

CITY OF STORY CITY

504 Broad Street
Story City, IA 50248
515.733.2121
www.cityofstorycity.org

1913 Herschell-Spillman Carousel

COUNCIL AGENDA **MONDAY, FEBRUARY 6, 2023 - 7:00 P.M.** **CITY HALL – SECOND FLOOR**

- I. CALL TO ORDER AND ROLL CALL, 7:00 P.M.
- II. APPROVE/AMEND THE AGENDA
- III. APPROVAL OF THE JANUARY 16, 2023 REGULAR MEETING AND JANUARY 30, 2023 WORK SESSION MINUTES
- IV. CITIZEN APPEARANCE:
 - A)
- V. PUBLIC HEARINGS:
 - A) Proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the Bertha Bartlett Public Library Phase 1 – Demolition of Tekippe Building Project
- VI. LEGAL ITEMS:
 - A) Ordinance No. 333 – An Ordinance Changing the Official Zoning Map of the City of Story City, Iowa by Changing the District Boundaries of the “A-1” and “C-1” Districts, Final Reading
 - B) Approve Kwik Trip/Star Site Plan
 - C) Resolution No. 23-11 – Finally Approving the Proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the Bertha Bartlett Public Library Phase 1 – Demolition of Tekippe Building Project.
 - D) Resolution No. 23-12 – Awarding Contract for the Bertha Bartlett Public Library Phase 1 – Demolition of Tekippe Building Project
 - E) Resolution No. 23-13 – Approving Loan Agreement and Authorizing Issuance of a \$50,000 General Obligation Equipment and Acquisition Note
 - F) Resolution No. 23-14 – Setting a Date for a Public Hearing on Proposal to Enter into a General Obligation Equipment Acquisition Loan Agreement and to Borrow Money Thereunder in a Principal Amount Not to Exceed \$50,000
 - G) Resolution No. 23-15 – Setting Forth a Proposal for the Sale of City Owned Real Estate and Setting a Public Hearing

- H) Resolution No. 23-16 – Approving an Agreement with Story County, Iowa, Pursuant to Chapter 28E of the Code of Iowa, Concerning Dispatching Services
- I) Resolution No. 23-17 – Adopting the Iowa Statewide Urban Design Standards for Public Improvements and the Iowa Statewide Urban Standard Specifications for Public Improvements Manuals
- J) Resolution No. 23-18 – Setting a Public Hearing on the Proposed Maximum Property Tax Dollars to Certify for Levy for the Fiscal Year 2023-24 Budget
- K) Resolution No. 23-19 – Authorizing the City of Story City to Submit an Application for Funding from the Federal Surface Transportation Block Grant Program to the Central Iowa Regional Transportation Planning Alliance for the Partial Funding for the Broad Street Reconstruction Phase 3 Project

VII. ADMINISTRATIVE ITEMS:

- A) Approve Engineering Services Agreement with CGA for Broad Street Reconstruction Phase 3 Project
- B) Request Authorization to Hire Jessica Lundy for Utility/Deputy Clerk Position
- C) Approve Proposed Salary/Wage Adjustments

VIII. PERMITS:

- A) Liquor:
 - 1. Casey's General Store – 1625 Broad St.

IX. MAYOR & CITY COUNCIL AGENDA ITEMS:

- A) Request for Simply Mae's Café – 601 Broad St. – for Outside Seating
- B) Sidewalk Improvement Applications:
 - 1. Dorothy Cobie – 1425 Prairie Dr
 - 2.
- C) Sewer Bill Adjustment – Jim & Sherry Keigan, 1007 Elm Ave
- D) Review Proposed Memorandum of Understanding with Fareway

X. APPROVAL OF BILLS AND CLAIMS

XI. MAYOR AND CITY COUNCIL COMMENTS REGARDING NON-AGENDA ITEMS

XII. ADJOURNMENT

STORY CITY, IOWA

January 16, 2023

Mayor Jensen called the council meeting to order on Tuesday, January 16, 2023, at 6:00 p.m. at City Hall.

Present: Mayor Jensen, Administrator Jackson
Council Members: Ostrem, Phillips, Solberg, O'Connor, Sporleder
Absent: Attorney Larson

Also Present: Shanon McKinley, GCC; Nicole Engelhardt, EDC, Matt Sporleder, Story City Chief of Police; Mike Wright, Story City Streets Superintendent; Joe Lucas, Story City Parks and Recreation Superintendent; Randy Martindale, Story City Water/Wastewater Superintendent

Motion by Sporleder, seconded by O'Connor, to approve the agenda.
Aye: Ostrem, Phillips, Solberg, O'Connor, Sporleder
Nay: None
Motion Carried.

Motion by Ostrem, seconded by Phillips, to approve the January 3, 2023 minutes.
Aye: Ostrem, Phillips, Solberg, O'Connor, Sporleder
Nay: None
Motion Carried.

LEGAL ITEMS

A) **RESOLUTION NO. 23-7 – APPROVING A WATER SERVICE TERRITORY TRANSFER AGREEMENT WITH IOWA REGIONAL UTILITIES ASSOCIATION AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SAME ON BEHALF OF THE CITY**

Motion by O'Connor, seconded by Sporleder, to approve Resolution No. 23-7 – Approving A Water Service Territory Transfer Agreement With Iowa Regional Utilities Association And Authorizing The Mayor And City Clerk To Execute The Same On Behalf Of The City

Aye: Ostrem, Phillips, Solberg, O'Connor, Sporleder
Nay: None
Motion Carried

B) **RESOLUTION NO. 23-8 – AMENDING THE GUIDELINES OF THE VOLUNTARY SIDEWALK IMPROVEMENT PROGRAM**

Motion by Sporleder, seconded by Solberg, to approve Amending the Guidelines of the Voluntary Sidewalk Improvement Program to increase the contribution to half of the cost of the repair or up to \$750.

Aye: Ostrem, Phillips, Solberg, O'Connor, Sporleder
Nay: None
Motion Carried

C) **RESOLUTION NO. 23-9 – TO PROVIDE FOR A NOTICE HEARING ON PROPOSED PLANS, SPECIFICATION, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE BALLFIELD IMPROVEMENT PROJECT, AND THE TAKING OF BIDS**

Motion by Phillips, seconded by Ostrem, to approve Resolution No. 23-9 – To Provide for a Notice of Hearing on Proposed Plans, Specifications, Form of Contract and Estimate of Cost for the Ballfield Improvements Project, and the Taking of Bids. Public hearing to be held on February 20, 2023

Aye: Ostrem, Phillips, Solberg, O'Connor, Sporleder

Nay: None

Motion Carried

D) **RESOLUTION NO. 23-10 – ACCEPTING WORK OF CONTRACTOR ON CITY HALL RENOVATIONS PROJECT**

Motion by Ostrem, seconded by Solberg, to approve Resolution No. 23-10 – Accepting Work of Contractor on City Hall Renovations Project

Aye: Ostrem, Phillips, Solberg, O'Connor, Sporleder

Nay: None

Motion Carried

E) **ORDINANCE NO. 333- AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF STORY CITY, IOWA BY CHANGING THE DISTRICT BOUNDARIES OF THE "A-1" AND "C-1" DISTRICTS, SECOND READING**

Motion by Sporleder, seconded by O'Connor, to approve An Ordinance Changing the Official Zoning Map of the City of Story City, Iowa by Changing the District Boundaries of the "A-1" and "C-1" Districts, Second Reading

Aye: Ostrem, Phillips, Solberg, O'Connor, Sporleder

Nay: None

Motion Carried

ADMINISTRATIVE ITEMS

A) Review Proposed Fiscal Year 2023-24 Budget

Each of the following Department superintendents: Joe Lucas, Superintendent of Parks and Recreation, Randy Martindale, Superintendent of Water/Wastewater; Mike Wright, Superintendent of Streets; and Matt Sporleder, Story City Chief of Police, presented an overview of upcoming budget expectations and expenses. Administrator Jackson presented information about revenues and the expenses expected in other areas of the budget.

No action taken by council.

B) Approve Construction Pay Applications and Change Orders:

1. Construction Pay Application No. 3 for the 2022 Water Main Improvement Project.

2. Construction Pay Application No. 8/Final for the City Hall Renovations Project

Motion by Solberg, seconded by Sporleder, to approve Construction Pay Application No. 3 for the 2022 Water Main Improvement Project for \$32,612.68 and Construction Pay Application No. 8/Final for the City Hall Renovations Project for \$22,489.84

Aye: Ostrem, Phillips, Solberg, O'Connor, Sporleder

Nay: None

Motion Carried

C) Request Authorization to Repair Wall and Paint Second Floor of City Hall

Motion by Ostrem, seconded by Sporleder, to approve Request Authorization to Repair Wall and Paint Second Floor of City Hall for a total of \$13,630.

Aye: Ostrem, Phillips, Solberg, O'Connor, Sporleder

Nay: None

Motion Carried

PERMITS

A) Liquor:

1. Kwik Trip/Star – 1704 Broad St.

Motion by Phillips, seconded by O'Connor, to approve Liquor Permit for Kwik Trip/Star – 1704 Broad St.

Aye: Ostrem, Phillips, Solberg, O'Connor, Sporleder

Nay: None

Motion Carried

MAYOR & CITY COUNCIL AGENDA ITEMS

A) Approve Change in Meeting Time for February 6, 2023 City Council Meeting from 6:00 p.m. to 7:00 p.m.

The Public Hearing scheduled for that date had previously been set for 7:00 p.m.

B) Schedule City Council Work Session for Monday, January 30, 2023 at 6:00 p.m.

Motion by Ostrem, seconded by Sporleder, to approve the Change in Meeting Time for February 6, 2023 City Council Meeting from 6:00 p.m. to 7:00 p.m. and to Schedule City Council Work Session for Monday, January 30, 2023 at 6:00 p.m.

Aye: Ostrem, Phillips, Solberg, O'Connor, Sporleder

Nay: None

Motion Carried

APPROVAL OF BILLS AND CLAIMS

Motion by Ostrem, seconded by Sporleder, to approve Payment of Bills and Claims.

Aye: Ostrem, Phillips, Solberg, O'Connor, and Sporleder

Nay: None

Motion Carried.

MAYOR AND CITY COUNCIL COMMENTS REGARDING NON-AGENDA ITEMS

- Administrator Jackson reported that Fareway and the EDC have continued negotiations regarding the terms of an agreement.
- Mayor Jensen created memorial information for Dr. Francis Kinne to be placed on a large rock

There being no further business before council, the meeting adjourned at 7:23 p.m.

ATTEST:

Heather Slifka, City Clerk

Mike Jensen, Mayor

Story City, Iowa

January 30, 2023

Mayor Jensen called the special council work session meeting to order on Monday, January 30, 2023 at 6 p.m. at City Hall.

Present: Mayor Jensen, Administrator Jackson
Council Members: Ostrem, Phillips, Solberg, O'Connor, and Sporleder
Absent: None

Also Present: Shanon McKinley, GCC; Nicole Engelhardt, Bart Clark, EDC; Chris Feil, Theresa Sens, Grant Reimers, Library Board; Dave Morris, Shelly Hart, Library Foundation; Kolleen Taylor, Library Director

Motion by O'Connor, seconded by Sporleder, to approve the agenda
Aye: Ostrem, Phillips, Solberg, O'Connor, and Sporleder
Nay: None
Motion Carried.

Review Proposed Memorandum of Understanding with Fareway:

Council was presented with a proposed draft of Memorandum of Understanding as prepared by the City's legal counsel. Council was favorable to presenting this Memorandum of Understanding to Fareway.

Bertha Bartlett Public Library Expansion Project:

Council and Library representatives discussed the project to determine the roles, processes, and scope, including estimated costs and funding secured to date, that will be in place as the project begins moving forward.

With no further business before council, the work session adjourned at 7:04 p.m.

ATTEST:

Heather Slifka, City Clerk

Mike Jensen, Mayor

SPACE ABOVE THIS LINE FOR RECORDER

DOCUMENT PREPARED BY: Mark A. Jackson, 504 Broad Street, Story City, Iowa, 50248,
(515) 733-2121

GRANTORS: City of Story City

GRANTEE: City of Story City

RETURN TO: City of Story City, City Hall, 504 Broad Street, Story City, Iowa 50248

ORDINANCE NO. 333

**AN ORDINANCE CHANGING THE OFFICIAL ZONING MAP OF THE CITY OF
STORY CITY, IOWA BY CHANGING THE DISTRICT BOUNDARIES OF THE "A-1"
AND "C-1" DISTRICTS**

BE IT ORDAINED BY THE CITY COUNCIL OF THE INCORPORATED CITY OF STORY
CITY, IOWA;

Section 1. That the official zoning map of the City of Story City, Iowa is hereby changed
by changing the district boundaries of the "C-1" to include the following described real estate,
which was previously zoned "A-1":

Lots three (3) and four (4), I-35 Business Park Subdivision, 2nd Addition,
Story City, Iowa.

Section 2. That all ordinances or parts of ordinances in conflict herewith are hereby
repealed.

Section 3. That this ordinance shall be in full force and effect from and after its adoption
by the City Council and publication thereof as provided by law.

PASSED, ADOPTED AND APPROVED this 6th day of February, 2023.

Mike Jensen, Mayor

ATTEST: _____
Heather Slifka, City Clerk

MINUTES RE: ORDINANCE 333:

The foregoing Ordinance No. 333 was considered for the first time by the City Council on January 3, 2023. The first reading was moved by Councilperson Sporleder, and seconded by Councilperson Solberg, and, on roll call, carried by an aye and nay vote of the Council, as follows:

AYE: Ostrem, Phillips, Solberg, O'Connor, and Sporleder

NAY: _____

ABSENT: _____

The ordinance was considered for the second time by the City Council on January 16, 2023. The second reading was moved by Councilperson Sporleder, and seconded by Councilperson O'Connor, and, on roll call, carried by an aye and nay vote of the Council, as follows:

AYE: Ostrem, Phillips, Solberg, O'Connor, and Sporleder

NAY: _____

ABSENT: _____

The ordinance was considered for the third and final time by the City Council on February 6, 2023. The third and final reading was moved by Councilperson _____, and seconded by Councilperson _____, and, on roll call, carried by an aye and nay vote of the Council, as follows:

AYE: _____

NAY: _____

ABSENT: _____

WHEREUPON, the Mayor declared Ordinance No. 333 duly passed and the title agreed upon this 6th day of February, 2023.

Mike Jensen, Mayor

ATTEST: _____
Heather Slifka, City Clerk

RESOLUTION NO. 23-11

Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the Bertha Bartlett Public Library Phase 1 - Demolition of Tekippe Building Project

WHEREAS, the City Council of the City of Story City, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed Bertha Bartlett Public Library Phase 1 - Demolition of Tekippe Building Project (the "Project"), as described in the notice of hearing on the Contract Documents for the Project; and

WHEREAS, a hearing has been held on the Contract Documents on February 6, 2023;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Story City, Iowa, as follows:

Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, and the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved February 6, 2023.

