CITY OF STORY CITY



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

Herschell-Spillman Carousel

COUNCIL AGENDA MONDAY, MARCH 7, 2022 - 7:00 P.M. COMMUNITY CENTER - 503 ELM AVENUE

- I. CALL TO ORDER AND ROLL CALL, 7:00 P.M.
- II. APPROVE/AMEND THE AGENDA
- III. APPROVAL OF THE FEBRUARY 21, 2022 REGULAR MEETING MINUTES
- IV. CITIZEN APPEARANCE:
 - A) Pete Tekippe Funding Request for Downtown Mural
 - B)
- V. PUBLIC HEARINGS:
 - Proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the 2022 Water Main Improvement Project
 - B) Proposed Restated Plan for the Mall Revitalization Area

C)

VI. LEGAL ITEMS:

- A) Resolution No. 22-24 Finally Approving and Confirming Plans, Specifications, Form of Contract, and Estimate of Cost for the 2022 Water Main Improvement Project
- B) Table Consideration of 2022 Water Main Improvement Bid Proposals to March 21, 2022, City Council Meeting
- C) Resolution No. 22-25 Adopting Restated Plan for the Mall Revitalization Area
- D) Resolution No. 22-26 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 Thereof
- E) Resolution No. 22-27 To Provide for a Notice of Hearing on Proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the Ballfield Improvements Athletic Lighting Project and the Taking of Bids Thereof
- F) Resolution No. 22-28 Authorizing Development Agreement with Story City Economic Development Group

- G) Resolution No. 22-29 Setting a Public Hearing on the Proposed Fiscal Year 2022-23 Budget
- H) Resolution No. 22-30 Authorizing Weight Embargos on Roads
- I) Resolution No. 22-31 Establishing the City of Story City's Official Position on the Navigator Heartland Greenway CO2 Pipeline

J)

VII. ADMINISTRATIVE ITEMS:

- A) Approve Engineering Services Agreement with MSA for Aeromod Wastewater Treatment Plant Project
- B) Approve Change Order No. 1 and Change Request No. 3 for the City Hall Renovations Project

C)

VIII. PERMITS:

- A) Sign:
 - 1. Karl Ford 510 Factory Outlet Drive

2.

B)

IX. MAYOR & CITY COUNCIL AGENDA ITEMS:

- A) Residential Tax Abatement:
 - 1. Cale and Amber Doyle 938 8th St

2.

B)

X. APPROVAL OF BILLS AND CLAIMS

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

Mayor Jensen called the council meeting to order on Monday, February 21, 2022, at 7:00 pm at the Community Center.

Present: Mayor Jensen, Administrator Jackson

Council Members: Ostrem, Phillips, Solberg, O'Connor, Sporleder

Absent: Attorney Larson

Also Present: Nicole Englehardt, Shanon McKinley, Tyler Frederickson, Nick

Hermansen, EDC; Matt Sporleder, Story City Chief of Police

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 February 8, 2022 Regular Meeting Minutes.

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

Nay: None

Motion Carried.

CITIZEN APPEARANCE

A) None

PUBLIC HEARINGS

- A) Proposed Loan Agreement in a Principal Amount Not to Exceed \$50,000 for Acquisition of Vehicles and Equipment for the Street Department

 Mayor Jensen Opened the public hearing. With no public comment, Mayor Jensen Closed the public hearing.
- B) Proposed Maximum Property Tax Dollars to Certify for Levy for the Fiscal Year 2022-23 Budget
 Mayor Jensen Opened the public hearing. With no public comment, Mayor Jensen Closed the public hearing.

LEGAL ITEMS

A) RESOLUTION NO. 22-21 – TAKING ADDITIONAL ACTION ON PROPOSAL TO ENTER INTO A GENERAL OBLIGATION EQUIPMENT ACQUISITION LOAN AGREEMENT AND PROVIDING FOR THE LEVY OF TAXES TO PAY GENERAL OBLIGATION EQUIPMENT ACQUISITION NOTE

Motion by Sporleder, seconded by O'Connor, to approve Resolution No. 22-21 – Taking Additional Action on Proposal to Enter into a General Obligation Equipment Acquisition Loan Agreement and Providing for the Levy of Taxes to Pay General Obligation Equipment Acquisition Note Aye: Ostrem, Phillips, Solberg, O'Connor, Sporleder Nay: None Motion Carried.

B) RESOLUTION NO. 22-22 – APPROVING THE FISCAL YEAR 2022-23 MAXIMUM PROPERTY TAX DOLLARS

Motion by Ostrem, seconded by Phillips, to approve Resolution No. 22-22 – Approving the Fiscal Year 2022-23 Maximum Property Tax Dollars Aye: Ostrem, Phillips, Solberg, O'Connor, Sporleder Nay: None Motion Carried.

C) RESOLUTION NO. 22-23 – PROVIDING FOR NOTICE OF HEARING ON PROPOSED AMENDMENT TO THE REVITALIZATION PLAN FOR THE MALL REVITALIZATION AREA

Motion by Phillips, seconded by Solberg, to approve Resolution No. 22-23 – Providing for Notice of Hearing for March 7, 2022, on Proposed Amendment to the Revitalization Plan for the Mall Revitalization Area Aye: Ostrem, Phillips, Solberg, O'Connor, Sporleder Nav. None

Nay: None Motion Carried.

ADMINISTRATIVE ITEMS

A) Request Authorization to Purchase Police Department Vehicle
Chief Matt Sporleder presented a request for a new Police Department Vehicle.
Motion by O'Connor, seconded by Ostrem, to approve Authorization to Purchase Police Department Vehicle

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

Nay: None Motion Carried.

B) Request Authorization to Advertise for Police Officer Position Chief Matt Sporleder presented a request to begin advertisement for a new Police Officer. Motion by Solberg, seconded by O'Connor, to approve Authorization to Advertise for Police Officer Position

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

Nay: None Motion Carried.

PERMITS

A) None

MAYOR & CITY COUNCIL AGENDA ITEMS

A) Update and Discussion on Economic Development Projects
Council and Mayor had discussion with EDC representatives regarding recruitment efforts for a grocery store.

APPROVAL OF BILLS AND CLAIMS

Motion by Ostrem, seconded by O'Connor, to approve Payment of Bills and Claims.

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

Nay: None

Motion Carried.

MAYOR AND CITY COUNCIL COMMENTS REGARDING NON-AGENDA ITEMS

• CM Solberg provided an update on recent Library Board meeting.

There being no further business before council, the meeting adjourned at 8:13 p.m.

ATTEST:	

CITY OF STORY CITY



13 Herschell-Spillman Carousel

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

To: The Honorable Mayor & City Council

From: Mark A. Jackson, City Administrator M

Re: Resolution 22-24 – Approving the Plans, Specifications,

Form of Contract, and Estimate of Cost for the

2022 Water Main Improvement Project

Date: March 7, 2022

Presented for Mayor & City Council consideration is Resolution No. 22-24 for the purpose of finally approving and confirming the proposed plans, specifications, form of contract and estimate of cost for the 2022 Water Main Improvement Project.

The project shall include replacing or extending the following water mains:

- > Larson Ave between Cedar St and 4th St
- ➤ 4th St between Larson Ave and Market Ave
- Market Ave between 4th St and Washington Ave
- ➤ Washington St between Market Ave and Park Ave (to be bid as an alternate)
- > 8th St between Grand Ave and Hillcrest Dr
- ➤ Hillcrest Dr between Maple St. and Henryson St

The total estimated construction cost of the project is approximately \$605,000 (the engineering cost is \$98,000) and will be financed from the 2021A Bond and a probable Story County ARPA grant in the amount of \$214,250.

RESOLUTION NO. 22-24

Resolution finally approving and confirming plans, specifications, form of contract and estimate of cost for the 2022 Water Main Improvement 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 2022 Water Main Improvement 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 March 7, 2022;

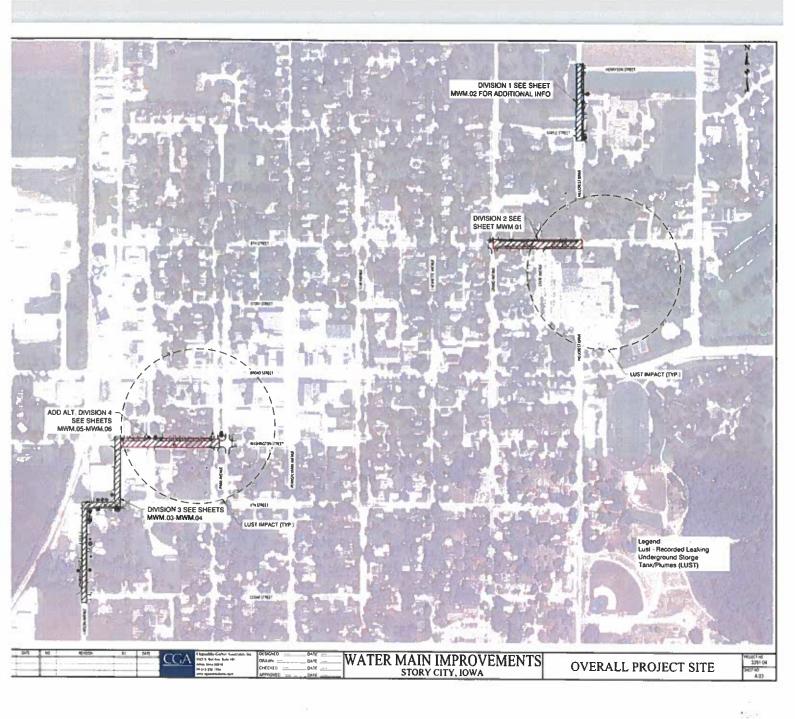
NOW, THEREFORE, Be It Resolved by the City Council of the City of Story City, Iowa, as follows:

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 March 7, 2022.

	Mike Jensen, Mayor	
Attest:		
Heather Slifka, City Clerk		



Bid Yabuletkon 2022 Water Main Improvement Project Story City, IA ~ Bid Date: March 2, 2022 10;00 AM

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*Denotes Math Error Corrected by Engineer

Prepared by Clapsaddle-Garber Associates, Inc.

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Sidewall DCC A" Demons & Demons	+	+	+	\$15.00	\$750.00
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Granular Surfacing, Remove & Replace 10	90	\$30.00	\$1,800,00	\$55.00	\$3,300.00
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DIVISION 9 - SITE WORK AND LANDSCAPING	53.0	910,000,00	00,000,00	00.000.0¢	\$3,300.00
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RESOLUTION NO. 22-25

Resolution Adopting Amended and Restated Urban Revitalization Plan for the Mall Revitalization Area

WHEREAS, pursuant to the provisions of Chapter 404 of the Code of Iowa (the "Code") the City of Story City, Iowa (the "City"), has designated certain real property situated within the City as the Mall Revitalization Area (the "Urban Revitalization Area") and has adopted an Urban Revitalization Plan (the "Plan") for such Urban Revitalization Area; and

WHEREAS, it has been proposed that the Plan be amended to establish a tax abatement schedule for the industrial property classification; and

WHEREAS, pursuant to the provisions of the Code, before amending the Plan, the City must prepare an amended plan, hold a public hearing thereon, and otherwise comply with the procedures set forth therein; and

WHEREAS, an amended and restated plan (the "Restated Plan") has been prepared and presented to the City Council for consideration in accordance with the provisions of the Code, said Restated Plan being in a form and having the contents as set forth in Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, pursuant to the provisions of the Code, the City Council has held a public hearing on the Restated Plan on March 7, 2022;

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

Section 1. The Restated Plan is hereby adopted in the form attached hereto as Exhibit A.

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

Passed and approved March 7, 2022.

	Mike Jensen, Mayor
Attest:	
Heather Slifka, City Clerk	

AMENDED AND RESTATED URBAN REVITALIZATION PLAN

CITY OF STORY CITY, IOWA MALL REVITALIZATION AREA

2022

TABLE OF CONTENTS

A.	URBAN REVITALIZATION ACT	- 1
B.	DESCRIPTION OF THE AREA AND MAP	1
C.	DESIGNATION CRITERIA	1
D.	OBJECTIVES	1
E.	PROPOSED LAND USE AND ZONING	1
F.	PROPOSALS FOR EXPANDING CITY SERVICES	
G.	ELIGIBLE IMPROVEMENTS	2
H.	TIME FRAME	2
I.	EXEMPTIONS	2
J.	APPLICATION PROCEDURES	7
K.	PRIOR APPROVAL	7
L.	APPROVAL OF APPLICATIONS	3
M.	OTHER SOURCES OF REVITALIZATION FUNDS	4
N.	RELOCATION PROVISIONS	4
O.	OWNERS OF PROPERTY AND ASSESSED VALUATION	

A. URBAN REVITALIZATION ACT

The Urban Revitalization Act, Chapter 404, Code of Iowa, (the "Act") is intended to encourage redevelopment and revitalization within a designated area by authorizing incentives to the private sector. Qualified real estate within the designated area may be eligible to receive a total or partial exemption from property taxes on improvements for a specified number of years. The primary intent of the Act is to provide communities with a long-term increase or stabilization in their tax base by encouraging rehabilitation or new construction which might not otherwise occur.

Section 404.1 provides that a City Council may designate an area of the City as a revitalization area, if that area meets the following situation:

"An area which is appropriate as an economic development area as defined in Section 403.17 (of the Code of Iowa)."

B. DESCRIPTION OF THE AREA AND MAP

The proposed Mall Revitalization Area (hereinafter referred to as "Area") includes the following described real property:

Mall Subdivision 1, Lot 2, City of Story City, Story County, Iowa

A map showing the real property to be included within the Revitalization Area is attached as Exhibit A.

C. DESIGNATION CRITERIA

In accordance with Subsection 4 of Section 404.1 of the Act, the City Council has designated property within the Area as appropriate for economic development as defined in Section 403.17 of the Code of Iowa.

D. OBJECTIVES

The plan is prepared in conformance with Section 404.2 of the Code of Iowa for the purpose of providing incentives and outlining procedures to enhance the potential for economic development in the Area.

E. PROPOSED LAND USE AND ZONING

In accordance with the City's Comprehensive Land Use Plan, the revitalization area is proposed for commercial and industrial redevelopment, in accordance with the City's zoning regulations for the area.

F. PROPOSALS FOR EXPANDING CITY SERVICES

The City has not identified any need for additional city services.

G. ELIGIBLE IMPROVEMENTS

Eligible property improvements, as used in this plan, include rehabilitation and additions to existing commercial and industrial structures located within the Area.

Actual value added by improvements, as used in this plan, means the actual value added as of the first year for which the exemption was received. In order to be eligible for tax abatement, the increase in actual value of the property must be at least 5%.

All improvements, in order to be considered eligible, must be completed in conformance with all applicable regulations of the City, and must be completed during the time the Area is designated as a revitalization district.

H. TIME FRAME

The area shall be eligible for tax abatement under the revitalization plan after the date of the adoption of the ordinance designating the Area, until, in the opinion of the City Council, the desired level of revitalization has been attained or economic conditions are such that the continuation of the exemption granted would cease to be of benefit to the City, in which case the City Council may repeal the ordinance, pursuant to Section 404.7 of the Code of Iowa. In the event the ordinance is repealed, all existing exemptions shall continue until their expiration.

I. EXEMPTIONS

Commercial Improvements

All qualified real estate assessed as commercial property is eligible to receive an exemption from taxation on the actual value added by the improvements. The exemption is for a period of five years. The amount of the exemption is equal to a percentage of the actual value added by the improvements as set forth in the following schedule:

Year 1 - 75%	Year 4 – 30%
Year 2 – 60%	Year 5 – 15%
Year 3 – 45%	

Industrial Improvements

All qualified real estate assessed as industrial property is eligible to receive an exemption from taxation on the actual value added by the improvements. The exemption is for a period of five years. The amount of the exemption is equal to a percentage of the actual value added by the improvements as set forth in the following schedule:

Year 1 – 75% Year 2 – 60% Year 3 – 45%

Year 4 – 30% Year 5 – 15%

J. APPLICATION PROCEDURES

An application shall be filed for each new exemption claimed. The property owner must apply to the City for an exemption by February 1st of the assessment year for which the exemption is first claimed, but not later than the year in which all improvements included in the project are first assessed for taxation. The application shall contain, but not be limited to, the following information: the nature of the improvement, its cost, and the estimated or actual dates beginning and completing the improvement.

K. PRIOR APPROVAL

While applications should generally be filed after projects are completed, owners may submit a proposal for an improvement project to the City Council to receive prior approval for eligibility for a tax exemption on the project. The City Council shall give its prior approval if the project is in conformance with this plan for revitalization. However, if the proposal is not approved, the owner(s) may submit an amended proposal for the City Council to approve or reject. Such prior approval shall not entitle the owner(s) to exemption from taxation until the improvements have been completed and found to be qualified for the exemption.

L. APPROVAL OF APPLICATIONS

The City Council shall approve all applications submitted for completed projects if:

- 1. The project, as determined by the City Council, is in conformance with this plan;
 - 2. The project is located within the Area; and,
- 3. The improvements were made during the time the Area was designated as a revitalization area.

All approved applications shall be forwarded to the county assessor for review, pursuant to Section 404.5 of the Code of Iowa. The county assessor shall make a physical review of all properties with approved applications. The county assessor shall determine the increase in actual value for tax purposes due to the improvements and notify the applicant of the determination, which may be appealed to the local board of review pursuant to Section 441.37 of the Code of Iowa. After the initial tax exemption is granted, the county assessor shall continue to grant the tax exemption for the time period specified on the approved application. The tax exemptions for the succeeding years shall be granted without the owner(s) having to file an application for succeeding years.

M. OTHER SOURCES OF REVITALIZATION FUNDS

The City anticipates no other federal or state grants or loans for improvements in the area at this time other than those of conventional lending institutions at normal market rates.

N. RELOCATION PROVISIONS

The City does not anticipate the displacement or relocation of any persons, families, or businesses as a result of the improvements to be made in the Area.

O. OWNERS OF PROPERTY AND ASSESSED VALUATION

The names and addresses of the owners of the property located within the Area and the assessed valuation of such property is set forth on Exhibit B attached hereto.

EXHIBIT A MAP OF PROPERTY IN MALL REVITALIZATION AREA

Beacon Story County, IA / City of Ames

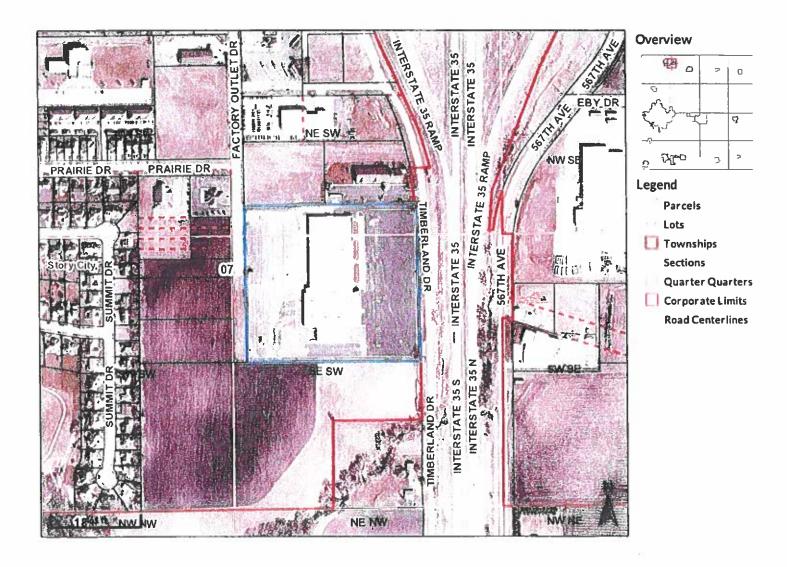


EXHIBIT B

NAME AND ADDRESSES OF THE OWNERS OF PROPERTY LOCATED WITHIN THE MALL REVITALIZATION AREA AND ASSESSED VALUATION OF SUCH PROPERTY

Dose Holdings LLC 104 W. Ist Street Bouton, Iowa 50039 \$1,174,420 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: Ballfield Improvements Project

Resolutions Setting Public Hearings and Taking Bids

Date: March 7, 2022

Presented for Mayor & City Council consideration are the following resolutions pertaining to the Ballfield Improvements Project:

Resolution No. 22-26 – To provide for a notice of hearing on the proposed plans, specifications, form of contract, and estimate of cost for the Ballfield Improvements Project, and the taking of bids.

