

NOTICE AND CALL OF COUNCIL MEETING

Governmental Body: The City Council of the
City of Orange City, Iowa

Date of Meeting: November 18, 2019

Time of Meeting: 4:30 o'clock P.M.

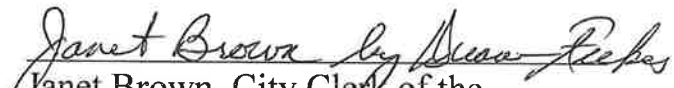
Place of Meeting: Council Chambers, City Hall,
125 Central Ave SE
Orange City, Iowa

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for said meeting is as follows:

1. Meeting called to order
2. Opening ceremonies
3. Approval of agenda
4. Citizen comments
5. Approval of minutes
6. Financial report
7. Monthly bills
8. Department reports
 - Street
9. Organizational reports
 - Dutch American Heritage Museum
10. Ambulance Funding Request

11. Renewable energy rate
12. union contract? Or Excel Development Option
13. Resolution setting date for public hearing to dispose of City owned real estate
14. Health insurance
15. Administrative reports
16. Council comments
17. Adjournment

This notice is given at the direction of the Mayor pursuant to Chapter 28A, Iowa Code, as amended, and the local rules of said governmental body.


Janet Brown, City Clerk of the
City of Orange City, Iowa

COUNCIL MEETING
AGENDA NOTES
November 18, 2019

1. The meeting will be called to order by Mayor Deb De Haan at 4:30 o'clock P.M.
2. Opening ceremonies. Pledge of Allegiance to our flag and a moment of silent prayer.
3. The agenda was prepared, posted and distributed in accordance with requirements of the Iowa Open Meeting Act.
4. This time is provided for citizen comments.
5. The minutes of the November 4, 2019 council meeting are enclosed for your review. Exhibit 1
6. The monthly financial report represents cash balances for all funds. Exhibit 2
7. A Summary of Warrants report listing bills from October 22, 2019 through November 18, 2019 is enclosed for your review. Exhibit 3
8. Randy Van De Griend, representing the Street Department, will be present for an update on activities in his departments in the past year.
9. Each year we ask affiliate organizations of the City to be present to renew their requests for funds which assist in the operation of their entities. Representatives from the Dutch American Heritage Museum will be present.
10. Marty Guthmiller will be present to request additional funding for a new ambulance for the Orange City Area Health System and Orange City. (Note: Marty has also submitted a request for \$25,000 from the Community Betterment Funds, which will be considered by that board in the near future).
11. Missouri River Energy Services (MRES) has developed a program for its members to offer an all-renewable energy option to customers. Currently, Orange City gets 52% of its energy from renewable sources. The energy market has developed a system of Renewable Energy Certificates whereby power providers or customers can purchase energy produced by renewable sources. This is an elective program and customers can choose to purchase the certificates for their non-renewable energy (48%) at a rate of \$0.005/kWh above the base rate (approximately \$0.09/kWh). This will not require a change to our rate ordinance since it is an elective program offered to all customers. Exhibit 4
12. Excel Development is proposing an option agreement for ten lots in the Puddle Jumper 5th, 7th and 9th additions. They would like to apply for tax credits in order to construct ten duplexes. They need to have lots identified in order to apply for the tax credits. Chris Lenz from Excel Development will attend the council meeting to explain the proposed project, the timeline and to answer any questions. Exhibit 5

13. This is to consider setting a date for a Public Hearing to discuss and consider the sale of City owned real estate. The city has prepared and signed a real estate contract for the sale of the lot located on 3rd Street NE for \$10,000. This property was taken in trade from Art Hielkema to pay for the first Habitat Home property on the corner of Hartford Place and 11th Street SE. We estimated the value of the 3rd Street NE property at \$5,000 at that time. The 3rd Street NE property is 50' wide and 150' deep and zoned C-2, which means that a residential house cannot be built on it. The person interested in this property is currently working on purchasing the home on the corner of Albany and 3rd Street NE, next to this property. Exhibit 6
14. We have received our health insurance premium and there is an 8.72% increase starting January 1, 2020 with our current plan. An option is to go to a higher deductible for the City's plan and buy down additional dollars with a 5.35% increase in premium. We have proposed that to the Collective Bargaining Unit (CBU) and have not heard back from them as of writing this note. We would propose approving the 5.35% increase with the hope that the CBU will agree to it. If not we can come back at the next meeting to approve the 8.72%. We will be reviewing options for an HSA health insurance plan with the CBU in the near future and see if they will consider 2 options for health insurance to the employee with the current plan and an HSA as the other. Exhibit 7
15. Administrative reports:

