



AGENDA
City Council Meeting
City Hall Council Chambers - Webster City, Iowa
December 16, 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 December 2, 2024 Regular City Council Meeting
- b. [CLAIMS](#), including Payroll ending November 30, 2024 and [FUND LIST](#)
- c. [REPORTS](#) Wastewater, Electric, Water for November 2024
- d. Police Department [ACTIVITY REPORT](#) for November 2024
- e. Fire Department [REPORT](#) for November 2024.
- f. Outdoor Swimming Pool [REPORT](#) 2024.
- g. Recommend approval for issuance of Beer & Liquor Licenses by the Iowa Department of Commerce for the following:
Renewal of Class B Retail Alcohol License, Hy-Vee Fast and Fresh Express, 819 2nd Street.
- h. Council Committee Reports
- i. Other reports and recommendations

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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 the Construction of the 2025 Fair Meadow Drive Reconstruction Project.

[COUNCIL MEMORANDUM](#)

[ENGR LTR-BIDS](#)

[RESOLUTION](#) approving and confirming Final Plans, Specifications, and Form of Contract and Estimate of Cost for the 2025 Fair Meadow Drive Reconstruction Project and Awarding Contract to Castor Construction, Fort Dodge, Iowa in the amount of \$1,602,379.16 and committing necessary Funds to complete the project.

b. **Public Hearing** on Plans and Specifications, Proposed Form of Contract and Estimate of Cost for the Construction of the Brewer Street and Willson Avenue Improvement Project.

[COUNCIL MEMORANDUM](#)

[ENGR LTR-BIDS](#)

[RESOLUTION](#) approving and confirming Final Plans, Specifications and Form of Contract and Estimate of Cost for the Brewer Street and Willson Avenue Improvements Project and Awarding Contract to Nels Pederson, Badger, Iowa in the amount of \$979,577.00 for the Base Bid and \$33,388.00 for the Bid Alternate and Committing Necessary Funds to complete the Project.

c. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Street Department Supervisor to Enter an Agreement between the City of Webster City, Iowa and the Iowa Department of Transportation, for Surface Transportation Block Grant (STBG) Program Federal-Aid Swap Funds under 761 Iowa Administrative Code (IAC) Chapter 162. [AGREEMENT](#)

d. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Street Department Supervisor to Sign and Execute Amendment No. 34 with Snyder and Associates to Provide Professional Services for the On-Call Priority 2025-2026 Water Main Repairs and Sewer Rehabilitation Project. [AMEND 34](#)

e. [COUNCIL MEMORANDUM](#) Motion authorizing purchase of Taser 10 (13 tasers and training) package from Axon for the Police Department. [QUOTE](#)

f. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) authorizing the Mayor to Execute and Sign the Subordination Agreements with WCF Financial Bank, Webster City, Iowa, related to the City's Existing Mortgages on Lots 22, 23, 28 and 29 in Brewer Creek Estates 6th Addition with Samann, L.C. [AGREEMENT](#)

g. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) amending Resolution No. 2024-115 Pertaining to Fees Adopted July 1, 2024, and amended under Resolution 2024-177 on December 2, 2024 to Amend Electrical Permit Fees and Implement a Re-Inspection fee. [EXHIBIT A](#)

h. [COUNCIL MEMORANDUM](#) [RESOLUTION](#) Accepting and Approving the Minor Subdivision Plat of Pruismann Second Addition, Hamilton County, Iowa. [PLAT](#)

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i. [COUNCIL MEMORANDUM](#) First Reading of a proposed Ordinance amending the Code of Ordinances of the City of Webster City, Iowa 2019, by amending Chapter 10, Article VI, Section 10-268 through 10-290 Pertaining to Vacant and Abandoned Property. [VACANT PROGRAM POLICY](#) [ORDINANCE](#)

j. [COUNCIL MEMORANDUM](#) Consider recommendation from Planning and Zoning Commission for Rental Inspection Program and direct city staff to hold meetings with landlords prior to formal consideration of proposed ordinance. [RENTAL PROGRAM POLICY](#) [ORDINANCE](#)

4. OTHER ITEMS SENT TO COUNCIL

a. City Attorney [REPORT/UPDATE](#) for November 2024

5. CLOSED SESSION

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

6. ADJOURN

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

CITY COUNCIL MEETING MINUTES
Webster City, Iowa December 2, 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 December 2, 2024 upon call of the Mayor and the advance agenda. The meeting was called to order by Mayor John Hawkins and roll being called there were present in Council Chambers the following Council Members: Abbie Hansen, Megan McFarland, and Matt McKinney. Logan Welch was absent.

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 Hansen and seconded by McKinney to approve the agenda.

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

PETITIONS- COMMUNICATIONS- REQUESTS

Paul Dahl, 1430 Kendall Young Road spoke on the safety at the Second Street pedestrian crosswalk and suggested the possibility of a community garden on infill lots owned by the City.

PUBLIC INFORMATION

Mayor Hawkins issued a Proclamation on LEGO League Day for December 7, 2024.

MINUTES, CLAIMS, REPORTS, LICENSES, REQUESTS

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

- a. Minutes of November 18, 2024 Regular City Council Meeting
- b. Claims,(removing Castor Construction Bill for \$133,322.13 which will be approved later in Agenda) including Payroll ending November 16, 2024 and Fund List.
- c. Council Committee Reports – None brought forth.
- d. Other reports and recommendations – None brought forth.

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

GENERAL AGENDA

a. It was moved by McKinney and seconded by Hansen that Resolution No. 2024-175 amending the City of Webster City’s Capitalization Policy by Adding Bulk Purchases to the Capitalization Thresholds be passed and adopted.

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

b. It was moved by Hansen and seconded by McFarland that Resolution No. 2024-176 Extending the Maturity Date of the City’s Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note be passed and adopted.

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

c. It was moved by McFarland and seconded by Hansen that Resolution No. 2024-177 amending Resolution No. 2024-115 adopted July 1, 2024 pertaining to fees by amending Electrical Permit Fees and eliminating the Shingle Removal Permit Fee be passed and adopted.

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

d. It was moved by McKinney and seconded by Hansen that Resolution No. 2024-178 authorizing the Street Department Supervisor to Sign and Execute Change Order No. 2, and Partial Payment Application No. 7, for the Fair Meadow Drive Reconstruction Project, to Castor Construction, Fort Dodge, Iowa, be passed and adopted.

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

e. It was moved by McFarland and seconded by Hansen to acknowledge receipt of Acceptance by Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy, a Delaware limited liability company, of the terms and provisions of Ordinance No. 2024-1876 of the City of Webster City, Iowa.

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

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

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

The December 2, 2024 Regular City Council meeting stood adjourned at 6:22 p.m.

John Hawkins, Mayor

Karyl K. Bonjour, City Clerk

Sherry Simmons

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
T-MOBILE (7288)							
973411563 O	1	Invoice	Inspection	10/21/2024	25.80	06/25	100-21-18-5190-230
973411563 O	2	Invoice	Police Dept	10/21/2024	154.80	06/25	100-21-21-5110-230
973411563 O	3	Invoice	Investigator	10/21/2024	33.47	06/25	100-21-21-5110-230
973411563 O	4	Invoice	Nuisances	10/21/2024	52.52	06/25	100-21-18-5190-230
973411563 O	5	Invoice	GETAC/Toughbooks	10/21/2024	253.20	06/25	100-21-21-5110-230
973411563 O	6	Invoice	Street (LOCATES)	10/21/2024	10.68	06/25	204-23-30-5310-230
973411563 O	7	Invoice	Street (LOCATES)	10/21/2024	10.69	06/25	602-23-62-5662-230
973411563 O	8	Invoice	Inspector	10/21/2024	21.37	06/25	100-21-18-5190-230
973411563 O	9	Invoice	Hot spot	10/21/2024	31.15	06/25	100-24-12-5430-230
Total 973411563 OCT 21, 2024:					593.68		
9748186802	1	Invoice	CELL SVC	10/21/2024	15.00	06/25	601-23-52-5588-230
9748186802	2	Invoice	CELL SVC	10/21/2024	14.99	06/25	601-23-51-5566-230
9748186802	3	Invoice	CELL SVC	10/21/2024	46.16	06/25	100-24-18-5470-230
9748186802	4	Invoice	CELL SVC	10/21/2024	40.20	06/25	204-23-30-5310-230
9748186802	5	Invoice	CELL SVC	10/21/2024	15.39	06/25	100-22-42-5210-230
9748186802	6	Invoice	CELL SVC	10/21/2024	15.39	06/25	100-22-42-5233-230
9748186802	7	Invoice	CELL SVC	10/21/2024	15.38	06/25	100-23-42-5371-230
9748186802	8	Invoice	CELL SVC	10/21/2024	34.33	06/25	100-23-42-5371-230
9748186802	9	Invoice	CELL SVC	10/21/2024	34.33	06/25	100-22-42-5210-230
9748186802	10	Invoice	CELL SVC	10/21/2024	44.44	06/25	602-23-61-5642-230
9748186802	11	Invoice	CELL SVC	10/21/2024	44.44	06/25	603-23-70-5642-230
9748186802	12	Invoice	CELL SVC	10/21/2024	22.22	06/25	602-23-61-5642-230
9748186802	13	Invoice	CELL SVC	10/21/2024	22.22	06/25	603-23-70-5642-230
9748186802	14	Invoice	CELL SVC	10/21/2024	68.66	06/25	100-24-12-5430-230
9748186802	15	Invoice	CELL SVC	10/21/2024	30.83	06/25	100-21-21-5110-230
9748186802	16	Invoice	CELL SVC	10/21/2024	19.97	06/25	602-23-61-5642-230
9748186802	17	Invoice	CELL SVC	10/21/2024	9.98	06/25	602-23-80-5902-299
9748186802	18	Invoice	CELL SVC	10/21/2024	9.98	06/25	601-23-80-5905-299
9748186802	19	Invoice	CELL SVC	10/21/2024	19.97	06/25	100-24-30-5380-230
9748186802	20	Invoice	CELL SVC	10/21/2024	19.97	06/25	100-24-30-5380-230
9748186802	21	Invoice	Cameras	10/21/2024	9.98	06/25	100-24-16-5420-215
9748186802	22	Invoice	Cameras	10/21/2024	9.99	06/25	601-24-16-5930-215
9748186802	23	Invoice	Cameras	10/21/2024	9.98	06/25	602-24-16-5930-215
9748186802	24	Invoice	Cameras	10/21/2024	9.98	06/25	603-24-16-5930-215
9748186802	25	Invoice	Street	10/21/2024	39.95	06/25	204-23-30-5310-230
9748186802	26	Invoice	(lpads)	10/21/2024	39.94	06/25	602-23-62-5662-230
Total 9748186802 OCT 21,2024:					663.67		
Total T-MOBILE (7288):					1,257.35		
Total 11/19/2024:					1,257.35		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
IOWA UTILITIES BOARD (461)							
63765	1	Invoice	IUC ASSESSMENTS FY24	11/01/2024	4,384.00	06/25	601-23-52-5930-299
63765	2	Invoice	OCA ASSESSMENTS FY24	11/01/2024	969.00	06/25	601-23-52-5930-299
Total 63765:					5,353.00		
Total IOWA UTILITIES BOARD (461):					5,353.00		
Total 12/03/2024:					5,353.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
WCF FINANCIAL BANK (5526)							
12/11/2024	1	Invoice	3 MONTH CD @ 4.6%	12/11/2024	1,000,000.00	06/25	603-11003
12/11/2024	2	Invoice	6 Month CD @ 4.55%	12/11/2024	600,000.00	06/25	242-11003
12/11/2024	3	Invoice	6 Month CD @ 4.55%	12/11/2024	1,400,000.00	06/25	603-11003
Total 12/11/2024:					3,000,000.00		
Total WCF FINANCIAL BANK (5526):					3,000,000.00		
Total 12/11/2024:					3,000,000.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
ADT SECURITY SERVICES (6192)							
1102471367	1	Invoice	ANNUAL SERVICE PLAN - 12/11/24-12/10/25	11/23/2024	753.97	06/25	601-23-51-5569-310
1102471367	2	Invoice	ANNUAL SERVICE PLAN - 12/11/24-12/10/25	11/23/2024	753.96	06/25	601-23-52-5591-310
Total 1102471367:					1,507.93		
Total ADT SECURITY SERVICES (6192):					1,507.93		
AFLAC, INC. (20)							
402198	1	Invoice	AFLAC PREMIUMS	12/07/2024	2,296.18	06/25	902-11215
Total 402198:					2,296.18		
Total AFLAC, INC. (20):					2,296.18		
AGSOURCE (4458)							
PS-INV3798	1	Invoice	TESTING - FULLER HALL	11/27/2024	14.50	06/25	100-22-42-5233-299
Total PS-INV379807:					14.50		
Total AGSOURCE (4458):					14.50		
ALGER, PHYLLIS (8099)							
14.140604.0	1	Invoice	ENERGY REBATE	12/16/2024	75.00	06/25	601-23-36-5930-979
Total 14.140604.09:					75.00		
Total ALGER, PHYLLIS (8099):					75.00		
AMAZON CAPITAL SERVICES (7618)							
139W-JYGF-	1	Invoice	S.O.S. PADS	12/01/2024	19.24	06/25	100-22-42-5233-318
139W-JYGF-	2	Adjustmen	S.O.S. PADS	12/01/2024	19.24-	06/25	100-22-42-5233-318
139W-JYGF-	3	Invoice	S.O.S. PADS	12/01/2024	19.24	06/25	100-22-42-5233-318
Total 139W-JYGF-49RT:					19.24		
139X-N9XF-	1	Invoice	PRINTER FOR SUBSTATION	12/01/2024	299.98	06/25	100-24-16-5420-317
139X-N9XF-	2	Adjustmen	PRINTER FOR SUBSTATION	12/01/2024	299.98-	06/25	100-24-16-5420-317
139X-N9XF-	3	Invoice	PRINTER FOR SUBSTATION	12/01/2024	299.98	06/25	100-24-16-5420-317
Total 139X-N9XF-66P7:					299.98		
19GT-Q7JK-	1	Invoice	2 DESK CALENDARS - PD	12/01/2024	38.86	06/25	100-21-21-5110-316
19GT-Q7JK-	2	Invoice	UTILITY	12/01/2024	20.99	06/25	100-24-14-5435-316
19GT-Q7JK-	3	Adjustmen	2 DESK CALENDARS - PD	12/01/2024	38.86-	06/25	100-21-21-5110-316
19GT-Q7JK-	4	Adjustmen	UTILITY	12/01/2024	20.99-	06/25	100-24-14-5435-316
19GT-Q7JK-	5	Invoice	2 DESK CALENDARS - PD	12/01/2024	38.86	06/25	100-21-21-5110-316
19GT-Q7JK-	6	Invoice	UTILITY	12/01/2024	20.99	06/25	100-24-14-5435-316
Total 19GT-Q7JK-F4LF:					59.85		
1DLP-NKNK-	1	Invoice	PD - CORD HIDER KIT	12/01/2024	25.73	06/25	100-21-21-5110-318
1DLP-NKNK-	2	Invoice	ADMIN - RUBBER BANDS	12/01/2024	6.86	06/25	100-24-12-5430-316
1DLP-NKNK-	3	Adjustmen	PD - CORD HIDER KIT	12/01/2024	25.73-	06/25	100-21-21-5110-318
1DLP-NKNK-	4	Adjustmen	ADMIN - RUBBER BANDS	12/01/2024	6.86-	06/25	100-24-12-5430-316
1DLP-NKNK-	5	Invoice	PD - CORD HIDER KIT	12/01/2024	25.73	06/25	100-21-21-5110-318
1DLP-NKNK-	6	Invoice	ADMIN - RUBBER BANDS	12/01/2024	6.86	06/25	100-24-12-5430-316

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 1DLP-NKKN-6FT6:					32.59		
1JJ3-YRY4-C	1	Invoice	FURNANCE FILTERS FOR NEW ST SHOP	12/01/2024	165.90	06/25	204-23-30-5310-310
1JJ3-YRY4-C	2	Adjustmen	FURNANCE FILTERS FOR NEW ST SHOP	12/01/2024	165.90-	06/25	204-23-30-5310-310
1JJ3-YRY4-C	3	Invoice	FURNANCE FILTERS FOR NEW ST SHOP	12/01/2024	165.90	06/25	204-23-30-5310-310
Total 1JJ3-YRY4-CNQC:					165.90		
1JXV-L69H-	1	Invoice	RATCHETING WRENCH SET - TK#5	12/01/2024	62.68	06/25	601-23-52-5588-311
1JXV-L69H-	2	Adjustmen	RATCHETING WRENCH SET - TK#5	12/01/2024	62.68-	06/25	601-23-52-5588-311
1JXV-L69H-	3	Invoice	RATCHETING WRENCH SET - TK#5	12/01/2024	62.68	06/25	601-23-52-5588-311
Total 1JXV-L69H-GNVP:					62.68		
1NVW-HMV	1	Invoice	11X17 COPY PAPER	12/01/2024	54.77	06/25	100-24-12-5430-316
1NVW-HMV	2	Adjustmen	11X17 COPY PAPER	12/01/2024	54.77-	06/25	100-24-12-5430-316
1NVW-HMV	3	Invoice	11X17 COPY PAPER	12/01/2024	54.77	06/25	100-24-12-5430-316
Total 1NVW-HMVW-D9CK:					54.77		
1RMQ-FJJ3-	1	Invoice	SNOW BLOWER WIRELESS CONTROLLER	12/01/2024	16.99	06/25	204-23-30-5320-314
1RMQ-FJJ3-	2	Adjustmen	SNOW BLOWER WIRELESS CONTROLLER	12/01/2024	16.99-	06/25	204-23-30-5320-314
1RMQ-FJJ3-	3	Invoice	SNOW BLOWER WIRELESS CONTROLLER	12/01/2024	16.99	06/25	204-23-30-5320-314
Total 1RMQ-FJJ3-GL4T:					16.99		
1WD9-G1TD-	1	Invoice	HEAVY DUTY BINDER	12/01/2024	98.34	06/25	100-24-12-5430-316
1WD9-G1TD-	2	Invoice	OFFICE SUPPLIES	12/01/2024	46.23	06/25	100-24-12-5430-316
1WD9-G1TD-	3	Invoice	UTILITY OFFICE RECEIPT COPY PAPER	12/01/2024	109.89	06/25	100-24-14-5435-316
1WD9-G1TD-	4	Adjustmen	HEAVY DUTY BINDER	12/01/2024	98.34-	06/25	100-24-12-5430-316
1WD9-G1TD-	5	Adjustmen	OFFICE SUPPLIES	12/01/2024	46.23-	06/25	100-24-12-5430-316
1WD9-G1TD-	6	Adjustmen	UTILITY OFFICE RECEIPT COPY PAPER	12/01/2024	109.89-	06/25	100-24-14-5435-316
1WD9-G1TD-	7	Invoice	HEAVY DUTY BINDER	12/01/2024	98.34	06/25	100-24-12-5430-316
1WD9-G1TD-	8	Invoice	OFFICE SUPPLIES	12/01/2024	46.23	06/25	100-24-12-5430-316
1WD9-G1TD-	9	Invoice	UTILITY OFFICE RECEIPT COPY PAPER	12/01/2024	109.89	06/25	100-24-14-5435-316
Total 1WD9-G1TD-CGYV:					254.46		
1XHQ-DVPW	1	Invoice	CLEAR BULBS FOR DOWNTOWN CHRISTMA	12/01/2024	580.80	06/25	601-23-52-5588-318
1XHQ-DVPW	2	Adjustmen	CLEAR BULBS FOR DOWNTOWN CHRISTMA	12/01/2024	580.80-	06/25	601-23-52-5588-318
1XHQ-DVPW	3	Invoice	CLEAR BULBS FOR DOWNTOWN CHRISTMA	12/01/2024	580.80	06/25	601-23-52-5588-318
Total 1XHQ-DVPW-7VWX:					580.80		
1XK4-3VX1-	1	Invoice	CORD REEL FOR WIRE TRAILER	12/01/2024	39.99	06/25	601-23-52-5935-314
1XK4-3VX1-	2	Adjustmen	CORD REEL FOR WIRE TRAILER	12/01/2024	39.99-	06/25	601-23-52-5935-314
1XK4-3VX1-	3	Invoice	CORD REEL FOR WIRE TRAILER	12/01/2024	39.99	06/25	601-23-52-5935-314
Total 1XK4-3VX1-DR9H:					39.99		
Total AMAZON CAPITAL SERVICES (7618):					1,587.25		
ARNOLD MOTOR SUPPLY (68)							
26NV112943	1	Invoice	QT 10W30	12/06/2024	5.99	06/25	204-23-30-5310-315
Total 26NV112943:					5.99		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total ARNOLD MOTOR SUPPLY (68):					5.99		
ASTRA SECURITY (6495)							
60228	1	Invoice	REPLACE CAMERA @ CITY HALL	12/02/2024	794.00	06/25	100-24-36-5480-299
Total 60228:					794.00		
Total ASTRA SECURITY (6495):					794.00		
AUTOMATIC SYSTEMS COMPANY (81)							
042520	1	Invoice	TRAVEL & SERVICE WASTEWATER	11/20/2024	437.50	06/25	603-23-70-5653-299
Total 042520:					437.50		
Total AUTOMATIC SYSTEMS COMPANY (81):					437.50		
AVAILA BANK (6318)							
12/1/2024	1	Invoice	FULLER HALL PRINCIPAL PAYMENT	12/01/2024	4,407.92	06/25	300-22-98-5295-910
12/1/2024	2	Invoice	FULLER HALL INTEREST PAYMENT	12/01/2024	4,746.38	06/25	300-22-98-5295-911
Total 12/1/2024:					9,154.30		
Total AVAILA BANK (6318):					9,154.30		
BOMGAARS (5165)							
62202675	1	Invoice	DOWNTOWN CHRISTMAS LIGHTS	11/21/2024	50.97	06/25	100-22-42-5210-318
Total 62202675:					50.97		
62204166	1	Invoice	JACKET & GLOVES NEW EMPLOYEE	11/25/2024	85.98	06/25	100-22-42-5210-312
62204166	2	Invoice	BULK BOLTS	11/25/2024	1.01	06/25	100-22-42-5210-318
Total 62204166:					86.99		
62205184	1	Invoice	ST DEPT SWEATSHIRTS	11/29/2024	371.93	06/25	204-23-30-5310-312
Total 62205184:					371.93		
62207162	1	Invoice	SOCKET ADAPTER	12/02/2024	4.99	06/25	601-23-52-5588-311
Total 62207162:					4.99		
62207172	1	Invoice	5 PR ICE GRIPPERS - ST DEPT	12/02/2024	169.95	06/25	204-23-30-5320-318
Total 62207172:					169.95		
62207380	1	Invoice	CHAPS	12/03/2024	274.98	06/25	100-22-42-5210-312
62207380	2	Invoice	OIL	12/03/2024	29.94	06/25	100-22-42-5210-315
62207380	3	Invoice	CHAINSAW CHAIN	12/03/2024	63.98	06/25	100-22-42-5210-314
Total 62207380:					368.90		
62207394	1	Invoice	LIFT SLING/CLEVIS/BOLTS & PINS (LIME SLA	12/03/2024	48.02	06/25	621-23-61-5652-299
Total 62207394:					48.02		
62207745	1	Invoice	SNOW FENCE	12/04/2024	139.98	06/25	204-23-30-5320-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 62207745:					139.98		
62207931	1	Invoice	HEAT LAMP BULBS	12/04/2024	21.96	06/25	603-23-70-5642-318
62207931	2	Invoice	GLOVES & BOOTS	12/04/2024	66.98	06/25	603-23-70-5642-312
Total 62207931:					88.94		
62208124	1	Invoice	SCOOP & BROOM FOR BRUSH CHIPPER	12/05/2024	74.87	06/25	601-23-52-5588-311
Total 62208124:					74.87		
62209727	1	Invoice	AUTOMATIC CHARGER	12/09/2024	38.48	06/25	602-23-61-5935-314
Total 62209727:					38.48		
Total BOMGAARS (5165):					1,444.02		
BRINK CONSTRUCTORS INC (8098)							
PAY EST #1	1	Invoice	REISNER SUBSTATION CONSTRUCTION #1	12/09/2024	206,109.99	06/25	611-23-51-5566-299
Total PAY EST #1:					206,109.99		
Total BRINK CONSTRUCTORS INC (8098):					206,109.99		
CAPITAL SANITARY SUPPLY (6096)							
C397082A	1	Invoice	FH SUPPLIES	11/27/2024	52.47	06/25	100-22-42-5233-318
Total C397082A:					52.47		
C397632	1	Invoice	CH SUPPLIES	12/04/2024	55.55	06/25	100-24-36-5480-318
Total C397632:					55.55		
C397829	1	Invoice	FH SUPPLIES	11/27/2024	123.33	06/25	100-22-42-5233-318
Total C397829:					123.33		
C398071	1	Invoice	FH SUPPLIES	12/04/2024	155.72	06/25	100-22-42-5233-318
Total C398071:					155.72		
Total CAPITAL SANITARY SUPPLY (6096):					387.07		
CENTRAL IOWA BLDG SUPPLY (1298)							
1024423	1	Invoice	DOOR JAMS	11/26/2024	125.00	06/25	100-21-22-5140-299
Total 1024423:					125.00		
1024469	1	Invoice	MATERIALS FOR LIME SLAKER	11/27/2024	874.80	06/25	621-23-61-5652-299
Total 1024469:					874.80		
1024505	1	Invoice	OXYGEN EXCHANGE	12/03/2024	17.50	06/25	602-23-61-5642-318
Total 1024505:					17.50		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total CENTRAL IOWA BLDG SUPPLY (1298):					1,017.30		
CLEAN ALL (7699)							
29131	1	Invoice	CLEANING SERVICES	11/30/2024	853.15	06/25	100-22-42-5233-299
Total 29131:					853.15		
Total CLEAN ALL (7699):					853.15		
COLUMN SOFTWARE PBC (7826)							
D1EC1C38-0	1	Invoice	PH NOTICE - FAIR MEADOW (Des Moines to	11/08/2024	62.05	06/25	542-23-30-5310-299
Total D1EC1C38-0100:					62.05		
D1EC1C38-0	1	Invoice	PH NOTICE - BREWER WILLSON ST PROJEC	11/08/2024	65.35	06/25	541-23-30-5310-299
Total D1EC1C38-0101:					65.35		
D1EC1C38-0	1	Invoice	NOTICE: ORDINANCE NO 2024 - 1876 GAS F	11/20/2024	265.38	06/25	100-23-43-5360-210
Total D1EC1C38-0102:					265.38		
Total COLUMN SOFTWARE PBC (7826):					392.78		
CRUZ, SUYAPA (8100)							
12/2/24	1	Invoice	CUSTOMER DEPOSIT REFUND	12/02/2024	140.51	06/25	601-21011
Total 12/2/24:					140.51		
Total CRUZ, SUYAPA (8100):					140.51		
CTS LANGUAGE LINK (6323)							
286627	1	Invoice	TELE LANGUAGE TRANSLATION/PD	12/01/2024	202.66	06/25	100-21-21-5110-225
Total 286627:					202.66		
Total CTS LANGUAGE LINK (6323):					202.66		
CULLIGAN FORT DODGE (207)							
15545 11/30/	1	Invoice	AIRPORT - SOFT WATER SERVICE	11/30/2024	109.77	06/25	205-23-45-5372-299
Total 15545 11/30/24:					109.77		
Total CULLIGAN FORT DODGE (207):					109.77		
DAILY FREEMAN JOURNAL, INC. (211)							
11/29/29	1	Invoice	FY24 - AFR	11/29/2024	220.40	06/25	100-24-14-5435-210
Total 11/29/29:					220.40		
112624	1	Invoice	CM 11/18/24	11/26/2024	330.60	06/25	100-24-14-5435-210
Total 112624:					330.60		
Total DAILY FREEMAN JOURNAL, INC. (211):					551.00		
DAKOTA SUPPLY GROUP (3498)							
S104188445.	1	Invoice	FIRE HYDRANT POLE	12/03/2024	103.22	06/25	602-23-62-5662-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total S104188445.002:					103.22		
Total DAKOTA SUPPLY GROUP (3498):					103.22		
DELL MARKETING L.P. (221)							
1078374069	1	Invoice	4 REPLACEMENT PCs	11/22/2024	3,646.24	06/25	100-24-16-5420-317
Total 10783740699:					3,646.24		
Total DELL MARKETING L.P. (221):					3,646.24		
DESIGNER GRAPHIX PLUS, INC (1214)							
2024-3677	1	Invoice	CITY LOGOS	10/07/2024	32.00	06/25	204-23-30-5310-312
Total 2024-3677:					32.00		
2024-3703	1	Invoice	CITY LOGOS	11/22/2024	16.00	06/25	100-23-42-5371-312
Total 2024-3703:					16.00		
Total DESIGNER GRAPHIX PLUS, INC (1214):					48.00		
DGR ENGINEERING (5967)							
00272314A	1	Invoice	PHASE 1 69KV TRANSMISSION IMPROVEME	11/14/2024	1,844.00	06/25	613-23-51-5566-299
Total 00272314A:					1,844.00		
Total DGR ENGINEERING (5967):					1,844.00		
DIAMOND VOGEL (7987)							
270341550	1	Invoice	STREET PAINTING	06/11/2024	227.49	06/25	204-21-30-5120-318
Total 270341550:					227.49		
Total DIAMOND VOGEL (7987):					227.49		
DON'S PEST CONTROL (3349)							
8627	1	Invoice	PEST CONTROL WATER PLANT	12/09/2024	51.00	06/25	602-23-61-5651-299
Total 8627:					51.00		
Total DON'S PEST CONTROL (3349):					51.00		
DOOLITTLE OIL COMPANY, INC. (243)							
89634	1	Invoice	50/50 FUEL BLEND - FIRE TK	11/27/2024	58.38	06/25	100-21-22-5140-315
Total 89634:					58.38		
89637	1	Invoice	OIL 75W90	11/27/2024	373.58	06/25	603-23-70-5935-315
Total 89637:					373.58		
Total DOOLITTLE OIL COMPANY, INC. (243):					431.96		
ESTLUND HEATING & AC (2137)							
12227	1	Invoice	TUBE HEATER EXHAUST MOTOR-BAY REPAI	11/25/2024	316.51	06/25	100-21-22-5140-310

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 12227:					316.51		
Total ESTLUND HEATING & AC (2137):					316.51		
FLORES, KEVIN (8103)							
12/2/24	1	Invoice	CUSTOMER DEPOSIT REFUND	12/02/2024	262.24	06/25	601-21011
Total 12/2/24:					262.24		
Total FLORES, KEVIN (8103):					262.24		
GERBER AUTO CARE (342)							
148074	1	Invoice	BRAKES & ROTORS PD2011 RAM	11/12/2024	2,593.46	06/25	100-21-21-5110-227
Total 148074:					2,593.46		
148586	1	Invoice	OIL CHANGE - 1901 TAHOE	11/25/2024	101.60	06/25	100-21-21-5110-227
Total 148586:					101.60		
148615	1	Invoice	OIL CHANGE - 1803 TAHOE	11/26/2024	123.83	06/25	100-21-21-5110-227
Total 148615:					123.83		
148625	1	Invoice	OIL CHANGE - METER TK	11/27/2024	41.91	06/25	601-23-80-5935-227
148625	2	Invoice	OIL CHANGE - METER TK	11/27/2024	41.91	06/25	602-23-80-5935-227
Total 148625:					83.82		
148709	1	Invoice	REPLACE BATTERY 2019 TAHOE	12/04/2024	345.08	06/25	100-21-21-5110-227
Total 148709:					345.08		
Total GERBER AUTO CARE (342):					3,247.79		
GORDON FLESCH COMPANY (6978)							
IN14915020	1	Invoice	C5550i - PRINTER/COPIER MGRS OFFICE	11/06/2024	65.67	06/25	100-24-12-5430-225
IN14915020	2	Invoice	C5550i - PRINTER/COPIER MGRS OFFICE	11/06/2024	65.67	06/25	100-24-14-5435-225
IN14915020	3	Invoice	C5550i - PRINTER/COPIER MGRS OFFICE	11/06/2024	21.89	06/25	100-24-30-5380-225
IN14915020	4	Invoice	C5550i - PRINTER/COPIER MGRS OFFICE	11/06/2024	21.89	06/25	100-21-18-5190-225
IN14915020	5	Invoice	C5550i - PRINTER/COPIER MGRS OFFICE	11/06/2024	21.88	06/25	100-24-18-5470-225
Total IN14915020:					197.00		
Total GORDON FLESCH COMPANY (6978):					197.00		
GOV'T FINANCE OFFICERS ASSN (349)							
3168918	1	Invoice	TRAINING - GASB REQUIREMENTS FOR FY2	12/02/2024	180.00	06/25	100-24-14-5435-231
Total 3168918:					180.00		
Total GOV'T FINANCE OFFICERS ASSN (349):					180.00		
GRAINGER (3288)							
9321189194	1	Invoice	PARTS FOR LIME SLAKER	11/19/2024	67.14	06/25	621-23-61-5652-299

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 9321189194:					67.14		
9323372145	1	Invoice	PARTS FOR LIME SLAKER	11/20/2024	94.34	06/25	621-23-61-5652-299
Total 9323372145:					94.34		
9327780731	1	Invoice	PARTS FOR LIME SLAKER	11/26/2024	1,065.11	06/25	621-23-61-5652-299
Total 9327780731:					1,065.11		
9328664413	1	Invoice	PARTS FOR LIME SLAKER	11/26/2024	153.59	06/25	621-23-61-5652-299
Total 9328664413:					153.59		
Total GRAINGER (3288):					1,380.18		
HAMILTON COUNTY EXTENSION (2909)							
213	1	Invoice	PESTICIDE APPLICATOR TRAINING / LESHE	11/07/2024	90.00	06/25	100-23-42-5371-231
213	2	Invoice	PESTICIDE APPLICATOR TRAINING / LESHE	11/07/2024	90.00	06/25	100-22-42-5210-231
Total 213:					180.00		
218	1	Invoice	PESTICIDE APPLICATOR TRAINING / WILLIA	12/04/2024	135.00	06/25	100-22-30-5230-231
Total 218:					135.00		
Total HAMILTON COUNTY EXTENSION (2909):					315.00		
HAULE, ALISA . (8102)							
12.2.24	1	Invoice	CUSTOMER DEPOSIT REFUND	12/02/2024	69.82	06/25	601-21011
Total 12.2.24:					69.82		
Total HAULE, ALISA . (8102):					69.82		
HYDRITE CHEMICAL CO. (421)							
2024000075	1	Invoice	SODA ASH	11/17/2024	16,454.70	06/25	602-23-61-5641-318
Total 2024000075609:					16,454.70		
Total HYDRITE CHEMICAL CO. (421):					16,454.70		
HY-VEE ACOUNTS RECEIVABLE (424)							
426976	1	Invoice	SUPPLIES FOR MTGS	12/05/2024	34.95	06/25	100-24-12-5430-232
Total 426976:					34.95		
Total HY-VEE ACOUNTS RECEIVABLE (424):					34.95		
IOWA AREA DEVELOPMENT GROUP (4907)							
3181	1	Invoice	AERIAL PHOTOS	08/13/2024	3,675.00	06/25	242-23-36-5393-299
Total 3181:					3,675.00		
3193	1	Invoice	US20 CORRIDOR STUDY	12/03/2024	2,500.00	06/25	242-23-36-5393-299

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 3193:					2,500.00		
Total IOWA AREA DEVELOPMENT GROUP (4907):					6,175.00		
IOWA COMMUNICATIONS NETWORK (7419)							
711570	1	Invoice	ICN CONNECITON FEES FOR ALL CITY RADI	12/03/2024	180.80	06/25	100-24-16-5420-299
711570	2	Invoice	ICN CONNECITON FEES FOR ALL CITY RADI	12/03/2024	45.20	06/25	204-24-16-5930-299
Total 711570:					226.00		
Total IOWA COMMUNICATIONS NETWORK (7419):					226.00		
IOWA ONE CALL (485)							
266792	1	Invoice	OCTOBER 2024	11/19/2024	92.94	06/25	601-23-52-5930-299
266792	2	Invoice	OCTOBER 2024	11/19/2024	58.73	06/25	602-23-62-5662-299
266792	3	Invoice	OCTOBER 2024	11/19/2024	58.73	06/25	603-23-71-5662-299
Total 266792:					210.40		
Total IOWA ONE CALL (485):					210.40		
JOHN DEERE FINANCIAL (7654)							
10753180	1	Invoice	TOOLBOX & BEAM FOR LOADER #18	10/25/2024	261.71	06/25	204-23-30-5310-314
Total 10753180:					261.71		
10762110	1	Invoice	JD MOWER REPAIR PARTS	12/02/2024	221.43	06/25	100-22-42-5210-314
Total 10762110:					221.43		
10762547	1	Invoice	JD MOWER REPAIR PARTS	02/04/2024	538.06	06/25	100-22-42-5210-314
Total 10762547:					538.06		
Total JOHN DEERE FINANCIAL (7654):					1,021.20		
KELLER, AARHN (8101)							
12/3/24	1	Invoice	CUSTOMER DEPOSIT REFUND	12/03/2024	150.00	06/25	601-21011
Total 12/3/24:					150.00		
Total KELLER, AARHN (8101):					150.00		
KWIK TRIP -OPD (8095)							
12/2/2024	12	1 Invoice	2024 COMMERCIAL HEATING/COOLING REB	12/02/2024	200.00	06/25	601-23-53-5588-212
12/2/2024	12	2 Invoice	2024 COMMERCIAL LIGHTING REBATE	12/02/2024	2,878.00	06/25	601-23-53-5588-212
12/2/2024	12	3 Invoice	2024 COMM APPLIANCE & EQUIP REBATE	12/02/2024	2,322.13	06/25	601-23-53-5588-212
12/2/2024	12	4 Invoice	2024 VFD REBATE	12/02/2024	746.45	06/25	601-23-53-5588-212
Total 12/2/2024 12:00:00 AM:					6,146.58		
Total KWIK TRIP -OPD (8095):					6,146.58		
LAMPERT LUMBER (564)							
2891712	1	Invoice	LINE SHOP SUPPLIES	11/25/2024	189.99	06/25	601-23-52-5588-318

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 2891712:					189.99		
2900254	1	Invoice	NUTS, BOLTS, WASHERS & SCREWS	12/02/2024	26.99	06/25	204-23-30-5310-318
Total 2900254:					26.99		
Total LAMPERT LUMBER (564):					216.98		
MARTIN MARIETTA MATERIALS (601)							
44313520	1	Invoice	1" CLEAN	11/01/2025	302.40	06/25	601-23-52-5588-318
Total 44313520:					302.40		
44527285	1	Invoice	KYP FENCE BASE	11/27/2024	52.57	06/25	100-22-42-5210-318
Total 44527285:					52.57		
Total MARTIN MARIETTA MATERIALS (601):					354.97		
METAL STORM MANUFACTURING (8096)							
460	1	Invoice	REBUILD HYDRAULIC CYLINDER TK#4	11/21/2024	495.32	06/25	601-23-52-5935-227
Total 460:					495.32		
Total METAL STORM MANUFACTURING (8096):					495.32		
MIDAMERICAN ENERGY (629)							
560518922	1	Invoice	BOOSTER STATION ELECTRICITY	11/25/2024	121.03	06/25	602-23-62-5662-237
Total 560518922:					121.03		
Total MIDAMERICAN ENERGY (629):					121.03		
MOORE CLEANING SERVICE, LLC (2902)							
12/16/24	1	Invoice	CLEANING SERVICES FOR CITY HALL	12/16/2024	1,300.00	06/25	100-24-36-5480-299
Total 12/16/24:					1,300.00		
Total MOORE CLEANING SERVICE, LLC (2902):					1,300.00		
MUNICIPAL SUPPLY, INC. (672)							
0929179-IN	1	Invoice	ELECTRIC AMI METERS	12/06/2024	49,686.32	06/25	615-23-52-5586-299
Total 0929179-IN:					49,686.32		
0929180-IN	1	Invoice	CUSTOMER PORTAL TRAINING	12/06/2024	900.00	06/25	615-23-52-5586-299
0929180-IN	2	Invoice	CUSTOMER PORTAL TRAINING	12/06/2024	900.00	06/25	625-23-62-5902-299
Total 0929180-IN:					1,800.00		
Total MUNICIPAL SUPPLY, INC. (672):					51,486.32		
NAPA AUTO PARTS (677)							
995617	1	Invoice	REPAIR GEN RADIATOR	11/23/2024	105.16	06/25	100-21-22-5140-310
Total 995617:					105.16		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
996054	1	Invoice	WORK LIGHT FOR BACK OF SPREADER	12/04/2024	58.99	06/25	204-23-30-5320-314
Total 996054:					58.99		
Total NAPA AUTO PARTS (677):					164.15		
NATE'S B&B REPAIR (8097)							
00000570	1	Invoice	STARTER ROPE FOR BORING UNIT PUMP	11/14/2024	12.00	06/25	601-23-52-5935-314
Total 00000570:					12.00		
Total NATE'S B&B REPAIR (8097):					12.00		
ONE SOURCE (7527)							
2022167647	1	Invoice	BACKGROUND CHECK	12/01/2024	22.00	06/25	100-22-42-5233-299
Total 2022167647:					22.00		
Total ONE SOURCE (7527):					22.00		
P & E ENGINEERING COMPANY (733)							
7272	1	Invoice	ENG - 2022 URD CONVERSION PROJECT	12/06/2024	9,310.01	06/25	614-23-52-5588-299
Total 7272:					9,310.01		
Total P & E ENGINEERING COMPANY (733):					9,310.01		
PEOPLES CREDIT UNION (4140)							
1/1/25	1	Invoice	LOAN PAYMENT 1/1/25-POLICE-PRINCIPAL P	12/16/2024	5,286.44	06/25	100-41-21-5110-910
1/1/25	2	Invoice	LOAN PAYMENT1/1/25 -POLICE-INTEREST P	12/16/2024	80.05	06/25	100-41-21-5110-911
Total 1/1/25:					5,366.49		
Total PEOPLES CREDIT UNION (4140):					5,366.49		
PETERSON CONSTRUCTION (749)							
6403	1	Invoice	SUPERIOR STREET PAVING	10/01/2024	14,468.09	06/25	204-23-30-5330-880
Total 6403:					14,468.09		
Total PETERSON CONSTRUCTION (749):					14,468.09		
PITNEY BOWES BANK INC RESERVE ACCT (758)							
1026550306	1	Invoice	NEW MAILING MACHINE	12/05/2024	4,318.34	06/25	110-41-14-5435-513
1026550306	2	Invoice	NEW MAILING MACHINE	12/05/2024	4,318.35	06/25	610-41-80-5935-513
1026550306	3	Invoice	NEW MAILING MACHINE	12/05/2024	4,318.35	06/25	620-41-80-5935-513
1026550306	4	Invoice	NEW MAILING MACHINE	12/05/2024	4,318.35	06/25	630-41-80-5935-513
Total 1026550306:					17,273.39		
Total PITNEY BOWES BANK INC RESERVE ACCT (758):					17,273.39		
PLEASANT HILL (2166)							
120624	1	Invoice	STREET LIGHTS/PH LINE/VIRGINIA PKWY	12/06/2024	461.48	06/25	100-21-30-5160-233
Total 120624:					461.48		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total PLEASANT HILL (2166):					461.48		
PRAIRIE ENERGY COOPERATIVE (768)							
22685	12/6/2	1 Invoice	AIRPORT ELECTRICITY/FIVE METERS	12/06/2024	417.12	06/25	205-23-45-5372-237
Total 22685 12/6/24:					417.12		
Total PRAIRIE ENERGY COOPERATIVE (768):					417.12		
PRINTING SERVICES, INC. (1130)							
10841	1	Invoice	OFFICE SUPPLIES	11/26/2024	160.14	06/25	100-22-42-5233-316
Total 10841:					160.14		
Total PRINTING SERVICES, INC. (1130):					160.14		
PULIDO, GRACIELA MURILLO (8104)							
11/26/24	1	Invoice	CUSTOMER DEPOSIT REFUND	11/26/2024	352.00	06/25	601-21011
Total 11/26/24:					352.00		
Total PULIDO, GRACIELA MURILLO (8104):					352.00		
RELIANT GASES, LTD (6253)							
130-1645603	1	Invoice	BULK Co2	11/27/2024	1,894.20	06/25	602-23-61-5641-318
Total 130-1645603:					1,894.20		
Total RELIANT GASES, LTD (6253):					1,894.20		
RESCO (812)							
3054918	1	Invoice	50KVA TRANSFORMER - 50/50 w/ CORN BEL	11/19/2024	6,711.04	06/25	614-23-52-5588-299
Total 3054918:					6,711.04		
3055180	1	Invoice	STOCK TRANSFORMERS	11/20/2024	60,732.13	06/25	601-23-52-5935-871
Total 3055180:					60,732.13		
3055774	1	Invoice	REISNER SUB-MAJOR MATERIALS PH.1 DIS	11/26/2024	4,911.30	06/25	614-23-52-5588-299
Total 3055774:					4,911.30		
Total RESCO (812):					72,354.47		
RODEN, JAKE (7657)							
11/21/24	1	Invoice	REIMBURSEMENT FOR GAS - INSPECTOR C	11/21/2024	25.02	06/25	100-22-42-5210-232
Total 11/21/24:					25.02		
Total RODEN, JAKE (7657):					25.02		
SAFE BUILDING LLC (7669)							
04092175	1	Invoice	FINAL INSPECTION	11/30/2002	100.00	06/25	100-21-18-5190-212
Total 04092175:					100.00		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total SAFE BUILDING LLC (7669):					100.00		
SNYDER & ASSOCIATES (2951)							
123.0256.01-	1	Invoice	ENG - SPLASH PAD	12/04/2024	611.48	06/25	100-22-42-5210-880
Total 123.0256.01-13:					611.48		
124.0071.01-	1	Invoice	ON-CALL ENG SVC	11/27/2024	9,632.17	06/25	100-24-30-5380-212
124.0071.01-	2	Invoice	ON-CALL ENG SVC	11/27/2024	1,863.00	06/25	100-24-18-5470-212
Total 124.0071.01-10:					11,495.17		
124.0071.01	1	Invoice	ON-CALL WWTP SVC	11/27/2024	8,118.12	06/25	603-23-70-5923-212
Total 124.0071.01A-6:					8,118.12		
124.0690.01-	1	Invoice	ENG - 2025 FAIR MEADOW PH2 - 9-25-005	11/30/2024	19,811.93	06/25	542-23-30-5310-299
Total 124.0690.01-6:					19,811.93		
124.0781.01-	1	Invoice	ENG - BEACH ST PCC # 9-25-006-1	11/27/2024	20,642.64	06/25	543-23-30-5310-299
Total 124.0781.01-5:					20,642.64		
Total SNYDER & ASSOCIATES (2951):					60,679.34		
SOUTHERN SOURCE INDUSTRIES, INC. (7662)							
SO1357-03	1	Invoice	WEED KILLER	12/01/2024	575.80	06/25	601-23-52-5588-318
Total SO1357-03:					575.80		
Total SOUTHERN SOURCE INDUSTRIES, INC. (7662):					575.80		
STAR EQUIPMENT, LTD (2002)							
01699633	1	Invoice	RENTED SKID LOADER & MULCHER FOR TR	10/08/2024	4,290.80	06/25	204-23-30-5310-225
Total 01699633:					4,290.80		
04116597	1	Invoice	WATER PUMP REPLACEMENT	10/01/2024	1,528.09	06/25	204-23-30-5330-318
04116597	2	Invoice	WATER PUMP REPLACEMENT	10/01/2024	221.46	06/25	603-23-71-5662-318
04116597	3	Invoice	WATER PUMP REPLACEMENT	10/01/2024	465.07	06/25	602-23-62-5662-311
Total 04116597:					2,214.62		
Total STAR EQUIPMENT, LTD (2002):					6,505.42		
STATE HYGIENIC LABORATORY (423)							
291823	1	Invoice	WASTEWATER TESTING	11/30/2024	1,036.50	06/25	603-23-70-5923-212
Total 291823:					1,036.50		
291824	1	Invoice	WATER PLANT TESTING	11/30/2024	1,083.00	06/25	602-23-61-5651-299
Total 291824:					1,083.00		
Total STATE HYGIENIC LABORATORY (423):					2,119.50		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
STUART C. IRBY COMPANY (3585)							
S013868216.	1	Invoice	METER SOCKET STANDARD BLOCK	11/13/2024	2,891.14	06/25	601-23-51-5566-318
Total S013868216.004:					2,891.14		
S014094852.	1	Invoice	FR CLOTHING	11/14/2024	2,719.94	06/25	601-23-52-5588-312
S014094852.	2	Invoice	FR CLOTHING	11/14/2024	877.40	06/25	601-23-51-5566-312
S014094852.	3	Invoice	FR CLOTHING	11/14/2024	846.37	06/25	601-23-80-5905-312
Total S014094852.001:					4,443.71		
Total STUART C. IRBY COMPANY (3585):					7,334.85		
TERRY-DURIN CO. (1119)							
174096-00	1	Invoice	SPLICE VAULTS W/ COVERS (STOCK)	11/25/2024	6,283.04	06/25	601-23-52-5588-318
Total 174096-00:					6,283.04		
Total TERRY-DURIN CO. (1119):					6,283.04		
THE IOWA OUTDOORS STORE, LLC (7104)							
10394/1	1	Invoice	OIL FOR GRAVELYS	11/21/2024	232.99	06/25	100-23-42-5371-315
Total 10394/1:					232.99		
10463/1	1	Invoice	PARTS FOR GRAVELYS	12/06/2024	175.65	06/25	100-23-42-5371-314
Total 10463/1:					175.65		
Total THE IOWA OUTDOORS STORE, LLC (7104):					408.64		
THE TRASHMAN, LLC (943)							
777-1768	1	Invoice	TRASH SERVICE	11/30/2024	50.00	06/25	100-24-36-5480-236
777-1768	2	Invoice	TRASH SERVICE	11/30/2024	50.00	06/25	100-22-42-5280-236
777-1768	3	Invoice	TRASH SERVICE	11/30/2024	50.00	06/25	204-23-30-5310-236
777-1768	4	Invoice	TRASH SERVICE	11/30/2024	50.00	06/25	100-21-22-5140-236
777-1768	5	Invoice	TRASH SERVICE	11/30/2024	50.00	06/25	100-22-42-5233-236
777-1768	6	Invoice	TRASH SERVICE	11/30/2024	50.00	06/25	601-23-52-5588-236
777-1768	7	Invoice	TRASH SERVICE	11/30/2024	50.00	06/25	603-23-70-5642-236
777-1768	8	Invoice	TRASH SERVICE	11/30/2024	50.00	06/25	100-22-42-5210-236
777-1768	9	Invoice	TRASH SERVICE	11/30/2024	50.00	06/25	602-23-61-5642-236
777-1768	10	Invoice	TRASH SERVICE	11/30/2024	50.00	06/25	205-23-45-5372-236
Total 777-1768:					500.00		
777-1769	1	Invoice	RECYCLE DROP BOX CHARGES	11/30/2024	264.00	06/25	100-23-30-5340-235
Total 777-1769:					264.00		
777-1770	1	Invoice	CURB RECYCLING - NOV 2024	11/30/2024	12,652.00	06/25	100-23-30-5340-235
Total 777-1770:					12,652.00		
Total THE TRASHMAN, LLC (943):					13,416.00		
TIMMONS, GENE (4467)							
11.17300.01	1	Invoice	ENERGY EFFICIENCY REBATE	12/16/2024	75.00	06/25	601-23-36-5930-979

