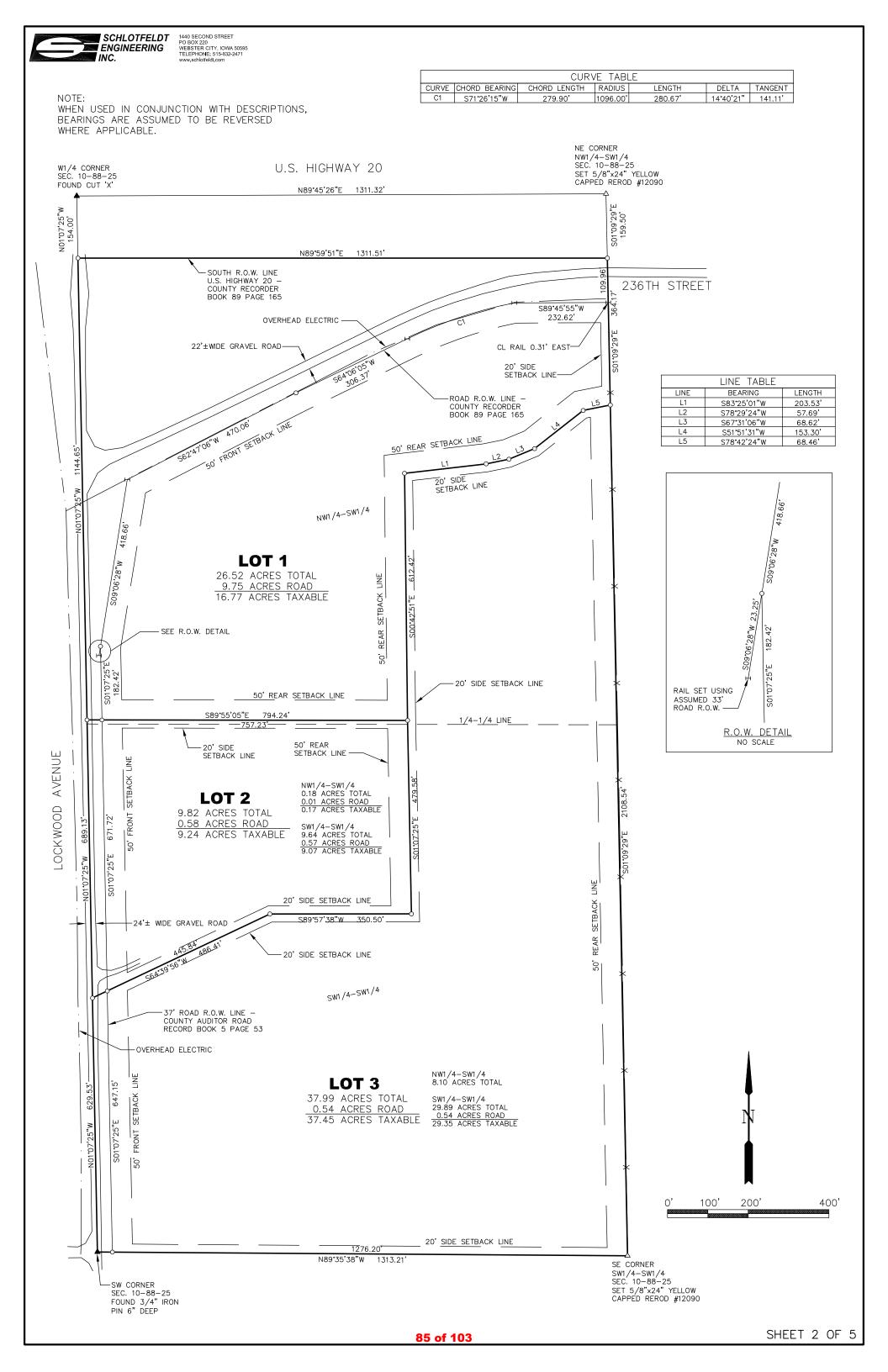
Passed and adopted this 21st day of October, 2024.