Thank you from the Plender family. Exhibit 8

Scheduled Meetings:

December 2	Council Meeting, 4:30 P.M.
December 3	Strategic Planning Session 9:00 AM, Prairie Winds Event Center
December 16	Council Meeting, 4:30 P.M.
December 18	Employee Recognition Dinner, PWEC 6:15 P.M.
January 6	Council Meeting, 4:30 P.M.
January 20	Council Meeting, 4:30 P.M.

If you would like additional information about an agenda item or another issue, that would help you or the council as a whole, please feel free to let me know so I can either get it to you by email or by report at the meeting.

Duane Feekes

City Office 712-707-4885

Cell phone 712-737-7700

Email cityadmin@orangecityiowa.com

The City Council met in regular monthly session pursuant to adjournment at 4:30 o'clock P.M. on October 7, 2019. A quorum was declared by Mayor Deb De Haan. The meeting was held in the Council Chambers, City Hall, 125 Central Ave SE, Orange City, Iowa.

Members Present: Council members Rod De Boer, Daron De Jong, Chad Oolman, Steve Roesner, and Tony Vande Brake

Members Absent: None

Staff: Duane Feekes, Mark Gaul, Janet Brown, Jim Pottebaum, Kurt Frederes, Ed De Jong, Arlan Scholten, Kent Anderson, and Matt Van Schouwen

Guests: Doug Calsbeek, Mike Hofman, Earl Woudstra, Lisa Burg, and Aaron Beadner

Agenda: A motion was made by Council member Chad Oolman and duly seconded by Council member Tony Vande Brake approving the tentative agenda as the official agenda. On call of the roll motion carried. The vote was as follows: AYES: Chad Oolman, Tony Vande Brake, Rod De Boer, Daron De Jong, Steve Roesner; NAYS: None.

Citizen Comments: This time was provided for citizen comments. No comments were received.

Approval of Minutes: The minutes of the October 18, 2019 and October 21, 2019 council meetings were presented. A motion was made by Council member Rod De Boer and duly seconded by Council member Tony Vande Brake approving said minutes as published. On call of the roll motion carried. The vote was as follows: AYES: Rod De Boer, Tony Vande Brake, Daron De Jong, Chad Oolman, Steve Roesner; NAYS: None.

Department Reports: This time was provided for Arlan Scholten, representing the Electric Department, and Ed De Jong, representing the Gas Department, to discuss with the Council accomplishments and priorities of their departments as the Council prepares for budget time. No official action was taken.

Fireworks Ordinance: A motion was made Council member Steve Roesner and duly seconded by Council member Chad Oolman approving the second reading of proposed Ordinance No. 818, which changes the timeframe to set off fireworks to June 15 through July 8 from the hours of 9 A.M. to 10 P.M. and the Saturdays and Sundays immediately preceding and following July 4 are extended to 11 P.M. On call of the roll motion carried. The vote was as follows: AYES: Steve Roesner, Chad Oolman, Rod De Boer, Daron De Jong, Tony Vande Brake; NAYS: None.

A motion was made by Council member Steve Roesner and duly seconded by Council member Rod De Boer to waive the third reading of proposed Ordinance No. 818 amending the timeframe to set off fireworks. On call of the roll motion carried. The vote was as follows: AYES: Steve Roesner, Rod De Boer, Daron De Jong, Chad Oolman, Tony Vande Brake; NAYS: None.