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 11.17300.01:					75.00		
Total TIMMONS, GENE (4467):					75.00		
TOLLE AUTOMOTIVE, INC. (3188)							
2783	1	Invoice	LOADER TIRES	12/04/2024	5,953.00	06/25	204-23-30-5310-227
Total 2783:					5,953.00		
3128	1	Invoice	TIRE REPAIR	12/02/2024	25.50	06/25	100-22-42-5210-227
Total 3128:					25.50		
Total TOLLE AUTOMOTIVE, INC. (3188):					5,978.50		
TONY'S TIRE SERVICE (958)							
185598	1	Invoice	AIR DRYER BRACKETS	11/20/2024	1,875.42	06/25	204-23-30-5310-227
Total 185598:					1,875.42		
Total TONY'S TIRE SERVICE (958):					1,875.42		
UNITED COOPERATIVE (979)							
11928	1	Invoice	PROPANE FOR AIRPORT/T533A & T533B	11/18/2024	765.99	06/25	205-23-45-5372-234
Total 11928:					765.99		
12682	1	Invoice	GASOHOL	11/11/2024	1,038.89	06/25	100-21-21-5110-315
12682	2	Invoice	GASOHOL	11/11/2024	43.26	06/25	100-21-22-5140-315
12682	3	Invoice	GASOHOL	11/11/2024	209.98	06/25	204-23-30-5310-315
12682	4	Invoice	GASOHOL	11/11/2024	90.60	06/25	603-23-70-5935-315
12682	5	Invoice	GASOHOL	11/11/2024	27.55	06/25	602-23-61-5935-315
12682	6	Invoice	GASOHOL	11/11/2024	29.39	06/25	100-24-14-5436-232
12682	7	Invoice	GASOHOL	11/11/2024	349.15	06/25	601-23-52-5935-315
12682	8	Invoice	GASOHOL	11/11/2024	16.33	06/25	601-23-80-5935-315
12682	9	Invoice	GASOHOL	11/11/2024	16.33	06/25	602-23-80-5935-315
12682	10	Invoice	GASOHOL	11/11/2024	31.22	06/25	100-22-42-5233-315
12682	11	Invoice	GASOHOL	11/11/2024	205.70	06/25	100-22-42-5210-315
12682	12	Invoice	GASOHOL	11/11/2024	205.70	06/25	100-23-42-5371-315
12682	13	Invoice	GASOHOL	11/11/2024	205.08	06/25	100-24-14-5435-315
Total 12682:					2,469.18		
12705 & 127	1	Invoice	#1 & #2 DIESEL	11/14/2024	122.84	06/25	100-21-22-5140-315
12705 & 127	2	Invoice	#1 & #2 DIESEL	11/14/2024	1,013.62	06/25	204-23-30-5310-315
12705 & 127	3	Invoice	#1 & #2 DIESEL	11/14/2024	644.87	06/25	601-23-52-5935-315
12705 & 127	4	Invoice	#1 & #2 DIESEL	11/14/2024	698.29	06/25	100-24-14-5435-315
Total 12705 & 12706:					2,479.62		
12738	1	Invoice	GASOHOL	11/26/2024	1,651.02	06/25	100-21-21-5110-315
12738	2	Invoice	GASOHOL	11/26/2024	60.81	06/25	100-21-22-5140-315
12738	3	Invoice	GASOHOL	11/26/2024	242.97	06/25	204-23-30-5310-315
12738	4	Invoice	GASOHOL	11/26/2024	89.98	06/25	603-23-70-5935-315
12738	5	Invoice	GASOHOL	11/26/2024	156.85	06/25	602-23-61-5935-315
12738	6	Invoice	GASOHOL	11/26/2024	86.40	06/25	100-24-14-5436-232
12738	7	Invoice	GASOHOL	11/26/2024	59.71	06/25	100-21-18-5190-315

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
12738	8	Invoice	GASOHOL	11/26/2024	461.73	06/25	601-23-52-5935-315
12738	9	Invoice	GASOHOL	11/26/2024	74.02	06/25	601-23-80-5935-315
12738	10	Invoice	GASOHOL	11/26/2024	74.02	06/25	602-23-80-5935-315
12738	11	Invoice	GASOHOL	11/26/2024	154.65	06/25	100-22-42-5210-315
12738	12	Invoice	GASOHOL	11/26/2024	154.65	06/25	100-23-42-5371-315
12738	13	Invoice	GASOHOL	11/26/2024	380.83	06/25	100-24-14-5435-315
12738	14	Invoice	GASOHOL	11/26/2024	24.77	06/25	100-24-30-5380-315
Total 12738:					3,672.41		
Total UNITED COOPERATIVE (979):					9,387.20		
UNITY POINT CLINIC-OCC MEDICINE (5263)							
248109	1	Invoice	PRE-EMPLOYEMENT	12/03/2024	65.00	06/25	100-23-42-5371-212
Total 248109:					65.00		
Total UNITY POINT CLINIC-OCC MEDICINE (5263):					65.00		
US CELLULAR (986)							
0693065793	1	Invoice	CELLULAR SERVICE	11/20/2024	45.96	06/25	204-23-30-5310-230
0693065793	2	Invoice	CELLULAR SERVICE	11/20/2024	22.98	06/25	601-23-52-5588-230
0693065793	3	Invoice	CELLULAR SERVICE	11/20/2024	22.98	06/25	601-23-51-5566-230
0693065793	4	Invoice	CELLULAR SERVICE	11/20/2024	45.96	06/25	100-24-30-5380-230
0693065793	5	Invoice	CELLULAR SERVICE	11/20/2024	45.29	06/25	100-21-18-5190-230
0693065793	6	Invoice	CELLULAR SERVICE	11/20/2024	22.64	06/25	602-23-80-5902-299
0693065793	7	Invoice	CELLULAR SERVICE	11/20/2024	22.64	06/25	601-23-80-5905-299
0693065793	8	Invoice	CELLULAR SERVICE	11/20/2024	45.29	06/25	100-21-22-5140-230
0693065793	9	Invoice	CELLULAR SERVICE-LINE TABLETS	11/20/2024	181.16	06/25	601-23-52-5588-230
Total 0693065793:					454.90		
Total US CELLULAR (986):					454.90		
VAN-HOF TRUCKING, INC. (2655)							
21781	1	Invoice	FREIGHT ON LIME	11/06/2024	2,394.89	06/25	602-23-61-5921-221
Total 21781:					2,394.89		
Total VAN-HOF TRUCKING, INC. (2655):					2,394.89		
VEENSTRA & KIMM, INC. (5904)							
7	1	Invoice	BLDG FEES - OCT.2024	11/01/2024	5,853.50	06/25	100-21-18-5190-212
Total 7:					5,853.50		
Total VEENSTRA & KIMM, INC. (5904):					5,853.50		
VISUAL EDGE IT, INC. (3995)							
24AR225911	1	Invoice	PRINTER FEE - PD	11/25/2024	38.07	06/25	100-21-21-5110-225
Total 24AR2259114:					38.07		
24AR227983	1	Invoice	PRINTER FEE - CEMETERY	12/04/2024	27.10	06/25	100-23-42-5371-225
Total 24AR2279839:					27.10		
24AR227984	1	Invoice	PRINTER FEE - INSPECTION	12/04/2024	18.19	06/25	100-24-30-5380-225

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
24AR227984	2	Invoice	PRINTER FEE - PW	12/04/2024	18.18	06/25	100-21-18-5190-225
Total 24AR2279840:					36.37		
24AR227984	1	Invoice	PRINTER FEE - LINE	12/04/2024	33.64	06/25	601-23-52-5931-225
Total 24AR2279841:					33.64		
24AR227984	1	Invoice	PRINTER FEE - FULLER HALL	12/04/2024	45.26	06/25	100-22-42-5233-225
Total 24AR2279842:					45.26		
24AR229149	1	Invoice	PRINTER FEE - WATER	12/09/2024	42.28	06/25	602-23-61-5931-225
Total 24AR2291498:					42.28		
Total VISUAL EDGE IT, INC. (3995):					222.72		
WCAD - CHAMBER OF COMMERCE (3486)							
121124	1	Invoice	2ND HALF ALLOCATION - FY25	12/11/2024	15,000.00	06/25	601-23-36-5930-213
Total 121124:					15,000.00		
Total WCAD - CHAMBER OF COMMERCE (3486):					15,000.00		
WEBSTER CITY TRUE VALUE (2155)							
2411-074315	1	Invoice	RADIATOR REPAIR	11/22/2024	34.99	06/25	100-21-22-5140-310
Total 2411-074315:					34.99		
2412-076018	1	Invoice	CAP SEWER @ DOG PARK	12/03/2024	15.98	06/25	603-23-71-5662-318
Total 2412-076018:					15.98		
2412-076020	1	Invoice	CAP SEWER @ DOG PARK	12/03/2024	23.98	06/25	603-23-71-5662-318
Total 2412-076020:					23.98		
2412-076386	1	Invoice	FH SUPPLIES	12/06/2024	45.75	06/25	100-22-42-5233-318
Total 2412-076386:					45.75		
Total WEBSTER CITY TRUE VALUE (2155):					120.70		
WESCO RECEIVABLES CORP (1038)							
282727	1	Invoice	STOCK- ALL PURPOSE CONNECTORS	11/20/2024	710.53	06/25	601-23-52-5588-318
Total 282727:					710.53		
284666	1	Invoice	SUBSTATION MATERIALS - 100% CB	11/21/2024	7,793.88	06/25	611-23-51-5566-299
Total 284666:					7,793.88		
284667	1	Invoice	T-LINE MATERIALS (100% CB)	11/21/2024	20,271.25	06/25	613-23-51-5566-299
Total 284667:					20,271.25		
284974	1	Invoice	T-LINE MATERIALS (100% CB)	11/21/2024	12,303.81	06/25	613-23-51-5566-299

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
Total 284974:					12,303.81		
Total WESCO RECEIVABLES CORP (1038):					41,079.47		
WOOLSTOCK MUTUAL TELEPHONE ASN (1054)							
0087000023	1	Invoice	INTERNET SERVICE	12/01/2024	34.59	06/25	100-24-14-5435-230
0087000023	2	Invoice	INTERNET SERVICE	12/01/2024	24.73	06/25	100-24-12-5430-230
0087000023	3	Invoice	INTERNET SERVICE	12/01/2024	24.73	06/25	100-24-30-5380-230
0087000023	4	Invoice	INTERNET SERVICE	12/01/2024	14.84	06/25	100-21-22-5140-230
0087000023	5	Invoice	INTERNET SERVICE	12/01/2024	39.57	06/25	100-21-21-5110-230
0087000023	6	Invoice	INTERNET SERVICE	12/01/2024	7.42	06/25	601-23-52-5588-230
0087000023	7	Invoice	INTERNET SERVICE	12/01/2024	7.42	06/25	601-23-51-5566-230
0087000023	8	Invoice	INTERNET SERVICE	12/01/2024	14.84	06/25	602-23-61-5642-230
0087000023	9	Invoice	INTERNET SERVICE	12/01/2024	4.95	06/25	100-23-43-5361-230
0087000023	10	Invoice	INTERNET SERVICE	12/01/2024	129.43	06/25	601-24-16-5921-230
0087000023	11	Invoice	INTERNET SERVICE	12/01/2024	22.74	06/25	602-24-16-5921-230
0087000023	12	Invoice	INTERNET SERVICE	12/01/2024	22.74	06/25	603-24-16-5921-230
0087000023	13	Invoice	INTERNET SERVICE	12/01/2024	55.00	06/25	602-23-61-5642-230
Total 0087000023 12/1/24:					403.00		
0087000684	1	Invoice	INTERNET / RSVP CENTER	12/01/2024	45.00	06/25	100-22-42-5280-230
Total 0087000684 12/1/24:					45.00		
Total WOOLSTOCK MUTUAL TELEPHONE ASN (1054):					448.00		
Total 12/16/2024:					626,453.25		

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
PLATINUM CONNECT, LLC. (7663)							
1030873	1	Invoice	FH TV & INTERNET	12/01/2024	318.20	06/25	100-22-42-5233-230
1030873	2	Adjustmen	FH TV & INTERNET	12/01/2024	318.20-	06/25	100-22-42-5233-230
1030873	3	Invoice	FH TV & INTERNET	12/01/2024	318.20	06/25	100-22-42-5233-230
Total 1030873:					318.20		
1032008	1	Invoice	INTERNET SERVICE	12/01/2024	52.38	06/25	100-24-12-5430-230
1032008	2	Invoice	INTERNET SERVICE	12/01/2024	52.38	06/25	100-24-14-5435-230
1032008	3	Invoice	INTERNET SERVICE	12/01/2024	52.39	06/25	100-24-30-5380-230
1032008	4	Invoice	INTERNET SERVICE	12/01/2024	52.38	06/25	100-23-42-5371-230
1032008	5	Invoice	INTERNET SERVICE	12/01/2024	52.38	06/25	601-23-52-5588-230
1032008	6	Invoice	INTERNET SERVICE	12/01/2024	52.39	06/25	204-23-30-5310-230
1032008	7	Invoice	INTERNET SERVICE	12/01/2024	52.39	06/25	603-23-70-5642-230
1032008	8	Invoice	INTERNET SERVICE	12/01/2024	52.39	06/25	602-23-61-5642-230
1032008	9	Invoice	INTERNET SERVICE	12/01/2024	20.24	06/25	100-21-22-5140-230
1032008	10	Invoice	INTERNET SERVICE	12/01/2024	147.25	06/25	100-21-21-5110-230
1032008	11	Adjustmen	INTERNET SERVICE	12/01/2024	52.38-	06/25	100-24-12-5430-230
1032008	12	Adjustmen	INTERNET SERVICE	12/01/2024	52.38-	06/25	100-24-14-5435-230
1032008	13	Adjustmen	INTERNET SERVICE	12/01/2024	52.39-	06/25	100-24-30-5380-230
1032008	14	Adjustmen	INTERNET SERVICE	12/01/2024	52.38-	06/25	100-23-42-5371-230
1032008	15	Adjustmen	INTERNET SERVICE	12/01/2024	52.38-	06/25	601-23-52-5588-230
1032008	16	Adjustmen	INTERNET SERVICE	12/01/2024	52.39-	06/25	204-23-30-5310-230
1032008	17	Adjustmen	INTERNET SERVICE	12/01/2024	52.39-	06/25	603-23-70-5642-230
1032008	18	Adjustmen	INTERNET SERVICE	12/01/2024	52.39-	06/25	602-23-61-5642-230
1032008	19	Adjustmen	INTERNET SERVICE	12/01/2024	20.24-	06/25	100-21-22-5140-230
1032008	20	Adjustmen	INTERNET SERVICE	12/01/2024	147.25-	06/25	100-21-21-5110-230
1032008	21	Invoice	INTERNET SERVICE	12/01/2024	52.38	06/25	100-24-12-5430-230
1032008	22	Invoice	INTERNET SERVICE	12/01/2024	52.38	06/25	100-24-14-5435-230
1032008	23	Invoice	INTERNET SERVICE	12/01/2024	52.38	06/25	100-24-30-5380-230
1032008	24	Invoice	INTERNET SERVICE	12/01/2024	52.38	06/25	100-23-42-5371-230
1032008	25	Invoice	INTERNET SERVICE	12/01/2024	52.39	06/25	601-23-52-5588-230
1032008	26	Invoice	INTERNET SERVICE	12/01/2024	52.39	06/25	204-23-30-5310-230
1032008	27	Invoice	INTERNET SERVICE	12/01/2024	52.39	06/25	603-23-70-5642-230
1032008	28	Invoice	INTERNET SERVICE	12/01/2024	52.39	06/25	602-23-61-5642-230
1032008	29	Invoice	INTERNET SERVICE	12/01/2024	20.24	06/25	100-21-22-5140-230
1032008	30	Invoice	INTERNET SERVICE	12/01/2024	147.25	06/25	100-21-21-5110-230
Total 1032008:					586.57		
Total PLATINUM CONNECT, LLC. (7663):					904.77		
T-MOBILE (7288)							
973411563 N	1	Invoice	Inspection	11/21/2024	25.81	06/25	100-21-18-5190-230
973411563 N	2	Invoice	Police Dept	11/21/2024	154.80	06/25	100-21-21-5110-230
973411563 N	3	Invoice	Investigator	11/21/2024	33.47	06/25	100-21-21-5110-230
973411563 N	4	Invoice	Nuisances	11/21/2024	52.52	06/25	100-21-18-5190-230
973411563 N	5	Invoice	GETAC/Toughbooks	11/21/2024	253.20	06/25	100-21-21-5110-230
973411563 N	6	Invoice	Street (LOCATES)	11/21/2024	10.68	06/25	204-23-30-5310-230
973411563 N	7	Invoice	Street (LOCATES)	11/21/2024	10.68	06/25	602-23-62-5662-230
973411563 N	8	Invoice	Inspector	11/21/2024	21.37	06/25	100-21-18-5190-230
973411563 N	9	Invoice	Hot spot	11/21/2024	31.15	06/25	100-24-12-5430-230
Total 973411563 NOV 21, 2024:					593.68		
974816802 N	1	Invoice	Line	11/21/2024	15.00	06/25	601-23-52-5588-230
974816802 N	2	Invoice	Line	11/21/2024	14.99	06/25	601-23-51-5566-230
974816802 N	3	Invoice	Ariel	11/21/2024	46.16	06/25	100-24-18-5470-230

Invoice	Seq	Type	Description	Invoice Date	Total Cost	Period	GL Account
974816802	N 4	Invoice	Brandon	11/21/2024	40.20	06/25	204-23-30-5310-230
974816802	N 5	Invoice	Breanne	11/21/2024	15.39	06/25	100-22-42-5210-230
974816802	N 6	Invoice	Breanne	11/21/2024	15.39	06/25	100-22-42-5233-230
974816802	N 7	Invoice	Breanne	11/21/2024	15.38	06/25	100-23-42-5371-230
974816802	N 8	Invoice	Jake	11/21/2024	34.33	06/25	100-23-42-5371-230
974816802	N 9	Invoice	Jake	11/21/2024	34.33	06/25	100-22-42-5210-230
974816802	N 10	Invoice	Water -On Call	11/21/2024	44.44	06/25	602-23-61-5642-230
974816802	N 11	Invoice	WW - On Call	11/21/2024	44.44	06/25	603-23-70-5642-230
974816802	N 12	Invoice	NICK	11/21/2024	22.22	06/25	602-23-61-5642-230
974816802	N 13	Invoice	NICK	11/21/2024	22.22	06/25	603-23-70-5642-230
974816802	N 14	Invoice	CM	11/21/2024	68.66	06/25	100-24-12-5430-230
974816802	N 15	Invoice	PD-Luft	11/21/2024	30.83	06/25	100-21-21-5110-230
974816802	N 16	Invoice	SCADA	11/21/2024	19.97	06/25	602-23-61-5642-230
974816802	N 17	Invoice	Meter	11/21/2024	9.99	06/25	602-23-80-5902-299
974816802	N 18	Invoice	Meter	11/21/2024	9.98	06/25	601-23-80-5905-299
974816802	N 19	Invoice	Right of Way	11/21/2024	19.97	06/25	100-24-30-5380-230
974816802	N 20	Invoice	ROW-Gtec	11/21/2024	19.97	06/25	100-24-30-5380-230
974816802	N 21	Invoice	Cameras	11/21/2024	9.98	06/25	100-24-16-5420-215
974816802	N 22	Invoice	Cameras	11/21/2024	9.99	06/25	601-24-16-5930-215
974816802	N 23	Invoice	Cameras	11/21/2024	9.99	06/25	602-24-16-5930-215
974816802	N 24	Invoice	Cameras	11/21/2024	9.97	06/25	603-24-16-5930-215
974816802	N 25	Invoice	Street	11/21/2024	39.94	06/25	204-23-30-5310-230
974816802	N 26	Invoice	(lpads)	11/21/2024	39.94	06/25	602-23-62-5662-230
974816802	N 27	Invoice	LIVESTREAM	11/21/2024	30.83	06/25	100-24-11-5410-215
Total 974816802 NOV 21,2024:					694.50		
Total T-MOBILE (7288):					1,288.18		
Total 12/20/2024:					2,192.95		
Grand Totals:					<u>3,635,256.55</u>		

Report GL Period Summary

GL Period	Amount
06/25	3,635,256.55
Grand Totals:	<u>3,635,256.55</u>

Vendor number hash: 633716
 Vendor number hash - split: 1808738
 Total number of invoices: 165
 Total number of transactions: 386

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	3,635,256.55	3,635,256.55
Totals:	<u>3,635,256.55</u>	<u>3,635,256.55</u>

Payroll ending 11/30/24, paid 12/6/24 \$212,703.52
Grand Totals: \$3,847,960.07

FUND LIST TOTALS FOR BILLS December 16, 2024

<u>Account</u>	<u>Fund</u>	<u>Total Amount</u>
100	General	\$ 60,704.15
110	Gov Cap Equip & Improvement	\$ 4,318.34
204	Road Use Tax Fund	\$ 31,435.09
205	Airport	\$ 1,342.88
242	Econ. Dev	\$ 606,175.00
300	Debt Service	\$ 9,154.30
541	Brewer Willson Rd Project	\$ 65.35
542	Fair Meadow Phase II	\$ 19,873.98
543	Beach Street Improvements	\$ 20,642.64
601	Electric Utility	\$ 108,842.40
602	Water Utility	\$ 23,572.82
603	Sewer Fund	\$ 2,410,833.77
610	Electric Improvement & Equipment	\$ 4,318.35
611	Reisner Substation Project	\$ 213,903.87
613	69kV Transmission Project	\$ 34,419.06
614	URD Conversion	\$ 20,932.35
615	AMI Meter Project - Electric	\$ 50,586.32
620	Water Improvement & Equipment	\$ 4,318.35
621	Water Plant Improvement/Bond	\$ 2,303.00
625	AMI Meter Project - Water	\$ 900.00
630	Sewer Improvement & Equipment	\$ 4,318.35
902	Medical/Flex	\$ 2,296.18
	Claims Total	\$ 3,635,256.55
<u>PAYROLL</u>		
Payroll Ending November 30, 2024		\$212,703.52
Grand Total		\$ 3,847,960.07

WASTEWATER TREATMENT PLANT REPORT FOR THE MONTH OF NOVEMBER 2024

	MONTH November	Year to Date 2024	MONTH November	Year to Date 2023	
Total gallons flow	25,045,000	426,564,000	25,693,000	377,022,000	gal
Average daily flow	834,800		1,038,000		gal/da
Percentage treated	100		100		%
Total gallons raw sludge	110,885	1,142,706	105,150	971,920	gal
Total gallons digested sludge out	0		533,655		gal
Total gallons sludge transferred to storage tank	107,160		108,100		gal
Total gallons supernatant returned	0		25,832		gal
Methane gas produced	0		0		cu.ft.
Average effluent CBOD (25 mg/l aver. 40 mg/l max.)	10		11.5		mg/l
Number of days max. limit was exceeded	0		0		da
Average % removal	98.2		98.5		%
Average effluent suspended solids (mg/l aver. mg/l max.)	9.38		9.13		mg/l
Number of days max. limit was exceeded	0		0		da
Average percent removal	97		98.7		%
Average effluent ammonia nitrogen <1 (mg/l average, 14.7 mg/l max.limitation)	<1		<1		mg/l
Number of days max. limit was exceeded	0		0		da

ELECTRIC REPORT FOR THE MONTH OF NOVEMBER 2024

(Production Month-October 2024; Billing Month (Due) - November 2024)

	<u>MONTH</u> November	<u>Year to</u> Date 2024	<u>MONTH</u> November	<u>Year to</u> 2023
TOTAL PURCHASED POWER K.W.	8,242,071	95,472,356	8,633,945	100,241,968
Gross K.W. Generated For Maint.	38,960	54,700	0	372,790
For Corn Belt	0	727,040	0	2,068,290
Station Power K.W.	15,313	204,990	14,240	246,092
NET K.W.TO BOARD	8,226,758	95,267,366	8,619,705	99,995,876
Billed by Clerk's Office to Customers K.W.:				
Commercial Sales	2,200,319	24,943,466	2,195,133	26,535,560
Industrial Sales	2,651,071	27,582,515	2,638,045	28,141,134
City Departments & Street Lights	336,717	4,099,463	384,242	4,294,218
Residential Sales	2,006,831	28,560,750	2,085,568	29,789,099
Sales for Resale-Wholesale	597,900	6,640,600	624,200	7,525,400
KILOWATTS UNACCOUNTED	<u>433,920</u>	<u>3,440,572</u>	<u>692,517</u>	<u>3,710,465</u>
Percentage of Unaccounted for	5.27%	3.61%	8.03%	3.71%

LOAD COMPARISON	<u>2024</u>	<u>2023</u>
Peak K.W. Demand	14,960	19,720
Purchased Power	8,242,071	8,633,945
Net to Board	8,226,758	8,619,705

REMARKS:

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

Purch. Power Period	Billing Month (Due)	Month Purch.Power kWh	Pur Pwr	Month Billed KWh less StaPwr	Col D Net to Board	Month Unaccounted For %	Yr To Date Purch.Power less sta prkWh	Yr To Date Billed & SPwr kWh	Yr To Date Unaccounted kWh	Yr To Date Unaccounted For %
			= Net to Board kWh		less Col E Mo billed Mo Unaccounted 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	7,963,777	7,949,473	8,052,902	(103,429)	-1.30%	48,510,177	47,087,340	1,422,837	2.93%
Jun	July 2024	9,555,602	9,541,209	9,266,075	275,134	2.88%	58,051,386	56,353,415	1,697,971	2.92%
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	8,644,706	8,631,286	8,185,534	445,752	5.16%	87,040,608	84,033,956	3,006,652	3.45%
Oct	Nov 2024	8,242,071	8,226,758	7,792,838	433,920	5.27%	95,267,366	91,826,794	3,440,572	3.61%
Nov	Dec 2024									
TOTALS		95,472,356	95,267,366	91,826,794	3,440,572					

Billings
By Type of

By Type of Serv-kWh	Commercial	Industrial	City Depts & Street Lights	Residential	Wholesale	Station Power-N/C	Billed & Sta. Pwr Total	Previous Year Bill&Sta.Pwr Tot	
Jan 2024	2,247,629	2,216,617	454,244	2,786,103	707,300	25,876	8,437,769	9,149,683	
Feb 2024	2,212,465	2,422,324	415,946	2,592,136	714,000	29,709	8,386,580	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	2,469,851	2,459,913	356,711	2,347,059	552,000	13,420	8,198,954	8,272,977	
Nov 2024	2,200,319	2,651,071	336,717	2,006,831	597,900	15,313	7,808,151	7,941,428	
Dec 2024									
TOTALS		24,943,466	27,582,515	4,099,463	28,560,750	6,640,600	204,990	92,031,784	96,531,503

BILLING AMOUNT	Commercial Sales	Industrial Sales	City Depts. & St. Light Sales	Residential Sales	Wholesale Sales	Station Power	TOTAL SALES	PREVIOUS YEAR
Jan 2024	\$272,870.82	\$234,055.84	\$49,468.04	\$370,926.29	\$68,689.01	N/C	\$996,010.00	\$973,456.49
Feb 2024	\$269,096.16	\$201,006.47	\$45,795.93	\$351,549.58	\$70,310.33	N/C	\$937,758.47	\$997,484.42
Mar 2024	\$254,927.96	\$212,660.18	\$42,301.36	\$313,240.78	\$58,951.91	N/C	\$882,082.19	\$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	\$296,960.81	\$219,692.17	\$41,227.30	\$339,338.09	\$65,832.26	N/C	\$963,050.63	\$986,278.76
Nov 2024	\$269,850.53	\$255,215.58	\$38,727.87	\$296,767.62	\$56,835.17	N/C	\$917,396.77	\$927,364.20
Dec 2024								
TOTALS		\$3,025,157.33	\$2,534,188.26	\$465,105.48	\$3,884,604.14	\$681,678.22	\$10,590,733.43	\$10,868,606.89

Number of Customers	Commercial	Industrial	City Depts & St. Lights	Residential	Wholesale	Total	Previous Year
Jan 2023	534	7	49	3,865	3	4,458	4,482
Feb 2023	533	7	49	3,877	3	4,469	4,482
Mar 2023	530	7	49	3,881	3	4,470	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	530	7	48	3,879	3	4,467	4,461
Nov 2023	530	7	48	3,852	3	4,440	4,472
Dec 2023							

WATER PLANT REPORT FOR THE MONTH OF NOVEMBER 2024

(Production Month-October 2024 Billing Month (Due) November 2024)

	MONTH November	Year to Date 2024	MONTH November	Year to Date 2023
Total Gallons Pumped from Wells(Inf)	25,267,000	277,767,000	24,527,000	300,129,000
Average Gallons Pumped	(852,273)		(808,566)	
Gallons for Sludge	56,400	641,550	63,450	806,050
Total Gallons to Water Plant	25,210,600	277,125,450	24,463,550	299,322,950
Gallons to Distribution System From From Water Plant (Effluent reading)	25,157,000	274,219,000	27,288,000	306,259,000
TOTAL TO SYSTEM - CUBIC FEET	3,363,002	36,657,746	3,647,875	40,940,870
Billed by Clerk's Office to Customers Cubic Feet	2,348,200	27,134,900	2,319,900	28,858,800
Billed by City Departments Cubic Feet	326,800	3,557,800	352,700	3,686,500
Used by City Departments, but not billed-estimated Cubic Feet				
Fire	0	0	0	0
Meter	0	0	0	0
Sew. Disp.	0	0	0	0
Street,Water,SewerDistribution,Line est <i>(main breaks,hydrant flush,sewer, valve rpr,w.tower, line dept</i>	13,368	147,048	4,667	108,490
Water Plant filter backwash	24,592	396,047	26,310	528,769
Ground storage tank loss Recreation-Drink.Fount.		26,988	0	26,988
Cemetery		2,400	0	2,400
Change in Distribution System	37,960	572,483	30,977	666,647
Used by Contractor	0	0	0	0
CUBIC FEET UNACCOUNTED FOR	650,042	5,392,563	944,298	7,728,923
Percentage of Unaccounted for	19.33%	14.71%	25.89%	18.88%

NOTE: 24 loads of lime sludge
hailed to farm ground

NOTE: 27 loads of lime sludge
hailed to farm ground

REMARKS:

WATER UTILITY PRODUCTION SALES & USAGE 2024

Prod Mo.	Billing Month (Due)	Month to Distribution System C/F	Month Billed & Usage C/F	Month Unaccounted For C/F	Month Unaccounted For %	Yr to Date To Distribution System C/F	Yr to Date Billed & Unbilled C/F	Yr To Date Unaccounted For C/F	Yr To Date Unaccounted For %
Dec	Jan 2024	3,160,342	2,634,612	525,730	16.64%	3,160,342	2,634,612	525,730	16.64%
Jan	Feb 2024	3,118,901	2,586,126	532,775	17.08%	6,279,243	5,220,738	1,058,505	16.86%
Feb	Mar 2024	3,007,144	2,358,034	649,110	21.59%	9,286,387	7,578,772	1,707,615	18.39%
Mar	Apr 2024	2,997,920	2,688,453	309,467	10.32%	12,284,307	10,267,225	2,017,081	16.42%
Apr	May 2024	3,250,442	3,244,504	5,938	0.18%	15,534,749	13,511,729	2,023,020	13.02%
May	Jun 2024	3,377,038	2,812,826	564,212	16.71%	18,911,787	16,324,555	2,587,232	13.68%
June	July 2024	3,469,411	2,945,595	523,816	15.10%	22,381,198	19,270,150	3,111,048	13.90%
July	Aug 2024	3,657,366	3,263,105	394,261	10.78%	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	3,450,429	2,955,396	495,033	14.35%	33,294,744	28,552,223	4,742,521	14.24%
Oct	Nov 2024	3,363,002	2,712,960	650,042	19.33%	36,657,746	31,265,183	5,392,563	14.71%
Nov	Dec 2024								
TOTALS		36,657,746	31,265,183	5,392,563					

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

By Type of Service-C/F	Commercial	Industrial	City Depts.	Residential	Not metered	Total	Previous Year	Previous 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	702,000	498,300	445,300	1,228,200	81,596	2,955,396	2,818,225	3,758,429	
Nov 2024	615,000	520,400	326,800	1,212,800	37,960	2,712,960	2,703,577	3,647,875	
Dec 2024									
TOTALS		7,884,500	5,062,100	3,557,800	14,188,300	572,483	31,265,183	33,211,947	40,940,870

BILLING AMOUNT	Commercial Sales	Industrial Sales	City Depts. Sales	Residential Sales	City Depts Not Sold	TOTAL SALES	PREVIOUS 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
Apr 2024	\$57,311.60	\$24,463.99	\$17,402.07	\$174,716.42	N/C	\$273,894.08	\$ 209,826.64
May 2024	\$64,364.91	\$31,537.95	\$18,472.42	\$174,281.55	N/C	\$288,656.83	\$ 209,062.30
Jun 2024	\$66,423.57	\$26,611.81	\$14,779.82	\$175,097.30	N/C	\$282,912.50	\$ 237,411.82
July 2024	\$62,532.93	\$25,719.95	\$25,225.72	\$186,632.86	N/C	\$300,111.46	\$ 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	\$52,388.24	\$29,421.92	\$21,581.73	\$174,195.08	N/C	\$277,586.97	\$ 216,373.60
Nov 2024	\$54,906.45	\$30,610.90	\$18,982.34	\$173,279.64	N/C	\$277,779.33	\$ 210,345.09
Dec 2024							
TOTALS		\$658,408.90	\$303,774.53	\$198,351.44	\$1,953,752.30	\$3,114,287.17	\$2,460,537.76

Number of Customers	Commercial	Industrial	City Depts.	Residential	Previous Year
Jan 2024	350	7	15	3,168	3,540
Feb 2024	349	7	15	3,166	3,537
Mar 2024	350	7	15	3,169	3,541
Apr 2024	354	7	19	3,141	3,521
May 2024	350	7	19	3,117	3,493
Jun 2024	354	7	19	3,147	3,527
July 2024	350	7	19	3,157	3,533
Aug 2024	362	7	19	3,165	3,553
Sept 2024	355	7	19	3,153	3,534
Oct 2024	354	7	18	3,169	3,548
Nov 2024	355	7	15	3,152	3,529
Dec 2024					

INCIDENT ANALYSIS - DAY

Date 12/09/2024

Time 10:40:00AM

Report CFS03

Agency Webster City Police Department

Dates 11/01/2024 Thru 11/30/2024

Activity	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total	
Agency: WCPD Webster City Police Department									
01050	Traffic Accident PD	2	1	0	1	2	1	0	7
1050H	Hit And Run	0	0	0	0	1	0	0	1
1050I	Traffic Accident Injury	1	0	0	0	0	0	0	1
911P	911P Phone Dispatched	1	0	1	1	0	0	0	3
911R	911 Radio Dispatched	5	7	3	6	2	5	5	33
911T	911 Call Transferred	3	1	0	0	2	0	5	11
ALARM	Alarm Actual/False	1	1	2	0	1	1	2	8
ANIM	Animal Complaint	3	1	4	8	2	7	8	33
ASSAG	Asssit Other Agency	3	1	3	3	1	1	2	14
ASSLT	Assault	1	1	1	1	0	1	1	6
ASSSO	Assist Sheriffs Office	0	2	0	0	0	1	1	4
BC	Business Check	0	0	0	1	0	0	0	1
BIKE	Bicycle Violations	0	1	0	1	0	1	0	3
BURG	Burg/Breaking & Entering	0	1	0	0	1	2	3	7
BURN	Burning Complaint	0	0	1	0	1	0	0	2
CIVIL	Civil Disputes	1	1	0	0	0	1	1	4
CR	Commercial/Resd Patrol	15	11	8	11	16	18	18	97
DEATH	Death/Unattended	0	2	0	0	0	0	0	2
DIREC	Directed Assignment	8	3	8	6	6	8	10	49
DOM	Domestic Disturbances	0	0	2	0	1	3	2	8
DP	Downtown Foot Patrol	5	5	8	4	7	11	8	48
DRIVE	Driving Complaints	0	2	4	4	1	4	7	22
EMS	Assist VDMC	5	5	2	7	5	5	4	33
FI	Field Interview	1	0	2	0	0	1	1	5
FIRE	Fire	0	1	0	1	3	1	1	7
FOLL	Follow Up	1	2	7	3	0	3	3	19
FOOT	Foot Patrol	0	1	0	0	0	0	0	1
FRAUD	Fraud	0	0	1	1	0	1	0	3
FUNER	Escort/Funeral	0	0	0	0	0	1	2	3
HARR	Harasement	1	1	1	1	0	2	0	6
HOUSE	Unhoused Individual	1	0	0	0	0	1	0	2
INTOX	Intoxication	0	2	0	0	0	0	0	2
JUVE	Juveniles	0	0	0	0	0	2	0	2
MISS	Missing Person	0	0	1	0	2	0	0	3
MOTOR	Motorist Assist	0	0	1	0	1	1	3	6
NOISE	Noise Complaints	0	0	0	1	0	1	2	4
NOTIF	Notification	0	1	2	0	2	2	2	9
NUIS	Nuisance Calls	1	8	5	3	6	5	1	29
OPEN	Open Window/Door	1	0	0	0	0	0	0	1
PARK	Parking Violations	2	3	3	5	2	5	5	25
PROJA	Project Awareness	2	13	10	13	11	14	15	78
PROP	Lost/Found Property	2	3	0	2	4	4	4	19
PUB	Assistance Public	5	20	13	14	9	8	10	79
SP	School Foot Patrol	0	6	5	2	6	2	0	21
STAP	Staionary Patrol	1	1	2	0	0	1	0	5
STR	Debris/Street Problems	2	1	2	1	3	0	4	13
SUIC	Suicide/Attempted	0	1	0	0	0	0	0	1
SUSP	Suspicious Activity	6	6	1	3	11	6	5	38
TCS	Traffic Control/School	0	6	3	5	4	6	0	24
THEFT	Theft	1	2	2	0	0	1	4	10
TIP	Tip	0	0	1	1	0	1	1	4
Tobac	Tobacco Violation	0	0	0	1	1	0	0	2

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INCIDENT ANALYSIS - DAY

Date 12/09/2024
Time 10:40:00AM
Report CFS03

Agency Webster City Police Department
Dates 11/01/2024 **Thru** 11/30/2024

Activity	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Total
TRESP Criminal Trespass	1	1	0	0	0	0	0	2
TS Traffic Stop	6	5	4	6	5	6	7	39
UNLOC Vehicle Unlock	3	0	1	1	3	4	5	17
UTIL Utility Problems	1	0	0	1	0	0	1	3
VAND Vandalism	0	0	0	0	0	1	1	2
VC Vacation House Watch	0	3	5	3	4	1	0	16
VIOL Violation Restraining Ord	0	1	0	0	0	0	1	2
WARR Warrant Served	1	1	2	0	2	1	0	7
WELF Welfare Check	2	1	2	2	0	2	0	9
WIND Public Window Assist	4	6	7	4	5	11	2	39
Webster City Police Department Agency Total	99	142	130	128	133	165	157	954
Total	99	142	130	128	133	165	157	954

FIRE DEPARTMENT REPORT

November 2024

ALARMS

<u>DATE</u>	<u>TIME</u>	<u>ADDRESS</u>	<u>TYPE OF SITUATION FOUND</u>	<u>CITY, MUTUAL AID, DISTRICT</u>
11-01	1722	605 Willson Ave.	Fire Alarm	City
11-07	1255	Division St.	Spill of Hazmat	City
11-07	2043	505 Fair Meadow Dr.	Gas Leak	City
11-08	1737	505 Fair Meadow Dr.	Hazmat call	City
11-11	1154	305 Fair Meadow Dr.	Gas Leak	City
11-11	1306	2400 Superior St.	Oil Spill	City
11-11	2200	N. Terrace Dr.	Oil Spill	City
11-12	0838	511 Elm St.	Smoke detector activation	City
11-13	2135	2268 180 th St.	House Fire	Mutual Aid
11-14	0710	2268 180 th St.	House Fire	Mutual Aid
11-14	1340	First St.	Vehicle Fire	City
11-15	0654	180 th St.	Vehicle accident/ Rescue	District
11-17	0240	1107 Central Ave Fort Dodge	Building Fire	Mutual Aid
11-17	2048	Young St.	Vehicle accident	City
11-18	1640	404 2 nd St.	False alarm	City

11-19	0710	404 Inkpaduta Ave.	Vehicle accident/ Extrication	District
11-20	1248	735 White Fox Rd.	Outside trash fire	City
11-22	1428	3395 Keokuk Ave.	Anhydrous Ammonia Leak	Mutual Aid
11-26	0727	2350 Hospital Dr.	Fire Alarm	City
11-29	0610	1401 Wall St.	Fire Alarm	City
11-30	1415	1751 210 th St.	Wildland Fire	City

Year to Date Total = 155

November Total =21

City- =15

Mutual- =04

District- =02

TRAINING

	<u>TIME</u>	<u>TYPE OF TRAINING</u>	<u>HOURS</u>	<u>PERSONNEL</u>
11-20		Officer meeting	2	9
11-25		Drill- CPR on Firefighter/ Stop bleed/ VDMC truck familiarization	2	27

Year to Date Total = 947

November Total = 72

INSPECTIONS

<u>DATE</u>	<u>BUSINESS</u>	<u>REASON FOR INSPECTION</u>
<u>11-14</u>	<u>Permit and ESO overview</u>	<u>Possible new mode of ops</u>

Year to Date Total = 41

November Total =01

MISCELLANEOUS

<u>DATE</u>	<u>TIME</u>	<u>EVENT</u>
11-4		Home escape plan winner of Ride A Firetruck to School
		Filled SCBA for Stratford Fire Dept.
		Preschool tour of Firehouse
11-8		2 Firehouse tours for St. Thomas
11-12		Snow Removal mtg.
		Mtg with Electronic Engineering on Radio updates
11-13		Flush of the month 12,000 gallons
11-14		R35 repair power steering unit
11-15		Work on recue grant information
		Meeting with Police chief on radios, prom event, sirens
11-20		Repair bay tube heating system
		Child car seat safety check
11-25		Put heat pans on all trucks
		Annual ladder testing
11-27		Install new part on Bay heater

MEETING ROOM

<u>DATE</u>	<u>TIME</u>	<u>USED BY</u>
<u>11-2,9,16</u>		Men's group meeting

20
24

OUTDOOR SWIMMING POOL REPORT

Prepared by: Ariel Bertran
Presented by: Breanne Leshner



WEBSTER
CITY

Introduction

The facility was open 75 days between June 3 and August 16. The average days open between 2021 and 2024 was 76 days. The facility had 6,540 passes scanned and an additional 1,766 daily admissions for the entire season, averaging 111 users/day.