Mike Jensen, Mayor

Attest:

Heather Slifka, City Clerk

The Mayor announced that bids for the construction of the Bertha Bartlett Public Library Phase 1 - Demolition of Tekippe Building Project had been received before 2:00 p.m., on February 1, 2023, at the reception desk in City Hall, Story City, Iowa, and that on the same day, at the same time, at the same place, such bids had been opened and read, and that this was the time and place set for the consideration of such bids.

Thereupon, the results of the bidding were reported, and Emergent Architects (the "Project Architects") made their recommendations thereon to the City Council. The bids received for the construction of the Bertha Bartlett Public Library Phase 1 - Demolition of Tekippe Building Project are as follows:

<u>Name and Address of Bidder</u>	<u>Amount of Bid</u>
Earth Services & Abatement dba Iowa Demolition 1901 Easton Blvd Des Moines, IA 50316	\$48,500.00
Con-Struct 305 South Dayton Ave Ames, IA 50010	\$94,910.00

RESOLUTION NO. 23-12

Resolution awarding contract for the Bertha Bartlett Public Library Phase 1 - Demolition of Tekippe Building Project

WHEREAS, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Story City, Iowa, and as required by law, bids and proposals were received by this Council for the Bertha Bartlett Public Library Phase 1 - Demolition of Tekippe Building Project (the "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;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Story City, Iowa, as follows:

Section 1. The bid for the Project submitted by the following contractor is fully responsive to the plans and specifications for the Project, is heretofore approved by the City Council, and is the lowest responsible bid received, such bid being as follows:

<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
<u>Earth Services & Abatement</u>	<u>\$ 48,500.00</u>
<u>dba Iowa Demolition</u>	
<u>1901 Easton Blvd</u>	
<u>Des Moines, IA 50316</u>	

Section 2. The contract for the Project 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 3. The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with said contractor for the Project, said contract not to be binding until approved by resolution of this City Council.

Section 4. 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.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved February 6, 2023.

Mike Jensen, Mayor

Attest:

Heather Slifka, City Clerk

CITY OF STORY CITY

504 Broad Street
Story City, IA 50248

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1913 Herschell-Spillman Carousel

To: The Honorable Mayor & City Council

From: Mark A. Jackson, City Administrator

Re: Resolution Approving Loan Agreement for Vehicle/Equipment – Street Department and Resolution Setting a Public Hearing on Loan Agreement for Vehicle/Equipment Acquisition – Police and/or Street Departments

Date: February 6, 2023

Presented for Mayor and City Council consideration is Resolution No. 23-13 for the purpose of entering into a loan agreement and authorizing the issuance of a \$50,000 General Obligation Equipment and Acquisition Note. The City Council held a public hearing and approved a resolution at its February 21, 2022, meeting of its intent to enter into a loan agreement at a future date. This will be the same as had been done in previous years related to police or street vehicle/equipment purchases. The City received a loan (no interest, but a \$100 fee) from the bond for \$50,000 and it is deposited into the City's equipment replacement fund. The City issues a check for the same amount payable from the debt service fund to pay off the loan.

Presented for Mayor and City Council consideration is Resolution No. 23-14 for the purpose of setting a public hearing for February 20th regarding the City's intent to enter into a loan agreement in the amount of \$50,000 for the acquisition of a vehicle/equipment for the Police and/or Street Departments. The City will utilize the debt service levy for this purchase in the FY 2023-24 Budget.

RESOLUTION NO. 23-13

Resolution approving a Loan Agreement and authorizing issuance of a \$50,000
General Obligation Equipment Acquisition Note

WHEREAS, the City of Story City (the "City"), in Story County, State of Iowa, heretofore proposed to enter into a loan agreement (the "Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$50,000 for the purpose of paying the cost, to that extent, of acquiring vehicles and equipment for the municipal street department, and has published notice of the proposed action and has held a hearing thereon on February 21, 2022; and

WHEREAS, it is necessary at this time to authorize and approve the Loan Agreement and to make provision for the issuance of a General Obligation Equipment Acquisition Note (the "Note") in the amount of \$50,000, in evidence of the obligation of the City under the Loan Agreement;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Story City, Iowa, as follows:

Section 1. The City hereby determines to enter into the Loan Agreement with Reliance State Bank, Story City, Iowa, as lender (the "Lender"), providing for a loan to the City in the principal amount of \$50,000 for the purpose or purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 2. The Note is hereby authorized to be issued in the principal amount of \$50,000, shall be dated the date of its delivery to the Lender, and shall be payable in the manner hereinafter specified.

The City Clerk is hereby designated as the registrar and paying agent for the Note and may be hereinafter referred to as the "Registrar" or the "Paying Agent".

The Note bears interest at the rate of 0% per annum. The City will pay a transactional fee to the Lender in the amount of \$100 at closing of the Note issue.

The Note shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk and shall be a fully registered Note. In case any officer whose signature or the facsimile of whose signature appears on the Note shall cease to be such officer before the delivery of the Note, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Note shall be fully registered in the name of the owner on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof shall be made only to the registered owner or its legal representatives or assigns. The Note shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

Section 3. The Note shall be in substantially the following form:

(Form of Note)

UNITED STATES OF AMERICA
STATE OF IOWA
STORY COUNTY
CITY OF STORY CITY

GENERAL OBLIGATION EQUIPMENT ACQUISITION NOTE

No. 1 \$50,000

RATE	MATURITY DATE	NOTE DATE
0%	February 22, 2023	February 22, 2023

The City of Story City (the "City"), in Story County, State of Iowa, for value received, promises to pay in the manner hereinafter provided to

RELIANCE STATE BANK
Story City, Iowa

or registered assigns, the principal sum of FIFTY THOUSAND DOLLARS.

Principal of this Note is payable to the registered owner appearing on the registration books of the City maintained by the City Clerk (hereinafter referred to as the "Registrar" or the "Paying Agent") on the Maturity Date in lawful money of the United States of America.

This Note is issued by the City to evidence its obligation under a certain Loan Agreement, dated as of the date hereof (the "Loan Agreement") entered into by the City for the purpose of paying the cost, to that extent, of acquiring vehicles and equipment for the municipal street department.

This Note is issued pursuant to and in strict compliance with the provisions of Chapter 384 and Chapter 76 of the Code of Iowa, 2021, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of this Note (the "Resolution"), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of this Note and the rights of the owner of this Note.

This Note is fully negotiable but shall be fully registered in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Note to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Note were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of this Note as the same will become due; and that the total indebtedness of the City, including this Note, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Story City, Iowa, by its City Council, has caused this Note to be executed by its Mayor and attested by its City Clerk, as of February 22, 2023.

CITY OF STORY CITY, IOWA

By (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk

ABBREVIATIONS

The following abbreviations, when used in this Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	- as tenants in common	UTMA	<u>(Custodian)</u>
TEN ENT	- as tenants by the entireties	As Custodian for	<u>(Minor)</u>
JT TEN	- as joint tenants with right of survivorship and not as tenants in common	under Uniform Transfers to Minors Act	<u>(State)</u>

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Note to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Note on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Note in every particular, without alteration or enlargement or any change whatever.

Section 4. The Note shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the loan proceeds, and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved on February 6, 2023.

Mike Jensen, Mayor

Attest:

Heather Slifka, City Clerk

RESOLUTION NO. 23-14

Resolution setting the date for a public hearing on proposal to enter into a General Obligation Equipment Acquisition Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$50,000

WHEREAS, the City of Story City (the "City"), in Story County, State of Iowa, proposes to enter into a loan agreement (the "Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$50,000 for the purpose of paying the cost, to that extent, of acquiring vehicles and equipment for the police and/or street departments (the "Acquisition"), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Story City, Iowa, as follows:

Section 1. The City Council shall meet on February 20, 2023, at the City Hall – Second Floor, Story City, Iowa, at 6:00 o'clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement described in the preamble hereof.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

**NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$50,000**

(GENERAL OBLIGATION)

The City Council of the City of Story City, Iowa, will meet on February 20, 2023, at the City Hall – Second Floor, Story City, Iowa, at 6:00 o'clock p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a General Obligation Equipment Acquisition Loan Agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$50,000 for the purpose of paying the cost, to that extent, of acquiring vehicles and equipment for the police and/or street departments.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Story City, Iowa.

Heather Slifka
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Acquisition which is reasonably estimated to cost approximately \$50,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Acquisition have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved February 6, 2023.

Mike Jensen, Mayor

Attest:

Heather Slifka, City Clerk

The following resolution was offered by Councilperson _____,
who moved its adoption:

RESOLUTION NO. 23-15

A RESOLUTION SETTING FORTH A PROPOSAL FOR THE SALE OF CITY OWNED REAL ESTATE AND SETTING A PUBLIC HEARING THEREON.

WHEREAS, the City of Story City, Iowa (“ the City”) is the fee owner of real estate legally described as follows:

“Lot 2, I-35 Business Park Subdivision 4th Addition to Story City, Story County, Iowa.”

Hereinafter referred to as “the real estate”.

AND WHEREAS, the City is in receipt of an offer from B & L Properties, L.L.C. to purchase the real estate for the price of \$121,500.00.

AND WHEREAS, the City Council believes the proposed sale is on terms that are fair and commercially reasonable, and will be in the best interests of the City and its citizens, and should therefore be approved.

AND WHEREAS, it is necessary to set a public hearing on the proposed sale, as required by law.

NOW, THEREFORE, BE IT RESOLVED that a public hearing on the proposed sale, as required by Sections 364.7 and 362,3 of the Iowa Code, will be held in the Council Chambers at City Hall in Story City, Iowa, at 7:00 P.M. on the 20th day of February, 2023, and anyone interested may appear at said time and place and voice any objections they may have thereto.

BE IT FURTHER RESOLVED that the City Clerk shall cause Notice of said hearing to be published, as required by law.

This motion was seconded by Councilperson _____, and, upon roll call was carried by an aye and nay vote, as follows:

AYE: _____

NAY: _____

ABSENT: _____

WHEREUPON, the Mayor declared the Resolution duly adopted this 6th day of February, 2023.

Mike Jensen, Mayor

ATTEST: _____
Heather Slifka, City Clerk

**NOTICE OF PUBLIC HEARING ON A PROPOSED SALE OF REAL ESTATE
BY THE CITY OF STORY CITY, IOWA**

Notice is hereby given that the City of Story City, Iowa proposes to sell the following-described real estate to B & L Properties, L.L.C. for the price of \$121,500.00:

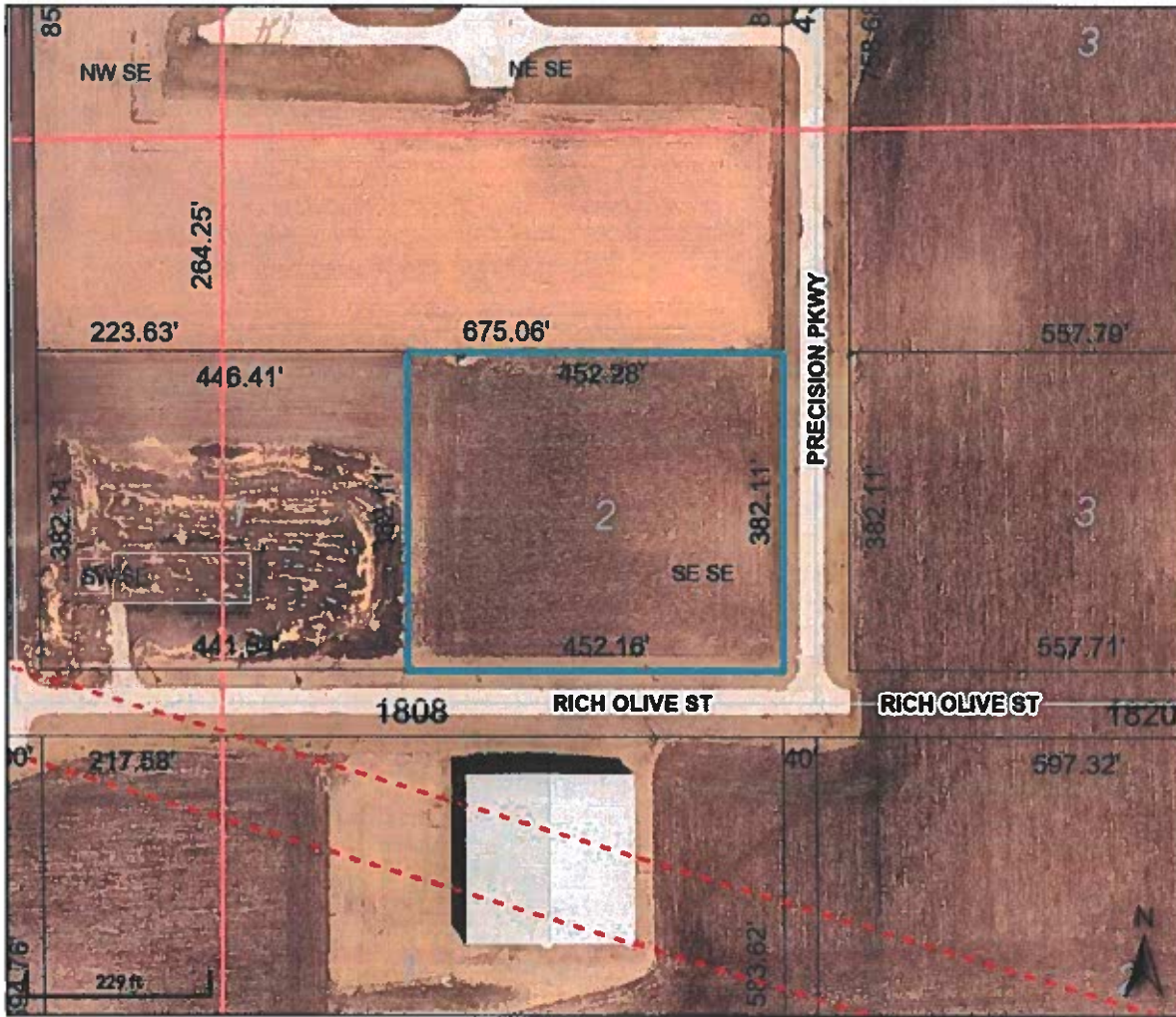
Lot 2, I-35 Business Park Subdivision Fourth Addition to Story City, Story County, Iowa.

Notice is further given that a hearing on said proposed sale will be held in the Council Chamber at City Hall in Story City, Iowa at 6:00 o'clock P. M. on the 20th day of February, 2023, and anyone interested may appear at said time and place and voice any objections thereto that they may have.