A motion was made by Council member Rod De Boer and duly seconded by Council member Daron De Jong adopting Ordinance No. 818, which changes the timeframe to set off fireworks to June 15 through July 8 from the hours of 9 A.M. to 10 P.M. and the Saturdays and Sundays immediately preceding and following July 4 are extended to 11 P.M. On call of the roll motion carried. The vote was as follows: AYES: Rod De Boer, Daron De Jong, Chad Oolman, Steve Roesner, Tony Vande Brake; NAYS: None.

Employee Recognition Dinner: A motion was made by Council member Chad Oolman and duly seconded by Council member Tony Vande Brake that in recognition of efforts of employees of the City of Orange City the Council would like to hold an employee recognition dinner on December 18, 2019 and give a gift of appreciation. On call of the roll motion carried. The vote was as follows: AYES: Chad Oolman, Tony Vande Brake, Rod De Boer, Daron De Jong, Steve Roesner; NAYS: None.

Retail Utility Grant Application: A motion was made by Council member Rod De Boer and duly seconded by Council member Tony Vande Brake approving the Retail Utility Grant application as submitted by Krull LTD, who recently purchased the Holland Plaza Theater. On call of the roll motion carried. The vote was as follows: AYES: Rod De Boer, Tony Vande Brake, Daron De Jong, Chad Oolman, Steve Roesner; NAYS: None.

Annual Urban Renewal Report for Fiscal Year 2018-2019: A motion was made by Council member Tony Vande Brake and duly seconded by Council member Chad Oolman approving the Annual Urban Renewal Report for fiscal year 2018-2019. On call of the roll motion carried. The vote was as follows: AYES: Tony Vande Brake, Chad Oolman, Rod De Boer, Daron De Jong, Steve Roesner; NAYS: None.

Accept Proposal to Remove Fuel Tanks at the Orange City Municipal Airport: Bids were received to remove the two fuel tanks at the airport site from Dockendorf Equipment of Sioux Falls for \$33,465.90 and Seneca Companies of Des Moines for \$20,803.38. A motion was made by Council member Steve Roesner and duly seconded by Council member Daron De Jong approving the quote of Seneca in the amount of \$20,803.38. On call of the roll motion carried. The vote was as follows: AYES: Steve Roesner, Daron De Jong, Rod De Boer, Chad Oolman, Tony Vande Brake; NAYS: None.

Administrative Reports:

Scheduled Meetings:

November 18	Council Meeting, 4:30 P.M.
December 2	Council Meeting, 4:30 P.M.
December 3	Strategic Planning Session
December 16	Council Meeting, 4:30 P.M.
December 18	Employee Recognition Dinner, PWEC

Oral reports: Duane reviewed the upcoming scheduled meetings. Mike Hofman invited everyone to the Community Connection event on Thursday, November 14.

Council Comments: The Mayor called for comments from members of the Council and none were received.

Closed Session Per Iowa Code Section 21.5.1(j) Real Estate: A motion was made by Council member Chad Oolman and duly seconded by Council member Rod De Boer to enter into a closed session at 5:00 P.M. to discuss real estate. On call of the roll motion carried. The vote was as follows: AYES: Chad Oolman, Rod De Boer, Daron De Jong, Steve Roesner, Tony Vande Brake; NAYS: None.

A motion was made by Council member Steve Roesner and duly seconded by Council member Rod De Boer to exit the closed session at 5:46 P.M. On call of the roll motion carried. The vote was as follows: AYES: Steve Roesner, Rod De Boer, Daron De Jong, Chad Oolman, Tony Vande Brake; NAYS: None.

No official action was taken.

Adjournment: No further business appearing it was therefore moved by Council member Chad Oolman and duly seconded by Council member Daron De Jong to adjourn. On call of the roll motion carried. The vote was as follows: AYES: Chad Oolman, Daron De Jong, Rod De Boer, Steve Roesner, Tony Vande Brake; NAYS: None. Adjournment time was 5:48 o'clock P.M.

