



**COUNCIL AGENDA
MONDAY, DECEMBER 4, 2023 - 6:00 P.M.
CITY HALL – SECOND FLOOR**

- I. CALL TO ORDER AND ROLL CALL, 6:00 P.M.
- II. APPROVE/AMEND THE AGENDA
- III. APPROVAL OF THE NOVEMBER 20, 2023 REGULAR MEETING MINUTES
- IV. CITIZEN APPEARANCE:
 - A)
- V. LEGAL ITEMS:
 - A) Resolution No. 23-74 – Approving Proposed Agreement Between the City of Story City and the Iowa Economic Development Authority for the City’s Receipt of Community Catalyst and Building Remediation Grant Funding
 - B) Ordinance No. 345 – An Ordinance Amending Chapter 166 of the Code of Ordinances of the City of Story City, Iowa to Amend Section 10, Subsection 3 Regarding Special Exception Uses and Structures, Waive Two Readings and Proceed to Final Reading
 - C) Table Consideration of Bids for the Bertha Bartlett Public Library - Addition Renovation Phase 2 Project
 - D)
- VI. ADMINISTRATIVE ITEMS:
 - A) Approve Engineering Services with CGA for Rich Olive Street Extension Project
 - B) Approve Amendment to Engineering Services Agreement with CGA for Water Main Improvements Project
 - C) Request Authorization to Purchase Patrol Vehicles and Body Cameras for the Police Department
 - D)

VII. PERMITS:

A)

VIII. MAYOR & CITY COUNCIL AGENDA ITEMS:

A) Tax Abatements:

1. Todd and Julie Schumer – 1204 Wicks Way
- 2.

B)

IX. APPROVAL OF BILLS AND CLAIMS

X. COMMENTS REGARDING NON-AGENDA ITEMS

XI. ADJOURNMENT

Mayor Jensen called the council meeting to order on Monday November 20, 2023, at 6:00 p.m. at City Hall.

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

Also Present: Nicole Englehardt, EDC; Shanon McKinley, GCC, Tara Turner, Bertha Bartlett Library Director; Rick Schrier, Marian Olive, Dan and Michelle Goos

Motion by Ostrem, seconded by Phillips, to approve the agenda.

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

Nay: None

Motion Carried.

Motion by Sporleder, seconded by O'Connor, to approve the November 6, 2023 regular meeting minutes

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

Nay: None

Motion Carried.

PUBLIC HEARINGS

- A) Proposed Plans, Specifications, Form of Contract and Estimate of Cost for the Bertha Bartlett Public Library – Addition and Renovation Phase 2 Project Rebid

Mayor Jensen introduced the public hearing. Tara Turner stated that the library was pleased to have bids to consider.

With no further public comment, Mayor Jensen closed the hearing.

LEGAL ITEMS

- A) Resolution No. 23-73 – Finally Approving and Confirming the Proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the Bertha Bartlett Public Library – Addition and Renovation Phase 2 Project

Motion by Solberg, seconded by Sporleder, to approve Resolution No. 23-73 – Finally Approving and Confirming the Proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the Bertha Bartlett Public Library – Addition and Renovation Phase 2 Project

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

Nay: None

Motion Carried.

- B) Table Consideration of Bertha Bartlett Public Library – Addition and Renovation Phase 2 Project
Motion by O’Connor, seconded by Phillips, to approve Table Consideration of Bertha Bartlett Public Library – Addition and Renovation Phase 2 Project
Aye: Ostrem, Phillips, Solberg, O’Connor, Sporleder
Nay: None
Motion Carried.

ADMINISTRATIVE ITEMS

- A) Preliminary Discussion on the Fiscal Year 2024-25 Budget: GCC, EDC, and Historical Society
Shanon McKinley presented the past year’s activities and upcoming plans and projected budget needs for the 24-25 fiscal year.
Nicole Englehart presented the past year’s activities and upcoming plans and projected budget needs for the 24-25 fiscal year.
Presentation in paper format by Kate Feil for the historical society and the past year’s activities and upcoming plans and projected budget needs for the 24-25 fiscal year.

MAYOR & CITY COUNCIL AGENDA ITEMS

- A) Discussion on Changing Code of Ordinances to Provide for a Conditional Use Permit or Conditional Rezoning
Council discussed the Conditional Use Permit. City Administrator Jackson presented information about this.
Council requested this be placed on the agenda.

APPROVAL OF BILLS AND CLAIMS

Motion by Ostrem, seconded by Solberg, to approve payment of bills and claims.
Aye: Ostrem, Phillips, Solberg, O’Connor, Sporleder
Nay: None
Motion Carried.

COMMENTS REGARDING NON-AGENDA ITEMS

- Shanon McKinley reported that the city was awarded the Community Catalyst and Building Remediation Emergency Grant of up to \$100,000 to assist with 614 Broad Project.

There being no further business before council, the meeting adjourned at 6:20 p.m.

ATTEST:

Heather Slifka, City Clerk

Mike Jensen, Mayor

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

RESOLUTION NO. 23-74

A RESOLUTION APPROVING PROPOSED AGREEMENT BETWEEN THE CITY OF STORY CITY AND THE IOWA ECONOMIC DEVELOPMENT AUTHORITY FOR THE CITY’S RECEIPT OF COMMUNITY CATALYST AND BUILDING REMEDIATION GRANT FUNDING

WHEREAS, the City Council of Story City, Iowa, finds that it is in the best interest of the City of Story City and its citizens to remediate the former True Value building located at 614 Broad Street, and

WHEREAS, funding is available for the project from the Community Catalyst Building Remediation Fund, and

WHEREAS, said grant program is administered by the Iowa Economic Development Authority, which Department has furnished an Agreement (identified as Agreement No. 24-CTBF-EMERG-04) for execution by the parties concerning the City’s eligibility for and receipt of RISE funding, and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Story City, Iowa, hereby approves said agreement, and the Mayor is hereby authorized and directed to execute same on behalf of the City.

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

AYE: _____

NAY: _____

ABSENT: _____

WHEREUPON, the Mayor declared the Resolution duly adopted this 4th day of December, 2023.

Mike Jensen, Mayor

ATTEST: _____
Heather Slifka, City Clerk

IOWA ECONOMIC DEVELOPMENT AUTHORITY

1963 Bell Avenue, Suite 200 | Des Moines, Iowa 50315 USA | Phone: 515.348.6200
iowaeda.com



November 13, 2023

Mr. Mark Jackson
City of Story City
504 Broad Street
Story City, Iowa 50248

SUBJECT: 2024 Community Catalyst and Building Remediation Grant (24-CTBF-EMERG-04)

Dear Mr. Jackson:

I am pleased to inform you the Iowa Economic Development Authority (IEDA) has awarded the City of Story City a Community Catalyst and Building Remediation Emergency Grant in an amount not to exceed \$100,000. These funds are to be used for the Old True Value building in the City of Story City as stated in the grant application.

Enclosed is the Contract between the Grantee Organization and IEDA. No grant funds will be disbursed until the applicant and the Iowa Economic Development Authority have agreed to the terms of the contract and the contract is executed. Please review the document thoroughly. E-mail a scanned copy of the original signed contract to Susan Watson at susan.watson@iowaEDA.com no later than January 12, 2024. Upon receipt of your signed contract, we will execute and upload a copy to iowaGrants.gov for your records.

IF ANY CONDITIONS CONTAINED IN THIS LETTER ARE NOT SATISFIED IN THE SOLE DISCRETION OF IEDA, OR THE CONTRACT IS NOT FULLY EXECUTED, THIS AWARD OF FUNDS SHALL BE RESCINDED, AND NO REIMBURSEMENT IS AVAILABLE FOR ANY COSTS INCURRED BY THE CONTRACT RECIPIENT WITH RESPECT TO THIS AWARD.

If you have any questions, please contact your project manager, Jim Thompson, at 515.348.6183 or by e-mail at Jim.Thompson@iowaEDA.com.

IEDA looks forward to working with the City of Story City on its Community Catalyst and Building Remediation grant project once all conditions to the award have been met and the contract is fully executed.

Sincerely,


Debi Durham (Nov 13, 2023 14:25 CST)

Deborah V. Durham
Director

cc: Iowa Legislators
File: iowaGrants.gov

IOWA ECONOMIC DEVELOPMENT AUTHORITY
IOWA DOWNTOWN RESOURCE CENTER
COMMUNITY CATALYST & REMEDIATION GRANT PROGRAM

GRANTEE: City of Story City
AGREEMENT NUMBER: 24-CTBF-EMERG-04
DATE OF AWARD LETTER: November 13, 2023
PROJECT COMPLETION DATE: November 13, 2025
GRANT AMOUNT: \$100,000

THIS Community Catalyst Building Remediation Grant Agreement ("Agreement") is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Authority" or "IEDA") and the City of Story City, 504 Broad Street, Story City, Iowa 50248 ("Grantee") (Collectively "the Parties").