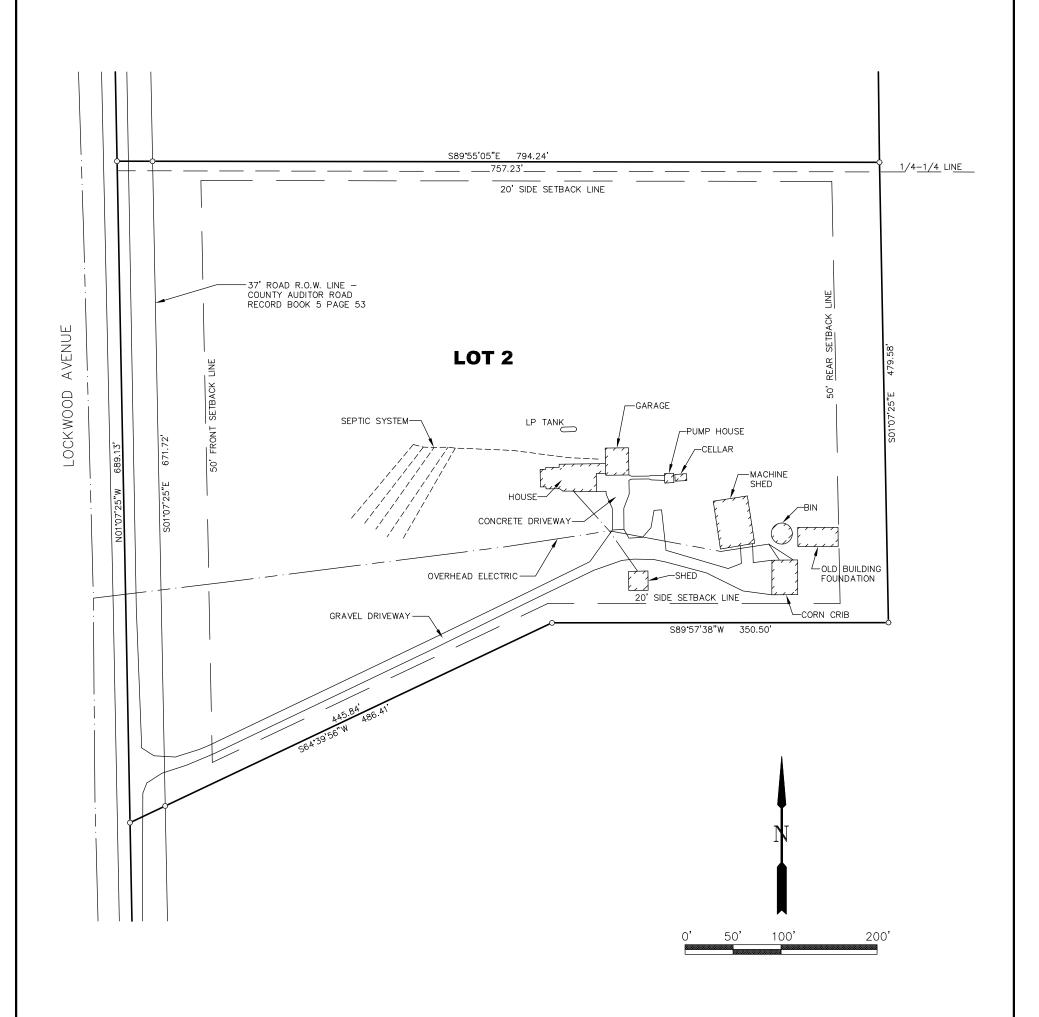
	CITY OF WEBSTER CITY, IOWA
	John Hawkins, Mayor
ATTEST:	
Karyl K. Bonjour, City Clerk	



MINOR SUBDIVISION PLAT OF LOCKWOOD ESTATES ADDITION HAMILTON COUNTY, IOWA







LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE W1/2 OF THE SW1/4 OF SECTION 10, TOWNSHIP 88 NORTH, RANGE 25 WEST OF THE 5TH P.M., HAMILTON COUNTY, IOWA DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 01°07'25" WEST 2463.31 FEET ON THE WEST LINE OF THE SW1/4 OF SAID SECTION 10 TO A POINT ON THE SOUTH ROAD RIGHT-OF-WAY LINE OF U.S. HIGHWAY 20; THENCE NORTH 89°59'51" EAST 1311.51 FEET ON SAID SOUTH LINE TO A POINT ON THE EAST LINE OF THE W1/2 OF THE SW1/4 OF SAID SECTION 10; THENCE SOUTH 01'09'29" EAST 2472.71 FEET TO THE SOUTHEAST CORNER OF THE SW1/4 OF THE SW1/4 OF SAID SECTION 10; THENCE NORTH 89°35'38" WEST 1313.21 FEET ON THE SOUTH LINE OF THE SW1/4 OF THE SW1/4 OF SAID SECTION 10 TO THE POINT OF BEGINNING, CONTAINING 74.33 ACRES, INCLUSIVE OF A PUBLIC ROADWAY EASEMENT OF 10.73 ACRES AND IS SUBJECT TO ANY AND ALL OTHER EASEMENTS, BE THEY OF RECORD OR NOT.

FOR THIS SURVEY THE WEST LINE OF THE SW1/4 OF SAID SECTION 10 WAS ASSUMED TO BEAR NORTH 01°07'25" WEST.

SURVEYOR'S CERTIFICATE

I, JAMES C. SAILER, A DULY LICENSED LAND SURVEYOR UNDER THE PROVISIONS OF THE LAWS OF THE STATE OF IOWA, HOLDING CERTIFICATE NO. 12090, DO HEREBY CERTIFY THAT THIS PLAT KNOWN AS "LOCKWOOD ESTATES ADDITION", A MINOR SUBDIVISION TO HAMILTON COUNTY, IOWA, IS A TRUE REPRESENTATION OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THE SAME IS LOCATED UPON AND COMPRISES THE WHOLE OF THE DESCRIBED PROPERTY. I DO HEREBY CERTIFY THAT THERE ARE CONTAINED IN SAID DESCRIPTION THE LOTS AS DESCRIBED IN THE SUBDIVISION PLATTED; THAT THE LOTS ARE OF THE DIMENSIONS, NUMBERS, NAMES, AND LOCATIONS AS SHOWN ON SAID PLAT, AND THAT IRON STAKES ARE DRIVEN AT EACH CORNER OF EVERY LOT OF SAID SUBDIVISION.

DATED:			
JAMES C. SAILER	IOWA 12090		
	DATE IS DECEMBER 31, 2024 RED BY THIS CERTIFICATION :	THROUGH	4

NOTES

TOTAL ACRES: 74.33 INCLUDING R.O.W. TOTAL NUMBER OF LOTS: 3

MINIMUM LOT SIZE: 9.82 ACRES INCLUDING R.O.W.

AVERAGE LOT SIZE: 24.78 ACRES INCLUDING R.O.W. MAXIMUM LOT SIZE: 37.99 ACRES INCLUDING R.O.W.