Deb De Haan, Mayor

ATTEST: _____
Janet Brown, City Clerk

TREASURER'S MONTHLY REPORT

Exhibit 2

City of Orange City, Iowa

Month Ended October 31, 2019

	On Hand Last Report	Received	Disbursed	Clerk's Balance	O/S Checks	Treas. Balance
General	\$ 571,267.69	\$917,982.36	\$453,360.87	\$ 1,035,889.18	\$132,252.22	\$1,168,141.40
Library	311,635.52	\$37,037.81	\$48,983.42	299,689.91	\$1,535.19	\$301,225.10
USDA- IRP Loan	74,624.01	\$2,930.24	\$16,374.74	61,179.51		61,179.51
Cemetery Fund	38,099.34	3,675.00	3,836.33	37,938.01		37,938.01
Cemetery Fund- Perpetual Care	110,113.31			110,113.31		110,113.31
USDA- Revolving Loan Fund	185,928.78	4,723.00		190,651.78		190,651.78
Road Use Tax	308,331.74	74,629.33		382,961.07		382,961.07
Hotel/Motel Sales Tax	247,105.49		10,000.00	237,105.49		237,105.49
Tax Increment Financing						
Event Center TIF	114,444.81	33,449.33	18,441.94	129,452.20		129,452.20
Housing TIF	(354,914.74)	182,401.26	33,500.18	(206,013.66)		(206,013.66)
Industrial Park TIF	246,578.89	226,231.60		472,810.49		472,810.49
Hawkeye TIF	104,543.40	17,721.05		122,264.45		122,264.45
Debt Service	269,440.93	603,043.33		872,484.26		872,484.26
Capital Projects:						
2018 Street Improvements	(96,114.37)		13,739.04	(109,853.41)		(109,853.41)
Dunlop Park Improvements	324,564.38		135,706.27	188,858.11		188,858.11
Payroll Clearing	52,812.35	95,766.09	108,272.95	40,305.49	540.40	40,845.89
Electric	837,592.50	717,304.55	546,172.07	1,008,724.98	75,261.79	1,083,986.77
Water	518,139.52	102,629.52	74,670.45	546,098.59	11,260.00	557,358.59
Sale of OC Comm.	285,111.60		10,000.00	275,111.60		275,111.60
Sewer	103,073.24	122,562.94	50,926.02	174,710.16	276.15	174,986.31
Gas	220,091.65	59,234.51	95,751.39	183,574.77	800.00	184,374.77
Total	\$4,472,470.04	\$3,201,321.92	\$1,619,735.67	\$6,054,056.29	\$221,925.75	\$6,275,982.04

INVESTMENTS		
FUND	This Report	Last Report
General	\$40,000	40,000
Library	-	-
Debt Service	-	-
Road Use Tax	750,000	750,000
Event Center	200,000	200,000
Electric:		
Bond & Interest Sinking Fund	270,000	270,000
Bond & Interest Reserve Fund	275,000	275,000
Capital Reserve Fund	3,005,000	3,005,000
Water:		
Bond & Interest Sinking Fund	150,000	150,000
Bond & Interest Reserve Fund	100,000	100,000
Capital Reserve Fund	-	-
Sewer:		
Bond & Interest Sinking Fund	80,000	80,000
Bond & Interest Reserve Fund	885,000	885,000
Capital Reserve Fund	1,055,000	1,055,000
Gas:		
Bond & Interest Sinking Fund	25,000.00	25,000
Bond & Interest Reserve Fund	25,000.00	25,000
Capital Reserve Fund	450,000.00	450,000

Total

\$7,310,000**\$7,310,000****FUNDS INVESTED IN:**

	Amount	%	Max. %
2.336 Certificates of Deposit	7,250,000	99.2	100
1.556 IA Public Agency Investment Trust	60,000	0.8	50
Total Funds Invested	\$7,310,000	100.0	

MATURITIES:

	Amount	%	Min. %
Under 40 days	3,310,000	45.3	10.0
Under 90 days	4,310,000	59.0	20.0
Under 270 days	7,310,000	100.0	50.0
Under 1 year	7,310,000	100.0	90.0
*Under 18 months	7,310,000	100.0	100.0

*Bond reserve funds - invested as required or allowed by bond indentures.