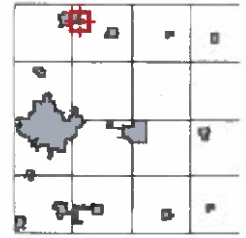
This Notice is published pursuant to a resolution passed by the City Council on the 6th day of February, 2023. For further particulars, see the Resolution on file in the office of the City Clerk of Story City, Iowa.

/s/: Mike Jensen, Mayor

/s/: Heather Slifka, City Clerk



Overview



Legend

- Parcels
- Lots
- Townships
- Sections
- Quarter Quarters
- Corporate Limits
- Road Centerlines

Parcel ID	0207480020	Alternate ID	0207480020	Owner Address	STORY CITY, CITY OF
Sec/Twp/Rng	07-85-23	Class	A - Agriculture		504 BROAD ST
Property Address		Acreage	3.97		STORY CITY, IA 50248-1134
District	14094 - STORY CITY AG/ROLAND-STORY SCH				
Brief Tax Description	I-35 BUSINESS PARK SD 4TH ADD LOT:2 STORY CITY				
	(Note: Not to be used on legal documents)				

Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:

The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

Date created: 1/30/2023
 Last Data Uploaded: 1/28/2023 12:28:43 AM

January 30, 2023

Mark Jackson, City Manager
City of Story City
504 Broad Street
Story City, IA 50248

Dear Mark,

My wife and I own B & L Properties. We are looking to purchase approximately 4 acres in the Story City I-35 business park. We are interested in purchasing the lot on the NW corner of Precision Parkway and Rich Olive Street. The brief legal description is I-35 Business Park Subdivision 4th Addition, Lot 2: Story City.

We are planning to put up a multi-tenant commercial building. Spaces inside the building will range from 5,000 sq ft to 10,000 sq ft. The basic design will be primarily warehouse space with a small office/bathroom. We are targeting small companies looking for storage space to operate out of as well as new companies trying to get to a "proof of concept" stage.

Sincerely,

A handwritten signature in black ink, appearing to read "Bart Clark", written in a cursive style.

Bart Clark, Manager
B & L Properties, L.L.C.

CITY OF STORY CITY

504 Broad Street
Story City, IA 50248
515.733.2121

www.cityofstorycity.org



1913 Herschell-Spillman Carousel

To: The Honorable Mayor and City Council
From: Mark A. Jackson, City Administrator *MAJ*
Re: Resolution No. 23-16 - Approving Agreement with
Story County for Dispatching Services
Date: February 6, 2023

Presented for City Council consideration is Resolution No. 23-16 for the purpose of approving an agreement with Story County for dispatching services.

The per capita rate will increase from \$6.43 to \$6.69 (4%) pursuant to section 1 of the Dispatching Services Contract which states that the per capita rate will automatically increase by four (4) percent or amount equal to the Consumer Price Index (7.7%) whichever is less.

The total cost for dispatching services in Fiscal Year 2023-24 will be \$22,424.88 or an increase of \$871.52.

The following resolution was offered by Councilperson _____, who moved its adoption.

RESOLUTION NO. 23-16

A RESOLUTION APPROVING AN AGREEMENT WITH STORY COUNTY, IOWA, PURSUANT TO CHAPTER 28E OF THE CODE OF IOWA, CONCERNING DISPATCHING SERVICES.

WHEREAS, the City of Story City, Iowa, and Story County, Iowa, have previously entered into an agreement for dispatching services, and

WHEREAS, an updated and amended dispatching services agreement has been prepared, and

WHEREAS, the City Council finds that it would be in the best interests of Story City and its citizens to enter into such an agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Story City, Iowa, hereby approves the Agreement, a copy of which is attached to this Resolution, and the Mayor and City Administrator are authorized and directed to execute same on behalf of the City.

This motion was seconded by Councilperson _____, and, upon roll call, was carried by an aye and nay vote, as follows:

AYE: _____

NAY: _____

ABSENT: _____

WHEREUPON, the Mayor declared the Resolution duly adopted this 6th day of February, 2023.

Mike Jensen, Mayor

ATTEST: _____
Heather Slifka, City Clerk

Prepared by Paul H. Fitzgerald, Story County Sheriff, 1315 S B Avenue, Nevada, Iowa 50201 PBX 515-382-6566

DISPATCHING SERVICES CONTRACT

THIS AGREEMENT is entered into this _____ day of _____, 2023, by and between Story County, Iowa, and the City of Story City, Iowa and is duly authorized by Chapter 28E of the Code of Iowa.

The City of Story City has no office wherein the police department may receive or dispatch telephone and radio messages on a 24 hour per day basis. Story City agrees to the following terms with the Story County Sheriff's Office:

1. This contractual agreement shall commence on the first day of July 2023 and shall continue for one (1) year ending on June 30, 2024. The per capita charge shall automatically increase by 4 percent or an amount equal to the U.S. Consumer Price Index for all Urban Consumers (CPI-U) for a 12 month period, to be reviewed each October, and increased the lesser amount. The new rate will begin on the first day of each July.
2. Story County shall be reimbursed by Story City for its dispatching services at a rate of \$6.69 per capita based on the 2020 census figure of 3,352; the annual fee is \$22,424.88. This fee shall be paid in equal quarterly installments to the Story County Sheriff's Office on July 1, October 1, January 1 and April 1.
3. The Sheriff of Story County and his deputies or duly designated representatives agree to receive in the Sheriff's Office or county jail, such telephone calls, teletype messages and radio messages as are directed to the Police Department and the Fire Department of the City of Story City and transmit the same to the officers of the respective departments.

The Sheriff of Story County and his deputies or duly designated representatives agree to receive or dispatch telephone, radio and teletype messages on a 24 hour per day basis in the Sheriff's Office or county jail as are directed to the Story City Wastewater Treatment Plant and transmit same to said department. The Sheriff's Office telephone number shall be included on the Automatic Dialing Alarm System for the Water Department and Wastewater Treatment Plant.

4. The Sheriff or Sheriff's Designee will provide the Story City Police Department with copies of teletype messages of general and specific interest to all law enforcement officers and agencies in Story County.
5. The Sheriff or Sheriff's Designee will provide a printed daily report to the Story City Police Chief or the Chief's Designee of all phone calls received in the Dispatch Center and other such calls for service and activities that are entered into the Computer Aided Dispatch System for the Story City Police Department.
6. The Sheriff agrees to provide and allow the Story City Police Chief or Chief's Designee computer terminal access to the records contained in the Computer Aided Dispatch System that pertain to the activities of the Story City Police Department and its officers.
7. The Story County Sheriff shall keep in the Story County Jail, under his control and supervision, any and all prisoners who have been committed to its care by the Chief of Police of the City of Story City or his duly authorized agents or police officers, for violation of the city ordinances of Story City, Iowa, at no additional charge.
8. The Sheriff and his deputies or duly designated representatives shall take fingerprints and forward same of all persons arrested and brought into custody at the Story County Jail by members of the Story City Police Department of Public Safety and the Federal Bureau of Investigation as required by State and Federal law.
9. The Sheriff agrees to allow the Story City Police Chief or the Chief's Designee access to the criminal history and jail record files of all prisoners brought into custody at the Story County Jail by members of the Story City Police Department.
10. The City of Story City agrees to pay all medical and doctor expenses for injuries to or sickness of their prisoners held on City of Story City ordinance violations and all other extraordinary expenses related to those prisoners which may occur and which are not due to the negligence of Story County or its employees.
11. Story County will furnish and maintain the necessary radio equipment to provide the services named above (The City of Story City will pay for their telephone service on the designated police department line installed in the Sheriff's telephone system.)
12. In accordance with Section 28E.7 of the Code of Iowa, this agreement shall not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance thereof by either of the contracting parties hereto, said performance may be offered in satisfaction of the obligation or responsibility.

13. No separate legal or administrative entity or organization shall be created by this agreement; no separate budget shall be established and no tangible property shall be acquired which would require disposition upon the termination of this agreement.
14. The duly elected Sheriff of Story County, Iowa, and the duly appointed City Administrator of Story City, Iowa, shall be joint co-administrators of this agreement as provided by Section 28E.6(1) of the Code of Iowa.
15. As joint co-administrators the duly elected Sheriff of Story County, Iowa, and the City Administrator, shall develop the necessary procedures to effectively administer this agreement including but not limited to addressing new situations not covered by this agreement and conflict resolution.
16. Story County shall file a copy of this agreement with the Secretary of State and the County Auditor of Story County, Iowa and record a copy with the Story County Recorder pursuant to Section 28E.8 of the Code of Iowa. The city seal shall be affixed to the contract before returning to the county for filing.
17. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a minimum 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.
18. Any amendments or addendums to this agreement shall be created and passed in the same manner and with reference made to this original document.
19. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either City or County as hereinafter provided. Modification to this Agreement may be made by mutual consent of both parties.

STORY COUNTY, IOWA, a political
subdivision of the State of Iowa

CITY OF Story City, IOWA
a municipal corporation

Story County Board of Supervisors

Michael Jensen
Mayor of Story City

ATTEST: _____
Story County Auditor

Mark Jackson
Story City Administrator

APPROVED:

Paul H. Fitzgerald
Story County Sheriff

RESOLUTION NO: 23-17

**RESOLUTION ADOPTING THE
IOWA STATEWIDE URBAN DESIGN STANDARDS FOR PUBLIC
IMPROVEMENTS AND THE IOWA STATEWIDE URBAN STANDARD
SPECIFICATIONS FOR PUBLIC IMPROVEMENTS MANUALS**

WHEREAS, it is recommended that the City of Story City adopt the Iowa Statewide Urban Design Standards for Public Improvements and the Iowa Statewide Urban Standard Specifications for Public Improvements manuals, and

WHEREAS, from time to time the City Engineer will develop supplemental specifications to modify these design standards and construction specifications, and

WHEREAS, these design standards and construction specifications, along with the supplemental specifications, will be used to design and construct public improvements within the City of Story City, and

WHEREAS, it is the opinion of this City Council that it would be in the best interest of the City of Story City to adopt said design standards and construction specifications.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Story City, Iowa that the most recent published editions of the Iowa Statewide Urban Design Standards for Public Improvements and the Iowa Statewide Urban Standard Specifications for Public Improvements manuals are hereby adopted by the City of Story City, Iowa.

ADOPTED
AND
APPROVED _____

Mike Jensen, Mayor

ATTEST:

Heather Slifka, City Clerk



SUDAS Implementation Toolbox

Tools you can use in your community to implement adoption of the SUDAS manuals.



What Do We Get with SUDAS?

Design Manual

- Guidance to consulting engineers working for the agency (city or county) or with developers concerning your public improvement requirements.
- Steps to take to develop a complete set of plans and specifications.
- Design standards that meet Iowa DNR's regulations for water mains and sanitary sewers.
- Up-to-date information that covers research results, materials, design concepts, requirements, and regulations as noted below:
 - Stormwater quantity calculations and mitigation techniques for increased runoff rates
 - Pavement thickness
 - Guidance on jointing of concrete pavements
 - Good subgrade and subbase
 - Meeting ADA requirements and other requirements for sidewalks and recreational trails
 - Trench design based on the type of pipe being used
 - Street lighting
 - Parking lot
 - Traffic signals
 - Trenchless construction

Standard Specifications Manual

- Contract requirements based on Iowa laws
- Up-to-date products for each type of construction that meet national standards
- Uniform installation requirements
- Consistent measurement and payment requirements
- Menu based specifications to fit the broadest range of project requirements
- Uniformity (specifications and figures) with Iowa DOT for water mains, sanitary sewers, storm sewers, and site work specifications
- Ability to maintain specific requirements you want to keep through supplemental specifications or special provisions

What Is the Value of Using SUDAS?

Value:

- Developed for Iowa urban areas around Iowa's laws.
- Uniformity of design and specifications across the state.
- Reduction of contractor confusion and mistakes due to standardization.
- Encourages more bidders.
- Method for statewide implementation of latest techniques and material use.
- Forum that allows state and local governments to collaborate with each other and industry.
- For larger agencies - allows better allocation of staff to projects - and not updating specs.
- Manuals are free online, free CDs, and only \$40.00 each for printed versions.
- SUDAS staff will work with agencies to implement the SUDAS manuals in their community.

Cost Savings:

- Design:
 - Consultants and staff know what parameters to use for the project.
 - Consistency provides for faster designs as opposed to special requirements that vary from agency to agency.
 - Reduced design time could result in savings of 10 to 15% of consultant design cost.
- Construction
 - Contractors are familiar with the requirements; no surprises.
 - Less confusion about the work means faster construction and higher quality.
 - More bidders = lower prices.
 - Could mean savings of 5 to 10% of construction costs.

Typical SUDAS Standards

Streets:

- Subgrade compaction requirements
- Your choice of granular subbase or natural subgrade
- 26' wide local street
- 31' wide local/collector street
- Your choice of PCC or HMA pavements
- ADA compliant sidewalks

Sanitary Sewers:

- 8" minimum diameter sanitary sewer pipe
- Seven types of pipe products to choose from
- 48" minimum manhole diameter with 27" opening
- Standard manhole castings with chimney seal to prevent infiltration
- Uniform specifications with the Iowa DOT

Storm Sewers:

- 12" minimum diameter pipe
- Your choice of grate type or open throat intakes
- Your choice of cast-in-place or precast manholes and intakes
- Uniform specifications with the Iowa DOT

Water Mains:

- 8" minimum diameter pipe
- Three pipe products to choose from
- Your own fire hydrant type and color
- Uniform specifications with the Iowa DOT

Traffic Signals:

- Products that meet the Manual of Uniform Traffic Control Devices (MUTCD)
- Your choice of equipment for controllers, detectors, and other electronic equipment

Site Work:

- Your choice to seed or sod
- Your choice of seed type - urban, rural, wetland flowers, and grasses
- Your choice of plant materials - trees, shrubs, and ground cover
- Your choice of erosion control products/methods
- Choose from five types of retaining walls

How Do I Implement Adoption of the SUDAS Manuals?

Design Manual

The SUDAS Design Manual provides guidance to the engineer concerning the requirements for designing urban public improvements. This information will be used by staff engineers as they develop projects, consulting engineers that are hired to design projects, and engineers that are designing private development projects that will ultimately become the maintenance responsibility of the public agency.

The Design Manual establishes minimum requirements for various public improvement elements that meet the regulations directed at those facilities. This includes sanitary sewer, storm sewer, and water main pipe diameters, and fire hydrant spacing. In addition, ADA regulations require specific items to be included in sidewalk construction. Many of the design elements are not directly regulated, but standards exist that guide the design of the facility. This would include length of curves for a given speed on a street, the width of a driving lane, width of clear zones, and object setback distances, just to name a few.

Other design elements are standard design guidance, not specifically required by law, but are good engineering practices that have been applied uniformly across the state.