The facility offers various programming including aquacise, aquatots and two sessions of public swim lessons. Staff continues to look at other possible programming for the future.

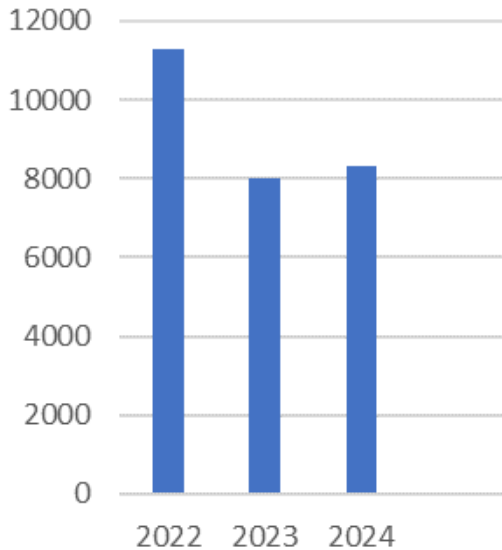
To keep the outdoor pool safe, 9 lifeguards are needed on duty at all times. In a typical season two shifts are ran, requiring a total of 18 full-time lifeguards. However, during the 2024 season, we only had 10 full-time lifeguards, so the pool operated with just one shift, meaning the team worked every day of the week. This staffing challenge is why pool hours were shortened. Additionally, we had 11 substitute lifeguards who helped fill in as needed.



Facility Users

The facility had 8,417 visitors use the outdoor swimming pool this summer.

NUMBER OF USERS PER YEAR



Facility Users

Passes Scanned	6,540
Daily Entries	1,766
Aquacise Members	15-20
Aquatots Members	15
Public Swim Lessons Session 1	50
Public Swim Lessons Session 2	26
Total Visitors	8,417

SEASON PASSES

Type	# Sold
Family	143
Adult	41
Youth	112
Total	296

Season pass scans made up approximately 77.7% of the total 8,417 visits. Season passes amounted to roughly \$23,219 which is 59.6% of the total admission revenue.



Pool Programming

Swimming Lessons

American Red Cross Public Swimming Lessons are offered at the outdoor pool during the summer. Two different sessions of swimming lessons are offered, featuring six levels of certification. Each level teaches different skills, strokes and other essentials that must be passed to advance to the next level. The cost is \$37.50 per person, which covers 10 days of 45-minute lessons over a two-week period. The schedule also accounts for potential weather delays, ensuring registrants get the full lesson.

Aquatots

Aquatots is \$32.50 per session and designed for children ages 6 months to 3 years old. This program introduces kids to the water with activities like floating, blowing bubbles, and building water confidence while teaching safe boundaries. Each session lasts three weeks with classes held twice a week. Lessons are led by our lifeguards, with 1-3 instructors per class based on the group size, ensuring a safe and engaging experience!

Aquacise

Aquacise is \$75 and offers a fun way to stay active with water aerobics. This program focuses on leg, arm and core exercises, all done in the water for a low-impact, high-energy workout. Each session runs for 8 weeks, with classes held three times a week over the lunch hour. Lessons are led by 1-2 instructors, making it a great way to get moving and stay fit!



Concessions

Concession expenses amounted to \$14,493.97, while revenue from concessions reached, resulting in a net profit of \$2,617.75 for the season. Concessions contributed 6% of the total revenue for the outdoor swimming pool for the 2024 season.

Total Revenue

For the 2024 Season, the outdoor pool generated \$38,968.58 in admission revenue and \$2,617.75 in net concessions income, resulting in a total revenue of \$41,586.33

Budget

The total budget for the outdoor pool is \$181,337, which includes payroll expenses.





MEMORANDUM

TO: Mayor and City Council

FROM: Brandon Bahrenfuss, Street Supervisor
John Harrenstein, City Manager

DATE: December 16, 2024

RE: Adopt a Resolution Approving and Confirming Final Plans, Specifications and Form of Contract and Estimate of Cost for the 2025 Fair Meadow Drive Reconstruction Project and Awarding Contract to Castor Construction in the Amount of \$1,602,379.16 and Committing Necessary Funds to Complete the Project

SUMMARY: The 2025 Fair Meadow Drive Reconstruction Project plans and specifications request for proposals has closed. The City received five bids, with the lowest bidder coming in \$739,622.84 under the engineer's estimate for construction. City staff and consulting engineers believe Castor Construction and their subcontractors can successfully complete this project and recommend awarding the bid in the amount of \$1,602,379.16.

PREVIOUS COUNCIL ACTION: The Council approved a Notice of Hearing on Proposed Plans and Specifications and Proposed Form of Contract and Estimate of Cost for the Construction of the 2025 Fair Meadow Drive Reconstruction Project on November 4, 2024.

The Council approved Amendment No. 32 with Snyder & Associates to complete the project development, administration, survey, design and construction administration and observation of the 2025 Fair Meadow Drive Reconstruction Project on May 20, 2024.

The Council has incorporated this as part of the 5-year CIP in the FY 2024-25 Budget.

BACKGROUND/DISCUSSION: The City routinely plans for improvements of its local roads and infrastructure. The 2025 Fair Meadow Drive Reconstruction Project was approved as part of the Capital Improvement Plan for FY 24-25 and FY 25-26. The project consists of curb and gutter, hot mix asphalt pavement, Portland Cement Concrete (PCC) sidewalk, PCC driveway approach pavement. PCC side street and roadway connection patching, water main replacement, storm sewer extension and improvement, and sanitary sewer rehabilitation (CIPP lining) on Fair Meadow Drive. The project also includes sidewalk and ADA ramp improvements on Des Moines Street from Fair Meadow Drive to Middle Street, to complete sidewalk connections.

There were nearly 70 plan holders for the bid letting, with five construction companies bidding on the project. The primary cost difference between the engineers estimate and apparent low bid are curb and

gutter, water main, and earthwork related items. Snyder and Associates believe these prices are reflective of the current bid climate.

Bidders:	Total Bid:
Engineers Estimate	\$2,342,002.00
Castor Construction, Fort Dodge, IA	\$1,602,379.16
Rasch Construction Inc., Fort Dodge, IA	\$1,974,326.00
Reilly Construction Co. Inc., Ossian, IA	\$2,009,911.90
TK Concrete, Pella, IA	\$2,331,889.00
Doyle Construction, Fort Dodge, IA	\$2,354,277.69

Castor Construction is no stranger to Webster City projects as they have been the prime contractor for Betsy Lane Reconstruction Project and this year’s Fair Meadow Drive Reconstruction Project. Castor Construction was also a subcontractor for the Lincoln Drive Reconstruction Project, 2022 HMA Improvements Project, and 2020/2021 Second Street Reconstruction Project.

The proposed project schedule is as follows:

City Council Reviews Bids/Receives Contract	December 16, 2024
Begin Construction (Late Start)	May 5, 2025
Construction Substantially Complete (Estimated)	November 2025

FINANCIAL IMPLICATIONS: The contracted amount for the project cost in the amount of \$1,602,379.16.

RECOMMENDATION: Staff recommends the City Council adopt a resolution approving and confirming Final plans, specifications and form of contract and estimate of cost for the 2025 Fair Meadow Drive Reconstruction Project and awarding the contract to Castor Construction in the Amount of \$1,602,379.16 and committing necessary funds to complete the project.

December 16, 2024

Mr. Brandon Bahrenfuss, Street Department Supervisor
City of Webster City
400 2nd St., Box 217
Webster City, IA 50595

RE: 2025 FAIR MEADOW DRIVE RECONSTRUCTION PROJECT
REPORT OF BIDS AND AWARD RECOMMENDATION
CITY PROJECT No. 09-25-005-1; S&A PROJECT NO. 124.0690.01

Dear Brandon:

The bid letting for the 2025 Fair Meadow Drive Reconstruction Project was held Thursday, December 5, 2024, at City Hall. Five (5) bid proposals were received, and Castor Construction of Fort Dodge, Iowa, submitted the apparent low bid of \$1,602,379.16.

The bids were reviewed and tabulated (refer to attached bid tabulation). The bids received ranged between \$1,602,379.16 to \$2,354,277.69. The Engineer's Estimate for the Base Bid without contingency was \$2,342,002.00. There were nearly 70 plan holders for the bid letting, with five bidders, the total bid prices were competitive

The primary cost difference between the Engineer's Estimate and apparent low bid are water main, curb and gutter, and earthwork related items. We believe these lower prices are reflective of the current bid climate.

Snyder & Associates and Webster City have successfully worked with Castor Construction as a prime contractor on recent Webster City projects, such as this year's Fair Meadow Drive Reconstruction Project. This project is similar in scope but involves less complex staging. Castor Construction was also a subcontractor on the following recent Webster City projects, Lincoln Drive Reconstruction Project, 2022 HMA Improvements Project, 2020 and 2021 Second Street Reconstruction Projects.

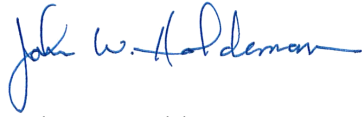
We believe that Castor Construction and their subcontractors can successfully complete this project. Snyder & Associates, Inc. recommends award to Castor Construction for the bid of \$1,602,379.16.

Report of Bids
Brandon Bahrenfuss
December 16, 2024
Page 2 of 2

We will be in attendance at the council meeting on December 16, 2024, to answer any questions on the Report of Bids.

Sincerely,

SNYDER & ASSOCIATES, INC.



John W. Haldeman, P. E.
Project Manager

CC: Derrick Drube, ROW Inspector
Brandon Bahrenfuss, Street Department Supervisor
Dedra Nerland, Public Works Management Assistant
Logan Jarvis, Project Engineer

TABULATION OF BIDS

2025 Fair Meadow Drive Reconstruction Project

City of Webster City

Project No. 124.0690.01

Bid Date/Time: December 5, 2024 at 2:00 PM

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 CASTOR CONSTRUCTION FORT DODGE, IA		2 RASCH CONSTRUCTION INC FORT DODGE, IA		3 REILLY CONSTRUCTION CO., INC. OSSIAN, IA		4 TK CONCRETE, INC PELLA, IA		5 DOYLE CONSTRUCTION LLC FORT DODGE, IA	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
EARTHWORK															
2.01	Clearing and Grubbing	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 3,964.00	\$ 3,964.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00	\$ 9,500.00	\$ 9,500.00
2.02	Topsoil, Amended	CY	458	\$ 35.00	\$ 16,030.00	\$ 72.30	\$ 33,113.40	\$ 45.00	\$ 20,610.00	\$ 50.00	\$ 22,900.00	\$ 55.00	\$ 25,190.00	\$ 75.00	\$ 34,350.00
2.03	Excavation, Class 10	CY	1831	\$ 25.00	\$ 45,775.00	\$ 16.65	\$ 30,486.15	\$ 18.00	\$ 32,958.00	\$ 14.00	\$ 25,634.00	\$ 25.00	\$ 45,775.00	\$ 24.00	\$ 43,944.00
2.04	Subgrade Treatment, Geogrid (Triaxial)	SY	6254	\$ 12.00	\$ 75,048.00	\$ 7.11	\$ 44,465.94	\$ 5.00	\$ 31,270.00	\$ 7.25	\$ 45,341.50	\$ 5.00	\$ 31,270.00	\$ 12.00	\$ 75,048.00
2.05	Subbase, Modified, 8-Inch Thick (City furnished)	SY	6254	\$ 12.00	\$ 75,048.00	\$ 3.66	\$ 22,889.64	\$ 9.00	\$ 56,286.00	\$ 4.50	\$ 28,143.00	\$ 6.00	\$ 37,524.00	\$ 10.50	\$ 65,667.00
2.06	Subbase, Special Backfill, 8-Inch Thick (Contractor furnished)	SY	460	\$ 20.00	\$ 9,200.00	\$ 15.90	\$ 7,314.00	\$ 15.00	\$ 6,900.00	\$ 18.00	\$ 8,280.00	\$ 15.50	\$ 7,130.00	\$ 54.00	\$ 24,840.00
2.07	Compaction Testing	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 5,000.00	\$ 5,000.00	\$ 7,370.00	\$ 7,370.00
2.08	Temporary Granular Surfacing, Roadway, 2-Inch Thick	SY	6254	\$ 3.00	\$ 18,762.00	\$ 1.30	\$ 8,130.20	\$ 1.50	\$ 9,381.00	\$ 2.25	\$ 14,071.50	\$ 4.00	\$ 25,016.00	\$ 17.25	\$ 107,881.50
TRENCHING															
3.01	Trench Compaction Testing	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 4,500.00	\$ 4,500.00	\$ 7,370.00	\$ 7,370.00
SEWERS AND DRAINS															
4.01	Sanitary Sewer Gravity Main, Trenched, AWWA C900 PVC, 8-Inch Dia.	LF	74	\$ 80.00	\$ 5,920.00	\$ 79.95	\$ 5,916.30	\$ 100.00	\$ 7,400.00	\$ 125.00	\$ 9,250.00	\$ 165.00	\$ 12,210.00	\$ 138.00	\$ 10,212.00
4.02	Removal of Sanitary Sewer, Vitrified Clay Pipe, 8-Inch Dia.	LF	74	\$ 25.00	\$ 1,850.00	\$ 3.90	\$ 288.60	\$ 10.00	\$ 740.00	\$ 25.00	\$ 1,850.00	\$ 45.00	\$ 3,330.00	\$ 12.00	\$ 888.00
4.03	Storm Sewer, Trenched, Class III RCP, 15-Inch Diameter	LF	359	\$ 100.00	\$ 35,900.00	\$ 65.74	\$ 23,600.66	\$ 78.00	\$ 28,002.00	\$ 70.00	\$ 25,130.00	\$ 100.00	\$ 35,900.00	\$ 100.00	\$ 35,900.00
4.04	Storm Sewer, Trenched, Class III RCP, 18-Inch Diameter	LF	41	\$ 120.00	\$ 4,920.00	\$ 136.06	\$ 5,578.46	\$ 98.00	\$ 4,018.00	\$ 125.00	\$ 5,125.00	\$ 300.00	\$ 12,300.00	\$ 205.00	\$ 8,405.00
4.05	Storm Sewer, Trenched, Class III RCP, 24-Inch Diameter	LF	600	\$ 150.00	\$ 90,000.00	\$ 91.20	\$ 54,720.00	\$ 93.00	\$ 55,800.00	\$ 100.00	\$ 60,000.00	\$ 122.50	\$ 73,500.00	\$ 140.00	\$ 84,000.00
4.06	Removal of Storm Sewer, 24-Inch Dia. Or Less	LF	627	\$ 25.00	\$ 15,675.00	\$ 4.80	\$ 3,009.60	\$ 15.00	\$ 9,405.00	\$ 15.00	\$ 9,405.00	\$ 28.00	\$ 17,556.00	\$ 22.50	\$ 14,107.50
4.07	Storm Sewer Abandonment, Fill and Plug, 10-Inch Diameter	LF	52	\$ 25.00	\$ 1,300.00	\$ 13.50	\$ 702.00	\$ 18.00	\$ 936.00	\$ 50.00	\$ 2,600.00	\$ 65.00	\$ 3,380.00	\$ 39.00	\$ 2,028.00
4.08	Storm Sewer Abandonment, Fill and Plug, 18-Inch Diameter	LF	136	\$ 30.00	\$ 4,080.00	\$ 18.00	\$ 2,448.00	\$ 22.00	\$ 2,992.00	\$ 50.00	\$ 6,800.00	\$ 65.00	\$ 8,840.00	\$ 39.00	\$ 5,304.00
4.09	Subdrain, Longitudinal, HDPE, Perforated Dual Wall, 6-Inch Dia.	LF	2889	\$ 25.00	\$ 72,225.00	\$ 16.40	\$ 47,379.60	\$ 16.00	\$ 46,224.00	\$ 23.50	\$ 67,891.50	\$ 23.00	\$ 66,447.00	\$ 22.00	\$ 63,558.00
4.10	Footing Drain Collector, HDPE, Perforated Dual Wall, 8-Inch Dia.	LF	150	\$ 30.00	\$ 4,500.00	\$ 27.24	\$ 4,086.00	\$ 22.00	\$ 3,300.00	\$ 30.00	\$ 4,500.00	\$ 35.00	\$ 5,250.00	\$ 37.00	\$ 5,550.00
4.11	Subdrain Cleanout, Type A-2, 6-Inch Dia.	EA	12	\$ 750.00	\$ 9,000.00	\$ 424.00	\$ 5,088.00	\$ 600.00	\$ 7,200.00	\$ 625.00	\$ 7,500.00	\$ 1,000.00	\$ 12,000.00	\$ 750.00	\$ 9,000.00
4.12	Subdrain Outlet & Connections, Into Structure	EA	22	\$ 500.00	\$ 11,000.00	\$ 271.00	\$ 5,962.00	\$ 140.00	\$ 3,080.00	\$ 375.00	\$ 8,250.00	\$ 425.00	\$ 9,350.00	\$ 940.00	\$ 20,680.00
4.13	Footing Drain Outlets and Connections, Into Structure	EA	3	\$ 500.00	\$ 1,500.00	\$ 320.00	\$ 960.00	\$ 250.00	\$ 750.00	\$ 725.00	\$ 2,175.00	\$ 500.00	\$ 1,500.00	\$ 1,585.00	\$ 4,755.00
4.14	Pre-Rehabilitation Pipe Cleaning and Inspection, 4" to 12"	LF	1956	\$ 3.00	\$ 5,868.00	\$ 6.97	\$ 13,633.32	\$ 4.00	\$ 7,824.00	\$ 7.50	\$ 14,670.00	\$ 62.50	\$ 122,250.00	\$ 5.50	\$ 10,758.00
4.15	Additional Sewer Cleaning	HR	10	\$ 650.00	\$ 6,500.00	\$ 275.00	\$ 2,750.00	\$ 375.00	\$ 3,750.00	\$ 275.00	\$ 2,750.00	\$ 600.00 (2)	\$ 6,000.00	\$ 412.50	\$ 4,125.00
4.16	CIPP Main Lining, 8-Inch Dia.	LF	1956	\$ 45.00	\$ 88,020.00	\$ 25.74	\$ 50,347.44	\$ 39.00	\$ 76,284.00	\$ 25.00	\$ 48,900.00	\$ 56.50	\$ 110,514.00	\$ 44.00	\$ 86,064.00
4.17	Sanitary Sewer Service Reinstatement	EA	34	\$ 85.00	\$ 2,890.00	\$ 55.00	\$ 1,870.00	\$ 60.00	\$ 2,040.00	\$ 55.00	\$ 1,870.00	\$ 300.00	\$ 10,200.00	\$ 82.50	\$ 2,805.00
4.18	CIPP End Seals, 8-Inch Dia.	EA	19	\$ 175.00	\$ 3,325.00	\$ 197.35	\$ 3,749.65	\$ 150.00	\$ 2,850.00	\$ 200.00	\$ 3,800.00	\$ 350.00	\$ 6,650.00	\$ 187.00	\$ 3,553.00
4.19	Bypass Pumping	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 550.00	\$ 550.00	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 550.00	\$ 550.00
WATER MAIN AND APPURTENANCES															
5.01	Water Main, Trenched, 8-Inch Dia. C900	LF	2005	\$ 80.00	\$ 160,400.00	\$ 53.50	\$ 107,267.50	\$ 85.00	\$ 170,425.00	\$ 52.50	\$ 105,262.50	\$ 85.00	\$ 170,425.00	\$ 85.00	\$ 170,425.00
5.02	Water Main, Trenched, 12-Inch Dia. C900	LF	35	\$ 90.00	\$ 3,150.00	\$ 116.10	\$ 4,063.50	\$ 95.00	\$ 3,325.00	\$ 75.00	\$ 2,625.00	\$ 275.00	\$ 9,625.00	\$ 178.50	\$ 6,247.50
5.03	Fitting, DIP	LB	3621	\$ 25.00	\$ 90,525.00	\$ 10.03	\$ 36,318.63	\$ 13.00	\$ 47,073.00	\$ 18.00	\$ 65,178.00	\$ 16.00	\$ 57,936.00	\$ 13.00	\$ 47,073.00
5.04	Water Service, Copper or Polyethylene, 1-Inch Dia.	LF	835	\$ 40.00	\$ 33,400.00	\$ 24.65	\$ 20,582.75	\$ 30.00	\$ 25,050.00	\$ 30.00	\$ 25,050.00	\$ 32.00	\$ 26,720.00	\$ 18.00	\$ 15,030.00
5.05	Water Service, Polyethylene, 2-Inch Dia., Temporary	LF	2600	\$ 48.00	\$ 124,800.00	\$ 6.92	\$ 17,992.00	\$ 17.00	\$ 44,200.00	\$ 10.50	\$ 27,300.00	\$ 5.50	\$ 14,300.00	\$ 12.50	\$ 32,500.00
5.06	Water Service Corporation, Double Strap Saddle and Ball Corporation Stop, 1-Inch Dia.	EA	32	\$ 200.00	\$ 6,400.00	\$ 445.00	\$ 14,240.00	\$ 375.00	\$ 12,000.00	\$ 700.00	\$ 22,400.00	\$ 1,650.00	\$ 52,800.00	\$ 515.00	\$ 16,480.00
5.07	Water Service Curb Stop and Box, 1-Inch Dia.	EA	27	\$ 750.00	\$ 20,250.00	\$ 454.00	\$ 12,258.00	\$ 450.00	\$ 12,150.00	\$ 750.00	\$ 20,250.00	\$ 1,750.00	\$ 47,250.00	\$ 600.00	\$ 16,200.00
5.08	Water Main Abandonment, Cap, 12-Inch Dia. Or Less	EA	7	\$ 1,000.00	\$ 7,000.00	\$ 415.00	\$ 2,905.00	\$ 450.00	\$ 3,150.00	\$ 1,500.00	\$ 10,500.00	\$ 825.00	\$ 5,775.00	\$ 450.00	\$ 3,150.00
5.09	Water Main Removal, 12-Inch Dia. Or Less	LF	1468	\$ 25.00	\$ 36,700.00	\$ 7.50	\$ 11,010.00	\$ 15.00	\$ 22,020.00	\$ 15.00	\$ 22,020.00	\$ 22.00	\$ 32,296.00	\$ 12.00	\$ 17,616.00
5.10	Gate Valve, 6"	EA	1	\$ 1,800.00	\$ 1,800.00	\$ 1,932.00	\$ 1,932.00	\$ 1,700.00	\$ 1,700.00	\$ 2,150.00	\$ 2,150.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
5.11	Gate Valve, 8"	EA	13	\$ 2,750.00	\$ 35,750.00	\$ 2,385.00	\$ 31,005.00	\$ 2,450.00	\$ 31,850.00	\$ 2,950.00	\$ 38,350.00	\$ 3,000.00	\$ 39,000.00	\$ 3,350.00	\$ 43,550.00
5.12	Gate Valve, 12"	EA	1	\$ 4,500.00	\$ 4,500.00	\$ 4,282.00	\$ 4,282.00	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,750.00	\$ 5,750.00
5.13	Fire Hydrant Assembly	EA	3	\$ 8,000.00	\$ 24,000.00	\$ 7,483.00	\$ 22,449.00	\$ 8,200.00	\$ 24,600.00	\$ 8,250.00	\$ 24,750.00	\$ 9,000.00	\$ 27,000.00	\$ 9,250.00	\$ 27,750.00
5.14	Flushing Device (Blowoff), Temporary	EA	16	\$ 1,200.00	\$ 19,200.00	\$ 1,025.00	\$ 16,400.00	\$ 1,400.00	\$ 22,400.00	\$ 1,500.00	\$ 24,000.00	\$ 2,200.00	\$ 35,200.00	\$ 500.00	\$ 8,000.00
5.15	Valve Removals, 12-Inch Dia. Or Less	EA	9	\$ 750.00	\$ 6,750.00	\$ 400.00	\$ 3,600.00	\$ 250.00	\$ 2,250.00	\$ 750.00	\$ 6,750.00	\$ 650.00	\$ 5,850.00	\$ 750.00	\$ 6,750.00
5.16	Valve Box Removal	EA	4	\$ 500.00	\$ 2,000.00	\$ 120.00	\$ 480.00	\$ 100.00	\$ 400.00	\$ 500.00	\$ 2,000.00	\$ 330.00	\$ 1,320.00	\$ 400.00	\$ 1,600.00
5.17	Fire Hydrant Assembly Removal	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 710.00	\$ 710.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
5.18	Temporary Service Connection	EA	27	\$ 400.00	\$ 10,800.00	\$ 585.00	\$ 15,795.00	\$ 350.00	\$ 9,450.00	\$ 1,925.00	\$ 51,975.00	\$ 2,650.00	\$ 71,550.00	\$ 750.00	\$ 20,250.00
STRUCTURES FOR SANITARY AND STORM															
6.01	Manhole, Type SW-401, 48" Diameter	EA	6	\$ 5,500.00	\$ 33,000.00	\$ 4,767.00	\$ 28,602.00	\$ 4,600.00	\$ 27,600.00	\$ 4,850.00	\$ 29,100.00	\$ 10,000.00	\$ 60,000.00	\$ 5,760.00	\$ 34,560.00
6.02	Intake, Storm, SW-501	EA	7	\$ 4,500.00	\$ 31,500.00	\$ 3,545.00	\$ 24,815.00	\$ 3,500.00	\$ 24,500.00	\$ 3,500.00	\$ 24,500.00	\$ 6,250.00	\$ 43,750.00	\$ 3,550.00	\$ 24,850.00
6.03	Intake, Storm, SW-541	EA	3	\$ 9,000.00	\$ 27,000.00	\$ 10,500.00	\$ 31,500.00	\$ 11,000.00	\$ 33,000.00	\$ 7,000.00	\$ 21,000.00	\$ 10,000.00	\$ 30,000.00	\$ 7,895.00	\$ 23,685.00

TABULATION OF BIDS

2025 Fair Meadow Drive Reconstruction Project
 City of Webster City
 Project No. 124.0690.01
 Bid Date/Time: December 5, 2024 at 2:00 PM

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 CASTOR CONSTRUCTION FORT DODGE, IA		2 RASCH CONSTRUCTION INC FORT DODGE, IA		3 REILLY CONSTRUCTION CO., INC. OSSIAN, IA		4 TK CONCRETE, INC PELLA, IA		5 DOYLE CONSTRUCTION LLC FORT DODGE, IA	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
				6.04	Manhole Adjustment, Minor	EA	7	\$ 2,000.00	\$ 14,000.00	\$ 2,250.00	\$ 15,750.00	\$ 500.00	\$ 3,500.00	\$ 3,000.00	\$ 21,000.00
6.05	Intake Adjustment, Minor	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 1,400.00	\$ 4,200.00	\$ 500.00	\$ 1,500.00	\$ 2,000.00	\$ 6,000.00	\$ 1,500.00	\$ 4,500.00	\$ 4,400.00	\$ 13,200.00
6.06	Connection to Existing Manhole	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 1,350.00	\$ 1,350.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 9,000.00	\$ 9,000.00	\$ 3,325.00	\$ 3,325.00
6.07	Remove Intake	EA	6	\$ 1,000.00	\$ 6,000.00	\$ 400.00	\$ 2,400.00	\$ 500.00	\$ 3,000.00	\$ 750.00	\$ 4,500.00	\$ 1,050.00	\$ 6,300.00	\$ 1,000.00	\$ 6,000.00
6.08	Remove Manhole	EA	4	\$ 1,000.00	\$ 4,000.00	\$ 600.00	\$ 2,400.00	\$ 500.00	\$ 2,000.00	\$ 750.00	\$ 3,000.00	\$ 1,050.00	\$ 4,200.00	\$ 1,000.00	\$ 4,000.00
6.09	Manhole Lining with Epoxy Seal	VF	8	\$ 60.00	\$ 480.00	\$ 660.00	\$ 5,280.00	\$ 500.00	\$ 4,000.00	\$ 1,500.00	\$ 12,000.00	\$ 1,100.00	\$ 8,800.00	\$ 550.00	\$ 4,400.00
STREETS AND RELATED WORK															
7.01	PCC Pavement, 7-Inch Thick, C-4WR, C-4WRC-20	SY	536	\$ 85.00	\$ 45,560.00	\$ 78.00	\$ 41,808.00	\$ 82.00	\$ 43,952.00	\$ 81.00	\$ 43,416.00	\$ 65.00	\$ 34,840.00	\$ 85.80	\$ 45,988.80
7.02	PCC Pavement, 8-Inch Thick, C-4WR, C-4WRC-20	SY	68	\$ 90.00	\$ 6,120.00	\$ 115.40	\$ 7,847.20	\$ 103.00	\$ 7,004.00	\$ 85.00	\$ 5,780.00	\$ 72.00	\$ 4,896.00	\$ 126.94	\$ 8,631.92
7.03	Curb and Gutter, 2.5-FT Width, 7-Inch Thick	LF	2585	\$ 55.00	\$ 142,175.00	\$ 26.00	\$ 67,210.00	\$ 39.00	\$ 100,815.00	\$ 26.00	\$ 67,210.00	\$ 20.00	\$ 51,700.00	\$ 28.60	\$ 73,931.00
7.04	Valley Gutter, 7-Inch Thick	SY	100	\$ 65.00	\$ 6,500.00	\$ 96.70	\$ 9,670.00	\$ 120.00	\$ 12,000.00	\$ 76.00	\$ 7,600.00	\$ 65.00	\$ 6,500.00	\$ 106.37	\$ 10,637.00
7.05	Pavement, Asphalt, 2-Inch Thickness, Surface Course	SY	4344	\$ 14.00	\$ 60,816.00	\$ 13.18	\$ 57,253.92	\$ 15.00	\$ 65,160.00	\$ 14.00	\$ 60,816.00	\$ 14.75	\$ 64,074.00	\$ 14.75	\$ 64,074.00
7.06	Pavement, Asphalt, 4-Inch Thickness, Base Course, 1/2-Inch Agg., 58-28S, Standard Traffic	SY	4344	\$ 24.00	\$ 104,256.00	\$ 26.35	\$ 114,464.40	\$ 33.00	\$ 143,352.00	\$ 27.75	\$ 120,546.00	\$ 29.50	\$ 128,148.00	\$ 28.35	\$ 123,152.40
7.07	PCC and HMA Pavement Samples and Testing	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 19,929.00	\$ 19,929.00	\$ 12,000.00	\$ 12,000.00	\$ 7,500.00	\$ 7,500.00	\$ 2,000.00	\$ 2,000.00	\$ 7,370.00	\$ 7,370.00
7.08	Removal of Sidewalk	SY	543	\$ 15.00	\$ 8,145.00	\$ 4.00	\$ 2,172.00	\$ 6.00	\$ 3,258.00	\$ 10.50	\$ 5,701.50	\$ 12.00	\$ 6,516.00	\$ 10.00	\$ 5,430.00
7.09	Removal of Driveway	SY	539	\$ 20.00	\$ 10,780.00	\$ 4.00	\$ 2,156.00	\$ 9.00	\$ 4,851.00	\$ 10.50	\$ 5,659.50	\$ 12.00	\$ 6,468.00	\$ 10.00	\$ 5,390.00
7.10	Sidewalk, PCC, 4-Inch Thickness	SY	986	\$ 55.00	\$ 54,230.00	\$ 47.70	\$ 47,032.20	\$ 55.00	\$ 54,230.00	\$ 48.00	\$ 47,328.00	\$ 47.50	\$ 46,835.00	\$ 52.47	\$ 51,735.42
7.11	Sidewalk, PCC, 6-Inch Thickness	SY	161	\$ 70.00	\$ 11,270.00	\$ 111.30	\$ 17,919.30	\$ 67.00	\$ 10,787.00	\$ 65.00	\$ 10,465.00	\$ 65.00	\$ 10,465.00	\$ 122.43	\$ 19,711.23
7.12	Detectable Warning	SF	166	\$ 55.00	\$ 9,130.00	\$ 50.00	\$ 8,300.00	\$ 55.00	\$ 9,130.00	\$ 63.00	\$ 10,458.00	\$ 50.00	\$ 8,300.00	\$ 55.00	\$ 9,130.00
7.13	Driveway, Paved, PCC, 6-Inch Thickness	SY	1104	\$ 75.00	\$ 82,800.00	\$ 60.50	\$ 66,792.00	\$ 76.00	\$ 83,904.00	\$ 69.00	\$ 76,176.00	\$ 58.50	\$ 64,584.00	\$ 66.50 (3)	\$ 73,416.00
7.14	Full Depth Patch, PCC, 8-Inch Thickness	SY	41	\$ 150.00	\$ 6,150.00	\$ 121.00	\$ 4,961.00	\$ 119.00	\$ 4,879.00	\$ 145.00	\$ 5,945.00	\$ 95.00	\$ 3,895.00	\$ 133.10	\$ 5,457.10
7.15	Full Depth Patch, PCC, 9-Inch Thickness	SY	37	\$ 165.00	\$ 6,105.00	\$ 131.60	\$ 4,869.20	\$ 136.00	\$ 5,032.00	\$ 160.00	\$ 5,920.00	\$ 110.00	\$ 4,070.00	\$ 144.76	\$ 5,356.12
7.16	Full Depth Patch, PCC, 11-Inch Thickness	SY	186	\$ 185.00	\$ 34,410.00	\$ 111.10	\$ 20,664.60	\$ 142.00	\$ 26,412.00	\$ 170.00	\$ 31,620.00	\$ 120.00	\$ 22,320.00	\$ 122.21	\$ 22,731.06
7.17	Subbase Over-excavation, Special Backfill (Contractor Furnish)	TON	400	\$ 40.00	\$ 16,000.00	\$ 37.30	\$ 14,920.00	\$ 30.00	\$ 12,000.00	\$ 80.00	\$ 32,000.00	\$ 35.00	\$ 14,000.00	\$ 55.00	\$ 22,000.00
7.18	Pavement Removal	SY	5921	\$ 15.00	\$ 88,815.00	\$ 4.00	\$ 23,684.00	\$ 7.00	\$ 41,447.00	\$ 10.50	\$ 62,170.50	\$ 10.00	\$ 59,210.00	\$ 10.00	\$ 59,210.00
7.19	Temporary Granular Surfacing	TON	500	\$ 55.00	\$ 27,500.00	\$ 69.50	\$ 34,750.00	\$ 30.00	\$ 15,000.00	\$ 50.00	\$ 25,000.00	\$ 40.00	\$ 20,000.00	\$ 45.00	\$ 22,500.00
7.20	Curb Grinding	LF	18	\$ 100.00	\$ 1,800.00	\$ 60.00	\$ 1,080.00	\$ 50.00	\$ 900.00	\$ 50.00	\$ 900.00	\$ 50.00	\$ 900.00	\$ 44.00	\$ 792.00
TRAFFIC CONTROL															
8.01	Temporary Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 35,900.00	\$ 35,900.00	\$ 35,000.00	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00	\$ 35,000.00	\$ 35,000.00	\$ 33,000.00	\$ 33,000.00
8.02	Portable Dynamic Message Sign	EA	20	\$ 250.00	\$ 5,000.00	\$ 200.00	\$ 4,000.00	\$ 150.00	\$ 3,000.00	\$ 250.00	\$ 5,000.00	\$ 200.00	\$ 4,000.00	\$ 165.00	\$ 3,300.00
SITE WORK AND LANDSCAPING															
9.01	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1	AC	3.6	\$ 7,000.00	\$ 25,200.00	\$ 4,000.00	\$ 14,400.00	\$ 5,500.00	\$ 19,800.00	\$ 5,500.00	\$ 19,800.00	\$ 4,200.00	\$ 15,120.00	\$ 3,850.00	\$ 13,860.00
9.02	SWPPP Preparation	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,650.00	\$ 1,650.00
9.03	SWPPP Management	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,600.00	\$ 3,600.00	\$ 8,000.00	\$ 8,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,960.00	\$ 3,960.00
9.04	Wattle, 9-Inch Diameter	LF	3608	\$ 2.00	\$ 7,216.00	\$ 1.90	\$ 6,855.20	\$ 2.00	\$ 7,216.00	\$ 2.00	\$ 7,216.00	\$ 2.50	\$ 9,020.00	\$ 3.03	\$ 10,932.24
9.05	Wattle, Removal	LF	3608	\$ 1.00	\$ 3,608.00	\$ 0.10	\$ 360.80	\$ 0.50	\$ 1,804.00	\$ 0.30	\$ 1,082.40	\$ 0.50	\$ 1,804.00	\$ 0.55	\$ 1,984.40
9.06	Inlet Protection Device, Drop-In	EA	15	\$ 175.00	\$ 2,625.00	\$ 175.00	\$ 2,625.00	\$ 200.00	\$ 3,000.00	\$ 200.00	\$ 3,000.00	\$ 160.00	\$ 2,400.00	\$ 137.50	\$ 2,062.50
9.07	Inlet Protection Device, Iowa DOT SRP EC-602	EA	12	\$ 175.00	\$ 2,100.00	\$ 150.00	\$ 1,800.00	\$ 150.00	\$ 1,800.00	\$ 120.00	\$ 1,440.00	\$ 160.00	\$ 1,920.00	\$ 275.00	\$ 3,300.00
9.08	Inlet Protection Device, Maintenance	EA	3	\$ 50.00	\$ 150.00	\$ 25.00	\$ 75.00	\$ 50.00	\$ 150.00	\$ 55.00	\$ 165.00	\$ 100.00	\$ 300.00	\$ 110.00	\$ 330.00
9.09	Temporary Fence, Orange Safety Fence, 48-Inch Height	LF	3500	\$ 9.00	\$ 31,500.00	\$ 3.00	\$ 10,500.00	\$ 5.00	\$ 17,500.00	\$ 5.00	\$ 17,500.00	\$ 3.25	\$ 11,375.00	\$ 8.00	\$ 28,000.00
9.10	Remove and Reinstall Landscape Wall	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,750.00	\$ 3,750.00
MISCELLANEOUS															
11.01	Mobilization	LS	1	#####	\$ 130,000.00	\$ 115,000.00	\$ 115,000.00	\$ 212,000.00	\$ 212,000.00	\$ 200,000.00	\$ 200,000.00	\$ 152,500.00	\$ 152,500.00	\$ 250,000.00	\$ 250,000.00
11.02	Maintenance of Postal Service	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 750.00	\$ 750.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
11.03	Maintenance of Solid Waste Collection	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 7,500.00	\$ 7,500.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
11.04	Concrete Washout	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
11.05	Remove and Reinstall Mailbox	EA	36	\$ 300.00	\$ 10,800.00	\$ 165.00	\$ 5,940.00	\$ 300.00	\$ 10,800.00	\$ 500.00	\$ 18,000.00	\$ 500.00	\$ 18,000.00	\$ 350.00	\$ 12,600.00
TOTAL BID:				\$ 2,342,002.00		\$ 1,602,379.16		(1) \$ 1,974,326.00		\$ 2,009,911.90		\$ 2,331,889.00		(4) \$ 2,354,277.69	
BID SECURITY:						10%		10%		10%		10%		10%	

Notes

- 1- Total bid price was incorrectly listed as \$1,975,326.00. Does not affect bid results.
- 2- Extended bid price was incorrectly listed as \$600.00. Does not affect bid result.
- 3- Extended bid price was incorrectly listed as \$73,471.20. Does not affect bid result.
- 4- Total bid price was incorrectly listed as \$2,354,332.89. Does not affect bid results.

RESOLUTION NO. 2024 – xxx

RESOLUTION APPROVING AND CONFIRMING FINAL PLANS, SPECIFICATIONS AND FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2025 FAIR MEADOW DRIVE RECONSTRUCTION PROJECT AND AWARDING CONTRACT TO CASTOR CONSTRUCTION, FORT DODGE, IOWA IN THE AMOUNT OF \$1,602,379.16 AND COMMITTING NECESSARY FUNDS TO COMPLETE THE PROJECT

WHEREAS, the City Council of the City of Webster City, Iowa, has determined that it is necessary and desirable that a public improvement be done as described in the proposed plans and specifications and form of contract, which may be hereafter referred to as the 2025 Fair Meadow Drive Reconstruction Project, (and is hereinafter referred to as the “Project”), which proposed plans, specifications and form of contract and estimate of cost are on file with the City Clerk; and,

WHEREAS, this Council has heretofore approved plans, specifications and form of contract for the proposed construction of the 2025 Fair Meadow Drive Reconstruction Project, as described in the resolution providing for a notice of hearing on proposed plans and specifications and proposed form of contract for such 2025 Fair Meadow Drive Reconstruction Project and the taking of bids therefor; and,

WHEREAS, hearing has been held on objections to the proposed plans, specifications, and form of contract and to the cost of the 2025 Fair Meadow Drive Reconstruction Project, and no objections were provided; and,

WHEREAS, pursuant to notice duly published in the manner and form prescribed by resolution of this Council and as required by law, bids and proposals were received by this Council for the 2025 Fair Meadow Drive Reconstruction Project; and,

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

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

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

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

Castor Construction, Fort Dodge, IA

\$1,602,379.16

Section 3. The contract for the Project be and the same is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

Section 4. The City Manager is hereby authorized and directed to enter into a written contract with said contractor for the project.

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

Passed and adopted this 16th day of December, 2024.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST: _____
Karyl K. Bonjour, City Clerk



MEMORANDUM

TO: Mayor and City Council

FROM: Brandon Bahrenfuss, Street Supervisor
John Harrenstein, City Manager

DATE: December 16, 2024

RE: Adopt a Resolution Approving and Confirming Final Plans, Specifications and Form of Contract and Estimate of Cost for the Brewer Street and Willson Avenue Improvements Project and Awarding Contract to Nels Pederson in the Amount of \$979,577.00 for the base bid and \$33,388.00 for the bid alternate and Committing Necessary Funds to Complete the Project

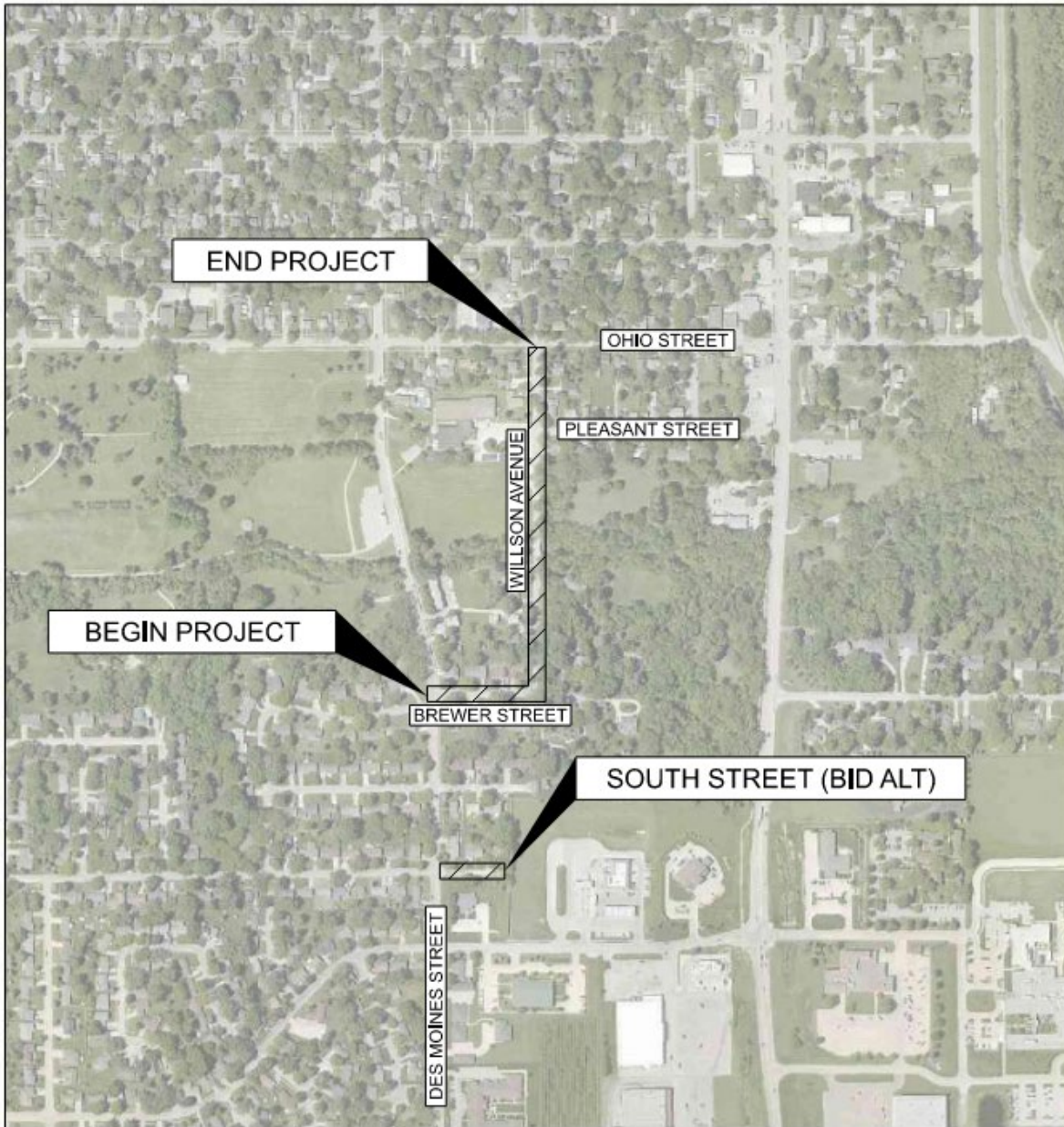
SUMMARY: The Brewer Street and Willson Avenue Improvements plans and specifications request for proposals has closed. The City received four bids, with the lowest bidder coming in \$179,874.00 under the engineer’s estimate for construction of the base bid and \$10,428.00 above the bid alternative. City staff and consulting engineers believe Nels Pederson and their subcontractors can successfully complete this project and recommend awarding the base bid and bid alternate in the amount of \$1,012,965.00.