Duane Becker
City Treasurer

Vendor Name	Description	Net Invoice Amount
A & M LAUNDRY	Laundry Supplies	43.25
A & M LAUNDRY	Laundry Supplies	88.05
A & M LAUNDRY	Laundry Supplies	43.25
Ag Partners Inc	Fuel	4,539.84
AHLERS COONEY DORWEILER	Labor Relations	161.00
AHLERS COONEY DORWEILER	Labor Relations	112.50
Alex Air Apparatus Inc.	Service for Jaws of Life- OCFD	65.00
Alex Air Apparatus Inc.	Service for Jaws of Life- OCFD	465.00
Alterations By Star	Alterations of Police Uniforms	40.00
AMERICAN FAMILY LIFE ASSUR CO	Group Insurance	164.40
AmeriPride Services Inc.	Laundry Supplies	211.04
AmeriPride Services Inc.	Supplies for Event Center	12.25
AmeriPride Services Inc.	Supplies for Event Center	211.04
AmeriPride Services Inc.	Supplies for Event Center	211.04
AmeriPride Services Inc.	Supplies for Event Center	41.32
AmeriPride Services Inc.	Supplies for Event Center	211.04
ARNOLD MOTOR SUPPLY	Vehicle Maintenance Supplies	1,475.72
Baycom Inc.	IT Support for Body Camera- OCPD	110.00
Borngaars Inc.	Supplies	3,997.86
BORDER STATES INDUSTRIES INC	Gas Meter Supplies	58.10
Bourland, Bradley	Flag Football	100.00
Catalyst Solutions Inc.	IT Support, Backup, AntiVirus, Emails, License	1,855.30
Cellular Only Inc.	Cell Phone Supplies	64.99
CERTIFIED TESTING SERVICES INC	2018 Street Project	1,075.00
CERTIFIED TESTING SERVICES INC	North Weiland First Add	622.00
CERTIFIED TESTING SERVICES INC	Dunlop Trail Improvements	2,289.00
D & L PLUMBING & HEATING	New HVAC at Water Shop	2,564.98
D & L PLUMBING & HEATING	Supplies	223.85
DANKO EMERGENCY EQUIPMENT	Supplies for OCFD	208.05
DEJONG OIL AND REPAIR INC	Repairs to Street Trucks- Unit 80	122.92
DeJong, Alan	Shoe Reimbursement	150.00
Denco Highway Construction Corp	Storm Sewer Project- NW part of town- 32" Snap Tite culvert pipe for 120 feet	25,033.00
DGR Engineering	Wastewater - Engineering Services	1,612.92
DGR Engineering	2018 Street Project	7,014.94
DGR Engineering	PJ 9th Addition- Housing	5,846.10
DGR Engineering	Dunlop Trail Improvements	13,698.88
DGR Engineering	North Weiland Addition	922.00
DGR Engineering	2020 Street Project	150.00