OWNER & DEVELOPER: DALENE SCHLITTER

2390 LOCKWOOD AVENUE WEBSTER CITY, IA 50595

SURVEYOR: JAMES C. SAILER P.L.S. #12090

SCHLOTFELDT ENGINEERING, INC.

ZONING: A-1 AGRICULTURAL

MINIMUM SETBACK REQUIREMENTS:

FRONT: 50 FEET REAR: 50 FEET SIDES: 20 FEET

FLOOD ZONE:

BY GRAPHIC PLOTTING ONLY, AS PER FIRM NUMBER 19079C0160D, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019, A PORTION OF THIS PROPERTY IS LOCATED IN SPECIAL FLOOD HAZARD AREA ZONE A - SEE SHEET 1 FOR LIMITS.

THIS MINOR SUBDIVISION IS NOT WITHIN THE LIMITS OF AIRPORT ZONING PER FAR PART 77 SURFACES MAP.

THE ERROR OF CLOSURE OF THE MINOR SUBDIVISION PLAT DOES MEET OR EXCEED THE REQUIREMENTS OF THE CODE OF IOWA.

THIS MINOR SUBDIVISION IS NOT LOCATED WITHIN ONE MILE OF CITY WATER.

THIS MINOR SUBDIVISION IS NOT LOCATED WITHIN ONE MILE OF CITY SANITARY SEWER.

PROPERTY ADDRESS: 2390 LOCKWOOD AVENUE, WEBSTER CITY, IA 50595 (LOT 2)

THIS MINOR SUBDIVISION HAS DIRECT ACCESS TO LOCKWOOD AVENUE AND 236TH STREET.

DATE OF FIELD WORK: JUNE 12, 2024.

GENERAL LOCATION MAP NOT TO SCALE 36 31 35 220TH ST 220TH ST **PROPERTY** 5 AVE LOCATION 225TH ST 225TH ST 230TH ST 230TH ST 10 12 238TH ST `240TH ST OLSEN AVE LOCKWOOD 245TH ST 15 14 INKPADÓTA AVE 13 18 250TH SŤ 250TH ST BRIGGS WOOD TRAIL AVE \mathbb{Q} KANTOR 22 190 20 R38 24 258TH ST 23 21 SHEET 4 OF 5 87 of 103

CERTIFICATE OF PLANNING AND ZONING COMMISSION

I, STEVEN J. STRUCHEN, DO HEREBY CERTIFY THAT I AM THE C COMMISSION OF THE CITY OF WEBSTER CITY, IOWA, AND I DO FU ZONING COMMISSION DID TAKE UNDER ADVISEMENT THE MINOR S IN HAMILTON COUNTY, IOWA, AND THAT SAID PLANNING AND ZO , 2024, APPROVE THE SAME AND DOES FURTH OF WEBSTER CITY, IOWA, THE ACCEPTANCE AND APPROVAL OF	JRTHER CERTIFY THAT THE SAID PLANNING AND SUBDIVISION PLAT OF LOCKWOOD ESTATES ADDITION INING COMMISSION DID ON THE DAY OF HER RECOMMEND TO THE CITY COUNCIL OF THE CITY
DATED THIS, DAY OF, 2024.	
	STEVEN J. STRUCHEN, CHAIRMAN PLANNING AND ZONING COMMISSION WEBSTER CITY, IOWA
STATE OF IOWA, HAMILTON COUNTY	
ON THIS DAY OF, 2024, BEFORE MEFOR THE COUNTY OF HAMILTON, STATE OF IOWA, PERSONALLY ABE THE IDENTICAL PERSON NAMED IN AND WHO EXECUTED THE THEY EXECUTED THE SAME AS THEIR VOLUNTARY ACT AND DEE	APPEARED STEVEN J. STRUCHEN, TO ME KNOWN TO FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT
	NOTARY PUBLIC IN AND FOR THE COUNTY OF HAMILTON, STATE OF IOWA
CERTIFICATE OF CI	TY OLERK
I, KARYL K. BONJOUR, CITY CLERK OF THE CITY OF WEBSTER COUNCIL OF THE CITY OF WEBSTER CITY, IOWA, DID ADOPT A ROUCKWOOD ESTATES ADDITION IN HAMILTON COUNTY, IOWA. SOUNCIL OF SAID CITY ON THE DAY OFSAID CITY ON SAID DATE. THE FULL, TRUE, AND COMPLETE RESAID CITY CLERK.	TTY, IOWA, DO HEREBY CERTIFY THAT THE CITY ESOLUTION APPROVING THE MINOR SUBDIVISION PLAT SAID RESOLUTION WAS ADOPTED BY THE CITY, 2024, AND APPROVED BY THE MAYOR OF
DATED IN WEBSTER CITY, IOWA THIS DAY OF	, 2024.
	KARYL K. BONJOUR, CITY CLERK WEBSTER CITY, IOWA
CITY ENGINEER'S CE I,, P.E., THE ENGINEER REPRES HEREBY CERTIFY THAT THE BOUNDARY LINES OF THE PLAT WER CONFORM WITH THE REQUIREMENTS AS PROVIDED FOR IN THE S LINEAL AND ANGULAR, NECESSARY FOR THE LOCATION OF LOTS	ENTING THE CITY OF WEBSTER CITY, IOWA DO E MATHEMATICALLY CHECKED AND THAT THEY UBDIVISION ORDINANCE, THAT ALL DIMENSIONS, BOTH
	, P.E.