PREVIOUS COUNCIL ACTION: The Council approved a Notice of Hearing on Proposed Plans and Specifications and Proposed Form of Contract and Estimate of Cost for the Construction of the Brewer Street and Willson Avenue Improvements Project on November 4, 2024.

The Council approved Amendment No. 30 with Snyder & Associates to complete the project development, administration, survey, design and construction administration and observation of the 2024 HMA Street Improvements Project Location 1: Brewer Street and Willson Avenue from Des Moines Street to Ohio Street.

The Council has incorporated this as part of the 5-year CIP in the FY 2024-25 Budget.

BACKGROUND/DISCUSSION: The City routinely plans for improvements of its local roads and infrastructure. The Brewer Street and Willson Avenue Improvements Project was approved as part of the Capital plan for the FY 24-25 and FY 25-26. The project consists of curb and gutter, hot mix asphalt pavement, Portland Cement Concrete (PCC) sidewalk, PCC driveway approach pavement. Water main replacement on Brewer Street, storm sewer extension and outfall improvement for Brewer Street and Willson Avenue south of the Brewer Creek bridge and for milling and HMA overlay north of the bridge to Ohio Street. The project also includes a bid alternate to pave South Street from Des Moines Street going east 200 ft. Extensive coordination with the school district has occurred to maintain school related traffic.



There were nearly 45 plan holders for the bid letting, with four construction companies bidding on the project. The primary cost difference between the engineers estimate and apparent low bid are curb and gutter, water main, and earthwork related items. Snyder and Associates believe these prices are reflective of the current bid climate.

Bidders:

Engineers Estimate

Nels Pederson Badger, IA
 Rasch Construction Inc Fort Dodge, IA
 Doyle Construction Fort Dodge, IA
 Gehrke Inc. Eldora, IA

Base Bid:

\$1,159,451.00
 \$979,577.00
 \$1,006,772.00
 \$1,146,167.75
 \$1,196,164.90

Bid Alternate:

\$22,960.00
 \$33,388.00
 \$37,832.00
 \$50,503.75
 \$160,347.00

Nels Pederson is a proven contractor that the City of Webster City has worked collaboratively with for over 20 years. The City and Snyder and Associates feel confidently Nels Pederson and its subcontractors will successfully complete this project.

FINANCIAL IMPLICATIONS: The contracted amount for the construction cost in the amount of \$1,012,965.00.

RECOMMENDATION: Staff recommends the City Council adopt a resolution approving and confirming final plans, specifications and form of contract and estimate of cost for the Brewer Street and Willson Avenue Improvements Project and awarding contract to Nels Pederson in the Amount of \$1,012,965.00 (base bid and bid alternate) and committing necessary funds to complete the project.

December 16, 2024

Mr. Brandon Bahrenfuss, Street Department Supervisor
City of Webster City
400 2nd St., Box 217
Webster City, IA 50595

RE: BREWER STREET AND WILLSON AVENUE IMPROVEMENTS PROJECT
REPORT OF BIDS AND AWARD RECOMMENDATION
CITY PROJECT No. 09-25-005-1; S&A PROJECT NO. 124.0534.01

Dear Brandon:

The bid letting for the Brewer Street and Willson Avenue Improvements Project was held Tuesday, December 10, 2024, at City Hall. Four (4) bid proposals were received, and Nels Pederson of Badger, Iowa, submitted the apparent low base bid of \$979,577.00 and bid alternate of \$33,388.00.

The bids were reviewed and tabulated (refer to attached bid tabulation). The bids received including both base bid and bid alternate ranged between \$1,012,965.00 to \$1,356,511.90. The Engineer's Estimate for the Base Bid and Bid Alternate without contingency was \$1,182,411.00. There were 45 plan holders for the bid letting, with four bidders, the total bid prices were competitive.

The primary cost difference between the Engineer's Estimate and apparent low bid are water main, curb and gutter, and earthwork related items. We believe these lower prices are reflective of the current bid climate.

Snyder & Associates and Webster City have successfully worked with Nels Pederson as a prime contractor on recent Webster City projects, such as 2020 and 2023 Sanitary Sewer Rehabilitation Project. Nels Pederson was also a subcontractor on the recent Webster City Fair Meadow Drive Reconstruction Project. The Fair Meadow Drive project has similar underground utility construction as this project.

We believe that Nels Pederson and their subcontractors can successfully complete this project. Snyder & Associates, Inc. recommends award to Nels Pederson for the base bid of \$979,577.00 and bid alternate of \$33,388.00.

We will be in attendance at the council meeting on December 16, 2024, to answer any questions on the Report of Bids.

Report of Bids
Brandon Bahrenfuss
December 16, 2024
Page 2 of 2

Sincerely,

SNYDER & ASSOCIATES, INC.



John W. Haldeman, P. E.
Project Manager

CC: Derrick Drube, ROW Inspector
Brandon Bahrenfuss, Street Department Supervisor
Dedra Nerland, Public Works Management Assistant
Logan Jarvis, Project Engineer

TABULATION OF BIDS

Brewer Street and Willson Avenue Improvements Project
 City of Webster City
 Project No. 124.053401
 Bid Date/Time: December 10, 2024 at 2:00 PM

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		NELS PEDERSON CO. INC. CITY, STATE		RASCH CONSTRUCTION INC. FORT DODGE, IA		DOYLE CONSTRUCTION LLC FORT DODGE, IA		GEHRKE INC. ELDORA, IA	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
EARTHWORK													
2.1	Clearing and Grubbing	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00	\$ 13,000.00	\$ 13,000.00	\$ 6,025.00	\$ 6,025.00	\$ 22,400.00	\$ 22,400.00
2.2	Topsoil, Compost-amended	CY	268	\$ 40.00	\$ 10,720.00	\$ 50.00	\$ 13,400.00	\$ 50.00	\$ 13,400.00	\$ 74.00	\$ 19,832.00	\$ 74.00	\$ 19,832.00
2.3	Topsoil, Off-site	CY	26	\$ 60.00	\$ 1,560.00	\$ 70.00	\$ 1,820.00	\$ 65.00	\$ 1,690.00	\$ 70.00	\$ 1,820.00	\$ 74.00	\$ 1,924.00
2.4	Excavation, Class 10	CY	1249	\$ 25.00	\$ 31,225.00	\$ 17.00	\$ 21,233.00	\$ 18.00	\$ 22,482.00	\$ 24.00	\$ 29,976.00	\$ 27.00	\$ 33,723.00
2.5	Subgrade Treatment, Geogrid (Type 3)	SY	3356	\$ 12.00	\$ 40,272.00	\$ 8.00	\$ 26,848.00	\$ 5.00	\$ 16,780.00	\$ 10.00	\$ 33,560.00	\$ 4.25	\$ 14,263.00
2.6	Subbase, Modified, 6-Inch Depth (City Furnished)	SY	3356	\$ 12.00	\$ 40,272.00	\$ 7.00	\$ 23,492.00	\$ 7.00	\$ 23,492.00	\$ 10.00	\$ 33,560.00	\$ 8.25	\$ 27,687.00
2.7	Subbase, Special Backfill, 8-Inch Depth (Contractor Furnished)	SY	116	\$ 20.00	\$ 2,320.00	\$ 35.00	\$ 4,060.00	\$ 15.00	\$ 1,740.00	\$ 35.00	\$ 4,060.00	\$ 18.00	\$ 2,088.00
2.8	Removal of Known Pipe and Conduit, CMP, 12-Inch Dia.	LF	118	\$ 25.00	\$ 2,950.00	\$ 20.00	\$ 2,360.00	\$ 10.00	\$ 1,180.00	\$ 16.50	\$ 1,947.00	\$ 20.00	\$ 2,360.00
2.9	Compaction Testing	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 6,816.00	\$ 6,816.00	\$ 24,000.00	\$ 24,000.00
TRENCH AND TRENCHLESS CONSTRUCTION													
3.1	Trench Compaction Testing	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 6,816.00	\$ 6,816.00	\$ 12,000.00	\$ 12,000.00
SEWERS AND DRAINS													
4.1	Sanitary Sewer Gravity Main, Trenched, AWWA C900 PVC, 8-Inch Dia.	LF	40	\$ 80.00	\$ 3,200.00	\$ 120.00	\$ 4,800.00	\$ 140.00	\$ 5,600.00	\$ 118.00	\$ 4,720.00	\$ 115.00	\$ 4,600.00
4.2	Removal of Sanitary Sewer, Vitrified Clay Pipe, 8-Inch Dia.	LF	40	\$ 25.00	\$ 1,000.00	\$ 10.00	\$ 400.00	\$ 20.00	\$ 800.00	\$ 12.00	\$ 480.00	\$ 20.00	\$ 800.00
4.3	Storm Sewer, Trenched, RCP, 15-Inch Dia.	LF	636	\$ 90.00	\$ 57,240.00	\$ 70.00	\$ 44,520.00	\$ 75.00	\$ 47,700.00	\$ 71.25	\$ 45,315.00	\$ 67.00	\$ 42,612.00
4.4	Storm Sewer, Trenched, RCP, 18-Inch Dia.	LF	108	\$ 120.00	\$ 12,960.00	\$ 93.00	\$ 10,044.00	\$ 96.00	\$ 10,368.00	\$ 94.00	\$ 10,152.00	\$ 100.00	\$ 10,800.00
4.5	Storm Sewer, Trenched, RCP, 24-Inch Dia.	LF	18	\$ 150.00	\$ 2,700.00	\$ 140.00	\$ 2,520.00	\$ 125.00	\$ 2,250.00	\$ 115.00	\$ 2,070.00	\$ 292.00	\$ 5,256.00
4.6	Pipe Apron, RCP, 24-Inch Dia., with Footing and Guard	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 3,700.00	\$ 3,700.00	\$ 3,000.00	\$ 3,000.00	\$ 4,925.00	\$ 4,925.00	\$ 2,625.00	\$ 2,625.00
4.7	Subdrain, Corrugated PVC, 6-Inch Dia.	LF	1683	\$ 25.00	\$ 42,075.00	\$ 18.00	\$ 30,294.00	\$ 16.00	\$ 26,928.00	\$ 21.25	\$ 35,763.75	\$ 17.25	\$ 29,031.75
4.8	Subdrain Cleanout, Type A-2, 6-Inch Dia.	EA	5	\$ 750.00	\$ 3,750.00	\$ 600.00	\$ 3,000.00	\$ 600.00	\$ 3,000.00	\$ 725.00	\$ 3,625.00	\$ 525.00	\$ 2,625.00
4.9	Subdrain Outlets and Connections, Into-Structure	EA	16	\$ 500.00	\$ 8,000.00	\$ 250.00	\$ 4,000.00	\$ 300.00	\$ 4,800.00	\$ 250.00	\$ 4,000.00	\$ 310.00	\$ 4,960.00
4.10	Storm Sewer Service Stub, 6-Inch Dia.	LF	10	\$ 120.00	\$ 1,200.00	\$ 60.00	\$ 600.00	\$ 35.00	\$ 350.00	\$ 38.50	\$ 385.00	\$ 71.00	\$ 710.00
WATER MAIN AND APPURTENANCES													
5.1	Water Main, Trenched, PVC, 6-Inch Dia.	LF	26	\$ 100.00	\$ 2,600.00	\$ 60.00	\$ 1,560.00	\$ 100.00	\$ 2,600.00	\$ 72.75	\$ 1,891.50	\$ 100.00	\$ 2,600.00
5.2	Water Main, Trenched, PVC, 8-Inch Dia.	LF	423	\$ 80.00	\$ 33,840.00	\$ 55.00	\$ 23,265.00	\$ 85.00	\$ 35,955.00	\$ 61.50	\$ 26,014.50	\$ 96.00	\$ 40,608.00
5.3	Fittings, Ductile Iron	LB	719	\$ 23.00	\$ 16,537.00	\$ 14.00	\$ 10,066.00	\$ 15.00	\$ 10,785.00	\$ 12.50	\$ 8,987.50	\$ 8.50	\$ 6,111.50
5.4	Water Service Pipe, Copper or Polyethylene, 1-Inch Dia.	LF	197	\$ 40.00	\$ 7,880.00	\$ 32.00	\$ 6,304.00	\$ 30.00	\$ 5,910.00	\$ 14.75	\$ 2,905.75	\$ 39.00	\$ 7,683.00
5.5	Water Service Corporation, Double Strap Saddle and Ball Corporation, 1-Inch Dia.	EA	6	\$ 200.00	\$ 1,200.00	\$ 325.00	\$ 1,950.00	\$ 700.00	\$ 4,200.00	\$ 510.00	\$ 3,060.00	\$ 540.00	\$ 3,240.00
5.6	Water Service Curb Stop and Box, 1-Inch Dia.	EA	9	\$ 600.00	\$ 5,400.00	\$ 425.00	\$ 3,825.00	\$ 600.00	\$ 5,400.00	\$ 600.00	\$ 5,400.00	\$ 400.00	\$ 3,600.00
5.7	Water Service Stub, Trenchless, Copper or Polyethylene, 1-Inch Dia.	LF	760	\$ 65.00	\$ 49,400.00	\$ 15.00	\$ 11,400.00	\$ 30.00	\$ 22,800.00	\$ 19.25	\$ 14,630.00	\$ 40.00	\$ 30,400.00
5.8	Water Main Abandonment, Cap, 6-Inch Dia. Or Less	EA	2	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 150.00	\$ 300.00	\$ 365.00	\$ 730.00	\$ 775.00	\$ 1,550.00
5.9	Water Main Removal, 6-Inch Dia. Or Less	LF	181	\$ 25.00	\$ 4,525.00	\$ 20.00	\$ 3,620.00	\$ 20.00	\$ 3,620.00	\$ 11.25	\$ 2,036.25	\$ 20.00	\$ 3,620.00
5.10	Gate Valve, Ductile Iron, 6-Inch Dia.	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,600.00	\$ 1,600.00	\$ 2,000.00	\$ 2,000.00	\$ 2,495.00	\$ 2,495.00	\$ 1,975.00	\$ 1,975.00
5.11	Gate Valve, Ductile Iron, 8-Inch Dia.	EA	2	\$ 2,700.00	\$ 5,400.00	\$ 2,200.00	\$ 4,400.00	\$ 3,000.00	\$ 6,000.00	\$ 3,300.00	\$ 6,600.00	\$ 2,540.00	\$ 5,080.00
5.12	Tapping Valve Assembly, 12-Inch Dia. X 8-Inch Dia.	EA	1	\$ 9,000.00	\$ 9,000.00	\$ 4,800.00	\$ 4,800.00	\$ 7,000.00	\$ 7,000.00	\$ 7,310.00	\$ 7,310.00	\$ 5,850.00	\$ 5,850.00
5.13	Fire Hydrant Assembly	EA	5	\$ 8,000.00	\$ 40,000.00	\$ 8,000.00	\$ 40,000.00	\$ 8,300.00	\$ 41,500.00	\$ 9,275.00	\$ 46,375.00	\$ 7,500.00	\$ 37,500.00
5.14	Valve Box Adjustment, Minor	EA	4	\$ 1,000.00	\$ 4,000.00	\$ 500.00	\$ 2,000.00	\$ 1,500.00	\$ 6,000.00	\$ 343.00	\$ 1,372.00	\$ 585.00	\$ 2,340.00
5.15	Fire Hydrant Assembly Removal	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 500.00	\$ 1,000.00	\$ 2,000.00	\$ 4,000.00	\$ 500.00	\$ 1,000.00	\$ 800.00	\$ 1,600.00
5.16	Water Insulation	LF	125	\$ 50.00	\$ 6,250.00	\$ 7.00	\$ 875.00	\$ 25.00	\$ 3,125.00	\$ 43.50	\$ 5,437.50	\$ 75.00	\$ 9,375.00
STRUCTURES FOR SANITARY AND STORM													
6.1	Manhole, SW-401, 48-Inch Dia.	EA	2	\$ 7,000.00	\$ 14,000.00	\$ 5,100.00	\$ 10,200.00	\$ 4,800.00	\$ 9,600.00	\$ 4,060.00	\$ 8,120.00	\$ 4,800.00	\$ 9,600.00
6.2	Intake, SW-505	EA	1	\$ 5,500.00	\$ 5,500.00	\$ 5,700.00	\$ 5,700.00	\$ 5,000.00	\$ 5,000.00	\$ 6,675.00	\$ 6,675.00	\$ 5,200.00	\$ 5,200.00
6.3	Intake, SW-506	EA	1	\$ 8,000.00	\$ 8,000.00	\$ 8,100.00	\$ 8,100.00	\$ 9,000.00	\$ 9,000.00	\$ 9,862.00	\$ 9,862.00	\$ 6,450.00	\$ 6,450.00
6.4	Intake, SW-509	EA	1	\$ 9,000.00	\$ 9,000.00	\$ 7,000.00	\$ 7,000.00	\$ 8,000.00	\$ 8,000.00	\$ 7,185.00	\$ 7,185.00	\$ 7,300.00	\$ 7,300.00
6.5	Intake, SW-508, With SW-545 7'-10" Extension Length	EA	2	\$ 12,000.00	\$ 24,000.00	\$ 14,955.00	\$ 29,910.00	\$ 14,000.00	\$ 28,000.00	\$ 18,075.00	\$ 36,150.00	\$ 9,500.00	\$ 19,000.00
6.6	Intake, SW-508, With SW-545 13'-10" Extension Length	EA	1	\$ 14,000.00	\$ 14,000.00	\$ 14,955.00	\$ 14,955.00	\$ 14,000.00	\$ 14,000.00	\$ 17,550.00	\$ 17,550.00	\$ 11,000.00	\$ 11,000.00
6.7	Manhole Adjustment, Minor	EA	8	\$ 2,000.00	\$ 16,000.00	\$ 2,500.00	\$ 20,000.00	\$ 3,000.00	\$ 24,000.00	\$ 5,250.00	\$ 42,000.00	\$ 1,500.00	\$ 12,000.00
6.8	Connection to Existing Manhole	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 1,200.00	\$ 1,200.00	\$ 3,500.00	\$ 3,500.00	\$ 3,325.00	\$ 3,325.00	\$ 4,600.00	\$ 4,600.00
6.9	Remove Intake	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 500.00	\$ 500.00	\$ 1,100.00	\$ 1,100.00
STREETS AND RELATED WORK													
7.1	Curb and Gutter, 2.5-FT Width, 6-Inch Thick	LF	1733	\$ 55.00	\$ 95,315.00	\$ 27.00	\$ 46,791.00	\$ 32.00	\$ 55,456.00	\$ 39.50	\$ 68,453.50	\$ 58.25	\$ 100,947.25
7.2	PCC Pavement Samples and Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,816.00	\$ 6,816.00	\$ 5,200.00	\$ 5,200.00
7.3	Pavement, Asphalt, 3-Inch Thick, Base Layer, 1/2 Inch Dia. Agg., PG 58-28S Binder, Standard Traffic	SY	2619	\$ 20.00	\$ 52,380.00	\$ 20.00	\$ 52,380.00	\$ 22.00	\$ 57,618.00	\$ 29.25	\$ 76,605.75	\$ 22.35	\$ 58,534.65
7.4	Pavement, Asphalt, 1.5-Inch Thick, Intermediate Layer, 1/2 Inch Dia. Agg., PG 58-28S Binder, Standard Traffic	SY	2619	\$ 10.00	\$ 26,190.00	\$ 10.00	\$ 26,190.00	\$ 11.00	\$ 28,809.00	\$ 14.75	\$ 38,630.25	\$ 11.25	\$ 29,463.75
7.5	Pavement, Asphalt, 1.5-Inch Thick, Surface Layer, 1/2 Inch Dia. Agg., PG 58-28S Binder, Standard Traffic	SY	2619	\$ 10.00	\$ 26,190.00	\$ 10.00	\$ 26,190.00	\$ 11.00	\$ 28,809.00	\$ 14.75	\$ 38,630.25	\$ 11.25	\$ 29,463.75
7.6	Asphalt Pavement Samples and Testing	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,250.00	\$ 2,250.00	\$ 1,300.00	\$ 1,300.00
7.7	Asphalt Overlay, 1.5-Inch Thick, Intermediate Layer, 1/2 Inch Dia. Agg., PG 58-28S, Standard Traffic	SY	2172	\$ 11.00	\$ 23,892.00	\$ 10.00	\$ 21,720.00	\$ 11.00	\$ 23,892.00	\$ 14.75	\$ 32,037.00	\$ 11.25	\$ 24,435.00
7.8	Asphalt Overlay, 1.5-Inch Thick, Surface Layer, 1/2 Inch Dia. Agg., PG 58-28S, Standard Traffic	SY	2172	\$ 11.00	\$ 23,892.00	\$ 10.00	\$ 21,720.00	\$ 11.00	\$ 23,892.00	\$ 14.75	\$ 32,037.00	\$ 11.25	\$ 24,435.00
7.9	Removal of Sidewalk	SY	26	\$ 15.00	\$ 390.00	\$ 13.00	\$ 338.00	\$ 7.00	\$ 182.00	\$ 12.50	\$ 325.00	\$ 18.00	\$ 468.00
7.10	Removal of Driveway	SY	558	\$ 20.00	\$ 11,160.00	\$ 9.00	\$ 5,022.00	\$ 7.00	\$ 3,906.00	\$ 9.25	\$ 5,161.50	\$ 6.00	\$ 3,348.00
7.11	Sidewalk, PCC, 4-Inch Depth	SY	23	\$ 75.00	\$ 1,725.00	\$ 125.00	\$ 2,875.00	\$ 123.00	\$ 2,829.00	\$ 184.00	\$ 4,232.00	\$ 175.00	\$ 4,025.00
7.12	Sidewalk, PCC, 6-Inch Depth	SY	9	\$ 85.00	\$ 765.00	\$ 185.00	\$ 1,665.00	\$ 183.00	\$ 1,647.00	\$ 273.50	\$ 2,461.50	\$ 185.00	\$ 1,665.00
7.13	Detectable Warning	SF	16	\$ 55.00	\$ 880.00	\$ 50.00	\$ 800.00	\$ 70.00	\$ 1,120.00	\$ 75.00	\$ 1,200.00	\$ 51.00	\$ 816.00
7.14	Driveway, Paved, PCC, 6-Inch Thick	SY	494	\$ 80.00	\$ 39,520.00	\$ 70.00	\$ 34,580.00	\$ 69.00	\$ 34,086.00	\$ 102.75	\$ 50,758.50	\$ 92.50	\$ 45,695.00
7.15	Driveway, Paved, Asphalt, 4-Inch Thick	SY	9	\$ 100.00	\$ 900.00	\$ 50.00	\$ 450.00	\$ 100.00	\$ 900.00	\$ 75.00	\$ 675.00	\$ 65.25	\$ 587.25
7.16	Driveway, Granular, 6-Inch Thick	TON	10	\$ 50.00	\$ 500.00	\$ 35.00	\$ 350.00	\$ 35.00	\$ 350.00	\$ 172.25	\$ 1,722.50	\$ 95.00	\$ 950.00
7.17	Full Depth Patches, PCC, 8-Inch Thick	SY											

RESOLUTION NO.

RESOLUTION APPROVING AND CONFIRMING FINAL PLANS, SPECIFICATIONS AND FORM OF CONTRACT AND ESTIMATE OF COST FOR THE BREWER STREET AND WILLSON AVENUE IMPROVEMENTS PROJECT AND AWARDDING CONTRACT TO NELS PEDERSON, BADGER, IOWA IN THE AMOUNT OF \$979,577.00 FOR THE BASE BID AND \$33,388.00 FOR THE BID ALTERNATE AND COMMITTING NECESSARY FUNDS TO COMPLETE THE PROJECT

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

WHEREAS, this Council has heretofore approved plans, specifications and form of contract for the proposed construction of the Brewer Street and Willson Avenue Improvements Project, as described in the resolution providing for a notice of hearing on proposed plans and specifications and proposed form of contract; and,

WHEREAS, hearing has been held on objections to the proposed plans, specifications, and form of contract and to the cost of the Brewer Street and Willson Avenue Improvements Project, and no objections were provided; and,

WHEREAS, pursuant to notice duly published in the manner and form prescribed by resolution of this Council and as required by law, bids and proposals were received by this Council for the Brewer Street and Willson Avenue Improvements Project; and,

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

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

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

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

Nels Pederson, Badger, IA

Base Bid: \$979,577.00 Bid Alternate: \$33,388.00

Section 3. The contract for the Project be and the same is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

Section 4. The City Manager is hereby authorized and directed to enter into a written contract with said contractor for the project

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

Passed and adopted this 16th day of December, 2024.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST: _____
Karyl K. Bonjour, City Clerk



MEMORANDUM

TO: Mayor and City Council

FROM: Brandon Bahrenfuss, Street Department Supervisor
John Harrenstein, City Manager

DATE: December 16, 2024

RE: Adopt a Resolution Authorizing the Street Department Supervisor to enter an agreement between the City of Webster City, Iowa and the Iowa Department of Transportation, for Surface Transportation Block Grant (STBG) Program Federal-aid Swap funds under 761 Iowa Administrative Code (IAC) Chapter 162.

SUMMARY: The Agreement shows the updated funding from the STBG Federal-aid Swap in the amount of \$966,500.00 with \$250,000.00 provided by the City of Webster City, Iowa (80/20 match).

PREVIOUS COUNCIL ACTION: The Council approved an agreement with Snyder and Associates to provide On-Call Paving Specialist Services on February 6, 2017. This project was part of the 2024-2025 Capital Improvement Plan brought to Council on April 15, 2024. Amendment No. 33 was passed by Council on June 17, 2024. This resolution gave the Street Department Supervisor authorization to work with Snyder and Associates to provide professional services needed for the Beach Street PCC Rehabilitation Project.

BACKGROUND/DISCUSSION: The rehabilitation and maintenance of various local roads is critical to ensuring a healthy circulation of vehicles throughout the City. Local roads serve as transportation modes for multiple types of vehicles to move throughout the City. Beach Street is one of Webster City’s most highly traveled roadways that has everything from heavy truck traffic to local high school traffic.

This project will consist of full depth PCC patching along with storm sewer intake improvements, and manhole adjustments. ADA ramp compliance improvements are included as required by federal regulations. This project is required to be bid through the IDOT and follow their bid procedures. Final Plans and City-DOT agreement must be submitted by December 17, 2024.

There will be a future project to construct sidewalk on the west side of Beach Street south of Elm Street to Iowa Central Community College.

Schedule for the project is as follows:

Temporary Easements obtained (as needed)	December 17, 2024
Submit Final Plans to IDOT	December 17, 2024
City Council Sets Public Hearing	March 3, 2025
IDOT Bid Letting	March 18, 2025
Memo-Engineer Letter of Recommendation	March 21, 2025

City Council Reviews Bids / Contract Award / Hearing	April 7, 2025
Preconstruction Meeting	April/May 2025
Early Start Construction	May 5, 2025
Late Start Construction	July 29, 2025
End Construction	October 31, 2025

FINANCIAL IMPLICATIONS: The City’s match for this project is \$250,000.

RECOMMENDATION: Staff recommends the City Council adopt a resolution approving the Street Department Supervisor to enter an agreement between the City of Webster City, Iowa and the Iowa Department of Transportation, for Surface Transportation Block Grant (STBG) Program Federal-aid Swap funds under 761 Iowa Administrative Code (IAC) Chapter 162.

RESOLUTION NO. 2024 - xxx

RESOLUTION AUTHORIZING THE STREET DEPARTMENT SUPERVISOR TO ENTER AN AGREEMENT BETWEEN THE CITY OF WEBSTER CITY, IOWA AND THE IOWA DEPARTMENT OF TRANSPORTATION, FOR SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM FEDERAL-AID SWAP FUNDS UNDER 761 IOWA ADMINISTRATIVE CODE (IAC) CHAPTER 162.

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

WHEREAS, on June 17, 2024 the City of Webster City approved Amendment No. 33 to work with Snyder and Associates to provide professional services needed for the Beach Street PCC Rehabilitation Project; and

WHEREAS, the City-DOT Agreement confirms the updated funding from STBG Federal-aid Swap in the amount of \$966,500.00 with \$250,000.00 provided by the City of Webster City, Iowa (80/20 match); and

WHEREAS, said professional services shall be governed by and construed in accordance with the laws of the State of Iowa and local municipal code and bid through the IDOT following their bid procedures; and

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

SECTION 1: Authorizes the Street Department Supervisor to enter an agreement between the City of Webster City, Iowa and the Iowa Department of Transportation, for Surface Transportation Block Grant (STBG) Program Federal-aid Swap funds under 761 Iowa Administrative Code (IAC) Chapter 162.

Passed and adopted this 16th day of December, 2024.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
Agreement for a Surface Transportation Block Grant Program Federal-aid Swap Project**

Recipient: City of Webster City

Project No.: STBG-SWAP-8212(618)—SG-40

Iowa DOT Agreement No.: 1-24-STBG-SWAP-044

This is an agreement between the City of Webster City, Iowa (hereinafter referred to as the Recipient), and the Iowa Department of Transportation (hereinafter referred to as the Department), for Surface Transportation Block Grant (STBG) Program Federal-aid Swap funds under 761 Iowa Administrative Code (IAC) Chapter 162. Iowa Code Section 306A.7 provides for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide STBG Federal-aid Swap funding to the Recipient for the authorized and approved Construction costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact persons will be the Local Systems Project Development Engineer, Jenifer Bates, and Local Systems Central Region Field Engineer, Brian J. Catus. The Recipient's contact person shall be the City Administrator.
3. The Recipient shall be responsible for the development and completion of the following described STBG Federal-aid Swap project:
In the City of Webster City on Beach Street, from Second Street South .7 miles to 400 feet South of Ohio Street Pavement Rehab.
4. Eligible project activities will be limited to Construction.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible Construction activities from STBG Federal-aid Swap funds. The portion of the Construction costs reimbursed by STBG Federal-aid Swap funds shall be up to \$ 966,500 as stipulated by the MIDAS Council of Governments.
6. The Recipient shall pay for all project costs not reimbursed with STBG Federal-aid Swap funds.
7. If the project described in Section 3 drops out of the MIDAS Council of Governments current TIP or the approved current STIP prior to obligation of funds, and the Recipient fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.
8. The Recipient shall let the project for bids through the Department.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written acceptance of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

City Signature Block

By _____ Date _____, 20____

Title of City Official

I, _____, certify that I am the City Clerk of Webster City, and that _____, who signed said Agreement for and on behalf of the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the _____ day of _____, 20____.

Signed _____ Date _____, 20____

City Clerk of Webster City, Iowa

**IOWA DEPARTMENT OF TRANSPORTATION
Transportation Development Division**

By _____ Date _____, 20____

Brian J. Catus, P.E.
Local Systems Field Engineer
Central Region

EXHIBIT 1

General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa_ims. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering bureau shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

3. Design

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits

- a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

5. Right-of-Way, Railroads, and Utilities

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Right of Way Bureau Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The Recipient shall obtain agreements from utility companies as needed. The Recipient shall comply with the Department's Policy for Accommodating Utilities on the County and City Non-Primary Federal-aid Road System for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's Policy for Accommodating and Adjustment of Utilities on Primary Road System. The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- b. The Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents in Doc Express.

Note: The Department may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- c. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 3.710, Project Development Certification Instructions. The project will not be turned in for bid letting until the Department has reviewed and accepted the Project Development Certification.
- d. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.
- e. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract execution.

7. Construction

- a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.

8. Reimbursements

- a. The Recipient will initially be responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the Recipient (exclusive of any associated interest or penalties)

pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:

- i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
- ii. Refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

9. Project Close-out

- a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the Department; reimbursed funds shall be returned, and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department's signature of the Department's Final Payment Form (Form 830436).
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department.

MEMORANDUM

TO: City Manager and City Council

FROM: Brandon Bahrenfuss, Street Department Supervisor
John Harrenstein, City Manager

DATE: December 16, 2024

RE: Adopt a Resolution Authorizing the Street Supervisor to Sign and Execute Amendment No. 34 with Snyder and Associates to Provide Professional Services for the On-Call Priority 2025-2026 Water Main Repairs and Sewer Rehabilitation Project.

SUMMARY: Through yearly cleaning and televising of our sanitary sewer collections system staff is able to view roughly 40,000 lineal feet of sanitary sewer main each year. Once staff collects all the data from the video footage (via offsets, voids, and crumbling clay pipe) we prioritize the severity of the failing pipe and repair the worst first. Through yearly water main valve exercising and fire hydrant flushing we determine which fire hydrants and valves work effectively and which ones need replaced. Snyder and Associates will provide a preliminary and final design plan, plan preparation, contract documents, bid assistance services, and construction services for the 2025-2026 Water Main and Sewer Rehabilitation Project. Because of the total cost for the construction project, engineering services are required.

PREVIOUS COUNCIL ACTION: The Council approved an agreement with Snyder & Associates to provide On-Call Paving Specialist Services on February 6, 2017. The Council has seen this as part of the 5-year CIP in the FY 24-25 Budget adoption and adopted the 2022 Goal Setting Report noting they would like to pursue a strategic plan on how to address replacement of aging infrastructure.

BACKGROUND/DISCUSSION: The Sanitary Sewer collections system is a complex system made up of 240,000 feet of clay and plastic pipe that transfers sewage from homes, businesses, and industries to the waste water treatment plant where it is cleaned and returned back to the environment. The majority of the sanitary sewer collections system runs east and west using gravity flow to end up at the waste water plant. Years ago, sanitary sewer mains were installed using 8-inch clay tile that were installed in three to six feet sections. Over time these clay tiles can shift vertically or horizontally causing an offset or sag in the sewer main leading to system backup. Another issue that is commonly found throughout the collection system is mainline cracking and voids. Voids in the collections system occur when a clay sewer main becomes cracked and eventually breaks off into the main allowing soil to fall into the collection system and create system backup. Lastly, we need to maintain and proactively keep our sanitary sewer manholes structurally sound and free of INI. Many manholes throughout Webster City were installed using bricks and eventually concrete blocks. These manholes overtime have lost all their grout leading to ground water leaching into the manhole causing issues at the waste water plant. CIPP lining or manhole rehab is faster, cheaper, and less impactful on traffic than replacing the entire structure and installing new. It is important that we continue to stay ahead of these issues and repair

and maintain our sewer collections system through spot repairs or CIPP lining before backups occur in our residents' homes, businesses, and industries.



The water distribution system is a complex system made up of 68 miles of 4"-12" water main pipe snaking its way throughout the City. There are over 475 inline water main valves sporadically placed throughout the distribution system to direct flow, prevent backflow, and isolate areas in the event of a water main break or maintenance and repairs. Lastly, the distribution system supplies water to nearly 1330 fire hydrants allowing local fire fighters to quickly tap into the City's pressurized water system. It is important we continue to replace our aging infrastructure and by doing this is through our Valve and Fire Hydrant Replacement Program.



The project will include three (3) Sanitary Sewer spot repair locations, seven (7) Water Main Valve Replacements, and three (3) Fire hydrant Replacements as identified below:

Sanitary Sewer Spot Repair Locations:

1. **LYNNDALE DRIVE** – H10-25 TO I10-30: Sanitary sewer spot repair, two service line replacements from the main to the ROW. Includes patching back with HMA pavement.
2. **BEACH STREET** – G13-115 TO G13-10: Installation of new manhole to replace existing lamp hole. Includes patching back with HMA pavement.
3. **SUPERIOR STREET & WALNUT STREET** – South of manhole I15-70: Sanitary sewer spot repair near I15-70 and mono form lining of manhole I15-70. Includes patching back with PCC pavement.

Water Main Valve Replacements

- | | |
|---|-------------------|
| 1. Superior Street & Cedar Street | 12 Inch Valve (1) |
| 2. Superior Street & Ohio Street | 12 Inch Valve (1) |
| 3. Superior Street & 2 nd Street | 8 Inch Valve (1) |
| 4. Oak Avenue & 2 nd Street | 6 Inch Valves (3) |
| 5. Elm Street & Prospect Street | 12 Inch Valve (1) |
| 6. 2 nd Street & Maple Avenue | 6 Inch Valve (1) |
| 7. Bank Street & Lynx Avenue | 6 Inch Valve (1) |

Fire Hydrant Replacements

1. 1626 2nd Street
2. Lynx Avenue & Grand Street (includes storm sewer intake replacement)
3. Park Avenue & Bank Street

The timeline for this project is noted below:

City Council Approves Contract Amendment	December 16, 2024
Snyder Completes Design and Plans	January 20, 2025
Meeting with Staff to Review Plans	February 3, 2025
Complete Final Plans and Contract Docs	February 10, 2025
City Council sets Letting and Hearing Dates	February 17, 2025
Bid Letting	March 25, 2025
Memo-Engineering Letter of Recommendation	April 2025
City Council Awards Contract	April 7, 2025
Preconstruction Meeting	April 2025
Start Construction	April 2025
End Construction	June 30, 2025

FINANCIAL IMPLICATIONS: This will be absorbed through the 2024-2025 Sanitary Sewer Capital Improvement Project, 2024-2025 Water Distribution Capital Improvement Project, and Road Use Tax. Amendment No. 34 will cost the city \$62,800.

RECOMMENDATION: Staff recommends the City Council adopt the resolution authorizing the Street Supervisor to sign and execute amendment No. 34 with Snyder and Associates to Provide Professional Services for the On-Call Priority 2025-2026 Water Main Repairs and Sewer Rehabilitation Project.

RESOLUTION NO. 2024 - xxx

RESOLUTION AUTHORIZING THE STREET DEPARTMENT SUPERVISOR TO SIGN AND EXECUTE AMENDMENT NO. 34 WITH SNYDER AND ASSOCIATES TO PROVIDE PROFESSIONAL SERVICES FOR THE ON-CALL PRIORITY 2025-2026 WATER MAIN REPAIRS AND SEWER REHABILITATION PROJECT

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

WHEREAS, the City of Webster City has established a goal of replacing aging and broken infrastructure and approved Water Main Valve and Hydrant Repairs and Sanitary Sewer Spot Repairs as part of the Capital Improvement Plan for 24-25; and

WHEREAS, the City of Webster City seeks to utilize professional services from Snyder and Associates, Inc.; and

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

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

Section 1. Authorize the Street Department Supervisor to sign and execute Amendment No. 34 with Snyder and Associates to provide professional services for the On-Call Priority 2025-2026 Water Main Repairs and Sewer Rehabilitation Project.

Passed and adopted this 16th day of December, 2024.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST: _____
Karyl K. Bonjour, City Clerk

WEBSTER CITY, IOWA

AMENDMENT No. 34 TO THE AGREEMENT FOR PROFESSIONAL SERVICES FOR THE ON-CALL PRIORITY 2025-2026 WATER MAIN REPAIR AND SEWER REHABILITATION PROJECT

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

For work on the On-Call Priority 2025-2026 Water Main Repairs and Sewer Rehabilitation Project, the parties agree as follows:

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

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

CITY OF WEBSTER CITY, IOWA

Brandon Bahrenfuss, Street Supervisor

Dated: December 16, 2024

SNYDER & ASSOCIATES, INC.

Mark A. Land, PE, CFM, Vice President

EXHIBIT “A” SCOPE OF WORK

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

I. GENERAL

This Scope of Services is for the preliminary and final design, plan preparation, contract documents, bid assistance services, and construction services for the **2025-2026 Water Main Repairs and Sewer Rehabilitation Project**. The locations for the water main repairs were determined by the City and within the City’s budget amount. The project will include seven (7) water valve replacement locations, three (3) fire hydrant replacement locations and three (3) sanitary sewer spot repair locations for the locations identified below:

WATER VALVE REPLACEMENTS

2023 Locations:

1. SUPERIOR ST & CEDAR ST
2. SUPERIOR ST & OHIO ST
3. SUPERIOR ST & 2ND ST
4. OAK ST & 2ND ST
5. ELM ST & PROSPECT ST

2024 (New) Locations:

1. 2ND ST & MAPLE AVE
2. BANK ST & LYNX AVE

FIRE HYDRANT REPLACEMENTS

1. 1626 2ND ST
2. LYNX AVE & GRAND ST (UPDATED TO INCLUDE REPLACEMENT OF THE STORM SEWER INTAKE)
3. BANK ST (E DUBUQUE ST) & PARK ST

SANITARY SEWER SPOT REPAIR LOCATIONS

1. LYNNDALE DRIVE – H10-25 TO I10-30: Sanitary sewer spot repair, two service line replacements from the main to the ROW. Includes patching back with HMA pavement.
2. BEACH STREET – G13-115 TO G13-10: Installation of new manhole to replace existing lamp hole. Includes patching back with HMA pavement.
3. SUPERIOR STREET & WALNUT STREET – South of manhole I15-70: Sanitary sewer spot repair near I15-70 and mono form lining of manhole I15-70. Includes patching back with PCC pavement.

The Professional will prepare a staging plan to limit street and driveway closures and reduce inconveniences for the public, however, water main work may require full closures and detour. The scope of the Project will be adjusted to meet the City’s available budget and prioritization.

The project scope does not include replacement of private utilities, acquiring construction easements, or obtaining railroad permits.

II. BASIC SERVICES

A. PROJECT DEVELOPMENT

An initial project meeting will be held with the representatives of the City to establish lines of communication regarding elements of the scope and schedule, set design parameters for the Project and review replacement locations. Additional meetings may be held for the purpose of reviewing design, coordinating with design professionals for other projects in the area, and reviewing budget considerations as the Project progresses.

B. PROJECT ADMINISTRATION

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

1. The Professional shall work with the City to develop a schedule for the project. Anticipated preliminary schedule is outlined in Exhibit "B".
2. To obtain from the City, as necessary, approvals and policy decisions regarding the project.
3. The Professional will provide the City a monthly project status report. This written report will be submitted in such a way that is suitable for use as a City Council information item. Accompanying this report at monthly intervals, the Professional will submit a certified invoice for allowable cost incurred for the performance of the project agreement. Invoice statements will be based on the actual cost incurred by the Professional per invoice period. All invoices will be documented, detailing the work performed by the Professional during the invoice period.

C. DESIGN, PLANS, AND CONTRACT DOCUMENTS

The Professional will design and prepare plan documents for review, comment, and coordination. The plans will address significant project features such as pavement, water main repairs, traffic control and other design issues that will affect the limits of construction. It is anticipated the work will be confined in the right-of-way and no easement acquisitions will be required. One meeting is anticipated to be held with the City to review the design.

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

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

The Professional will prepare final cost opinion based on the final plans. Opinions of probable construction cost prepared by the Professional represent the best judgment of a design professional familiar with the construction industry. It is recognized, however, that the

Professional has no control over the cost of labor, materials or equipment over the Contractor's methods of determining bid prices, or over the competitive bidding or market conditions. Accordingly, the Professional does not guarantee that any actual cost will not vary from any cost opinion prepared by the Professional.

A summary of the anticipated Engineering Services for the Project design are as follows:

1. Water main layout for repairs
2. Sanitary sewer spot repairs
3. Proposed demolition and removals plan
4. Traffic Control Plan for each site
5. Project quantities for bidding
6. Generation of Check Plans for review by the City
7. Generation of Final Construction Plans having addressed the City's comments from their Check Plan review
8. Generate Project Contract Documents
9. Cost Opinion

III. CONSTRUCTION SERVICES

A. CONSTRUCTION ADMINISTRATION

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

1. During the construction phases, the Professional shall specify the testing of materials and administrative procedures as per the City's requirements and as directed by the Professional.
2. Preconstruction Conferences - The Professional shall arrange and conduct a preconstruction conference with the Contractor and City, to review the contract requirements, details of construction, utility conflicts and work schedule prior to construction.
3. Site Observation – The Professional shall visit the construction site, at such times and with such frequency deemed necessary to (a) observe the progress and (b) determine if the results of the construction work substantially conforms to the drawings and specifications in the Construction Documents.
4. Contractor Payment Requests - The Professional shall review the requests of the contractor for progress payments and shall approve a request, based on site observations, which authorizes payments and is a declaration that the contractor's work has progressed to the point indicated.
5. Notification of Nonconformance - The Professional shall notify the City of any known work which does not conform to the construction contract, make recommendations to the City for the correction of nonconforming work and, at the request of the City, see that these recommendations are implemented by the contractor.
6. Shop Drawings - The Professional shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract.
7. Change Orders - The Professional shall prepare change orders for approval of the City.
8. Substantially Complete and Final Site Observation - The Professional shall perform a site observation to determine if the Project is substantially complete according to the plans and specifications and make recommendation on final payment for each construction phase.
9. During the Construction Services Phase, the Project Manager shall confer with the City to report Project status. A written progress report shall be submitted and written in such a way that it is suitable for use as a City Council information item.

10. If the Contractor exceeds the estimated working days in completing construction of the Project for any of the Project lettings, or if change orders or project additions require additional working days, the Professional will be compensated for administration and observation services based on established hourly rates and fixed expenses, as agreed and amended by the parties to this Agreement.
11. Final Acceptance - It is understood that the City will accept any portion of the Project only after recommendation by the Professional. Final acceptance of the Project by the City shall not be deemed to release the Contractor from responsibility for insuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the Professional for liability of design.