The impact of new design guidance is usually noted in each agency's subdivision or development regulations that may likely be a part of the zoning ordinance. The detail within these existing regulations is varied. Some agencies allow staff to set the requirements that each development must adhere to based on past practice; other agencies get very detailed in their written ordinance as they define utility requirements, street widths, and even street types.

When planning to adopt the SUDAS Design Manual, the first thing to do is assemble a working group of engineers, zoning administrators, developers, contractors, and agency administrators to determine if they see value in using a statewide standard for public improvement design guidance. If so, the following steps are needed:

- Identify your agency's current design requirements (if they are not detailed in your agency's regulations).
- Use the working group mentioned above to compare your requirements to the SUDAS Design Manual.
- Identify the differences.
- Evaluate the differences.
- Determine what items you want to retain from your old design requirements that differ from the SUDAS Design Manual.
- Use this list of items to develop supplemental design standards that will modify the SUDAS Design Manual.
- Pass a resolution designating the SUDAS Design Manual and your supplemental requirements as your agency's standards for designing public improvements that will become your agency's maintenance responsibility.

Standard Specifications Manual

The SUDAS Standard Specifications provide directions to the contractor concerning the requirements for constructing urban public improvements. The Specifications include standard methods of measurement and basis of payment for each construction item, as well as product and execution information.

When planning to adopt the SUDAS Standard Specifications, the first thing to do is bring together staff, other agency engineers, contractors, consulting engineers, administrators, city/county attorneys, City Council/Supervisors, and any other interested parties to discuss the benefits and values to be gained by using SUDAS.

Start by determining which approach to take:

1. Easiest Approach:

- a. Pass a resolution adopting the current versions of the SUDAS Standard Specifications as your standards for construction of public improvements.
- b. As projects are designed, evaluate the differences from the SUDAS requirements and your agency's previous requirements for that type of project. Write special provisions for those items you want to retain from your old requirements that differ from the SUDAS Standard Specifications.
- c. After doing this for several projects of differing types, accumulate the items from the special provisions into a set of supplemental specifications. These supplemental specifications will modify the SUDAS Standard Specifications to create your agency's standard specifications.
- d. Pass a new resolution adopting your supplemental specifications in addition to the SUDAS Standard Specifications.

2. Most Direct Approach:

- a. Assemble a team of designers and construction inspectors to compare your agency's current specifications with the corresponding SUDAS Standard Specifications.
- b. Identify the differences.
- c. Evaluate the differences.
- d. Determine what items you want to retain from your old specifications that differ from the SUDAS Standard Specifications.
- e. Use this list of items to develop supplemental specifications that will modify the SUDAS Standard Specifications.
- f. Pass a resolution adopting the SUDAS Standard Specifications and your supplemental specifications as the approved specifications for your agency

Key Issue

It is important not to change too many elements of the SUDAS manuals just to get back to your old requirements. Focus only on the few items that involve very specific benefits to your agency. Trust the 300 or so Professional Engineers in the state that review and approve revisions to the SUDAS manuals.

The following resolution was offered by Councilperson _____,
who moved its adoption.

RESOLUTION NO. 23-18

**A RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED MAXIMUM
PROPERTY TAX DOLLARS TO CERTIFY FOR LEVY FOR THE FISCAL YEAR
2023-24 BUDGET**

WHEREAS, it is necessary, pursuant to Section 384.15A for the Code of Iowa, to hold a public hearing on the Maximum Property Tax Dollars to Certify for Levy for the Fiscal Year 2023-24 Budget, and

WHEREAS, the proposed Maximum Property Tax Dollars to Certify for Levy has been prepared for discussion and further action.

NOW, THEREFORE, BE IT RESOLVED that the public hearing on the proposed Maximum Property Tax Dollars to Certify for Levy for the Fiscal Year 2023-24 Budget will be held at the City Hall – Second Floor in Story City, Iowa, at 6:00 o'clock P.M. on the 20th day of February, 2023, and anyone interested may appear at said time and place to receive information about and express their opinions.

BE IT FURTHER RESOLVED that the City Clerk shall cause Notice of said hearing to be published, as required by law.

This motion was seconded by Councilperson _____, and upon roll call, was carried by an aye and nay vote, as follows;

AYE: _____

NAY: _____

ABSENT: _____

WHEREUPON, the Mayor declared the Resolution duly adopted the 6th day of February, 2023.

Mike Jensen, Mayor

ATTEST: _____
Heather Slifka, City Clerk

NOTICE OF PUBLIC HEARING - CITY OF STORY CITY - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2023 - June 30, 2024

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/20/2023 **Meeting Time:** 06:00 PM **Meeting Location:** City Hall - Second Floor

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.cityofstorycity.org

City Telephone Number
 (515) 733-2121

	Current Year Certified Property Tax 2022 - 2023	Budget Year Effective Property Tax 2023 - 2024	Budget Year Proposed Maximum Property Tax 2023 - 2024	Annual % CHG
Regular Taxable Valuation	172,105,723	173,494,486	173,494,486	
Tax Levies				
Regular General	1,259,500	1,259,500	1,302,500	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			0	
Liability, Property & Self-Insurance Costs			0	
Support of Local Emer. Mgmt. Commission			0	
Emergency			0	
Police & Fire Retirement			0	
FICA & IPERS			0	
Other Employee Benefits			0	
Total Tax Levy	1,259,500	1,259,500	1,302,500	3.41
Tax Rate	7.31818	7.25960	7.50744	

Explanation of significant increases in the budget:

Loss of revenue due to legislation adopted by the state in 2021 that made changes to the property tax system that impacted city revenues: 1) The state is phasing out its reimbursement to the city for property tax reductions resulting from the rollback of commercial and industrial property, and 2) The elimination of the multi-residential property class. Previously, the majority of this class was valued as commercial and is being rolled back to a residential valuation. Expenditure increases in the general fund budget are primarily due to inflation on wages, goods, and services.

If applicable, the above notice also available online at:

Facebook - City of Story City

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year.

The following resolution was offered by Councilperson _____, who moved its adoption.

RESOLUTION NO. 23-19

RESOLUTION AUTHORIZING THE CITY OF STORY CITY TO SUBMIT AN APPLICATION FOR FUNDING FROM THE FEDERAL SURFACE TRANSPORTATION BLOCK GRANT PROGRAM (STBG) TO THE CENTRAL IOWA REGIONAL TRANSPORTATION PLANNING ALLIANCE (CIRTPA) FOR THE PARTIAL FUNDING FOR THE BROAD STREET RECONSTRUCTION PHASE 3 PROJECT

WHEREAS, the City of Story City is located in the Central Iowa Regional Transportation Planning Alliance Planning Area, and

WHEREAS, the Federal Surface Transportation Block Grant Program provides funding for local jurisdictions for the construction of eligible projects, and

WHEREAS, the program is administered by the Central Iowa Regional Transportation Planning Alliance which prioritizes and ranks all project applications.

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

Section 1. The City of Story City supports and approves an application for Federal Surface Transportation Program Funding.

Section 2. The City Council of the City of Story City hereby commits matching monies as required by the Federal Surface Transportation Program funding.

Section 3. The City of Story City hereby commits to accepting and maintaining these improvements for a minimum of twenty (20) years following the completion of the project.

Section 4. All resolutions or parts of resolutions in conflict herewith be and the same repealed, to the extent of such conflict.

BE IT FURTHER RESOLVED that the City Administrator of the City of Story City is hereby authorized to approve and execute the application on behalf of the City Council of Story City, Iowa.

The motion was seconded by Councilperson _____, and, upon roll call, was carried by an aye and nay vote, as follows:

AYE: _____

NAY: _____

ABSENT: _____

WHEREUPON, the Mayor declared the Resolution duly adopted this 6th day of February, 2023.

Mike Jensen, Mayor

ATTEST: _____
Heather Slifka, City Clerk

CITY OF STORY CITY

504 Broad Street
Story City, IA 50248
515.733.2121

www.cityofstorycity.org



1913 Herschell-Spillman Carousel

To: The Honorable Mayor & City Council
From: Mark A. Jackson, City Administrator *maj*
Re: Engineering Services Agreement with CGA
for Broad Street Reconstruction Phase 3 Project
Date: February 6, 2023

Presented for Mayor and City Council consideration is a request to approve an engineering services agreement with CGA in an amount not-to-exceed \$118,725 for the Broad Street Reconstruction Phase 3 Project.

The project includes the reconstruction of Broad Street from Garfield Avenue to Park Avenue, including the intersection of Broad Street and Park Avenue.

The estimated cost of the project is \$778,307. Financing for the proposed project will come from the 2021A bond proceeds. In addition, the continued reconstruction of Broad Street was identified by the Mayor and City Council as a strategic priority goal.

ENGINEERING SERVICES AGREEMENT



This AGREEMENT made as of the ____ day of _____, 2023 by and between the City of Story City, Iowa hereafter "CLIENT" and CLAPSADDLE-GARBER ASSOCIATES, INC., (hereafter "ENGINEER").

1. THE ENGINEER AGREES TO perform those tasks described in Attachment B - Scope of Engineering Services for the Broad Street Reconstruction from Garfield to Park project.
2. THE ENGINEER AGREES TO perform the Scope of Engineering Services in a reasonable period of time commensurate with the performance of those services, unless a specific schedule for the performance of services is agreed upon between CLIENT and ENGINEER and incorporated as part of this AGREEMENT.
3. THE ENGINEER AGREES TO perform Additional Special Services not described in the scope of services included in this Agreement, if authorized in writing by Client and Engineer shall furnish such Additional Special Services at the normal hourly rates and charges applicable to those services at the time of their performance, and a schedule of those charges will be presented to the CLIENT upon request.
4. THE CLIENT AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:
 - a. The Client shall give prompt and thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
 - b. The Client shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements and obtain all permits reasonable and necessary in the development of the Project, and pay all costs incidental thereto.
 - c. The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

5. Payments for Professional Services:

The Client shall pay the Engineer on an hourly rate basis in accordance with Attachment C - Hourly Rate Schedule. The total fee shall not exceed **\$118,725** for the Scope of Services described in Attachment B. Reimbursable expenses such as permit fees and publication fees are not included in the above fee.

6. THE CLIENT AND ENGINEER FURTHER AGREE to the Standard Terms and Conditions contained in Attachment A. The signatures below serve to incorporate the Standard Terms and Conditions as part of this AGREEMENT, regardless whether they are separately signed.

7. ATTACHMENTS: The following attachments are included as part of this Agreement.

- Attachment A – Standard Terms and Conditions
- Attachment B – Scope of Engineering Services
- Attachment C – Hourly Rate Schedule
- Attachment D – Site Location

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

CLIENT:

By: _____

Title: _____

ATTESTED BY:

By: _____

Title: _____

ENGINEER:

Clapsaddle-Garber Associates, Inc.

By: *Matt Sabo*

Title: President

ATTESTED BY:

By: *Theresa Stromberg-Murphy*

Title: Senior Project Manager

ATTACHMENT A
CLAPSADDLE-GARBER ASSOCIATES INC.
STANDARD TERMS AND CONDITIONS

PARTIES

"ENGINEER" shall mean Clapsaddle-Garber Associates, Inc.
"CLIENT" shall mean the person or entity executing this Agreement with "ENGINEER."

STANDARD OF CARE

Services provided by ENGINEER under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. **ENGINEER PROVIDES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ITS SERVICES.**

RIGHT OF ENTRY

The CLIENT shall provide for complete and continuous access to the Project site in order for ENGINEER to timely perform its services and shall provide for entry for the employees, agents and subcontractors of ENGINEER and for all necessary equipment. While ENGINEER shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with ENGINEER's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due ENGINEER shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that ENGINEER files or takes any action, or incurs any costs, for the collection of amounts due it from CLIENT, then ENGINEER shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by ENGINEER for the default of the CLIENT, then ENGINEER shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of ENGINEER and ENGINEER does not cure the default, then ENGINEER shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by ENGINEER in connection with the orderly termination of the Agreement or services, including, but not limited to, demobilization, reassignment of personnel, termination of subcontractors, subconsultants and other agents whose services were retained for the Project, associated overhead costs, lost profits, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

ENGINEER shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to ENGINEER such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors. CLIENT hereby warrants the accuracy and completeness of the information provided by CLIENT to ENGINEER, and ENGINEER shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for ENGINEER to assure the accuracy, completeness and sufficiency of such CLIENT-furnished information, either because it is provided by others, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER Group harmless from and against any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expenses or damages of any nature whatsoever (including, without limitation, damages to property, injuries or death to persons, fines, penalties) arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by ENGINEER or its subcontractors. ENGINEER will use the standard of care defined in this Agreement in providing this service. The information that ENGINEER must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER Group for any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expense or damages of any nature whatsoever arising out of the location of underground utilities provided or any information related to underground utilities provided to or by ENGINEER under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that ENGINEER shall not be responsible for the acts or omissions of the contractor or contractors, and their respective affiliated companies, officers, directors, equityholders, employees, agents, subcontractors, suppliers, or other persons or entities responsible for performing work on the Project (collectively, the "Contractor Group") that is not in conformance with the construction Contract Documents, if any, prepared by ENGINEER under this Agreement. ENGINEER shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the Contractor Group. In addition, CLIENT agrees that ENGINEER is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

The ENGINEER shall not supervise, direct or have control over the Contractor's work, not have any responsibility for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The ENGINEER shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

CLAPSADDLE-GARBER ASSOCIATES INC.
STANDARD TERMS AND CONDITIONS

JOBSITE SAFETY

Neither the professional activities of the ENGINEER/Surveyor, nor the presence of the ENGINEER's/Surveyor's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the *Contract Documents* and any health or safety precautions required by any regulatory agencies. The ENGINEER's/Surveyor's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety.

SHOP DRAWING REVIEW

If, as part of this Agreement ENGINEER reviews and approves contractor submittals, such as shop drawings, product data, samples and other data, as required by ENGINEER, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. ENGINEER's review shall be conducted with reasonable promptness while allowing sufficient time in ENGINEER's judgment to permit adequate review. Review of a specific item shall not indicate that Engineer has reviewed the entire assembly of which the item is a component. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement ENGINEER is providing opinions of probable construction cost, the CLIENT understands that ENGINEER has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, and that ENGINEER's opinions of probable construction costs are to be made on the basis of ENGINEER's qualifications and experience. ENGINEER makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement ENGINEER is providing construction observation services, ENGINEER shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained ENGINEER to make detailed inspections or to provide exhaustive or continuous project review and observation services. ENGINEER does not guarantee the performance of, and CLIENT hereby agrees that ENGINEER shall have no responsibility for, the acts or omissions of the Contractor Group or any other person or entity furnishing materials or performing any work on the Project (other than ENGINEER and its subconsultants). ENGINEER shall advise the CLIENT if ENGINEER observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

If the Owner desires more extensive project observation or fulltime project representation, the Owner shall request that such services be provided by the ENGINEER as Additional Services in accordance with the terms of this Agreement.