MY LICENSE RENEWAL DATE IS: DECEMBER 31, 20__



MEMORANDUM

TO: Mayor and City Council

FROM: Brandon Bahrenfuss, Street Department Supervisor

John Harrenstein, City Manager

DATE: October 21, 2024

RE: Resolution Authorizing the Street Department Supervisor to Sign and Execute Partial

Payment Application No. 3 and Final Recommended Project Acceptance for the 2025 HMA Improvements Project and payment of retainage in 30 days for the project.

SUMMARY: The 2025 HMA Improvements Project is complete and ready for close out. Project acceptance and final payment authorization from the City Council is needed to close out the project.

PREVIOUS COUNCIL ACTION: The Council approved award of contract to Heartland Asphalt Inc. for the 2025 HMA Improvements Project on June 17, 2024 in an amount of \$858,016.01.

BACKGROUND/DISCUSSION: The City entered into an agreement with Heartland Asphalt Inc. to resurface five locations with HMA (Hot Mix Asphalt) as part of the base bid. These locations included: Water Street (Funk St to Prospect St), Boone Street (Grove St to Des Moines St), East Street (300' N/O Lucas St to Des Moines St), Bell Ave and High Street, and Third Street (Grove St to Broadway St). There are four locations in this project that are bid alternatives: Water Street (Willson Ave to Seneca St), Nokomis Park Parking Lot, Boone Street (Des Moines St to Wilson Ave), and Buxton Drive (Bell Ave to City Limits).

This project included limited segments of curb and gutter replacement, pavement milling, HMA resurfacing, traffic control and staging plans, and utility fixture adjustments such as sewer manhole boxouts and Water valve extensions. Utility pipe or structure replacements were not part of this Project. City staff cored out all sub-base material that appeared to be failing or causing settling. New sub-base material was supplied by the City from recycled concrete and asphalt millings. Pavement markings were completed by city staff when asphalt was finished.

Sub-Final Pay App No. 3 is recommended to Heartland Asphalt Inc. for \$5,754.15 as shown in the Application for Partial Payment No. 3 which reflects completion of the work. Retention release would be due 30 days after project acceptance in the amount of \$42,213.75.

Original Contract \$858,016.01 Final amount after acceptance \$844,274.93

FINANCIAL IMPLICATIONS: This will be absorbed through the L.O.S.S.T. Fund.

RECOMMENDATION: Staff recommends approval of partial payment application No.3 in the amount of \$5,754.15 and Final Recommended Project Acceptance for the 2025 HMA Improvements Project, with payment of retainage in the amount of \$42,213.75 in 30 days to Heartland Asphalt, Inc., Mason City, Iowa.

RESOLUTION NO. 2024 - xxx

RESOLUTION AUTHORIZING THE STREET DEPARTMENT SUPERVISOR TO SIGN AND EXECUTE PARTIAL PAYMENT APPLICATION NO. 3 & FINAL RECOMMENDED PROJECT ACCEPTANCE FOR THE 2025 HMA IMPROVEMENTS PROJECT, WITH RETAINAGE TO BE PAID IN 30 DAYS TO HEARTLAND ASPHALT, INC.

WHEREAS, on June 17, 2024, the City of Webster City did enter into a contract with Heartland Asphalt Inc., 2601 S Federal Ave, Mason City, Iowa for completion of the 2025 HMA Improvements Project; and

WHEREAS, Sub Final partial payment No. 3 in the amount of \$5,754.15 is recommended for the project to Heartland Asphalt, Inc.; and

WHEREAS, the City of Webster City will execute Sub Final pay app No. 3 and release of retainage in the amount of \$42,213.75 in 30 days, with project costs outlined as follows:

Original Contract Price	\$ 858,016.01
Net Change by Change Orders	\$ -(13,741.08)
Total Project Construction Cost	\$ 844,274.93
Payment Applications paid to date	\$-(796,307.03)
Final pay app No. 3	\$ -(5,754.15)
Retainage to be paid in 30 days	<u>\$ -(42,213.75)</u>
	\$ -0-

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

SECTION 1: Authorize Street Department Supervisor to sign and execute Sub Final partial payment application No. 3 in the amount of \$5,754.15 with Heartland Asphalt, Mason City, Iowa for the 2025 HMA Improvements Project.

SECTION 2: Authorize release of the retainage in the amount of \$42,213.75 thirty days to Heartland Asphalt Inc, Mason City, Iowa and accept the work performed under the 2025 HMA Improvements Project.

Passed and adopted this 21st day of October, 2024.

	CITY OF WEBSTER CITY, IOWA
	John Hauking Mayor
	John Hawkins, Mayor
ATTEST:	
Karyl K. Bonjour, City Clerk	