WHEREAS, the Authority established a Community Catalyst Building Remediation Fund pursuant to Iowa Code section 15.231 for the purpose of providing grants to cities for the remediation of underutilized buildings; and

WHEREAS, the Grantee submitted a grant application to the Authority and the Authority determined that the Grantee and its proposed Project are eligible for a Community Catalyst Building Remediation Grant ("Grant") and approved the Application; and

WHEREAS, in approving the Application, the Authority has relied upon the Grantee's representations of proposed Project activities, the Grantee's management and financial condition, investment of other Project funds, and other material information contained in the application;

WHEREAS, the Grantee accepts the Grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **COSTS DIRECTLY RELATED.** "Costs Directly Related" means expenditures that are incurred for the acquisition, deconstruction, disposal, redevelopment, or rehabilitation of the community catalyst that is the subject of the Project to the extent that the expenditures are attributable directly to the remediation or redevelopment of the community catalyst. Examples of "Costs Directly Related" and costs that are not directly related are set out at 261 IAC 45.2 Definitions.
2. **GRANTEE.** "Grantee" means the entity described above whose application for a Grant was approved by IEDA.
3. **IOWAGRANTS.GOV.** "IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. The Authority reserves the right to require the Recipient to utilize IowaGrants.gov to conduct business associated with this Agreement.
4. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the Grantee as described in this Agreement, in the Agreement Scope of Work attached hereto, in the award letter, and in the application submitted through IowaGrants.gov, including but not limited to, the "Scope of Project and Budget" portion of the application.
5. **PROJECT COMPLETION PERIOD.** "Project Completion Period" means the period commencing with the Date of Award Letter and ending with the Project Completion Date set out above.
6. **PROJECT MID-POINT.** "Project Mid-Point" means the point at which the Grantee has incurred Costs Directly Related to the Project. The maximum mid-point draw is up to 60% of the Grant Amount.
7. **PRIOR EXPENSES.** No expenditures made prior to the Date of Award Letter may be included as Project costs for the purpose of this Agreement.
8. **UTILIZATION OF CONSULTANT(S).** The Grantee is responsible for recruiting and selecting consultants and for setting out the terms and conditions under which the consultant(s) shall provide services. The Authority may require the Grantee to retain a consultant or consultants as set out in the Agreement Scope of Work attached hereto.
9. **TOTAL PAYMENT.** Total payment of state funds under this Agreement shall not exceed \$100,000 for Costs Directly Related to the Project as shown in the approved application unless modified by written amendment of this Agreement. All payments under this Agreement are subject to receipt by the IEDA of sufficient State funds for this activity. Any termination, reduction or delay of state funds to the IEDA shall, at the option of the IEDA, result in the termination, reduction, or delay of state funds to the Grantee.
10. **REPAYMENT OBLIGATION.** In the event that any state and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of this Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to IEDA for the full amount of any claim disallowed and for all related penalties incurred. If IEDA determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to IEDA's final determination of the disallowance of costs. If it is IEDA's final determination that costs previously paid by IEDA are not allowable under the terms of this Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to IEDA any and all disallowed costs. The requirements of this paragraph

shall apply to the Grantee as well as any subcontractors.

11. **REPORTING REQUIREMENTS.** The Recipient shall prepare, review and sign the reports as specified below in the form and content specified by the Authority.

1. By Project Mid-Point: A report describing work completed, including photographs documenting work that has been completed;

2. Within 60 days after the Project Completion Date: A report documenting completion of the Project, including photographs of the completed Project

12. **PAYMENT PROCEDURES.** Payment shall be made on a reimbursement basis. Grantee shall use funds only for reimbursement of Costs Directly Related to the Project. Requests for reimbursement shall be made through IowaGrants.gov using a General Accounting Expenditure form along with copies of paid invoices and proof of payment. The Grantee shall submit two (2) requests for reimbursement. The first request shall be made at Project Mid-Point up to 60% of the Grant Amount and the final request for reimbursement of the remaining funds shall be made within sixty days after the Project Completion Date. If the total Grant Amount has not been claimed within sixty (60) days after the Project Completion Date, then the IEDA shall be under no further obligation for further disbursement. The Grantee shall prepare, review, and sign all requests for payment and verify that claimed expenditures are allowable Costs Directly Related to the Project. The Grantee shall maintain original documentation adequate to support the claimed costs on file in IowaGrants.gov and provide such documentation upon request.

13. **PUBLICATIONS.** The Grantee will ensure that all publications produced in association with the Project shall include the following phrase: This Project is Sponsored in Part by the Iowa Economic Development Authority.

14. **DEFAULT.** The occurrence of any one or more of the following events shall constitute cause for IEDA to declare the Grantee in default of its obligations under this Agreement: a) non-performance; b) a failure by the Grantee to make substantial and timely progress toward completion of the Project and performance of the Agreement; c) a breach of any term of this Agreement or any attachment thereto; and d) failure to maintain insurance as set out at Paragraph 33 herein or maintaining insurance coverage that is, as determined by the Authority, insufficient; and e) utilizing grant proceeds for purposes not described in IowaGrants.gov - Scope of Project and Budget or for expenses that are not Costs Directly Related to the Project. The IEDA shall issue a written notice of default providing therein a fifteen (15) day period during which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

15. **TERMINATION.** This Agreement may be terminated in the following circumstances: a) by either party, without cause, after thirty (30) days' written notice; b) immediately, as a result of the Grantee's default under this Agreement and failure to cure within the time period provided; c) immediately, as a result of the termination or reduction of funding to IEDA or the deauthorization of IEDA to engage in activities or conduct business under this Agreement; or d) immediately upon written mutual agreement by all parties to terminate the Agreement.

16. **REMEDY UPON TERMINATION.** In the event of termination of this Agreement or reduction of the Agreement amount, the exclusive, sole and complete remedy of the Grantee shall be reimbursement for Project costs expended prior to termination.

17. **NONASSIGNMENT OF AGREEMENT.** The Grantee may not assign, transfer or convey in whole or in part this Agreement; delegate any of its obligations or duties under this Agreement; or pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Grantee under this Agreement.

18. **WRITING REQUIRED.** No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties. Notwithstanding the sentence above, IEDA may unilaterally modify the Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement.

19. **COMPLIANCE WITH LAWS AND REGULATIONS: DECLARATION OF THE GRANTEE.** The Grantee shall comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders. The Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

20. **COMPLIANCE WITH EE0/AA PROVISIONS.** The Grantee shall comply with the provisions of federal, state and local laws, rules and executive orders to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, sexual orientation, gender identity, national origin, or disability. A breach of this provision shall be considered a material breach of this Agreement.

21. **INDEMNIFICATION AGAINST LOSS OR DAMAGE.** The Grantee agrees to indemnify and hold harmless the State of Iowa and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of: any breach of this Agreement; any negligent,

intentional or wrongful act or omission of the Grantee or any agent or subcontractor utilized or employed by the Grantee; the Grantee's performance or attempted performance of this Agreement, including any agent or subcontractor utilized or employed by the Grantee; any failure by the Grantee to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Grantee to conduct business in the State of Iowa; or any violation of any rights of any third party. The Grantee's duties and obligations under this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by IEDA or any other Indemnified Party.

22. **RIGHT TO REVIEW AND OBSERVE: ACCESS TO RECORDS AND PROJECT.** IEDA shall have the right to review and observe, at any time, completed work or work in progress related to the Agreement. The Grantee shall permit IEDA or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of IEDA, the Grantee shall deliver to IEDA or its agents said documentation or materials. At IEDA's request, Recipient will assist IEDA in obtaining photos of the project by an approved photographer. If photos are requested, Recipient will coordinate with the approved photographer and provide any necessary access to the project

23. **PUBLIC RECORDS: RECORDS RETENTION.** All records submitted to or inspected by IEDA regarding this Agreement, including this Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

24. **SURVIVAL OF AGREEMENT.** If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

25. **GOVERNING LAW.** This Agreement shall be interpreted in accordance with the law of the State of Iowa and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

26. **FINAL AUTHORITY.** The decision of the IEDA shall be binding on the Grantee. The IEDA shall have the final authority to assess whether the Grantee has complied with the terms of this Agreement.

27. **USE OF NAME.** The Grantee agrees it will not use IEDA and/or State's name or any of its or their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of IEDA and/or the State, except as otherwise required by this Agreement.

28. **COMPLIANCE WITH IOWA CODE CHAPTER 8F.** If the Agreement is subject to the provisions of Iowa Code chapter 8F, the Grantee shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certifications, received by the Grantee from subcontractors shall be forwarded to IEDA.