Vendor Name	Description	Net Invoice Amount
DGR Engineering	Engineering Services- Salem Ave	850.00
DGR Engineering	17th Street Ext- Ind Park	1,039.00
DGR Engineering	2020 Street Project	1,321.34
Diamond Vogel Marketing	Postcards for Vision OC	24.72
DIAMOND VOGEL PAINT	Paint Supplies	128.22
DITCH WITCH OF SOUTH DAKOTA	Oil for Mole- Gas Department	220.54
DIVERSIFIED INSPECTIONS INC.	Inspection of Aerial Ladder- Fire Department	900.00
DON'S FOOD CENTER	Supplies	273.19
D-P TOOLS	Sander and Safety Glasses for St Shop	133.57
DUTCH BAKERY	Supplies	18.60
DUTCH BAKERY	Supplies	27.00
Dykstra, Terry	Storm Sewer Work and Ditch cleaning for NW side of town	798.00
ED M FELD EQUIPMENT CO INC	Sirent Control for OCFD	338.25
EMC NATIONAL LIFE COMPANY	Life Insurance	748.08
Ferguson Waterworks Inc # 2516	Gas Radio Meters	38,000.00
Fire Line Equipment LLC	Aerial Monitor Connector- OCFD	40.49
First Choice Recycling Inc.	Town Pickup for E-Recycling	5,944.80
Foundation Analytical Laboratory Inc.	Wastewater Testing	877.00
Foundation Analytical Laboratory Inc.	Wastewater Testing	349.75
Frederes, Kurt	Expense Reimbursement	7.50
GAS PRODUCT SALES INC.	Gas Meter Supplies	118.60
GOODLAND PUMP INC	SW Well # 2 - Pull & Replace Pump	22,603.70
Goslinga, Brian	Shoe Reimbursement	150.00
GOV'T FINANCE OFFICERS ASSOC.	Membership	170.00
GPM Inc	Calibrate Sampler at Sewer Plant	563.00
GREENWORLD INC.	Winterize sprinkler System at Windmill Park and Chamber	211.00
Ground Effects Inc	Mulch for Event Center	324.93
Ground Effects Inc	Fall Clean up in Windmill Park	660.00
Group Resources of Iowa LLC	Manage Health Plan	522.50
HAWKINS INC.	Chemicals	464.08
HAWKINS INC.	Chemicals	1,269.81
HAWKINS INC.	Chemicals	1,090.46
HIEMSTRA LAWN CARE	Mowing & Landscape at Library, Weed Control	14,147.00
Hitches Trailers & More	Supplies	64.09
HOLIDAY INN- DES MOINES	Meeting Expense	241.81
Hulstein Excavating Inc.	Dunlop Trail Improvement- Pay Est # 8	65,963.87
HULSTEIN, DUANE	Shoe Reimbursement	149.95
Intoximeters Inc.	Equipment for Breath Test - Alcohol	395.00

CITY OF ORANGE CITY

Payment Approval Report
Report dates: 10/21/2019-11/15/2019

Page: 3
Nov 15, 2019 12:35PM

Vendor Name	Description	Net Invoice Amount
Iowa Freedom of Information Council	Supplies- Handbooks	4.00
IOWA UTILITIES BOARD	FY2019 Assessments for Electric & Gas	3,395.00
IOWA UTILITIES BOARD	FY2019 Assessments for Electric & Gas	1,959.00
JACK'S UNIFORMS AND EQUIPMENT	Police Uniforms	126.89
JACK'S UNIFORMS AND EQUIPMENT	Police Uniforms	126.89
JACK'S UNIFORMS AND EQUIPMENT	Police Uniforms	138.89
JACK'S UNIFORMS AND EQUIPMENT	Police Uniforms	113.90
JACK'S UNIFORMS AND EQUIPMENT	Police Uniforms	135.95
JANITORS CLOSET	Cleaning Supplies	83.99
KLAY VELDHUIZEN BINDNER DEJONG	Legal Services	16,435.50
Kopetsky's Ace Hardware	Supplies	926.27
KSOU- AM/FM	Advertising	1,740.00
Long Lines	Telephone	1,860.84
Long Lines	Telephone for Event Center	397.51
MailFinance	Quarterly Payment for Postage Machine & Scale	395.94
MARVS OUTDOOR POWER EQUIPMENT	Supplies.	116.54
Matheson Tri Gas Inc.	Carbon Dioxide Cylinder 10LB	42.16
MID SIOUX OPPORTUNITIES	Budget Payment and Project Share Monies	8,438.00
MIDAMERICAN ENERGY	Utilities	702.12
MIDAMERICAN ENERGY	Utilities	258.70
Midwest Electric Consumers Asn	Annual Meeting Registration- Duane & Matt	825.00
MISSOURI RIVER ENERGY SERVICES	Substation Testing - Oil Sampling	2,103.50
MISSOURI RIVER ENERGY SERVICES	AMI Meter count fee	2,696.80
MLS LANDSCAPE & DESIGN INC	PJ Trail 9th - Seeding	2,762.36
MOC-FV School- Washington DC Trip	Flower Pulling/Tulip Planting	1,938.75
Moser, Brady	Flag Football	150.00
MUNICIPAL SUPPLY INC	Curb Stops, Corps, Copper	1,408.13
MUNICIPAL SUPPLY INC	Repair Clamp and Couplings	1,008.10
MUNICIPAL SUPPLY INC	Repair Clamp - 8" X 25"	396.87
MUNICIPAL SUPPLY INC	Copper for Water Department	616.00
NATIONAL FIRE PROTECTION ASSN.	Membership Dues	175.00
NEAL CHASE LUMBER	supplies	361.35
Nederland's Grill	Supplies for Event Center	34.00
NEOFUNDS	Postage	1,000.00
NORTH WEST RURAL ELECTRIC COOP	Electric for Well Fields	6,278.50
NOTEBOOM ELECTRIC	Supplies	21.55
NOTEBOOM OIL COMPANY	Service & Repairs on Police Account	72.17
NOTEBOOM OIL COMPANY	Tires for Skidloader- Utility Account	420.93