Resolution No. 22-27 – To provide for a notice of hearing on proposed plans, specifications, form of contract, and estimate of cost for the Ballfield Improvements Project – Athletic Lighting and the taking of bids.

The proposed Ballfield Improvements Project includes the Carousel and East Fields and in general includes: 1) New lighting, 2) New dugouts, 3) New Fencing, 4) New Bleachers & PCC Pavement, and 4) Bid as an alternate, a new concession stand at the Carousel Field.

Bids for both projects will be due by 2:00 p.m. on March 30th and the public hearings on the projects will be held at the April 4th City Council meeting.

Preliminary cost estimates are as follows:

Lighting: \$350,000

Ballfields: \$650,000

Concession Stand: \$300,000

Engineering: \$75,570

As you are aware, the bidding climate has been extremely volatile and unpredictable.

Construction would begin after July 15th. However, the field lighting/other work may be installed prior to that if it does not interfere with existing field play. Final restoration and completion by May 30, 2023

Financing of the proposed project will come from proceeds from the Fran Kinne Estate which has a current balance of approximately \$1.3 million.

Since the East Field is also utilized by the Roland-Story Community School District; Mayor and Jensen and I met with School Board President Marc Soderstrom, Superintendent Matt Patton, and Athletic Director Brian Petersen and discussed with them the proposed improvements. In addition, we did request consideration of funding from the school in the amount of \$200,000. The school board did discuss at a work session and intends to wait and see how the district's Stadium Renovation Project turns out (public vote and/or project bids) before making a decision on financial support for the project.

RESOLUTION NO. 22-26

Resolution 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 therefor

WHEREAS, it has been proposed that the City Council of the City of Story City, Iowa (the "City"), undertake the authorization of a public improvement to be constructed as described in the proposed plans and specifications and form of contract prepared by I&S Group, Inc. (the "Project Engineers"), which may be hereafter referred to as the "Ballfield Improvements Project" (and is sometimes hereinafter referred to as the "Project"), which proposed plans, specifications, notice of hearing and letting, and form of contract and estimate of cost (the "Contract Documents") are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of a public hearing on the Contract Documents and to advertise for sealed bids for the Project;

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

- Section 1. The Contract Documents referred to in the preamble hereof are hereby approved in their preliminary form.
- Section 2. The Project is hereby determined to be necessary and desirable for the City, and, furthermore, it is hereby found to be in the best interests of the City to proceed toward the construction of the Project.
- Section 3. April 4, 2022, at 7:00 p.m., at the City Hall, Story City, Iowa, is hereby fixed as the time and place of hearing on the Contract Documents.
- Section 4. The City Clerk is hereby authorized and directed to publish notice (the "Notice of Hearing") of the hearing on the Contract Documents for the Project in a newspaper of general circulation in the City, which publication shall be made at least once, not less than four (4) and not more than twenty (20) days prior to the date of the hearing. The Notice of Hearing shall be in substantially the following form:

(Form of Notice of Hearing)

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE **BALLFIELD IMPROVEMENTS** FOR THE CITY OF STORY CITY, IOWA.

Notice is hereby given that the City Council of Story City, IA will meet at Story City City Hall, 504 Broad Street, Story City, IA 50248 on the 4th day of April, 2022, at 7:00 p.m., at which time and place a hearing will be held on the proposed plans and specifications, form of contract and estimate of cost for the BALLFIELD IMPROVEMENTS. Any interested person may appear at said hearing and file objections to the proposed plans, specifications, form of contract and estimated costs for said improvements.

The general description of types of construction and limits for which bids will be received shall be as follows:

Base Bid:

Construction of the Ballfield Improvements includes construction on two existing ballfields located in the City of Story City, IA. Improvements include approximately 715 square yards (SY) of PCC Pavement, 430 linear feet (LF) of chain link fence, 200 LF Backstop Fencing, Electrical Installation, Restoration, and other associated work.

Alternate #1:

Construction of Alternate #1 includes the construction of a Concession Stand, Water service, sanitary sewer service, and other associated work.

The improvements shall be constructed at Carousel Field, located northwest of the corner of Broad Street and Forest Avenue, and at East Field, located east of Hillcrest Drive and south of the access road to the north of Forty Oaks Drive.

Plans and specifications governing the construction of the proposed improvements have been prepared by the Engineer. These plans and specifications, and the proceedings of Story City City Hall referring to and defining said Ballfield Improvements, are hereby made a part of this Notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

Published upon order of the City of Story City, Iowa.

			CITY OF STORY CITY, IA	
ATTEST:		Mayor	BY /s/ Mike Jensen	
BY <u>/s/</u>	Heather Slifka			
	City Clerk		- · · - ·	

- Section 5. The City Council hereby delegates to the City Clerk the duty of receiving bids for the construction of the Project before 2:00 p.m., on March 30, 2022, at the City Hall, Story City, Iowa. At such time and place, the City Council hereby delegates to the City Clerk and/or the Project Engineers the duty of opening and announcing the results of the bids received. April 4, 2022, at 7:00 p.m., at the City Hall, in the City, is hereby fixed as the time and place that the Council will consider the bids received by the City Clerk in connection therewith.
- Section 6. The amount of the bid security to accompany each bid is hereby fixed at 10% of the total amount of the bid.
- Section 7. The City Clerk and/or the Project Engineers are hereby directed to give notice of the bid letting for the Project by posting notice (the "Notice to Bidders") at least once, not less than thirteen (13) and not more than forty-five (45) days prior to the date set for receipt of bids, in each of the following three places: (i) in a relevant contractor plan room service with statewide circulation; (ii) in a relevant construction lead generating service with statewide circulation; and (iii) on an internet site sponsored by either the City or a statewide association that represents the City. The Notice to Bidders shall be in substantially the following form:

(Form of Notice to Bidders)

NOTICE TO BIDDERS

FOR THE CONSTRUCTION OF BALLFIELD IMPROVEMENTS FOR THE CITY OF STORY CITY, IOWA.

Sealed bids will be received by the City Clerk of Story City, Iowa at City Hall, 504 Broad St, Story City, Iowa before **2:00 p.m.** on the **30th day of March**, **2022**, for the Ballfield Improvements Project in the City of Story City, Iowa, and for the City of Story City. At the above time and place all bids received by the City Council will be opened and publicly read with the results being reported to the City of Story City at their meeting on **April 4th**, **2022 at 7:00 p.m.**, at Story City City Hall, 504 Broad St, Story City, Iowa 50248, at which time the City Council may take action on the proposals submitted or at such time as may then be fixed.

The general description of types of construction and limits for which bids will be received shall be as follows:

Base Bid:

Construction of the Ballfield Improvements includes construction on two existing ballfields located in the City of Story City, IA. Improvements include approximately 715 square yards (SY) of PCC Pavement, 430 linear feet (LF) of chain link fence, 200 LF Backstop Fencing, Electrical Installation, Restoration, and other associated work.

Alternate #1:

Construction of Alternate #1 includes the construction of a Concession Stand, Water service, sanitary sewer service, and other associated work.

A more detailed description of the kinds and approximate quantities of materials and types of construction for which bids will be received are set forth in the Bid Form included in the specifications prepared by I+S Group, of Des Moines, Iowa, which, together with the proposed form of contract, have heretofore been approved by the Council, and are now on file for public examination in the office of the City Clerk at 504 Broad Street, and are by this reference made part hereof as though fully set out and incorporated herein.

All Bids shall be made on official proposal forms furnished by the Engineer and must be enclosed in a separate sealed envelope and plainly identified and addressed to the City of Story City.

Each Bid shall be accompanied by a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or a bidder's bond with corporate surety satisfactory to the City in an amount equal to Ten percent (10%) of the total amount of the proposal. If bid bond is submitted, it must be in the form provided in these specifications. Said check or share draft may be cashed, or the bid bond forfeited as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days of issuance of a Notice of Award and post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance of said improvements as required by law. The bid bond should be executed by a corporation authorized to contract as a surety in the State of Iowa and must not contain any conditions either in the body or as an endorsement thereon.

The successful bidder will be required to furnish a corporate surety bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, the payment for materials used in the project and the

maintenance of said improvements in good repair for not less than one (1) year from the time of acceptance of said improvements by the City Council.

The City reserves the right to defer acceptance of any proposal for a period not to exceed sixty (60) calendar days from the date of receipt of bids. The City reserves the right to reject any or all bids and to waive informalities.

Payment of the cost of said project will be made from such cash funds of the City as may be legally used for said purpose at the discretion of the City Council, including but not limited to, the net revenues of the Street Department, the proceeds from the sale of Revenue or General Obligation Bonds, and/or the proceeds from the sale of warrants, as authorized by Section 384.57 of the Code of Iowa, made payable from any or all of the above-mentioned sources.

The Contractor will be paid ninety-five per cent (95%) of the Engineer's estimate of the value of acceptable work completed at the end of the preceding month. Final payment will be made not less than thirty-one (31) days after completion of the work and acceptance by the City, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa.

No such final payment will be due until the Contractor certifies to the City that the materials, labor, and services involved in the final estimate have been paid for in accordance with the requirements stated in the specifications. The City of Story City is exempt from paying Sales and Use Tax and will supply Contractor with an "Iowa Sales Tax Exemption Certificate" and an authorization letter to allow the Contractor to buy equipment and material for the project tax free.

The work on this project shall commence within ten (10) days after receipt by the contractor of a written notice to proceed provided that no disturbance to the playing surface of the fields takes place prior to July 15th. All work shall be substantially completed by **May 1, 2023**, subject to any changes in the contract period as provided for in these specifications.

Liquidated damages in the amount of **\$500** per calendar day will be assessed for each day that any of the work shall remain uncompleted after **June 1, 2023** with due allowance for extensions of the contract period due to conditions beyond control of the Contractor.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

To the extent required by Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Plans and specifications governing the construction of the proposed improvements have been prepared by the Engineer. These plans and specifications, and the proceedings of the City

Council referring to and defining said improvements, are hereby made a part of this Notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

Copies of said plans and specifications and form of contract are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from I+S Group, 217 East 2nd Street, Des Moines, IA 50309, (515) 243-9143 upon deposit of fifty dollars (\$50.00) which shall be refunded upon return of the plans and specifications within fourteen days after award of the project. If the plans and specifications are not returned within fourteen days after award of the project and in a reusable condition, the deposit shall be forfeited. Plans and specifications may also be obtained by download from the ISG website at www.ISGInc.com and Quest CDN at questcdn.com.

Any bidder or equipment supplier whose firm or affiliate is listed in the GSA publication "List of Parties Excluded from Federal Procurement and Non-procurement Programs" will be prohibited from the bidding process. Anyone submitting a bid who is listed in this publication will be determined to be a non-responsive bidder in accordance with 40 CFR Part 31.

Published upon order of the City of Story City, Iowa.

CITY OF STORY CITY, IOWA

BY <u>/s/ Mike Jensen</u> Mayor

ATTEST:
BY /s/ Heather Slifka
City Clerk

Section 8. All provisions set out in the attached forms of notice are hereby recognized and prescribed by the City Council and all resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

Passed and approved March 7, 2022.

	Mike Jensen, Mayor
Attest:	
Heather Slifka, City Clerk	
At the conclusion of the meeting, the	City Council adjourned.
	Mike Jensen, Mayor
Attest:	
Heather Slifka, City Clerk	

RESOLUTION NO. 22-27

Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the Ballfield Improvements - Athletic Lighting Project, and the taking of bids therefor

WHEREAS, it has been proposed that the City Council of the City of Story City, Iowa (the "City"), undertake the authorization of a public improvement to be constructed as described in the proposed plans and specifications and form of contract prepared by I&S Group, Inc. (the "Project Engineers"), which may be hereafter referred to as the "Ballfield Improvements - Athletic Lighting Project" (and is sometimes hereinafter referred to as the "Project"), which proposed plans, specifications, notice of hearing and letting, and form of contract and estimate of cost (the "Contract Documents") are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of a public hearing on the Contract Documents and to advertise for sealed bids for the Project;

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

- Section 1. The Contract Documents referred to in the preamble hereof are hereby approved in their preliminary form.
- Section 2. The Project is hereby determined to be necessary and desirable for the City, and, furthermore, it is hereby found to be in the best interests of the City to proceed toward the construction of the Project.
- Section 3. April 4, 2022, at 7:00 p.m., at the City Hall, Story City, Iowa, is hereby fixed as the time and place of hearing on the Contract Documents.
- Section 4. The City Clerk is hereby authorized and directed to publish notice (the "Notice of Hearing") of the hearing on the Contract Documents for the Project in a newspaper of general circulation in the City, which publication shall be made at least once, not less than four (4) and not more than twenty (20) days prior to the date of the hearing. The Notice of Hearing shall be in substantially the following form:

(Form of Notice of Hearing)

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE **BALLFIELD IMPROVEMENTS – ATHLETIC LIGHTING** FOR THE CITY OF STORY CITY, IOWA.

Notice is hereby given that the City Council of Story City, IA will meet at Story City City Hall, 504 Broad Street, Story City, IA 50248 on the 4th day of April, 2022, at 7:00 p.m., at which time and place a hearing will be held on the proposed plans and specifications, form of contract and estimate of cost for the BALLFIELD IMPROVEMENTS – ATHLETIC LIGHTING. Any interested person may appear at said hearing and file objections to the proposed plans, specifications, form of contract and estimated costs for said improvements.

The general description of types of construction and limits for which bids will be received shall be as follows:

Base Bid:

The project shall include furnishing and installing light poles and fixtures on two ballfields within the City of Story City, IA.

The improvements shall be constructed at Carousel Field, located northwest of the corner of Broad Street and Forest Avenue, and at East Field, located east of Hillcrest Drive and south of the access road to the north of Forty Oaks Drive.

Plans and specifications governing the construction of the proposed improvements have been prepared by the Engineer. These plans and specifications, and the proceedings of Story City City Hall referring to and defining said Ballfield Improvements, are hereby made a part of this Notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

Published upon order of the City of Story City, Iowa.

			CITY OF STORY CITY, IA
			BY /s/ Mike Jensen
ATTEST:		Mayor	
BY /s/	Heather Slifka		
	City Clerk		

- Section 5. The City Council hereby delegates to the City Clerk the duty of receiving bids for the construction of the Project before 2:00 p.m., on March 30, 2022, at the City Hall, Story City, Iowa. At such time and place, the City Council hereby delegates to the City Clerk and/or the Project Engineers the duty of opening and announcing the results of the bids received. April 4, 2022, at 7:00 p.m., at the City Hall, in the City, is hereby fixed as the time and place that the Council will consider the bids received by the City Clerk in connection therewith.
- Section 6. The amount of the bid security to accompany each bid is hereby fixed at 10% of the total amount of the bid.
- Section 7. The City Clerk and/or the Project Engineers are hereby directed to give notice of the bid letting for the Project by posting notice (the "Notice to Bidders") at least once, not less than thirteen (13) and not more than forty-five (45) days prior to the date set for receipt of bids, in each of the following three places: (i) in a relevant contractor plan room service with statewide circulation; (ii) in a relevant construction lead generating service with statewide circulation; and (iii) on an internet site sponsored by either the City or a statewide association that represents the City. The Notice to Bidders shall be in substantially the following form:

(Form of Notice to Bidders)

NOTICE TO BIDDERS

FOR THE CONSTRUCTION OF BALLFIELD IMPROVEMENTS - ATHLETIC LIGHTING FOR THE CITY OF STORY CITY, IOWA.

Sealed bids will be received by the City Clerk of Story City, Iowa at City Hall, 504 Broad St, Story City, Iowa before **2:00 p.m.** on the **30th day of March, 2022**, for the Ballfield Improvements – Athletic Lighting Project in the City of Story City, Iowa, and for the City of Story City. At the above time and place all bids received by the City Council will be opened and publicly read with the results being reported to the City of Story City at their meeting on **April 4th, 2022 at 7:00 p.m.**, at Story City City Hall, 504 Broad St, Story City, Iowa 50248, at which time the City Council may take action on the proposals submitted or at such time as may then be fixed.

The general description of types of construction and limits for which bids will be received shall be as follows:

Base Bid:

The project shall include furnishing and installing light poles and fixtures on two ballfields within the City of Story City, IA.

A more detailed description of the kinds and approximate quantities of materials and types of construction for which bids will be received are set forth in the Bid Form included in the specifications prepared by I+S Group, of Des Moines, Iowa, which, together with the proposed form of contract, have heretofore been approved by the Council, and are now on file for public examination in the office of the City Clerk at 504 Broad Street, and are by this reference made part hereof as though fully set out and incorporated herein.

All Bids shall be made on official proposal forms furnished by the Engineer and must be enclosed in a separate sealed envelope and plainly identified and addressed to the City of Story City.

Each Bid shall be accompanied by a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or a bidder's bond with corporate surety satisfactory to the City in an amount equal to Ten percent (10%) of the total amount of the proposal. If bid bond is submitted, it must be in the form provided in these specifications. Said check or share draft may be cashed, or the bid bond forfeited as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days of issuance of a Notice of Award and post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance of said improvements as required by law. The bid bond should be executed by a corporation authorized to contract as a surety in the State of Iowa and must not contain any conditions either in the body or as an endorsement thereon.

The successful bidder will be required to furnish a corporate surety bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, the payment for materials used in the project and the maintenance of said improvements in good repair for not less than one (1) year from the time of acceptance of said improvements by the City Council.

The City reserves the right to defer acceptance of any proposal for a period not to exceed sixty (60) calendar days from the date of receipt of bids. The City reserves the right to reject any or all bids and to waive informalities.

Payment of the cost of said project will be made from such cash funds of the City as may be legally used for said purpose at the discretion of the City Council, including but not limited to, the net revenues of the Street Department, the proceeds from the sale of Revenue or General Obligation Bonds, and/or the proceeds from the sale of warrants, as authorized by Section 384.57 of the Code of Iowa, made payable from any or all of the above-mentioned sources.

The Contractor will be paid ninety-five per cent (95%) of the Engineer's estimate of the value of acceptable work completed at the end of the preceding month. Final payment will be made not less than thirty-one (31) days after completion of the work and acceptance by the City, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa.

No such final payment will be due until the Contractor certifies to the City that the materials, labor, and services involved in the final estimate have been paid for in accordance with the requirements stated in the specifications. The City of Story City is exempt from paying Sales and Use Tax and will supply Contractor with an "Iowa Sales Tax Exemption Certificate" and an authorization letter to allow the Contractor to buy equipment and material for the project tax free.

The work on this project shall commence within ten (10) days after receipt by the contractor of a written notice to proceed provided that no disturbance to the playing surface of the fields takes place prior to July 15th. All work shall be substantially completed by **May 1, 2023**, subject to any changes in the contract period as provided for in these specifications.

Liquidated damages in the amount of **\$500** per calendar day will be assessed for each day that any of the work shall remain uncompleted after **June 1**, **2023** with due allowance for extensions of the contract period due to conditions beyond control of the Contractor.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

To the extent required by Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Plans and specifications governing the construction of the proposed improvements have been prepared by the Engineer. These plans and specifications, and the proceedings of the City Council referring to and defining said improvements, are hereby made a part of this Notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

Copies of said plans and specifications and form of contract are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from I+S Group, 217 East 2^{nd} Street, Des Moines, IA 50309, (515) 243-9143 upon deposit of fifty dollars (\$50.00) which shall

be refunded upon return of the plans and specifications within fourteen days after award of the project. If the plans and specifications are not returned within fourteen days after award of the project and in a reusable condition, the deposit shall be forfeited. Plans and specifications may also be obtained by download from the ISG website at www.ISGInc.com and Quest CDN at questcdn.com.