29. **LEGISLATIVE CHANGES.** The Grantee expressly acknowledges that the Community Catalyst Building Remediation Fund and Program are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the fund or the program, the Grantee shall not hold IEDA liable in any manner for the resulting changes. IEDA shall use best efforts to provide thirty (30) days' written notice to the Grantee of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Agreement to address the legislative change. Nothing in this paragraph shall affect or impair IEDA's right to terminate the Agreement pursuant to the termination provisions.

30. **JOINT AND SEVERAL LIABILITY.** If the Grantee is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations.

31. **WAIVER.** Except as specifically provided for in a waiver signed by duly authorized representatives of IEDA and the Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

32. **CONFLICT OF INTEREST.** The Grantee represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the Grantee and IEDA that is a conflict of interest. The provisions of Iowa Code chapter 68B shall apply to this Agreement. If a conflict of interest is proven to IEDA, IEDA may terminate this Agreement pursuant to Paragraph 15 of this Agreement, and the Grantee shall be liable for any excess costs to IEDA as a result of the conflict of interest. The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Grantee shall report any potential, real, or apparent conflict of interest to IEDA.

33. **MAINTENANCE OF INSURANCE.** The Grantee shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. If the Grantee is not the owner of

the Project property, the Grantee shall require the property owner to maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Grantee or owner of the Project property shall pay for and maintain insurance as is customary for similar projects. This insurance shall be in an amount not less than the full insurable value of the Project property. The Grantee or the owner of the Project property shall name the Authority and the Grantee, if the Grantee is not the owner of the Project property, as mortgagees and/or an additional loss payee(s). If the Grantee is not the owner of the Project property, the owner of the Project property shall provide the Grantee with a copy of each and every insurance policy in effect. The Grantee shall maintain a copy of each and every insurance policy in effect and shall provide copies to the Authority upon request.

34. **DEVELOPMENT CONTRACT AGREEMENT.** Grantee shall provide IEDA with a copy of the Development Agreement between the owner of the Project property and the entity that will deconstruct, redevelop, or rehabilitate the community catalyst that is the subject of the Project. Grantee shall notify IEDA immediately if the Development Agreement is assigned and shall provide IEDA with a copy of the assignment.

35. **IMMUNITY FROM LIABILITY.** Every person who is a party to the Agreement is hereby notified and agrees that the State, IEDA, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's, Project property owners' and/or contractors or subcontractors' activities involving third parties and arising from the Agreement. Pursuant to Iowa Code chapter 669, IEDA and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Agreement.

36. **NONAGENCY.** The Grantee, the Project property owner(s), its or their employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Agreement. Neither the Grantee nor the Project property owner's employees shall be considered employees of IEDA or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement.

37. **HEADINGS OR CAPTIONS.** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

38. **DOCUMENTS INCORPORATED BY REFERENCE.** The following are hereby incorporated by reference:
(a) Agreement Scope of Work and Budget
(b) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
(c) Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant Application, as found in IowaGrants.gov.

39. **ORDER OF PRIORITY.** In the event of a conflict between documents, the following order or priority shall be applied:
(a) Articles 1-40 of this Grant Agreement.
(b) Agreement Scope of Work and Budget
(c) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
(d) Application, Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant, as found in IowaGrants.gov.

40. **INTEGRATION.** This Agreement contains the entire understanding between the Grantee and IEDA and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: City of Story City

BY: _____
Mayor
City of Story City
504 Broad Street
Story City, Iowa 50248

Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY: _____
Rick Peterson, Chief Operating and Cultural Officer
Arts & Community Division
Iowa Economic Development Authority

ORDINANCE NO. 345

AN ORDINANCE AMENDING CHAPTER 166 OF THE CODE OF ORDINANCES OF THE CITY OF STORY CITY, IOWA TO AMEND SECTION 10, SUBSECTION 3 REGARDING SPECIAL EXCEPTION USES AND STRUCTURES.

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

SECTION 1. Section 166.10, Subsection 3, of the Story City Code of Ordinances is hereby amending by adding new Subsection (3)(B), as follows:

166.10 (3)(B) The adaptive reuse of abandoned schools, churches or other institutional, commercial or industrial buildings.

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

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

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its adoption by the City Council and publication thereof as provided by law.

PASSED, ADOPTED AND APPROVED this 4th day of December, 2023.

Mike Jensen, Mayor

ATTEST: _____
Heather Slifka, City Clerk

MINUTES RE: ORDINANCE 345:

Councilperson _____ introduced an ordinance entitled "Ordinance No. 345. An Ordinance Amending Chapter 166 of the Code of Ordinances of the City of Story City, Iowa to Amend Section 10, Subsection 3 Regarding Special Exception Uses and Structures

It was moved by Councilperson _____, and seconded by Councilperson _____, that the ordinance be adopted.

AYE: _____
NAY: _____
ABSENT: _____

WHEREUPON, the Mayor declared the motion duly carried and declared that the ordinance had been given its initial consideration

It was moved by Councilperson _____ that the provision requiring an ordinance to be considered at two meetings prior to passage be suspended. This motion was seconded by Councilperson _____, and, upon roll call, was carried by an aye and nay vote of the Council, as follows:

AYE: _____
NAY: _____
ABSENT: _____

WHEREUPON, the Mayor declared the provision requiring an ordinance to be considered at two meetings prior to passage be suspended.

It was then moved by Councilperson _____, that Ordinance No. 345 be passed and the title agreed upon. This motion was seconded by Councilperson _____, and, upon roll call, was carried by an aye and nay vote of the Council, as follows:

AYE: _____
NAY: _____
ABSENT: _____

WHEREUPON, the Mayor declared Ordinance No. 345 duly passed and the title agreed upon this 4th day of December, 2023.

Mike Jensen, Mayor

ATTEST: _____
Heather Slifka, City Clerk

166.10 R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT. The district regulations for the R-2 Medium Density Residential District are as follows:

1. Permitted Principal Uses and Structures. Following are the principal uses and structures permitted in the R-2 Medium Density Residential District:
 - A. Single-family dwellings.
 - B. Two-family dwellings.
 - C. Community meeting or recreation buildings.
 - D. Parks, playgrounds or playfields.
 - E. Public swimming pools.
 - F. Golf courses and country clubs except miniature courses or driving ranges operated for a profit.
 - G. Elementary or secondary schools.
 - H. Churches and other places of worship.
 - I. Funeral parlors.
2. Permitted Accessory Uses and Structures. Following are the permitted accessory uses and structures allowed in the R-2 Medium Density Residential District:
 - A. Private garages. In addition, a detached private garage over 1,500 square feet shall be required to have approval from the Board of Adjustment.
(Subsection A – Ord. 269 – Jul. 18 Supp.)
 - B. Private swimming pools and tennis courts.
 - C. Private greenhouses not operated for commercial purposes.
 - D. Uses and structures clearly incidental and necessary to the permitted principal uses or structures of this district, not involving the conduct of business on the premises, except home occupations not employing any person outside the immediate family and located on the same lot or a contiguous lot under the same ownership.
 - E. Temporary buildings used in conjunction with construction work, provided that such buildings are removed promptly upon completion of the construction work.
 - F. Temporary private food concession stands, only if located on public (City) property, and only upon prior approval by the City Council subject to whatever terms and conditions the City Council shall determine to be in the best interests of the City.
3. **Special Exception Uses and Structures.** Subject to subsection 2 of Section 168.13 and the other requirements contained herein, the Board may permit the following special exception uses and structures:
 - A. Railroads and public or private utilities.
(Ord. 227 – Mar. 17 Supp.)
4. Minimum Lot Area and Width. Following are the minimum lot area and width requirements for the R-2 Medium Density Residential District:

question, or if absent or failing to vote indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be a public record and be immediately filed in the office of the Board.

168.11 HEARINGS, APPEALS, NOTICE. Appeals to the Board concerning interpretation or administration of these regulations may be taken by any person aggrieved or by any officer or bureau of the governing body of the City, affected by any decision of the administrative official. Such appeals shall be taken within a reasonable time not to exceed 60 days of filing with the administrative official and with the board a notice of appeal specifying the grounds thereof. The administrative official shall forthwith transmit to the Board all papers constituting the record upon which the action appealed from was taken. The Board shall fix a reasonable time for the hearing of appeal, give notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing any party may appear in person or by agent or attorney. A fee to be determined by resolution of the Council shall be paid to the administrative officer at the time the notice of appeal is filed. The applicant shall also pay publication and service of notice costs as set by resolution of the Council.

168.12 STAY OF PROCEEDINGS. An appeal stays all proceedings in furtherance of the action appealed from, unless the administrative official from whom the appeal is taken certifies the Board after the notice of appeal is filed, that by reason of facts stated in the certificate, a stay would, in the official's opinion, cause imminent peril to life and property. In such case, proceedings shall not be stayed other than by a restraining order, which may be granted by the Board or by a court of record on application, on notice to the administrative official from whom the appeal is taken and on due cause shown.