B. CONSTRUCTION OBSERVATION

The Professional will provide one or more Resident Engineer or Resident Construction Observer for the Project as required during the Construction Phases. If the Contractor requests a waiver of any provisions of the plans and specifications, the Professional will make a recommendation on the request to the City for their determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The City shall never be deemed to have authorized the Professional to consent to the use of defective workmanship or materials. The Construction Observer will give guidance to the Project during the construction periods, including the following:

1. Observation of the work for general compliance with plans and specifications.
2. Keep a record or log of Contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction.
3. Resident Services provide the City with representation at the job site during the Construction Phases of the Project which results in increasing the probability that the Project will be constructed in substantial compliance with the plans and specifications, and Contract Documents. However, such Resident Services do not guarantee the Contractor's performance. Resident services do not include responsibility for construction means, controls, techniques, sequences, procedures, or safety.
4. The Resident Engineer or Construction Observer shall coordinate the acceptance testing and monitoring according to City requirements. Concrete field air and slump tests required will be completed by the Resident Engineer or Construction Observer. Moisture and density control tests will be required by the Contractor. Assurance sampling, testing and source inspection required is not expected to be provided by the Professional. All material testing and inspection shall be provided either by the Professional or by the construction contractor with review for acceptance or denial by the Professional.

IV. ADDITIONAL SERVICES:

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

1. Topographic Survey
2. Assessment Plats and Schedules
3. Easement Plats and/or Acquisition Plats
4. Right-of-way services
5. Submittal fees and/or permit fees to any and all regulatory agencies.
6. Soil borings and geotechnical investigation
7. Subsurface utility investigation

8. Franchise utility services, such as electrical, telephone, fiber optic and gas services
9. Client requested major revisions
10. Wetland delineation, determination, or mitigation
11. As-built documents other than specified

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

Responsible persons assigned to this project shall be:

City – Brandon Bahrenfuss
Professional – Toni Tabbert, John Haldeman

EXHIBIT “B” COMPLETION

Professional shall commence work immediately upon receipt of a written Notice to Proceed from the City and shall complete all phases of the Scope of Work as expeditiously as is consistent with professional skill and care and the orderly progress of the Work in a timely manner. The parties anticipate that all design work pursuant to this agreement shall be completed to facilitate a Spring 2025 bid letting. The project will be bid in March 2025, and the contractor will commence work April 2025.

The anticipated preliminary schedule for the 2025-2026 Water Main Repairs and Sewer Rehabilitation Project is as follows:

<u>Task</u>	<u>Completion Date</u>
City Council Approve Contract	December 16, 2024
Complete Design and Plans	January 20, 2025
Meeting with City to Review Plans	February 3, 2025
Complete Final Plans and Contract Docs	February 10, 2025
City Council set Letting and Hearing Dates	February 17, 2025
Bid Letting	March 25, 2025
Memo – Engineer Letter of Recommendation	April 2025
City Council Review Bids Received / Contract Award	April 7, 2025
Preconstruction Meeting	April 2025
Start Construction	April 2025
End Construction	June 30, 2025

Upon request of the City, Professional shall submit, for the City's approval, a schedule for the performance of Professional's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Professional.

All other incidental completion dates required to complete work under this Agreement shall be adhered to as stipulated.

**EXHIBIT “C”
PAYMENT**

COMPENSATION

Below is a table summarizing the Professional’s fees for the scope of services outlined in Exhibit “A”. Fees will be invoiced and paid on an hourly rate plus expenses basis not to exceed amount and rates will be accrued in accordance with the Professional’s 2025 Standard Fee Schedule contained in Exhibit “D” of this Amendment No. 34 to the Agreement for Professional Services.

BASIC SERVICES

Project Development	\$3,600
Project Management	\$4,600
Design, Plans and Contract Documents	\$25,400
Bid Letting Services	<u>\$3,500</u>
Subtotal	\$37,100

CONSTRUCTION SERVICES

Construction Administration	\$8,600
Construction Observation	\$15,100
Record Drawings	<u>\$2,000</u>
Subtotal	\$25,700

Amendment No. 34 Total **\$62,800**

EXHIBIT “D”

S **SNYDER** | 2025 STANDARD FEE SCHEDULE
ASSOCIATES

Professional | Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist, Project Manager, Planner, Archaeologist, Right-of-Way Agent, Graphic Designer

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Principal II	\$269.00/hour
Principal I	\$246.00/hour
Senior	\$225.00/hour
VIII	\$206.00/hour
VII	\$194.00/hour
VI	\$185.00/hour
V	\$173.00/hour
IV	\$159.00/hour
III	\$147.00/hour
II	\$133.00/hour
I	\$120.00/hour

Technical | CAD, Survey, Construction Observation

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Lead	\$156.00/hour
Senior	\$150.00/hour
VIII	\$139.00/hour
VII	\$129.00/hour
VI	\$116.00/hour
V	\$105.00/hour
IV	\$95.00/hour
III	\$85.00/hour
II	\$78.00/hour
I	\$69.00/hour

Administrative

BILLING CLASSIFICATION/LEVEL	BILLING RATE
II	\$80.00/hour
I	\$66.00/hour

Reimbursables

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Mileage	<i>Current IRS Standard Rate</i>
Outside Services	<i>As Invoiced</i>



MEMORANDUM

TO: Mayor and City Council

FROM: Eric McKinley, Police Sergeant
John Harrenstein, City Manager

DATE: December 16, 2024

RE: Purchase Tasers



SUMMARY:

I am requesting the Council's approval to purchase new Taser 10s for the Police Department. I would like to use speed camera money to make this purchase.

PREVIOUS COUNCIL ACTION:

N/A

BACKGROUND/DISCUSSION:

Our current tasers (X2) are several years beyond their warranted use and have been discontinued by the manufacturer. All but two of our current tasers have electronic interfaces that do not function. The interface provides officers with important information for the use of the taser including, which cartridge is selected to fire, or has been fired, as well as battery life, and any error messages indicating that there is a problem with the taser.

The X2 model is no longer warranted and Taser will no longer support them through the manufacture of accessories. Tasers are a vital tool used by law enforcement in many scenarios where, without them, we would not have a viable less lethal option to resolve a confrontation. Tasers have been an important tool to us on several different occasions over the years and allow us to safely and quickly apprehend combative subjects without causing injury to them or officers.

Currently, the Taser 10 is the most effective tool on the market with an effective range of 45 feet creating more time and space allowing officers to de-escalate and resolve conflicts at a greater distance than all previous models. A common problem with taser use are failures due to misses or poor probe connection. Taser 10 allows for more probes to be deployed individually, rather than two probes simultaneously, to ensure better accuracy and penetration, while still only energizing the least amount of probes at once to maximize effectiveness. Taser 10 also gives an audible and visual warning when turned on, which has proven to de-escalate without actually deploying cartridges.

FINANCIAL IMPLICATIONS:

13 Taser 10s to be purchased from Axon for the amount of \$33,022.96. This includes the tasers and training from an Axon representative and all training equipment needed. This would include replacement of warranted items and cartridges as they are used for the duration of the three-year contract. This can be paid upfront or in yearly installments of approximately \$11,007.00 dollars for three years. The warranty on the devices remains for two additional years. Axon is a soul source provider for the purchase of these specific tasers.

RECOMMENDATION:

I recommend purchasing the Taser 10 package to include all previously mentioned items for the amount of \$33,022.96.

We were offered the option to pay \$1,000 upfront to get the tasers on hand as soon as possible and we can then pay the remainder over the next three years.

The other option would be to pay the total amount upfront which still includes training materials for three years.

I believe we would have enough training equipment to continue training through the remaining five-year warranty without needing to purchase additional material.

Attachments:

Taser 10 quote



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-553615-45636.640WR

Issued: 12/10/2024

Quote Expiration: 12/20/2024

Estimated Contract Start Date: 02/01/2025

Account Number: 137370

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Webster City Police Dept - IA 400 2nd St Webster City, IA 50595-1534 USA	Webster City Police Department - IA PO Box 217 Webster City IA 50595-0217 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Wesley Rouse Phone: Email: wrouse@axon.com Fax:	Eric McKinley Phone: 5158329166 Email: 675@webstercity.com Fax:

Quote Summary

Program Length	36 Months
TOTAL COST	\$33,022.96
ESTIMATED TOTAL W/ TAX	\$33,022.96

Discount Summary

Average Savings Per Year	\$11,437.92
TOTAL SAVINGS	\$34,313.76

Payment Summary

Date	Subtotal	Tax	Total
Jan 2025	\$10,578.86	\$0.00	\$10,578.86
Jan 2026	\$11,002.01	\$0.00	\$11,002.01
Jan 2027	\$11,442.09	\$0.00	\$11,442.09
Total	\$33,022.96	\$0.00	\$33,022.96

Quote Unbundled Price: \$67,336.72
 Quote List Price: \$39,022.72
 Quote Subtotal: \$33,022.96

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00010	BUNDLE - TASER 10 CERTIFICATION	13	36	\$138.54	\$78.04	\$65.22	\$30,522.96	\$0.00	\$30,522.96
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
Total							\$33,022.96	\$0.00	\$33,022.96

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	13	2	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	13	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	13	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	260	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	80	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	130	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	13	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	13	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	3	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	01/01/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	40	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	110	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	40	1	01/01/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	100	1	01/01/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	40	1	01/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	13	02/01/2025	01/31/2028
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	13	02/01/2025	01/31/2028
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	02/01/2025	01/31/2028

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	13
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	13	01/01/2026	01/31/2028
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	13	01/01/2026	01/31/2028
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	01/01/2026	01/31/2028
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	01/01/2026	01/31/2028

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	400 2nd St	Webster City	IA	50595-1534	USA
2	400 2nd St	Webster City	IA	50595-1534	USA

Payment Details

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$800.87	\$0.00	\$800.87
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	13	\$9,777.99	\$0.00	\$9,777.99
Total				\$10,578.86	\$0.00	\$10,578.86

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$832.91	\$0.00	\$832.91
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	13	\$10,169.10	\$0.00	\$10,169.10
Total				\$11,002.01	\$0.00	\$11,002.01

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$866.22	\$0.00	\$866.22
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	13	\$10,575.87	\$0.00	\$10,575.87
Total				\$11,442.09	\$0.00	\$11,442.09

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

12/10/2024





MEMORANDUM

TO: Mayor and City Council

FROM: Ariel Bertran, Community Development Director

DATE: December 16, 2024

RE: Adopt a Resolution Authorizing the Mayor to Execute and Sign the Subordination Agreements with WCF Financial Bank, Webster City, Iowa, Related to the City's Existing Mortgages on Lots 22, 23, 28, and 29 Brewer Creek Estates 6th Addition with Samann L.C., LLC and Steven R. Smith, Manager

SUMMARY: Samann L.C. executed a mortgage in favor of Webster City for lots 22, 23, 28 and 29 in Brewer Creek Estates 6th Addition. These mortgages were executed July 3, 2024 in the amount totaling \$78,980.00. WCF Financial Bank has now loaned Samann L.C. funds to complete home builds on the four lots and mortgages in favor of WCF Financial Bank. WCF Financial Bank is requesting that the City now subordinate its mortgage recorded on July 3, 2024 and be the junior and inferior to the new mortgage lien entered into between Samann, L.C. and WCF Financial Bank, Webster City, Iowa.

PREVIOUS COUNCIL ACTION: On June 17, 2024, the City Council adopted Resolution 2024-099 authorizing and approving the execution of a purchase agreement for the sale of lots in Brewer Creek Estates 6th Addition. The City took the precaution of stating mortgages would not be allowed to be placed on the property until construction had begun.

BACKGROUND/DISCUSSION: The purchase agreement for the sale of said lots came before Council on June 17, 2024. City Council adopted resolution 2024-099 authorizing and approving the execution of a purchase agreement for the sale of lots 22, 23, 28, and 29 in Brewer Creek Estates 6th Addition. The purchase agreement included that no mortgage would be able to be placed on the property until construction had begun. Construction is well under way on all four lots. WCF Financial Bank has requested the City subordinate its mortgage that was recorded on July 3, 2024 and be the junior and inferior to the new mortgage entered into with Samann, L.C. and WCF Financial Bank, Webster City, Iowa.

FINANCIAL IMPLICATIONS: There are no current financial implications. The City of Webster City will be second on the mortgage.

RECOMMENDATION: Adopt a Resolution authorizing the Mayor to Execute and sign the Subordination Agreements with WCF Financial Bank, Webster City, Iowa.

RESOLUTION NO. 2024 – XXX

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND SIGN
THE SUBORDINATION AGREEMENTS WITH WCF FINANCIAL BANK, WEBSTER CITY, IOWA,
RELATED TO THE CITY'S EXISTING MORTGAGES ON LOTS 22, 23, 28 AND 29
IN BREWER CREEK ESTATES 6TH ADDITION WITH SAMANN, L.C.**

WHEREAS, Samann, L.C. executed a mortgage in favor of the City of Webster City dated July 3, 2024 and recorded July 3, 2024 in the amount of \$78,980 for Lots 22, 23, 28 and 29 Brewer Creek Estates 6th Addition; and

WHEREAS, WCF Financial Bank has now loaned Samann, L.C. funds to complete said home builds and as such, Samann, L.C. executed a mortgage in favor of WCF Financial Bank; and

WHEREAS, WCF Financial Bank has asked the City of Webster City to subordinate their previous mortgage to WCF Financial Bank's mortgage, putting WCF Financial Bank in first position; and

WHEREAS, The City of Webster City, Iowa, hereby agrees to subordinate its mortgage recorded July 3, 2024 and to be junior and inferior to the new mortgage lien entered into between Samann, L.C. and WCF Financial Bank, Webster City Iowa; and

WHEREAS, The City Council authorizes the Mayor to execute and sign the subordination agreements ("Exhibit A") with WCF Financial Bank, Webster City, Iowa; and

WHEREAS, said agreements will be effective at the time of signing; and

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

SECTION1: Authorizes the Mayor to execute and sign the subordination agreements with WCF Financial Bank, Webster City, Iowa related to the City's existing mortgages on Lots 22, 23, 28 and 29 in Brewer Creek Estates 6th Addition with Samann, L.C.

Passed and adopted this 16th day of December, 2024.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

“EXHIBIT A”

SUBORDINATION AGREEMENTS

Lot 22, Lot 23, Lot 28, Lot 29

Brewer Creek Estate, 6th Addition

(Space Above This Line For Recording Data)

Prepared by: Michael L. Auderer, WCF Financial Bank, PO Box 638, Webster City, IA 50595, Ph: 515-832-3071
Return to: Michael L. Auderer, WCF Financial Bank, PO Box 638, Webster City, IA 50595

SUBORDINATION AGREEMENT

WHEREAS, the undersigned, **CITY OF WEBSTER CITY**, is the owner and holder of a certain real estate Mortgage executed by **SAMANN L.C., LLC AND STEVEN R SMITH, Manager**, and further identified as follows:

Mortgage filed July 3, 2024 in the principal sum of \$78,980.00
Mortgage is recorded as:
Instrument No. 2024 1379 in the records of the **Hamilton** County Recorder's office.
The above mortgage being on the following real estate, to wit:

Lot 22, 23, 28 and 29 Brewer Creek Estates 6th Addition, Webster City, Iowa.

WHEREAS, the undersigned is informed that **WCF FINANCIAL BANK** of Webster City, Iowa proposes to make a loan in the sum of **\$949,500** to said **SAMANN L.C. LLC. And STEVEN R SMITH, Manager** and propose to take the real estate mortgage on the real estate described above;

NOW, THEREFORE, the undersigned, to induce **WCF FINANCIAL BANK** of Webster City, Iowa to make a loan to **SAMANN L.C. LLC AND STEVEN R SMITH, Manager**, in the sum of **\$949,500.00**, **CITY OF WEBSTER CITY** has agreed to and does hereby subordinate their Real Estate Mortgage, more specifically described herein, insofar as the same remains unpaid, to the mortgage in the sum of **\$78,980.00** to be made, executed and delivered by the said **SAMANN L.C. LLC AND STEVEN R SMITH** to **WCF FINANCIAL BANK** of Webster City, Iowa; and further agrees that in case of foreclosure, or any other proceeding to enforce payment of any of the notes secured by the mortgage owned by the undersigned, or the mortgage to be held by **WCF FINANCIAL BANK** of Webster City, Iowa, as aforesaid, shall be first paid before the mortgage held by the undersigned receive any amount on account of their supporting Note.

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed this _____ day of _____, 2024.

CITY OF WEBSTER CITY
X _____
John Hawkins, Mayor

Attest:
X _____
Karyl Bonjour, City Clerk

(Space Below This Line for Acknowledgment)

STATE OF IOWA, County of HAMILTON COUNTY

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

My Commission Expires: X _____
Notary Public in the State of Iowa



MEMORANDUM

TO: Mayor and City Council

FROM: Ariel Bertran, Community Development Director

DATE: December 16, 2024

RE: Adopt a Resolution Amending Resolution No. 2024-115 pertaining to fees adopted July 1, 2024 and amended under Resolution No. 2024-177 on December 2, 2024 to amend Electrical Permit Fees and implement a Re-Inspection Fee

SUMMARY: City staff presented an amendment to the fee schedule pertaining to electrical fees on December 2, 2024. That same day staff received additional feedback that the State of Iowa enforces a re-inspection fee for their completed electrical inspections. After further review and consideration, City Staff feels that it would be best practice to also implement a re-inspection fee. As we have aligned our electrical permit fees with the State of Iowa, it is also recommended that City Council amend Resolution No. 2024-115 pertaining to fees to implement a re-inspection fee of \$25 per re-inspection. The re-inspection would take place due to non-compliance or incomplete work at the time of the initial inspection

PREVIOUS COUNCIL ACTION: City Council adopts a fee schedule in July each year. City Council amended the fee schedule on December 2, 2024 by Resolution No. 2024-177 aligning the City’s electrical permit fees with the State of Iowa

BACKGROUND/DISCUSSION: The City does not currently have an electrical re-inspection fee, by implementing one, we are aiming to promote timely compliance with electrical codes and regulations and enhance the efficiency of the inspection process by reducing repeat visits

FINANCIAL IMPLICATIONS: There are no immediate financial implications; however, this fee could result in an increase in revenue over time by recovering costs associated with re-inspections.

RECOMMENDATION: City staff recommends the City Council approve amending Resolution No. 2024-115 and Resolution No. 2024-177 pertaining to fees, by amending electrical permitting fees and implementing an electrical re-inspection fee.

RESOLUTION NO. 2024 – XXX

**A RESOLUTION AMENDING RESOLUTION NO. 2024-115 PERTAINING TO FEES ADOPTED JULY 1, 2024,
AND AMENDED UNDER RESOLUTION 2024-177 ON DECEMBER 2, 2024
TO AMEND ELECTRICAL PERMIT FEES AND IMPLEMENT A RE-INSPECTION FEE**

WHEREAS, the City Council adopted Resolution No. 2024-115 on July 1, 2024, establishing a fee schedule, including electrical permit fees; and

WHEREAS, on December 2, 2024, the City Council amended the fee schedule to align the City’s electrical permit fees with those enforced by the State of Iowa; and

WHEREAS, City Staff has reviewed feedback received on December 2, 2024, indicating that the State of Iowa enforces a re-inspection fee for electrical inspections; and

WHEREAS, City Staff has determined that implementing a re-inspection fee of \$25 per re-inspection would promote timely compliance with electrical codes and regulations, reduce repeat visits, and align the City’s practices with State standards; and

WHEREAS, the proposed re-inspection fee would apply when an inspection reveals non-compliance or incomplete work that necessitates an additional visit by an inspector; and

WHEREAS, the implementation of a re-inspection fee would enhance the efficiency of the inspection process without causing immediate financial implications, though it may generate additional revenue over time to recover costs associated with re-inspections

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

SECTION 1: Resolution No. 2024-115 is hereby amended to include the following:

1. The City’s electrical permit fee schedule shall remain aligned with the State of Iowa’s fee structure as amended on December 2, 2024.
2. A re-inspection fee of \$25 shall be implemented and assessed for each additional inspection required due to non-compliance or incomplete work identified during an initial inspection.

SECTION 2: Amendments shall be in effect as of the date of the adoption of this Resolution.

SECTION 3: All other fees adopted by Resolution No. 2024-115 on July 1, 2024 and amended under Resolution No. 2024-177 on December 2, 2024 shall remain in effect as noted in attached Exhibit A – Fees.

Passed and adopted this 16th day of December, 2024.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

Exhibit A

CEMETERY		
Charges for Interments		
Infant Graves (Newborn to 2 Years Old)	\$330.00	
Child/Adult Graves	\$720.00	
Burial of Ashes (Cremation Urn)	\$230.00	
Burial of Ashes (More than 12" Diameter)	\$465.00	
Additional Charges		
Saturday Burials	\$195.00	
Week day burials departing after 3:00 p.m.	\$135.00	
Thaw Grave	\$135.00	
Removing monuments for interment	\$65.00	
Disinterment's double the cost of regular)		
Charge for Grave Space		
Traditional Grave (5'x10')	\$760.00	
Cremation Grave (5'x5')	\$380.00	
Monument Permit	\$55.00	
Easement (deed) change fee	\$35.00	
Charge/mowing cycle of Fosters Baby Addition	\$115.00	
Frost Remover & Refill Propane Day+fuel	\$70.00	
PET CEMETERY		
Charge for Grave Space		
Approximate Size: 4' x 4	\$155.00	
Size might be slightly altered due to concrete fill material		
Charge for Interments (No Vaults)		
Traditional or Cremation	\$105.00	
Permanent Monument Permit	\$30.00	
All Other or Additional Fees will be same as Graceland Cemetery		
POLICE		
False alarm	\$80.00	
Vehicle Unlocks	\$25.00	
Fingerprinting	\$30.00	
Parking Violations		
72 hour 46-214	\$30.00	
Parking Prohibited 46-201	\$30.00	
No Parking Zone 46-206	\$30.00	
No Parking 2am-6am 46-207	\$30.00	
2 Hour Parking 46-211	\$30.00	
4 Hour Parking 46-212	\$30.00	
Snow (Business District) 46-200	\$50.00	
Snow (Residential District) 46-244	\$50.00	
Other Parking Violations	\$30.00	

Exhibit A

Animal Impounds		
First Offense	\$65.00	
Second Offense	\$100.00	
Third or more Offense	\$125.00	
Storage at vets (per day)	\$25.00	
Pictures & Report Copies		
Photos (reprints) actual costs/whichever greater	\$20.00	
Paper Copies per report	\$8.00	
Audio/Visual Recordings		
32Gb Flash Drive	\$40.00	
64Gb Flash Drive	\$60.00	
128Gb Flash Drive	\$80.00	
256Gb Flash Drive	\$100.00	
Off-Road Utility Vehicles & Golf Cart Violations		
Scheduled Fine (not including Surcharge and Court Cost)		
First Offense	\$65.00	
Second Offense	\$100.00	
Third Offense	\$150.00	
Speeding Violations		
Scheduled Fine (not including Surcharge and Court Cost)		
Speed Over Limit		
1-5 over	\$30.00	
6-10 over	\$55.00	
11-20 over	\$75.00	
21-25 over	\$100.00	
26-30 over	\$250.00	
31 or more over	\$500.00	
*work Zone fines are Doubled		
Other Motor Vehicle violations		
Scheduled Fine (not including Surcharge and Court Cost)		
Failure to Stop or Failure to Yield	\$135.00	
Violating one-way traffic designation	\$135.00	
Failure to obey traffic control device	\$135.00	
Improper use of lanes	\$135.00	

Exhibit A

Animal Ordinance Violations (Sec 8-3)		
Scheduled Fine (not including Surcharge and Court Cost)		
First Offense	\$65.00	
Second Offense	\$100.00	
Third Offense	\$150.00	
Nuisance Ordinance Violations (Sec 32-4)	\$150.00	
Scheduled Fine (not including Surcharge and Court Cost)		
First Offense	\$65.00	
Second Offense	\$100.00	
Third Offense	\$150.00	
ZONING AND INSPECTION		
Zoning Board of Adjustment Appeal	\$150.00	
Petition for zoning amendment	\$150.00	
Zoning Permit in Corporate Limits+Bldg Permit	\$55.00	
outside Corporate limits	\$140.00	
Plat fees		
Minor subdivision	\$155.00	
or Per lot	\$20.00	
Major subdivision - Preliminary (minimum \$100		
Preliminary-Minimum	\$155.00	
Final - Minimum	\$155.00	
or Per Lot	\$20.00	
Agricultural	\$65.00	
Property line adjustment	\$85.00	
Electrical Permit fees		
<i>Service Size</i>		
Zero to 100 ampere capacity	\$25	
101 to 200 ampere capacity	\$35	
Each additional 100 amp capacity	\$20	
Each branch circuit or feeder	\$5	
Remodel/Additions	\$40.00	
Each branch circuit or feeder	\$5	
Temporary Service	\$120.00	
Detached Garage	\$60.00	
Reinspection Fee for electrical inspections	\$25.00	New
Sign Permit fees		
Illuminated	\$40.00	
Non-illuminated	\$35.00	
Structural alterations	\$29.00	
Ordinary repairs, maintenance or replacement of sign face	No fee	
Temporary signs	No fee	
A zoning permit fee is not applicable		

Exhibit A

Mechanical permit fees		
First unit	\$22.00	
Additional units	\$9.00	
Moving permit fees		
Moving permit	\$66.00	
Plumbing permit fees		
House sewer	\$29.00	
Water service	\$29.00	
First fixture	\$22.00	
Additional fixtures	\$9.00	
Water heater replacement	\$22.00	
Tap fees	\$25.00	
Building permit fees		
<i>Valuation</i>		
\$1.00 to \$2,000.00	\$50.00	
\$2001.00 to \$25,000.00		
First \$2,000.00	\$90.00	
Each additional \$1,000.00	\$13.00	
\$25,001.00 to \$50,000.00		
First \$25,000.00	\$389.00	
Each additional \$1,000.00	\$8.00	
\$50,001.00 to \$100,000.00		
First \$50,000.00	\$589.00	
Each Additional \$1,000.00	\$7.00	
\$100,001.00 to \$500,000.00		
First \$100,000.00	\$939.00	
Each additional \$1,000.00	\$4.00	
\$500,001.00 to \$1,000,000.00		
First \$500,000.00	\$2,539.00	
Each additional \$1,000.00	\$6.00	
\$1,000,001.00 and over		
First \$1,000,000.00	\$5,539.00	
Each additional \$1,000.00	\$6.00	
Plan review fees		
Commercial, industrial model homes and multifamily dwellings	45% percent of building permit fee	
All Inclusive Permit Package. For Developments of 5 or more one and two single family homes. Homes must be built within 18 months.	\$2,500.00 per structure	
Utility disconnect and debris disposal permit fees		
Utility disconnect and debris disposal permit	\$33.00	

Exhibit A

ENCROACHMENT & EXCAVATION PERMIT FEES		
Temporary - Construction with Excavation 18" or more in depth	\$55.00	
Temporary - Construction with Excavation under 18" in depth	\$35.00	
Road Closure - Neighborhood Block Party (waived for nonprofit or community event)	\$25.00	
Permanent	\$120.00	
Long Term Encroachment (60 days or above)	\$350.00	
FIRE DEPARTMENT		
Rental Fee Fire Department Training Room		
Cost per Hour	\$25.00	
deposit (returned upon inspection)	\$50.00	
Fire Reports (insurance requests)	\$10.00	
Fire Truck (includes driver)	\$150.00	hr
Heavy Rescue (includes driver)	\$150.00	hr
Burn Van Violation	\$300.00	
Extrication/Rescue	\$500.00	
50 foot section of fire hose	\$50.00	day
Nozzle	\$50.00	day
Hydrant Pack-wrench, valve, adapter	\$100.00	day
Compressed air filing	\$13.00	cylinder
Haz Mat Cleanup any size (up to 4 personnel)	\$368.57	
Extra Response Personnel	\$28.41	hr ea
Addition Charges		
1.Expended materials (foam,containment booms,sand, absorbent, etc)		
2.Equipment repair and/or cleaning (personal protective equipment, hose nozzles, apparatus, etc)		
3.Damaged equipment and/or property (may include injury to, destruction of, or loss of natural resources etc)		
4.Other (contracted services,contracted equipment,evacuation of people etc)		
5. Billing charge		
PUBLIC GROUNDS		
Out Front Mower 72"	\$72.00	per hr
Riding Mower 30"	\$56.00	per hr
Snow Blower 48"	\$72.00	per hr
String Trimmer	\$49.00	per hr
Tractor with 48" Sidewalk Snow Removal Blade	\$41.00	per hr
Tractor with Blade	\$72.00	per hr
Tractor with Brush	\$72.00	per hr
Tractor with Mower, Boom, Disc, Rotary, Flail	\$106.00	per hr
Tractor with Post Hole Auger	\$56.00	

Exhibit A

STREET DEPARTMENT		
2009 Behnke Trailer (2 employees)	\$190.00	
2009 Rockland Grappler Bucket	\$28.00	
2006 BG85 STIHL Blower	\$10.00	
2007 Jet Machine with truck (2 employees)	\$100.00	
2006 CAT Skid Loader	\$42.00	
1971 LDI Saw Trailer	\$10.00	
2012 Tandem Dump Truck	\$90.00	
2011 Elgin Crosswind Sweeper	\$100.00	
1999 H140 CAT Grader	\$80.00	
1987 Snowgo Snow Blower	\$118.00	
2005 John Deere 770D Grader	\$80.00	
1986 Ingersoll-Rand air comp	\$46.00	
2003 CAT Backhoe 420D	\$80.00	
2014 Kent Backhoe Hammer	\$87.00	
2008 CVP40 CAT Compactor	\$90.00	
2017 CAT Payloader	\$85.00	
2007 Monroe 12" Plow	\$21.00	
2016 Henderson 12" Plow	\$21.00	
2010 Freightliner M2106 V	\$60.00	
2009 Henderson Plow 11" x 36"	\$11.00	
2009 Henderson Sander WSH-26711	\$11.00	
2003 F250 Ford 4x4	\$23.00	
2005 C8500 chevy Dump Truck	\$60.00	
2014 Bonnel Plow	\$11.00	
2005 Monroe Salt Spreader	\$11.00	
2011 Ford F-350	\$23.00	
2017 Ram 3500	\$23.00	
2015 Chevy K-3500Truck	\$23.00	
2006 T-12DD Tow Master Trailer	\$11.00	
2000 Lift Group Balderson	Not For Rent	
2008 Greco Paint Machine 5900	\$15.00	
2004 Aluma Ltd Trailer	\$11.00	
2007 Hyd. Shoring, sheets, rams	\$51.00	
1990 Aluma LTD Shoring Trailer	\$11.00	
1989 Locator Metal Detector	\$11.00	
1995 Locator Metal Detector	\$11.00	
CAT Mini Excavator	\$80.00	
2018 International Dump Truck	\$70.00	
2002 Efficiency HS 68 New shoring	\$50.00	hr \$300/day
2005 Aluma LTD Trailer	\$11.00	
1992 Wacker Tamper	\$11.00	
2007 Stihl TS-800 Pipe Saw	\$11.00	
2000 Olympia Pipe Saw 285TT-7	\$11.00	
2009 Fairmount F-20 Hyd Power Unit	\$16.00	

Exhibit A

2009 Fairmount H6245A Hyd Saw	\$16.00	
2009 Fairmount H49334 Trash Pump	\$19.00	
1985 Koshin 3" Diaphragm Pump 120 GX	\$21.00	
2006 Wacker 3" Diaphragm Pump 120GX	\$21.00	
2008 Honda Generator EB 11000	\$16.00	
2000 Mueller Tap Machine B-100	\$21.00	
2000 Forks for Payloader	\$16.00	
2008 7000 Locator	\$21.00	
2002 Bosh Jack Hammer (electric)	\$16.00	
2000 Fire Power Portable Welder 110V	\$31.00	
Skid Loader Trailer	\$11.00	
2023 Husqvarna Concrete Saw 26"	\$30.00	
2001 Echo Hand Blower PB-2100	\$11.00	
2022 Dewalt Hammer Drill	\$11.00	
Charge for Curb Box Shut Off	\$36.00	.5 hr.
All Water Main Tap fees are Time & Material		
Street Barricades w/frame	\$15.00	day1st7day
	\$29.00	day/after7
Flasher Stand	\$15.00	day1st7day
	\$29.00	day/after7
3 Tier High Barricade	\$21.00	day1st7day
	\$41.00	day/after7
Traffic Cone	\$13.00	day1st7day
	\$25.00	day/after7
Portable Sign	\$13.00	day1st7day
	\$25.00	day/after7
One Way Sign	\$13.00	day1st7day
	\$25.00	day/after7
Handicap Sign	\$13.00	day1st7day
	\$25.00	day/after7
Any Misc. Signage	\$13.00	day1st7day
	\$25.00	day/after7
Barricade Fencing	\$13.00	day1st7day
	\$25.00	day/after7
Asphalt Chips, Concrete Chips, Dirt, Ballast, Roadstone	Not for Sale	
LINE DEPARTMENT		
Backyard Unit	\$75.00	
Skid Loader	\$42.00	
Aerial Bucket Truck	\$72.00	
Boring machine	\$82.00	
Brush Chipper	\$45.00	
Digger Derrick	\$82.00	
Dump truck	\$60.00	
Big Trencher	\$51.00	
Little Trencher	\$34.00	

Exhibit A

Vac unit	\$63.00	
Trenching (April 1-Oct 31)	\$240.75	
Boring (April 1-Oct 31)	\$240.75	
Boring -outside City limits - Mobilization fee	\$100.00	
Contractor boring		
Boring (April 1 - Oct 31) - Includes labor, equip)+ material at actual cost per ft. no minimum	\$45.00	ft
Mobilization charge	\$150.00	
Boring NOT an Option from Nov 1-March 31		
Primary boring costs		
Three phase service (includes: labor, equipment)+ material at actual cost per ft. no minimum	\$50.00	ft
Single phase service (includes: labor, equipment)+ material at actual cost per ft. no minimum	\$28.00	
Mobilization fee (outside city limits)	\$160.00	
Temporary Service -with existing pole	\$120.00	
Temporary Service - with new pole being set	\$350.00	
PUBLIC WORKS		
Plotter Maps (per linear foot):		
Plotter map without aerials	\$2.65	
Plotter map with aerials	\$3.15	
Color plots maps fitting on 8 ½" x 11" sheet	\$1.20	
Color plots maps fitting on 8 ½" x 14" sheet	\$1.85	
Color plots map fitting on 11" x 17" sheet	\$2.25	
UTILITY OFFICE		
Delivery slip charge	\$40.00	
Reconnection	\$50.00	
Reconnection at Pole	\$80.00	
Return of funds fee (check direct pay)+delivery slip	\$25.00	
Return of funds(online payments)	\$35.00	
Curb box - off/locate	\$35.00	
after-hours reconnections - additional equipment and labor charges will apply		
Replace Frozen-Damaged Meter	actual cost	
Additional Charge for damaged meter tampering	actual cost	
Meter testing fee	\$25.00	
Service disconnection	\$30.00	
Winter-Water Meter Strap-Off	\$30.00	
Meter Inconvenience Fee	\$75.00	mo.
Penalty for utility companies that cut, remove or damage streets, curbs and/or gutters that have been built, rebuilt or paved within:		
Years 0-5 of city work being completed	\$2.50	sq ft+\$2000
Years 6-10 of city work being completed	\$1.25	sq ft+\$1000

Exhibit A

AIRPORT		
Hangar Rental Fee	\$75.00	mo.
Large Hangar Rental Fee	\$225.00	mo.
Mechanic Building-Hangar Fee	\$700.00	mo.
REQUEST FOR COPIES		
Black & White 1st 2 pages	Free	
Black & White each additional single page(s)	\$0.70	
Black & White double sided after initial page(s)	\$0.80	
Color each single page	\$0.80	
Color double sided after initial page(s)	\$1.00	
LICENSES		
Golf Cart license - annually	\$25.00	
Garbage & Rubbish Collectors	\$100.00	
RECREATION		
	<u>Resident</u>	<u>Non-Res</u>
Fuller Hall Adult Fitness Day Pass	\$5.50	\$6.50
Fuller Hall Student-Child Day Pass	\$4.50	\$5.50
Fuller Hall Adult Fitness Punch Card	\$53.50	\$61.50
Fuller Hall Student-Child Fitness Punch Card	\$43.00	\$49.00
Fuller Hall Adult 6-Month Pass	\$96.50	\$110.75
Fuller Hall Youth 6-Month Pass	\$52.00	\$59.75
Fuller Hall Family 6-Month Pass	\$177.50	\$204.00
Fuller Hall 6-Month Pass (20% Senior Discount)	\$77.00	\$85.00
Fuller Hall Adult Punch Pass (20% Senior Discount)	\$42.00	\$50.00
Fuller Hall Youth Season Pass	\$104.00	\$119.50
Fuller Hall Adult Season Pass	\$193.00	\$221.50
Fuller Hall Family Season Pass	\$355.00	\$408.00
Fuller Hall Adult Season Pass (County 10% Discount)	\$173.50	\$199.50
Fuller Hall Family Season Pass (County 10% Discount)	\$320.00	\$367.00
Fuller Hall Adult Hour Basketball Gym Time	\$4.00	\$4.50
Fuller Hall Basketball Gym Rental	\$25.00	\$28.00
Family Night Swim	\$8.00	\$9.00
Indoor Park	\$44.00	\$51.00
Indoor Park Day Pass	\$3.50	\$4.00
Deep Water Patches (Good for Both Pools)	\$2.00	\$2.00
Indoor Swim Pool Rental	\$62.50	\$71.50
Senior Citizen Rental-Half Center	\$77.50	\$88.50
Senior Citizen Rental-Entire Center	\$117.50	\$135.00
Senior Center B-Day Club	\$10.50	\$10.50
Fuller Hall Locker Rental (1 Year)	\$44.00	\$50.00
Fuller Hall Building Rental	\$214.00	\$245.00
Sampson Room Rental (1 Hour)	\$25.00	\$28.00

Exhibit A

Lifeguard Service (1 Hour)	\$25.00	\$28.00
Mulberry Center Church Rental	\$175.00	\$200.00
Park Shelter Reservation (+\$50 Deposit)	\$50.00	\$50.00
West Twin Park Open Shelter (+\$50 Deposit)	\$75.00	\$75.00
Brewer Creek Shelter (+\$50 Deposit)	\$75.00	\$75.00
Late Night Fuller Hall Rental	\$271.00	\$311.00
Youth Track	\$32.50	\$37.00
Adult Softball League	\$199.00	\$229.00
Adult Volleyball League	\$114.50	\$131.00
Adult Basketball League	\$142.00	\$163.00
Youth Softball/Baseball Program	\$32.50	\$37.00
Youth Softball/Baseball Sponsor Fee	\$103.00	\$103.00
Youth Tennis	\$32.50	\$36.00
Youth Flag Football Program (NFL Affiliated)	\$45.00	\$50.00
Outdoor Pool Youth Daily Admission	\$4.50	\$5.00
Outdoor Pool Adult Daily Admission	\$5.50	\$6.50
Outdoor Pool Youth Pass	\$44.00	\$50.00
Outdoor Pool Adult Pass	\$52.00	\$60.00
Outdoor Pool Family Pass	\$113.00	\$129.50
Outdoor Pool Youth Pass if Fuller Hall Member	\$22.00	\$25.00
Outdoor Pool Adult Pass if Fuller Hall Member	\$26.50	\$30.00
Outdoor Pool Family Pass if Fuller Hall Member	\$56.50	\$64.50
Outdoor Pool Adult Season Pass (County 10% discount) FH Member	\$24.00	\$27.00
Outdoor Pool Family Season Pass (County 10% discount) FH Member	\$51.00	\$58.00
Outdoor Pool Rental	\$283.00	\$324.50
Youth Swim Lessons	\$37.50	\$43.00
Private Swimming Lessons	\$2.00	\$2.50
Aquacise Session	\$75.00	\$86.50
Aquacise Session if Fuller Hall Member	\$37.50	\$43.00
Aquacise (1 day)	\$5.50	\$6.50
Outdoor Aquacise	\$34.00	\$40.00
Outdoor Aquacise if Fuller Hall Member	\$17.00	\$20.00
Aquatot Swim Program	\$32.50	\$37.00
Youth Basketball	\$32.50	\$37.00
Swim Team	\$37.50	\$43.00
Towel Service – Daily	\$1.50	\$1.50
Swim Diaper	\$2.00	\$2.00
Birthday Party Rental	\$75.00	\$86.50
Youth Volleyball Program	\$32.50	\$37.00
Wallyball League	\$73.00	\$84.00
Gym Season Pass (Bball, Tennis, Pickle Ball)	\$74.00	\$84.00
Picnic Table Rental	\$10.00	\$10.00



MEMORANDUM

TO: Mayor and City Council
FROM: Ariel Bertran, Community Development Director
DATE: December 16, 2024
RE: Plat of Minor Subdivision – Pruismann Second Addition

SUMMARY: The Plat of Minor Subdivision Pruismann Second Addition was submitted in October. It has been reviewed by City Staff and utility companies. The Planning & Zoning commission recommended approval of said plat at their December 9, 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 220th Street within the City’s two-mile jurisdiction and zoned Agricultural. The use is appropriate for the current zoning. Rita Vanderheiden is the applicant and the property owner is the Paul Pruismann Revocable Trust. The intended use is going to remain farmland. 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 – Pruismann Second Addition via the attached resolution.



RESOLUTION NO. 2024 - XXX

**RESOLUTION ACCEPTING AND APPROVING THE MINOR SUBDIVISION PLAT OF
PRUISMANN SECOND ADDITION, HAMILTON COUNTY, IOWA**

WHEREAS, the Minor Subdivision Plat of Pruismann Second 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 SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP EIGHTY-NINE (89) NORTH, RANGE TWENTY-FIVE (25) WEST OF THE 5TH P.M., HAMILTO COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 35; THENCE SOUTH 00°03'36" EAST, 2090.28 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE CANADIAN NATIONAL RAILROAD; THENCE SOUTH 84°01'30" WEST, 1188.27 FEET ALONG SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 00°03'36" WEST, 2210.64 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 89°50'18" EAST, 1181.95 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING CONTAINING 58.35 ACRES TOTAL. SUBJECT TO EASEMENTS.

WHEREAS, said Plat has heretofore been presented to the City Planning & Zoning Commission and recommended for approval by the City Planning & Zoning Commission on December 9, 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 Pruismann Second Addition, Hamilton County, Iowa, is hereby approved.

Passed and adopted this 16th day of December, 2024.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

INDEX LEGEND

PREPARED BY AND RETURN TO: SCHLOTFELDT ENGINEERING INC.
 PO BOX 220
 WEBSTER CITY, IOWA 50595
 515 832 2471

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

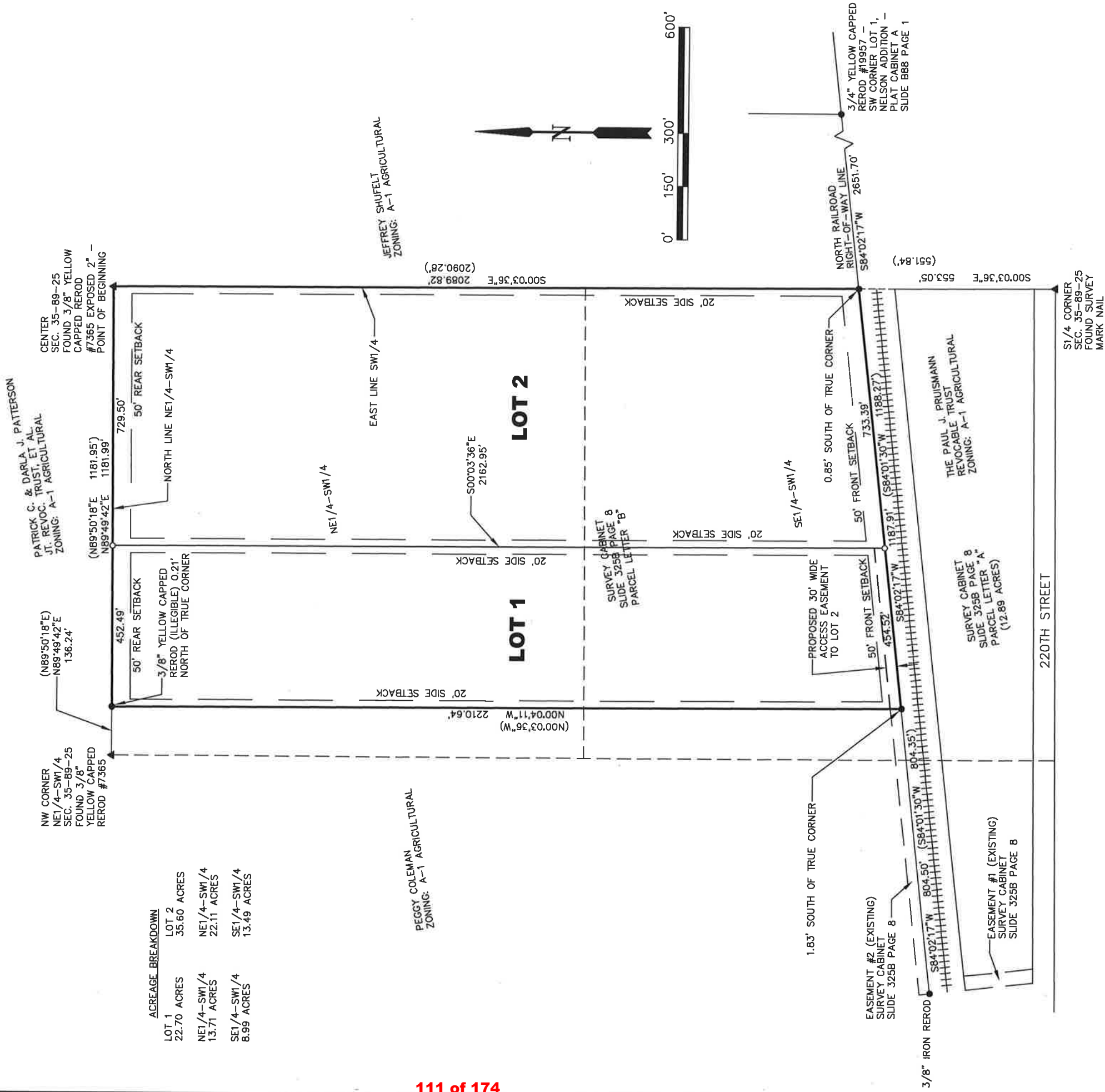
PROPRIETOR: THE PAUL J. PRUISMANN REVOCABLE TRUST

SURVEY REQUESTED BY: PHIL JOHNSON, ATTORNEY

LOCATION: E1/2-SW1/4
 SECTION 35-89-25
 HAMILTON COUNTY, IOWA



**MINOR SUBDIVISION PLAT OF
 PRUISMANN'S SECOND ADDITION,
 HAMILTON COUNTY, IOWA**



ACREAGE BREAKDOWN

LOT 1	22.70 ACRES
LOT 2	35.60 ACRES
NE1/4-SW1/4	13.71 ACRES
SE1/4-SW1/4	8.99 ACRES
NE1/4-SW1/4	22.11 ACRES
SE1/4-SW1/4	13.49 ACRES

SURVEY DATE: MAY 17, 2024

SCALE: 1" = 300'

CORNERS FOUND: ▲ GOVERNMENT SECTION

CORNERS AS NOTED ABOVE

● 3/8" YELLOW CAPPED REROD #7365 OR AS NOTED

CORNERS SET: ○ 5/8"x24" YELLOW CAPPED

REROD WITH #12090

1320.00' = MEASURED DISTANCE

(1320.00') = PLAT OR DEED DISTANCE

FILE: HAMCO24 PRUISMANN 35-89-25

SHEET INDEX

SHEET 1 - PLAT

SHEET 2 - LEGAL DESCRIPTION, SURVEYOR'S CERTIFICATE, NOTES, LOCATION MAP

SHEET 3 - CITY CERTIFICATES

CERTIFICATE OF PLANNING AND ZONING COMMISSION

I, STEVEN J. STRUCHEN, DO HEREBY CERTIFY THAT I AM THE CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF WEBSTER CITY, IOWA, AND I DO FURTHER CERTIFY THAT THE SAID PLANNING AND ZONING COMMISSION DID TAKE UNDER ADVISEMENT THE MINOR SUBDIVISION PLAT OF PRUISMANN'S SECOND ADDITION IN HAMILTON COUNTY, IOWA, AND THAT SAID PLANNING AND ZONING COMMISSION DID ON THE _____ DAY OF _____, 2024, APPROVE THE SAME AND DOES FURTHER RECOMMEND TO THE CITY COUNCIL OF THE CITY OF WEBSTER CITY, IOWA, THE ACCEPTANCE AND APPROVAL OF SAID SUBDIVISION.