Any bidder or equipment supplier whose firm or affiliate is listed in the GSA publication "List of Parties Excluded from Federal Procurement and Non-procurement Programs" will be prohibited from the bidding process. Anyone submitting a bid who is listed in this publication will be determined to be a non-responsive bidder in accordance with 40 CFR Part 31.

Published upon order of the City of Story City, Iowa.

CITY OF STORY CITY, IOWA

BY <u>/s/ Mike Jensen</u> Mayor

ATTEST:

BY <u>/s/ Heather Slifka</u> City Clerk Section 8. All provisions set out in the attached forms of notice are hereby recognized and prescribed by the City Council and all resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

Passed and approved March 7, 2022.

	Mike Jensen, Mayor	
Attest:		
Heather Slifka, City Clerk		
•••	••	
At the conclusion of the meeting, the City (Council adjourned.	
	Mike Jensen, Mayor	
Attest:		30
Heather Slifka, City Clerk		





Herschell-Spillman Carousel

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

To: The Honorable Mayor & City Council

From: Mark A. Jackson, City Administrator

Re: Resolution No. 22-28 – Authorizing Agreement with

Story City Economic Development Group on Ritland Property

Date: March 7, 2022

Presented for Mayor & City Council consideration is Resolution No. 22-28 for the purpose of authorizing a development agreement with the Story City Economic Development Group LLC (aka Story City Economic Development Corporation).

The Story City Economic Development Group, in collaboration with the City, will purchase approximately 72+/- acres of land from the estate of Elnora Ritland in the amount of \$1,550,000. It is intended that the property will serve as the site for future business development.

Highlights of the proposed agreement are as follows:

- ➤ The City will make an economic development grant to the Story City EDG in the amount of \$1,550,000 for the purchase of the property.
- ➤ The Story City EDG will be the owner of the property.
- ➤ The City will receive the proceeds from any sale of the property and will get the approval of any such sale from the Mayor and City Administrator.
- ➤ The Story City EDG will obtain approval from the Mayor and City Administrator if the real estate is listed.
- ➤ The City and Story City EDG will enter into a Farm Lease Agreement on distribution from the proceeds on the crops.

1012

RESOLUTION NO. 22-28

Resolution Authorizing Development Agreement with Story City Economic Development Group LLC

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a city may provide grants, loans, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans or other financial assistance, a city council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that, in determining whether funds should be spent, a city council must consider any or all of a series of factors; and

WHEREAS, the City of Story City, Iowa (the "City"), has previously established the Story City Consolidated Urban Renewal Area (the "Urban Renewal Area") and has established the Story City Consolidated Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund") in connection therewith; and

WHEREAS, the City has proposed to undertake an urban renewal project in the Urban Renewal Area consisting of funding of an economic development grant (the "Grant") to the Story City Economic Development Group LLC ("EDG") in connection with the acquisition of certain real property (the "Project") in the Urban Renewal Area as a site for future commercial and industrial development;

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

- Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:
 - a) The Project will add diversity and generate new opportunities for the Story City and Iowa economies; and
 - b) The Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed Grant.
- Section 2. The City Council further finds that a public purpose will reasonably be accomplished by making the Grant in connection with the Project.
- Section 3. The Grant in an amount not to exceed \$1,550,000, is hereby approved, subject to the terms and conditions set out in an economic development grant agreement (the "Agreement") to be entered into by EDG and the City. The City Administrator, with advice from bond counsel to the City, is hereby authorized and directed to prepare any additional documentation and to make such changes to the Agreement as are deemed necessary to carry out

the purposes of this Resolution. The Agreement is hereby approved. The Mayor and the City Clerk are hereby authorized to execute such documents as may be necessary to implement the Grant approved herein, including the Agreement, in substantially the form as has been presented to this City Council.

Section 4. It is hereby directed that an amount not to exceed Two Hundred Thousand Dollars (\$200,000) be advanced from the City's I-35 Development Fund (the "Source Fund") in order to fund the Grant. The Advance shall be repaid to the Source Fund, without interest, out of future incremental property tax revenues received into the Tax Increment Fund.

It is intended that the Advance shall be repaid to the Source Fund in ten (10) installments on June 1 in each of the years 2024 through 2033, inclusive, provided however that repayment of the Advance is subject to the determination of future City Councils that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Advance, and the City Council reserves the right to appropriate funds, or to withhold such appropriation, at its discretion.

Section 5. A copy of this Resolution shall be filed in the offices of the County of Auditor of Story County, Iowa to evidence the Advance. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify, no later than December 1, 2022, the original amount of the Advance.

Section 6. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

Passed and Approved this March 7, 2022.

	Mike Jensen, Mayor	
Attest:		
Heather Slifka, City Clerk		

ECONOMIC DEVELOPMENT GRANT AGREEMENT

This Economic Development Grant Agreement, including Exhibits (the "Agreement") is entered into between the CITY OF STORY CITY, IOWA (the "City") and STORY CITY ECONOMIC DEVELOPMENT GROUP LLC, (the "Developer") as of the _____ day of _____, 2022.

WHEREAS, the Developer has proposed to undertake the acquisition of certain real property (the "Property"), as described on Exhibit A hereto, in the Story City Consolidated Urban Renewal Area; and

WHEREAS, the Developer will use the Property in connection with the development of the industrial park in the Urban Renewal Area; and

WHEREAS, the Developer has requested that the City provide financial assistance to the Developer in order to assist in paying the costs of acquiring the Property; and

WHEREAS, the City is willing to provide such financial assistance in the form of a \$1,550,000 economic development grant (the "Grant") to the Developer provided that the Developer agrees to undertake certain obligations as hereinafter set forth; and

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

WHEREAS, this Agreement has been prepared to facilitate the funding of the Grant and to set forth the understanding between the City and the Developer;

NOW THEREFORE, the parties hereto agree as follows:

A. <u>Developer's Covenants</u>

- 1. The Developer agrees to acquire the Property by March 15, 2022 (the "Acquisition Date"). Further, the Developer agrees to use the proceeds of the Grant solely in connection with paying the costs of acquiring the Property. The Developer agrees to provide documentation to the satisfaction of the City demonstrating the costs that will be incurred by the Developer in acquiring the Property on or before the Acquisition Date.
- 2. The Developer agrees to use its best efforts to ensure that the Property is used for its highest and best industrial/business application.
- 3. The Developer agrees that prior to creating a real estate listing for all or any portion of the Property, the Developer will get the approval of the Mayor and the City Administrator of such real estate listing. Further, prior to the sale of all or any portion of the Property, the Developer will get the approval of the Mayor and the City Administrator of the terms of such sale.
- 4. In the event that the Developer sells all or a portion of the Property, the Developer agrees to remit payment to the City in an amount equal to the proceeds resulting from such sale

less reasonable transactional costs associated with the sale of the Property. Within thirty (30) days of the sale of any portion of the Property, the Developer agrees to notify the City of such sale and to make payment to the City as required in this Section A.4.

- 5. The Developer agrees to enter into an agreement ("Farm Lease Agreement") with the City governing the distribution of the proceeds of the farm lease(s) governing the sale of the crops grown on the Property. The terms of the Farm Lease Agreement shall be mutually agreed upon by the City and the Developer.
- 6. <u>a. Events of Default.</u> The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:
 - (i) Failure by the Developer to acquire the Property pursuant to the terms and conditions of this Agreement.
 - (ii) Failure by the Developer to comply with Section A.3 of this Agreement.
 - (iii) Failure by the Developer to fully and timely remit payments to the City pursuant to Section A.4 of this Agreement.
 - (iv) Failure by the Developer to enter into the Farm Lease Agreement with the City pursuant to the terms and conditions of this Agreement.
 - (v) Failure by the Developer to observe or perform any other material covenant on its part, to be observed or performed hereunder.

b. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Developer fails to cure the default or provide assurances, the City shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the disbursement of the Grant provided for under Section B.1 below.
- (iii) Recover from the Developer an amount equal to the full amount of the Grant previously made to the Developer under Section B.1 below.

B. <u>City's Obligations</u>

- 1. Upon receipt by the City from the Developer of documentation demonstrating the costs to be incurred by the Developer in acquiring the Property, the City agrees to fund the Grant in the amount of \$1,550,000 to the Developer.
- 2. The City agrees to enter into the Farm Lease Agreement with the City governing the distribution of the proceeds of the farm lease(s) governing the sale of the crops grown on the

Property. The terms of the Farm Lease Agreement shall be mutually agreed upon by the City and the Developer.

3. The City agrees to cooperate with the Developer in the carrying out of its obligations set forth in Section A above.

C. Administrative Provisions

- 1. Assignment. This Agreement may not be amended or assigned by either party without the express permission of the other party.
- 2. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
- 3. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.
- 4. Indemnification. It is hereby agreed that the Developer shall indemnify, defend and hold harmless the City, its officers, employees and departments, from and against any and all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or in connection with any of the following:
 - a. Any claim, demand, action, citation or legal proceeding arising out of or resulting from the acquisition and development of the Property; and
 - b. Any claim, demand, action, citation or legal proceeding arising out of or resulting from an act or omission of the Developer or any of its agents in its or their capacity as an employer of a person with respect to the acquisition and development of the Property.

The City and the Developer have caused this Agreement 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	
Ву	
Mike Jensen, Mayor	
Attest:	
By Heather Slifka, City Clerk	
rication Sinka, City Clerk	å
STORY CITY ECONOMIC DEVELOPMEN	T GROUP LLC
Tyler Fredericksen, President	

EXHIBIT A DESCRIPTION OF THE PROPERTY

Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Seven (7), Township Eighty-five (85) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, Except the South Four Hundred Fifty (450) Feet of the West Six Hundred (600) Feet thereof, From Root of Title.

The Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Seven (7), Township Eighty-five (85) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, containing Forty (40.0) Acres, more or less, from Root of Title.

The following resolution was offered by Councilperson, who moved its adoption.
RESOLUTION NO. 22-29
A RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2022-23 BUDGET FOR THE CITY OF STORY CITY, IOWA.
WHEREAS, the State of Iowa requires cities within the state to hold a public hearing prior to certifying the budget for the next fiscal year, and
WHEREAS, the City of Story City, Iowa, wishes to comply with the guidelines set forth by the State of Iowa, and
WHEREAS, a proposed Fiscal Year 2022-23 budget has been prepared for discussion and further action, and
WHEREAS, it is appropriate and necessary for the City Council to hold a public hearing on said amended budget.
NOW, THEREFORE, BE IT RESOLVED that a public hearing on the proposed budget for Fiscal Year 2022-23 will be held at the Community Center in Story City, Iowa, at 7:00 o'clock P.M. on the 21st day of March, 2022, and anyone interested may appear at said time and place to receive information about and express their opinions concerning said amended budget.
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 7 th day of March, 2022.
ATTEST:
Mike Jensen, Mayor Heather Slifka, City Clerk

NOTICE OF PUBLIC HEARING - PROPOSED BUDGET

Fiscal Year July 1, 2022 - June 30, 2023

City of: STORY CITY

The City Council will conduct a public hearing on the proposed Budget at: Community Center Meeting Date: 3/21/2022 Meeting Time: 07:00 PM At the public hearing any resident or taxpayer may present objections to, or arguments in favor of , any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals.

The Budget Estimate Summary of proposed receipts and expenditures is shown viewed at the offices of the Mayor, Ci	below. Co ty Clerk, :	opies of the the detai and at the Library.	led proposed Budget may l	e obtained or
The estimated Total tax levy rate per \$1000 valuation on regular property				10.18888
The estimated tax levy rate per \$1000 valuation on Agricultural land is				2.99907
At the public hearing, any resident or taxpayer may present objections	to			
	to, or arg	uments in lavor of, a	500	-
Phone Number (515) 733-2121			City Clerk/Fina	nce Officer's NAME Heather Slifka
(313) 133-2121		Budget FY 2023	Re-estimated FY 2022	Actual FY 2021
Revenues & Other Financing Sources		Dudget FT 2023	Re-esumateu F 1 2022	Actual F 1 2021
			1.000	
Taxes Levied on Property Less: Uncollected Property Taxes-Levy Year	1	1,841,183	1,747,871	1,703,937
	2	0	0	0
Net Current Property Taxes Delinquent Property Taxes	3	1,841,183	1,747,871	1,703,937
TIF Revenues	4	0	0	0
Other City Taxes	5	848,070	779,985	768,896
Licenses & Permits	6	664,737	665,392	739,170
Use of Money and Property	7	45,100	45,100	28,138
Intergovernmental	8	68,430	77,765	70,611
	9	871,000	998,817	282,664
Charges for Fees & Service Special Assessments	10	1,590,500	1,476,200	1,432,443
Miscellaneous	11 12	0	0	7,425
Other Financing Sources		33,500	1,772,500	1,598,919
Transfers In	13	850,000	2,614,000	2,635,636
Total Revenues and Other Sources	14	835,120	821,723	1,125,075
	15	7,647,640	10,999,353	10,392,914
Expenditures & Other Financing Uses Public Safety		014.640	200 404	(00 (00
Public Works	16	814,640	823,785	697,629
Health and Social Services	17	466,550	490,050	1,012,096
Culture and Recreation	18	23,000	23,000	16,850
Community and Economic Development	20	848,425	825,525	1,405,893
General Government		151,800	250,800	392,765
Deht Service	21	520,175 1,294,850	468,240	514,957
Capital Projects	23	2,912,000	1,105,006 3,060,000	1,051,482 174.881
Total Government Activities Expenditures	24	7,031,440		,
Business Type / Enterprises	25	1,411,418	7,046,406	5,266,553
Total ALL Expenditures	26	8,442,858	2,307,649 9,354,055	1,501,135 6,767,688
Transfers Out	27	835,120	821,723	1,125,075
Total ALL Expenditures/Transfers Out	28	9,277,978	10,175,778	7,892,763
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-1.630.338	823,575	2,500,151
Beginning Fund Balance July 1	30	9,466,909	8,643,334	6,143,183
Ending Fund Balance June 30	31	7,836,571	9,466,909	8,643,334

ADOPTED BUDGET SUMMARY
City Name: STORY CITY
Fiscal Year July 1, 2022 - June 30, 2023

	F									RF.	
		GENERAL	SPECIAL	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL	PERMANENT	PERMANENT PROPRIETARY	BUDGET 2023	ESTIMATED 2022	ACTUAL 2021
Revenues & Other Financing Sources											
Taxes Levied on Property	-	1,256,133	0		561,156	23,894			1,841,183	1,747,871	1,703,937
Less: Uncollected Property Taxes-Levy Year	2	0	0		0	0			0	0	0
Net Current Property Taxes	3	1,256,133	0		561,156	23,894			1,841,183	1,747,871	1,703,937
Delinquent Property Taxes	4	0	0		0	0			0	0	0
TIF Revenues	S			848,070					848,070	286'622	768,896
Other City Taxes	9	662,057	0		2,574	901			664,737	665,392	739,170
Licenses & Permits	-	45,100	0					0	45,100	45,100	28,138
Use of Money and Property	00	35,000	0	1,930	1,500	0	0	30,000	68,430	77,765	
Intergovernmental	6	92,000	729,000	0	41,000	4,000		0	871,000	998,817	282,664
Charges for Fees & Service	91	175,000	0		0	0	0	1,415,500	1,590,500	1,476,200	1,432,443
Special Assessments	Ξ	0	0		0	0		0		0	7,425
Miscellaneous	12	22,000	0		0	0	0	11,500	33,500	1,772,500	1,598,919
Sub-Total Revenues	13	2,292,290	729,000	850,000	606,230	28,000	0	1,457,000	5,962,520	7,563,630	6,632,203
Other Financing Sources:								(3)			
Total Transfers In	4	4,000	0	0	678,620	2,000	0	147,500	835,120	821,723	1,125,075
Proceeds of Debt	15	0	0	Ф	0	800,000		20,000	850,000	2,595,000	2,635,636
Proceeds of Capital Asset Sales	19	0	0	0	0	0	0	0	0	000'61	0
Total Revenues and Other Sources	12	2,296,290	729,000	850,000	1,284,850	833,000	0	1,654,500	7,647,640	10,999,353	10,392,914
Expenditures & Other Financing Uses											
Public Safety	18	814,640	0	[0			0		814,640	823,785	697,629
Public Works	19	46,550	420,000	0			0		466,550	490,050	1,012,096
Health and Social Services	20	23,000	0	0			0		23,000	23,000	16,850
Culture and Recreation	21	786,425	62,000	0			0		848,425	825,525	1,405,893
Community and Economic Development	22	53,000	0	008'86			0		151,800	250,800	392,765
General Government	23	520,175	0	0			0		520,175	468,240	514,957
Debt Service	24	0	0	0	1,294,850		0		1,294,850	1,105,006	1,051,482
Capital Projects	25	0	1,447,000	0		1,465,000	0		2,912,000	3,060,000	174,881
Total Government Activities Expenditures	26	2,243,790	1,929,000	008'86	1,294,850	1,465,000	0		7,031,440	7,046,406	5,266,553
Business Type Proprietray: Enterprise & ISF	27							1,411,418	1,411,418	2,307,649	1,501,135
Total Gov & Bus Type Expenditures	28	2,243,790	1,929,000	008'86	1,294,850	1,465,000	0	1,411,418	8,442,858	9,354,055	6,767,688
Total Transfers Out	59	52,500	3,000	749,270	0	0	0	30,350	835,120	821,723	1,125,075
Total ALL Expenditures/Fund Transfers Out	30	2,296,290	1,932,000	848,070	1,294,850	1,465,000	0	1,441,768	9,277,978	10,175,778	7,892,763
Excess Revenues & Other Sources Over	31										
(Under) Expenditures/Transfers Out	32	0	-1,203,000	1,930	-10,000	-632,000	0	212,732	-1,630,338	823,575	2,500,151
Beginning Fund Balance July 1	33	1,454,476	3,448,036	104,962	217,882	2,468,322	74,932	1,698,299	9,466,909	8,643,334	6,143,183
Ending Fund Balance June 30	34	1,454,476	2,245,036	106,892	207,882	1,836,322	74,932	1,911,031	7,836,571	9,466,909	8,643,334