OTHER SERVICES

The CLIENT may direct ENGINEER to provide other services including, but not limited to, any additional services identified in ENGINEER's proposal. If ENGINEER agrees to provide these services, then the schedule shall be reasonably adjusted to allow ENGINEER to provide these services. Compensation for such services shall be at ENGINEER's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment To Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All drawings, reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by ENGINEER as instruments of service (the "ENGINEER Deliverables") shall remain the property of ENGINEER and ENGINEER shall retain title in the ENGINEER Deliverables. ENGINEER grants to CLIENT a limited non-exclusive license to use the ENGINEER Deliverables for the construction and operation of the Project (the "Specified Purpose"). All other uses of the ENGINEER Deliverables by CLIENT Group are prohibited, including, without limitation, reuse of the ENGINEER Deliverables, use of the ENGINEER Deliverables for the expansion or modification of the Project, or for use on other projects. Except in connection with a Specified Purpose and then only to those persons or entities necessary, CLIENT shall not disclose, market or distribute ENGINEER Deliverables to third parties. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold ENGINEER Group harmless from any and all claims, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other costs, expenses or damages of any nature whatsoever arising out of, resulting from or in any way related to the use by CLIENT or any other person or entity of any ENGINEER Deliverable for any purpose other than the Specified Purpose.

CERTIFICATE OF MERIT

The Owner shall make no claim (whether directly, in the form of a third-party claim, or for indemnity) against the ENGINEER unless the Owner shall have first provided the ENGINEER with a written certification executed by an independent ENGINEER/Surveyor licensed in Iowa to practice in the same discipline as the ENGINEER/Surveyor specifying those acts or omissions which the certifier contends constitutes a violation of the standard of care expected of an ENGINEER/Surveyor performing professional services under similar circumstances and upon which the claim will be premised. Such certification shall be provided to the ENGINEER/Surveyor thirty (30) days prior to the presentation of, and shall be a precondition to any such claim or the institution of, any arbitration or judicial proceeding.

DISPUTE RESOLUTION

If a dispute arises between ENGINEER and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and ENGINEER agree to submit to non-binding mediation prior to the commencement of any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

ENGINEER shall not be responsible for any event or circumstance that is beyond the reasonable control of ENGINEER that has a

CLAPSADDLE-GARBER ASSOCIATES INC.
STANDARD TERMS AND CONDITIONS

demonstrable and adverse effect on ENGINEER's ability to perform its obligations under this Agreement or ENGINEER's cost and expense of performing its obligations under this Agreement (an "Excusable Event"). When an Excusable Event occurs, the CLIENT agrees Engineer is not responsible for damages, nor shall ENGINEER be deemed to be in default of this Agreement, and ENGINEER shall be entitled to a change order to equitably adjust for ENGINEER's increased time and/or cost to perform its services due to the Excusable Event.

LIMITATION OF LIABILITY; WAIVER OF CONSEQUENTIAL DAMAGES

In recognition of the relative risks and benefits of the Project to both CLIENT and ENGINEER, the risks have been allocated such that CLIENT agrees, to the fullest extent of the law, to limit the liability of Engineer and its officers, directors, equityholders, employees, agents, subconsultants, and affiliated companies (collectively, the "ENGINEER Group") to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other cost, expense or damage of any nature whatsoever resulting in any way related to the Project or Agreement from any cause or causes to an amount that shall not exceed the compensation received by ENGINEER under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including negligence for professional acts, errors or omissions, strict liability, breach of contract, expressed or implied warranty, contribution, expressed indemnity, implied contractual indemnity, equitable indemnity, tort and all other claims. Except for the limitation of liability above, the CLIENT waives any claim or cause of action against the ENGINEER Group arising from or in connection with the performance of services for the Project or this Agreement.

The ENGINEER Group shall not be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines and CLIENT hereby releases the ENGINEER Group from any such liability.

INDEMNIFICATION

Subject to the limitation of liability above, ENGINEER agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees and defense costs, or costs of any nature whatsoever to the extent caused by ENGINEER's negligent performance of service under this Agreement and that of its officers, directors, equityholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER Group against all claims, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees and any other legal costs), or any other cost, expense or damage of any nature whatsoever to the extent caused by the acts or omissions of CLIENT and its affiliated companies, officers, directors, equityholders, employees, agents, contractors, subcontractors, engineers, designers, and consultants (other than ENGINEER) (collectively, the "CLIENT Group") in connection with this Project.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or delegate any duties under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Any such assignment or delegation not in accordance with the terms of this Agreement shall be null and void.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and ENGINEER shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW; JURISDICTION AND VENUE

This Agreement and all matters arising under or in connection with this Agreement shall be governed by, construed and interpreted pursuant to the laws in the state of the locale of ENGINEER's address written in this Agreement without regard to conflicts of law principles. In any suit relating to this Agreement, CLIENT and ENGINEER unconditionally and voluntarily consent to be subject to the exclusive jurisdiction of the state or federal courts sitting in Iowa and hereby waive any objections to venue lying therein. Each of the parties hereby consents to service of process anywhere in the world.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of ENGINEER to provide equal employment opportunities for all. ENGINEER will not discriminate against any employee or applicant because of race, color, religion, sex, marital status, national origin, age, ancestry, veteran status, physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and ENGINEER and supersedes all prior or contemporaneous negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms. Any amendments, changes or alterations to this Agreement shall only be binding if reduced to writing and signed by both parties.

SIGNATURES

This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same agreement. Original, facsimile, or electronic signatures by the parties are deemed acceptable for binding the parties to the Agreement.

NOTICES

All formal notices requests, demands, and other communications required under this Agreement shall be in writing and shall be hand delivered to the party or mailed by overnight registered or certified mail, postage prepaid, return receipt requested, to the address of the respective party set forth in this Agreement and to the attention of the respective person signing this Agreement on behalf of the party. The date of hand delivery or the date of mailing in accordance with the foregoing sentence shall be deemed to be the date of delivery of any such notice.

Attachment B
Scope of Engineering Services

For
Broad Street Reconstruction from Garfield to Park
Story City, Iowa

The project provides for reconstruction of Broad Street from Garfield Avenue Park Avenue, including the intersection of Park Avenue and Broad Street.

The following tasks outline the anticipated scope of engineering services necessary to accomplish the proposed improvements.

Task 1.0 – Topographic Survey

- 1.1 Base Mapping. The Engineer shall conduct field survey necessary to locate and design the proposed improvements and prepare construction plans and specifications. Visible inspections shall also be performed on existing sewer structures to determine condition and serviceability. The Iowa One Call Design Locate process will be utilized in an attempt to identify locations of existing underground utility facilities.
- 1.2 Preparation of Background Drawings. Topographic information noted in the previous task will be compiled to create a background drawing to utilize for Construction Drawings.

Task 2.0 – Preliminary and Final Design

- 2.1 Preparation of Drawings. It is anticipated that the detailed plan drawings will consist of a cover sheet; general construction information; bid items, quantities and descriptions; typical detail sheets; typical section sheets; site topography/existing conditions plan; pollution prevention plan; storm sewer plan & profile sheets; water main plan & profile sheets; street plan & profile sheets; utility relocation/adjustment sheets. Drawings shall be developed for submittal to the City for review at the following levels of detail: Preliminary Drawings; 90% Construction Drawings; & Final Construction Drawings
- 2.2 Construction Specifications and Contract Documents. Prepare written specifications using the Iowa Statewide Urban Design Standards for Public Improvements (SUDAS) and any City of Story

City Supplemental Specifications. Prepare contract documents consisting of Information for Bidders, Form of Proposal, Form of Bid Bond, Form of Contract, Project Insurance Requirements, and Form of Performance, Payment and Maintenance Bond to use in assisting the City in soliciting quotes for the improvements.

- 2.3 Tabulate Quantities/Opinion of Probable Cost. Based on final design plans and specifications, tabulate bid quantities for use in bidding, monitoring and payment for construction work, and prepare a final engineering opinion of probable construction costs.
- 2.4 Meeting and Consultation. Conduct and document three (3) meetings with the City of Story City staff and City Council to communicate and coordinate the plan set.

Task 3.0 – Advertising/Bidding/Contract Award

- 3.1 Advertisement & Distribution of Bidding Documents. CGA shall assist the City with the advertising and distribution of bidding documents. CGA shall prepare the Notice of Hearing and Letting utilizing the City's standard format. The City shall handle the publicizing of said Notice. CGA shall accept orders and distribute the contract documents to prospective bidders and shall maintain the plan holders list. The plan deposits shall be charged and handled in accordance with Iowa Code.
- 3.2 Bid Opening & Award. Assist the City in securing and opening of bid proposals. Provide tabulation and analysis of bids. Assist the City in preparing signatory copies of the construction contract.

Task 4.0 – Special Assessment

- 4.1 Property Research: Establish property ownership, assessed land values and sizes of lots utilizing the Story County Beacon Assessors site to assist in preparation of the plat and schedule.
- 4.2 Preliminary Plat and Schedule: Based on property data, a plat will be prepared showing boundaries of the district containing lots proposed to be assessed and the locations of each lot under separate ownership within the district. In addition, a schedule will be prepared showing a description of each lot, the name of the

property owner, assessed valuation of each lot (valuation of each lot will be determined by council), amount proposed to be assessed, the proportion of the total cost allocated to each lot, and the amount of deficiency, if any.

- 4.3 Public Hearing: Conduct a public hearing to explain the proposed improvements, estimated cost, method of assessment and answer any questions.
- 4.4 Final Plat and Schedule: Upon completion of the construction work, a final plat and schedule will be prepared depicting actual construction costs and final assessment amounts for adoption by council.

Task 5.0 – Construction Phase Engineering Services

- 5.1 Contract Administration. Perform construction administration and construction services necessary and incidental to the accomplishment of the projects as follows:
 - a. Furnish services, labor, materials, equipment, supplies and incidentals, other than those hereinafter designated to be furnished by the City, necessary to conduct and complete the services.
 - b. Designate a project manager and field representative, who shall have experience and certifications (as determined by the City) to make visits as necessary to check the Contractor's work for compliance with the plans and specifications. The activities of the field representative will be coordinated with the City's representative. Such services may extend to all and any part of the work. The field representative is not authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the project contractor; however, shall have the authority to reject work or materials until questions at issue can be referred to and be decided by representatives of the City.
 - c. Conduct conferences deemed necessary by the City under the terms of this agreement.
 - d. Become familiar with the standard practices of the City, contract documents (specifications, construction agreement, special provision and play), and the contractor's proposed schedule of operations prior to beginning field services to be performed under this agreement.

- e. Perform the services in accordance with accepted safety practices; however, these will not extend to safety practices of the construction contractor.
- f. Observe phases of construction as necessary and, to the best of our abilities, determine the Contractor's compliance with the Contract Documents and deem unacceptable such work and material which do not comply with the specifications and plans. This clause shall not be construed to mean that the Engineer is guaranteeing the work of the Contractor.
- g. Take the field samples and/or test materials to be incorporated into the work. Engineer shall have the authority to reject field samples and materials that do not conform to the Contract Documents. Collection of the required test report records or certificates of compliance for materials tested off the project site prior to their incorporation into the work.
- h. Keep proper documentation during field visits and quantity summaries as required by the City.
- i. Measure and compute all materials incorporated into the work and maintain an item account record in accordance with the method of measurement and basis of payment specified in the Contract Documents.
- j. Maintain for the City all original diaries, accounts, records and reports prepared upon completion of the project.
- k. Document changes to the plans and submit to the City.
- l. Conduct any on-site meetings to discuss project issues, as determined necessary by the City's project representative. Meetings should include contractor's superintendent, the City representative, the design engineer(s), and others related to project, as necessary.
- m. Coordinate with City Public Works staff on project related issues.
- n. Coordinate with project design engineer(s) and the City on project modification / additions so that the original intent of the improvements are maintained and that the proposed
- o. Review pay estimates submitted by the Contractor and forward said pay estimates to the City representative with comments.

Task 6.0 – Project Closeout

- 6.1 Final Walk-Through. When the contractor claims final completion of construction, the Engineer shall make an inspection of the project and prepare a list of items of work that are not acceptable or uncompleted per the plans and specifications
- 6.2 Engineer's Statement of Completion. CGA shall prepare the Engineer's Statement of Completion after accepting all work per the plans and specifications. This statement shall also include a final tabulation of construction quantities and costs as tabulated.
- 6.3 Record Drawings. CGA will prepare Record Drawings that shall be given to the City representative for their records.

SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services. Supplemental Services shall include, but are not limited to the following:

- Changes in the general scope, extent, or character of the services provided, including but not limited to changes in size, complexity, schedule, character of construction or method of financing; and revising previously accepted studies, reports, or design documents when such revisions are required by changes in laws, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies/reports/documents or designs or due to any other causes beyond the Engineer's control.
- Geotechnical investigations and testing.

Attachment B



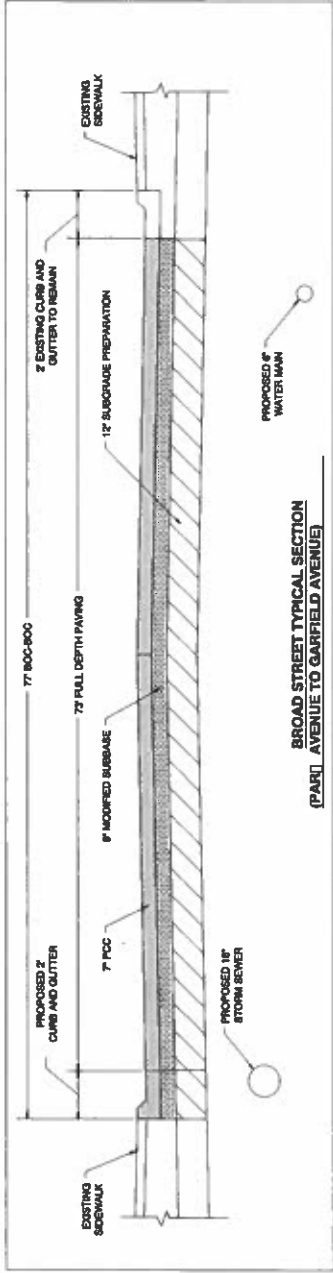
Hourly Rate Schedule

Clapsaddle-Garber Associates, Inc.

The following hourly rates shall be effective through December 31, 2023.