168.13 BOARD OF ADJUSTMENT POWERS AND DUTIES. The Board shall have the following powers and duties:

1. **Administrative Review.** To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by the administrative official in the enforcement of these regulations.

2. **Special Exceptions: Conditions Governing Applications and Procedures.** To hear and decide only such special exceptions as the Board is specifically authorized to pass on by the terms of these regulations to decide such questions as are involved in determining whether special exceptions should be granted; and to grant special exceptions with such conditions and safeguards as are appropriate under these regulations, and to deny special exceptions when not in harmony with the purpose and intent of these regulations. A special exception shall not be granted by the Board unless and until:

- A. A written application for a special exception is submitted indicating the section of this chapter under which the special exception is sought and stating the grounds on which it is requested.

- B. Notice shall be given at least 15 days in advance of the public hearing by publication in a newspaper of general circulation in the City.

- C. The public hearing shall be held. Any party may appear in person or by agent or attorney.

- D. The Board shall make a finding that it is empowered under the section of this Zoning Code described in the application to grant the special

exception, and that the granting of the special exception will not adversely affect the public interest. In granting any special exception, the Board may prescribe appropriate conditions and safeguards in conformity with these regulations. Violations of such conditions and safeguards, when made a part of the terms under which the special exception is granted, shall be deemed a violation of these regulations. The Board shall prescribe a time limit within which the action for which the special exception is required shall be begun or completed, or both. Failure to begin or complete, or both, such action within the time limit set shall voids the special exception.

3. **Variances: Conditions Governing Application: Procedures.** To authorize upon appeal in specific cases such variance from the terms of these regulations as will not be contrary to the public interest where, owing to the special conditions, a literal enforcement of the provisions of this Zoning Code would result in unnecessary hardship. A variance from the terms of these regulations shall not be granted by the Board unless and until:

- A. A written application for a variance is submitted demonstrating that:
 - (1) Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
 - (2) Literal interpretation of the provisions of this Zoning Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Zoning Code;
 - (3) Granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted use of land, structures or buildings in other districts shall be considered grounds for the issuance of a variance.
- B. Notice of public hearing shall be given as in paragraph B, subsection 2 of this section.
- C. The public hearing shall be held. Any party may appear in person or by agent or by attorney.
- D. The Board shall make findings that the requirements of paragraph A of this subsection have been met by the applicant for a variance.
- E. The Board shall further make a finding that the reasons set forth in the application justify the granting of the variance, and that the variance is the minimum variance that will make possible the reasonable use of the land, building or structure.
- F. The Board shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of the Zoning Code, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare. In granting any variance, the Board may prescribe appropriate conditions and safeguards in conformity with these regulations. Violations of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this Zoning Code. Under no circumstances shall the Board grant a variance to

allow a use not permissible under the terms of this Zoning Code in the district involved, or any use expressly or by implication prohibited by the terms of this Zoning Code in said district.

168.14 DECISIONS OF THE BOARD OF ADJUSTMENT. In exercising the above mentioned powers, the Board may, so long as such action is in conformity with the terms of these regulations, reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination as ought to be made, and to that end shall have powers of the administrative official from whom the appeal is taken. The concurring vote of three members of the Board shall be necessary to reverse any order, requirement, decision or determination of the administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under this Zoning Code, or to effect any variation in application of this Zoning Code.

168.15 APPEALS FROM THE BOARD OF ADJUSTMENT. Any person or persons, or any Board, taxpayer, department, Board or bureau of the City aggrieved by any decision of the Board may seek review by a court of record of such decision, in the manner provided by the laws of the State and particularly by Chapter 414, *Code of Iowa*.

168.16 CHANGES AND AMENDMENTS. The regulations imposed and the districts created by this Zoning Code may be amended from time to time by the Council but no such amendments shall be made without public hearing before the Council and after a report has been made upon the amendment by the Commission. No less than seven (7) days and no more than 20 days prior to the hearing a notice of the time and place of such hearing shall be published in a newspaper having general circulation in the City. In case the Commission does not approve the change or, in the case of a protest filed with the Council against a change in district boundaries signed by the owners of 20 percent or more either of the area of the lots included in such proposed change or of those immediately adjacent thereto and within 200 feet of the boundaries thereof, such amendment shall not be passed except by the favorable vote of three-fourths of all the members of the Council. Amendments need only refer to the code section to be valid. Such referral only to the legal description will not invalidate the map or this Zoning Code other than to change the zoning of the land described.

168.17 APPLICATION FOR CHANGE OF DISTRICT BOUNDARIES. Any person may submit to the Council an application requesting a change in the zoning district boundaries as shown on the official zoning district map. Such application shall be filed with the administrative officer accompanied by a fee to be set by resolution of the Council and shall contain the following information:

1. Legal Description and Address. The legal description and local address of the property.
2. Present and Proposed Zoning. The present zoning classification and the zoning classification requested for the property.
3. Existing and Proposed Use. The existing use and proposed use of the property.
4. Names and Addresses of Surrounding Property Owners. The names and addresses of the owners of all property within 200 feet of the property for which the change is requested.
5. Reasons for Requesting Change. A statement of the reasons why the applicant feels the present zoning classification is no longer valid.

BID TAB - GENERAL CONSTRUCTION

PROJECT
BID DATE | TIME

#21-005C : BERTHA BARTLETT PUBLIC LIBRARY - Addition & Renovation Phase 2 REBID
Wednesday, November 15, 2023 | 2:00 PM Local Time

CONTRACTOR	R. H. Grabau Construction	Graphite Construction Group	Jensen Builders	Boyd Jones	Kingland Construction Services	Kolacia Construction, Inc.	Harold Pike Construction	ISU Student Group
ADDENDA RECOGNIZED (X)	ADDENDA 1	X	NO BID	NO BID	X	NO BID	NO BID	X
	ADDENDA 2	X			X			X
	ADDENDA 3	X			X			X
BASE BID	\$2,100,000	\$2,175,000			\$2,007,000			\$2,700,000
BID GUARANTEE (5%)	YES	YES			YES			-
TIME OF COMPLETION RECOGNIZED (04/01/2025)	YES	YES			YES			YES
ALTERNATE #1 (ADD) -Childrens Area	\$427,800	\$429,000			\$470,000			\$481,650
ALTERNATE #2 (ADD) -Circulation Area	\$273,600	\$270,000			\$295,000			\$316,825
ALTERNATE #3 (ADD) -Operable Partition	\$34,809	\$43,000			\$33,000			\$0
ALTERNATE #4 (ADD) -Acoustic Ceiling Replacement	\$71,000	\$90,000			\$52,000			\$247,875
ALTERNATE #5 (ADD) -Carpet Replacement & Paint	\$41,000	\$25,000			\$44,000			\$26,385
UNIT PRICE #1 (\$/CY) -Removal and replacement of soil	\$100	\$150			\$125			\$25
TOTAL BASE BID AND ALTERNATE	\$2,948,209.00	\$3,032,000.00			\$2,901,000.00			\$3,772,735.00
AWARD NOTES					Apparent Low Bidder			



504 Broad Street ▲ Story City, IA 50248

🌐 CityofStoryCity.org

515.733.2121

To: The Honorable Mayor & City Council
From: Mark A. Jackson, City Administrator *maj*
Re: Engineering Services Agreement with CGA
for Rich Olive Street Extension Project
Date: December 4, 2023

Presented for Mayor and City Council consideration is a request to approve an engineering services agreement with CGA in an amount not-to-exceed \$156,500 for the Rich Olive Street Extension Project.

The proposed project would construct approximately 1,160 lineal feet of roadway on Rich Olive Street from Precision Parkway heading east. The estimated cost of the project is \$1,181,839. The City has been awarded \$402,057 in RISE funds for the roadway project. The City will also be applying to the Economic Development District for Public Works and Economic Adjustment Assistance for funding in the amount of approximately \$491,502 for the project.

In addition, construction of the new roadway will provide direct access to approximately 40 acres of land in the Interstate 35 Business Park for economic development purposes.

The City's funding match, estimated at \$288,280, will come from tax increment financing through either an internal loan and/or from the 2021A bond.