REVENUES DETAIL City Name: STORY CITY Fiscal Year July 1, 2022 - June 30, 2023

		GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL	PERMANENT	PERMANENT PROPRIETARY	BUDGET 2023	RE- ESTIMATED	ACTUAL 2021
REVENUES & OTHER FINANCING SOURCES											
Taxes Levied on Property	=	1,256,133	0		561,156	23,894			1,841,183	1,747,871	1,703,937
Less: Uncollected Property Taxes - Levy Year	2								0	0	0
Net Current Property Taxes (line 1 minus line 2)	~	1,256,133	0		561,156	23,894			1,841,183	1,747,871	1,703,937
Delinquent Property Taxes	4								0	0	0
Other City Traces	7			848,070					848,070	779,985	768,896
Unition Tax Replacement Project Tayne	T	155.5			2000	100			1000	2000	2000
Thility francise to flours Code Chanter 364 2)	F	7556	>		2,074	IND			1,737	8,892	22,983
Parimital water tax	•	40,000				9			40,000	35.000	42.168
Gaming water tax	0				5				0	0	0
Mobile Home Taxes	٤	1 500			005				2	0031	000
Hotel/Motel Taxes	=	105,000			36				2,000	1,500	77072
Other Local Option Taxes	2	\$10.000							510,000	\$15,000	40K 174
Subtotal - Other City Taxes (lines 6 thru 12)	13	662.057	0		2.574	106			664 737	665.392	739.170
Licenses & Permits	4	45.100							45 100	45.100	28 138
Use of Money & Property	15	35.000		1.930	1 500			30 000	02 430	77 765	70.611
Intergovernmental:	t								000	201111	10,0
Federal Grants & Reimbursements	16								0	0	C
Road Use Taxes	17		420,000						420.000	435,000	0
Other State Grants & Reimbursements	18	42,000	247,000		14,000				303.000	482.917	146.795
Local Grants & Reimbursements	19	55,000	62,000		27,000	4,000			148,000	80,900	135,869
Subtotal - Intergovernmental (lines 16 thru 19)	20	97,000	729,000	0	41,000	4,000		0	871,000	998,817	282,664
Charges for Fees & Service:											
Water Utility	12							693,000	693,000	663.000	659.234
Sewer Utility	22							677.500	677.500	592,000	609.277
Electric Utility	23								0	0	0
Gas Utility	72								0	0	0
Parking	3								0	0	0
Airport	36	C							0	0	0
Landfill/Garbage	77	45,000				•			45,000	45,000	44.892
Hospital	87								0	0	0
Transit	21								0	0	0
Cable 1V, Internet & Telephone	s s	1							0	0	0
Housing Authority	<u>~</u>								0	0	0
Storm Water Utility	33							45,000	45,000	45,000	0
Other Fees & Charges for Service	8	130,000							130,000	131,200	119,040
Subtotal - Charges for Service (lines 21 thru 33)	¥.	175.000	0		0	0	0	1,415,500	1.590,500	1,476,200	1,432,443
Special Assessments	ΣĮ.								0	0	7,425
Miscellaneous	36	22,000						11,500	33,500	1,772,500	1,598,919
Other Financing Sources: Remiler Operation Transfers In	1,	4 900	1		00000	000		4			
Internal TIF Loan Transfer In	ì ĉ	200,			29,330	000'6		47,500	85,850	160,538	381,225
Cubtotel A. I. Oneretine Transfore In	۶ <u>۲</u>	000	•		049,270	000	•	000'001	749,270	661,185	743.850
Decreade of Date (Evolution TTE Internal Bosonsian)	3 5	4,000	5	O	078,620	2,000	0	147,500	835,120	821,723	1,125,075
Proceeds of Deor (Excitating 11r Internal Borrowing)	3 :	†	1		1	800,000		20,000	820,000	2,595,000	2,635,636
Cincents of Capital Asset Sales	1 5	4		,	40,000				0	19,000	٥
Total Revenues except for beginning fund beleane Mines 3 4 5 12 14 16		4,000	3	0	678,620	805,000	0	197,500	1,685,120	3,435,723	3,760,711
20, 34, 35, 36, & 41)	5	2,296,290	729,000	850,000	1,284,850	833,000	0	1,654,500	7,647,640	10,999,353	10,392,914
Beginning Fund Balance July 1	[1,454,476	3,448,036	104,962	217,882	2,468,322	74,932		9,466,909	8,643,334	6,143,183
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)	45	3,750,766	4,177,036	954,962	1,502,732	3,301,322	74,932	_	17,114,549	드	16,536,097

EXPENDITURES SCHEDULE PAGE 1 City Name: STORY CITY Fiscal Year July 1, 2022 - June 30, 2023

	_		REVENUES	REVENUES	SERVICE	PROJECTS	PERMANENT	PROPRIETARY	2023	ESTIMATED 2022	2021
PUBLIC SAFETY											
Police Department/Crime Prevention	-	653,390							653,390	641,985	513,316
Jail	2								0	0	0
Emergency Management	3								0	0	0
Flood Control	4								0	0	0
Fire Department	5	82,000							87,000	100,450	118,180
Ambulance	9							5	0	0	0
Building Inspections	7	35,000						0	35,000	35,000	18,641
Miscellaneous Protective Services	∞								0	0	0
Animal Control	6	4,500							4,500	4,500	4,070
Other Public Safety	10	34,750							34,750	41.850	43,422
TOTAL (lines 1 - 10)	Ε	814,640	0				0	10	814,640	823,785	632,629
PUBLIC WORKS	H										
Roads, Bridges, & Sidewalks	12	5,500	410,500						416,000	441,250	962,475
Parking - Meter and Off-Street	13								0	0	0
Street Lighting	14								0	0	0
Traffic Control and Safety	15	2,000							2,000	2,000	1,737
Snow Removal	16		9.500						9.500	7,750	9,508
Highway Engineering	11						ā		0	0	0
Street Cleaning	18								0	0	0
Airport	61								0	0 -	0
Garbage (if not Enterprise)	20	36,050							36,050	36,050	36,026
Other Public Works	21								0	0	2,350
TOTAL (lines 12 - 21)	22	46,550	420,000				0		466,550	490,050	1,012,096
HEALTH & SOCIAL SERVICES	_										
Welfare Assistance	23								0	0	0
City Hospital	24								0	0	0
Payments to Private Hospitals	25								0	0	0
Health Regulation and Inspection	26								0	0	0
Water, Air, and Mosquito Control	27								0	0	0
Community Mental Health	28								0	0	0
Other Health and Social Services	29								23,000	23,000	16,850
TOTAL (lines 23 - 29)	30	23,000	0				0		23,000	23,000	16,850
CULTURE & RECREATION											
Library Services	31	195,300	62,000						257,300	232,000	205,254
Museum, Band and Theater	32								0	10,500	0
Parks	33	257,460							257,460	246.870	454,800
Recreation	34	166,325							166,325	325,655	720,848
Cemetery	35	8,200							8,200	7,000	166'01
Community Center, Zoo, & Marina	36								0	0	0
Other Culture and Recreation	37								159,140	_	14,000
TOTAL (lines 31 - 37)	28	786,425	62,000				lo		848,425	825,525	1,405,893

EXPENDITURES SCHEDULE PAGE 2
City Name: STORY CITY

City Name: STORY CITY Fiscal Year July 1, 2022 - June 30, 2023		
Name: STORY CITY al Year July 1, 2022 - June		2023
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GOVERNMENT ACTIVITIES		GENERAL	SPECIAL	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PERMANENT PROPRIETARY	BUDGET 2023	RE- ESTIMATED	ACTUAL 2021
COMMUNITY & ECONOMIC DEVELOPMENT	T										
Community Beautification	39								0	0	086'6
Economic Development	40	45,000							45,000	124,000	61,828
Housing and Urban Renewal	41								0	0	121,778
Planning & Zoning	42	8,000							8,000	8,000	7,818
Other Com & Econ Development	43								0	0	56,217
TIF Rebates	4			008'86					008'86	118,800	135,144
TOTAL (lines 39 - 44)	45	53,000	0	08,800			0		151,800	250,800	392,765
GENERAL GOVERNMENT											
Mayor, Council, & City Manager	46	159,475							159,475	156,265	145,299
Clerk, Treasurer, & Finance Adm.	47	276,535							276,535	259,275	248,977
Elections	48								0	0	0
Legal Services & City Attorney	49	10,000							10,000	9,500	6,617
City Hall & General Buildings	8	66,165							99,165	35,200	52,764
Tort Liability	15								0	0	0
Other General Government	52	8,000							8,000	8,000	58,300
TOTAL (lines 46 - 52)	53	520,175	0	0			0		520,175	468,240	514,957
DEBT SERVICE	54				1,294,850				1,294,850	1,105,006	1,051,482
Gov Capital Projects	55		1,447,000			1,465,000			2,912,000	2,500,000	8,683
TIF Capital Projects	26							1	0	260,000	861'991
TOTAL CAPITAL PROJECTS	57	0	1,447,000	0		1,465,000	0		2,912,000	3,060,000	174,881
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	28	2,243,790	1,929,000	98,800	1,294,850	1,465,000	0		7,031,440	7,046,406	5,266,553
BUSINESS TYPE ACTIVITIES											
Proprietary: Enterprise & Budgeted ISF											
Water Utility	59							513,000	513,000	547,980	0
Sewer Utility	9							419,000	419,000	419,775	0
Electric Utility	61								0	0	0
Gas Utility	62								0	0	Φ
Airport	63				-3				0	0	0
Landfill/Garbage	2								0	0	0
Transit	65								0	0	0
Cable TV, Internet & Telephone	99								0	0	0
Housing Authority	1.9								0	0	0
Storm Water Utility	89			.0.					0	0	0
Other Business Type (city hosp., ISF, parking, etc.)	69							112,000	112,000	915,000	76,155
Enterprise DEBT SERVICE	70							280,768	280,768	279,747	277,491
Enterprise CAPITAL PROJECTS	71							86,650	86,650	145,147	1,147,489
Enterprise TIF CAPITAL PROJECTS	72								0	0	0
TOTAL Business Type Expenditures (lines 59 - 72)	73							1,411,418	1,411,418	2,307,649	1,501,135
TOTAL ALL EXPENDITURES (lines 58 + 73)	74	2,243,790	1,929,000	008'86	1,294,850	1,465,000	0		8,442,858	•	6,767,688
Regular Transfers Out	75	52,500	3,000					30,350	85,850	160,538	381,225
Internal TIF Loan / Repayment Transfers Out	9/		_	749,270					749,270	661,185	743,850
Total ALL Transfers Out	77	52,500	3,000	749,270	0	0	0		835,120		1,125,075
Total Expenditures & Fund Transfers Out (lines 74+77)	78	2,296,290	1,932,000	848,070	1,294,850	1,465,000	0		9,277,978	10,175,778	7,892,763
Ending Fund Balance June 30	79	1,454,476	2,245,036	106,892	207,882	1,836,322	74,932	1,911,031	7,836,571	9,466,909 8,643,334	8,643,334

LONG TERM DEBT SCHEDULE - LT DEBT! GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name		Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Oue FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
Aquatic Center	Ξ	2,615,000 GO	05	15-37	125,000	64,975	189,975	1,000			190,975
Rich Olive Street	7	515,000 GO		15-47	75,000	6,250	81,250	1,000		81,250	1,000
South Storm Water Drainage	3	285,000 GO		15-48	25,000	4,350	29,350	000'1		29,350	1,000
2017A Bond	4	4 2,880,000 GO		17-44	320,000	41,875	361,875	1,000		361,875	1,000
2017 Refunding (2010 Street/Storm)	5	1,065,000 GO		17-45	135,000	8,200	143,200	1,000		26,000	118,200
2019A Bond (Auestad and Larson Heights)	9	640,000 GO	05	19-41	000'06	11,065	101,065	1,000		70,745	31,320
2019B Sewer Bond	7	7 1,750,000 NON-GO		19-42	55,000	58,233	113,233	1,000		114,233	0
Water Revenue Refunding	8	8 2,164,000 NON-GO	05-N	20-47	127,000	38,935	165,935	009		-166,535	0
2020 Bond/Water Refund (Timberland/Larson Ave)	6	9 1,305,000 GO		20-94	105,000	17,563	122,563	1,000			123,563
2021A Bond (Streets, Water Mains, and Trails)	0]	1,965,000 GO		21-41	50,000	35,400	85,400	1,000		85,400	1,000
Street Sweeper	Ξ	250,000 GO		21-75	25,514	5,117	30,631				30,631
Fire Truck	12	510,000 GO		21-81	29,062	11,479	40,541			27,000	13,541
2022A Loan - Land Acquistion	3	1,375,000 GO		22-14		50,000	20,000	000.1		90,000	1,000
Street Vehicle/Equipment	14	50,000 GO		22-21	20,000		20,000				20,000
	15	<u> </u>					0				0
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	24	-					0				0
	25	•					0				0
	56	-					0				0
	27					_	0				0
	28	•					0			-	0
	59	_					0				0
	30	•			_		0				0
TOTALS					1,211,576 353,442	153,442	1,565,018	10,600	0	1,012,388	563,230

FISCAL YEAR JULY 1, 2022 - JUNE 30, 2023 ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES

The City of: STORY CITY County Name: STORY COUNTY

Adopted On: (entered upon adoption) Resolution: (entered upon adoption)

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

		With Gas & Electric		Without Gas & Electric
Regular	2a	172,105,723	2b	171,346,233
DEBT SERVICE	3a	206,217,036	3b	205,457,546
Ag Land	4a	730,226	1 1	· ·

City Number: 85-823 Last Official Census: 3,352

TAXES LEVIED

		TAXES LEVI	ED					
Purpose	Dollar Limit	ENTER FIRE DISTRICT RATE BELOW			Request with Utility Replacement	Property Taxes Levied		Rate
Regular General levy	8.10000			5	1,259,500	1,253,943	43	7.31818
Non-Voted Other Permissible Levies								
Contract for use of Bridge	0.67500	-		6		0	44	0.00000
Opr & Maint publicly owned Transit	0.95000			7		0	45	0.00000
Rent, Ins. Maint of Civic Center	Amt Nec			8		0	46	0.00000
Opr & Maint of City owned Civic Center	0.13500			9	b	Ö	.47	0.00000
Planning a Sanitary Disposal Project	0.06750			10		0	48	0.00000
Aviation Authority (under sec.330A.15)	0.27000			- 11	,	0	49	0.00000
Levee Impr. fund in special charter city	0.06750			13	-	0	51	0.00000
Liability, property & self insurance costs	Amt Nec			14		.0	52	0.00000
Support of a Local Emerg.Mgmt.Comm.	Amt Nec			462		0	465	0.00000
Voted Other Permissible Levies				\Box				
Instrumental/Vocal Music Groups	0.13500			15		0	53	0.00000
Memorial Building	0.81000	10		16	1	0	54	0.00000
Symphony Orchestra	0.13500			17	*	0	55	0.00000
Cultural & Scientific Facilities	0.27000			18		- 0	56	0.00000
County Bridge	As Voted			19	,	0	57	0.00000
Missi or Missouri River Bridge Const.	1.35000	-		20		0	58	0.00000
Aid to a Transit Company	0.03375		-	21		Ö	59	0.00000
Maintain Institution received by gift/devise	0.20500			22		0	60	0.00000
City Emergency Medical District	1.00000		 	463		0	466	0.00000
Support Public Library	0.27000			23		0	61	0.00000
Unified Law Enforcement	1.50000		-	24		0	62	0.00000
Total General Fund Regular Levies (5 thru 24)	1.50000		-	25	1,259,500	1,253,943	02	0.00000
Ag Land	3.00375			26	2,190	2,190	63	2.99907
Total General Fund Tax Levies (25 + 26)	3.00373			27	1,261,690	1,256,133	03	2.33301
Special Revenue Levies		-		21	1,201,090	1,230,133		,
Emergency (if general fund at levy limit)	0.27000		+	28		0	64	0.00000
	Amt		-				04	0.00000
Police & Fire Retirement	Nec Amt			29		0		0.00000
FICA & IPERS (if general fund at levy limit)	Nec		<u> </u>	30		, 0		0.00000
Other Employee Benefits	Amt Nec			31		0		0.00000
Total Employee Benefit Levies (29,30,31)	\vdash		ļ	32	0	0	65	0.00000
Sub Total Special Revenue Levies (28+32) As Req		With Gas & Elec Valuation	Without Gas & Elec Valuation	33	0	0		
SEMID 1	 	787 100 17		2.7				0.0000
SSMID 1 SSMID 2	┝	0	0		34	0	66	0.00000
SSMID 2	\vdash	0	0			0	67	0.00000
SSMID 4	 	0	0			0	68	0.00000
SSMID 5	├	0	0			0	69	0.00000
SSMID 6	 	0	0			0	565	0.00000
SSMID 6	\vdash	0	0	556		0	566	
SSMID 7	\vdash	0		1177		0	1179	0.00000
	\vdash	0	0	1185		0	1187	0.00000
Total Special Revenue Levies				39	0	0		
Debt Service Levy 76.10(6)	Amt Nec	_		40	563,230	561,156	70	2.73125
Capital Projects (Capital Improv. Reserve)	0.67500			41	24,000	23,894	71	0.13945
Total Property Taxes (27+39+40+41)				42	1,848,920	1,841,183	72	10.18888

(Signature)	(Date)	(County Auditor)	(Date)

The following resolution was offered by Councilperson, who moved its adoption.
who moved its adoption.
RESOLUTION NO. 22-30
A RESOLUTION AUTHORING WEIGHT EMBARGOS ON ROADS
WHEREAS, recent weather conditions have caused soft subgrades and surface condition to develop on some roads, and
WHERERAS, it is deemed to be in the best public interest and welfare to preserve the road system in the best possible condition, and
WHEREAS, Sections 321.471, 321.472, and 321.473 of the Code of Iowa provide local authorities the right to restrict weight of vehicles, and
WHEREAS, Chapter 66 of the Story City Code of Ordinances authorizes the Council to declare an embargo and the right to restrict the load and weight of vehicles.
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Story City, Iowa, hereby authorizes an embargo where necessary on the road system for Story City. The Street Superintendent is authorized beginning on March 8, 2022, to restrict gross loads on certain sections of the road system showing extreme distress at this time. The Street Superintendent shal be authorized to restrict all traffic to an 8-ton gross load if necessary and to place temporary signs to comply with Section 321.472 of the Code of Iowa.
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 7 th day of March, 2022.
Mike Janzan Mana
Mike Jensen, Mayor Heather Slifka, City Clerk

Heather Slifka, City Clerk

2022 ROAD EMBARGO LISTING

The Story City City Council formally adopted the embargo resolution on March 8, 2022
Weight Restriction - 8 gross tons or less

Roadways Subject to Embargo	Date Embargo Posted	Date Embargo <u>Lifted</u>
Lafayette: from Maple to Roosevelt	3/8/22	5/17/22
Fourth: from Elm to Lafayette	3/8/22	5/17/22
Washington: From railroad crossing to Marvick	3/8/22	5/17/22
Marvick	3/8/22	5/17/22
Hazel	3/8/22	5/17/22
The east to west alley a half block south of Broad from Pennsylvania to I	3/8/22 Elm	5/17/22

2022 Notice of Embargoed Roads

Please be advised that pursuant to Section 321.471 of the Iowa Code and Chapter 66 of the Story City Code of Ordinances, the Story City City Council may impose weight restrictions on specific roads within the Story City. The sealcoat systems are the most susceptible to damage and are likely to be subjected to embargoes. Late February through early May is a very common time for the city to post weight restriction on roads and posted restrictions may be in effect for a period of ninety (90) days. Posted roadways have limited to any vehicle less than 8 gross tons. Please contact the city for additional information regarding City Council approval and weight restrictions for the 2022 embargo season.

Mike Wright Street Superintendent

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

RESOLUTION NO. 22-31

RESOLUTION ESTABLISHING THE CITY OF STORY CITY'S OFFICIAL POSITION ON THE NAVIGATOR HEARTLAND GREENWAY CO2 PIPELINE

WHEREAS, the Story City Council is concerned with the health, safety, and wellbeing of its residents, businesses, and the community as a whole, present and future, and

WHEREAS, Story City's health, safety, and well-being are impacted by the physical environment in which they live and work, and

WHEREAS, the danger of property damage and threats to personal safety from the proposed Navigator Heartland Greenway pipeline would cause undue burdens on public safety from the City of Story City, and

WHEREAS, CO2 is dangerous and can be toxic, causing sickness and death if released from a ruptured pipeline, and

WHEREAS, a dangerous pipeline presenting the risks such as the proposed Navigator Greenway CO2 pipeline would present the need for additional emergency services, evacuation plans, disaster mitigation, and the accompanying budgetary expenses associated with those requirements, and

WHEREAS, the proposed Navigator Heartland Greenway CO2 pipeline appears to be located through, adjacent, and within close proximity to the east and north corporate limits of the City of Story City, and

WHEREAS, the existing and future residential and business development and growth corridor of the City of Story City lies to its east and north, and

WHEREAS, the proposed Navigator Heartland Greenway CO2 pipeline will have a detrimental impact on the existing and future development and growth of Story City

WHEREAS, the pipeline is proposed to be located within close proximity to residential neighborhoods, businesses, and schools, and

WHEREAS, the proposed Navigator Greenway CO2 pipeline is a detriment and hazard to the health, safety, and economic well-being of our citizens, local environment, and property values.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Story City, Iowa, does hereby oppose the Navigator Greenway CO2 pipeline and requests that its project be abandoned or seek and alternative route so that the pipeline does not pass through, adjacent, and within close proximity to the City of Story City, Iowa.

BE IT FURTHER RESOLVED that the City Council of the City of Story City, Iowa, hereby requests that the Iowa Utilities Board deny Navigator Heartland Greenway, LLC's application to construct and operate a CO2 pipeline and does not provide it the use of eminent domain to acquire property to construct, install, and operate the proposed Navigator Heartland Greenway CO2 pipeline.