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

	Project Title	:	2025	HMA Str	eet Improve	ements Pro	ject				
WEBSTER	Contractor:		Heartland Asphalt, Inc.								
CITY	Address:		2601 S. Federal Avenue, Mason City, Iowa 50401								
	Finance Bud			Finance	Project #	ject #					
	-	ect or Invoic				PO #					
	Original Con	tract Date:	4/1	8/2024		Vendor #					
D ((0 "IM ()	Ostaba	04 0004			D 43/44		.EOT "	O Cub Final			
Date of Council Meeting:		r 21, 2024		Contomb		ENT REQU	_	3 SubFinal			
	PAYN	IENT PERIO	D : From:	Septembe	er 2, 2024	rnrough:	Octor	per 1, 2024			
Contract Summary											
Original Contract Amount:		\$	858,016.01								
Net change by Change Orde	rs:	\$	(13,741.08								
Contract Amount to Date: (line		<u> </u>	(10,1110	\$	844.2	274.93					
· · · · · · · · · · · · · · · · · · ·	- · /			*							
Total completed and stored to	o date:	\$	844,274.93	3							
Retainage: 5 % of Com		\$	42,213.75	_							
Total Earned less Retainage:	•			- \$	802,0	061.18					
Less previous applications fo				\$	796,3	307.03					
SUBTOTAL	. ,				·	\$		5,754.15			
OTHER CHARGES (Attach an	itemized list)					\$		-			
CURRENT PAYMENT DUE						\$		5,754.15			
Balance to finish, including re	etainage:			\$	42,2	213.75					
Contract Time Remaining (If a	applicable)		38.0) Workii	ng Days						
858016.01											
Construction Contractor Appl	roval:			Heartland	d Asphalt, In	ıC.					
γ,	Firm Nar	ne			. ,						
Signature						Date)				
Engineer / Consultant Approv	va :		S	nyder & A	Associates,	Inc.					
	Firm Nar	ne									
Musi / Min	Must /						<u>October</u>	r 7 , 2024			
Signature						Date	•				
City of Webster City Staff Ap	proval:										
Oi-mark.ca						D-4					
Signature						Date	,				
Submit to:											
Submit to: E-mail:			Phone:			Fax:					
L-111all.			FIIONE.			гах.					