ENGINEERING SERVICES AGREEMENT



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

1. THE ENGINEER AGREES TO perform those tasks described in Attachment B - Scope of Engineering Services for the **Rich Olive Street Extension 2024 Project** from Precision Parkway to Lot 5.
2. THE ENGINEER AGREES TO perform the Scope of Engineering Services in a reasonable period of time commensurate with the performance of those services, unless a specific schedule for the performance of services is agreed upon between CLIENT and ENGINEER and incorporated as part of this AGREEMENT.
3. THE ENGINEER AGREES TO perform Additional Special Services not described in the scope of services included in this Agreement, if authorized in writing by Client and Engineer shall furnish such Additional Special Services at the normal hourly rates and charges applicable to those services at the time of their performance, and a schedule of those charges will be presented to the CLIENT upon request.
4. THE CLIENT AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:
 - a. The Client shall give prompt and thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
 - b. The Client shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements and obtain all permits reasonable and necessary in the development of the Project, and pay all costs incidental thereto.
 - c. The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

5. Payments for Professional Services:

The Client shall pay the Engineer on an hourly rate basis in accordance with Attachment C - Hourly Rate Schedule. The total fee shall not exceed **\$156,500** for the Scope of Services described in Attachment B. Reimbursable expenses such as permit fees and publication fees are not included in the above fee.

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

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

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

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

CLIENT:

By: _____

Title: _____

ATTESTED BY:

By: _____

Title: _____

ENGINEER:

Clapsaddle-Garber Associates, Inc. _____

By:  _____

Title: *President* _____

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

PARTIES

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

STANDARD OF CARE

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

RIGHT OF ENTRY

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

PAYMENT

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

TERMINATION

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

INFORMATION PROVIDED BY OTHERS

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

UNDERGROUND UTILITIES

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

CONTRACTOR MATTERS

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

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

CLAPSADDLE-GARBER ASSOCIATES INC.
STANDARD TERMS AND CONDITIONS

JOBSITE SAFETY

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

SHOP DRAWING REVIEW

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

OPINIONS OF PROBABLE COST

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

CONSTRUCTION OBSERVATION

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

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

OTHER SERVICES

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

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

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

CERTIFICATE OF MERIT

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

ENGINEER/Surveyor thirty (30) days prior to the presentation of, and shall be a precondition to any such claim or the institution of, any arbitration or judicial proceeding.

DISPUTE RESOLUTION

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

EXCUSABLE EVENTS

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

CLAPSADDLE-GARBER ASSOCIATES INC.
STANDARD TERMS AND CONDITIONS

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

LIMITATION OF LIABILITY; WAIVER OF CONSEQUENTIAL DAMAGES

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

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

INDEMNIFICATION

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

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

ASSIGNMENT

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

SEVERABILITY, SURVIVAL AND WAIVER

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

GOVERNING LAW; JURISDICTION AND VENUE

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

EQUAL EMPLOYMENT OPPORTUNITY

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

COMPLETE AGREEMENT

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

SIGNATURES

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

NOTICES

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

**ATTACHMENT B
TO
ENGINEERING SERVICES AGREEMENT**

CLIENT: City of Story City
ENGINEER: Clapsaddle-Garber Associates, Inc. (CGA)

SCOPE OF ENGINEERING SERVICES

Basic Services

Project Description: The Engineer will conduct a topographic survey and prepare construction plans for the street, sanitary sewer, storm sewer, watermain, and associated infrastructure improvements for the **Extension of Rich Olive St from Precision Parkway east approximately 1,200 feet to Lot 5.**

Project Funding: This Engineering Services Agreement was developed with the assumption that the Project will be funded using State of Iowa R.I.S.E. funds and Federal EDA Grant funds along with local funds. CGA reserves the right to negotiate an amendment to this agreement to adjust CGA's scope, schedule, and fees if the actual funding sources change which have different requirements.

Project Schedule: Work shall commence upon receipt of a signed agreement. We established this scope and fee using the following schedule targeting a local letting in March 2024, and a 10-week construction period between May through October 2024.

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

Task 1.0 — Preliminary Design

- A. **Survey and Mapping of Existing Conditions:** Establish alignment, re-establish street right-of-way, set control points, and collect topography and cross section data for development of the detailed plans for the proposed improvements. The extents of the survey shall be sufficient to develop an Existing Conditions Drawing to be used in the project. Visible inspections shall also be performed on existing sewer structures to determine condition and serviceability. The Iowa One Call Design Locate process will be utilized in an attempt to identify locations of existing underground utility facilities.
- B. **Preparation of Preliminary Drawings:** It is anticipated that the detailed plan drawings will consist of a cover sheet; general construction information; bid items, quantities, and descriptions; typical detail sheets; typical section sheets; site topography/existing conditions; pollution prevention plan; sanitary sewer plan & profile sheets, storm sewer plan & profile sheets; street plan & profile sheets; utility relocation/adjustment sheet and cross section sheets. Preliminary Drawings shall be developed for submittal to the City and IDOT for design review and approval.
- C. **Tabulate Quantities/Preliminary Opinion of Probable Cost:** Based on preliminary design plans and specifications, tabulate bid quantities for use in preparation of a preliminary engineering opinion of probable construction costs.

- D. Meeting and Consultation: Conduct and document meetings with the City staff and other stakeholders to communicate and coordinate preparation of the plan.

Task 2.0 — Final Design

- A. Preparation of Final Drawings: Based on comments received from the City and other stake holder's preliminary plan set review, final design and preparation of the plan set documents will be performed.
- B. Tabulate Quantities/Opinion of Probable Cost: Based on final design plans and specifications, tabulate bid quantities for use in bidding, monitoring, and payment for construction work, and prepare a final engineering opinion of probable construction costs.
- C. Permits: Prepare and submit plans and documentation required for obtaining coverage under NPDES General Permit No. 2 from the Iowa DNR, including the initial Stormwater Pollution Prevention Plan (SWPPP) that is to be utilized during construction. Prepare and submit plans and documentation required for obtaining IDNR permits for the any proposed improvements to the water and/or sanitary sewer identified in the project area.
- D. Meeting and Consultation: Conduct and document meetings with the city staff, City Council, and other stakeholders to communicate and coordinate final plan set documents.

Task 3.0 — Construction Phase Engineering Services

- A. Perform contract administration and construction phase services for the accomplishment of the project as follows:
- a. Designate a project manager and full-time field representative, who shall have experience and qualifications to observe construction activities and verify that materials delivered to the site meet the project specifications. All activities of the field representative will be coordinated with the City's representative. The field representative is not authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the project contractor, however, shall have the authority to reject work or materials until any questions at issue can be referred to and be decided by representatives of the City.
 - b. The project field representative will provide full-time observation budgeted for up to 10 weeks at 40 hours per week.
 - c. Become familiar with the standard practices of the City, contract documents (specifications, construction agreement, special provisions, and plans), and the contractor's proposed schedule of operations prior to beginning field services to be performed under this agreement.
 - d. Perform the services in accordance with accepted safety practices; however, these will not extend to safety practices of the construction contractor.
 - e. Observe critical phases of construction and, to the best of our abilities, determine the Contractor's compliance with the Contract Documents and deem unacceptable such work and material which do not comply with the specifications and plans. This clause shall not be construed to mean that the Engineer is guaranteeing the work of the Contractor.

- f. Take the field samples and/or test materials (soils and PCC Concrete) to be incorporated into the work. The specific testing to be performed by the Engineer shall be: Standard Soil Proctors; in place soil moisture and density compaction tests; PCC air content and slump; and PCC compression or flexural strength testing. Engineer shall have the authority to reject field samples and materials that do not conform to the Contract Documents. Collection of the required test report records or certificates of compliance for materials tested off the project site prior to their incorporation into the work.
- g. Keep daily diary documentation of on-site activities during construction.
- h. Measure and compute all materials incorporated into the work and maintain an item account record in accordance with the method of measurement and basis of payment specified in the Contract Documents.
- i. Maintain for the City all original diaries, accounts, records, and reports prepared upon completion of the project.
- j. Document changes to the plans and submit to the City.
- k. Conduct any on-site meetings to discuss project issues, as coordinated with the City's project representative. Meetings should include the contractor's superintendent, the City representative, the design engineer(s), and others related to the project, as necessary. Prepare and distribute notes that document any construction meetings.
- l. Coordinate with City Public Works staff on project related issues.
- m. Prepare weekly construction summaries.
- n. Coordinate with property owners and stakeholders affected by the project to minimize disruption to their property.
- o. Coordinate with project design engineer(s) and the City on project modification / additions so that the original intent of the improvements are maintained and that the proposed modifications / additions are approved by the City prior to construction.
- p. Review pay estimates submitted by the Contractor and forward said pay estimates to the City representative with comments.

B. Construction Staking:

- a. Provide vertical and horizontal control for construction operations in accordance with Iowa SUDAS construction staking requirements. It is anticipated this will include sanitary sewer, watermain, grading, paving and storm sewer.
- b. Re-staking shall be considered extra work and billed to the City in accordance with Engineer's current published rate schedule. The City may seek reimbursement from the Contractor to cover the cost of re-staking.
- c. Previously located property pins that were disturbed during construction activities shall be reset.