The motion was seconded by	Councilperson	, and,
upon roll call, was carried by an ayo	e and nay vote, as follows:	
AYE:		
NAY:	N48 = 903	
ABSENT:		
WHEREUPON, the Mayor d of March, 2022.	ectated the Resolution dur	y adopted this /" day
	ATTEST:	
Mike Jensen, Mayor	77 .1	er Slifka, City Clerk

CITY OF STORY CITY



Herschell-Spillman Carousel

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

To: The Honorable Mayor & City Council

From: Mark A. Jackson, City Administrator

Re: Engineering Services Agreement with MSA for

Story City Aeromod Wastewater Treatment Plant Project

Date: March 7, 2022

Presented for Mayor and City Council consideration is an engineering services agreement with MSA for the Story City Aeromod Wastewater Treatment Plant Project at a cost of \$1,080,500.

Background

The existing wastewater treatment plant went into operation in 1989 and has operated beyond its life-expectancy. Like all things as they age, there comes a time when certain things need to be replaced. That time has come for the wastewater treatment plant. In addition, mandated and stricter requirements imposed by the Iowa Department of Natural Resources (DNR) has forced the city to act. Therefore, the city will need to change its sewage treatment process which will require a new wastewater treatment plant.

The City will be receiving a new National Pollutant Discharge Elimination (NPDES) permit from the Iowa DNR. The new permit will mandate that Story City's wastewater treatment facility provide additional capacity, ability to meet stricter permit limits, and add new nutrient removal requirements. The process of designing, constructing, and operating a wastewater treatment plant is heavily regulated. The existing wastewater treatment plant is not designed and would be too costly to redesign to meet these new stringent and mandated regulations.

The City commissioned MSA to prepare a Comprehensive Wastewater Facility Plan which was completed in March of 2019. This facility plan reviewed the existing wastewater treatment plant, developed growth projections, outlined more stringent state and federal discharge criteria that the city is mandated to comply

with, identified potential options, and provided cost estimated and time schedule for implementation.

The Facility Plan identified five possible options. The Mayor, City Council, City staff, and MSA reviewed and discussed these options. We specifically considered the estimated construction costs for each option which ranged from approximately \$10.5 million to \$11.5 million as well as the cost and requirements to operate. City staff and MSA also went to several communities to investigate and tour existing wastewater treatment plants.

After years of planning and reviewing options, it was decided to construct an Aero-Mod treatment system that may include rehabilitation and retrofitting certain parts of the existing plant. This treatment process is designed to meet the stricter discharge requirements that are being imposed all over the state, address potential future new limits, and enable capacity expansions in the future if needed.

The City has taken the first step of initial improvements at the wastewater treatment plant with replacement of the equalization basin liner, wastewater treatment flow monitoring, and replacement of the UV disinfection system. The process for designing a new plant, obtaining approval from the Iowa DNR, and construction takes a minimum of three years. The new wastewater treatment plant is anticipated to be in operation by Fiscal Year 2025-26.

Engineering Services

The City sent out a request for statement of qualifications and proposals to five engineering firms. A project overview meeting was held in which four engineering firms attended. Two engineering firms submitted a proposal for engineering services related to the proposed project. The remaining firms declined to submit proposals primarily due to schedule, availability of staff, and experience.

A committee consisting of myself along with Mayor Jensen, Councilmembers Sporleder and Solberg, Water & Wastewater Superintendent Martindale, and Assistant Water & Wastewater Superintendent Rahto reviewed the engineering

proposals and conducted interviews with each firm. Reference checks were conducted on each of the engineering firms.

Engineering Firm Recommendation

After review, consideration, and discussion of each firms proposal, interview and reference check, the committee recommended that MSA be retained for the Wastewater Treatment Plant Project. The engineering services cost is estimated at \$1,080,500 which is roughly 10 to 12 percent of the projected construction cost.

Based upon discussion at the February 8, 2022 council meeting, the consensus of the Mayor and Council was to consider a proposed engineering services agreement with MSA.



Professional Services Agreement

This AGREEMENT (Agreement) is made today 03/07/2022 by and between CITY OF STORY CITY (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name:

Story City Aeromod Wastewater Treatment

The scope of the work authorized is: See Attached

The cost not to exceed for this work is:

Survey and Field Services	\$6,700.00
Preliminary Design	\$93,500.00
Final Design	\$387,200.00
Bidding	\$19,400.00
Construction Administration	\$192,400.00
RPR	\$351,800.00
Post – Construction	\$29,500.00
Total	\$1,080,500.00

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF STORY CITY	MSA PROFESSIONAL SERVICES, INC.		
Mike Jensen	Jason Miller, PE		
Mayor	Iowa Vice President		
Date:	Date: <u>March 7, 2022</u>		
504 Broad Sreet	1555 SE Delaware Ave, Suite F		
Story City, Iowa 50248	Ankeny, Iowa 50021		
Phone: (515) 733-2121	Phone: (515) 964-1920		

Basis of work

As stipulated within the proposal submitted for the completion of this project, the below table identifies the level of effort, expenses and total fee inclusive to the completion of the project, based upon an hourly rate not to exceed contract.

PHASE	TOTAL HOURS	ESTIMATED OUT-OF- POCKET EXPENSES	ALL INCLUSIVE MAXIMUM FEE, INCLUDING EXPENSES	NOTES
Survey	50	\$896.00	\$6,700.00	DOT- II AND THE REAL PROPERTY.
Preliminary Design	504	\$23,656.00	\$93,500.00	Cost Includes Geotechnical Investigation by Subconsultant
Final Design	2,854	\$7,883.20	\$387,200.00	
Bidding	126	\$3,776.40	\$19,400.00	
Construction Administration	1,222	\$10,871.60	\$192,400.00	
RPR	3,312	\$26,278.40	\$351,800.00	
Post Construction	148	\$263.20	\$29,500.00	
TOTAL	8,216	\$73,624.80	\$1,080,500.00	

ATTACHMENT A: **RATE SCHEDULE**

CLASSIFICATION	LABOR RATE
Principal in Charge	\$210.00/hr
Stormwater Engineer	\$165.00/hr
Architect	\$165.00/hr
Electrical Engineer	\$165.00/hr
QA/QC Engineer	
Project Manager/Lead Designer	\$150.00/hr
HVAC, Plumbing Engineer	\$150.00/hr
Structural Engineer	
Resident Project Representative Oversight	\$125.00/hr
BIM/Cadd Technician	\$115.00/hr
Survey Crew member	\$105.00/hr
Engineer	\$100.00/hr
Resident Project Representative	\$90.00/hr
Administrative	\$80.00/hr
REIMBURSABLE EXPENSES	
Copies/Prints	Rate based on volume
Fax	
GPS Equipment	\$40/hour
Mailing/UPS	
Mileage - Automobile (currently \$0.545/mile)	
Mileage – MSA Truck	
Nuclear Density Testing	
Organic Vapor Field Meter	
PC/CADD Machine	Included in labor rates
Stakes/Lath/Rods	
	At cost
Total Station	At costIncluded in labor rates
Total Station Travel Expenses, Lodging, & Meals	At costIncluded in labor ratesAt cost
Total Station	At costIncluded in labor ratesAt cost

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2022.

MSA PROFESSIONAL SERVICES, INC. (MSA) GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

- 1. Scope and Fee. The quoted fees and scope of services constitute a good faith estimate of the fees and tasks required to perform the services as defined in Exhibit 1. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.
- 2. Owner's Responsibilities. OWNER shall provide MSA with information and data needed by MSA to perform the scope of services, including but not limited to design objectives, performance requirements, budgetary sources and limitations, previously completed reports or designs, and other pertinent information regarding the site or adjacent properties.
- 3. Billing. MSA will bill the OWNER monthly with net payment due upon 45 days from receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said due date. Should OWNER have questions regarding an invoice, OWNER shall contact MSA in writing prior to due date, MSA shall not charge interest in period in which OWNER is disputing the bill in writing. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.
- 4. Costs and Schedules. Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.
- 5. Access to Site. Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.
- 6. Location of Utilities. Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.
- 7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.
- 8. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.
- 9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured

as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

- 10. Electronic Documents and Transmittals. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.
- 11. Construction Site Visits. If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Ex. 1 Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. In reference to these issues, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

MSA shall act as OWNER's representative during the construction period, as such MSA will have authority to reject work which MSA believes to be defective, or that MSA believes will not produce a completed project that conforms to the contract documents. MSA shall further provide notification to OWNER of same.

12. **Termination**. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than fifteen (15) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

- 13. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.
- 14. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

- 15. Insurance. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.
- 16. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.
- 17. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

- **18. Accrual of Claims**. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.
- 19. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither

demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

- 20. Successors and Assigns. The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.
- 21. **Notices**. Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail. All such notices are effective upon the date of receipt.
- 22. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 23. **Severability**. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.
- 24. **No Waiver**. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- 25. State Law. This agreement shall be construed and interpreted in accordance with the laws of the State of lowa.
- 26. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of lowa for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.
- 27. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

Scope of Services Story City 2022 Aero Mod Wastewater Treatment Improvements

Basic Engineering Services and Related Matters

MSA Professional Services, Inc. (Engineer) proposes to provide Design and Construction phase services for the City of Story City, Iowa (Owner), including submission of plans and specifications to the Iowa DNR, and other permitting authorities of the following:

BASIC SERVICES OF ENGINEER

General

The Basic Services are premised on the following general scope of professional services:

MSA Professional Services, Inc. proposes to provide services for the completion of design, including submission of plans and specifications to the lowa DNR for permitting and bidding of the following:

1) New Wastewater Treatment Facility

The projects are intended to be completed in conformance with the standards stipulated by the Engineers Joint Contract Documents Committee and published jointly by the American Consulting Engineers Council and National Society of Professional Engineers.

In accordance with the Request for Proposal response submitted by MSA Professional Services to the City of Story City, MSA shall provide notification of, and obtain concurrence about the potential replacement thereof, of changes in key staff, including: Principal-in-Charge, Project manager and Resident Project Representative.

In association with completion of these projects, MSA, and their subconsultants, shall further perform the following services:

Field Work:

Complete topographic survey of proposed improvement area, including WWTF. Topographic survey shall include locating and identifying observable features within the improvement area, as well as research for determining existing property owners, locations of property lines and easements.

Easement Preparation:

It has been assumed under this agreement that the majority of the construction will be located public right of way, and or on city owned property. No temporary construction or permanent easements will be provided by MSA for the alignment identified within the Preliminary Engineering report. As such modification to this alignment, necessitating any easements or property acquisition may be considered out of the scope of this agreement.

Permit Applications:

Scope of Services Story City 2022 Aero Mod Wastewater Treatment Improvements

MSA shall complete the design of each project in conjunction with the approved facility plan and submit project plans and specifications to the DNR for review and subsequent authorization by DNR for construction. All required forms and fillings shall be completed by MSA, however associated permit fees shall be paid for by OWNER.

Administration

MSA shall further prepare billings in a timely manner, as stipulated herein.

MSA's engineering services are as outlined in Exhibit A, and shall also include the following:

WASTEWATER TREATMENT FACILITY

- 1. Field Data Collection Phase
 - a. Complete topographic survey of proposed improvement area. Topographic survey shall include locating and identifying observable features within the improvement area, as well as, research for determining locations of property lines and easements.
- 2. Preliminary Design Phase
 - a. Report Phase
 - i. Meet with the DNR to review approved facility plan and antidegradation analysis.
 - ii. Develop a preliminary engineering report of proposed improvements for City of Story City.
 - Submit and obtain concurrence of proposed design from DNR.
 - iv. Prepare new NPDES discharge permit for new WWTF and submit
 - b. Preliminary design phase
 - i. Complete subsurface investigation (soil borings) and geotechnical evaluation for the entire project area.
 - ii. Prepare site plan, including grading plan, structure siting and pipe routing for existing facility.
 - iii. Prepare proposed site plan, including grading plan, structure siting and pipe routing for proposed facility.
 - Prepare preliminary equipment evaluations for screening, grit removal, sludge press, pumping and associated systems.
 - 1. Provide same to OWNER for determination of baseline equipment selections.
- 3. Final Design Phase
 - a. Prepare hydraulic design of the facility.
 - b. Prepare site plan, including grading plan, structure siting and pipe routing,
 - c. Prepare piping plans, including all necessary piping within proposed treatment facility.
 - d. Prepare preliminary sizing and equipment selection for the following processes:
 - i. Screening
 - ii. Grit Removal

Scope of Services Story City 2022 Aero Mod Wastewater Treatment Improvements

- iii. Flow Measurement
- iv. Aero-Mod Treatment facility
- v. Sludge Digestion
- vi. Sludge Belt Filter Press vii. Transfer Pumps
- e. Unit Process Design
 - i. Structural and Architectural design of
 - 1. Existing headworks building.
 - 2. New control laboratory building, and
 - 3. Existing sludge building
 - ii. Plumbing and HVAC design for the
 - 1. Existing headworks building.
 - 2. New control laboratory building, and
 - Existing sludge building
 - iii. Process design for the Headworks building
 - iv. Process design of new control and laboratory building
 - v. Process Design of Screening equipment
 - vi. Process design of Grit removal equipment
 - vii. Coordination with equipment suppliers in general for layout of facility
 - viii. Process and Structural design of Aero Mod facility
 - ix. Process and Structural Design of Sludge Belt Filter press
- Control Systems
 - i. Provide design for the Electrical Service for above features.
 - ii. Provide design for standby power generation.
 - iii. Provide design for variable frequency drives associated with the new treatment process.
 - iv. Provide master PLC based control for new WWTF, including automated control features within WWTF, including potential for future remote SCADA sensing of remote lift stations.
- Structural and Architectural design of Existing Headworks building
- h. Structural and Architectural design of new control and laboratory building
 - i. Structural and architectural design is assumed to be based upon fluted concrete tilt up panel matching existing buildings.
- Analyze, Prepare and complete NPDES storm water pollution prevention plan associated with proposed improvements. water pollution prevention plan shall topographic map, site map, narrative description, storm water management controls.
- Analyze, Prepare and complete Floodplain permitting for proposed construction.
- k. Prepare design and specifications so as to provide Contractor with concept for construction phasing to keep existing WWTF operational during construction.
- Prepare existing wastewater treatment demolition plans and identify potential construction sequencing.
- m. Prepare Plans and Specifications for Wastewater Treatment Plant Project
- n. Prepare Construction Cost Estimate Based upon Completed Plans and Specifications for Wastewater Treatment Plant Project
- o. Prepare DNR, and other relevant agencies, Permit Applications. Associated fees to be paid for by OWNER.

Story City 2022 Aero Mod Wastewater Treatment Improvements

- p. Submit Plans and Specifications for Wastewater Treatment Plant Project to DNR for Review.
- q. Administration:
 - i. Project Design Administration
 - Perform internal quality review to assure compliance with OWNER's intent.
 - Coordinate internal Staff to assure compliance with OWNER's intent
 - 3. Prepare Project Correspondence.
 - ii. Project Design Meetings
 - 1. Conduct design review meeting with City Staff at 25%, 50% and 95% completion.
- 4. Bidding and Negotiating Phase
 - a. Prepare and provide necessary bidding documents including construction documents, engineer provided funding forms, online posting of the bid, fax notice of bid to local contractors (Owner to provide list of requested contractors to be included).
 - b. Answer bidder questions prior to bidding
 - c. Attend pre-bid conference
 - d. Issue addenda as required
 - e. Attend and facilitate bid opening. Review bids and provide a recommendation to the Owner for action.
 - f. Prepare and distribute contractor construction contract for execution. Review contract, bonds, insurance forms for general conformity to contract requirements. Owner may at their direction and expense have same reviewed by City Attorney and or Insurance Provider as deemed appropriate.
- 5. Construction Administration Phase:
 - Including: Acting as project engineering on behalf of the Owner and providing construction supervision, including review and approval of contractor claims
 - Compliance with applicable federal, state and other applicable regulations
 - c. Assistance with obtaining and compliance with SRF Financing.
 - d. Provide overall Project Management for the Owner-Engineer contract.
 - e. Provide project administration for Owner-Engineer contract, including correspondence, billings, files, etc.
 - f. Provide general administration of construction contract, including review and interpretation of Owner-Contractor contract.
 - g. Attend and Facilitate Pre-Construction Conference
 - h. Review and prepare Change Orders and Work Change Directives
 - Receive and file Shop Drawings and Samples; provide Owner copies.
 - A single review of each submitted shop drawing is included within the scope of this agreement. Costs for further reviews of submitted shop drawings are herein assumed to be compensated by Contractor, not OWNER.
 - Review and recommend Contractor applications for payment.
 - k. Review and facilitate receipt of Contractor Completion documents
 - Issue Final Notice of Acceptability of the Work, issue and review Punch List items

Scope of Services Story City 2022 Aero Mod Wastewater Treatment Improvements

- m. Meet with the Owner to determine the project construction requirements, provide periodic updates of the project progress, and discuss any relevant issues concerning the project.
- n. Provide coordination and review services with Funding Administrator;
- o. Attend monthly construction meetings with the Contractor for an assumed construction contract length of 15 months.
- p. Witness and document equipment start up and performance tests required to demonstrate compliance with the contract documents.
- 6. Resident Project Representative and Construction Observation Phase
 - See attached Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
 - Including providing on-site observations and analysis during the course of the construction to provide additional assurance of design intent and compliance with regulations.
 - c. Provide construction staking for the Contractor's use in construction. Stakes will be placed once as requested by the Contractor. Any required restaking will be at the Contractor's Expense.
 - d. Provide for Professional Engineer level Construction Review and coordination
 - e. Provide on-site observation to determine the amount, quality and acceptability and fitness of the work, materials and equipment, which are to be paid for under the contract. Onsite observations have been assumed as outlined within Exhibit C of this agreement.
- 7. Post Construction Phase
 - a. Assimilate equipment Operation and Maintenance manuals as required, associated with the Wastewater Treatment Facility
 - b. Prepare site specific operation and maintenance manuals for new wastewater treatment facility
 - c. Prepare and provide two (2) copies of record drawings depicting the nature of the construction modifications:

Items Not Included in Basic Services

1. Land Acquisition services

It has been assumed under this agreement that no services are required in association with land acquisition in relation to the construction identified. As such, any work in relation to land acquisition shall be considered out of scope of this agreement.

2. Construction Management Services

It has been assumed under this agreement that no services associated with Construction Management between multiple contractors will be provided, as such any such services requiring construction management services shall be considered out of the scope of the agreement.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Agreement is supplemented to include the following agreement of the parties:

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR shall provide full time representation, assumed to be an 8 hour work day Monday through Friday over a 15 month construction schedule. It is anticipated that the Contractor may not be performing work on each day for the 15-month contracted construction schedule; RPR, Engineer and Owner shall coordinate which days RPR is onsite.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

MSA shall act as OWNER's representative during the construction period, as such MSA will have authority to reject work which MSA believes to be defective, or that MSA believes will not produce a completed project that conforms to the contract documents. MSA shall further provide notification to OWNER of same.

- C. The duties and responsibilities of the RPR are as follows:
 - General: RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - 4. Liaison:

- a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
- 5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
- 6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
- 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- 8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
- 9. Inspections, Tests, and System Start-ups:
 - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

Page 2 (Resident Project Representative)

- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. Records:

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
- 12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

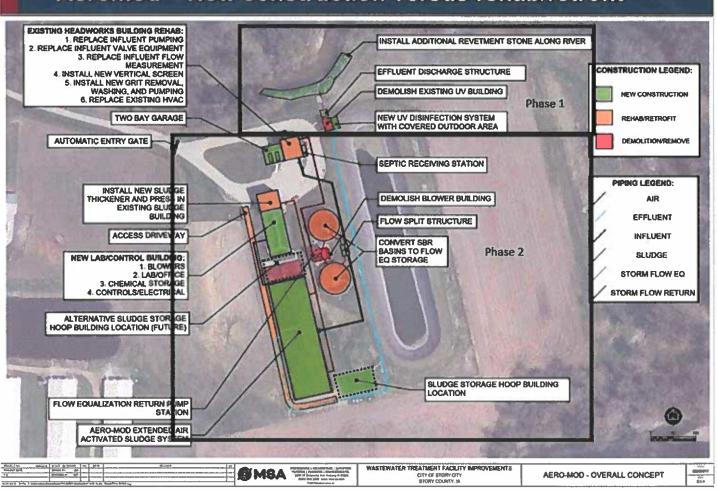
14. Completion:

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept shop drawing or sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

Aeromod - New construction versus rehab/retrofit



CITY OF STORY CITY



3 Herschell-Spillman Carousel

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

To: The Honorable Mayor & City Council

From: Mark A. Jackson, City Administrator

Re: City Hall Renovations Project

Change Order No. 1

Date: March 7, 2022

Presented for Mayor and City Council consideration is Change Order No. 1 for the City Hall Renovations Project.