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 ME, _____ A NOTARY PUBLIC, IN AND FOR THE COUNTY OF HAMILTON, STATE OF IOWA, PERSONALLY APPEARED STEVEN J. STRUCHEN, TO ME KNOWN TO BE THE IDENTICAL PERSON NAMED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR VOLUNTARY ACT AND DEED.

NOTARY PUBLIC IN AND FOR THE COUNTY OF
HAMILTON, STATE OF IOWA

CERTIFICATE OF CITY CLERK

I, KARYL K. BONJOUR, CITY CLERK OF THE CITY OF WEBSTER CITY, IOWA, DO HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF WEBSTER CITY, IOWA, DID ADOPT A RESOLUTION APPROVING THE MINOR SUBDIVISION PLAT OF PRUISMANN'S SECOND ADDITION IN HAMILTON COUNTY, IOWA. SAID RESOLUTION WAS ADOPTED BY THE CITY COUNCIL OF SAID CITY ON THE _____ DAY OF _____, 2024, AND APPROVED BY THE MAYOR OF SAID CITY ON SAID DATE. THE FULL, TRUE, AND COMPLETE RESOLUTION IS ON RECORD IN THE OFFICE OF THE SAID CITY CLERK.

DATED IN WEBSTER CITY, IOWA THIS _____ DAY OF _____, 2024.

KARYL K. BONJOUR, CITY CLERK
WEBSTER CITY, IOWA

CITY ENGINEER'S CERTIFICATE

I, _____, P.E., THE ENGINEER REPRESENTING THE CITY OF WEBSTER CITY, IOWA DO HEREBY CERTIFY THAT THE BOUNDARY LINES OF THE PLAT WERE MATHEMATICALLY CHECKED AND THAT THEY CONFORM WITH THE REQUIREMENTS AS PROVIDED FOR IN THE SUBDIVISION ORDINANCE, THAT ALL DIMENSIONS, BOTH LINEAL AND ANGULAR, NECESSARY FOR THE LOCATION OF LOTS AND EASEMENTS ARE SHOWN.

IOWA LICENSE NO. _____, P.E.
MY LICENSE RENEWAL DATE IS: DECEMBER 31, 20__



MEMORANDUM

TO: Mayor and City Council

FROM: Ariel Bertran, Community Development Director

DATE: December 16, 2024

RE: Amending the Code of Ordinances of the City of Webster City, Iowa, 2019 pertaining to Chapter 10, Article VI, Sections 10-268 through 10-290 entitled Vacant and Abandoned Property

SUMMARY: The Planning and Zoning Commission recommends adopting a new Vacant Building Ordinance and Program to address the growing issue of vacant properties in Webster City. This program involves repealing and replacing the current vacant building ordinance and establishing a registry for vacant buildings across all districts, including a tiered registration fee structure. The proposed ordinance and program aim to enhance community well-being by addressing public health and safety concerns, preventing blight, and fostering economic development.

PREVIOUS COUNCIL ACTION: Council adopted a vacant and abandoned property ordinance. This ordinance was designed to address concerns related to neglected properties and currently applies to properties within C-2, C-3, M-1, or M-2 zoning districts.

BACKGROUND/DISCUSSION: City staff has been working to identify vacant buildings throughout the community. These include commercial, industrial, and residential properties. The current ordinance was designed to address concerns related to neglected properties and currently applies to properties within C-2, C-3, M-1 or M-2 zoning districts. However, its implementation has still left room for building owners, even within the addressed districts, to continue leaving properties vacant. This highlights the need for a more robust approach to ensure consistent property management and encourage the revitalization of all areas within the city. The persistence of vacant structures has raised concerns about their impact on public health, safety and the local economy. To combat these issues, the Planning and Zoning Commission proposes a comprehensive approach to manage and mitigate the effects of vacancy.

The proposed ordinance would repeal and replace the current ordinance. The program would require a vacant building registry requiring the property owner to register their vacant building with the City including a registration fee that will increase progressively with the duration of vacancy. The property owner must maintain their properties to prevent deterioration or creating public nuisances. The owner must submit a plan to reoccupy their buildings, outlining steps and timelines for reactivation.

Both the ordinance and program plan have been reviewed by the City Attorney to ensure legal compliance and enforceability.

FINANCIAL IMPLICATIONS: There are no immediate financial implications associated with implementing this program. However, over time, the registration fees may generate revenue.

RECOMMENDATION: Approve the first reading of the ordinance.



City of Webster City Vacant Building Program Administration Policy

1) Purpose and Intent

The Webster City, City Council passed Ordinance Number 2025-XXX on _____ thus establishing a Vacant Building Program to be in effect. The purpose and intent of the Vacant Building Ordinance is to establish a registration and abatement program to identify and regulate vacant buildings thus protecting the public's health, safety, and welfare; to enhance communications between the City and private property owners; to prevent public and private nuisances and potential fire hazards; and to provide for the administration and procedures required to carry out the provisions of the Vacant Building Ordinance contained within Chapter 10 of the Webster City Code of Ordinances.

By establishing a Vacant Building Program, the City of Webster City aims to discourage prolonged vacancy within the community and achieve the following key objectives:

- Protect the health, safety, and welfare of the general public;
- Maintain the built environment to prevent structures from falling into a state of dilapidation;
- Prevent vermin, crime, and blight in both residential and non-residential neighborhoods;
- Promote growth and preserve property values and neighborhoods;
- Stimulate economic development and entrepreneurship.

While the impact of vacancy and lower tax revenues is easily identified, the full economic impacts of vacancy extend much deeper. The visual cues of vacancies in commercial areas or residential neighborhoods signal to current and prospective businesses and residents or visitors that the community is not thriving and investment is risky. This is a scenario the City of Webster City strives to avoid through the implementation of this Vacant Building Program along with economic development incentives to fill spaces.

Through the administration of the Vacant Building Program, the City seeks to actively engage property owners by planning for the future and best use of their vacant buildings. Through this collaborative approach, the City and property owners will be able to realize significant benefits. Alternatively, the administration of the Vacant Building Program will discourage unengaged property owners from prolonging their building's vacant status.

This Policy outlines the administrative guidelines to implement, organize, and carry out the program; to determine enforcement and penalties for non-compliance; and to clearly define the responsibilities of vacant building owners. The Vacant Building Program is administered by both the Community Development Department (residential buildings) and the Fire Department (commercial and industrial buildings) with direction from the Community Development Director and Fire Chief.

2) Definitions

For the purpose of this Administration Policy, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Vacant Building. A building or structure is vacant if

- No person or persons actively and currently conduct a lawful business in accordance with the City of Webster City Code of Ordinances.
- No person or persons lawfully reside or live in any part of the building in accordance with the City of Webster City Code of Ordinances.

This includes residential, commercial, or industrial purposes, defined as a single structure or portion thereof which is individually owned on a property, including a single horizontal property regime (condominium) as provided for in Iowa Code Chapter 499B.

Neglected Vacant Building. Any building or portion of a building which meets any one or more of the following conditions for more than 90 calendar days in any given twelve (12) month period:

- Unoccupied and unsecured
- Unoccupied and secured by boarding or by means other than those used in the design of the building
- Unoccupied and has housing and/or building code violations
- Unoccupied and declared dangerous or unsafe under this code.

Abandoned Vacant Building. Any building that meets the criteria of abandoned building under Iowa Code Section 657A.

3) Vacant, Neglected and Abandoned Vacant Building Registration

Vacant Buildings. The owner or responsible party must register a vacant building with the City no later than thirty (30) calendar days after the building has become vacant.

Neglected Vacant Buildings. The owner or responsible party must register a neglected or abandoned vacant building with the City no later than thirty (30) calendar days after the City has notified the owner that the building has been declared a neglected building as defined by the policy (regardless of whether the City has officially declared the building neglected or vacant), whichever is earlier.

Abandoned Buildings. Buildings that have been abandoned will be registered by the City and the City will move forward accordingly.

Registration shall be submitted in a form provided by the City of Webster City and available on the City’s website or at the City of Webster City Community Development Department Office(See Appendix A: Registration Form). Registration shall include the following information supplied by the owner or responsible party:

- a.) The name, address, telephone number, and email of
 - 1. Each owner and/or owner's representative, if applicable
 - 2. Any known lien holders and all other parties with any legal interest in the building
 - 3. Any local agent or person responsible for managing or maintaining the property
- b.) Street Address of the premises on which the building is situated
- c.) A description of the premises, including additional street addresses and building type
- d.) The date the building became vacant, the period of time that the building is expected to remain vacant, and a property plan and timetable for reoccupying the building with an allowed use, and/or correcting code violations/nuisances, and or for demolition of the building
- e.) The status of water, sewer, natural gas, and electric utilities. Status of building winterization, if applicable.
- f.) Proof of insurance coverage for the property including the following minimum amounts:
 - 1. \$100,000 in general Liability coverage, and
 - 2. Fire and casualty coverage for all structures equal to no less than their assessed value as determined by the Hamilton County Assessor and the applicant's insurance provider or if insurance is not available to be obtained a bond in the amount of \$50,000 can be secured in the City's favor to ensure all structures on the property can be properly demolished and removed in the event of said building becoming a danger to the general welfare of the public without taxing public resources.
- g.) The owner must notify the City of any changes in the information supplied as part of the vacant building registration within thirty (30) days of the change by contacting the Community Development Department (515-832-9151).

3.1 Exemptions. The following are exempt from the requirements of registration:

- a) **Natural Disaster and Fire Damage.** A building that has suffered damage from natural disaster or fire is exempt from the registration requirement for a period of ninety (90) days after the date of the incident if the owner submits a request for exemption to the City for approval. The request for exemption should include the following information supplied by the owner:
 - 1. A description of the premises.
 - 2. The name and address of the owner(s)
 - 3. A statement of intent to repair and reoccupy the building in an expeditious manner including the timeframe for completion.
 - 4. Actions the owner will take to ensure the property does not become a nuisance for the neighborhood.
 - 5. Within ninety (90) days after the exemption period a property plan as identified in Section 4 of this policy must be submitted and the building properly registered.
- b) **Non-Owner Occupied (Rental) Residential Dwelling**
 - 1. The property is offered for sale at a price not to exceed twenty-five percent over the assessed value as documented by the Hamilton County Assessor's

Office, unless the owner submits a recent comparable market data justifying the higher value.

2. The property meets all other requirements set forth in this policy.

- c) **Temporarily Vacant Owner Occupied Residential Dwelling.** Any owner-occupied residential dwelling in which the owner resides elsewhere for no more than six months per calendar year. This also includes short term medical care or military deployment. Such owners may still register their dwelling voluntarily, though in doing so does not guarantee monitoring of the property by the City of Webster City.

4) Property Plan

The purpose of the property plan is to pursue a working relationship with the owner to establish a future plan for re-occupancy of the vacant building and to begin conversations with the appropriate (re)development contact (see Appendix D: Resource Guide). By creating a property plan with the owner, an opportunity to discuss local, state, and federal incentives will arise and a public-private partnership can be established.

The property plan as identified in this section must meet the following requirements:

- a. **General Provisions.** The plan must comply with all applicable regulations and meet the approval of the City. It must contain a timetable regarding use or demolition of the property. The plan must be submitted within 30 days after the building is registered. A commercial building cannot, in the entirety of the building, be used as storage unless as allowed by the City's adopted Zoning, Building, Fire, and Site Plan Codes or as a continuation of the buildings original intended purpose (such as storage units).
- b. **Maintenance of building.** The plan must identify the means and timetable for addressing all maintenance and nuisance-related items identified in the application. Any repairs, improvements or alterations to the property must comply with the applicable building codes and city regulations.
- c. **Plan for Re-occupancy.** The plan must identify the means and timetable for addressing re-occupancy. Actions intended either through the owner's action or through the actions of a licensed agent or resources referenced in the resource guide found in Appendix D: Resource Guide of this policy to identify a renter, lessor, or new owner. This is independent of and plans in subsections a or b of this section.
- d. **Plan Changes.** If the property plan or timetable for the vacant building is revised in any way, the revisions must be submitted online and must meet the approval of the City. Changes for structures should be communicated to the Community Development Department (515-832-9151) within 30 days of the change.
- e. If at any time during this process and/or after building permits are obtained, there is more than a 180 Day period of inactivity or forward progress, the property will then be subject to the fees brought forth in this policy.

4.1 Non-compliance and Notification. If the owner does not comply with the property plan or maintain or correct nuisance violations, the City may commence abatement and recover its costs for correction of those items in accordance with local ordinances and/or State of Iowa Code. A single notice from the City notifying them of the violations and abatement schedule shall serve as sufficient notice of corrective action.

5) Fees

The owner must pay an annual registration fee. The registration fee will be in an amount adopted by resolution of the City Council (see Appendix A: Registration Form). The amount of the registration fee shall be reasonably related to the administrative costs for the process of registering property and for the costs realized by the city directly related to the prolonged vacancy (including, but not limited to, loss in tax revenue (sales tax or property tax including those related to loss of market value to current or surrounding properties), public safety costs, costs of inspections, and all administrative costs. The registration fee shall be paid prior to the issuance of any city permits or licenses, except demolition permits.

5.1 Waiver of Fees. The registration fee may be waived if the owner or responsible party has paid all past due registration fees and all other financial obligations, bills, or assessments owed to the city associated with the vacant property and demonstrates, to the satisfaction of the city:

- a) That the property is re-occupied, with the exception of demolition, within a period of time deemed reasonable to the city.
- b) That the owner is in the process of demolition, rehabilitation, or other substantial repair of the vacant building with applicable permits.
- c) The owner has an approved property plan for the demolition, rehabilitation, or other substantial repair of the vacant building in a period of time that is deemed reasonable to the city.
- d) The building is being voluntarily registered as vacant under section 3.1 of this policy.
- e) The property is actively listed for sale or lease, and has an approved Property Plan with a completed section for re-occupancy plan outlined.
 - i. If a property is listed for sale or lease and has not been vacant for two or more continuous years prior to the adoption of this policy, then the following applies: Fees for any non-owner-occupied residential property will be waived for one (1) year. If the property remains unoccupied or unsold after one (1) year, fees are no longer eligible to be waived.
 - ii. Fees for any unoccupied commercial or industrial property will be waived for two (2) years. If a property remains unoccupied for more than two (2) years, fees are no longer eligible to be waived.

The purpose of Waiver of Fees is to incentivize owners to proactively plan, identify actions to reoccupy vacant buildings, and to identify actions to repair, remodel, or demolish vacant buildings.

5.2 Assessment. If the registration fee or any portion is not paid within 60 days after billing or within 60 days after any appeal decision becomes final, the City may assess the unpaid costs against the property in the same manner as property taxes.

6) Vacant Building Certificate

After completion of the registration process and payment of fees, the City will issue a vacant building certificate to the owner or responsible party with a clear expiration date, in addition with an approved property plan.

If the property is abandoned or the owner or responsible party fails to complete the registration process, the building will be administratively listed as abandoned and the City shall pursue any legal remedy available under the codes as adopted by the City of Webster City and the State of Iowa.

The issuance of a Vacant Building Certificate shall not in any way signify or imply that the building or premises upon which it is located conforms with any other applicable State of Iowa or City of Webster City codes and ordinances, nor shall it relieve the owner and/or responsible party of their obligations to ensure compliance with all applicable codes and ordinances.

7) Renewal of Registration

The City is hereby authorized to issue and renew vacant or abandoned building registrations for specific buildings, in the names of the applicant, owners, operators or managers, provided the following criteria are met:

a) Building In Compliance with Regulations: The building for which the permit sought is warranted by the owner or operator to substantially comply with applicable provisions of this Policy.

b) Application By Owner: The owner or operator legally authorized and responsible for maintenance of the building for which a vacant or neglected vacant building registration is sought shall first make application therefore on an application provided by the City.

c) Payment of Fees: All fees required by this policy pursuant to the issuance of a vacant or abandoned building certificate are paid in full to the city.

d) Agent of Owner/Operator: The applicant shall designate a responsible agent to represent the owner/operator whenever the said applicant is not available for maintenance of the building for which a permit is sought. Said agent shall have full authority and responsibility, the same as the owner/operator, for maintaining the building.

e) An Application for Renewal: Renewal of a vacant or abandoned building registration may be made within sixty (60) days prior to the expiration of an existing operating registration. Application for renewal of vacant or abandoned building registration shall be due on the 1-year anniversary of the issuance date, along with an updated property plan. Application may be made, and registration fees (see Appendix A: Registration Form) paid until the anniversary date without penalty.

f) Failure to Renew: If an application for renewal is not received by the City by the 1-year registration anniversary date, City staff shall send a past due notice to the owner and/or responsible party establishing a 30-calendar day deadline for compliance from the date of the notice. Failure to respond by the established deadline may result in a penalty against the owner(s) and responsible party. Such violations may result in a fine established by

resolution of the City Council and/or a municipal infraction citation may be issued to the owner(s). Each day that the owner fails to renew such license as required by this policy shall constitute a separate violation for which a Municipal infraction citation may be issued in accordance with the Webster City Code of Ordinances.

8) Change of Ownership

A new owner(s) must register or re-register a vacant or neglected vacant building under section 2 within fifteen (15) days of any transfer of an ownership interest in a vacant building. The new owner(s) must comply with the approved property plan and timetable submitted by the previous owner. Any proposed changes in the property plan must be submitted and approved by the City. Failure to register as a new owner within 15 days may be subject to a fee in an amount adopted by resolution by the City Council (see Appendix A: Registration Form).

- a) Registrations shall not be transferrable from one building to another.

9) Inspection

Upon registration or annual renewal registration as a vacant building and review of the submitted property plan, the property will undergo an initial inspection, as deemed applicable by the City, for the purpose of enforcing and assuring compliance with all sections in this policy and other applicable regulations. The inspection will be scheduled and completed within 60 days. Upon the request of the City, the owner or responsible party must provide access to all interior portions of the building and the exterior of the property to complete an inspection. If the owner or responsible party is not available to provide access to the interior of the building, the City may use any legal means to gain entrance to the building for inspection purposes. Prior to any re-occupancy, a vacant building must be inspected by the city and found to be in compliance with any applicable City Codes.

All application and re-inspection fees must also be paid prior to any re-occupancy of the building. All such fees are set by Resolution of the City Council.

10) Maintenance

The owner must comply with and address the following items in the property plan:

- a) Appearance. All vacant buildings must be maintained and kept that they appear to be occupied.

1. All Commercial or Industrial Properties with a “storefront” or public facing business front must maintain the storefront as if the building is occupied, unless the owner is actively working on the plan approved by the city. For example, if renovations or painting are happening inside the building, then the windows need covered for this purpose. If you wish to keep the interior a “secret” awaiting a grand opening, then the storefront windows still need to be maintained accordingly and the rest of the building can be blocked with an approved option specified in your property plan.

2. All non-owner-occupied residential vacant buildings must be so maintained and kept as to appear occupied.

b) Securing. All vacant buildings must be secured from outside entry by unauthorized persons or pests. Security must be by the normal building amenities such as windows and doors having adequate strength to resist intrusion. All doors and windows must remain locked. There shall be at least one operable door into every building and into each housing unit. No doors shall be chained, barred, or barricaded from the inside. Exterior walls and roofs must remain intact without holes.

c) Fire Safety.

1. Fire protection systems. Owners of vacant buildings must maintain all fire protection systems, appliances and assemblies in operating condition and maintain underwriter laboratories (UL) monitoring of all smoke control and fire sprinkler systems.

2. Removal of hazardous and combustible materials. The owner of any vacant building, or vacant portion thereof, must remove all hazardous material and hazardous refuse that could constitute a fire hazard or contribute to the spread of fire.

d) Plumbing fixtures. Plumbing fixtures connected to an approved water system, an approved sewage system, or an approved natural gas utility system must be installed in accordance with applicable codes and be maintained in sound condition and good repair or removed and the service terminated in the manner prescribed by applicable codes. The building's water systems must be protected from freezing.

e) Electrical. Electrical service lines, wiring, outlets, or fixtures not installed or maintained in accordance with applicable codes must be repaired, removed or the electrical services terminated to the building in accordance with applicable codes.

f) Lighting. All exterior lighting fixtures must be maintained in good repair, and illumination must be provided to the building and all walkways in the same manner as provided at the time the building was last occupied or as otherwise provided in the approved vacant building plan.

g) Heating. Heating facilities or heating equipment in vacant buildings must be removed, rendered inoperable, or maintained in accordance with applicable codes.

h) Termination of utilities. The City may require that water, sewer, electricity, or gas service to the vacant building be terminated or disconnected. Prior to the termination of any utility service, written notice must be given to the owner. No utility may be restored until consent is given by the City. Utilities may be discontinued at the request of the owner or responsible party as part of the approved vacant building property plan. The City may authorize immediate termination of utilities at his or her discretion in emergency circumstances.

i) Exterior maintenance. The owner must comply with all applicable property maintenance regulations and city codes including, but not limited to, the following:

1. Public nuisances. The owner must eliminate any activity on the property that constitutes a public nuisance.

2. Grass & weeds. Any weeds or grass must be no greater than six (8) inches in height.

3. Snow removal. Snow from sidewalks shall be cleared in accordance with Webster City Code of Ordinances.

4. Exterior structure maintenance. The owner must maintain the vacant building in compliance with sections 1 through 11 as determined to be necessary by the City.
5. Abandoned or junk vehicles. The owner must remove abandoned and junk vehicles from the property.
6. Storage and disposal of refuse. The storage and disposal of refuse must comply with the requirements of City Code.
7. Animals. The owner must ensure that all animals are removed from the property and handled in a humane manner.
9. Graffiti. The owner must remove all graffiti from the property in accordance with city ordinance.
10. Abandoned pools. Swimming pools must be maintained in good operating condition; treated to prevent pest harborage; or properly drained and emptied.

j) Removal of garbage and refuse. The owner of any vacant building, or vacant portion thereof, must remove all garbage, refuse, rubbish, swill, filth, or other materials from the vacant building and the property upon which the building is located.

k) Emergency Abatement. The City may authorize immediate abatement of any public nuisance or maintenance item if, at the discretion of the City, emergency circumstances exist that present an imminent threat to the public health and safety.

l) Other Codes. All other city codes and applicable regulations must be complied with.

11) Appeals

Any person or responsible party aggrieved by a decision under this policy may appeal to the Building Board of Appeals. The appeal must be in writing, must specify the grounds for the appeal, and must be received by the Community Development Department within ten business days of the issued decision.

14) Penalties

Any person or responsible party who violates this policy is subject to penalty as provided under Ch. 10 of the City of Webster City Code of Ordinances. Nothing in this policy, however, is deemed to impair other remedies or civil penalties available to the city under this code or state law.

CONTACT INFORMATION:

Webster City Community Development
400 Second Street - PO Box 217
Webster City, IA 50595
(515) 832-9151



City of Webster City Vacant Building Program Appendix A: Registration Form

Application Date: _____

Date building became vacant: _____

Address of Vacant Building: _____

_____ Name of Owner	_____ Mailing Address	_____ Telephone	_____ Email
_____ Name of Manager (if applicable)	_____ Mailing Address	_____ Telephone	_____ Email

ATTACH CONTACT INFORMATION FOR ALL ADDITIONAL OWNERS AND LEIN HOLDERS

VACANT BUILDING INFORMATION:

Residential: Commercial: Industrial:

Expected timeframe of vacancy: _____

Utilities Status:

Utility	Connected?	Notes
Water		
Sanitary Sewer		
Natural Gas		
Electric		
Fire Sprinkler (if applicable)		

PROPERTY PLAN:

A Vacant Building Property Plan (See Appendix C) shall be submitted as an attachment to this registration form. The property plan shall include information on building maintenance and plan for reoccupancy. If there are any changes to the property plan, the City of Webster City must be submitted electronically to the City for approval. See Appendix D for resources.

Schedule of Fees (per Resolution 2024-XXX)

	Residential	Commercial	Industrial
Year 1*	\$250.00	\$1000.00	\$1000.00
Renewal Registration Year 2-4 ***property will be charged for year 1 - 4***	\$250 x Number of Years Vacant	\$1,000 x Number of Years Vacant	\$1,000 x Number of Years Vacant
Renewal Registration Year 5+ ***property will be charged for years 1 through 5 + additional years property is vacant***	\$500 x Number of Years Vacant	\$2,000 x Number of Years Vacant	\$2,000 x Number of Years Vacant
Late Registration Fee	\$125.00	\$500.00	\$500.00
Inspection Fee*	\$75.00	\$200.00	\$300.00
No-Show Inspection Fee- Tripled	\$225.00	\$600.00	\$900.00

**Does not meet the provisions of Waiver of Fees per the Administrative Policy*

VACANT BUILDING FEE TOTAL: \$ _____

INSURANCE:

Proof of insurance coverage for the property including the following minimum amounts:

1. \$100,000 in general Liability Coverage, and
2. Fire and Casualty Coverage for all structures equal to no less than their assessed value, as determined by the Hamilton County Assessor, and the applicant's insurance provider, or a minimum of \$50,000, or
3. If insurance is not able to be obtained, a Bond in the amount of \$50,000 can be secured in the City's favor to ensure all structures on the property can be properly demolished and removed in the event of destruction without taxing public resources.

Print Applicant Name: _____ **Phone:** _____

Applicant Signature: _____ **Date:** _____

Applicant must notify the City of any changes in information supplied as part of this registration.

DOCUMENTS CHECKLIST:

- Additional Owners and Lien Holder List (if applicable)
- Property Plan
- Proof of Insurance
- Inspection Report (if applicable)

You may return this registration by mail or in person to the Webster City Community Development Department (400 Second Street PO Box 217).

FOR OFFICE USE ONLY
Date Submitted: _____
Date Paid: _____
Fee Received: _____
Receipt #: _____
File #: _____



City of Webster City Vacant Building Program Appendix B: Maintenance Checklist

All vacant buildings within the City of Webster City must be regularly inspected according to the schedule defined in the Administration Policy. The checklist herein is a simplified summary of items the owner must comply with and it will be reviewed during the inspection process. This document should be understood as general guidance for the Vacant Building Program and should not be construed as a legally binding code. More information and references can be reviewed within the Webster City Municipal Code Chapter 10: *Building and Construction*; and/or additional information can be requested from the City of Webster City.

Appearance

All vacant buildings must be so maintained and kept that they appear to be occupied. Examples may include any effort to prevent unwanted attention or entry such as:

- Block views into windows from the inside;
- Fix or replace a broken window, door, etc.

Securing

All vacant buildings must be secured from outside entry by unauthorized persons or pests:

- Security must be ensured by using normal building amenities such as windows and doors having adequate strength to resist intrusion.
- All doors and windows must remain locked.
- There shall be at least one operable door into every building and into each housing unit.
- No doors shall be chained, barred, or barricaded from the inside, unless marked from the exterior as "THIS DOOR IS BLOCKED." The sign shall consist of letters having a principal stroke of not less than ¼ inch (19.1 mm) wide and not less than 6 inches (152 mm) high.
- Exterior walls and roofs must remain intact without holes.
- Boarding the building up for future repair shall not extend beyond one year, unless approved by the City. Such boarding shall comply with the standards established by the 2021 ICC International Property Maintenance Code.
- Emergency Securing. The City may take steps to immediately secure a vacant building at its discretion in emergency circumstances.

Fire Safety

- Fire Protection Systems.* Owners of vacant buildings must maintain all fire protection systems, appliances and assemblies in operating condition and maintain regular monitoring of all fire safety systems including

smoke detection and fire sprinkler/suppression systems.

- Removal of Hazardous and Combustible Materials.* The owner of any vacant building, or vacation portion thereof, must remove all hazardous material and hazardous refuse that could constitute a fire hazard or contribute to the spread of fire.

Utilities

- Termination of Utilities.* The City may require that water, sewer, electricity, or gas service to the vacant building be terminated or disconnected.
 - Prior to the termination of any utility service, written notice must be given to the owner. No utility may be restored until consent is given by the City.
 - Utilities may be discontinued at the request of the owner or responsible party as part of the approved vacant building Property Plan.
 - The City may authorize immediate termination of utilities at its discretion in emergency circumstances.
- Electrical.* Electrical service lines, wiring, outlets, or fixtures not installed or maintained in accordance with applicable codes must be repaired, removed, or the electrical services terminated to the building in accordance with applicable codes.
- Fixtures.* Utility fixtures connected to an approved water system, an approved sewage system, or an approved natural gas utility system must be installed in accordance with all applicable codes and must be maintained in sound condition and good repair or removed and the service terminated in the manner prescribed by the applicable codes. The building's water systems must be protected from freezing.
- Heating.* Heating facilities or heating equipment in vacant buildings must be removed, rendered inoperable, or maintained in accordance with all applicable codes.

- *Lighting.* All exterior lighting fixtures must be maintained in good repair, and illumination must be provided to the building and all walkways in the same manner as provided at the time the building was last occupied or as otherwise provided in the approved vacant building plan.

Exterior Maintenance.

- The owner must comply with all applicable property maintenance regulations and City Codes including, but not limited to, the following:
 - *Public Nuisances.* The owner must eliminate any activity on the property that constitutes a public nuisance, as defined by Chapter 32 of the City Code.
 - *Grass and Weeds.* Any weeds or grass must not exceed the maximum allowed height established by Chapter 32 of the City Code.
 - *Snow Removal.* Snow from sidewalks shall be cleared within a reasonable amount of time in accordance with Chapter 42 of the City Code.
 - *Exterior Structure Maintenance.* Owners must maintain vacant buildings, accessory structures, and the premises upon which they are located in compliance with this Vacant Building Program and as deemed necessary by the City.
 - *Abandoned or Junk Vehicles.* The owner must remove abandoned and junk vehicles from the property. The City may impound such vehicles in accordance with the requirements of Chapter 32 of the City Code.
 - *Storage and Disposal of Refuse.* The owner or responsible party of any vacant building, or vacant portion thereof, must remove all garbage, trash, rubbish, bottles, cans, or other refuse from the vacant building and the premises upon which the vacant building is located. Any storage and disposal of refuse must comply with the requirements of Chapter 32 of the City Code.
 - *Animals.* The owner must ensure that all animals are removed from the property and handled in a humane manner.
 - *Diseased, Dead, or Hazardous Trees.* No owner or responsible party shall permit any tree or material as defined in Chapter 42 of the City Code to remain on the premises.
 - *Abandoned Pools.* Swimming pools must be maintained in good operating condition; treated to prevent pest harborage; or properly drained and emptied.
 - *Signage.* Abandoned, obsolete, or unused exterior signs and associated installation hardware must be removed. Holes and penetrations must be properly patched and painted to match the building. Surfaces beneath

the signs that do not match the building must be repaired, resurfaced, painted, or otherwise altered to be compatible with the building surfaces. Permitted signage must be maintained in good condition and in compliance with Chapter 38 of the Webster City Code of Ordinances. Signage may be placed on the property in accordance with the adopted Sign Code.

Loitering, Criminal Activities. Loitering or engaging in criminal activities is not allowed in the vacant building or on the premises upon which the vacant building is located. The owner or responsible party must not allow these activities and must take immediate actions to eliminate these conditions once notified by the City.

Vandalism or Removal of Items Prohibited. No person may vandalize or remove items from a vacant building or the premises upon which it is located, including, but not limited to, appliances, fixtures, electrical wiring, copper, or other similar items without the owner's consent.

No Occupancy or Trespass. No person may trespass, occupy or reside, on a temporary or permanent basis, within any vacant building that is deemed unfit for occupancy and without the owner's consent.

Emergency Abatement. The City may authorize immediate abatement of any public nuisance or maintenance item if, at the discretion of the City, emergency circumstances exist that present an imminent threat to the public health and safety.

Other Codes. The Owner is responsible for ensuring the vacant building and premises complies with all other City Codes and applicable regulations. This is including, but not limited to, the Nuisance Code – Chapter 32, the Building and Construction Code – Chapter 10, and the Zoning Code – Chapter 50.



City of Webster City Vacant Building Program Appendix C: Property Plan Form

Address of Vacant Building: _____

Date building became vacant: _____ Expected timeframe of vacancy: _____

Residential: Commercial: Industrial:

Name of Owner Mailing Address Telephone Email

Name of Manager Mailing Address Telephone Email
(if applicable)

Timeframe for Restoration and Use (based on inspection):

Violation:	Repair (include Permit No. if applicable):	Expected Completion Date:

Timeframe for Demolition, if applicable:

Demolition Permit No.:
Demolition & Site Restoration Expected Completion Date:

Building and Property Maintenance*:

Description:	Schedule & Responsible Party:
Site Clean Up	
Lawn Care	
Snow Removal	
Security System (if applicable)	
Fire Suppression System (if applicable)	
<p>*A single notice from the City to the Owner notifying them about abatement being completed until they correct any violations will be sufficient.</p>	

Re-Occupancy Plan (steps to be achieved before re-occupancy or intended future use):

The plan must identify the means and timetable for addressing re-occupancy. Actions intended either through the owner’s action or through the actions of a licensed agent or resources referenced in Appendix D Resource Guide.

Plan Actions – Lease, Sell, Find Business, etc.	Initiation Date	Projected Re-occupancy Date

Applicant being duly sworn, deposes and states that he/she is authorized and empowered to make affidavit for the owner, who makes the accompanying application; that the application is true and contains a correct description of the proposed Property Plan. Subject to all applicable rules and regulations. Application for registration is herewith made.

Print Applicant Name: _____ **Phone:** _____

Applicant Signature: _____ **Date:** _____

DOCUMENTS CHECKLIST:

- Vacant Building Registration Form
- Inspection Report
- Permit Applications, as required

You may return this Property Plan by mail or in person to the Community Development Department (400 Second Street PO Box 217). Changes to your property plan shall be emailed to the City of Webster City at online_permits@webstercity.com within 30 days of the change.

FOR OFFICE USE ONLY
Date Submitted: _____
Date Paid: _____
Fee Received: _____
Receipt #: _____
File #: _____



WEBSTER
CITY

Opportunity Awaits

City of Webster City Vacant Building Program *Appendix D: Resource Guide*

This list of local resources is provided to assist owners of vacant buildings in making the most appropriate decision for their property. Whether that is rehabilitating the building for re-occupancy or pursuing demolition and redevelopment, the City aims to help owners in their efforts to achieve compliance with the applicable codes and regulations.

City of Webster City Community Development

Ariel Bertran, Community Development Director
400 Second Street PO Box 217, Webster City, IA 50595
515-832-9151

Webster City Area Chamber of Commerce

ISU Extension

Community and Economic Development
2321 North Loop Drive, Suite 121 Ames,
Iowa 50010-8664
extced@iastate.edu
515-294-8397

State of Iowa Historic Preservation Office

600 E Locust Street
Des Moines, IA 50319
515-281-5111

Iowa Economic Development Authority

1963 Bell Avenue, Suite 200
Des Moines, Iowa 50315 USA
515.348.6200
info@iowaeda.com



WEBSTER
CITY

Opportunity Awaits

City of Webster City Vacant Building Program Appendix E: Appeal Form

Fee: \$0

Name of Applicant	Mailing Address	Telephone	Email
Name of Owner	Mailing Address	Telephone	Email
Name of Agent	Mailing Address	Telephone	Email

Location of Premises Affected by this Appeal: _____

Date of Last Inspection: _____

Violation Appealed – Please describe the violation noted by the inspector and/or City Staff and your reasons for appealing the interpretation of the Webster City Code of Ordinances or Administration Policy. Please attach any additional documents, such as pictures or independent reviews.

The Board is requested to grant appeal from City Staff’s application of Sec. _____ of the Webster City Code of Ordinances and/or Vacant Building Administration Policy for the following reasons:

I understand that this appeal will be sent to the City of Webster City Building Board of Appeals for a ruling. I understand that I am expected to comply with this ruling. If I am unsatisfied with this ruling, I can file an appeal of decision to a court of competent jurisdiction within thirty (30) days of the date of the Board’s decision. These hearings and rulings are not intended to debate changes to the Webster City Code of Ordinances, but rather to provide a ruling or interpretation of existing code or policy.

Name (Printed): _____

Signature: _____

Date: _____

FOR OFFICE USE ONLY
Appeal Received By: _____
Building Board of Appeals Hearing Date: _____
Building Trades Board Ruling (Circle): (Overturned / Upheld)

ORDINANCE NO. 2024 - xxx

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF WEBSTER CITY, IOWA 2019, BY AMENDING CHAPTER 10, ARTICLE VI, SECTION 10-268 THROUGH 10-290, PERTAINING TO VACANT AND ABANDONED PROPERTY.

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

SECTION 1. SECTIONS MODIFIED. Section 10-268 through 10-290, of the Code of Ordinances of the City of Webster City, Iowa 2019, is repealed and the following adopted in lieu thereof:

Sec. 10-268 Purpose and Intent.

Purpose and intent. The purpose and intent of this section is to establish a vacant building registration and abatement program to serve as a mechanism for protecting the public's health, safety, and welfare; to enhance communications between the city and private property owners; to prevent public and private nuisances and potential fire hazards; and to provide for the administration and procedures required to carry out the provisions of this section.

Sec. 10-269 Applicability.

This article shall apply to all of the following: any parcel, lot or property located in all Zoning Districts.

Sec. 10-270 Definitions.

For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Building. A building or structure designed for business use or human use or occupancy.

City. The designated agents authorized to administer and enforce this chapter and section.

Responsible party. An owner, occupant, entity, or person acting as an agent for the owner who has direct or indirect control or authority over the building or real property upon which the building is located; and any party having a legal or equitable interest in the property. Responsible party may include, but is not limited to, a realtor, service provider, mortgagor, leasing agent, management company or similar person or entity.

Vacant building. A building or structure is vacant if no person or persons actively and currently conduct a lawful business, including applicable zoning requirements and uses, or lawfully reside or live in any part of the building in accordance with the city's zoning regulations.

Neglected Vacant Building. Any building or portion of a building which meets any one or more of the following conditions for more than 90 calendar days in any given twelve (12) month period:

- Unoccupied and unsecured
- Unoccupied and secured by boarding or by means other than those used in the design of the building
- Unoccupied and has housing and/or building code violations
- Unoccupied and declared dangerous or unsafe under this code.

Abandoned Vacant Building. Any building that meets the criteria of abandoned building under Iowa Code Section 657A.

10-271 Vacant Building Policy.

The city shall develop a vacant building policy outlining the process for registration, inspection, and disposition of vacant properties subject to the provisions of this section. Said policy may provide for any fee or fees related to the implementation of the vacant building policy or the provisions of this section, including but not limited to registration and inspection of fees. Said policy shall be approved by resolution of the City Council.

10-272 Vacant Building Registration.

The owner of or responsible party for any vacant building must register said vacant building with the city pursuant to the vacant building policy.

10-273 Penalties.

Any owner or responsible party who violates any section of this section or an adopted vacant building policy is subject to the penalty as adopted by Council. Said remedies are not exclusive and nothing in this section is intended to limit, prevent, or impair other remedies or civil penalties available to the city under this code or state law.

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

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

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

Passed and adopted this _____ day of _____, 2024.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

MEMORANDUM

TO: Mayor and City Council

FROM: Ariel Bertran, Community Development Director

DATE: December 16, 2024

RE: Consideration of Rental Ordinance and Program

SUMMARY: The Planning and Zoning Commission is proposing the adoption of a Rental Registration Ordinance and Program. This ordinance would be established under Chapter 10, with the addition of Article IX of the City Code and encompass Sections 10-390 through 10-431. The purpose of this chapter is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the use, occupancy, and maintenance of all residential rental buildings and related structures within the city.

PREVIOUS COUNCIL ACTION: There has been no previous Council action in regards to this proposed ordinance and program.

BACKGROUND/DISCUSSION: The Planning and Zoning Commission recommends the adoption of the Rental Registration Ordinance and Program, which have been attached for your review and reference. Both documents have been reviewed by the City Attorney to ensure compliance and enforceability.

The Planning and Zoning Commission also sat through a presentation given by Iowa Inspectors, a professional rental inspection services company. Based on this presentation, their further recommendation is to outsource the physical inspection part of the program, however, the administration of the program would be completed by City Staff. This arrangement ensures that inspections are conducted consistently and impartially across all landlords while removing City Staff from potentially unfavorable or difficult situations that might be challenging to personally detach from. If the Council wishes to proceed with this program in the future, City Staff would recommend that this presentation also be delivered at a City Council meeting for your consideration.

Currently, City Staff has identified several rental dwellings within the city that are in dilapidated states from the exterior. At present, if City Staff receives complaints from tenants regarding the condition or issues with their rental properties, we do not have any enforcement mechanisms to inspect to ensure compliance with the International Residential Code for the interior condition of the property. Tenants are advised to seek legal representation, as these matters are considered civil issues. By implementing a rental registration program, we would be able to identify which properties are rentals in our community. Coupled with a rental inspection program, this would help ensure that these rental properties meet safety and health standards, providing residents with safe and healthy living conditions. This proactive approach would also help maintain the quality of life in the community while supporting both property owners and tenants.

To ensure thorough stakeholder engagement and transparency, City Staff would hold meetings with landlords prior to the adoption of the ordinance and program. These meetings would provide an opportunity for landlords to offer feedback and raise any concerns. The events would involve participation from both the City Council and the Planning and Zoning Commission to facilitate dialogue and address questions.

FINANCIAL IMPLICATIONS: There are no financial implications at this time. If the Council adopts this in the future the registration does require a registration fee.

RECOMMENDATION: Request that Council consider recommendation from Planning and Zoning Commission for the Rental Inspection Program and direct City Staff to coordinate and schedule meetings with landlords prior to the adoption of the ordinance and program.

City of Webster City

Rental Housing Inspection Program

Administration Policy

The Webster City, City Council passed Resolution Number **2025-XXX** on _____ thus establishing a Rental Housing Inspection Program to be in effect on the X day of XXX, 2025. The purpose of this program is to provide safe and sanitary housing conditions for the residents of Webster City by establishing minimum standards and regular inspections for all rental housing units in Webster City.

The authorization to carry out this program is found in the Webster City Code of Ordinances: Chapter 10, which authorizes inspections of rental properties in order to enforce regulations.

This policy outlines the administrative guidelines to implement and organize the program, and its latest revision was approved by the Webster City, City Council as Resolution Number **2025-XXX** on the XX day of XXX, 2025. The Rental Housing Inspection Program is administered by the City of Webster City Community Development Department with direction from the Community Development Director and Building Inspector.

DEFINITIONS:

The following definitions are to be used as a reference when reviewing this administration policy:

1. **DWELLING:** Any building which is wholly or partially used or intended to be used for living or sleeping by human occupants.
2. **DWELLING UNIT:** Any habitable building, room or group of adjoining habitable rooms located within a dwelling and forming a single unit with facilities which are used or intended to be used for living, sleeping, cooking or eating meals. An efficiency unit fails under this definition.
3. **INSPECTOR:** The official who is charged with the administration and enforcement of this code, or any duly authorized representative.
4. **MAJOR VIOLATION:** A violation of the rental housing code that if left as is would constitute an immediate threat to the life and/or safety of those living in the home (Examples could include: lack of or damaged water heater, boiler, or furnace flue; smoke detectors are missing, inoperable, or are improperly placed; storage of flammable liquids in a dwelling; electrical cords, wiring, or equipment that has begun to fail due to being overloaded or damaged).
5. **NO SHOW:** When the **OWNER** of the structure or any other responsible representative designated by the **OWNER** do not attend the scheduled inspection.
6. **OWNER:** Any person who, alone or jointly or severally with others: shall have legal title to any dwelling unit, with or without accompanying actual possession thereof; or shall have charge care or control of any dwelling or dwelling unit, as owner or agent of the owner, or as executor, administrator, trustee or guardian of the estate of the owner. Any such person thus representing the actual **OWNER** shall be bound to comply with the provisions of this chapter to the same extent as if the representative were the **OWNER**.
7. **OWNER'S REPRESENTATIVE:** Person who is appointed by a rental property owner to provide access to the owner's rental property. The representative must have keys for all portions of the rental property, must be authorized to act on behalf of the owner concerning compliance with the requirements of the Rental Housing Inspection Program, and must be at least 18 years of age.
8. **RENT:** Any form of payment, including but not limited to cash, services, or other valuable considerations, provided as a condition of occupying a dwelling not owned by the occupant.
9. **RENTAL PERMIT:** Every owner shall apply for and pay a permit fee for each dwelling unit. It can also be referred to as being "registered with the City of Webster City."
10. **RENTAL UNIT:** One dwelling entity within a rental property. If a common area and facilities are provided in a dwelling for the use of the occupants of units therein, such common area and facilities shall constitute a part of each rental unit for the purpose of inspection and compliance with this Rental Housing Inspection Program.
11. **TENANT:** Person(s) or family occupying a dwelling or rental unit for rent.