Task 4.0 – Project Closeout

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

The following tasks are available at our standard hourly rate schedule but not included in this agreement:

- I. Design Scope Changes
- II. As-Built Survey
- III. Soil Boring Coordination

Reimbursable Fees, such as planning and zoning review; recording fees; Iowa DNR SWPPP submittal; Entrance/Excavation permit fees; city review; building permit, utility and all other fees paid to the city, state, county, or other jurisdiction, are not included and should be considered to be paid direct by the Client or considered a direct reimbursable expense.

Attachment **BC**



Hourly Rate Schedule

Clapsaddle-Garber Associates, Inc.

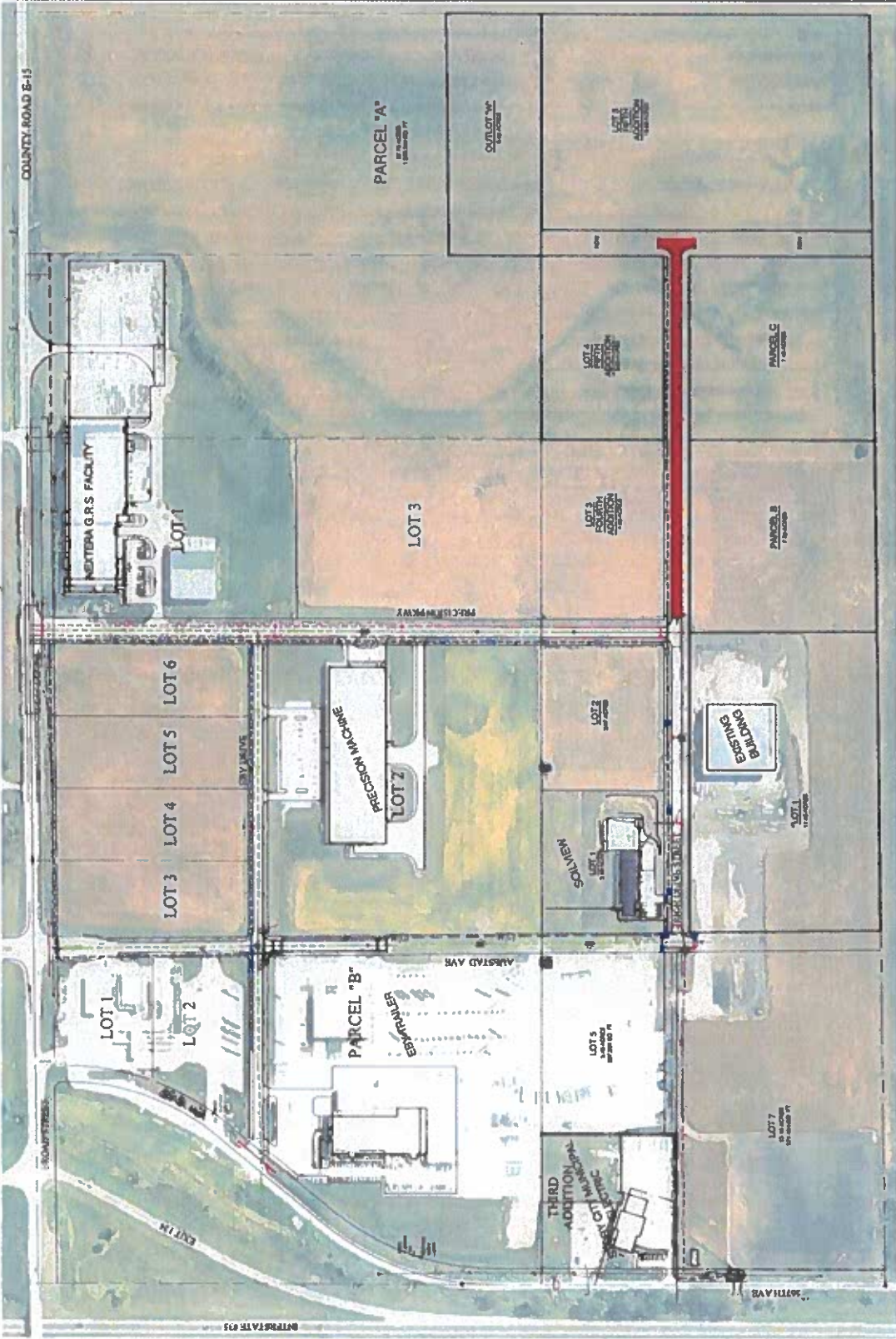
The following hourly rates shall be effective through December 31, 2023.

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

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

RICH OLIVE STREET EXTENSION

I-35 BUSINESS PARK STORY CITY, IOWA



- UTILITY LEGEND**
- STORM SEWER
 - SANITARY SEWER
 - WATER MAIN



SCALE 1" = 300'

CGA
 Clayco-Guester Associates, Inc.
 1822 S. Bell Ave. Suite 101
 Ames, Iowa 50010
 Ph: 515-228-8853
 www.cgaassociates.com

November 14, 2023

Mark Jackson
City Administrator
City of Story City
504 Broad Street
Story City, Iowa 50248



Re: 2022 Water Main Improvements
Story City, Iowa
CGA PN 3391.04

Mark,

As we have talked about previously, CGA has expended additional time providing construction administration and observation services for the 2022 Water Main Improvement projects beyond what was originally budgeted for. There were several contributing factors, which individually may not have taken much additional time, however, when aggregated together they do add up to a considerable amount of additional time. Some of the more notable factors are summarized below.

- 1) Due to unpredictability in the market, the bid prices came in significantly over the engineer's estimate. CGA worked with the contractor to value engineer and redesign Divisions 1, 2, and 3 to reduce the contract price by about \$195,000. Changes to the design resulted in some additional engineering time during construction to resolve questions from the field for utility connections and accessible sidewalks.
- 2) The original completion date for Divisions 1 and 2 was August 20, 2022. To improve construction pricing, the City deleted the specified completion dates for each phase and allowed the Contractor to take additional time. The Contractor then used 13 weeks for Division 1 & 2 from August 1 to October 26. The completion date for Division 3 was October 28th, 2022. Due to the unavailability of ductile iron piping last year, construction for Division 2 was pushed to 2023. The Contractor used 11 weeks in 2023 for construction activities.
- 3) Due to the Contractor's staffing and methods of executing the work, our construction observer needed to be on site for much longer periods of time to document that the work was being performed in accordance with the specifications. We had expected and budgeted for a 13-week construction period. As noted in Item #2 the total construction period was approximately 24 weeks.
- 4) Additional time was spent preparing a conceptual design and an engineer's opinion of cost estimate to pave Hillcrest Avenue south of 8th Street.
- 5) Additional time was spent meeting with the contractor discussing and obtaining prices for a potential replacement of the water main along Larson Avenue south of Cedar Street.

- 6) Additional time was spent researching the location of the water service line for ACI Mechanical who lost service during the construction of Division 3.
- 7) Additional time was spent coordinating with property owners whose service lines were damaged during construction.

We ask for an amendment to our Engineering Services Agreement to increase the Not to Exceed total in the amount of \$39,500 to cover increased costs.

CGA has rarely made a request of this sort on a project. If a project comes in slightly over our Not to Exceed, we generally do not bring it up. At least two of our last several projects have come in a total of about \$16,000 under our contracted amount which the city was able to save. However, this project had a large enough overage that I ask the Council to consider our past performance and allow us to increase our contracted amount on this project.

Please review and let me know if you have any questions.

Sincerely,



Matt D. Garber P.E., P.L.S.
President & CEO



**AMENDMENT NO. 01
TO THE
ENGINEERING SERVICES AGREEMENT**

WHEREAS, the City of Story City, the CLIENT and CLAPSADDLE-GARBER ASSOCIATES, INC., the ENGINEER have entered into an agreement dated July 7, 2021 for Design and Construction Services necessary to accomplish the 2021/2022 Story City Water Main Improvement project, and

WHEREAS, the scope of services has been further defined for construction observation Services for the 2021/2022 Story City Water Main Improvements project as identified in Tasks further identified below, and

WHEREAS, the CLIENT now desires the ENGINEER to proceed with and provide these services,

NOW, THEREFORE, the CLIENT and ENGINEER agree to amend the AGREEMENT as follows:

- 1. Under 3b, PAYMENTS FOR BASIC SERVICES, the client shall pay additional compensation:

On an hourly basis in accordance with Attachment C – Hourly Rate Schedule. The total additional fee shall not exceed \$39,500.

IN WITNESS THEREOF, the parties have made and authorize their representatives to execute this Amendment to the AGREEMENT on this _____ day of _____, 2023.

CLIENT:

By: _____

Title: _____

ENGINEER:

By: Mark Debor

Title: President

ATTESTED BY:

Title: _____

STORY CITY POLICE DEPARTMENT

Telephone 515-733-2646
Fax 515-733-2460

508 BROAD STREET
STORY CITY, IOWA 50248

To: Story City Mayor, City Council, and City Administrator
From: Matt L. Sporleder, Chief of Police
Re: Body Worn Cameras / In Car Cameras Purchase
Date: December 1, 2023

Our current body-worn cameras were purchased in February, 2021. During the time we have had them, we experienced numerous issues and now have fewer working cameras than we have officers. They are no longer covered under warranty. I sought out other options for body cameras.