As has been previously reported and discussed, the City Hall Renovations Project bid came in significantly higher then what was estimated. Pursuant to discussion on options to reduce costs that were reviewed at the January 17, 2022, Council work session meeting; the architect, contractor, and city staff have identified cost savings in the amount of \$92,024.52.

The original construction contract was in the amount of \$535,000 and with the savings will result in a new contract sum in the amount of \$442,975.48. Attached for your information are the scope revisions made to the project.

With Change Order No. 1, the total cost of the project is approximately \$501,125 which is more in line with the preliminary budget estimate.

Change Request No. 3 – the original plans called for the relocation of the counter. Given its condition, it is recommended that a new be constructed at an additional cost of \$1,561.96 (materials only; no labor charge). If approved, this would be reflected in change order no. 2.

Financing for the project will come from the issuance of a \$400,000 bond and General Fund cash reserves.



VALUE ENGINEERING SUGGESTIONS City Hall Renovations Story City, Iowa

OWNER:

City of Story City

Farnsworth Group, Inc.

ARCHITECT:

ESTIMATOR: Farnsworth Group, Inc.

DATE:

February 23, 2022

PROJ. #: 0210518.00

PHASE: Post-Bid (Value Engineering)

DESCRIPTION OF WORK

Renovation of existing City Hall Building

BASE BID CO	INSTRUCTION COST	\$535,000
1)	Delete Railings at Stairs & Roof (keep @ West Exterior Door)	-\$6,500
2)	Delete Vertical Blinds	-\$1,800
3)	Delete Signage	-\$2,559
4)	Delete Upper Floor Finish Flooring (SV, LVT, Stairs & Carpet) (keep [204] & [205])	-\$27,792
5)	Delete Plaster Patching Allowance	-\$5,000
6)	Delete Vestibule Aluminum & Glass, Walls and Walkoff Carpet (keep exterior door)	-\$5,740
7)	Change Heat Pumps to Electric Furnace & Standard AC Units	-\$8,500
8)	Relocate ERVs to interior of building	-\$3,800
9)	Delete Doors, Frames & Hardware: (107-1, 107-2, 201-1, 202-1, 206-1, 206-2, 207-1. 208-1)	-\$17,000
10)	Delete Walls, Framing, Gyp & Paint: (Stair [200], Storage [206], Council Room [207])	-\$5,000
11)	Delete remaining painting from contract (keep @ [204], [205], new frames & walls)	-\$14,340
12)	Delete (5) LR1 Light Fixtures, conduit, wiring & switch in [207]:	-\$800
13)	Delete (15) Duplex outlets, conduit & wiring in [207] (circuits D-3, D-4, D-5 & D-6):	-\$900
14)	Reduce Circuit length for D-12 & D-13, ERV's to be relocated in [206A]:	-\$50
15)	Demo Ceiling in [202] & Add new Ceiling after ductwork:	\$3,700
16)	Add (8) L1 Light Fixtures, conduit, wiring & switch in [202]:	\$1,626
17)	Adjustment factor for other costs:	\$2,430
SUBTOTAL	OF VE SUGGESTIONS	-\$92,025
REVISED CO	NSTRUCTION COST:	\$442,975



Change Order

PROJECT: (Name and address)
City Hall Renovations
504 Broad Street
Story City, Iowa 50248

OWNER: (Name and address) City of Story City, Iowa 504 Broad Street Story City, Iowa 50248 CONTRACT INFORMATION:

Contract For: General Construction Date: February 7, 2022

ARCHITECT: (Name and address)
Farnsworth Group, Inc.
14225 University Avenue, Suite 110

Waukee, Iowa 50263

CHANGE ORDER INFORMATION:

Change Order Number: 001 Date: February 22, 2022

CONTRACTOR: (Name and address)
R.H. Grabau Construction, Inc.
871 P Avenue

PO Box 99 Boone, Iowa 50036

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See attached Change Order No. 1 - Summary, dated February 22, 2022.

DEDUCT: (\$92,024.52)

The original Contract Sum was
The net change by previously authorized Change Orders.
The Contract Sum prior to this Change Order was
The Contract Sum will be decreased by this Change Order in the amount of
The new Contract Sum including this Change Order will be

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be unchanged.

\$ 535,000.00 \$ 0.00 \$ 535,000.00 \$ 92,024.52 \$ 442,975.48

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Farnsworthh Group, Inc.	R.H. Grabau	City of Story City, Iowa
AFCHITECT (Firm name)	CONTRACTOR (Firm yame)	OWNER (Firm name)
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SIGNATURE	SIGNATURE	SIGNATURE
Kristofer J. Orth, AIA	ERR R. HAMMER UP.	Mike Jensen, Mayor
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
02/22/2022	Z-22-22	
DATE	DATE	DATE



CHANGE ORDER NO. 1 - SUMMARY

City Hall Renovations - Story City

Date: 02/22/22

Original Contract Price:

\$535,000.00

Change Orders approved to date:

\$0.00

CHANGE ORDER ITEMS

1) CR-001R PR-01 - Project Scope Revisions

-\$94,929.52

2) CR-002

Demo Ceiling [202], Keep P5 Walls in [107].

\$2,905.00

TOTAL Changes:

-\$92,024.52

Amount of this change order:

-\$92,024.52

Adjusted contract price including this change order:

\$442,975.48



R.H. GRABAU CONSTRUCTION, INC. GENERAL CONTRACTOR

P.O. Box 99 • Boone, IA 50036 515-432-6935 • FAX 515-432-9639 • www.grabauconst.com **Since 1946**

CHANGE PROPOSAL

CR-001R



FEBRUARY 17, 2022

FARNSWORTH GROUP 14225 UNIVERSITY AVE UNIT 110 WAUKEE, IA 50263

Attn: KRISTOFER ORTH

Re: CITY HALL RENOVATIONS – CHANGE REQUEST 001

Dear Kristofer:

The following is the cost CR-001. This change is being proposed for the following:

Per proposal request 01.

- Breakdowns attached for your reference.

- If there are any questions, please feel free to contact this office.

This change will come to a deduct in the contract in the amount of: \$94,929.52.

Very truly yours,

R. H. GRABAU CONSTRUCTION, INC.

Eric Hammer

Date: 2.17-22



CITY HALL RENOVATIONS - STORY CITY IA
2/17/2022

Change Order #

1

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R.H. GRABAU CONSTRUCTION, INC. GENERAL CONTRACTOR

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CHANGE PROPOSAL

CR-002



FEBRUARY 17, 2022

FARNSWORTH GROUP 14225 UNIVERSITY AVE UNIT 110 WAUKEE, IA 50263

Attn: KRISTOFER ORTH

Re: CITY HALL RENOVATIONS - CHANGE REQUEST 002

Dear Kristofer:

The following is the cost CR-002. This change is being proposed for the following:

- Demolition of the ceiling in Staff Break Room [202].
- Keep P5 Walls in Police Department [107].
- Furring above ceiling.

*Please note, there is no P/OH added to this cost, due to the cost being more than anticipated.

This change will come to an additional cost of: \$2,905.00.

Very truly yours,

R. H. GRABAU CONSTRUCTION, INC.

Eric Hammer

Date: _ 7-17-72

BEHLEN Buildings CITY HALL RENOVATIONS - STORY CITY IA 2/17/2022

Change Request #

ITEM:	QUANT.	UNIT.	\$	HOURS	LABOR	MATERIAL	TOTAL:
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Small or Rental Tools:

Equipment:
Clean Up:
Material Handling:
OSHA Safety
General Conditions
Subtotal Self-Performed: \$ -

SUBCONTRACTORS:		QUANT.	UNIT.	
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TOTAL =	\$ 2,905.00

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Proposal Request

Proposal Request Number: 01

Issue Date: February 7, 2022

Owner:

City of Story City, Iowa

Project Name:

City Hall Renovations

Project Number: 0210518.00

To:

Eric Hammer

Company:

R.H. Grabau Construction, Inc.

Street:

871 P Avenue - PO Box 99

City, State Zip: Boone, IA 50036 Phone:

515.432.6935

Contract for:

General Construction

Contract Dated: February 7, 2022

Please submit an itemized quotation for changes in the contract sum and time incidental to proposed modifications to the contract documents described above.

THIS IS NOT A CHANGE ORDER OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED BELOW.

Description:

Scope revisions made to the project.

ADDENDUM NO. 2

- A. Sheet A1.1.1 Supplementary Architectural Detail: DELETE galvanized steel guard rail at south edge of roof from scope of work.
- B. **DELETE** Keynote 10.03 Maximum Occupancy Sign from scope of work.
- C. **DELETE** Section 01 2100 Allowances in its entirety.

PROJECT MANUAL

- A. **DELETE** Section 01 2300 Alternates in its entirety.
- **DELETE** Section 10 1400 Signage in its entirety.
- **DELETE** Section 12 2116 Vertical Louver Blinds in its entirety.

DRAWINGS

- A. Sheet A0.1 General Information & Partition Types
 - 1. **DELETE** Wall Types P2 & P5 from scope of work.

Farnsworth Group, Inc. Proposal Request Page 2 of 4

- B. Sheet AD1.1 Demolition Plans
 - 1. DELETE the following keynotes from the Demolition Keynotes List
 - a. D04.02, D06.03, D06.05, D08.06, D09.04, D11.01, D11.02, D12.04.
 - 2. REVISE demo note D09.02 on south portion of 1/AD1.1 to only be for the Int Room [108].
 - 3. DELETE all demolition work in Alternate #2 noted on 2/AD1.1 from scope of work.
- C. Sheet A1.1 Floor Plans
 - 1. **DELETE** the following keynotes from Keynotes List:
 - a. 11.01 Television Monitor (OF/OI)
 - b. 11.02 Refrigerator (OF/OI)
 - c. 12.01 Vertical Window Blind (Typ All Windows)
 - 2. Main Floor Plan: DELETE Vestibule [106] P1A walls, storefronts S1 & S2, and aluminum door 106-2 & hardware.
 - 3. Main Floor Plan: DELETE P5 Wall from Police Department [107].
 - 4. Main Floor Plan: DELETE Doors 107-1 & 107-2.
 - 5. Upper Floor Plan: DELETE Wall P3 at Stair [200].
 - 6. Upper Floor Plan: **DELETE** Doors, Frames & Hardware 201-1, 202-1, 206-1, 206-2, 207-1 & 208-1.
 - 7. Upper Floor Plan: DELETE Wall P1A between Storage [206A] & Mechanical [206B].
 - 8. Upper Floor Plan: DELETE Wall P1A wall between Multi-Purpose Room [201] & Council Room [207].
 - 9. Upper Floor Plan: DELETE VT><SV Floor Transition note between Multi-Purpose Room [201] and Hallway [201A].
 - 10. Upper Floor Plan: DELETE RB><LVT Floor Transition note between Stair (200) and Hallway [201A].
 - 11. Roof Plan: DELETE (3) Equipment Supports at ERV-1 & (3) Equipment Supports at ERV-2.
- D. Sheet A3.1 Exterior Elevation, Stair Sections & Roof Details
 - DELETE 3/A3.1 Stair Section in its entirety, including new rubber risers, treads, and handrails.
 - 2. **DELETE** 5/A3.1 Roof Curb Flashing Detail.
- E. Sheet A7.1 Door & Room Finish Schedules, Door, Frame & Storefront Types
 - 1. REVISE Room Finish Schedule floor to EXIST for the following rooms:
 - a. Stair [104]
 - b. Police Department [107]
 - c. Stair [200]
 - d. Multi-Purpose Room [201]
 - e. Hallway [201A]
 - f. Foyer [201B]
 - g. Staff Break Room [202]
 - h. Council Room [207]

Farnsworth Group, Inc. Proposal Request Page 3 of 4

- 2. **REVISE** Room Finish Schedule wall finishes to EXIST for the following rooms:
 - a. Vestibule [101]
 - b. Police Department [102] (East and South only)
 - c. Stair [104]
 - d. Storage [105]
 - e. Vestibule [106]
 - f. Multi-Purpose Room (201)
 - g. Hallway [201A]
 - h. Foyer [201B]
 - i. Staff Break Room [202] (North and West only)
 - j. Storage [206A]
 - k. Mechanical [206B]
 - I. Council Room [207]
- 3. **DELETE** Rubber Base in [206A] & [206B].
- 4. **DELETE** Vestibule [106] from Room Finish Schedule.
- 5. **DELETE** the following doors from the Door Schedule in their entirety:
 - a. 106-2, 107-1, 107-2, 201-1, 202-1, 206-1, 206-2, 207-1, and 208-1
- 6. **DELETE** Storefront Frame Types S1 and S2 from scope of work.
- F. Sheet A7.2 Door & Storefront Details
 - 1. **DELETE** details 5, 6, 7, 8 from scope of work.
 - 2. REVISE detail "4" to read "15".
- G. Sheet A8.1 Interior Elevations and Enlarged Plans
 - 1. **DELETE** SV><LVT Floor Transition note between Foyer [201B] and Staff Break Room [202].
 - 2. DELETE details 6, 7 and 8.
- H. Sheet A8.2 Interior Elevations and Enlarged Plans and Interior Details
 - 1. **DELETE** Sheet A8.2 in its entirety.
- I. Sheet A8.3 Upper Floor Interior Elevations
 - 1. **DELETE** Sheet A8.3 in its entirety.
- J. Sheet A9.1- Reflected Ceiling Plans
 - 1. Upper Floor Ceiling Plan, Room [202]: ADD Acoustic ceiling grid and tile.

MECHANICAL / ELECTRICAL DRAWINGS

- A. Sheet M3.1 Upper Level and Roof Sheet Metal
 - 1. **RELOCATE** ERV-1 & ERV-2 from roof to Storage/Mechanical [206].

Farnsworth Group, Inc. Proposal Request Page 4 of 4

- B. Sheet M4.1 Mechanical Details and Schedules
 - 1. CHANGE AHU-1, 2, 3 and HP-1, 2, 3 to Electric Furnaces with Air Conditioning Units.
- C. Sheet E1.1 Main and Upper Level Plan Lighting
 - 1. Upper Level Plan Lighting: DELETE (5) LR1 Light Fixtures, conduit, wiring & switch.
 - 2. Upper Level Plan Lighting: ADD (8) L1 Light Fixtures, conduit, wiring & switch in Staff Break Room [202].
- D. Sheet E1.2 Main and Upper Levels Power
 - 1. DELETE (15) Duplex outlets, conduit & wiring in [207] (circuits D-3, D-4, D-5 & D-6).
 - 2. RELOCATE (2) Duplex outlets, conduit & wiring to north wall of [207] (circuits D-7).
 - 3. DELETE (2) Duplex outlets, conduit & wiring in (206A) & (206B) (circuits D-9).
- E. Sheet E2.2 Basement and Roof Plans Power
 - 1. **RELOCATE** ERV-1 & ERV-2 from roof to Storage/Mechanical [206]. **REDUCE** circuit length (D-12 & D-13) including conduit and wiring.
- F. Sheet E3.1 Main and Upper Levels Special Systems
 - 1. **DELETE** (5) Combination Phone/Data outlets, conduit & boxes in [207].
- G. Sheet E5.1 Electrical Schedules
 - 1. **CHANGE** AHU-1, 2, 3 and HP-1, 2, 3 to Electric Furnaces with Air Conditioning Units. Coordinate sizes of breakers, conduit, wiring, & disconnects, with Mechanical Subcontractor, then confirm with Electrical Engineer.

Issued By:

FARNSWORTH GROUP, INC. Nathan H. Doggett, Associate AIA Architectural Designer II

Attachments:

No Attachments.



R.H. GRABAU CONSTRUCTION, INC. GENERAL CONTRACTOR

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CHANGE PROPOSAL

CR-003R



MARCH 1, 2022

FARNSWORTH GROUP 14225 UNIVERSITY AVE UNIT 110 WAUKEE, IA 50263

Attn: KRISTOFER ORTH

Re: CITY HALL RENOVATIONS - CHANGE REQUEST 003R

Dear Kristofer:

While onsite walking through the job site there was a discussion regarding the police department reception area. Currently this desk area is to be removed and reinstalled per the drawings. Due to the existing condition of the reception area, we are proposing a new reception desk. We are only requesting material costs to cover this. Labor and profit/overhead costs have been excluded from this request. We understand this is something the owners may not consider, but due to the extent of the existing conditions, we recommend replacing the desk as the existing one may not look appealing when finished. Included in this proposal are the data sheets as well as color selections for the countertop. If approved the owners may select the finish color for the desk from a catalog provided by the general contractor at a later date. Physical samples of the countertop can be provided upon request.

This quote includes a deduct to the owner for the additional labor from base bid.

This change will come to an additional cost of: \$1,561.96.

Very truly yours,

R. H. GRABAU CONSTRUCTION, INC.

Cric Hammer

Date: 3-/- 22







CITY HALL RENOVATIONS - STORY CITY IA 3/1/2022

Change Request # 3R

ITEM:	QUANT.	UNIT.	\$	HOURS	LABOR	MATERIAL	e Mass	TOTAL:
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STORE #3356 700 SE 16TH ST AMES IA 50010 515-232-1986 515-735-4094

How to Recall a Saved Design

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AT HOME: Go to Menards.com and search Ū Crëatë™

- Login to your account and select search saved designs to pull up your saved design or select search saved designs and enter the Design #.
- Select up to two of the options that appear on the screen or select estimate summary to make changes to your design.
 If ready to purchase follow the steps below for Purchasing at the Store or place item into cart if purchasing online. (follow

online check out procedures)

How to Purchase at the Store

1. Follow steps above for Recalling a Saved Design.

2. Select to print your Purchasing Documents.

3. Print your order by selecting TAKE HOME TODAY or TAKE HOME LATER.

Design #: 335652543206

Estimated Price: \$2,156.96*

"Today's estimated price, future price may go up or down. Tax, labor, and delivery not included. Countertop, cabinet hardware, appliances, plumbing fixtures structures, flooring, lighting, and wall decor are sold separately and not included in the price

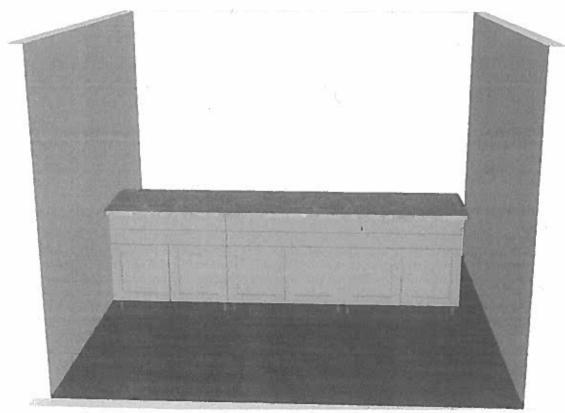
Cabinet Style:

Strömma Gray

KLËARVŪE" CABINETRY



KLEARVUE/LAM-NEAPOLITAN STONE



Note: This 3D rendering is meant to represent the general appearance of the design. Actual design may vary from what is pictured. Color shows approximate tone. Color of actual product will vary from what is pictured due to differences in printing and resolution.