Sr. Project Manager	\$165	Sr. Professional Land Surveyor	\$135
Project Manager	\$145	Professional Land Surveyor	\$120
Associate Project Manager	\$130	Sr. Lead Surveyor	\$114
Sr. Project Engineer	\$125	Lead Surveyor	\$88
Project Engineer	\$120	Survey Tech	\$70
Sr. Design Engineer	\$113	Intern	\$60
Design Engineer II	\$103		
Design Engineer I	\$95	Survey Crew (One Person)	\$105
Landscape Architect Designer	\$90	Survey Crew (Two Person)	\$155
Sr. Design Tech	\$100	Construction Project Manager	\$110
Design Tech	\$87	Sr. Construction Tech	\$85
Sr. CADD Tech	\$81	Construction Tech	\$73
CADD Tech	\$71	Lab Manager	\$83
Project Coordinator	\$100	Sr. Administrative Assistant	\$76
ROW Agent	\$92	Administrative Assistant	\$65
GIS Technician	\$80		
Partner	\$220		
Principal	\$185		

Expenses: In addition to the above hourly labor rates, expenses shall be reimbursed in accordance with the following. Vehicle mileage shall be reimbursed at \$0.85 per mile for automobiles/light truck and \$1.15 per mile for survey equipment vehicles. ATV's shall be reimbursed at \$60.00 per day. Total Station/GPS survey equipment shall be reimbursed at \$30.00 per hour. All other expenses incurred in connection with the services shall be reimbursed at the rate of the actual costs incurred.



BROAD STREET TYPICAL SECTION
(PARL AVENUE TO GARFIELD AVENUE)



PROJECT NO. 4416		DATE: 12-11-11	
SHEET NO. 12		DATE: 12-11-11	
BROAD STREET IMPROVEMENTS			
(PARL AVENUE TO GARFIELD AVENUE)			
STORY CITY, IOWA			
DESIGNED BY: JMM	DATE: 12-11-11	CHECKED BY: JMM	DATE: 12-11-11
DRAWN BY: JMM	DATE: 12-11-11	APPROVED BY: JMM	DATE: 12-11-11
15	16	17	18
19	20	21	22
23	24	25	26
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59	60	61	62
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67	68	69	70
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95	96	97	98
99	100	101	102

PRELIMINARY OPINION OF PROBABLE COST

**Broad Street Reconstruction
(Garfield to Park)**

Story City, Iowa



ITEM NO.	DESCRIPTION	QUANTITY	UNIT COST	TOTAL EXTENSION
1	MOBILIZATION	1	LS \$ 35,000.00	\$ 35,000.00
2	TRAFFIC CONTROL	1	LS \$ 10,000.00	\$ 10,000.00
3	PCC PAVING, 7"	3500	SY \$ 60.00	\$ 210,000.00
4	PCC SIDEWALK, 4"	260	SY \$ 65.00	\$ 16,900.00
5	PCC SIDEWALK, 6"	150	SY \$ 75.00	\$ 11,250.00
6	MODIFIED SUBBASE, 4"	360	SY \$ 10.00	\$ 3,600.00
7	MODIFIED SUBBASE, 6"	3500	SY \$ 12.00	\$ 42,000.00
8	SUBGRADE PREPARATION, 12"	3500	SY \$ 5.00	\$ 17,500.00
9	24" WIDE CURB AND GUTTER	720	LF \$ 45.00	\$ 32,400.00
10	STORM SEWER, TRENCHED, 18"	420	LF \$ 75.00	\$ 31,500.00
11	SUBDRAIN CONNECTION, INTAKES	2	EA \$ 350.00	\$ 700.00
12	STORM INTAKES	4	EA \$ 5,000.00	\$ 20,000.00
13	REMOVE EXISTING STORM PIPE, < 36" DIAMETER	480	LF \$ 70.00	\$ 33,600.00
14	WATER MAIN, 6"	700	LF \$ 45.00	\$ 31,500.00
15	PCC DRIVEWAY, 6"	40	SY \$ 70.00	\$ 2,800.00
16	SIDEWALK REMOVAL	360	SY \$ 15.00	\$ 5,400.00
17	CURB AND GUTTER REMOVAL	910	LF \$ 17.00	\$ 15,470.00
18	PAVEMENT AND BRICK ROADWAY REMOVAL	4000	SY \$ 20.00	\$ 80,000.00
Construction Subtotal				\$599,620.00
10% Contingencies				\$59,962
Total Construction Cost				\$659,582
18% Engineering, Survey & Administration				\$118,725
TOTAL ESTIMATED PROJECT COST				\$778,307

CITY OF STORY CITY

504 Broad Street
Story City, IA 50248
515.733.2121
www.cityofstorycity.org



1913 Herschell-Spillman Carousel

To: Honorable Mayor and City Council
From : Heather Slifka, City Clerk
Re: Utility Clerk Position
Date: February 6, 2023

Presented for Mayor and Council is a request to hire Jessica Lundy for the Utility Clerk position.

Cheryl Murken will be retiring from her position on March 31, 2023. We would like to offer the position to Jessica Lundy. She is able to start her employment with the city on February 15, 2023. This will allow approximately 6 weeks of training time.

The current base for this position is \$49,150.40. Jessica has a college degree and many years of professional experience. Consequently, we would like to offer a starting salary of \$50,888.64, which is 88% of the base. The policy manual includes information regarding entrance salaries as shown below.

The following ranges will apply:	First 6 months	88% of the base
	6-12 months	91% of the base
	12-24 months	94% of the base
	24-36 months	97% of the base
	48 months	100% of the base

We would like to also start her with the standard sick and vacation banks of 1 week, but allow her to earn two additional weeks during the first year.

Thank you,

A handwritten signature in black ink that reads "Heather Slifka". The signature is written in a cursive style.

Heather Slifka, City Clerk

CITY OF STORY CITY

504 Broad Street
Story City, IA 50248
515.733.2121

www.cityofstorycity.org

1913 Herschell-Spillman Carousel

To: The Honorable Mayor & City Council
From: Mark A. Jackson, City Administrator
Re: Proposed Salary/Wage Adjustments
Date: February 6, 2023



As you may recall, the City Council approved salary/wage adjustments based upon the compensation study at its meeting on October 17, 2022. The goal was to have employees be at least at the survey midpoint range.

The only two that were not adjusted to the survey midpoint were Chief Sporleder and myself. At that time, the Police Chief and City Administrator salaries were at 93 percent of the survey midpoint range. It was recommended, and the City Council approved, increasing both positions to 97 percent of the survey midpoint range and that it would be reviewed at the beginning of 2023.

Based upon the General Fund's current and projected financial status as of December 31, 2022 (half way point of the 2022-23 fiscal year), I would recommend that Chief Sporleder and myself salaries be increased to the survey midpoint. This would increase Chief Sporleder's salary from \$88,907 to \$91,657 and mine from \$110,200 to \$113,609.



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
CASEY'S MARKETING COMPANY	CASEY'S GENERAL STORE #2490	(515) 733-2612		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1625 E BROAD ST		Story City	Story	50248
MAILING ADDRESS	CITY	STATE	ZIP	
1 se convenience blvd	ANKENY	Iowa	50021	

Contact Person

NAME	PHONE	EMAIL
MADI PAULSON, LICENSING SPECIALIST	(515) 446-6404	madi.paulson@caseys.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LE0003005	Class E Retail Alcohol License	12 Month	Submitted to Local Authority
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
Apr 1, 2023	Mar 31, 2024		
SUB-PERMITS			
Class E Retail Alcohol License			

COPY



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
ERIC LARSEN	Ankeny	Iowa	50023	T	0.00	Yes
SCOTT FABER	Johnston	Iowa	50131	SECRETARY	0.00	Yes
BRIAN JOHNSON	JOHNSTON	Iowa	50131	VICE PRESIDENT	0.00	Yes
DOUGLAS BEECH	ANKENY	Iowa	50021	ASSISTANT SECRETARY	0.00	Yes
SAMUEL JAMES	ANKENY	Iowa	50021	PRESIDENT	0.00	Yes
42-0935283 CASEY'S GENERAL STORE, INC.	ANKENY	Iowa	50021	OWNER	100.00	Yes
JESSICA GENERAL STORES	Urbandale	Iowa	50322			

Insurance Company Information



State of Iowa

Alcoholic Beverages Division

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

Billiejo Rose
Simply Mae's Café
601 Broad St
Story City, Iowa 50248

Mayor Mike Jensen
504 Broad St
Story City, Iowa 50248

Dear Mayor Jensen,

Simply Mae's Café would like to add outdoor seating in the warmer months, tentatively March through October. We would like to add four yellow alloy tables; two tables in front of the café along Broad St and 2 on the Pennsylvania Ave side. Each table is 32in x 32in and will have two chairs.

Our hope in adding outdoor seating is to draw attention to the café and add some color to the downtown.

Thank you for your consideration,

A handwritten signature in black ink that reads "Billiejo Rose". The signature is written in a cursive, flowing style with large, connected letters.

Billiejo Rose
Owner Simply Mae's Café
601 Broad St
Story City, Iowa 50248
(515) 357-9664
Simplymaes601@gmail.com

Billiejo Rose
Simply Mae's Café
601 Broad St
Story City, Iowa 50248

Story City Council
504 Broad St
Story City, Iowa 50248

Dear Council Members,

Simply Mae's Café would like to add outdoor seating in the warmer months, tentatively March through October. We would like to add four yellow alloy tables; two tables in front of the café along Broad St and 2 on the Pennsylvania Ave side. Each table is 32in x 32in and will have two chairs.

Our hope in adding outdoor seating is to draw attention to the café and add some color to the downtown.

Thank you for your consideration,

A handwritten signature in black ink that reads "Billiejo Rose". The signature is written in a cursive, flowing style.

Billiejo Rose
Owner Simply Mae's Café
601 Broad St
Story City, Iowa 50248
(515) 357-9664
Simplymaes601@gmail.com





Sidewalk Improvement Program Application

City of Story City

504 Broad Street | 515-733-2121

Date: 1-17-23

Property Owner:	<u>Dorothy Cobie</u>
Property Address:	<u>1425 Prairie DR</u>
Phone Number:	<u>319-231-0564</u>
Email:	<u>cdotqui1t@yahoo.com</u>

Is the property used exclusively for residential occupancy? Yes No

Have you received funding from this program during the last 12 months? Yes No

Quantity of sidewalk to be replaced:

Length: 24 Width: 8 Depth: 6"

Estimated cost to replace sidewalk: \$ 1400.00

Please attach a sketch showing the location of the sidewalk as it is located on your property.

Dorothy Cobie
Applicant Signature

1-17-23
Date

Reimbursement will only be disbursed after the following conditions are met:

- Final inspection and approval of work
- Bill showing the actual replacement cost
- Proof of payment to the contractor

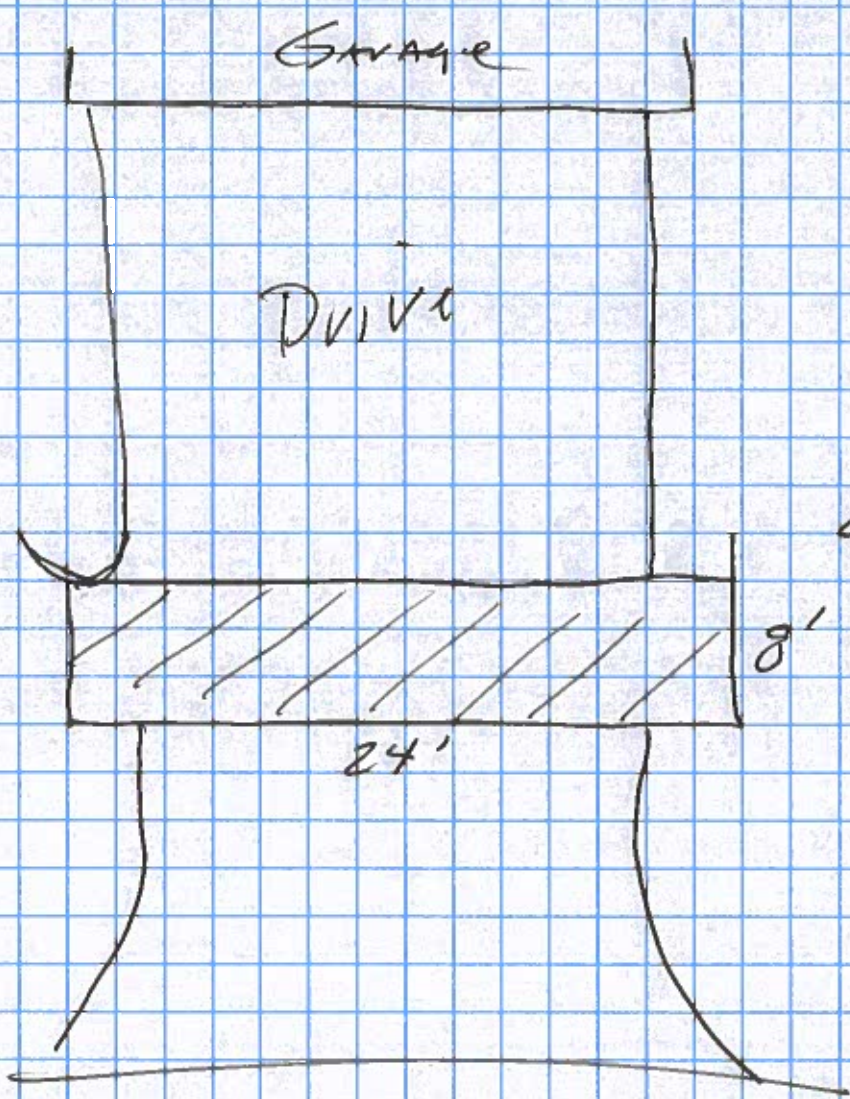
Office Use Only

Sketch received: Yes No

Bill & proof of contractor payment received: Yes No

Date of final inspection and approval: _____

Date of disbursement of funds: _____



City Sidewalk

Statement from: Wirth Concrete
3212 330th Street
Ellsworth, Iowa 50075

August 25, 2022

Statement to: Dorothy Cobie
1425 Prairie Dr
Story City, Ia 50248

Sidewalk

192 SF (24x8) - Remove and replace Sidewalk with 6" concrete @ \$7.00/ SF = \$1344.00

Total Due = \$1344.00

Work Completed and Paid For


Jason Wirth

CITY OF STORY CITY

504 Broad Street
Story City, IA 50248
515.733.2121

www.cityofstorycity.org



1913 Herschell-Spillman Carousel

From the Desk of:
Cheryl Murken
Water Utility Clerk

Date: February 6, 2023
To: Mayor, City Council and City Administrator
From: Cheryl Murken
Subject: Jim & Sherry Keigan @ 1007 Elm Ave.

When I received the new meter readings for 11/15/22 – 12/15/22, I noticed that the residence located at 1007 Elm Ave. was significantly higher than normal so I called the owners and told them their water consumption was excessive. After alerting the owners they discovered a brand-new toilet they discovered that it was defective and was not shutting off properly. It has been replaced. They typically use between 57-80 cubic feet and the new reading indicated a usage of 574 cubic feet for the time frame. The owner's average sewer cost for the past 12 months is \$43.40 so the proposed sewer adjustment amount is \$170.39. It is my recommendation to the council that the sewer charge adjustment be granted.