92 of 103Date Printed: 10/7/2024

CONTRACT PRICE DETAIL

	CONTRACT PRICE DETAIL														
ITEM NO.	DESCRIPTION	UNITS	ORIGINAL PROPOSED	QUANTITY CHANGE (BY	TOTAL QUANTITY	U	JNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD		TOTAL QUANTITY FROM PREVIOUS	TOTAL QUANTITY	TOTAL VALUE OF COMPLETED	REMAINING QUANTITY	PERCENT COMPLETE
	(Include Change Order # if Applicable)		QUANTITY	CHANGE ORDER)							PAY PERIODS	33 22.2	WORK	20	
0.4	EARTHWORK	STA	68.20		68.20	•	141.65	Ф 0.000 F2	CO 00	\$ 9,660.53		68.20	\$ 9,660.53	0.00	100.00%
2.1	Granular Shoulder Finishing, City Furnished Material STRUCTURES FOR SANITARY AND STORM	SIA	00.20		00.20	\$	141.00	\$ 9,660.53	68.20	\$ 9,000.53		00.20	\$ 9,000.53	0.00	100.00%
6.1	Manhole Adjustment, Minor	EA	19.00	2.00	21.00	\$	2,630.00	\$ 55,230.00	21.00	\$ 55,230.00		21.00	\$ 55,230.00	0.00	100.00%
0.1	STREETS AND RELATED WORK	EA	19.00	2.00	21.00	Ф	2,030.00	\$ 55,250.00	21.00	\$ 55,250.00		21.00	\$ 55,230.00	0.00	100.00%
7.1	Curb and Gutter, 2.5' Width, 6 Inch Thickness	LF	494.00	224.33	718.33	\$	33.75	\$ 24,243.64		\$ -	24,243.64	718.33	\$ 24,243.64	0.00	100.00%
	HMA & PCC Pavement Samples and Testing	LS	1.00	224.33	1.00	•		\$ 13,200.00		\$ -	1.00	1.00		0.00	100.00%
	HMA Overlay, 1/2" Agg, ST, PG 58-28S, 1.5 In. Thickness	TON	3,971.00	(234.38)	3,736.62	φ		\$ 377,211.79		\$ -	377,211.79		\$ 13,200.00	0.00	100.00%
	HMA Fillet, Place Only	SY	1,065.00	(204.00)	1,065.00	ψ		\$ 1,065.00		\$ -	1,065.00	1,065.00		0.00	100.00%
	Milling, 3" Nominal Depth	SY	12,555.00		12,555.00			\$ 41,808.15		\$ -	41,808.15	12,555.00		0.00	100.00%
	Milling, Variable Depth	SY	866.00		866.00		3.33			\$ -	2,883.78	866.00		0.00	100.00%
_	Remove Curb and Gutter	LF	494.00	224.33	718.33		23.05			\$ -	16,557.51	718.33		0.00	100.00%
	HMA Surface Patch	TON	190.00	(142.68)	47.32		-	\$ 8,247.88		\$ -	8,247.88	47.32		0.00	100.00%
7.0	TRAFFIC CONTROL	TON	190.00	(142.00)	41.32	φ	174.30	Φ 0,247.00		Φ -	0,247.00	41.32	φ 0,247.00	0.00	100.00 /6
8.1	Temporary Traffic Control	LS	1.00		1.00	¢	11 400 00	\$ 11,400.00	0.00	\$ -	1.00	1.00	\$ 11,400.00	0.00	100.00%
0.1	SITE WORK AND LANDSCAPING	LO	1.00		1.00	Ψ	11,400.00	Ψ 11,400.00	0.00	Ψ -	1.00	1.00	\$ 11,400.00	0.00	100.00 /0
9.1	Filter Sock, 12" Dia	LF	400.00	(200.00)	200.00	¢	5.00	\$ 1,000.00	0.00	\$ -	200.00	200.00	\$ 1,000.00	0.00	100.00%
	Remove Filter Sock	LF	400.00	(200.00)	200.00	_	1.00	, ,	200.00		200.00	200.00		0.00	100.00%
9.2	MISCELLANEOUS	LI	400.00	(200.00)	200.00	Ψ	1.00	ψ 200.00	200.00	ψ 200.00		200.00	Ψ 200.00	0.00	100.00 /0
11.1	Mobilization	LS	1.00		1.00	¢	35,230.00	\$ 35,230.00		\$ -	1.00	1.00	\$ 35,230.00	0.00	100.00%
	Maintenance of Solid Waste Collection	LS	1.00			\$	-	\$ 1,500.00		\$ -	1.00	1.00		0.00	100.00%
11.2	Ivialitie fiance of Solid Waste Collection	LO	1.00		1.00	φ	1,500.00	φ 1,500.00		Φ -	1.00	1.00	φ 1,300.00	0.00	100.00 /6
	BID ADDITIVE ALTERNATE A: WATER - WILLSON TO SEN	ECΔ													
Λ6 1	Manhole Adjustment, Minor	EA	2.00		2.00	¢	2,630.00	\$ 5,260.00	2.00	\$ 5,260.00	1	2.00	\$ 5,260.00	0.00	100.00%
	Curb and Gutter, 2.5' Width, 6 Inch Thickness	LF	194.00	100.00	294.00	9	37.00	\$ 10,878.00	2.00	\$ 3,200.00	294.00	294.00	· · ·	0.00	100.00%
	HMA Overlay, 1/2" Agg, ST, PG 58-28S, 1.5 In. Thickness	TON	257.00	100.00	257.00	9		\$ 25,944.15		\$ -	257.00	257.00		0.00	100.00%
	Milling, 3" Nominal Depth	SY	1,485.00		1,485.00		-	\$ 4,945.05		\$ -	1485.00	1,485.00		0.00	100.00%
	Remove Curb and Gutter	LF	194.00	100.00	294.00			\$ 6,776.70		\$ -	294.00	294.00		0.00	100.00%
	Temporary Traffic Control	LS	1.00	100.00		\$	-	\$ 1,500.00		\$ -	1.00	1.00		0.00	100.00%
70.1	Temporary Traine Control	LO	1.00		1.00	Ψ	1,500.00	φ 1,500.00		Ψ -	1.00	1.00	ψ 1,500.00	0.00	100.00 /0
	BID ADDITIVE ALTERNATE B: NOKOMIS PARK PARKING	LOT													
R2 1	Granular Shoulder Finishing, City Furnished Material	STA	6.40		6.40	¢	141.65	\$ 906.56	6.40	\$ 906.56	0.00	6.40	\$ 906.56	0.00	100.00%
	HMA Overlay, 1/2" Agg, ST, PG 58-28S, 1.5 In. Thickness	TON	537.00		537.00			\$ 54.210.15	0.40	\$ 900.50	537.00	537.00		0.00	100.00%
67.5	TINIA Overlay, 1/2 Agg, 51, 1 G 30-200, 1.5 III. THICKNESS	1011	337.00		337.00	Ψ	100.93	φ 34,210.13	<u> </u>	Ψ -	337.00	337.00	Ψ 34,210.13	0.00	100.00 /0
	BID ADDITIVE ALTERNATE C - BOONE STREET DES MOII	NES TO	WILLSON												
C6 1	Manhole Adjustment. Minor	EA	1.00		1.00	\$	2,630.00	\$ 2,630.00		\$ -	1.00	1.00	\$ 2,630.00	0.00	100.00%
	Curb and Gutter, 2.5' Width, 6 Inch Thickness	LF	120.00	117.90	237.90		38.50			\$ -	237.90	237.90		0.00	100.00%
	HMA Overlay, 1/2" Agg, ST, PG 58-28S, 1.5 In. Thickness	TON	280.00	117.30	280.00		100.95			\$ -	280.00	280.00	. ,	0.00	100.00%
	Milling, 3" Nominal Depth	SY	1,613.00		1,613.00		3.33			\$ -	1,613.00	1,613.00		0.00	100.00%
	Remove Curb and Gutter	LF	120.00	117.90	237.90		23.05			\$ -	237.90	237.90		0.00	100.00%
	Temporary Traffic Control	LS	1.00	117.50	1.00		1,500.00		 	\$ -	1.00	1.00		0.00	100.00%
33.1	remperary manio constor		1.00	[1.00	Ψ	1,000.00	- 1,000.00			1.00	1.00	1,000.00	0.00	100.0070
1	BID ADDITIVE ALTERNATE D: BUXTON DRIVE BELL TO C	H I YTI	ИIT												
	Granular Shoulder Finishing, City Furnished Material	STA	25.80		25.80	\$	141.65	\$ 3,654.57	25.80	\$ 3,654.57	1	25.80	\$ 3,654.57	0.00	100.00%
	HMA Overlay, 1/2" Agg, ST, PG 58-28S, 1.5 In. Thickness	TON	695.00		695.00		100.95		25.00	\$ 3,034.37	695.00	695.00	, ,	0.00	100.00%
	HMA Fillet, Place Only	SY	148.00		148.00		1.00			\$ -	148.00	148.00		0.00	100.00%
	Milling, Variable Depth	SY	546.00	(400.00)	146.00		3.33			\$ -	146.00	146.00		0.00	100.00%
	Temporary Traffic Control	LS	1.00	(-50.00)	1.00			\$ 1,500.00		\$ -	1.00	1.00		0.00	100.00%
	CHANGE ORDER ITEMS		1.00		1.00	Ÿ	1,000.00	- 1,000.00			1.00	1.00	¥ 1,000.00	0.00	100.0070
	Seeding and Topsoil Placement	LS	0.00	1.00	1.00	\$	6,057.00	\$ 6,057.00	1.00	\$ 6,057.00		1.00	\$ 6,057.00	0.00	100.00%
12.0	2002g and reposit identified		0.00	1.00	1.00	Ψ_	0,007.00	÷ 0,001.00	1.00	y 0,001.00	 	1.00	ψ 0,001.00	0.00	100.0070
12.0		\vdash									 				
12.0		\vdash									 				
12.1															
12.1															<u> </u>