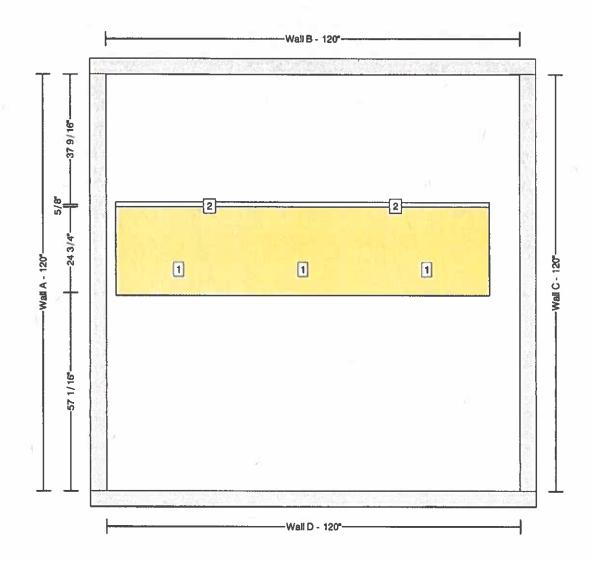
This is an estimate. It is given only for general price information. This is not an offer and there can be no legally binding contract between the parties based upon this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions, MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIED ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY OF THE MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by guest and Menards is not responsible for any errors in a information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully, MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST, BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS.



FLOOR PLAN

Design #: 335652543206

KLEARVUE/LAM-NEAPOLITAN STONE



All measurements have been provided by the guest. Menards 1st not responsible for any errors in dimensions. Verify the accuracy of all dimensions prior to purchase.

This is an estimate. It is given only for general price information. This is not an offer and there can be no legally binding contract between the parties based upon this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The evailability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIED ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY OF THE MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by guest and Menards is not responsible for any errors in information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST, BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS.



CHANGE ORDER LOG

City Hall Renovations - Story City

Date: 03/02/22

Original Contract Price:

\$535,000.00

CHANGE ORDER ITEMS

1)	CR-001R	PR-01 - Project Scope Revisions	-\$94,929.52
2)	CR-002	Demo Ceiling [202], Keep P5 Walls in [107].	\$2,905.00
2)	CR-003R	Replace Police Station Reception Desk	\$1,561.96

TOTAL Changes: -\$90,462.56

Total of Changes -\$90,462.56

Adjusted contract price including this change order: \$444,537.44

Sign Permit Application City of Story City 504 Broad Street | 515-733-2121 Date: 2/24/2022 ** Remove "GOOKIN" letters replace with "KARL" letters Application Number: _____ New are smaller / less sq ft than old PERMIT FEE: \$50.00 for each such sign or other advertising structure Location/Address of Sign: 510 Factory Outlet Drive Applicant: Gary Mills for Signs-N-More Property owner: Karl Ford Sign Company: Signs-N-More Applicant Address: 751 NE Broadway Ave Applicant Phone Number: 515-240-1533 Garys cell 515-285-8700 office Applicant Email: gmillssignsnmore@msn.com Description of Work:
☐ Erect ☐ Alter ☐ Repair ☐ Maintain ☐ Remove ☐ Temporary Sign **Building Signage:** Type: Wall Awning Roof Other:_____ Height: 39" Width: 174 Total Area of Sign: 47.13 Total Wall Area: Zoning District: _____ **Ground Signage:** Type: Free Standing Monument Other: Height: (ground to bottom of sign) _____ Height: (Bottom of sing to top of sign) _____ Width: ____ Total Area of Sign: ___ Set back from Property Lines: Front: _____ Rear: _____ Sides: ____ Zoning District: ____

Construction Materials:

Support: std wall anchors

Frame: aluminum individual letters

Face: white plex

Attach 2 copies of the blueprints or ink drawing of the plans and specifications. Including: Locations & dimensions of all existing signage, locations & dimensions of all proposed signage, site plan showing property lines (if ground sign), building/structures in the area and the sign location or site plan showing wall area.

I hereby acknowledge that I have read this application and that it is correct, and I agree to comply with all city ordinances and state laws regulating signs and biliboards.

<i>GMills fo</i> Applicant	or Sign-N-More	Date: 02-24-2022
<u>Anthony M</u> Owner	Iills Karl Auto	Date: 02-24-2022
Office Use Onl	<u>y</u>	
Approved	☐ Denied	
West A City Administrator	Julean.	Date: 2-34-2022
City Council Action	if required:	
Approved	Denied	
City Class		Date:
City Clerk		
Permit Fee Paid hy	r:□ Check # □ Cas	h

Residential Tax Abatement Application

City of Story City

504 Broad Street |515-733-2121

Date: 02/24/22

Provides tax abatement for five years on the first \$75,000 of actual value added.

Address of Property: 938 8th St	
Legal Description: Property ID 01-12-260-225	
Title Holder or Contract Buyer: Cale and Amber Doyle	
Address of Owner (if different than above):	
Day Time Phone Number: 319-430-1568	
Existing Property Use: 🔳 Residential 🔲 Commercial 🔲 Industrial 🔲	Vacant
Proposed Property Use: (check two) 🔳 Residential 🔃 Commercial 📋	Industrial Vacant Owner-Occupied
Nature of Improvements: New Construction Addition Genera Specify: New 30'x40' Garage	l Improvements
Estimated or Actual Date of Completion: 02/01/22	
	and the state of t
Estimated of Actual Cost of Improvements: \$100.000	
Signature: <u>Cle Doyle</u>	Date: 02/24/22



City of Story City, IA

CLAIMS REGISTER REPORT

By Segment (Select Below)
Payable Dates 2/12/2022 - 3/4/2022

Vendor Name	Description (Payable)		Amoun
Department: 1110 - POLICE DEPARTMENT			71110211
WELLMARK	GROUP HEALTH/DENTAL		3,943.3.
JAKE EDWARDS	REIMBURSE		350.7!
MET LIFE SMALL BUS CNTR	AD&D COVERAGE		96.0
WINDSTREAM	PHONE/POLICE		76.5
COMPLETE COMMUNICATION	PHONE/INTERNET		85.2i
COMPLETE COMMONICATION	PHONE/INTERNET	Department 1110 - POLICE DEPARTMENT Total:	4,551.8
		bepartment 1110 - Police berantment lotes.	7,331.01
Department: 1150 - FIRE DEPARTMENT			
FELD FIRE EQUIPMENT CO	HOSE PARTS		429.3
BLACK HILLS ENERGY	GAS SERVICE		1,471.1
MPEC/NAPA Auto Parts	SUPPLIES		40.9
LYSLE MACDONALD	FIRE PROTECTION PUBLICATIO		184.00
VAN WALL	MISC SUPPLIES		15.3!
ECHO GROUP, INC	ELECTRICAL PARTS		117.90
ECHO GROUP, INC	ELECTRICAL PARTS		18.6
PATTERSON AUTO	F350/F150/SUBURBAN		588.84
BRADY KLINE	REIMBURSE SUBSCRIPTION		92.00
COMPLETE COMMUNICATION	PHONE/INTERNET	<u> </u>	185.4
		Department 1150 - FIRE DEPARTMENT Total:	3,143.6!
Department: 1160 - FIRST RESPONDERS			
PATTERSON AUTO	F350/F150/SUBURBAN		379.1
DEWEY FORD	2008 F-45		6,682.91
		Department 1160 - FIRST RESPONDERS Total:	7,062.14
Department: 1170 - BLDG INSPECTIONS			
SAFE BUILDING	BLDG, PLUMB, MECH, PERMIT		1,569.6
SAFE BUILDING	PERMITS/BLDG/PLUMB/MEC		3,816.7!
		Department 1170 - BLDG INSPECTIONS Total:	5,386.4
Development 2040 CTRESTANDAMIAN SAAINT			0,000
Department: 2210 - STREET/ROADWAY MAINT	5501005		47.00
PREFERRED PEST MANAGEME	SERVICE		45.00
WELLMARK	GROUP HEALTH/DENTAL		2,706.4
BLACK HILLS ENERGY	GAS SERVICE		554.49
MPEC/NAPA Auto Parts	SUPPLIES		598.75
MET LIFE SMALL BUS CNTR	AD&D COVERAGE		48.00
CENTRAL IOWA DIST	SUPPLIES		295.50
VAN WALL	PARTS		2,917.3
KARL FORD	ADAPTER		380.0
CAPITAL CITY EQUIPMENT	SKID LOADER PIN		73.1
INTERSTATE BATTERY/UPPER I	SUPPLIES		243.90
HOKEL MACHINE SUPPLY	GAS		63.50
AWS SERVICE CENTER	GARBAGE SERVICE		47.00
COMPLETE COMMUNICATION	PHONE/INTERNET	-	107.58
		Department 2210 - STREET/ROADWAY MAINT Total:	8,080.70
Department: 2250 - SNOW & ICE			
HAWKEYE TRUCK EQUIP	CHAIN		1,200.00
		Department 2250 - SNOW & ICE Total:	1,200.00
Department: 4410 - LIBRARY			
WELLMARK	GROUP HEALTH/DENTAL		1,284.3
WELLMARK	GROUP HEALTH/DENTAL		428.17
BLACK HILLS ENERGY	GAS SERVICE		801.3
AWS SERVICE CENTER	GARBAGE SERVICE		30.00
CENTER POINT PUBLISHING	BOOKS		139.07
ACCESS SYSTEMS	copier		140.15
	•		

CLAIMS REGISTER REPORT		Payable Dates: 2/12/202	2 - 3/4/202
Vendor Name	Description (Payable)		Amour
INGRAM LIBRARY SERVICES	BOOKS		380.7
INGRAM LIBRARY SERVICES	BOOKS		74.4
AUREON COMMUNICATIONS	LIBRARY SERVCIE		82.6
BAKER & TAYLOR	books		128.7
GALE/CENGAGE LEARNING	BOOKS		96.7
SABRINA GOGERTY	CLEANING		256.2
VISA	PROGRAMMING		14.1
VISA	PROGRAMMING		40.0
VISA	PROGRAMMING		90.9
AMAZON CAPITAL SERVICES	BOOKS AND SUPPLIES		63.4
AMAZON CAPITAL SERVICES	BOOKS AND SUPPLIES		17.1
AMAZON CAPITAL SERVICES	BOOKS AND SUPPLIES		15.9
AMAZON CAPITAL SERVICES	BOOKS AND SUPPLIES		9.9
AMAZON CAPITAL SERVICES	BOOKS AND SUPPLIES		17.1
MARIA HARTT	PROGRAMS		4.2
MARIA HARTT	PROGRAMS		29.6
MARIA HARTT	PROGRAMS		3.8
		Department 4410 - LIBRARY Total:	4,149.1
Department: 4430 - PARKS			
MTI DISTRIBUTING INC	AIR/FUEL FILTERS		82.3
PREFERRED PEST MANAGEME	SERVICE		55.0
AMES OUTDOOR SUPPLY	MOWER SERVICE SUPPLIES		140. 9
WELLMARK	GROUP HEALTH/DENTAL		399.3
BLACK HILLS ENERGY	GAS SERVICE		850.8
JOE LUCAS	TRAVEL/MEAL		39.0
MPEC/NAPA Auto Parts	SUPPLIES		97.9
MET LIFE SMALL BUS CNTR	AD&D COVERAGE		32.0
VAN WALL	MISC SUPPLIES		537.5
MENARDS	SUPPLIES		74.5
CENTRAL IOWA DIST	SUPPLIES		305.0
AMES OUTDOOR SUPPLY	MOWER PARTS		326.5
PAITERSON AUTO	F350/F150/SUBURBAN		166.4
AWS SERVICE CENTER	GARBAGE SERVICE		179.3
LOWES COMPANIES	MISC		35.4
LOWES COMPANIES	MISC		237.9
LOWES COMPANIES	MISC		129.1
O'CONNOR HEATING & COOLI	HEATER REPAIRS @ SHOP		572.2
COMPLETE COMMUNICATION	PHONE/INTERNET	Description AADO DARKS Total	195.4
		Department 4430 - PARKS Total:	4,456.8
Department: 4440 - RECREATION DEPARTMENT MENARDS	SHELVING, OIL, WIPES		310.5
MET LIFE SMALL BUS CNTR	AD&D COVERAGE		219.6
TK ELEVATOR CORPORATION	SERVICE		16.0 276.4
COMPLETE COMMUNICATION			139.5
CONFERE COMMONICATION	PHONE/INTERNET	Department 4440 - RECREATION DEPARTMENT Total:	651.6
Department: 4445 - SWIMMING POOL			002.0
BLACK HILLS ENERGY	GAS SERVICE		70.0
COMPLETE COMMUNICATION	PHONE/INTERNET		5.0i
COMIT LETE COMMONICATION	PHONE/HATERIAET	Department 4445 - SWIMMING POOL Total:	75.0
Department: 4450 - CEMETERY			75.5
AWS SERVICE CENTER	GARBAGE SERVICE		40.0
		Department 4450 - CEMETERY Total:	40.0
Department: 5520 - ECONOMIC DEVELOPMENT			
STORY CITY EDC	EDC CONTRIBUTIONS/WATER	y	332.0
		Department 5520 - ECONOMIC DEVELOPMENT Total:	332.0
Department: 6300 - PARTIAL SELF FUNDING			
BENEFITS INC	GROUP HEALTH		135.00
		Department 6300 - PARTIAL SELF FUNDING Total:	135.0
		-	

CLAIMS REGISTER REPORT		Payable Dates: 2/12/20	22 - 3/4/202
Vendor Name	Description (Payable)	,	Amoun
Department: 6611 - EXECUTIVE (MAYOR, ADM)			
WELLMARK	GROUP HEALTH/DENTAL		1,698.9
MPEC/NAPA Auto Parts	SUPPLIES		60.9
MET LIFE SMALL BUS CNTR	AD&D COVERAGE		16.0
		Department 6611 - EXECUTIVE (MAYOR, ADM) Total:	1,775.9
Department: 6620 - FINANCIAL AD (CLERK,TREA)			
STORY COUNTY RECORDER	RECORDING FEES		12.0
GATE HOUSE DB IOWA HOLDI WELLMARK	MINUTES/NOTICES GROUP HEALTH/DENTAL		834.4 1,673.9
MET LIFE SMALL BUS CNTR	AD&D COVERAGE		26.4
STAPLES CREDIT PLAN	OFFICE SUPPLIES		31.4
PETTY CASH	CITY HALL		126.2
COMPLETE COMMUNICATION	PHONE/INTERNET		247.5
		Department 6620 - FINANCIAL AD (CLERK,TREA) Total:	2,952.0
Department: 6640 - LEGAL SERVICES			
LARSON LAW OFFICE	LEGAL SERVICES	_	600.0
		Department 6640 - LEGAL SERVICES Total:	600.0
Department: 6650 - CITY HALL/SENIOR CENTER			
PREFERRED PEST MANAGEME	SERVICE		75.0
AMERICAN BUSINESS PHONES	REMOTE SERVICE		55.0
WELLMARK	GROUP HEALTH/DENTAL CLEANING CH		171.1 200.0
ANGELA HALLADAY BLACK HILLS ENERGY	GAS SERVICE		1,713.4
CONVERSE CONDITIONED AIR	MINI SPLIT PD		3,500.0
AWS SERVICE CENTER	GARBAGE SERVICE		111.2
TERRACON CONSULTANTS INC	INSPECTION		3,713.5
		Department 6650 - CITY HALL/SENIOR CENTER Total:	9,539.3
Department: 6670 - DATA PROCESSING			
COMPUTER EXPRESS	COMPUTER REPAIRS		80.7
COMPUTER EXPRESS	COMPUTER REPAIRS		108.7
COMPUTER EXPRESS	COMPUTER REPAIRS		642.6
SALTECH	TECHNOLOGY SUPPORT	Department 667A DATA DROCEPSING Total	344.4! 1,176.6
		Department 6670 - DATA PROCESSING Total:	1,170.0
Department: 8750 - CAPITAL PROJECTS SEALWIZE OF IOWA	EPOXY FLOOR FAIRVIEW LOD		0.224.04
SEALWIZE OF IOWA	EPOXY FLOOR PAIRVIEW LOD	Department 8750 - CAPITAL PROJECTS Total:	9,324.0
Domontos and OTEC MATER BARBO BARBONERACHTE		separament of 30 and that houseld lotal.	5,554.0
Department: 8766 - WATER MAIN IMPROVEMENTS CLAPSADDLE-GARBER INC	WATER MAIN IMPROV		17,544.20
CENT SABBLE CARBER INC	WATER MAIN INFROV	Department 8766 - WATER MAIN IMPROVEMENTS Total:	17,544.2
Department: 9810 - WATER UTILITY			,
HACH COMPANY	WATER CHEMICALS		215.7
HACH COMPANY	WATER CHEMICALS		450.7!
HACH COMPANY	WATER CHEMICALS		411.6
HACH COMPANY	SERVICE AGREEMENT		3,000.00
HACH COMPANY	WATER CHEMICALS		103.1
ULINE	MISC SUPPLIES		289.1!
BIS STATE INDUSTRIAL SUPPL	PIPE THREADER		149.90
A ASSOC MUN UTILITIES	DUES GROUP HEALTH/DENITAL		563.00
WELLMARK BLACK HILLS ENERGY	GROUP HEALTH/DENTAL GAS SERVICE		1,971.6 248.5!
MPEC/NAPA Auto Parts	SUPPLIES		5.49
MET LIFE SMALL BUS CNTR	AD&D COVERAGE		32.0
MENARDS COMMERCIAL CAPI	WATER PLANT REFRIGERATOR		245.5
HACH COMPANY	CHEMICALS		61.9
CENTRAL IOWA DIST	SUPPLIES		68.00
CENTRAL IOWA DIST	SUPPLIES		69.50
MENARDS AWS SERVICE CENTER	SHELVING GARRAGE SERVICE		589.91
AND SERVICE CENTER	GARBAGE SERVICE		78.00

CLAIMS REGIST	CD DEBART

Vendor Name	Description (Payable)		Amoun
BUSINESS RADIO LICENSING	DUES		110.00
STORY CITY POSTMASTER	WATER UTILITY BILLS		204.25
COMPLETE COMMUNICATION	PHONE/INTERNET		179.20
		Department 9810 - WATER UTILITY Total:	9,047.4:
Department: 9815 - SEWER UTLITY			
CENTRAL PUMP & MOTOR	DAYTON PUMP REPAIR		473.3
I & S GROUP	CONSULTING		1,805.00
WELLMARK	GROUP HEALTH/DENTAL		1,971.60
BLACK HILLS ENERGY	GAS SERVICE		754.40
MET LIFE SMALL BUS CNTR	AD&D COVERAGE		32.00
CENTRAL IOWA DIST	SUPPLIES		349.50
MECHANICAL COMFORT	VENT FAN		220.00
OMNISITE	ANNUAL SERVICES		232.14
AWS SERVICE CENTER	GARBAGE SERVICE		48.00
STORY CITY POSTMASTER	WATER UTILITY BILLS		204.2€
COMPLETE COMMUNICATION	PHONE/INTERNET		179.20
		Department 9815 - SEWER UTLITY Total:	6,269.49
		Grand Total:	97.493.61

Payable Dates: 2/12/2022 - 3/4/202:

Report Summary

Fund Summary

Fund		Payment Amount
001 - GENERAL FUND		45,325.36
033 - GILBERT PUBLIC LIBRARY		567.45
110 - ROAD USE TAX		9,280.70
115 - PARTIAL SELF FUNDING		135.00
312 - CAPITAL PROJECTS		9,324.00
316 - WATER PROJECTS		17,544.20
600 - WATER UTILITY		9,047.41
610 - SEWER UTILITY		6,269.49
	Grand Total:	97,493.61