Respectfully submitted,

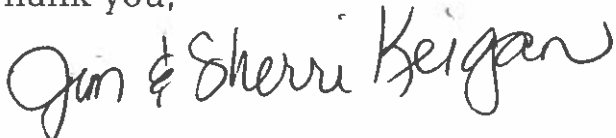
Cheryl Murken
Deputy City Clerk/Water Utility Clerk

January 16, 2023

Story City Council Members,

We would like to ask for credit for our sewer bill at 1007 Elm Street for service from 11-15-22 through 12-15-22. We had a family that was renting the house and moved out during that time period. The house was vacant, so we had no idea that the water usage was so high. We are thankful that Cheryl called and warned us. We believe that the problem was a toilet and we have fixed it. We would appreciate any credit that you could offer us.

Thank you,

A handwritten signature in black ink that reads "Jim & Sherri Keigan". The signature is written in a cursive, flowing style.

Jim & Sherri Keigan

City of Story City 504 Broad Street Story City, IA 50248 (515) 733-2121

Presorted
First Class Mail
US Postage Paid
Story City, IA 50248
Permit No. 72

ADDRESS
SERVICE
REQUESTED

SERVICE FROM	SERVICE TO	BILLING DATE	PREV BALANCE
11/15/2022	12/15/2022	1/5/2023	\$99.68

METER READING	USAGE	*CODE	AMOUNT
PREVIOUS	770		204.29
PRESENT	5,740 WT	LF	2.00
		SD	2.00
		SW	213.79

STATUS
Active

ACCOUNT NUMBER	DUE DATE
03-004000-010	1/25/2023

TAX	AMOUNT DUE
\$12.26	\$534.02

PENALTY	AFTER DUE DATE PAY
\$20.43	\$554.45

2023. HERE WE COME!!
LOCATION: 1007 ELM

PLEASE RETURN BOTTOM STUB WITH PAYMENT
* SEE REVERSE SIDE FOR CODE EXPLANATION

ACCOUNT NUMBER	03-004000-010
DUE DATE	1/25/2023
AMOUNT DUE	\$534.02
AFTER DUE DATE PAY	\$554.45



JIM & SHERRY KEIGAN
1007 ELM AVE
STORY CITY, IA 50248

MEMORANDUM OF UNDERSTANDING AND AGREEMENT TO PAY LEGAL FEES

This Memorandum of Understanding is entered into among the City of Story City, Iowa (the "City"); Story County Economic Development Corporation; and Fareway Stores, Inc. (the "Company") as of the ____ day of _____, 2023.

WHEREAS, the City has established the Story City Consolidated Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, the Company has proposed to acquire certain real property (the "Property") situated at 1550 Broad Street and 521 Factory Outlet Drive in the City; and

WHEREAS, the Company has proposed to undertake the construction (the "Project") of a new building on the Property for use in the business operations of a Fareway grocery store; and

WHEREAS, the Company has requested that the City provide financial support to its undertaking of the Project, and the City is willing to offer such assistance in the form of (1) an economic development forgivable loan (the "Forgivable Loan"); and (2) tax increment financing payments (the "TIF Payments"), such TIF Payments to be funded with incremental property tax revenues to be derived from the Property; and

WHEREAS, the City intends to support the Company in its undertaking of the Project by (i) undertaking the necessary urban renewal amendment process pursuant to Chapter 403 of the Code of Iowa, (ii) authorizing and executing a development agreement (the "Development Agreement") regarding the Project and (iii) making provision for the authorization and funding the Forgivable Loan and the TIF Payments to be made under the Development Agreement; and

WHEREAS, the Company is willing to assist with the legal costs incurred by the City for the preparation of this Memorandum of Understanding, the Development Agreement and the amending of the plan for the Urban Renewal Area in the event that the Company does not undertake the Project and/or enter into the Development Agreement with the City **due to no fault of the City**; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

L MEMORANDUM OF UNDERSTANDING

The parties hereto agree that this Memorandum of Understanding represents each party's commitment to work cooperatively with the other party and to use each party's best efforts to prepare and approve the Development Agreement;

A. Statutory Processes.

Amend Urban Renewal Area & Authorize Development Agreement. The City hereby agrees to undertake the completion of the statutory requirements of Chapter 403 of the Code of Iowa in order to amend the Urban Renewal Area to ensure the inclusion of the Property

in the Urban Renewal Area and authorize the Project as an urban renewal project. Furthermore, the City agrees undertake the completion of the statutory requirements of Chapter 403 of the Code of Iowa in order to authorize the Development Agreement.

B. **Development Agreement.** The Company and the City agree that the Development Agreement will minimally include the following terms:

1. **Property Acquisition.** The Company will agree to acquire the Property (the "Acquisition") by no later than _____, 2023. The Company will agree to notify the City when it has acquired the Property.

2. **Project Construction and Operation.** The Company will agree to submit a detailed site plan (the "Site Plan") for the development of the Property to the City. The Company will agree to construct the Project in accordance with such Site Plan and all applicable land use regulations. The Company will agree that the completed Project will occupy not less than appx. 10,800 square feet of space (with the actual square footage to be specifically defined in the development agreement). Finally, the Company will to agree to maintain and use the completed Project in the business operations of a Fareway grocery store during the term of the Development Agreement (the "Business Operations Requirement").

3. **Certificate of Occupancy.** The Company shall take all action necessary to lawfully obtain a Certificate of Occupancy for the completed Project from the City and be operational by February 1, 2025.

4. **Minimum Assessment Agreement.** The Company will agree to enter into an assessment agreement (the "Assessment Agreement"), pursuant to Section 403.6 of the Code of Iowa fixing the minimum assessed valuation of the Property, in contemplation of the improvements to be constructed thereon, at not less than One Million Two Hundred Thousand Dollars (\$1,200,000) (the "Minimum Assessed Valuation") as of January 1, 2025 (the "First Valuation Date"). The Company will agree that the Minimum Assessed Valuation shall be established on the Story County property tax rolls as of the First Valuation Date regardless of the then-current degree of completion or incompleteness of the Project. The Assessment Agreement shall remain in effect throughout the term of the Development Agreement.

Following the Company's acquisition of the Property, the Company is responsible for certain platting, demolition, and site work as a part of the Project. The Story City Economic Development Corporation hereby agrees to work with the county assessor to establish a new base valuation for the Property for January 1, 2024, following removal of the improvements currently on the Property.

5. **Property Taxes.** The Company will agree to ensure timely payment of all property taxes on the Property with the completed Project thereon as they come due throughout the term of the Development Agreement and to submit, upon request by the City, a receipt or cancelled check in evidence of each such payment.

6. **Ownership of Property; Use of Project; Company's Annual Report.** The Company will agree to submit an annual report (the "Annual Report") to the satisfaction of the

City by no later than each October 15th during the term of the Development Agreement, commencing October 15, 2026, demonstrating that (i) the Business Operations Requirement is being met; and (ii) the Company owns the Property, including the Project. The Company agrees to provide such supporting documentation as may be requested by the City as an accompaniment to the Annual Report.

7. Forgivable Loan.

Forgivable Loan Disbursement Request. Within sixty (60) days of the commencement of operations of a Fareway grocery store, the Company will agree to submit a Forgivable Loan Disbursement Request (the "Disbursement Request") to the City. The Disbursement Request shall be accompanied by (i) documentation demonstrating, to the reasonable satisfaction of the City, the costs (the "Acquisition Costs") incurred by the Company in the Acquisition; and (ii) a promissory note evidencing the Company's obligation to repay the Forgivable Loan.

Forgivable Loan Proceeds and Repayment. The City will agree to advance the proceeds of the Forgivable Loan to the Company within sixty (60) days of receipt from the Company of a satisfactory Forgivable Loan Disbursement Request. The Forgivable Loan shall be in the maximum amount equal to the lesser of (i) the accepted Acquisition Costs, or (ii) \$800,000. The Company will agree to apply the proceeds of the Forgivable Loan to the payment of the Acquisition Costs.

All principal of and interest on the Forgivable Loan shall be due and owing to the City at City Hall by Noon on November 1, 2035, unless sooner forgiven in accordance with the terms of the Development Agreement or made subject to acceleration in accordance with the terms of the Development Agreement.

In the event that the Company closes the completed Project or sells the completed Project or Property, all outstanding principal of and interest on the Forgivable Loan shall be due and owing to the City at City Hall within sixty (60) days of the date of such closure or sale.

Loan Forgiveness. The City will agree that upon receipt of a satisfactory Annual Report from the Company, the City will agree to forgive ten percent (10%) of the principal amount of the Forgivable Loan. If the Company fails to submit an Annual Report as required in any given fiscal year, then no principal of the Forgivable Loan will be forgiven in such fiscal year.

8. Story City Economic Development Corporation Payments. Provided that the Company is in compliance with the terms of the Development Agreement, Story City Economic Development Corporation will agree to fund annual economic development support payments (the "Support Payments" and, individually each, a "Support Payment") to the Company in the amount of \$5,000 each. Story City Economic Development Corporation will agree that the first Support Payment shall be due and owing within sixty (60) days after the completed Project begins operating as a Fareway grocery store. The remaining Support Payments shall be due and owing on the anniversary of the first Support Payment for a total of ten (10) years, provided that no Support Payments from the Story City Economic Development Corporation will be made after April 30, 2034. The City will have no obligation to fund the Support Payments.

9. **TIF Payments.** The City will agree to fund the TIF Payments in an aggregate amount not to exceed Three Hundred Seventy Five Thousand Dollars (\$375,000) (the "Maximum Payment Total") over a period of not more than fifteen years (15) years of incremental property tax collections. Furthermore, the TIF Payments will be funded exclusively with the incremental property tax revenues to be derived from the Property, and all TIF Payments under the Development Agreement will be made subject to annual appropriation by the City Council. The TIF Payments will be in an amount equal to the available incremental property tax revenues from the Property factored by eighty-five percent (85%). It is assumed that the taxable value of the Project will go on the property tax rolls as of January 1, 2025. Accordingly, TIF Payments will be made under the Development Agreement on June 1 and December 1 of each fiscal year, beginning December 1, 2026, and continuing through and including June 1, 2041, or until such earlier date upon which total TIF Payments equal to the Maximum Payment Total have been made.

10. **Legal and Administrative Costs.** The Company will agree to assist with the legal fees and administrative costs incurred by the City in connection with the drafting, negotiation and authorization of the Development Agreement up to an amount ~~not in excess of~~ fifty percent (50%) of such legal fees and administrative costs, with such costs paid by the Company to be capped at \$7,500.00; unless the City fails to approve the Development Agreement contemplated herein. Following the City's approval of the Development Agreement, the Company will agree to remit payment to the City within 30-days of the submission of reasonable documentation by the City to the Company evidencing such costs.

C. **Liability.** The City and the Company hereby acknowledge that the obligations of the parties described in this Section I are merely a present statement of intent. The Company further acknowledges that the City Council must exercise its ordinary political discretion in the completion of the statutory processes referenced above. The City will not be held liable in the event that the City Council, through the exercise of its ordinary political discretion, determines to not approve any of the actions outlined herein. The Company shall not be held liable hereunder should it determine to not proceed with the execution of the Development Agreement or the undertaking of the Project, except for as set forth in this Section II with respect to certain legal fees.

II. AGREEMENT TO PAY LEGAL FEES

In the event that the Company determines not to undertake the Project and/or fails to enter into the Development Agreement with the City, the Company hereby agrees to pay for the legal fees and administrative costs (the "Legal and Admin Costs") incurred by the City in connection with the drafting, negotiation and authorization of the Development Agreement, including the costs incurred by the City for the preparation of this Memorandum of Understanding and Agreement to Pay Legal Fees, undertaking the prerequisite amendment to the urban renewal plan, and the preparation of the Development Agreement up to an amount not in excess of fifty percent (50%) of the actual Legal and Admin Costs, with such costs paid by the Company to be capped at \$7,500.00. The Company agrees to remit payment to the City within 30-days of the submission of reasonable documentation by the City to the Company evidencing such Legal and Admin Costs.

The City and the Company have caused this Memorandum of Agreement and Agreement to Pay Legal Fees to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF STORY CITY, IOWA

By _____
Mayor

Attest:

City Clerk

STORY COUNTY ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Its: _____

FAREWAY STORES, INC.

By: _____
Its: _____



City of Story City, IA

CLAIMS REGISTER REPORT

By Segment (Select Below)

Payable Dates 1/14/2023 - 2/3/2023

Vendor Name	Description (Payable)	Amount
Department: 1110 - POLICE DEPARTMENT		
WELLMARK	GROUP HEALTH/DENTAL	3,942.50
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	96.00
WINDSTREAM	Phone/Internet	77.12
CITY OF AMES	MAPSG	1,388.48
MID-STATES ORGANIZED CRI	MEMBERSHIP	100.00
GALLS INC	CLOTHING JE	37.53
GALLS INC	JACKET H S	215.73
GALLS INC	CLOTHING J.E.	33.00
KELTEK INCORPORATED	SERVICE	155.25
MPEC/NAPA Auto Parts	SUPPLIES	47.48
KARL FORD	PARTS/SERVICE	1,282.62
		Department 1110 - POLICE DEPARTMENT Total:
		7,375.71
Department: 1150 - FIRE DEPARTMENT		
BLACK HILLS ENERGY	GAS SERVICE	1,621.83
ST CO FIREFIGHTERS ASSOC	2023 DUES	25.00
FELD FIRE EQUIPMENT CO	PARTS	968.40
VAN WALL	CHAIN SAW GRANT PURCHAS	413.40
		Department 1150 - FIRE DEPARTMENT Total:
		3,028.63
Department: 1160 - FIRST RESPONDERS		
BRIGHTGUY, INC	FLASHLIGHTS (GRANT PURCH	437.54
ACTIVE 911 INC	SUBSCRIPTION	225.00
BOUND TREE MEDICAL LLC	G3 MED SLINGERS (GRANT PU	268.98
BOUND TREE MEDICAL LLC	g3 med slingers grant purchas	111.99
NUCARA PHARMACY	ASPIRIN	4.19
		Department 1160 - FIRST RESPONDERS Total:
		1,047.70
Department: 1170 - BLDG INSPECTIONS		
SAFE BUILDING	PERMITS	12,231.18
		Department 1170 - BLDG INSPECTIONS Total:
		12,231.18
Department: 1190 - ANIMAL CONTROL		
HEARTLAND PET HOSPITAL	IMPOUND FEES	167.54
		Department 1190 - ANIMAL CONTROL Total:
		167.54
Department: 2210 - STREET/ROADWAY MAINT		
WELLMARK	GROUP HEALTH/DENTAL	2,722.84
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	48.00
IOWA ONE CALL	ONE CALL	4.20
BLACK HILLS ENERGY	GAS SERVICE	629.53
MENARDS	SUPPLIES	69.98
TYLER TECHNOLOGIES INC	TYLER ANNUAL FEES	1,146.84
		Department 2210 - STREET/ROADWAY MAINT Total:
		4,621.39
Department: 2250 - SNOW & ICE		
HAWKEYE TRUCK EQUIP	BOLTS/BLADES	606.00
		Department 2250 - SNOW & ICE Total:
		606.00
Department: 4410 - LIBRARY		
WELLMARK	GROUP HEALTH/DENTAL	411.79
WELLMARK	GROUP HEALTH/DENTAL	137.93
VISA/BERTHA BARTLETT	Programming	41.51
VISA/BERTHA BARTLETT	Programming	21.57
BAKER & TAYLOR	BOOKS	100.87
INGRAM LIBRARY SERVICES	BOOKS	171.91
INGRAM LIBRARY SERVICES	BOOKS	14.37
AMAZON CAPITAL SERVICES	MATERIALS	109.00