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 844,274.93 PAY PERIOD = \$ 80,968.66

COMPLETED = \$ 844,274.93

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previo	ous Applications for Pay	ment
No.	Date	Amount
1	August 19, 2024	\$ 722,642.45
2	September 16, 2024	\$ 73,664.58
3		
4		
5		
6		
7		
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10		
11		
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Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
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51		
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68		
69		
70		

PREVIOUS PAY APP TOTAL = \$ 796,307.03

Record of Change Orders

No.	Date	Amount
1	September 4, 2024	\$ (13,741.08)
2		
3		
4		
5		
6		
7		
8		
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12		
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22		
23		
24		
25		

CHANGE ORDER TOTAL = \$ (13,741.08)

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	July 5, 2024
Contract Working Days:	53.0
Added by Change Order:	0.0
Total Working Days:	53.0
Working Days Used to Date:	34.0
Working Days Remaining:	19.0

CERTIFICATE OF COMPLETION

FY 2025 HMA IMPROVEMENTS PROJECT

Webster City, Iowa

October 21, 2024

We hereby declare that we have made an on-site review of the completed construction of the FY 2025 HMA Improvements Project as performed by Heartland Asphalt Company.

As Engineers for the project, it is our opinion that the work performed is in substantial conformance with the plans and specifications, and that the final amount of the Contract is \$844,274.93. I hereby recommend acceptance of the project.

Respectfully submitted,

SNYDER & ASSOCIATES, INC.

Laura C. Lamberty, P.E.

Civil Engineer

Snyder & Associates, Inc.

Iowa License Number P21814

RESOLUTION NO. 2024 - ____

RESOLUTION APPROVING THE CONVEYANCE OF AN EASEMENT AT 345 FAIR MEADOW DRIVE, WEBSTER CITY, IOWA, TO THE CITY OF WEBSTER CITY, IOWA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE EASEMENT AGREEMENT

WHEREAS, Farm Credit Services of America, whose address is 345 Fair Meadow Drive, Webster City, Iowa, 50595, hereinafter referred to as "Owner," owns real property located at the address; and

WHEREAS, the City of Webster City, Iowa, a municipal corporation, whose address is 400 Second Street, Webster City, Iowa, 50595, hereinafter referred to as "City," desires to obtain a permanent and perpetual easement from the Owner for the purpose of constructing, reconstructing, and maintaining a public sidewalk, as more fully described in the Easement Agreement attached hereto as Exhibit A; and

WHEREAS, the Owner has agreed to grant the City a perpetual easement, as described in the Easement Agreement, for the purpose of public access and sidewalk construction on the property locally known as 345 Fair Meadow Drive, Webster City, Iowa, and legally described in the Easement Plat attached hereto and made part of this agreement; and

WHEREAS, the terms and conditions of this Easement Agreement include the City's right to ingress and egress, the Owner's obligations related to property maintenance, restrictions on building within the easement area, and other provisions, as specified in the Easement Agreement; and

WHEREAS, the City Council finds that the conveyance of this easement is in the public interest and will benefit the residents of Webster City by providing access and facilitating the construction and maintenance of public infrastructure; and

WHEREAS, the City Council has reviewed and approved the Easement Agreement attached as Exhibit A, which outlines the rights and responsibilities of both the Owner and the City regarding the easement;

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

- **Section 1**. Approval of Easement Conveyance. The City Council hereby approves the conveyance of the easement over the property located at 345 Fair Meadow Drive, Webster City, Iowa, to the City of Webster City, Iowa, as described in the attached Easement Agreement (Exhibit A).
- **Section 2**. Authorization to Execute. The City Manager is hereby authorized and directed to execute the Easement Agreement and any other documents necessary to complete the conveyance of the easement on behalf of the City of Webster City.
- **Section 3**. Effective Date. This resolution shall take effect immediately upon its adoption and the final approval of the City Council, as noted on the Easement Agreement.

Passed and approved this 21st day of	f October, 2024.
	CITY OF WEBSTER CITY, IOWA
	John Hawkins, Mayor
ATTEST:	
Karyl K. Bonjour, City Clerk	

Exhibit A

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 day of day of between Farm Credit Services of America, whose address for purpose of this Agreement is 345 Fair Meadow Drive, Webster City, Iowa, 50595, hereinafter referred to as OWNER, and City of Webster City, Iowa, a Municipal Corporation, whose address for purpose of this Agreement is 400 Second Street, Webster City, Iowa, 50595, hereinafter referred to as CITY, as follows:

WITNESSETH:

1. That the Owner, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the City, its successors and assigns a permanent and perpetual easement for the purpose of construction or reconstruction of a public sidewalk, on the surface of the ground, together with the right of ingress and egress in, under, across and along a property locally known as 345 Fair Meadow Drive, Webster City, Iowa, 50595, and herein legally described as follows:

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

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

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

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

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

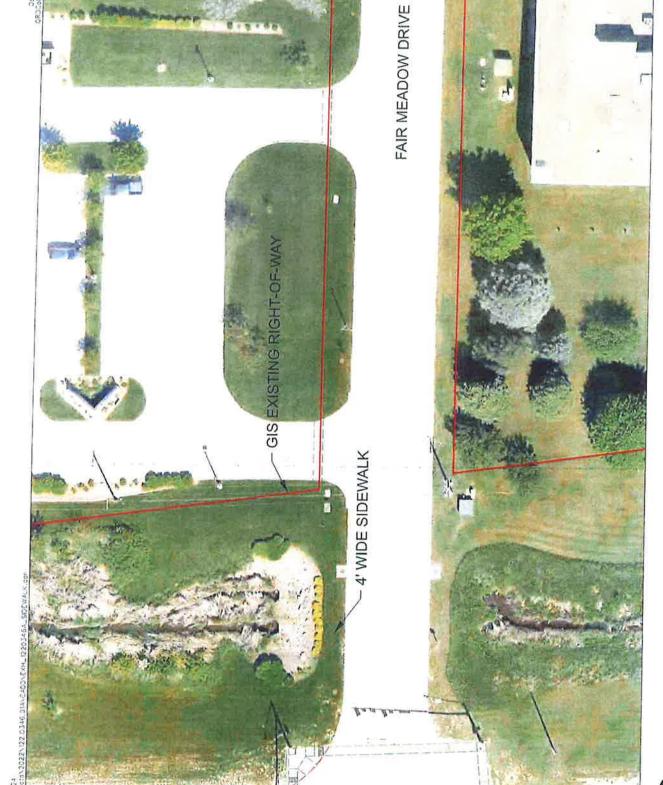
IN WITNESS WHEREOF, the parties herein have set their hands this 4th day of 2024.

Farm Credit Services of Ame	rica - Owner
By: Steve Body	NON_
Title: 4 willtish	Manager
STATE OF MULTINARO	COUNTY OF Douglas : SS
On this day of other the said State, personally apperent being by me duly sworn, acknowledges and deed of said party, by it and	2024, before me, the undersigned a Notary Public in and for eared the Evano, to me personally known, who wiledged the execution of said instrument to be the voluntary act by them voluntarily executed.
CIERA RENE SOUKUP General Notary - State of Nebraska My Commission Expires May 7, 2026	Notary Public in and for the State of Nolvasta
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 the they are the Mayor and City Clerk, respectively, of the City of Webster City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the corporation, by authority of its City Council, and that John Hawkins and Karyl Bonjour acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.
Notary Public in and for the State of Iowa.

INDEX LEGEND SURVEYOR'S NAME / RETURN TO: TERRY COADY SNYOER AND ASSOCIATES, INC. 2727 SW SNYOER BOULEVARD ANKENY, IOWA 50023 (515) 984-2020 TLCOADY@SNYDER-ASSOCIATES.COM SERVICE PROVIDED BY: SNYDER AND ASSOCIATES, INC. SURVEY LOCATED: PART W 1/2, NW 1/4 SECTION 7, TOWNSHIP 88N, RANGE 25W REQUESTED BY: GITY OF WEBSTER CITY, IOWA EASEMENT PLAT PERMANENT SIDEWALK EASEMENT BEING CONVEYED TO WEBSTER CITY, IOWA. LEGAL DESCRIPTION THE NORTH 5.00 FEET OF THE SOUTH 65.00 FEET OF THE WARRANTY DEED AS RECORDED IN BOOK 95, PAGE 240 IN THE OFFICE OF THE HAMILTON COUNTY RECORDER, BEING A PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 88 NORTH, RANGE 25 WEST OF THE 5TH P.M., WEBSTER CITY, HAMILTON COUNTY, IOWA, EXCEPT THE EAST 15.00 FEET THEREOF. SUPERIOR ST. (HWY 17) Deed 8k 95, Pg 240 LOT 1 EASEMENT AREA 0.03 AC (1,092 SF) 218.73' 218.06 5' Sldewalk 15.00 OWNER Easement STREET FARM CREDIT SERVICES OF AMERICA ATTN: ACCTS PAYABLE, PO BOX 2409 OMAHA, NE 88103 60' FAIR MEADOW DR. N88°58'W 226.00'D LEGEND SURVEY **FOUND** SET SECTION CORNER 1/2" REBAR, YELLOW PLASTIC CAP #18643 (UNLEGG OTHERWISE NOTED) Ó I heroby cortily that this fend surveying document was prepared by me or under my direct paraonal supervision and that I am a duly Reensed Professional Land Surveyor under the laws of the State of form. ROW Merker ROW Rall HP 53 PLATTED DISTANCE MEASURED BEARING AND DISTANCE M RECORDED AS R DEED DISTANCE CALCULATED DISTANCE License Number 18843 YELLOW PLASTIC CAP YPC 18643 My License Renewa) Date is December 31, 2025 CENTERLINE TOTAL TOTAL TOTAL Pages or shoots covered by this seel: SECTION LINE Ahont 1 of 1 1/4 SECTION LINE 1/4 1/4 SECTION LINE SHEET 1 OF 1 FAIR MEADOW DRIVE RECONSTRUCTION PN: 122.0348.01A EASEMENT PLAT FLD BK; PG: 43 2727 SW SNYDER BLVD DATE: 09/19/2024 SNYDER ANKENY, IOWA 50023 A ASSOCIATES PM/TECH: TLC / JOP 515-984-2020 who we could be supplied to the state of the entification expenses a three many content of the c



Concept Sidewalk Layout

Webster City, Iowa | 08/21/2024

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