REGISTRATION OF RENTAL PROPERTIES

All rental properties in the City of Webster City shall be registered on an annual basis as outlined in the Webster City Code of Ordinances: Chapter 10. Annual registration shall be required to provide and ensure that the City has the most current contact information for the owner (and if applicable, management). At the time of registration, the owner or owner's designated representative shall be required to attest that the rental unit(s) meets building regulations identified in the Webster City Code of Ordinances, as summarized in the Appendix B: Rental Housing Inspection Checklist. Rental permit renewals may be paid for 1, 2, or 3 years at a time. Additionally, by submitting a registration application with the City, the owner is granting consent to an inspection of the rental property by the inspector and/or the City for the purpose of determining compliance with this Rental Housing Inspection Program. Registration forms (Attached to this policy as Appendix A: Rental Housing Registration Form) shall be provided and records maintained by the City of Webster City Community Development Department.

An annual per-rental-unit fee shall be paid by the owner or owner's representative at the time of registration. The fee shall be established according to the City-adopted fee schedule. All rental properties were divided into four "quadrants" of the City: Quadrant 1 (North of Bank Street and West of White Fox and River Street), Quadrant 2 (East of Broadway, West of River Street, South of Bank Street to City limits), Quadrant 3 (West of Broadway to City limits, South of Bank Street to City limits) and Quadrant 4 (East of River Street and White Fox to City limits. The table below highlights the registration renewal deadlines for rentals throughout the City of Webster City:

Quadrant:	Annual Registration Renewal Deadline:
1	March 31
2	June 30
3	September 30
4	December 31

The Community Development Department staff will monitor utility billing signups for rental properties and compare their known rental units and/or properties with those registered rental properties to ensure that accurate records are maintained in both areas. The owners of rental properties that are determined to be not registered with the City shall be contacted by certified letter, which will include instructions for registering their rental property. Property owners will have thirty (30) calendar days to register their rental property. Failure to do so shall be considered non-compliant with this Rental Housing Inspection Program and may be subject to penalties described in the Failure to Comply section.

The property owner shall be responsible for renewing rental registration annually. A Rental Housing Permit will be provided to the property owner or owner's representative at the time of registration. At which time, those properties may be subject to penalties described in the Failure to Comply section. Registration of any new and/or converted property or properties which change ownership shall be completed within thirty (30) days of such activity.

If a property's registration is not renewed, the City of Webster City shall send a past due notice and reminder to the property owner by certified mail. Any rental unit or any property that is not yet paid within thirty (30) days of that notice will be considered non-compliant with this rental inspection program. A non-compliant property may have its rental permit revoked, have its occupancy discontinued pursuant to the Webster City Code of Ordinances, and/or the owner may be prosecuted for municipal infractions, as described in the Webster City Code of Ordinances and in the Failure to Comply section.

TRANSFER OF OWNERSHIP

Rental property that is transferred from one owner to another owner shall have thirty (30) calendar days in which to re-register the rental unit(s) or property under the new owner's name. No refund(s) shall be given to property owner(s) for a partial year's registration. A new owner of a rental property will not be required

to pay a second registration fee if the rental property is registered within thirty (30) calendar days of the transfer of ownership and the rental property is registered in their name.

RENTAL UNITS OUT OF SERVICE

When and if an owner has a desire to remove a rental unit or property from registration for a minimum of sixty (60) days, they may file with the City a written notice of the rental unit or property being taken out of service. While the unit remains out of service, the owner shall not rent or allow anyone to reside within the rental unit or property until such time as the unit is re-registered with the City of Webster City. The written notice submitted to the City shall contain the following information:

- Property information: address, # of units vacant, etc.
- Reason for the request – e.g., vacated for renovation, intent to sell, now owner-occupied, etc.
- Date by which the property will be vacant, if not already (to be confirmed with Webster City Utilities)
- Signature of owner and date of notice

If and when the rental unit or property is re-registered with the City, the owner shall pay a new rental registration fee and the property shall be inspected within sixty (60) calendar days of being re-registered. If the dwelling remains vacant for a period of more than 180 days, it must be registered as a vacant building with the City.

INSPECTIONS

The standard schedule for the inspection of all rental properties shall be once every three (3) years*. As an incentive for compliant owners, defined as properties that pass the first inspection – with no noted concerns from the inspector – will require inspection in four years in lieu of three. For properties that fail the initial inspection but pass the first re-inspection, those properties will move to the standard inspection schedule (one inspection every three years). Rental properties that require more than two re-inspections before passing will need to be inspected every year until they pass on their first inspection at which time they will move to the standard inspection schedule.

*Any property that has never been inspected or is newly registered with the City will require inspection within sixty (60) days of the property being registered with the City. Subsequent inspection shall be in accordance with the standard scheduling process previously outlined.

On a rotating basis, a random group of rental properties will be selected and inspections will be required. Community Development Department staff will be responsible for notifying property owners of the timeframe in which they are required to schedule an inspection. Staff shall initiate an inspection by sending written notices notifying the owner that it is time to schedule an inspection for their rental properties. Printed notices will be sent via US Mail for the initial notice. If the inspection is not completed by the specific deadline provided, staff will then contact the owner/owner's representative by email and/or by phone. It is the owner/owner's representative's responsibility to contact the Inspector to schedule the inspection(s). Failure to complete the inspection by the provided deadline shall be considered a violation of this program. The City shall not be responsible for late or misdirected notifications, either by US Mail or by email.

Owners (or representatives) may elect to schedule an inspection at any time before the City-determined time for inspection. Upon passing this elective inspection, the property will then be placed on the appropriate inspection schedule. The inspector will not perform an inspection if the tenant has not been notified of the inspection by the owner or owner's representative, if the owner or owner's representative does not show up for the inspection ("No Show"), or if the owner's representative is not at least 18 years of age.

Properties will **NOT** be inspected as a part of a contingency for a real estate sales transaction.

The "Inspection Notice" shall consist of the following items:

- Date by which the inspection must be completed;
- Address of property to be inspected including number of unit(s) to be inspected;
- Contact information for the Rental Inspector;
- Instructions for locating additional information pertaining to the Rental Inspection Program such as the Rental Inspection Checklist (Appendix B); and
- Contact information for city staff, if applicable.

If necessary, re-inspections shall be scheduled after the initial inspection by the owner or owner's representative. The inspector shall document all inspections and provide a written report immediately after each inspection to the owner/owner's representative and to the Community Development Department.

The property owner will pay for the inspection at the time it is conducted. If the inspection is conducted by a contracted entity, the owner/owner's representative shall pay the inspector directly for the inspection at the time of inspection. Inspection fees will be established in accordance with the adopted fee schedule and, if relevant, the approved contract with the contracted entity.

The inspector shall conduct the inspection in-person and shall visually inspect all exterior and interior spaces of the rental property. The inspector shall inspect all sides of the exterior structure and the grounds of the property. The inspector shall inspect every room in the rental property. The inspection shall be focused on building regulations identified in the Webster City Code of Ordinances, as summarized in the Rental Housing Inspection Checklist (Appendix B). A rental property is considered to have "passed" the inspection once the inspector completes an inspection, finds no violations (or three or fewer violations that do not pose an immediate threat to life safety), and submits their approval to update the Rental Permit accordingly. The completed and signed Rental Permit will remain on file in the Community Development Department. A digital copy of the completed form may be provided to the property owner or owner's representative, if requested. If said updated Rental Permit is not requested after the passing inspection, the updated Rental Permit will be sent after the next scheduled renewal.

It is the inspector's responsibility to determine if a particular violation constitutes a major violation. If one or more major violations – summarized, but not limited to, the list below – is found, the inspector may deem the rental property or rental unit uninhabitable until corrections are made and a re-inspection has been completed. This may involve a revocation of the Rental Occupancy Permit and a requirement to immediately vacate the rental property and/or rental unit(s).

MAJOR VIOLATIONS:

1. Smoke detectors and carbon monoxide detectors (if applicable) that are missing, inoperable, or are improperly placed.
2. Storage of flammable liquids in a dwelling.
3. Fuel fired equipment with missing or inoperable flues.
4. Electrical cords or wiring that shows signs of failure.
5. Inoperable heating system during winter months, generally considered between November and March.
6. Other life safety issues or items as determined by the designated inspector.

If the above items are not corrected prior to re-inspection, the property shall be considered non-compliant with this Rental Housing Inspection Program and may be subject to penalties described in the Failure to Comply section. Or, the inspector may deem the rental property or rental unit uninhabitable and immediate vacation of the rental property and/or rental unit(s) may be required until corrections are made and a re-inspection has been completed and passed, in accordance with the Webster City Code of Ordinances.

MINOR VIOLATIONS REQUIRING SIXTY (60) DAY REINSPECTION:

All other violations shall be corrected within sixty (60) calendar days of the original inspection. If the violations are not corrected prior to re-inspection due to whatever reason, the owner or owner's representative may request an extension from city staff. City staff is authorized to extend the re-inspection deadline another 60 days only one time. After 120 days from the initial inspection, the re-inspection must be completed. If not completed by this new deadline, the property shall be considered non-compliant with this Rental Housing Inspection Program and may be subject to penalties described in the Failure to Comply section. This may include the revocation of the rental permit and the immediate vacation of the rental property and/or rental unit(s).

(a). **Re-Inspections by Electronic Means.** In instances where a rental property has been found to have three (3) or fewer minor violations with no major violations and each of those violations can meet the following criteria, a re-inspection by electronic means, without charge of a re-inspection fee, may be accepted by the inspector.

(b). **Criteria for Re-Inspection by Electronic Means.** Issues that are either defined as Major Violations, require in-person testing or operation by the inspector, or are related to structural deficiencies are not eligible for re-inspection by electronic means.

Only issues that are related to the condition or appearance of an element and those that can be easily conveyed to the inspector by electronic means are eligible. These issues include:

1. Matters of element condition such as visible house numbers, cover plates, light domes, remediated peeling paint, missing hardware, and the like.
2. Measurable repairs requiring only a ruler or measuring tape and where the measurement tool and the repaired element can be clearly viewed such as distance between guards, stair riser, smoke detector placement distance to ceiling, distance of window to floor for proper egress (step), and the like.
3. Repairs that required a building or trades permit from the City of Webster City and were inspected by the City of Webster City Building Official.

Nuisance Code matters for items found in Chapter 32 of the Webster City, City Code that are not part of the building(s) on the property shall be addressed by the Webster City Community Code Enforcement Officers. The inspector shall inform the owner/owner's representative about the issues at the time of inspection, but nuisance issues shall be recommendations rather than noted violations. Immediately after the inspection, the inspector shall then forward all exterior nuisance-related issues to city staff who will then submit a request to the Code Enforcement Division thereafter.

NO SHOWS

The inspector shall meet the owner or the owner's representative at the agreed upon date, time, and location. The property owner shall be assessed a \$50 "No Show" fee for each time the owner or owner's representative fails to be present at a scheduled inspection.

Consideration will be given to property owners who contact the Inspector a minimum of two (2) business days **prior to the date of the inspection** to reschedule a rental inspection due to an unexpected conflict and/or the inability to get a contractor on site to correct the violations. **This shall not apply to the violations defined as major violations above.** If a rental inspection is rescheduled more than once, a \$50 "No Show" fee will be assessed to the property owner for each rescheduling.

The inspector will not perform an inspection if the tenant has not been notified, if the owner or owner's representative does not show up for the inspection, or if the owner's representative is not at least 18 years of age. In each of these cases, a \$50 "No Show" fee will be assessed to the property owner.

TENANT COMPLAINTS

Only current tenants of a rental property or unit(s) may file complaints of violation regarding a rental housing property. Complaints shall be made in writing using the Rental Housing Complaint Form (Appendix D) and delivered to the Community Development Department. Inspections based on a complaint will not be conducted if the Rental Property Complaint Form is not completed.

At the time the complaint is made, City staff will ask the tenant for any other type of documentation s/he may have. The tenant shall be required to certify s/he has registered a complaint with the owner or owner's representative at least fourteen (14) days prior to filing the complaint with the City, unless the complaint is regarding a major violation. For example, any pictures of damages or correspondence (letters/emails) sent to or received from the landlord. The tenant will be advised that the property owner will be notified regarding the complaint and a determination will be made on the validity and severity of the complaint and if an inspection is warranted. City staff will consult with the rental inspector to make a determination as to whether or not a complaint falls under the purview of this Rental Housing Inspection Program and if an immediate inspection is necessary. City staff will contact the owner (and if appropriate, the owner's representative) by phone within two (2) business days after a complaint is submitted.

If the complaint is regarding an item not covered by the Rental Housing Inspection Program, the tenant shall be informed of such and no further action shall be taken.

However, if a complaint is indeed within the purview of this program, a rental inspection notice requiring immediate inspection shall be mailed to the owner within seven (7) business days of the complaint. If violations exist at the time of the inspection, the inspector will document utilizing the same procedures as if a normally-scheduled inspection was performed. The tenant will be contacted regarding the outcome of the inspection. The inspection report shall be made available to the tenant upon request.

Any complaint that requires an on-site inspection shall have an associated re-inspection fee. If the complaint is found to have merit and violations are found at the rental property, the property owner will be responsible for paying the re-inspection fee directly to the inspector and resolving the founded violations. If the complaint is found to have no merit and violations are not found at the rental property, the City of Webster City will be responsible for paying the re-inspection fee. The City of Webster City Community Development Department shall maintain the record of each complaint and the outcome of the complaint as a part of the rental program.

APPEALS

The Building Board of Appeals, as defined in the Webster City Code of Ordinances, shall serve as the appeals board.

An owner or owner's representative of a property who decides to file an appeal regarding a notice of violation of their rental property or unit(s) shall complete an appeal form provided by the City of Webster City (Appendix C). This appeal must be filed with the Community Development Department within sixty (60) days of the initial inspection. The Building Board of Appeals shall then schedule a hearing within thirty (30) days. City staff shall compile information related to the inspection and/or identified violation. At the Building Board of Appeals hearing, City staff or their representative shall present evidence of the violation and the rental property owner will be provided an opportunity to state his/her perspective on the need to reconsider the final decision. The Building Board of Appeals shall provide a ruling within ten (10) days after the hearing. If the owner is not satisfied with the ruling, the owner may file an appeal of decision to a court of competent jurisdiction within thirty (30) days of the date of the Board's decision. If the decision of the Board is not appealed, it shall become final.

FAILURE TO COMPLY

Rental properties and/or rental units that fail to comply with the Rental Housing Inspection Program shall be referred to the Rental Program Administrator and City Attorney for prosecution as a municipal infraction. Failure to comply with this program, including but not limited to failure to register a property, may result in a penalty fee, the revocation of a rental permit, and/or a requirement to vacate the property.

ANNUAL REPORT

The City of Webster City Community Development Department shall provide an annual report to the Webster City, City Council. The report shall provide data on the number of rental housing units in the City and the frequency and type of violations that have been found in the previous year. The report shall be prepared near the end of each calendar year – beginning in 2026.



Community Development Department
400 Second Street PO Box 217
Webster City, IA 50595
515-832-9151
www.webstercity.com

Rental Housing Inspection Program Administrative Policy – Appendix A:

Rental Housing Registration Form

DATE: _____

PROPERTY ADDRESS: _____
(If multiple addresses: please include on the back or attach)

TOTAL NO. OF UNITS: _____

OWNER NAME: _____

OWNER ADDRESS: _____
Street City State Zip

TELEPHONE: (HOME) _____ (WORK) _____

E-MAIL: _____

SECONDARY CONTACT IF APPLICABLE (MANAGER / REPRESENTATIVE)

NAME: _____

TELEPHONE: _____

E-MAIL: _____

OWNER OR SECONDARY CONTACT MUST BE AVAILABLE IN CASE OF EMERGENCY

I hereby apply for a City of Webster City Rental Housing Occupancy Permit for the above-described property. I understand that the issuance of a permit does not imply that the above rental dwelling complies with the requirements of the City of Webster City Minimum Rental Housing Code and that the permit may be revoked if, after inspection, it is found that the unit/dwelling does not substantially comply with the provisions of the Rental Housing Code. I agree to notify the Webster City Community Development Department within Thirty (30) days of any change in address, phone number or secondary contact information.

DATE: _____ SIGNATURE: _____

Total units _____ x \$15.00 = _____

OR pay via phone at 515-832-9141
Make checks payable to: City of Webster City
400 Second Street PO Box 217 Webster City, Iowa 50595

City of Webster City Rental Inspection Checklist

All rental properties within the City of Webster City must be regularly inspected according to the schedule in the Administrative Policy. The checklist below is a simplified summary of items that will be inspected during the inspection process. This document should be understood as general guidance to the Rental Housing Inspection Program and should not be construed as a legally binding code. More information and references can be reviewed within the Webster City Municipal Code Chapter 10: Minimum Rental Housing Code and/or additional information can be requested from the Community Development Department.

ADMINISTRATIVE COMPLIANCE

- Property owner applies for minimum rental housing occupancy permit for each dwelling unit before tenants can be allowed.
- Ownership (and, if applicable, management) contact information clearly identified on the application.
- Rental Housing Permit applied for and renewed each year.
- Registration and permit fees paid and addressed to “City of Newton.”
- Inspection conducted once every three years for properties (landlord submits payment directly to inspector).
- Contact information posted visibly on site.

EXTERIOR AREAS/STRUCTURE

- Property has address number(s) clearly visible from the street.
- Roof and walls not deteriorated and don't have paint peeling in excess of 50% of the exterior surfaces for the entire structure.
- Accessory building(s) and fence(s) are in acceptable condition (i.e., structurally sound and in good repair, capable of withstanding imposing wind and snow loads; no visible leaning or broken/missing pickets).
- Doors are operable and locks are functional. Sleeping areas should have doors latchable or lockable from within for privacy and safety. Latches or locks should be of the type to permit swift emergency exit in accordance with the International Fire Code.
- Windows and skylights are operable and undamaged. No torn screens or broken windowpanes.
- Chimneys appear to be structurally safe and undamaged.

- Foundation appears to be in adequate and in good repair
- Property does not have broken, rotten, split, or buckled walls.
- Stairways, porches, decks, and balconies have flooring, supports, and handrails in acceptable condition (i.e., structurally sound - firmly fastened and properly anchored, capable of supporting all nominal loads and resisting load effects; a 4-inch sphere should not be able to pass between guards on open side, etc.).
- Site appears to have adequate grading and drainage.
- Known cisterns, wells, or other hazards are fenced, covered, or filled.
- Property is not overgrown with weeds or brush. Yard is properly mowed.
- Property does not have an accumulation of garbage, junk, rubbish, or debris (e.g., paper, plastics, metals, boxes, dead organic matter, etc.).
- Property is not providing habitation for rodents, wild animals, or other vermin.
- Property doesn't have illegal vehicles on site.
- Property does not have unsafe storage and/or an excessive accumulation of combustible materials or conditions that constitute fire, health, or safety hazards. Required clearances to combustible materials shall be maintained.
- If the property has guttering, it is in a safe and acceptable condition (e.g., free from obstructions, no leaks, discharged in a manner that does not create a public nuisance, etc.).

INTERIOR AREAS/STRUCTURE

- Walls, ceilings, and floors are structurally sound and in acceptable condition. No splitting, sagging, leaning, or buckling due to defective material or deterioration.
- The building is maintained in a safe and sanitary manner (e.g., surfaces are kept reasonably clean and free from dirt or greasy film; insects, rodents, or other pests on the premises are not evident; rubbish, garbage, and any other organic waste is properly disposed of or stored in appropriate facilities or containers).
- The dwelling unit shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner (e.g., adequate counter and appliances, facilities for temporary storage of food wastes and garbage are maintained in sanitary condition, no missing or broken cabinet doors, etc.).
- All stairs are in acceptable condition. All stairs must have handrails and balusters or similar feature(s) that prevents a fall hazard from the open-side (e.g., guards required if more than 30 inches above floor/grade; a 4-inch sphere should not be able to pass between guards on open side, etc.).
- Handrails are firmly fastened and in acceptable condition for all stairs (i.e., firmly fastened and properly anchored, capable of supporting all nominal loads and resisting load effects).
- All habitable rooms are provided with adequate electrical service for proper illumination. Natural light is provided in all habitable rooms.
- Every door and window, to include all hardware associated with every door and window, shall be maintained in good and functional condition and shall be capable of providing privacy.
- There is adequate ventilation and no signs of leakage or mold inside.
- The carpet is not excessively ripped or torn creating a possible trip hazard.
- There is no evidence of mice or rodents.

PLUMBING

- Rental unit has use of functioning kitchen sink, toilet, and bathtub or shower.
- All applicable fixtures have hot and cold water and are connected to sanitary sewer system with proper clearance for usage and cleaning.
- Every plumbing fixture and water and waste pipe shall be maintained in good and sanitary working condition.
- Bathrooms provide adequate privacy and ventilation for users.

ELECTRICAL/MECHANICAL

- Electrical service is properly maintained and is sufficient to support the electrical usage.
- Adequate clearance for service is provided on the control side of all HVAC and utility appliances.
- Each unit has heating facilities capable of maintaining a room temperature of 68 degrees Fahrenheit in all habitable rooms and bathrooms. Cooking appliances and portable heating units shall not be used to provide heating to meet requirement.
- All electrical equipment, wiring, lighting, and appliances are properly installed and maintained in a safe and approved manner. No unsafe, exposed wiring is in the living area.
- No temporary wiring or extension cords shall be used to connect portable electric fixtures to convenience outlets.
- Electrical panels are accessible, clearly marked, and circuits are properly labeled.
- All necessary electrical equipment is properly installed (e.g., knockouts, clamps, connectors, wiring, conductors, fittings, apparatus, devices, appliances, fixtures, signs or parts thereof).
- Fuel-fired equipment has appropriate and functioning flues and shutoff valves.
- Every habitable room and every bathroom contains at least one (1) properly installed electrical outlet.
- Every laundry room contains at least one (1) grounded-type receptacle or a ground-fault circuit interrupter (GFCI).
- Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.
- Clothes dryers shall be exhausted/vented in accordance with the manufacturer's instructions and shall be independent of all other systems.
- There are cover plates on all outlets, switches, and junction boxes.
- GFCI outlets installed for all outlets within six (6) feet of a water source.
- Water heaters have a properly installed pressure relief valve (PRV) with the discharge pipe reaching to within six inches of the floor.

FIRE SAFETY REQUIREMENTS

- Place one smoke alarm in each sleeping room. Place one smoke alarm immediately outside of sleep areas (e.g., hallway). Place at least one smoke alarm on each floor, including the basement.
 - Each unit has an appropriately-sized, ABC-rated fire extinguisher.
 - For single-family properties, one properly maintained fire extinguisher, with a minimum size of 1-A 5-BC, must be present within the home.
 - For multi-family properties, there must be a minimum 2-A 10-BC extinguisher – checked and tagged by a qualified service person annually – located within 75 feet of each unit’s main entrance with a minimum of one (1) per floor or within each unit.
 - Place one carbon monoxide detector immediately outside of each separate sleeping area in the immediate vicinity of the bedrooms (e.g., hallway). There must be at least one carbon monoxide detector on each floor, including the basement (Only applies to properties with a potential carbon monoxide source).
 - Fire alarm and suppression systems properly installed and operational where required.
 - Two clear and passable egress routes exist for each floor above the first floor. Exit signs are in working condition.
 - Except for a sleeping room on the first story or below grade, neither means of egress shall consist solely of a window approved for emergency escape or rescue.
 - All sleeping rooms have safe and appropriate access to a functioning window for egress. Sleeping rooms are prohibited in basements without an appropriate secondary egress route such as an approved egress window and well.
 - All egress doors and windows are operable from the inside without the need for keys, special knowledge, or effort.
 - All fire resistance rating of walls, fire stops, floors, and doors, etc. are properly maintained.
-

Rental property owners or managers reviewing this checklist may be curious about what items are most commonly noted as violations during rental inspections. The list below is meant to summarize the violations that have been identified the most frequently in Webster City rental units. Similar to the inspection checklist above, this is not meant to be an all-encompassing list, but it should serve as another helpful tool to ensure a property passes the initial inspection.

- **Fire Safety** --- inadequate number of or improper placement of smoke and CO detectors, missing fire extinguisher, blocked egress routes, etc.
- **Electrical-related issues** --- outlet(s) within 6 feet of water source not GFI, missing electrical panel knockouts or labels, missing outlet/switch covers or junction boxes, exposed wiring, etc.
- **Fall hazards** --- anything 30 inches above the floor/grade shall have guards; handrail needed if 4+ risers; a 4-inch sphere should not be able to pass between guards on open side, etc.
- **Major appliance issue** --- missing/improper installation/malfunction of water heater, water heater discharge pipe, dryer exhaust/vent, furnace, bathroom ventilation, etc.
- **Windows** --- Broken, cracked, inoperable, or blocked (egress) window



WEBSTER CITY

Opportunity Awaits

Community Development Department
400 Second Street PO Box 217
Webster City, IA 50595
515-832-9151
www.webstercity.com

Rental Housing Inspection Program Administrative Policy – Appendix C:

Rental Housing Inspection Appeal Form

DATE APPEAL FILED: _____

PROPERTY ADDRESS (+UNIT #): _____

PROPERTY OWNER NAME: _____

OWNER PHONE # + EMAIL: _____

REPRESENTATIVE NAME: _____

REP. PHONE # + EMAIL: _____

- Is the property currently occupied and / or rented?
o Please circle: (Y / N)
Date last inspected: _____

Violation Being Appealed – Please describe the violation noted by the inspector and your reasons for appealing the inspector’s interpretation of the Webster City Code of Ordinances. Please attach any additional documents, such as pictures or independent reviews.

Multiple horizontal lines for describing the violation.

I understand that this appeal will be sent to the City of Webster City Building Board of Appeals for a ruling. I understand that I am expected to comply with this ruling. If I am unsatisfied with this ruling, I can file an appeal of decision to a court of competent jurisdiction within thirty (30) days of the date of the Board’s decision. These hearings and rulings are not intended to debate changes to the Webster City Code of Ordinances, but rather to provide a ruling or interpretation of existing code.

SIGNATURE: _____

Official Use Only
Appeal Received By: _____
Building Board of Appeals Hearing Date: Building and _____
Building Board of Appeals Ruling – Circle one: _____ (Overturned / Upheld)



Rental Housing Complaint Form

Community Development Department
400 Second Street PO Box 217
Webster City, IA 50595
515-832-9151
www.webstercity.com

Only current tenants of a rental property/unit may file a complaint regarding a rental housing property using this form.

TENANT NAME: _____ DATE: _____

PHONE NUMBER: _____

PROPERTY ADDRESS (please include unit #): _____

OWNER/MANAGER NAME: _____

OWNER ADDRESS: _____

Street City State Zip

TELEPHONE: (HOME) _____ (WORK) _____

E-MAIL: _____

- Do you currently live at this residence?
 - Please circle: (Y / N)
- Did you register a complaint with your landlord at least 14 days prior to this?
 - Please circle: (Y / N)

DATE FILED: _____

Description of Complaint – Please describe the complaint in full detail including dates and times if appropriate. Continue complaint on back of this form if additional space is needed.

.....

Please attach any additional information, such as pictures displaying problems, communications with the owner/manager prior to this complaint, and/or any other supporting information.

I understand that by filing this complaint that the City of Newton will make contact with the property owner or owner's representative to investigate the problem. I also understand that the City will only investigate complaints that are from the current tenants of the property and that the name of reporting tenant is public information and will be released to the owner at the time of notice. The City will make contact with the owner or owner's representative within two (2) business days of the date this complaint is received. I understand that there are some items in which the City may not be able to assist and that in those cases the City will notify me using the contact information provided above.

SIGNATURE: _____

	Official Use Only	
Complaint Received By: _____		\$75 Inspection Fee Collected? (Y / N)
Owner Notified Date: _____		Inspection Conducted? (Y / N)
Inspection Date: _____		Violations Found? (Y / N)
Inspector Assigned: _____		Deposit Returned / Fee Collected? (Y / N)

ORDINANCE NO. 2025 - _____

**AN ORDINANCE PERTAINING TO THE CODE OF ORDINANCES OF
THE CITY OF WEBSTER CITY, IOWA 2019 AMENDING CHAPTER 10,
BY ADDING ARTICLE IX, SECTIONS 10-390 THROUGH 10-431
PERTAINING TO THE MINIMUM RENTAL HOUSING CODE.**

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

SECTION 1. SECTIONS ADDED: Sections 10-390 through 10-431, of the Code of Ordinances of the City of Webster City, Iowa 2019, is adopted:

Sec. 10-390 Purpose.

The purpose of this chapter is to provide minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the use, occupancy and maintenance of all residential rental buildings and related structures within the city.

Sec. 10-391 Scope.

- (A) The provisions of this chapter shall apply to all buildings or portions thereof within the jurisdiction of the city which are non-owner occupied and which are used or intended to be used for human occupancy. Except as otherwise provided in this chapter, such occupancy in existing buildings may be continued as provided in the International Residential Code, § R1027, as adopted by the city. Additionally, all accessory buildings or structures are hereby subject to all applicable sections regarding health, safety and maintenance thereof, as contained in the city's Building Code.
- (B) Exception: a non-owner-occupied single-family home, may be considered a non-rental dwelling and not subject to the minimum rental housing code if the following conditions exist: only direct family members of the property owner(s) live on the property. Direct family members, for purposes of this chapter, shall mean the property owners spouse, parent, child, stepchild, father-in-law, mother-in-law, daughter-in-law and son-in-law. Final approval shall be the decision of the Director of Community Development or designee. The property cannot be used to generate any type of rental income for this exception.

Sec. 10-392 Applicability.

The regulations set out in the chapter, together with the International Residential Code for One- and Two-Family Dwelling, the International Building Code, the International Property Maintenance Code and the International Fire Code, current additions as adopted by the city shall be known as the "Webster City Minimum Rental Housing Code," and may be cited as such. To the extent any of the provisions of the codes are inconsistent with the provisions of this chapter, then the provisions of this chapter shall apply and the conflicting provisions of such other codes shall not apply to this chapter.

Sec. 10-393 Definitions.

For the purpose of this chapter, certain terms and words are defined in this section and are used in addition to definitions found in the codes adopted by reference that together, with this chapter are known as the Webster City Minimum Rental Housing Code.

Accessory structure. A structure which is not used or intended to be used for living or sleeping by human occupants.

Appurtenance. That which is directly or indirectly connected or accessory to some other structure.

Bath. A bathtub or shower stall connected with hot and cold waterlines.

Boardinghouse. A building other than a hotel or other overnight lodging facility where, for compensation, lodging and meals are provided by the building owners or managers for residential boarders with meals for all resident boarders provided in the central kitchen facility within said building. Said boarding facility shall be distinctive from transient lodging facilities such as hotels, beds and breakfasts, other overnight lodging facilities or public eateries. Residents within said boardinghouse facility shall be accommodated with weekly, monthly or yearly tenant agreements or leases.

Communal. Used or shared by or intended to be used or shared by the occupants of two or more rooming units or two or more dwelling units.

Condominium. A dwelling unit which is in compliance with the requirements of Iowa code Ch. 499b, as amended.

Cooperative. A dwelling unit which is in compliance with the requirements of Iowa code Ch. 499b, as amended.

Court. An open unoccupied space which is more than 50% enclosed by buildings.

Dining room. A habitable room used or intended to be used for the purpose of eating, but not for cooking or the preparation of meals.

Dwelling. Any building which is wholly or partially used or intended to be used for living or sleeping by human occupants.

Dwelling unit. Any habitable building, room or group of adjoining habitable rooms located within a dwelling and forming a single unit with facilities which are used or intended to be used for living, sleeping, cooking or eating meals. An efficiency unit fails under this definition.

Extermination. The control and elimination of insects, rodents or other pests by eliminating the harborage places, by removing or making inaccessible materials that may serve as their food, by poisoning, spraying, fumigating or trapping or by any other recognized and legal pest elimination methods approved by the inspector.

Family. One or more persons occupying a single dwelling unit. No such **family** shall contain more than four persons, unless all such persons are related by either blood, marriage or adoption.

Garbage. Animal or vegetable waste resulting from the handling, preparation, cooking or consumption of food, and shall also mean combustible waste material in accordance with the city's burning regulations.

Inspection, follow-up. One of a number of re-inspections of a dwelling unit following an initial inspection, designed to determine and achieve compliance with deficiencies noted in the initial and any other follow-up inspection.

Inspection, initial. A periodic inspection of a dwelling unit conducted to determine compliance with the provisions of this chapter, whether initiated by the inspector or by written complaint.

Inspector/code official. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

Kitchen. A habitable room used or intended to be used for cooking and the preparation of meals.

Lavatory. A hand-washing basin which is connected to both hot and cold water lines, which is separate and distinct from the kitchen sink.

Minimum rental housing occupancy permit (rental housing permit). A document issued by the city evidencing authority to occupy a dwelling unit.

Multiple dwelling. Any dwelling containing more than two dwelling units.

Operation/operator. Any person who has charge, care or control of a building or part thereof, in which dwelling units or rooming units are let.

Owner. Any person who, alone or jointly or severally with others: shall have legal title to any dwelling unit, with or without accompanying actual possession thereof; or shall have charge care or control of any dwelling or dwelling unit, as owner or agent of the owner, or as executor, administrator, trustee or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this chapter to the same extent as if the representative were the owner.

Plumbing. All of the following supplied facilities and equipment: gas pipes; gas burning equipment; water pipes; garbage disposal unit(s) waste pipes; water closets sinks; dishwashers; lavatories; bathtubs; shower baths; clothes washing machines; catch basins; drains; vents; and any other similar supplied fixtures, together with all connections and to water sewer or gas lines.

Refuse. Waste material, except human waste, including garbage, rubbish, ashes and dead animals.

Rent. Any form of payment, including but not limited to cash, services, or other valuable considerations, provided as a condition of occupying a dwelling not owned by the occupant.

Rental unit. One dwelling unit within a rental property. If a common area and facilities are provided in a dwelling for the use of the occupants of units therein, such common area and facilities shall constitute a part of each rental unit for the purpose of inspection and compliance with this chapter.

Roomer. An occupant of a rooming house or rooming unit, and shall also mean an occupant of a dwelling who is not a member of the family occupying the dwelling.

Rooming house. An owner-occupied or manager-occupied single dwelling unit wherein individual sleeping rooms are provided to not less than three unrelated resident tenants. Each rooming unit within the rooming house shall have a bath and toilet facilities available for exclusive use by the occupant. Not more than one kitchen facility shall be established within said structure wherein meals may be prepared by resident tenants. Said rooming facility shall be distinctive from transient lodging facilities such as hotels, beds and breakfast, other overnight lodging facilities or public eateries. Residents within said rooming house facility shall be accommodated with weekly, monthly or yearly tenant agreements or leases.

Rooming unit. Any habitable room or group of adjoining rooms located within a dwelling and forming a single unit, with facilities which are intended to be used primarily for living and sleeping. A rooming unit shall have a bath and toilet facilities available for exclusive use by the occupant.

Single-family dwelling. Structure containing one dwelling unit.

Call for service. Any occasion on which one or more members of a law enforcement agency go to a property for purposes of investigating suspected criminal or nuisance activity. A call for service is not founded unless it meets the definition herein of founded call for service.

Corrective action. Action taken with respect to a nuisance property for the purpose of abating nuisance activity.

Emergency assistance. Immediate intervention by first responders in order to prevent or stop further damage to person or property.

Founded call for service. Any occasion on which a call for service results in a finding of probable cause to believe nuisance activity occurred on or within 1,000 feet of the property to which the call for service was made. A founded call for service shall not be applied if a victim of a crime or abuse is the party who reported the criminal activity that resulted in the call for service to the city.

Nuisance activity. Conduct giving rise to the conditions, events, and/or situations described in 10-430.

Nuisance property. Property which meets the criteria set forth in 10-430.

One thousand feet. The distance measured from the central point of any nuisance activity to the nearest point along the parcel line for the property with which the owner or resident is associated. For purposes of this subchapter, the property of an owner or resident who is not responsible for the founded nuisance activity

shall not be subject to 10-430.

Owner. Designates the rental property owner, property manager or duly authorized agent, responsible for landlord duties.

Property. Real estate, including land, and that which is affixed, incidental, or appurtenant to the real estate. For property consisting of more than one unit, the term property may refer to a particular unit or to the portion of the property on which nuisance activity has occurred or is occurring. Property may also include areas used in common by all units of the property, including without limitation, other structures erected on the property and areas used for parking, loading, and landscaping.

Resident. Designates the resident, any member of the resident's household, guest(s), or other person(s) under resident's control.

Victim of abuse or crime. A person who has suffered harm as a result of abuse or crime that was perpetrated directly against that person.

Sec. 10-394 Registration and Crime-Free Housing Training Requirement.

(A) Registration. All rental properties and rental units within the corporate limits of the City of Webster City shall be registered with the city by the owner or the owner's representative. The owner or owner's representative shall file a completed registration form (as provided by the city) within 30 days of the property becoming a rental property, and subsequently at the time the rental inspection is due. Registration shall be accompanied by a fee as established by resolution of Council.

(B) Crime-free housing training required for residential property owners and managers. All persons applying for a rental permit for residential property and/or the managers of the respective rental properties of four or more rental units, shall have successfully completed mandatory crime-free management training, administered or certified by the city, prior to issuance of the rental housing occupancy permit. The permit will be issued only after successful completion of the training. A temporary occupancy permit may be issued to the property owner for a minimum reasonable period of time which the inspector determines is needed in order to complete training requirements.

Sec. 10-395 Rental Inspection.

Each rental property and rental unit shall be inspected by the designated inspector at a frequency stated in the Rental Housing Inspection Program Administrative Policy. The inspections will be conducted to confirm compliance with the Webster City Minimum Rental Housing Code. Inspections will be conducted in accordance with the Rental Housing Inspection Program Administrative Policy and in accordance with all state and federal laws pertaining to tenant rights and notification requirements.

Sec. 10-396 Rental Occupancy Permit.

When the owner has complied with all requirements of this chapter and the Rental Housing Inspection Program Administrative Policy for a dwelling unit and has paid all fees required by this chapter, the city shall issue a minimum rental housing occupancy permit to the owner for such dwelling unit.

(A) Expiration of occupancy permit.

(1) A rental occupancy permit for a dwelling unit shall be valid until the date of expiration as printed on the face of the issued permit, unless the unit, at any time, is found to be in violation of the requirements of this chapter and/or the Rental Housing Inspection Program Administrative Policy.

(2) No new rental occupancy permit shall be issued with respect to such dwelling unit until the owner has complied with all requirements of this chapter and the Rental Housing Inspection Program Administrative Policy.

(B) Location of occupancy permit. The owner shall cause the occupancy permit to be placed in each

property/unit where it is readily available for examination by prospective tenants, current tenants and the Inspector at all times. If the permit is not available for examination during any inspection, the owner shall be required to immediately replace such permit at the owner's expense. Replacement cost of permit shall be set by City Council resolution.

(C) Effect of issuance of occupancy permit.

(1) The issuance of a minimum rental housing occupancy permit for a dwelling unit shall not be construed to mean that the dwelling unit complies with the provisions of this chapter or with any of the provisions of any other chapters of this code, including, but not limited to, city zoning.

(2) After issuance of a minimum rental housing occupancy permit for a dwelling unit, if it is determined that the dwelling unit, or the structure of which the dwelling unit is a part, fails to comply with any of the provisions of this chapter, the City of Webster City may require the owner to bring said dwelling unit or structure into compliance with all of the provisions of this chapter. Failure to bring said dwelling unit into compliance shall result in an invalid rental occupancy permit.

(D) Temporary occupancy permit. The City of Webster City may, but is not required to, issue a temporary rental housing occupancy permit under either of the following circumstances:

(1) Reasonable time to inspect. If the Director of Community Development or designee determines that it is impractical to inspect a dwelling unit within a reasonable time after an owner makes application for occupancy permit, provided the owner has made application prior to expiration of said permit. In such case, the City of Webster City may issue a temporary rental housing occupancy permit which shall be valid for the minimum reasonable period of time which the Director of Community Development or designee determines is needed in order to complete the inspection of the dwelling unit; or

(2) Previously issued permit. If an occupancy permit previously issued with respect to a dwelling unit has expired, by reason of the next initial inspection of the dwelling unit having been conducted and if the dwelling unit does not then comply with all of the requirements of this chapter. In such case, the Director of Community Development or designee may, but is not required to, issue a temporary occupancy permit for the minimum reasonable period of time which the Director of Community Development or designee determines is needed by the owner to bring the dwelling unit into compliance with all of the requirements of this chapter, provided life-safety of tenants is not at risk.

(3) In either case, the expiration date of the temporary occupancy permit shall be stated on the face of the permit.

Sec. 10-397 Contact Information.

All rental properties shall have the name and contact information of the property owner and/or the property owner's representative clearly and visibly posted for tenants.

10-398 Late Fees.

Failure to register by the annual deadline for each quadrant will result in a late fee per unit, as established by the City Council's adopted resolution. The deadlines are as follows:

- Quadrant 1: March 31
- Quadrant 2: June 30
- Quadrant 3: September 30
- Quadrant 4: December 31

Sec. 10-399 Fee Schedule.

All initial inspection fees, follow-up inspection fees, registration fees, late fees and any other fees or penalty assessed pursuant to the provisions of this chapter shall be in such amounts as are set by resolution of the City Council. All such fees shall be published in a fee schedule which shall be kept on file at the

office of the City Clerk, and made available for distribution to the public at no cost.

Sec. 10-400 Rental Property Minimum Requirements. The following are outlined minimum requirements of every rental property located within the City of Webster City, Iowa.

Sec. 10-401 Sanitary Requirements.

The dwelling unit shall include its own sanitary facilities which are in proper operating condition, can be used in privacy and are adequate for personal cleanliness and the disposal of human waste.

(A) *General.*

(1) Toilets and lavatory basins. At least one toilet and one lavatory basin shall be supplied for each four persons or fraction thereof residing within a dwelling containing a rooming unit, including members of the operator's family whenever they share such facilities, unless more restrictive code provisions apply to a dwelling, in which case the more stringent requirements shall govern.

(2) Baths. At least one bath shall be supplied for each four persons or fraction thereof residing with a dwelling containing a rooming unit, including members of the operator's family whenever they share such facilities.

(3) Kitchens. An approved kitchen sink with hot and cold running water shall be supplied, with adequate space for the storage and preparation of food.

(B) *Structural requirements.*

(1) Connection to water and sewer system. Every kitchen sink, toilet, lavatory basin and bath shall be properly connected to an approved water and sewer system as provided for in the applicable city regulations.

(2) Separation of bathroom facilities and from other rooms. Every toilet, bath and lavatory basin and bath shall be contained within a room which will afford privacy to the user, and shall be separated from a food preparation area by a tight-fitting door; except that, the lavatory may be immediately adjacent to the toilet room.

(3) Communal toilets and baths. Communal toilets and baths shall be located on the same floor or the floor immediately above or below the rooming unit.

(4) Communal kitchen. If a communal kitchen is supplied, it shall comply with the following requirements:

(a) Floor area. The minimum floor area of communal kitchens shall be 70 square feet.

(b) Floor area/dining. In communal kitchens which permits roomers to prepare and eat meals shall be a minimum of 100 square feet.

(c) Kitchen. The kitchen shall contain adequate food storage capacity, an approved sink and a stove or range.

(d) Kitchen storage. The kitchen shall include at least one cabinet of adequate size suitable for the storage of food, and eating and cooking utensils.

(e) Table/chairs. The kitchen shall contain a table and adequate chairs for the normal use of the facilities if a communal dining room is not supplied.

(f) Kitchen accessibility. Every communal kitchen shall be located within a room accessible to the occupants of each rooming unit sharing the use of such kitchen without going outside of the dwelling and without going through a dwelling unit or rooming unit of another occupant.

(5) Communal dining rooms. Every dwelling within which the occupant is permitted to prepare meals or cook within a communal kitchen containing less than 100 square feet of floor area shall contain a communal dining room which complies with the following requirements:

(a) Every communal dining room shall be located on the same floor as the communal kitchen and located as nearly adjacent to the communal kitchen as is practicable.

- (b) Accessibility to the communal dining room by occupant shall be the same as requirements for communal kitchens.
- (c) The communal dining room shall contain a table and adequate chairs for the normal use of the facilities.
- (d) The communal dining room shall contain not less than 70 square feet of floor area.

(C) *Acceptability criteria.* All sanitary units should be fully functional and in proper operating condition, shall be free from leaks and mineral buildup and shall be clean to normally accepted household cleanliness standards. Drainage shall be complete in lavatories and sinks, and all units must meet the requirements of the city's Plumbing Code.

Sec. 10-402 Food Preparation; Garbage Disposal.

(A) *Performance requirements.* The dwelling unit shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and garbage, including facilities for temporary storage where necessary.

(B) *Structural requirements.* Structural requirements for food preparation and garbage disposal facilities shall be as provided in 10-401 of this chapter pertaining to sanitary requirements.

(C) *Acceptability criteria.* Refrigerators, cooking stoves or ranges and other food preparation equipment shall be in proper operating order. Areas shall be clean to normally acceptable household cleanliness standards. Temporary and permanent garbage receptacles shall be free of leaks, shall be covered and should not show buildup of deposits due to lack of cleaning. If plastic bags are used for garbage disposal, they should be placed in a container indoors. Full bags should be placed in a holding area other than the food preparation area.

Sec. 10-403 Space and Security.

(A) *Performance requirements.* The dwelling shall afford the residents adequate space and security.