CLAIMS REGISTER REPORT

Payable Dates: 1/14/2023 - 2/3/2023

Vendor Name	Description (Payable)	Amount
AMAZON CAPITAL SERVICES	MATERIALS	56.34
AMAZON CAPITAL SERVICES	MATERIALS	40.98
AUREON COMMUNICATIONS	LIBRARY SERVICIE	83.30
BLACK HILLS ENERGY	GAS/LIBRARY	857.39
SABRINA GOGERTY	CLEANING	300.00
Department 4410 - LIBRARY Total:		2,346.96
Department: 4430 - PARKS		
WELLMARK	GROUP HEALTH/DENTAL	402.30
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	32.00
HAWKEYE TRUCK EQUIP	BOLTS/BLADES	299.00
BLACK HILLS ENERGY	GAS SERVICE	874.16
VAN WALL	REPAIRS	226.67
SIGN PRO	SIGNS	575.00
MPEC/NAPA Auto Parts	SUPPLIES	8.98
KARL FORD	PARTS/SERVICE	5.86
Department 4430 - PARKS Total:		2,423.97
Department: 4440 - RECREATION DEPARTMENT		
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	16.00
MARY GREELEY MED CENTER	UTILITIES	8,042.59
CYCLONE AWARDS	ROSY CHEEKS	210.50
SIGN PRO	SIGNS	830.00
Department 4440 - RECREATION DEPARTMENT Total:		9,099.09
Department: 4445 - SWIMMING POOL		
BLACK HILLS ENERGY	GAS SERVICE	70.52
IOWA PARK & RECREATION	AQUATICS CONTINUE ED	270.00
Department 4445 - SWIMMING POOL Total:		340.52
Department: 5520 - ECONOMIC DEVELOPMENT		
STORY CITY EDC	EDC CONTRIBUTIONS/WATER	323.30
Department 5520 - ECONOMIC DEVELOPMENT Total:		323.30
Department: 5540 - PLANNING AND ZONING		
FOX ENGINEERING ASSOC, IN	SITE PLAN REVIEW KWIK STAR	472.50
Department 5540 - PLANNING AND ZONING Total:		472.50
Department: 5845 - HOSPITAL		
TYLER TECHNOLOGIES INC	TYLER ANNUAL FEES	229.37
Department 5845 - HOSPITAL Total:		229.37
Department: 6300 - PARTIAL SELF FUNDING		
BENEFITS INC	510-0010	344.10
BENEFITS INC	Health Insurance	126.00
Department 6300 - PARTIAL SELF FUNDING Total:		470.10
Department: 6611 - EXECUTIVE (MAYOR, ADM)		
WELLMARK	GROUP HEALTH/DENTAL	1,691.39
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	16.00
KARL FORD	PARTS/SERVICE	79.99
Department 6611 - EXECUTIVE (MAYOR, ADM) Total:		1,787.38
Department: 6620 - FINANCIAL AD (CLERK,TREA)		
WELLMARK	GROUP HEALTH/DENTAL	1,666.39
PETTY CASH	Petty Cash	139.85
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	26.40
STAPLES	OFFICE SUPPLIES	273.62
Department 6620 - FINANCIAL AD (CLERK,TREA) Total:		2,106.26
Department: 6650 - CITY HALL/SENIOR CENTER		
WELLMARK	GROUP HEALTH/DENTAL	172.42
JARED GARDNER	City Hall clean up	200.00
ANGELA HALLADAY	Jan Cleaning C/H	210.00
BLACK HILLS ENERGY	GAS SERVICE	1,935.55
MENARDS	SUPPLIES	74.98
Department 6650 - CITY HALL/SENIOR CENTER Total:		2,592.95

CLAIMS REGISTER REPORT

Payable Dates: 1/14/2023 - 2/3/2023

Vendor Name	Description (Payable)	Amount
Department: 6670 - DATA PROCESSING		
TYLER TECHNOLOGIES INC	Conversion/Process Review	5.25
TYLER TECHNOLOGIES INC	TYLER PAYMENTS	29.95
SALTECH	SERVICE	92.50
TYLER TECHNOLOGIES INC	025-410700	11.81
TYLER TECHNOLOGIES INC	TYLER ANNUAL FEES	5,160.76
		Department 6670 - DATA PROCESSING Total:
		5,300.27
Department: 7718 - CAP PROJ/EQUIP		
TYLER TECHNOLOGIES INC	TYLER ANNUAL FEES	2,867.08
		Department 7718 - CAP PROJ/EQUIP Total:
		2,867.08
Department: 8760 - I-35 DEVELOPMENT		
AMERICAN PACKAGING	Development Agreement 202	182,800.00
		Department 8760 - I-35 DEVELOPMENT Total:
		182,800.00
Department: 8762 - CAPITAL PROJECTS		
R.H.GRAU CONSTRUCTION	Pay app 8	22,489.84
		Department 8762 - CAPITAL PROJECTS Total:
		22,489.84
Department: 8766 - WATER MAIN IMPROVEMENTS		
KELLER EXCAVATING	Pay App 3	32,612.68
		Department 8766 - WATER MAIN IMPROVEMENTS Total:
		32,612.68
Department: 8846 - FRAN KINNE ESTATE		
I & S GROUP	CAROUSEL FIELD PLANS	1,650.00
		Department 8846 - FRAN KINNE ESTATE Total:
		1,650.00
Department: 9211 - STORM DRAINAGE		
TYLER TECHNOLOGIES INC	Conversion/Process Review	2.10
TYLER TECHNOLOGIES INC	TYLER PAYMENTS	11.98
TYLER TECHNOLOGIES INC	025-410700	4.73
		Department 9211 - STORM DRAINAGE Total:
		18.81
Department: 9810 - WATER UTILITY		
WELLMARK	GROUP HEALTH/DENTAL	1,966.25
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	32.00
STORY CITY MUN ELEC UTILIT	Data Processing Oct, Nov, Dec	355.99
TYLER TECHNOLOGIES INC	Conversion/Process Review	46.20
HACH COMPANY	SUPPLIES	1,636.91
HACH COMPANY	CHEMICALS	1,529.25
BIG STATE INDUSTRIAL SUPPL	SAFETY SUPPLIES	449.00
BIG STATE INDUSTRIAL SUPPL	TOOLS	419.80
USA BLUE BOOK	FLAGS/SUPPLIES	543.51
IOWA ONE CALL	ONE CALL	4.20
NATIONAL INDUSTRIAL & SAF	TOOLS	358.90
T & T LINE-X LLC	BED LINER	569.00
HAWKINS INC	CHEMICALS	11,599.00
BLACK HILLS ENERGY	GAS SERVICE	210.84
TYLER TECHNOLOGIES INC	TYLER PAYMENTS	263.56
USA BLUE BOOK	IOWA STATE FLAGS	200.34
TYLER TECHNOLOGIES INC	025-410700	103.95
STORY CITY POSTMASTER	WATER UTILITY BILLS	244.22
		Department 9810 - WATER UTILITY Total:
		20,532.92
Department: 9815 - SEWER UTILITY		
WELLMARK	GROUP HEALTH/DENTAL	1,966.25
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	32.00
STORY CITY MUN ELEC UTILIT	Data Processing Oct, Nov, Dec	355.99
MICROBAC LABORATORIES, IN	Lab Testing	1,439.50
TYLER TECHNOLOGIES INC	Conversion/Process Review	51.45
SCHULING HITCH	BACK RACK LIGHT BAR	1,039.75
IOWA ONE CALL	ONE CALL	4.20
BLACK HILLS ENERGY	GAS SERVICE	866.80
DWAIN WATTS	CLOTHING REIMBURSEMENT	51.45
TYLER TECHNOLOGIES INC	TYLER PAYMENTS	293.51

CLAIMS REGISTER REPORT

Payable Dates: 1/14/2023 - 2/3/2023

Vendor Name	Description (Payable)	Amount
TYLER TECHNOLOGIES INC	025-410700	115.76
TYLER TECHNOLOGIES INC	TYLER ANNUAL FEES	7,712.78
TYLER TECHNOLOGIES INC	TYLER ANNUAL FEES	7,712.78
STORY CITY POSTMASTER	WATER UTILITY BILLS	244.23
	Department 9815 - SEWER UTILITY Total:	21,886.45
	Grand Total:	341,428.60

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	50,470.09
033 - GILBERT PUBLIC LIBRARY	173.87
110 - ROAD USE TAX	5,227.39
115 - PARTIAL SELF FUNDING	470.10
134 - FRAN KINNE ESTATE	1,650.00
135 - I-35 DEVELOPMENT	182,800.00
200 - DEBT SERVICE	2,867.08
316 - WATER PROJECTS	32,612.68
331 - CITY HALL/ PUBLIC WORKS FACILITIES PROJECTS	22,489.84
600 - WATER UTILITY	20,532.92
610 - SEWER UTILITY	21,886.45
680 - HOSPITAL ACCOUNT	229.37
740 - STORM WATER DRAINAGE	18.81
Grand Total:	341,428.60

Account Summary

Account Number	Account Name	Payment Amount
001-1110-6150	INSURANCE, GROUP HE	4,038.50
001-1110-6181	CLOTHING ALLOWANCE	286.26
001-1110-6210	DUES & SUBSCRIPTIONS	100.00
001-1110-6332	VEHICLE REPAIR & MAIN	1,330.10
001-1110-6350	EQUIPMENT REPAIR &	155.25
001-1110-6373	TELEPHONE	77.12
001-1110-6413	PAYMENTS TO OTHER A	1,388.48
001-1150-6210	DUES & SUBSCRIPTIONS	25.00
001-1150-6371	UTILITIES	1,621.83
001-1150-6504	MINOR EQUIPMENT	1,381.80
001-1160-6210	DUES & SUBSCRIPTIONS	225.00
001-1160-6507	MISC. OPERATING SUPP	822.70
001-1170-6490	PROFESSIONAL SERVICE	12,231.18
001-1190-6413	PAYMENTS TO OTHER A	167.54
001-4410-6150	INSURANCE, GROUP HE	411.79
001-4410-6320	BUILDING & GROUNDS	300.00
001-4410-6371	UTILITIES	857.39
001-4410-6373	TELEPHONE	83.30
001-4410-6500	PROGRAMMING	41.51
001-4410-6502	TECHNOLOGY	109.00
001-4410-6772	BOOKS	329.12
001-4410-6773	VIDEO	40.98
001-4430-6150	INSURANCE, GROUP HE	434.30
001-4430-6330	MOTOR VEHICLE MAINT	304.86
001-4430-6331	MOTOR VEHICLE OPER.	8.98
001-4430-6332	VEHICLE REPAIR & MAIN	226.67
001-4430-6371	UTILITIES	874.16
001-4430-6499	MISCELLANEOUS	575.00
001-4440-6150	INSURANCE, GROUP HE	16.00
001-4440-6371	UTILITIES	8,042.59
001-4440-6499	MISCELLANEOUS	1,040.50
001-4445-6230	TRAVEL & TRAINING	270.00
001-4445-6371	UTILITIES	70.52
001-5520-6413	PAYMENTS TO OTHER A	323.30
001-5540-6490	PROFESSIONAL SERVICE	472.50
001-6611-6150	INSURANCE, GROUP HE	1,707.39
001-6611-6330	MOTOR VEHICLE MAINT	79.99
001-6620-6150	INSURANCE, GROUP HE	1,692.79
001-6620-6506	OFFICE SUPPLIES	273.62
001-6620-6508	PETTY CASH/POSTAGE	139.85

Account Summary

Account Number	Account Name	Payment Amount
001-6650-6150	INSURANCE, GROUP HE	172.42
001-6650-6320	BUILDING & GROUNDS	484.98
001-6650-6371	UTILITIES	1,935.55
001-6670-6490	PROFESSIONAL SERVICE	5,300.27
033-4410-6150	INSURANCE, GROUP HE	137.93
033-4410-6500	PROGRAMMING	21.57
033-4410-6772	BOOKS	14.37
110-2210-6150	INSURANCE, GROUP HE	2,770.84
110-2210-6371	UTILITIES	629.53
110-2210-6490	PROFESSIONAL SERVICE	1,151.04
110-2210-6499	MISCELLANEOUS	69.98
110-2250-6350	EQUIPMENT REPAIR &	606.00
115-6300-6150	INSURANCE, GROUP HE	470.10
134-8846-6490	PROFESSIONAL SERVICE	1,650.00
135-8760-6796	ECONOMIC GRANT	182,800.00
200-7718-6490	PROFESSIONAL SERVICE	2,867.08
316-8766-6798	CAPITAL PROJECT	32,612.68
331-8762-6798	CAPITAL PROJECT	22,489.84
600-9810-6150	INSURANCE, GROUP HE	1,998.25
600-9810-6331	MOTOR VEHICLE OPER.	569.00
600-9810-6371	UTILITIES	210.84
600-9810-6419	DATA PROCESSING	657.93
600-9810-6490	PROFESSIONAL SERVICE	360.19
600-9810-6499	MISCELLANEOUS	1,008.24
600-9810-6507	MISC. OPERATING SUPP	12,562.31
600-9810-6524	SCIENTIFIC SUPPLIES	3,166.16
610-9815-6150	INSURANCE, GROUP HE	1,998.25
610-9815-6181	CLOTHING ALLOWANCE	51.45
610-9815-6331	MOTOR VEHICLE OPER.	1,039.75
610-9815-6371	UTILITIES	866.80
610-9815-6419	DATA PROCESSING	8,417.73
610-9815-6490	PROFESSIONAL SERVICE	9,512.47
680-5845-6490	PROFESSIONAL SERVICE	229.37
740-9211-6490	PROFESSIONAL SERVICE	18.81
	Grand Total:	341,428.60

Project Account Summary

Project Account Key	Payment Amount
None	341,428.60
	Grand Total:
	341,428.60