Vendor Name	Description	Net Invoice Amount
NOTEBOOM OIL COMPANY	Service & Repairs on Police Account	66.80
NOTEBOOM OIL COMPANY	Tires for Police- on Police Account	579.20
Office Systems Co.	Service Contract on Copier	274.07
O'Keefe Elevator Company INC	Service Elevator at Event Center	194.64
OLDENKAMP, KEN & MARY	Boarding of Animals for Oct	124.00
ONE OFFICE SOLUTION	Office Supplies	79.55
ONE OFFICE SOLUTION	Office Supplies- Police Account	17.59
ORANGE CITY HEALTH SYSTEM	Event Center Housekeeping Hours and Maintenance Hours	2,052.20
ORANGE CITY HEALTH SYSTEM	Senior Rent	2,266.67
ORANGE CITY HEALTH SYSTEM	Drug Testing - Dave Sassman	30.00
ORANGE CITY MUNICIPAL UTILITY	Utilities	34,091.54
ORANGE CITY SANITATION	Refuse Hauling Charges	26,811.90
ORANGE CITY SANITATION	Event Center Dumpster	85.00
ORANGE CITY SANITATION	Pool dumpster	52.00
OTIS ELEVATOR INC.	Service Contract for City Hall	6,112.81
OVERHEAD DOOR CO.	Replace Overhead Door at Street Shop	1,595.00
Pipestone Vet Services	Gloves	47.05
PLUIM PUBLISHING	Advertising and Supplies	2,547.09
Rent All Center Inc.	Rental of Mini Excavator for Cemetery	414.80
Royal Publishing Inc.	Advertising	165.00
SANITATION PRODUCTS	Main Broom for Sweeper	1,236.82
SANITATION PRODUCTS	Parts for Street Sweeper.	56.07
SIoux ABSTRACT CO.	Abstract - Ross Groeneweg	350.00
SIoux COMMERCIAL SWEEPING	Mudjacking by Caseys General Store- Hartford	1,210.00
SIoux COUNTY AUDITOR	Special Election - Hospital/Aspire	4,270.40
SIoux COUNTY ENGINEER	Street Sign Materials	288.84
SIoux OIL COMPANY	Fuel	2,573.92
SIoux OIL COMPANY	Fuel	201.91
Siouxland Concrete Co.	Patchwork- Concrete- 3rd Str NE	241.99
SKARSHAUG TESTING LAB	Glove Testing	166.25
Southern Sioux Co. Rural Water	Customer Hookups & Charges	594.00
Spireworks	Misc Design for Oct 19- Vibrant & Social	2,900.00
Steamway Carpet Cleaners	Clean Carpet at Event Center	2,142.00
SUBWAY OF ORANGE CITY	Meeting Expense for Event Center - Advisory Board	48.15
Thompson Automation & Specialty Services	Service Call - Telemetry PLC failed at SW Wells	1,149.05
Town & Country Implement Inc.	Supplies	64.06
TWO-WAY RADIO	Pager Batteries for OCFD	151.85
TWO-WAY RADIO	Supplies	351.71