(B) *Structural requirements.*

(1) Permissible occupancy; floor area per occupant for efficiency units. Every efficiency unit shall contain at least 220 square feet of floor space for the first occupant and at least 100 additional square feet of floor space for every additional occupant. In determining the maximum permissible occupancy, the floor area of that part of a room where the ceiling height is less than five feet and shall not be considered when computing the total floor area of the room.

(2) Floor area per occupant for sleeping rooms. In every dwelling unit of two or more rooms and every rooming unit, every room occupied for sleeping purposes by one occupant shall contain at least 70 square feet of floor space and every room occupied for sleeping purposes by more than one occupant shall contain at least 40 square feet of floor space for each occupant.

(3) Maximum occupancy. Not more than one family or no more than four unrelated people shall occupy a dwelling unit, except for guests, and except for domestic or household employees.

(4) Ceiling heights. The ceiling height in every habitable room shall be at least seven feet. Obstructions of space by such items as water and gas pipes, cabinetry and the like shall be permitted when such obstructions are located in such a fashion that they do not interfere with normal or emergency ingress or egress and are approved by the Inspector. In no event may an obstruction be located nearer than six feet, four inches to the floor.

(5) Acceptable criteria. The dwelling shall conform to this division (B) pertaining to structural requirements. Sleeping areas should have doors latchable or lockable from within for privacy and safety. Latches or locks should be of the type to permit swift emergency exit in accordance with the International Fire Code.

Sec. 10-404 Access.

(A) *Performance requirements.* Access to each dwelling unit or rooming unit shall not require first entering any other dwelling unit or rooming unit; except that, access to rooming units may be through a living room or kitchen of a unit occupied by the owner or operator of the structure.

(B) *Structural requirements.* No dwelling, dwelling unit or rooming unit containing two or more sleeping rooms shall have such arrangements that access to a bathroom or water closet compartment intended for use by the occupant of more than one sleeping room can be gained only by going through another sleeping room.

(C) *Acceptability criteria.* The dwelling unit shall be usable and capable of being maintained without unauthorized use of other private properties. Further requirements are contained in 10-407 of this chapter pertaining to exits.

Sec. 10-405 Lighting in Public Halls and Stairways.

(A) *Performance requirements.* Public passageways and stairways in dwellings accommodating two or more dwelling units or rooming units shall be provided with a convenient wall-mounted light switch which activates an adequate lighting system.

(B) *Structural requirements.* Switches shall be placed at both the top and bottom of stairwells and must be of the types which meet the Electrical Code of the city.

(C) *Acceptability criteria.* Acceptability criteria shall be the requirements set out in divisions (A) and (B) above.

Sec. 10-406 Fire Safety.

All rental housing shall be provided with fire protection equipment as follows:

(A) Fire extinguishers. All dwelling units with three or more dwelling units shall be provided with a sufficient number of fire extinguishers which are approved by the Fire Marshal. Fire extinguishers shall be properly mounted and accessible to all occupants. Fire extinguishers shall comply with National Fire Protection Association, Standard 10. Minimum size shall be 2A 10B C (5 Pound). Fire extinguishers shall be equipped with a sight gauge to indicate pressure and shall be maintained in accordance National Fire Protection Association, Standard 10.

(B) Smoke/dual sensor detectors. All dwelling units shall be provided with smoke detectors as defined in the City of Webster City adopted Fire Code. In multiple-unit dwellings, there shall be smoke detectors in common hallways accessible to two or more units. Detectors shall also be located in cellars or basements when such cellars or basements are used for storage, laundry equipment or central heating units. Effective January 1, 2015, all dwelling units shall be equipped with dual sensor smoke detectors as defined in Iowa Code § 100.18 and 661 I.A.C. 210.1.

All dwelling units that have attached garages or within which fuel-fired appliances exist shall have an approved carbon monoxide alarm installed outside of each separate sleeping area in the immediate vicinity of the bedrooms. Single-station carbon monoxide alarms shall be listed as complying with UL 2034 and shall be installed in accordance with this code and the manufacturer's installation instructions. Dual-sensor smoke detectors that have carbon monoxide and smoke detection sensors which are listed to UL 2034 and UL 217, shall be allowed.

(1) All newly registered dwelling units shall be provided with dual sensor smoke detectors as defined in Iowa Code § 100.18 and 661 I.A.C. 210.1. In accordance with 661 I.A.C. 210.3(11), smoke detectors shall be located as follows:

(a) Placement. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of the bedrooms;

(b) Bedrooms. In each room used for sleeping;

(c) Levels. In each story within a dwelling unit, including basements, but not including crawl spaces and uninhabitable attics. In dwelling units with ~~157.pdf-174~~ levels and without intervening door between the

adjacent levels, a smoke detector installed on the upper level shall suffice for the adjacent lower level; provided that, the lower level is less than one story below the upper level; and

- (d) Dual sensor. All new smoke detectors are required to be a dual-sensor smoke detector as defined in 661 I.A.C.

210.1. Dual-Sensor Smoke Detectors means a smoke detector which contains both an ionization sensor and a photoelectric sensor which is designed to detect and trigger an alarm in response to smoke detected through either sensing device, or a smoke detector which has two sensors and is listed to UL Standard 217, Single- and Multiple-Station Smoke Alarms, or another standard approved by the State Fire Marshal.

(C) Carbon monoxide alarms. All registered dwelling units that have attached garages or within which fuel-fired appliances exist, shall have approved carbon monoxide alarm installed outside of each separate sleeping area in the immediate vicinity of the bedrooms. Single-station carbon monoxide alarms shall be listed as complying with current UL standards and shall be installed in accordance with this code and the manufacturer's installation instructions.

(D) Exits. Every floor above the first floor used for human occupancy shall meet the exit requirements of 10-407 of this chapter. If the structure cannot meet such exit requirements because it has only one approved means of egress, fire escape stairs will be permitted to serve as part of the second approved means of egress; provided, such second means of egress meets all of the following performance standards in addition to all other requirements for means of egress:

- (1) Fire escapes. Fire escape stairs must serve an occupant load of ten or less or a single dwelling unit or guestroom.

(2) Stair access. There must be access to the fire escape stairs from each dwelling unit on each story served by the fire escape stairs, by means of either an approved exit or an approved balcony. Nothing contained in this section shall be construed to vary the provisions of 10-407 (B) of this chapter requiring emergency escape or rescue windows in every sleeping room, or the provisions of divisions (D)(1) above and this (D)(2), regarding access to dwelling units and between the various rooms of dwelling units.

- (3) Structural requirements.

(a) Placement. Fire escape stairs must not pass in front of any building opening below the unit being served.

(b) Activating. The means of activating the escape device must be accessible to the rental unit or balcony being served.

(c) Fire escape installation. Installation of fire escape stairs must not cause a person to pass within six feet of external electrical wiring.

(d) Code. Fire escape stairways and balconies shall meet all requirements per the International Fire Code and International Building Code that have been adopted by the city.

(e) Extensions. Fire escape stairs must reach the ground or be equipped with counterbalanced extensions which allow them to extend to the ground.

(f) Acceptability criteria. Acceptability criteria are the same as performance and structural requirements. In addition, fire escapes must be kept clear and unobstructed and must be in good operating order.

Sec. 10-407 Exits.

(A) Performance requirements. Every rental dwelling and rooming unit shall have access to two independent, unobstructed means of egress remote from each other. Except for a dwelling or rooming unit of the first story or below grade, neither means of egress shall consist solely of a window approved for emergency escape or rescue. At least one mode shall be an exit which discharges directly to a corridor, stairway or public way. If both exits are to a common corridor, they shall permit emergency egress in two directions.

- (B) Structural requirements.

(1) Escapes.

(a) Sleeping rooms shall have a least one operable window or exterior door approved for emergency escape or rescue. The units shall be operable from the inside without resorting to separate tools.

(b) Doorways shall be a least six feet, four inches high by at least 32 inches wide.

(c) Escape windows shall have a minimum net opening of 5.7 square feet. The minimum net opening height shall be 24 inches, with a minimum net opening width of 20 inches and a maximum sill height of 44 inches from the floor.

(2) Stairway safety. Stairways having more than four risers shall be equipped with a substantial and safely constructed handrail of a height not less than 34 inches and not more than 38 inches above front nosing stair tread. The stairway rise height shall be uniform and each tread shall be of uniform width to allow uniform stepping motion for traversing the stairway.

(3) Raised floors.

(a) Porches, balconies or raised floor surfaces located more than 30 inches above the floor or grade below shall have guards not less than 36 inches height.

(b) Open sides of stairs with a total rise of more than 30 inches above the floor or grade below shall have guards not less than 34 inches in height measured vertically from the nosing of the stair tread.

(4) Acceptability criteria. Acceptability criteria are the same as performance and structural requirements.

Sec. 10-408 Natural Light, Natural Ventilation and Mechanical Ventilation.

(A) Performance requirements.

(1) Natural light. All habitable rooms within a dwelling unit or rooming unit shall be provided with natural light means of exterior glazed openings with a minimum area 8% of the floor area. All bathrooms, water closet compartments, laundry rooms and similar rooms shall comply with the habitable space requirements.

(2) Natural ventilation. All habitable rooms within a dwelling unit or rooming unit shall be provided with natural ventilation by means of openable exterior openings with minimum area of 8% of the floor area.

(3) Ventilation. In lieu of required exterior openings for natural ventilation, a mechanical ventilation system may be provided. Such system shall be capable of providing two air exchanges per hour in all habitable rooms. One-fifth of the air supply shall be taken from the outside. In bathrooms, water closet compartments, laundry rooms and similar rooms, a mechanical ventilation system connected directly to the outside, capable of providing five air exchanges per hour, shall be provided.

(B) Structural requirements.

(1) Maintenance. Every window or other device with an opening to the outdoor space which is capable of being used for ventilation purposes shall be maintained in good state of repair. This includes screens, if applicable.

(2) Doors. Every door opening directly from a dwelling unit or rooming unit to the outdoor space shall fit reasonably tightly within its frame and shall be maintained in good order and a good state of repair.

(3) Additionally. Additional structural requirements are set out in divisions (A)(1) through (A)(3) above.

(C) Acceptability criteria. Every dwelling unit or rooming unit shall have natural light and natural ventilation. Mechanical ventilation may be substituted in lieu of natural ventilation. Exterior openings or mechanical systems shall be maintained in good working condition to ensure an appropriate climate for a healthy living environment.

Sec. 10-409 Mechanical Equipment.

(A) Performance requirements.

(1) Heating. Every dwelling and rooming unit shall have heating facilities which are properly installed and are capable safely and of adequately heating all habitable rooms, bathrooms and toilet rooms locate therein to a temperature of at least 68 degrees Fahrenheit (19 degrees Celsius) at a distance of three feet above the floor level at all times. The heating facilities shall be so designed and equipped that heat, as specified in this division (A), is available for all dwelling units.

(2) Heat venting. Every fuel-burning heating unit or water heater shall be effectively vented in a safe manner to a chimney or duct leading to the exterior of the building. The chimney or duct shall be of such design as to ensure proper draft and shall be adequately supported.

(3) Heat location. Every central heating unit, space heater, water heater and cooling appliance shall be located and installed in such a manner as to afford reasonable protection against involvement of egress facilities or egress routes in the event of uncontrolled fire in the structure.

(4) Heat location. No fuel-burning furnace or water heater shall be located within any sleeping room or bathroom unless there is adequate combustion air, an automatic shut off is provided and the continued operation of the furnace or water heater poses no threat to the occupants, as determined by the city's Mechanical Inspector.

(5) Heat controls. Every steam or hot water boiler and every water heater shall be protected against overheating by appropriate automatic pressure and temperature limit controls.

(6) Heat devices. Every fuel-burning space-heating unit and water heater shall be equipped with an electronic ignition device or with a pilot light and a control to interrupt the flow of fuel to the unit in the event of failure of the ignition device.

(B) Structural requirements.

(1) Maintenance. Such equipment shall be installed and maintained in a safe condition and in accordance with applicable codes and manufacturers' specifications.

(2) American Gas Association provisions. Provisions of the American Gas Association shall apply to the installation of gas and associated equipment.

(C) Acceptability criteria. Acceptability criteria are the same as performance and structural requirements. All heating devices or appliances shall be of approved type. Unvented room heaters which burn gas, oil or kerosene are unacceptable.

Sec. 10-410 Electrical Equipment.

(A) Performance requirements. Each room shall have adequate electrical equipment to permit normal indoor activities and to support the health and safety of occupants. Sufficient electrical sources shall be provided to permit use of essential electrical appliances while ensuring safety from fire or electrical failure.

(B) Structural requirements.

(1) Electrical lighting.

(a) Every habitable room and bathroom shall contain at least one wall switch and electrical light fixture. In rooms other than kitchen, one or more electrical receptacles controlled by wall switches may be permitted.

(b) All non-habitable rooms such as furnace rooms, utility rooms, hallways, stairways, exterior and interior entrances and attached garages shall be provided with an electrically operable light fixture to illuminate such areas.

(c) Cellars, basements, attics and crawl spaces containing service equipment or used for storage purposes shall contain an electric fixture for illumination of facilitate checking, servicing and general personal safety.

(d) Hallways, interior and exterior stairways and interior and exterior entrances may be provided with automatically controlled electrical lighting if manual electrical switching is provided. Switches shall be provided at both ingress and egress areas to provide safe unobstructed use of such areas.

(2) Electric convenience outlets.

(a) Every habitable room shall contain at least two double electric convenience outlets.

(b) Every bathroom and kitchen where the receptacles are installed to serve the countertop surfaces shall be provided with approved ground fault interrupter circuit.

(c) Other non-habitable rooms shall be provided with electrical convenience outlets as required for use.

(3) Maximum overcurrent protection. Maximum overcurrent protection of branch circuits is 15 amperes, except that laundry room, kitchen and dining room outlets when provided with No. 12 A.W.G. or larger, shall be in accordance with the Electrical Code of the city.

(4) Identification. Overcurrent devices shall be identified on the panel as to the circuits they protect.

(5) Service entrance conductors. Service entrance conductors shall be properly installed with a main disconnect and overcurrent protection. The main disconnect shall be located as near as possible to the service entrance. The service shall be properly grounded by continuous copper conductor to the street side of the water meter and bonded across the water meter to the house side. Units without city-supplied water shall have grounding by proper connection to the grounding rod.

(6) Ready access. All occupants shall have ready access to all overcurrent devices supplying their respective areas.

(C) Acceptability criteria. Acceptability criteria are the same as performance and structural requirements.

Sec. 10-411 Interior Air Quality.

(A) Performance requirements. The dwelling unit shall be free from pollutants in the air at levels which threaten the health of the occupants.

(B) Structural requirements. Structural requirements shall be provided in 10-409(B)(1) of this chapter, pertaining to thermal environment.

(C) Acceptability criteria. The dwelling unit shall be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas dust and other harmful air pollutants. Air circulation shall be adequate throughout the unit.

Sec. 10-412 Potable Water Supply.

(A) Performance requirements. The water supply shall be free from contamination.

(B) Structural requirements.

(1) Generally. The provisions of the city's Plumbing Code shall apply to the water supply.

(2) Required water heating facilities. Every kitchen sink, bath and lavatory basin required in accordance with the

provisions of this chapter shall be properly connected with supplied water heating facilities. Every water heating facility shall be properly connected and shall be capable of heating water to such temperature as to permit an adequate amount of water to be drawn on every kitchen sink and lavatory basin required at a temperature of not less than 120 degrees Fahrenheit (43 degrees Celsius).

(C) Acceptability criteria. The unit shall be served by an approved public or private sanitary water supply. Water heating facilities shall meet requirements stated in division (B)(2) above.

(A) Performance requirements.

(1) Window coverings. Every window in rooms used for sleeping purposes in rooming units and furnished dwelling units shall be supplied with shades, draperies or other devices or materials which, when properly used, will afford privacy to the occupants. (Blankets, plastic, aluminum foil, sheets and other type of materials shall be prohibited.)

(2) Window hardware. Every window in rooms used for sleeping purposes in unfurnished dwelling units shall be supplied with hardware necessary to support shades, draperies or other devices or materials which, when properly used, will afford privacy to the occupants. (Blankets, plastic, aluminum foil, sheets and other type of materials shall be prohibited.)

(B) Structural requirements. Structural requirements are the same as performance requirements.

(C) Acceptability criteria. Acceptability criteria are the same as performance requirements.

Sec. 10-414 Structure and Materials.

(A) Performance requirements. The dwelling unit shall be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the occupants from the environment.

(B) Structural requirements.

(1) Generally. Structural requirements shall be as provided in 10-419 of this chapter.

(2) Lead-based paints. The dwelling unit shall be compliance with Housing and Urban Development lead-based paint regulations, 24 C.F.R. part 35, issued pursuant to the Lead-Based Paint Poisoning Prevention Action, 42 U.S.C. S 4801, and the owner shall provide a certification that the dwelling is in accordance with such Housing and Urban Development regulations. If the property was constructed prior to 1950, the residents, upon occupancy, shall be furnished the notice required under the Housing and Urban Development lead-based paint regulations, and procedures regarding the hazards of lead-based poisoning, the symptoms and treatment of lead poisoning and the precautions to be taken against lead poisoning.

(C) Acceptability criteria. Ceilings, walls and floors shall not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling or noticeable movement under walking stress, missing parts or other serious damage. The roof structure shall be firm and the roof shall be weather-tight. The exterior wall structure and exterior wall surface shall not have any serious defects as serious leaning, buckling, sagging, cracks, holes, loose siding or other serious damage. The condition and equipment of interior and exterior stairways, halls, porches, walkways and the like shall be such as not to present danger or tripping or falling. Elevators shall be maintained in safe and operating condition. In the case of a mobile home, the home shall be securely anchored by a tie-down device which distributes and transfers the loads imposed by the unit to appropriate ground anchors so as to resist wind forces and prevent mobile home from overturning and sliding.

Sec. 10-415 Site and Neighborhood.

This section shall comply with Chapter 10 of this Code of Ordinances for the City of Webster City.

(A) Performance requirements. The site shall be reasonably free from disturbing noises and reverberations and hazards to the health, safety and general welfare of the occupants of the neighborhood.

(B) Structural requirements.

(1) Buildings should be maintained so as not to present a deteriorated condition indicating a blighted area.

(2) The site should be free of trash and maintained in conformance with accepted standards within the neighborhood. Parking should be organized and parking rules shall be enforced. Garbage receiving areas shall be maintained and kept clean and shall not provide access to rodent infestation or fire hazards.

(C) Acceptability criteria. The site shall not be subject to serious adverse environmental conditions, natural or human-made, such as dangerous sidewalks, steps poor drainage, septic tank backup, sewage hazards, mudslides, dust and smoke, excessive accumulation of trash, vermin or rodent infestation or fire hazards.

Sec. 10-416 Occupancy Standards.

(A) Performance requirements. No occupant shall allow the occupancy of any dwelling unit or rooming unit within which he or she lives to violate the occupancy standards outlined in this chapter pertaining to occupant's responsibilities.

(B) Owner's responsibility. No owner shall knowingly allow the occupancy of any dwelling unit which does not then have a valid rental housing occupancy permit in effect.

(C) Occupancy permit. No person shall occupy, nor shall the owner allow the occupancy of, any dwelling unit which does not then have a valid rental housing occupancy permit in effect.

(D) Structural requirements. Structural requirements are provided in 10-403 of this chapter.

(E) Acceptability requirements. Acceptability criteria are the same as performance and structural requirements.

Sec. 10-417 Owner Responsibilities.

(A) Generally. The owner's responsibilities under this chapter are as set out in this section.

(B) Maintenance of structure.

(1) Sound condition. Every foundation, roof, floor, wall, ceiling, stair, step, elevator, handrail, porch, guardrail, sidewalk and appurtenance thereto shall be maintained in a safe and sound condition and shall be capable of supporting the loads that normal use may cause to be placed thereon.

(2) Weather-proof. Every foundation, floor exterior wall, interior door, window and roof shall be maintained in a reasonably weather-tight, water-tight, rodent-proof and insect-proof condition.

(3) Doors/windows. Every door and window, to include all hardware associated with every door and window, shall be maintained in good and functional condition and shall be capable of providing privacy.

(4) Interior. Every interior partition, wall, floor, ceiling and other interior surface shall be maintained so as to permit it to be kept in a clean and sanitary condition and, where appropriate, shall be capable of providing privacy.

(C) Maintenance of accessory structures. Every foundation, exterior wall, roof, window, exterior door and appurtenance of every accessory structure shall be so maintained as to prevent the structure from becoming a harborage for rats, or other vermin and shall be maintained in a reasonably water-tight, structurally-sound condition capable of withstanding imposing wind and snow loads.

(D) Drainage.

(1) Rainwater drainage. Rainwater shall be directed away from the building so as to prevent water damage to structure.

(2) Grading and drainage. Every premise shall be graded so no stagnant water will accumulate or stand thereon,

(3) Exception. This section shall not affect the existence or maintenance of approved storm water detention systems.

(E) Chimneys. Every chimney shall be adequately supported and maintained in a reasonable good state of repair.

(F) Protection of wood exterior surfaces.

(1) Generally. All exterior wood surfaces of a dwelling and its accessory structures, porches and similar appurtenances shall be protected from the elements against decay by non-lead paint or other approved protective covering.

(2) Exception. Any exterior wood surface comprised of a type of species of wood which resists or which has been treated to resist decay and infestation shall be exempted from the requirement of division (F)(1) above when approved by the Inspector.

(G) Egress from structure. Every means of egress shall be maintained in good condition and shall be free from obstruction at all times.

(H) Hanging screens and storm windows. The owner or operator of the premises shall be responsible for hanging all screens and storm windows, except when there is a written agreement between the owner and the occupant to the contrary. Any such agreement shall be available to the Inspector during the inspection of the dwelling. Screens shall be provided no later than May 1 of each year and storm windows shall be provided no later than November 1 of each year.

(I) Electrical system. The electrical system of every dwelling or accessory building shall not, by reason of overloading, dilapidation, lack of insulation, improper fusing or for any other cause, expose the occupants to hazards of electrical shock. The owner should allow tenant access to fusing and electrical disconnect means.

(J) Maintenance of plumbing fixtures. Every plumbing fixture and water and waste pipe shall be maintained in a good and sanitary working condition. Water pressure shall be adequate to permit proper flow of water from all open outlets at all times, except during maintenance and repair.

(K) Maintenance of gas appliances and facilities.

(1) Gas piping. Every gas pipe shall be sound and tightly put together and shall be free of leaks, corrosion and obstruction causing reduced pressure or volume.

(2) Gas pressure. Gas pressure shall be adequate to permit a proper flow of gas from all open gas valves at all times, except during maintenance.

(L) Maintenance of heating and cooling facilities. The heating equipment of each dwelling shall be maintained in a good, safe working condition and shall be capable of heating all habitable rooms and bathrooms located therein to the minimum temperature required by this chapter. However, heating and cooling equipment shall not be required to be maintained in operational condition during what is considered to be the off-season periods.

(M) Floors. Every toilet room floor surface, bathroom floor surface and kitchen floor surface shall be maintained so as to permit them to be kept in a clean, dry and sanitary condition.

(N) Supplied facilities. No supplied facility shall be removed, shut off disconnected from any occupied dwelling unit or rooming unit, except for such temporary interruptions as may be necessary while actual repairs, replacement or alterations are being made, unless authorized by court order.

(O) Maintenance of sanitary facilities. All toilets, baths and lavatory basins shall be maintained in good working condition.

(P) Fire protection. All fire extinguishers and early warning fire safety systems shall be maintained in proper working order at all times. Smoke detectors shall be properly installed and maintained at all times. Anyone who fails to take immediate action to abate a hazard when notified by the code official shall be subject to citation.

(Q) Pest extermination. The owner or operator shall be responsible for extermination of pests when it is determined by the County Health Officer or his or her designated agent that the infestation is present in two or more dwelling units or rooming units within a dwelling.

(R) Units to be let only when clean and sanitary. No owner or operator shall permit occupancy of any vacant dwelling unit or rooming unit unless it is clean, sanitary and fit for human occupancy.

(S) Garbage disposal. Every owner or operator of a dwelling unit shall supply adequate facilities for

the disposal of garbage in compliance with this chapter.

(T) Occupancy control. A dwelling unit shall not contain more than one family or more than four unrelated persons.

(U) Cooking in rooming units. No owner or operator shall knowingly allow the use of cooking equipment within any rooming unit, except for specifically supplied kitchens or kitchenettes meeting the provisions in this chapter.

(V) Tornado shelter. In multi-dwelling units, the owner of a dwelling unit shall identify and maintain a tornado shelter for use by occupants of each dwelling unit. The owner shall post a notice in each dwelling unit indicating the location of this site in relation to the dwelling unit.

(W) Address numbers. New and existing buildings shall have approved address numbers, building numbers or approved identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be a minimum of four inches (102 mm) high with a minimum stroke width of one-half inch (12.7 mm).

Sec. 10-418 Cleanliness and Sanitation.

(A) General. The occupant of a dwelling unit or rooming unit shall keep in a clean, safe and sanitary condition that part of the dwelling, dwelling unit, rooming unit or premises thereof that he or she occupies and controls, to include the following:

- (1) Flooring. Every floor and floor covering shall be kept reasonably clean and sanitary.
- (2) Walls/ceilings. Every wall and ceiling shall be kept reasonably clean and free of dirt or greasy film.
- (3) Refuse storage. No dwelling unit shall be used for storage of refuse, except as provided in this chapter.
- (4) Outside areas. Outside areas shall comply with the city's nuisance codes.

(B) Plumbing fixtures. The occupant of a dwelling unit shall keep all plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the reasonable care, proper use and proper operation thereof.

(C) Extermination of pests. The occupant of a single-family dwelling shall be responsible for the extermination of any insects, rodents or other pests on the premises. The occupant of a dwelling containing two or more units or rooming units shall be responsible for such extermination within the unit occupied by him or her whenever the unit is the only one infested. However, whenever it is determined by the County Health Officer or his or her designated agent that infestation is caused by failure of the owner to maintain a dwelling in a reasonable rodent proof or insect proof condition, extermination shall be the responsibility of the owner.

(D) Storage and disposal of garbage. The occupant of a dwelling shall dispose rubbish, garbage and any other organic waste in a clean and sanitary manner by placing it in the supplied facilities or containers required by this chapter.

(E) Electrical wiring. The occupant of a dwelling unit or rooming unit shall use no temporary wiring or extension cords which run directly from portable electric fixtures to convenience outlets and which do not lie beneath floor coverings or extend through doorways, transoms or similar structural elements or are attached thereto. The occupant shall not knowingly overload the circuitry of the dwelling or rooming unit.

(F) Supplied facilities. The occupant of a dwelling unit shall keep all supplied fixtures and facilities therein in a clean and sanitary condition and shall be responsible for the reasonable care, proper use and proper operation thereof.

(G) Fire safety devices. The occupant shall not tamper with or disable any fire extinguisher or early warning protection device or system. All tenants listed on the dwelling unit's lease agreement shall be held responsible for any tampering or disabling within the unit and shall be subject to citation. Anyone who fails to take immediate action to abate a hazard when notified by the code official shall be subject to citation. The tenant along with the owner shall be responsible for the replacement of batteries in smoke

detectors and carbon monoxide detectors.

(H) Filing a complaint. In the event that a tenant files a complaint against his or her landlord to the Housing Inspector, the complaint must be in writing stating what the complaint is and must be signed and dated by the tenant.

Sec. 10-419 Substandard Rental Units.

(A) Generally. Any rental unit or portion thereof, including any dwelling unit, guestroom or suite of rooms, or the premises on which the unit is located, in which there exists any of the conditions listed in this section, to the extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof, shall be deemed and hereby is declared to be a substandard building.

(B) Substandard conditions. Substandard conditions shall include, but not be limited to, the following:

- (1) Lack of proper water closet, lavatory, bathtub or shower;
- (2) Lack of proper kitchen sink;
- (3) Lack of hot and cold running water to plumbing fixtures;
- (4) Lack of heating facilities;
- (5) Lack of or improper operations required ventilating equipment;
- (6) Lack of or minimum amounts of natural light and ventilation require by this chapter;
- (7) Room and space dimensions less than required by this chapter;
- (8) Lack of required electrical lighting;
- (9) Dampness of habitable rooms;
- (10) Infestation of insects, vermin or rodents as determined by the Health Officer;
- (11) General dilapidation or improper maintenance;
- (12) Lack of connection to the required sewage disposal system;
- (13) Lack of adequate garbage and rubbish storage and removal facilities as determined by the Health Officer;
and
- (14) Lack of valid minimum rental housing occupancy permit for the dwelling unit.

(C) Structural hazards. Structural hazards shall include, but not limited to, the following:

- (1) Deteriorating or inadequate foundations;
- (2) Defective or deteriorating flooring or floor supports;
- (3) Flooring or flooring supports of insufficient size to carry imposed loads with safety;
- (4) Members of wall, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration;
- (5) Members of walls, partitions or other vertical supports that are of insufficient size to carry imposed loads with safety;
- (6) Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration;
- (7) Members of ceiling, roofs, ceiling and roof supports or other horizontal members that are of insufficient size to carry imposed loads with safety;
- (8) Fireplaces or chimneys which list, bulge or settle due to material deterioration; and
- (9) Fireplaces or chimneys which are insufficient size or strength to carry imposed loads with safety.

(D) Hazardous wiring. Hazardous wiring shall include all wiring, except that which conformed with all applicable laws in effect at the time of installation and which has been maintained in good condition and is being used in a safe manner,

(E) Hazardous plumbing. Hazardous plumbing shall include all plumbing, except that which conformed with all applicable laws in effect at the time of installation and which has been maintained in good condition and which is free of cross connections and siphoning between fixtures.

(F) Hazardous mechanical equipment. Hazardous mechanical equipment shall include all mechanical equipment, including vents, except that which conformed with all applicable laws in effect at the time of installation and which has been maintained in good and safe condition.

(G) Faulty weather protection. Faulty weather protection shall include, but not be limited to, the following:

(1) Deteriorated, crumbling or loose plaster;

(2) Deteriorating or ineffective water-proofing of exterior walls, roofs, foundations or floors, including broken windows or doors;

(3) Defective weather protection or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering; and

(4) Broken, rotted, split or buckled exterior wall coverings or roof.

(H) Fire hazards. Any building or portion thereof, device, apparatus, equipment, combustible waste or vegetation which, in the opinion of the Chief of Fire Department or his or her designee, is in such condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause shall be deemed a fire hazards.

(I) Faulty materials of construction. Faulty materials of construction shall include all materials of construction, except those which are specifically allowed or approved by this chapter and the building code, and which have been adequately maintained in good and safe condition.

(J) Hazardous or unsanitary premises. Hazardous or unsanitary premises shall include those premises on which an accumulation or weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rat harborages, stagnant water, combustible materials and similar materials or conditions constitute fire health or safety hazards.

(K) Inadequate maintenance. Any building or portion thereof which is determined to be an unsafe building in accordance with the Building Code of the city shall be deemed to be inadequately maintained.

(L) Inadequate exits. All buildings or portion thereof not provided with adequate exit facilities as required by this chapter shall be deemed to have inadequate exits. When an unsafe condition exists through lack of or improper location of exits, additional exits may be required to be installed.

(M) Inadequate fire-resistive construction or firefighting equipment.

(1) Fire-resistive. All buildings or portion thereof which are not provided with the fire-resistive construction required by this chapter shall be deemed to have inadequate fire-resistive construction, except those buildings or portions thereof which the owner proves by clear satisfactory and convincing evidence:

(a) Conformed with all applicable laws at the time of their construction, conversion to rental dwelling unit status and increase in number of rental dwelling units; and

(b) Whose fire-resistive construction has been adequately maintained and improved with any increase in number of dwelling units or occupant load, and with any alteration, addition or change in occupancy.

(2) Deemed inadequate. All buildings or portions thereof which are not provided with the fire extinguishing system or equipment required by this chapter shall be deemed to have inadequate fire extinguishing systems or equipment.

(N) Improper occupancy. Improper occupancy shall include any occupancy of a building or portion thereof occupied for living, sleeping, cooking or dining purposes which was not designed or intended to be used for such occupancy. Improper occupancy shall also include the occupancy of, or allowing the occupancy of, any

dwelling unit for which there is not in effect a valid and current minimum rental housing occupancy permit or a valid and current registration receipt with respect to said dwelling.

Sec. 10-420 Crime-Free Multi-Housing Program Participation.

(A) Participation in the Crime-Free Housing Program is required for all residential property owners who own, operate or manage residential rental properties with four or more units.

(B) The provisions of this subchapter are supplementary and complementary to other provisions of this code and applicable laws. Nothing in this subchapter may be construed to limit any existing right of the city to abate nuisances or to enforce any provisions of applicable law, statute or this code, including provisions of uniform codes adopted by reference in this code.

Sec. 10-421 Program Requirements.

(A) Crime-free lease addendum.

(1) All residential rental property owner with four or more rental units, entering into leases regarding residential rental property shall utilize the crime-free lease addendum provided by the city. Property owners shall advise prospective tenants of the required crime-free lease addendum prior to entering into any lease or rental agreement.

(2) The crime free lease addendum shall make criminal activity a lease violation and will specify that criminal activity is not limited to violent criminal activity or drug-related criminal activity engaged in by, facilitated by, or permitted by the tenant, a member of the household, a guest or any party under the control of the tenant. The property owner shall take all reasonable action to enforce the terms of the crime-free housing addendum, including eviction of the tenant in violation pursuant to the requirements of state law.

(3) It shall constitute a violation of this subchapter for any residential rental property owner to knowingly permit any tenant to occupy any residential rental property without entering into a crime-free lease addendum or to occupy any residential rental property in violation of any provision of the crime-free lease addendum required under this section. Any failure to include a crime-free lease addendum or similar approved language may result in penalty as set forth in division (F) of this section.

(B) Training. All residential rental property owners with four or more rental units, shall have successfully completed mandatory crime-free management training, administered or certified by the city, prior to issuance of occupancy permits. Recertification training will be required of all residential rental property owners every three years.

(C) Property contacts information. The residential rental property owner shall provide the city with emergency contacts for each rental property, who can provide the names of the residents in each unit and has authority to make decisions with respect to the property.

(D) Tenant background checks. All residential rental property owners with four or more rental units shall check the criminal background of all perspective tenants through a screening program approved by the Police Department. Copies of the completed background check must be retained in the tenant's files and made available to the city upon request.

(E) Chronic law enforcement issues. Residential rental property owners with fewer than four rental units will be subject to program requirements of this subchapter only if the rental unit(s) experience chronic law enforcement issues. In the event of chronic law enforcement issues, property owners shall remain subject to program requirements for a period of 24 months violation free, following the latest founded incident. Chronic law enforcement issues are unit specific, with occupants therein and defined as:

- (1) One or more Founded Level 1 Violations as defined in 10-423(A)(2)(a) of this subchapter within a 12-month period.
- (2) Two or more Founded Level 2 Violations as defined in 10-423(A)(2)(b) of this subchapter within a 12-month period.

(3) Three or more Founded Level 3 Violations as defined in 10-430(A)(2)(c) of this subchapter within a 12-month period.

(F) Enforcement/penalties.

(1) Notice. Whenever the city determines that a violation of this section exists, the city shall give notice of violation and an order to correct to the property owner. The notice shall be in writing and shall describe with reasonable detail the violation(s) so that the property owner has the opportunity to correct said violation.

(2) Violation. Any person who fails to comply with any provisions of this subchapter after receiving written notice of the violations(s) and being given a reasonable opportunity to correct such violations(s) shall be deemed to be in violation of this subchapter.

(3) Penalty. Any property owner violating any provision of this subchapter or other applicable code or regulation with regard to the Crime-Free Multi-Housing Program shall be subject to a fine as set forth for each offense. A separate offense shall be deemed committed on each day a violation occurs or continues to exist. Permit renewals will not be approved unless all outstanding penalties are paid in full.

(4) Suspension/revocation. Any failure of an owner to take reasonable action enforce the terms of the crime-free lease addendum after having been notified by the city of activity or conduct occurring on the residential rental property in violation of the addendum, and after having been given a reasonable opportunity to remedy such activity or conduct, shall be sufficient grounds for the suspension of his or her residential rental permit for a period of up to 90 days. Repeated suspensions may be grounds for revocation. The property owner shall have the right to appeal any suspension as set forth in this subchapter.

Sec. 10-422 Requirements; Public Nuisance Property.

(A) It shall be the responsibility of the owner of each dwelling unit that is subject to the provisions of this subchapter assure that the use and occupancy of such dwelling unit does not unreasonably interfere with or adversely affect the rights of nearby residents to the quiet enjoyment of their property, and does not disturb the health, safety, comfort or general welfare of the occupants of surrounding properties.

(B) Any use or occupancy, or allowing the use or occupancy, of any dwelling unit subject to the provisions of this subchapter in violation of the requirements of division (A) above shall constitute a public nuisance as defined in 10-430.

(C) Failure of the owner to comply with the requirements of this section with respect to any dwelling unit owned by the owner shall be grounds for the assessment of infraction points covering such dwelling unit as provided in 10-430 of this subchapter.

Sec. 10-423 Assessment of Infraction Points.

(A) Founded complaint of violations.

(1) In addition to the possibility of the issuance of a municipal infraction, the owner of any dwelling unit subject to provisions of this subchapter at which a founded complaint of a violation of any of the following provisions of this code occurs shall be assessed infraction points, in accordance with the following schedule:

(2) Nuisance property. A property shall be deemed a nuisance property upon a determination by the city that any one or more of the following is true with respect to the property:

(a) Level 1 Violation. One or more founded calls for service have been made concerning the following nuisance activities at or within 1,000 feet of the property within a period of 12 consecutive months, whether committed by a resident, guest(s) or other person(s) under the resident's control:

1. Manufacture, delivery or possession of a controlled substance in violation of Iowa Code Chapter 124:
2. Kidnapping as defined in Iowa Code Chapter 710:

3. Arson as defined in Iowa Code Chapter 712;
4. Burglary as defined in Iowa Code Chapter 713;
5. Robbery as defined in Iowa Code Chapter 711;
6. Sex abuse as defined in Iowa Code Chapter 709;
7. Intimidation with a dangerous weapon as defined in Iowa Code Section 708.6;
8. Willful injury as defined in Iowa Code Section 708.4;
9. Sexual exploitation of a minor in violation of Iowa Code Section 728.12;
10. Felony gambling in violation of Iowa Code Chapter 725.7;
11. Felony criminal mischief as defined in Iowa Code Chapter 716;
12. Animal contests in violation of Iowa Code Chapter 717D;
13. Possessing or carrying a dangerous weapon as defined in Iowa Code Section 724;
14. Riot as defined in Iowa Code Section 723.1;
15. Prostitution as defined in Iowa Code Chapter 725;
16. Sex offender registry violations as defined in Iowa Code Chapter 692A;
17. Owning, keeping or harboring a dangerous animal as defined in Webster City Municipal Code 8-1 prohibited by 8-41 thereof.

(b) Level 2 Violation. Two or more founded calls for service have been made concerning the following nuisance activities at or within 1,000 feet of the property within a period of 12 consecutive months, whether committed by a resident, guest(s) or other person(s) under the resident's control:

1. Serious or aggravated misdemeanor criminal mischief as defined in Iowa Code Chapter 716;
2. Serious or aggravated misdemeanor assault as defined in Iowa Code Chapter 708;
3. Serious or aggravated misdemeanor theft as defined in Iowa Code Chapter 714;
4. Misdemeanor gambling as defined in Iowa Code Chapter 725;
5. False imprisonment as defined in Iowa Code Section 710.7;
6. Unlawful discharge of any device in violation of 34-123 and Chapter 34 of the Webster City Municipal Code;
7. Engaging in conduct prohibited by Chapter 32 of the Webster City Municipal Code concerning houses of ill fame;
8. Failure to disperse from an unlawful assembly as defined in Iowa Code §723.3.

(c) Level 3 Violation. Three or more founded calls for service have been made concerning the following nuisance activities at or within 1,000 feet of the property within a period of 12 consecutive months, whether committed by a resident, guest(s) or other person(s) under the resident's control:

1. Unlawful assembly in violation of Iowa Code §723.2;
2. Simple misdemeanor assault in violation of Iowa Code Chapter 708;
3. Owning, keeping, harboring or knowingly permitting an animal to create such noise as to constitute a violation of 8-32 of the Webster City Municipal Code;
4. Disturbing the peace in violation of Webster City Municipal Code 34-23;
5. Consumption or intoxication in public places in violation of Iowa Code §123.46;
6. Disorderly conduct in violation of Iowa Code §723.4;
7. Persons under legal age in violation of Iowa Code §123.47;

8. Making, continuing or causing the making or continuance of a noise disturbance as limited by Webster City Municipal Code Chapter 34;
9. False reports or communications to public safety entities in violation of Iowa Code §718.6;
10. Violation of any other general provisions not specifically listed, but prohibited Chapter 1 “General Provisions” of the Webster City Municipal Code;
11. Violation of any public nuisance not specifically listed, but prohibited in Chapter 32 “Public Nuisances” of the Webster City Municipal Code.

Notwithstanding the foregoing, Chapter 10, shall not apply to calls for service made by a caller seeking law enforcement assistance or other emergency assistance for a victim of crime or abuse, or seeking law enforcement.

Sec. 10-424 Violations.

Rental properties and/or rental units that fail to comply with this chapter, including but not limited to failure to register a property, shall be referred to the City of Webster City Community Development Department and the Webster City City Attorney for prosecution as a municipal infraction. Failure to comply with this chapter may result in the revocation of a certificate of occupancy, revocation of a rental occupancy permit, and/or a requirement to vacate the property.

Sec. 10-425 Appeals and Variances.

Any person affected by any written notice or order issued under the provisions of this subchapter may appeal such notice or order to the Webster City Board of Appeals pursuant to 10-420.

Sec. 10-426 Appeal.

Any person affected by any written notice or order issued under the provisions of this chapter may appeal such notice or order to the Webster City Board of Appeals and shall be filed in accordance with the Rental Housing Inspection Administrative Policy. The person filing the appeal shall be required to pay a fee for the processing of the appeal in such amount as determined by resolution of the City Council.

- (A) The appeal may request that the notice or order be modified or revoked, or that a variance be granted.

Sec. 10-427 Variances.

In the case of appeals requesting a variance, the Board may grant a reasonable variance in a specific case and from a specific provision of this chapter, subject, however, to appropriate conditions; and, provided that, the Board makes specific findings of fact based on the evidence presented on the record as a whole, that the following factors have been established by the required standard of proof:

- (A) There are practical difficulties or unnecessary hardships in carrying out the strict letter of the notice or order;

(B) Due to the particular circumstances presented, the effect of the application of the provisions of this chapter would be arbitrary in the specific case;

(C) An extension of time to bring the property into compliance with the provisions of this chapter would not constitute an appropriate remedy for this practical difficulties or unnecessary hardships in this arbitrary effect;

(D) Such a variance is in harmony with the general purpose and intent of this chapter in securing the public health, safety and general welfare;

- (E) The granting of such variance will not render the structure unsafe for habitation; and

(F) The structure benefitted by the variance conformed with all applicable provisions of this Code of Ordinances, including, but not limited to, zoning provisions, at each of the following times:

- (1) At time of construction;
- (2) At the time of its conversion to rental dwelling status; and
- (3) At the time of any increase in number of rental dwelling units in the structure.

Sec. 10-428 Open Meetings.

Hearings conducted under this section shall be open to the public during the presentation of testimony and other evidence and during any argument or discussion the Board may permit. Upon completion of the submission of evidence, the Board shall make findings and determination based upon thereon. The Board may request assistance from the City Attorney’s office in formalizing its findings and determinations, which shall be issued in written form. Findings and determination shall be made no later than 30 days after the hearing.

Sec. 10-429 Appeal of Decision.

The party who is appealing or the city may appeal the decision of the Board to a court of competent jurisdiction within 30 days of the date of the decision of the Board. If the decision of the Board is not appealed, it shall become final.

Sec. 10-430 Recorded.

Variances issued by the Board shall be recorded in the city’s official building file for the property.

Sec. 10-431 Municipal Infraction Appeal.

A municipal infraction citation that is issued to any person for a violation of any provisions of this chapter shall not be the subject of an appeal or a request for a variance under this section. All municipal infraction citations shall be governed by the provisions of this Code of Ordinances and by Iowa Code §364.22.

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

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

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

Passed and adopted this ____ day of _____, 2024.

CITY OF WEBSTER CITY, IOWA

John Hawkins, Mayor

ATTEST:

Karyl K. Bonjour, City Clerk

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



GROVES & CHIZEK LAW OFFICE

Zachary S. Chizek
zach@groveslaw.net

Gary J. Groves
gary@groveslaw.net

Raphael M. Montag
raph@groveslaw.net

December 11, 2024

TO: Members of the City Council
RE: Summary of Professional Services for November 2024.

Dear Council Members:

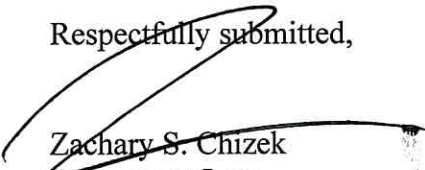
Outlined below is a summary of professional services I have provided for the City of Webster City as City Attorney for the month of November 2024. The main issues I addressed this past month were (a) preparation of development agreement with Habhab Construction for the demolition of 614 1st Street; (b) negotiated a revised wireline encroachment agreement with Union Pacific; and (c) handled the abandonment case for 906 Bell Avenue.

In regards to the development agreement with Habhab Construction for the demolition of 614 1st Street, I drafted the necessary agreement to facilitate Habhab Construction demoing the property by December 31, 2024. I believe said agreement has been signed and hopefully said property will be addressed shortly.

In regards to the wireline encroachment agreement with Union Pacific, as the City is undertaking the 69kv electrical transmission reconstruction project, the City needed to encroach on Union Pacific right of way in a slightly different path than the current line encroachment. City's engineer, in working with Union Pacific on said encroachment, was given a new agreement from Union Pacific, with among a number of new terms that we're not advantageous for the City, a fee of \$183,400. I was able to work with UP's representatives to come to terms, with UP agreeing to stick to their old agreement in place with the City, but also reducing the fee charged to the City to \$2,500.

In regards to 906 Bell Avenue, we had a hearing on this abandoned property and the City was again successful in obtaining title to said property. The necessary resolution to accept said property has been provided to City staff for Council's approval.

Respectfully submitted,


Zachary S. Chizek
Attorney at Law