I received two quotes for body cameras. I am planning ahead for replacement of the two car cameras which are five and six years old. I added a request for two car cameras to one of the quotes. Both quotes have comparable technology for the body cameras and both feature cloud storage of our video files, which would be new to the department. Each quoted option would make tasks of video uploading, retention and sharing more efficient. Both options are quoted for warranty of equipment and storage services over the course of five years.

I am seeking approval to accept the quote from Digital Ally. That option consists of six body worn cameras and two car cameras and was less expensive than the other quote from Axon for only six body cameras. We already have experience with car cameras from Digital Ally and are familiar with their products. The first year's payment would be \$6,832 and the following four years are \$6,672 each, totaling \$33,520. The other option was \$34,447.50 over the five years, again for only the six body cameras.

Thank you for your consideration.

RESIDENTIAL TAX ABATEMENT

APPLICATION FOR TAX ABATEMENT UNDER THE
RESIDENTIAL URBAN REVITALIZATION PLAN FOR

STORY CITY, IOWA

Prior Approval for
Intended Improvements _____

Date 11-22-23
Approval of Improvements
Completed _____

Address of Property: 1204 Wicks Way

Legal Description: Timberland Ridge SD 1st Add Lot: 20

Title Holder or Contract Buyer: Todd + Julie Schumer

Address of Owner (if different than above): _____

Phone Number (to be reached during the day): 515-450-4865

Existing Property Use: Residential _____ Commercial _____ Industrial _____ Vacant

Proposed Property Use: Residential _____ Commercial _____ Industrial _____ Rental
(check two) Owner-Occupied

Nature of Improvements: New Construction _____ Addition _____ General Improvements

Specify: _____

Estimated or Actual Date of Completion: 11-17-23

Estimated or Actual Cost of Improvements: \$ 500,000

Tax Exemption Schedule is attached.

Signed:  _____



City of Story City, IA

CLAIMS REGISTER REPORT

By Segment (Select Below)

Payable Dates 11/20/2023 - 12/1/2023

Vendor Name	Description (Payable)	Amount
Department: 1110 - POLICE DEPARTMENT		
WELLMARK	GROUP HEALTH/DENTAL	3,877.50
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	80.00
MIDWEST RADAR & EQUIP.	radar certification	160.00
WINDSTREAM	PHONE/POLICE	77.33
Department 1110 - POLICE DEPARTMENT Total:		4,194.83
Department: 1150 - FIRE DEPARTMENT		
VAN WALL	Multiple dept purchases	7.10
Department 1150 - FIRE DEPARTMENT Total:		7.10
Department: 1190 - ANIMAL CONTROL		
HEARTLAND PET HOSPITAL	IMPOUND FEES	62.00
Department 1190 - ANIMAL CONTROL Total:		62.00
Department: 2210 - STREET/ROADWAY MAINT		
WELLMARK	GROUP HEALTH/DENTAL	2,678.07
PATTERSON AUTO	Tire patch, Alternator work	350.83
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	48.00
IOWA ONE CALL	ONE CALL	11.10
VAN WALL	Multiple dept purchases	51.40
VAN WALL	Multiple dept purchases	448.79
VAN WALL	Multiple dept purchases	40.66
Department 2210 - STREET/ROADWAY MAINT Total:		3,628.85
Department: 4410 - LIBRARY		
WELLMARK	GROUP HEALTH/DENTAL	423.54
WELLMARK	GROUP HEALTH/DENTAL	141.18
STORY CITY GCC	Database	200.00
CENTER POINT PUBLISHING	Books	138.42
SABRINA GOGERTY	Cleaning	293.75
GALE/CENGAGE LEARNING	Books	83.97
STORY CITY SPACE CENTER	Nov/Dec rent	120.00
AUREON COMMUNICATIONS	Phone	157.93
VISA/BERTHA BARTLETT	Programming	88.20
VISA/BERTHA BARTLETT	Programming	15.57
BAKER & TAYLOR	Books	478.66
BAKER & TAYLOR	Books	45.03
INGRAM LIBRARY SERVICES	Books	502.36
INGRAM LIBRARY SERVICES	Books	122.81
AMAZON CAPITAL SERVICES	Materials	14.48
AMAZON CAPITAL SERVICES	Materials	8.47
AMAZON CAPITAL SERVICES	Materials	75.81
AMAZON CAPITAL SERVICES	Materials	60.46
AMAZON CAPITAL SERVICES	Materials	68.58
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	16.00
Department 4410 - LIBRARY Total:		3,055.22
Department: 4430 - PARKS		
WELLMARK	GROUP HEALTH/DENTAL	395.30
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	32.00
MENARDS COMMERCIAL CAPI...	Monthly bill/receipts	434.38
ROBB'S TREE & STUMP SERVI...	removal of trees and stumps	8,200.00
VAN WALL	Multiple dept purchases	94.35
Department 4430 - PARKS Total:		9,156.03
Department: 4440 - RECREATION DEPARTMENT		
NIKKEL & ASSOCIATES INC	Rec center light repair	567.74

CLAIMS REGISTER REPORT

Payable Dates: 11/20/2023 - 12/1/2023

Vendor Name	Description (Payable)	Amount
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	16.00
Department 4440 - RECREATION DEPARTMENT Total:		583.74
Department: 6300 - PARTIAL SELF FUNDING		
BENEFITS INC	Claims	126.00
BENEFITS INC	Claims	425.13
Department 6300 - PARTIAL SELF FUNDING Total:		551.13
Department: 6611 - EXECUTIVE (MAYOR, ADM)		
WELLMARK	GROUP HEALTH/DENTAL	1,681.39
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	16.00
Department 6611 - EXECUTIVE (MAYOR, ADM) Total:		1,697.39
Department: 6620 - FINANCIAL AD (CLERK,TREA)		
WELLMARK	GROUP HEALTH/DENTAL	1,681.39
WELLMARK	GROUP HEALTH/DENTAL	1,656.39
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	32.00
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	16.00
SALTECH	computer data services	196.25
STORY CITY POSTMASTER	Annual permit fee #72	310.00
IMWCA	Audit premium adjustment	966.00
Department 6620 - FINANCIAL AD (CLERK,TREA) Total:		4,858.03
Department: 6640 - LEGAL SERVICES		
LARSON LAW OFFICE	LEGAL SERVICES/NOV	600.00
Department 6640 - LEGAL SERVICES Total:		600.00
Department: 6650 - CITY HALL/SENIOR CENTER		
WELLMARK	GROUP HEALTH/DENTAL	169.42
ANGELA HALLADAY	Nov cleaning	210.00
MENARDS COMMERCIAL CAPI...	Monthly bill/receipts	8.97
Department 6650 - CITY HALL/SENIOR CENTER Total:		388.39
Department: 7718 - CAP PROJ/EQUIP		
DORSEY & WHITNEY	Legal services rendered	3,653.50
Department 7718 - CAP PROJ/EQUIP Total:		3,653.50
Department: 7723 - DEBT SERVICE/FIRE		
RELIANCE STATE BANK	Fire Truck 4151921114	14,787.74
RELIANCE STATE BANK	Fire Truck 4151921114	5,483.26
Department 7723 - DEBT SERVICE/FIRE Total:		20,271.00
Department: 7793 - 2021 STREET SWEEPER		
RELIANCE STATE BANK	4151921121 St. Sweep	12,957.89
RELIANCE STATE BANK	4151921121 St. Sweep	2,357.11
Department 7793 - 2021 STREET SWEEPER Total:		15,315.00
Department: 8761 - CAPITAL PROJECT		
EMERGENT ARCHITECTURE	Professional services- redesign...	42,194.56
Department 8761 - CAPITAL PROJECT Total:		42,194.56
Department: 9810 - WATER UTILITY		
WELLMARK	GROUP HEALTH/DENTAL	1,951.25
PATTERSON AUTO	Tire patch, Alternator work	25.00
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	32.00
ULINE	cleaning supplies	648.24
USA BLUE BOOK	supplies	8.39
USA BLUE BOOK	supplies	483.41
IOWA ONE CALL	ONE CALL	11.10
WATER ENVIRONMENT FED	Membership renewal	160.00
GRAINGER PARTS OPERATION	parts	100.22
MENARDS COMMERCIAL CAPI...	Monthly bill/receipts	169.00
MENARDS COMMERCIAL CAPI...	Monthly bill/receipts	47.28
Department 9810 - WATER UTILITY Total:		3,635.89
Department: 9815 - SEWER UTILITY		
WELLMARK	GROUP HEALTH/DENTAL	1,951.25
MET LIFE SMALL BUS CNTR	AD&D COVERAGE	32.00