Account Summary

Ac	count Summary	
Account Number	Account Name	Payment Amount
001-1110-6150	INSURANCE, GROUP HE	4,039.32
001-1110-6181	CLOTHING ALLOWANCE	350.75
001-1110-6373	TELEPHONE	161.79
001-1150-6230	TRAVEL & TRAINING	276.00
001-1150-6320	BUILDING & GROUNDS	136.55
001-1150-6331	MOTOR VEHICLE OPER.	15.39
001-1150-6332	VEHICLE REPAIR & MAIN	588.84
001-1150-6350	EQUIPMENT REPAIR &	470.31
001-1150-6371	UTILITIES	1,471.13
001-1150-6373	TELEPHONE	185.43
001-1160-6332	VEHICLE REPAIR & MAIN	379.17
001-1160-6350	EQUIPMENT REPAIR &	6,682.97
001-1170-6490	PROFESSIONAL SERVICE	5,386.43
001-4410-6150	INSURANCE, GROUP HE	1,284.37
001-4410-6320	BUILDING & GROUNDS	256.25
001-4410-6371	UTILITIES	831.32
001-4410-6373	TELEPHONE	82.66
001-4410-6499	MISCELLANEOUS	63.46
001-4410-6500	PROGRAMMING	31.27
001-4410-6502	TECHNOLOGY	15.99
001-4410-6505	CATALOGING SUPPLIES	40.00
001-4410-6506	OFFICE SUPPLIES	140.15
001-4410-6772	BOOKS	836.26
001-4430-6150	INSURANCE, GROUP HE	431.30
001-4430-6230	TRAVEL & TRAINING	39.01
001-4430-6320	BUILDING & GROUNDS	1,198.73
001-4430-6330	MOTOR VEHICLE MAINT	326.54
001-4430-6331	MOTOR VEHICLE OPER.	858.80
001-4430-6332	VEHICLE REPAIR & MAIN	166.42
001-4430-6350	EQUIPMENT REPAIR &	572.22
001-4430-6373	TELEPHONE	195.43
001-4430-6498	CONTRACTUAL SERVICES	55.00
001-4430-6499	MISCELLANEOUS	179.30
001-4430-6504	MINOR EQUIPMENT	129.13
001-4430-6507	MISC. OPERATING SUPP	305.00
001-4440-6150	INSURANCE, GROUP HE	16.00
001-4440-6320	BUILDING & GROUNDS	219.67
001-4440-6373	TELEPHONE	139.53
001-4440-6413	PAYMENTS TO OTHER A	276.48
001-4445-6371	UTILITIES	70.00
001-4445-6373	TELEPHONE	5.00
001-4450-6320	BUILDING & GROUNDS	40.00
001-5520-6413	PAYMENTS TO OTHER A	332.00
001-6611-6150	INSURANCE, GROUP HE	1,714.94
001-6611-6330	MOTOR VEHICLE MAINT	60.97

Account Summary

AC	count Summary	
Account Number	Account Name	Payment Amount
001-6620-6150	INSURANCE, GROUP HE	1,700.34
001-6620-6373	TELEPHONE	247.51
001-6620-6402	PUBLICATION ADV/LEGA	834.47
001-6620-6490	PROFESSIONAL SERVICE	12.00
001-6620-6506	OFFICE SUPPLIES	31.48
001-6620-6508	PETTY CASH/POSTAGE	126.26
001-6640-6490	PROFESSIONAL SERVICE	600.00
001-6650-6150	INSURANCE, GROUP HE	171.13
001-6650-6320	BUILDING & GROUNDS	275.00
001-6650-6350	EQUIPMENT REPAIR &	55.00
001-6650-6371	UTILITIES	1,713.49
001-6650-6490	PROFESSIONAL SERVICE	3,713.56
001-6650-6499	MISCELLANEOUS	111.20
001-6650-6727	CAPITAL EQUIPMENT	3,500.00
001-6670-6490	PROFESSIONAL SERVICE	1,176.64
033-4410-6150	INSURANCE, GROUP HE	428.12
033-4410-6500	PROGRAMMING	61.04
033-4410-6506	OFFICE SUPPLIES	3.88
033-4410-6772	BOOKS	74.41
110-2210-6150	INSURANCE, GROUP HE	2,754.44
110-2210-6330	MOTOR VEHICLE MAINT	380.05
110-2210-6332	VEHICLE REPAIR & MAIN	243.90
110-2210-6350	EQUIPMENT REPAIR &	3,589.24
110-2210-6371	UTILITIES	554.49
110-2210-6373	TELEPHONE	107.58
110-2210-6490	PROFESSIONAL SERVICE	45.00
110-2210-6499	MISCELLANEOUS	47.00
110-2210-6507	MISC. OPERATING SUPP	359.00
110-2250-6350	EQUIPMENT REPAIR &	1,200.00
115-6300-6150	INSURANCE, GROUP HE	135.00
312-8750-6499	MISCELLANEOUS	9,324.00
316-8766-6490	PROFESSIONAL SERVICE	17,544.20
600-9810-6150	INSURANCE, GROUP HE	2,003.66
600-9810-6210	DUES & SUBSCRIPTIONS	3,673.00
600-9810-6350	EQUIPMENT REPAIR &	5.49
600-9810-6371	UTILITIES	248.55
600-9810-6373	TELEPHONE	179.20
600-9810-6419	DATA PROCESSING	204.25
600-9810-6499	MISCELLANEOUS	78.00
600-9810-6504	MINOR EQUIPMENT	383.02
600-9810-6506	OFFICE SUPPLIES	289.19
600-9810-6507	MISC. OPERATING SUPP	801.80
600-9810-6524	SCIENTIFIC SUPPLIES	1,181.25
610-9815-6150	INSURANCE, GROUP HE	2,003.66
610-9815-6210	DUES & SUBSCRIPTIONS	232.14
610-9815-6320	BUILDING & GROUNDS	220.00
610-9815-6371	UTILITIES	754.40
610-9815-6373	TELEPHONE	179.20
610-9815-6419	DATA PROCESSING	204.26
610-9815-6490	PROFESSIONAL SERVICE	2,278.33
610-9815-6499	MISCELLANEOUS	· · · · · · · · · · · · · · · · · · ·
610-9815-6504	MINOR EQUIPMENT	48.00 349.50
010-3013-0304	Grand Total:	349.50 97,493.61
	Grano rotal:	37,493.01

Project Account Summary

Project Account Key	Payment Amount
None	97,493.61

CLAIMS REGISTER REPORT

Payable Dates: 2/12/2022 - 3/4/202

Project Account Summary

Project Account Key
None

Payment Amount

Grand Total:

97,493.61

Street Department's Activities for January

- 1. Snow and ice control
- 2. Burned brush at North dump
- 3. Maintained brush sites
- 4. Hauled away several loads of wood chips
- 5. Finalized Street budget
- 6. Cleaned up in shop and are getting rid of unneeded items
- 7. Ty got his CDL
- 8. Deep cleaned street sweeper and put in storage for winter
- 9. Washed trucks and equipment
- 10. Hauled in 3 loads of sand for ice control
- 11. Replaced batteries on road grader
- 12. Replaced door handle on Ford Ranger
- 13. Hawkeye Truck Equipment repaired cylinder and a few leaking hoses on '99 Chevy plow and repaired bent plow on '08 Ford F550
- 14. Repaired broken plow mount on '09 International wing plow
- 15. Serviced '01 Ford Ranger, '06 Ford F350, '08 Ford F550, '21 Ford F350 and '09 Freightliner
- 16. We all attended safety training

Scheduled Activities for February

- 1. Snow and ice control
- 2. Maintain and repair equipment
- 3. Have Ty study for pesticide license

January 2022

Water

Completed monthly bac-t samples Completed well draw downs Completed all disconnects Completed meters and rechecks All locates completed

Wastewater

Weekly & monthly sampling. (TSS, Ammonia, BOD, Tank Samples)

Monthly Maintenance: cleaning, greasing, exercising valves.

Continued increased Aluminum testing to monitor for regulations coming down the line. Will be talking with Tom at the DNR in February to see how long we will need to continue this testing. With the amount of testing we have done to date, I think we have proven that we will be able to meet the limit on our permit coming in 2024.

Automatic Systems was out to take a look at SBR Bridge drive Number 2. It keeps tripping out the braker and causing alarms that have to be taken care of (calls out and caused OT) Replace the heaters on the starter if that doesn't work, we will have to look into it further. *This is still an ongoing problem. We have Josh with central pump lined up to come and see what he can find. Josh did some very basic electrical testing and didn't find anything. It was very cold (-15 or so) the day he was here so he is going to look at in more when he Is back on a warmer day.

Josh took our sampler pump for repair.

Getting quotes to repair wet well vent fan.

Dumped Grit

Applied to reed beds to lower mixed liquor in our tanks (trying to get our settling moving in the right direction. It has been working)

Ordered Quality Control and DMRQA testing for the upcoming year.

Dwain is still working on testing.

Helped with water dig on maple in front of school.

STORY CITY PARKS AND RECREATION DEPARTMENT MONTHLY ACTIVITIES REPORT JANUARY 2022

- Light snow on 1/1 so I came in around 7am on Jan. 2 and moved snow at our areas
- One Hour Heating and Cooling came on 1-4 and got our sidewalk boiler heater at City Hall up and running
- My parks truck had a temp. sensor go bad, causing check engine light to keep comping on. Took to Patterson Auto and they replaced it on 1/5
- Cole and I worked on the shed on the 4th-7th
- Jenny gone 1/7-1/16
- Cole and I finished the shed on 1/11 and moved it to the East Diamond, we'll build some shelves in it this spring.
- Cole and I painted the route arrows for Rosy Cheeks on 1/12
- Snow storm projected on 1/14 so Cole and I got all our equipment fueled up and ready on 1/13
- Snow all day on 1/14, Cole and I hit all our areas in the morning then Cole started plowing for the street department till 6pm. I touched up our areas throughout the day and came back in at 8:30pm to do the fire station one more time before morning.
- Street dept was down a man all weekend, so Cole came in at 3am 1/15 and plowed for the Street dept all day (11 hours). I used skid loader and Adam Johnson used our mower/snowblower to move snow at all our areas
- Touched up snow removal and added ice melt to areas on 1/17, Cole helped Street dept all day haul snow away from downtown and again on 1/18
- Council budget meeting 5pm 1/17 at senior center
- Jenny out sick on 1/17
- Pretty warm out on 1/18, so I scrapped snow/ice at our areas to get it to melt off faster
- Spring dance session started up on 1/18 at FVL
- Cole and I started putting together picnic tables on 1/19, 20, 21ST
- Cole and I hauled snow off from True Value's sidewalk on 1/18.
- City hosted a IAMU training on diversity, workplace violence and harassment on 1/20 at FVL (14
 employees between city and electric dept attended) We will now host a training each month on
 various safety topics.
- Light snow at night on 1/21, so Cole and I came in on 1/22 and moved snow at our locations, used broom on skid loader and back pack blower

- Light snow early morning on 1/24, so Cole and I moved snow with broom and blower again first thing
- Rob's Tree Service cut a broken, potentially dangerous branch out of tree at 703 Lafayette and removed 2 dead ash at 410 Elm that were on the removal list and in bad shape on 1/24
- Early registration for Rosy Cheeks 5k race ended on 1/24 (47 registered, as of 1/24), registration remains open and will be open day of race as well
- Cole and I serviced John Deere zero turn mower and John Deere 1550 mower on 1/26 and 1/27
- Main garage door opener at parks shop broke, had Stine Door Co (John Stine) come fix it on
 1/31

Story City Police Department

Summary Report

01/01/2022 00:00:00 - 01/31/2022 23:59:59

Quick Overview

Calls for Service: 529

Outreach Events: 0

Number of Arrests: 5

Traffic Stops: 14

Extra Patrol: 57

Total Charges Filed: 6

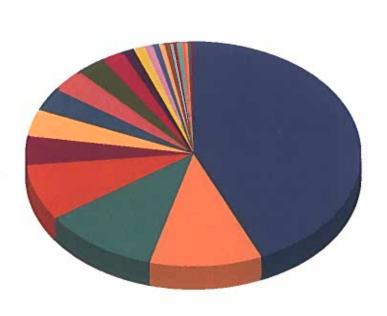
New Cases: 16

Fire Alarms: 0

Juvenile Referrals: 0

Calls For Service

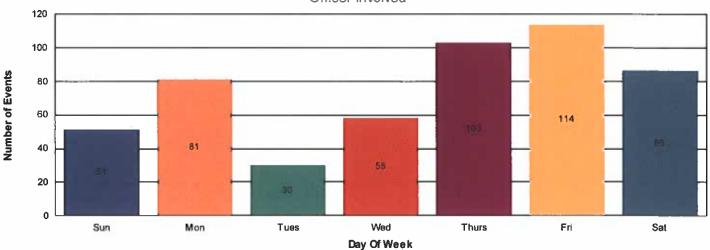
Officer Involved



_		
	OUTREACH / COMMUNITY SERVICE	43.4%
	BUSINESS SECURITY CHECK	10.9%
	EXTRA PATROL	10.9%
	GENERAL COMPLAINTS	8.2%
	ADMINISTRATIVE ACTIVITY	4.2%
	SUSPICIOUS ACTIVITY	3.6%
	FOLLOW UP	3.4%
	MEDICAL CALL	3.4%
	TRAFFIC STOP / ENFORCEMENT	2.7%
	COLLISION	2.3%
	THEFT/BURGLARY/PROPERTY CALLS	1.1%
15	WELFARE CHECK	1.1%
	LAW DEPARTMENT ASSIST	0.8%
	ALARM	0.6%
	CIVIL MATTER	0.6%
	DOMESTIC DISPUTE	0.4%
	DRUGS AND ALCOHOL	0.4%
	SALVAGE VEHICLE INSPECTION	0.4%
	WARRANT SERVICE	0.4%
	ATTEMPT SUICIDE / SUICIDE	0.2%
	CHEMICAL SPILL/ODOR	0.2%
	FIREWORKS COMPLAINT	0.2%
	HARASSMENT	0.2%
	REPOSSESSION	0.2%
	VEHICLE FIRE	0.2%
	Total:	100.0%

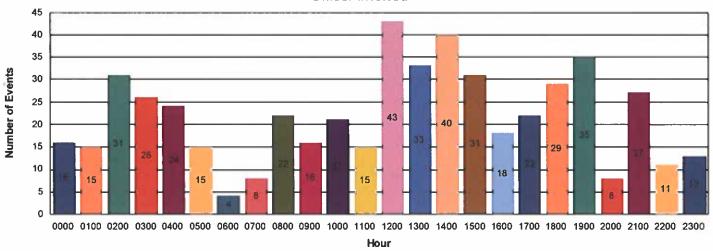
Events by Day

Officer Involved



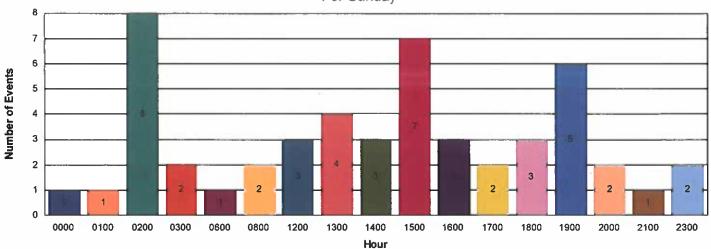
Events by Hour - All Days

Officer Involved



Events by Hour

For Sunday



CAD Event Breakdown by Day - All Events

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
TOTAL	52	81	32	59	104	115	86	529
911 HANG UP / INCOMPLETE CALL	0	0	0	1.00	0	1	0	2
ANIMAL CALL	3	1	0	2	0	1	1	8
ATTEMPT SUICIDE / SUICIDE	0	0	0	1	0	0	0	1
BURGLARY / ATTEMPTED BURGLARY	0	0	0	0	0	2	1	3
BUSINESS SECURITY CHECK	5	7	6	6	10	5	18	57
CHEMICAL SPILL/ODOR	1	0	0	0	0	0	0	1
CITIZEN CONTACT	0	4	2	6	7	3	5	27
CIVIL MATTER	0	1	0	0	1	1	0	3
DISTURBANCE & NOISE PARTY	0	0	0	1	0	0	1	2
DOMESTIC DISPUTE	1	0	1	0	0	0	0	2
EXTRA PATROL	11	20	4	1	5	6	10	57
FINGER PRINTING	0	0	0	1	0	0	1	2
FIREWORKS COMPLAINT	0	0	0	0	0	0	1	1
FOLLOW UP	1	1	3	2	6	3	2	18
GENERAL ALARM BANK / RESIDENTI	0	0	0	1	0	1	2	4
GENERAL INFO/COMPLAINT/ASSIST	0	3	1	3	1	1	1	10
HARASSMENT	0	1	0	0	0	0	0	1
HIT & RUN PROPERTY DAMAGE	0	0	0	0	1	0	0	1
JUVENILE TROUBLE	0	1	0	0	0	1	0	2
LAW DEPARTMENT ASSIST	1	0	0	. 0	3	0	0	4
LOST OR FOUND PROPERTY	0	0	0	0	2	0	0	2
MEDICAL ASSIST/AMBULANCE CALL	2	1	4	1	3	6	2	19
MOTOR VEH CRASH/PROP DAMAGE	0	1	2	1	2	0	0	6
MOTORIST ASSISTANCE	3	1	0	0	1	5	2	12
OPEN DOOR	0	2	0	0	1	1	0	4
OPERATING WHILE INTOXICATED	1	0	0	0	0	0	1	2
PARKING ENFORCEMENT/COMPLAINT	0	1	2	0	1	1	4	9
RECKLESS DRIVER	0	0	0	0	0	0	2	2
REPOSSESSION	0	120	0	0	1	0	0	2
RESIDENCE CHECK	17	23	1	28	49	45	18	181
SALVAGE VEHICLE INSPECTION	0	0	0	0	1 2	1	0	2
SCAM	0	0	0	0	0	1	0	1
SNOW ORDINANCE VIOLATION	0	0	0	0	0	19	1	20
SUSPICIOUS PERSON/VEH/ACTIVITY	4	1	1	0	3	1	5	15
TRAFFIC HAZARD	0	3	1	1	0	0	1	6
TRAFFIC STOP / ENFORCEMENT	1	3	1	1	3	2	4	15
TRAINING	0	2	0	0	0	0	0	2
TRUANCY	0	0	2	0	0	1	0	3
VEHICLE FIRE	0	0	0	0	0	2	0	2
VEHICLE IN DITCH	0	1	0	0	0	3	1	5
VEHICLE UNLOCK	0	0	1	1	2	0	100	5
WARRANT SERVICE	0	0	0	0	0	1	1	2
WELFARE CHECK	1	2	0	1	1		0	6

Offense Numbers

A report can have more than one offense. The total for this table may be larger than the number of reports listed on page 1. This data is from the Mobile database and may not reflect final data in RMS as offenses may change during the approval process.

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
TOTAL	2	2	3	2	3	3	2	17
ALL OTHER NON REPORTABLE	0	0	0	1	0	0	0	1
ALL OTHER OFFENSES	0	0	1	0	0	0	0	1
BURGLARY 3RD DEGREE - BURGLARY/BREAKING AND ENTER	0	0	0	0	0	1	0	1
CHILD ENDANGERMENT W/O SER INJURY	0	0	1	0	0	0	0	1
COLLISION REPORT	0	1	1	1	3	0	1	7
DEATH INVESTIGATION	1	0	0	0	0	0	0	1
DRIVING WHILE BARRED	0	0	0	0	0	1	0	1
DRUG POSSESSION OF CONTROLLED SUBSTANCE	1	0	0	0	0	0	0	1
HARASSMENT 3RD DEGREE	0	1	0	0	0	0	0	1
OWI 2ND OFFENSE	0	0	0	0	0	0	1	1
THEFT BY DECEPTION - ALL OTHER LARCENY	0	0	0	0	0	1	0	1

Charge Numbers

	Mon	Tues	Thurs	Fri	Sat	Total
TOTAL	1	1	1	1	2	6
CHILD ENDANGERMENT (OTHER) AGGRAVATED	0	0	1	0	0	1
DOMESTIC ASSAULT STRANGULATION W/INJURY	0	1	0	0	0	1
DRIVING WHILE BARRED	0	0	0	1	0	1
FAILURE TO HAVE VALID LICENSE OR PERMIT WHILE OPERATI	0	0	0	0	1	1
OWI 2ND OFFENSE	0	0	0	0	1	1
POSSESSION OF A CONTROLLED SUBSTANCE - MARIJUANA 2N	1	0	0	0	0	1