CLAIMS REGISTER REPORT

Payable Dates: 11/20/2023 - 12/1/2023

Vendor Name	Description (Payable)	Amount
IOWA ONE CALL	ONE CALL	11.10
MENARDS COMMERCIAL CAPI...	Monthly bill/receipts	7.17
Department 9815 - SEWER UTILITY Total:		2,001.52
Grand Total:		115,854.18

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	24,278.14
033 - GILBERT PUBLIC LIBRARY	324.59
110 - ROAD USE TAX	3,628.85
115 - PARTIAL SELF FUNDING	551.13
200 - DEBT SERVICE	39,239.50
333 - LIBRARY EXPANSION PROJECT	42,194.56
600 - WATER UTILITY	3,635.89
610 - SEWER UTILITY	2,001.52
Grand Total:	115,854.18

Account Summary

Account Number	Account Name	Payment Amount
001-1110-6150	INSURANCE, GROUP HE...	3,957.50
001-1110-6350	EQUIPMENT REPAIR & ...	160.00
001-1110-6373	TELEPHONE	77.33
001-1150-6350	EQUIPMENT REPAIR & ...	7.10
001-1190-6413	PAYMENTS TO OTHER A...	62.00
001-4410-6150	INSURANCE, GROUP HE...	439.54
001-4410-6320	BUILDING & GROUNDS	308.23
001-4410-6373	TELEPHONE	157.93
001-4410-6490	PROFESSIONAL SERVICES	200.00
001-4410-6501	BUILDING SUPPLIES	120.00
001-4410-6505	CATALOGING SUPPLIES	8.47
001-4410-6506	OFFICE SUPPLIES	224.47
001-4410-6772	BOOKS	1,271.99
001-4430-6150	INSURANCE, GROUP HE...	427.30
001-4430-6330	MOTOR VEHICLE MAINT...	94.35
001-4430-6498	CONTRACTUAL SERVICES	8,200.00
001-4430-6507	MISC. OPERATING SUPPL..	434.38
001-4440-6150	INSURANCE, GROUP HE...	16.00
001-4440-6350	EQUIPMENT REPAIR & ...	567.74
001-6611-6150	INSURANCE, GROUP HE...	1,697.39
001-6620-6150	INSURANCE, GROUP HE...	3,385.78
001-6620-6490	PROFESSIONAL SERVICES	196.25
001-6620-6499	MISCELLANEOUS	966.00
001-6620-6508	PETTY CASH/POSTAGE	310.00
001-6640-6490	PROFESSIONAL SERVICES	600.00
001-6650-6150	INSURANCE, GROUP HE...	169.42
001-6650-6320	BUILDING & GROUNDS	218.97
033-4410-6150	INSURANCE, GROUP HE...	141.18
033-4410-6506	OFFICE SUPPLIES	15.57
033-4410-6772	BOOKS	167.84
110-2210-6150	INSURANCE, GROUP HE...	2,726.07
110-2210-6331	MOTOR VEHICLE OPER. ...	51.40
110-2210-6332	VEHICLE REPAIR & MAIN...	350.83
110-2210-6490	PROFESSIONAL SERVICES	11.10
110-2210-6504	MINOR EQUIPMENT	448.79
110-2210-6507	MISC. OPERATING SUPPL..	40.66
115-6300-6150	INSURANCE, GROUP HE...	551.13
200-7718-6490	PROFESSIONAL SERVICES	3,653.50
200-7723-6801	BOND PRINCIPAL FIRE T...	14,787.74
200-7723-6851	BOND INTEREST	5,483.26
200-7793-6801	BOND PRINCIPAL	12,957.89
200-7793-6851	BOND INTEREST	2,357.11
333-8761-6798	CAPITAL PROJECT	42,194.56
600-9810-6150	INSURANCE, GROUP HE...	1,983.25
600-9810-6210	DUES & SUBSCRIPTIONS	160.00

Account Summary

Account Number	Account Name	Payment Amount
600-9810-6332	VEHICLE REPAIR & MAIN...	25.00
600-9810-6490	PROFESSIONAL SERVICES	11.10
600-9810-6504	MINOR EQUIPMENT	592.02
600-9810-6507	MISC. OPERATING SUPPL..	864.52
610-9815-6150	INSURANCE, GROUP HE...	1,983.25
610-9815-6490	PROFESSIONAL SERVICES	11.10
610-9815-6506	OFFICE SUPPLIES	7.17
	Grand Total:	115,854.18

Project Account Summary

Project Account Key	Payment Amount
None	115,854.18
Grand Total:	115,854.18

STATE OF IOWA 2023 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2023 CITY OF STORY CITY, IOWA DUE: December 1, 2023	16208501300000 CITY OF STORY CITY 504 Broad Street STORY CITY IA 50248-1134 POPULATION: 3352
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NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

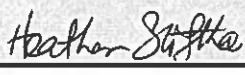
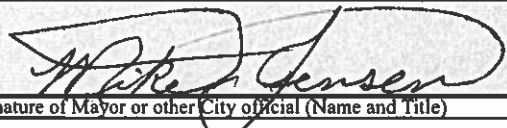
ALL FUNDS				
	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	1,830,999		1,830,999	1,841,183
Less: Uncollected Property Taxes-Levy Year	0		0	0
Net Current Property Taxes	1,830,999		1,830,999	1,841,183
Delinquent Property Taxes	0		0	0
TIF Revenues	820,837		820,837	848,070
Other City Taxes	789,022	0	789,022	764,737
Licenses and Permits	46,245	0	46,245	45,100
Use of Money and Property	239,317	120,218	359,535	198,430
Intergovernmental	1,165,257	0	1,165,257	901,000
Charges for Fees and Service	217,163	1,611,083	1,828,246	1,715,500
Special Assessments	6,074	0	6,074	0
Miscellaneous	65,411	920	66,331	33,500
Other Financing Sources	1,456,583	222,500	1,679,083	1,275,000
Transfers In	1,028,885	222,500	1,251,385	835,120
Total Revenues and Other Sources	6,636,908	1,954,721	8,591,629	8,457,640
Expenditures and Other Financing Uses				
Public Safety	764,370		764,370	836,640
Public Works	648,606		648,606	511,550
Health and Social Services	18,350		18,350	23,000
Culture and Recreation	1,503,757		1,503,757	906,425
Community and Economic Development	369,287		369,287	151,800
General Government	756,983		756,983	610,175
Debt Service	1,277,254		1,277,254	1,294,850
Capital Projects	1,161,642		1,161,642	3,262,000
Total Governmental Activities Expenditures	6,500,249	0	6,500,249	7,596,440
BUSINESS TYPE ACTIVITIES		380,002	380,002	1,703,418
Total All Expenditures	6,500,249	380,002	6,880,251	9,299,858
Other Financing Uses	1,143,535	107,850	1,251,385	
Transfers Out	1,143,535	107,850	1,251,385	835,120
Total All Expenditures/and Other Financing Uses	7,643,784	487,852	8,131,636	10,134,978
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	-1,006,876	1,466,869	459,993	-1,677,338
Beginning Fund Balance July 1, 2022	6,604,835	3,149,721	9,754,556	9,754,556
Ending Fund Balance June 30, 2023	5,597,959	4,616,590	10,214,549	8,077,218

NOTE - These balances do not include the following, which were not budgeted and are not available for city operations:

Non-budgeted Internal Service Funds	Pension Trust Funds		
Private Purpose Trust Funds	Agency Funds		
Indebtedness at June 30, 2023	Amount	Indebtedness at June 30, 2023	Amount
General Obligation Debt	12,605,576	Other Long-Term Debt	0
Revenue Debt	0	Short-Term Debt	0
TIF Revenue Debt	0		
		General Obligation Debt Limit	16,152,712

CERTIFICATION

The forgoing report is correct to the best of my knowledge and belief

	Publication 11/24/2023
Signature of Preparer	
Printed name of Preparer Heather Slička	Phone Number
	Date Signed 11/29/2023
Signature of Mayor or other City official (Name and Title)	

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Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2023
Stony City
11/27/2023 5:03:45 PM

Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Beginning Balance	\$0	\$560,369	\$72,212	\$0	(\$101,539)	\$0	\$531,042
Sub Total Expenses (-)	\$8,855	\$472,419		\$532,889	\$107,807		\$1,121,970
Transfers Out (-)			\$10,000				\$10,000
Subtotal Revenues (+)	\$8,855	\$461,273	\$4,561	\$522,889	\$363,520	\$0	\$1,361,098
Transfers In (+)				\$10,000			\$10,000
Ending Balance	\$0	\$549,223	\$66,773	\$0	\$154,174	\$0	\$770,170

Resolution Number:

Execution Date: Monday, December 4, 2023

Signature: Heather Sifka