Vendor Name	Description	Net Invoice Amount
U.S. BANK INC	Meeting Expense	1,458.04
ULine	Cleaning supplies for Parks Department	65.93
Unity Christian High School	Custodial fee for November 9th	100.00
Unity Point Clinic- Occ. Medicine	Drug Testing	84.00
USA BLUEBOOK	Supplies	106.87
USA BLUEBOOK	Supplies	143.74
USA BLUEBOOK	Supplies for Sewer Plant	269.24
USA BLUEBOOK	Supplies for Sewer Plant	120.64
VAN MAANEN'S	Office Supplies	36.98
Var's Implement LTD	Parts for Mowers- Parks Depart	220.91
VISSER BROTHERS PLUMBING & HTG	Filters for Sewer Plant	126.24
WESCO DISTRIBUTION INC	Supplies.	384.00
WESCO DISTRIBUTION INC	Supplies.	750.00
WESCO DISTRIBUTION INC	Supplies.	114.00
WESCO DISTRIBUTION INC	Supplies.	51.60
WESCO DISTRIBUTION INC	Refund on Fitness Center Membership	479.50
Willet, Kent	Audit Services	52.50
WILLIAMS & CO		10,000.00
Grand Totals:		406,262.22

BRIGHT ENERGY CHOICES FOR YOUR HOME



We all want to help protect the environment. The good news is that **52%** of the energy you purchased from us last year came from renewable resources, including wind, solar, and the hydroelectric power plants along the Missouri River. But many people want to do more. That's why we're offering Bright Energy Choices, a program that lets us and our customers support the development of additional renewable energy resources.

Here's how Bright Energy Choices works: Our wholesale power supplier, Missouri River Energy Services, purchases Renewable Energy Certificates, or RECs, on behalf of our participating customers. (RECs are proof that electricity was generated by qualifying renewable facilities – like wind and solar farms – and fed into the electric grid.) When you enroll, REC purchases will offset the non-renewable portion of your energy consumption, making your usage, in effect, 100 percent renewable!

A small premium of **\$0.005 (one-half cent)** per kilowatt-hour of energy used will be added to **48%** of your kilowatt-hour usage each month. This represents the non-renewable portion of the energy you use, which will be offset by RECs when you participate. For an average homeowner using 900 kilowatt-hours per month, the Bright Energy Choices premium will be only **\$2.16** per month.

To participate in Bright Energy Choices, just complete the order form below and return it to us. Your participation will continue unless you cancel. We will let you know of any changes to the Bright Energy Choices premium before they take effect, and we'll also give you a Bright Energy Choices window cling so your neighbors will know that you support the development of renewable energy!

Sign me up for Bright Energy Choices so I can support the development of renewable resources!

I understand that Renewable Energy Certificates (RECs) will be purchased on my behalf, and that an additional premium of **\$0.005 (one-half cent)** will be applied to **48%** of my kilowatt-hour usage each month.

I also understand that my participation in Bright Energy Choices will renew automatically on January 1 each year, but can be canceled at any time, provided I notify the Utility in writing. My Utility will notify me of any changes to the Bright Energy Choices premium prior to January 1 of each year.

Account Name _____

Utility Account Number _____

Signature _____

Date _____

Please return this completed form to: **Orange City Municipal Utilities**
125 Central Ave SE
Orange City, IA 51041

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "AGREEMENT") is made and entered into this ____ day of November, 2019, by and between The City of Orange City, Iowa (the "SELLER") and Excel Holdings, LLC, a Nebraska limited liability company (THE "PURCHASER").

RECITALS

A. SELLER is the owner of certain real property legally described as follows:

Lot 43, Puddle Jumper Trail Fifth Addition to the City of Orange City, Sioux County, Iowa. -AND-

Lots 1, 2, and 3, Puddle Jumper Trail Seventh Addition to the City of Orange City, Sioux County, Iowa. -AND-

Lots 22 through 27, Puddle Jumper Trail Ninth Addition to the City of Orange City, Sioux County, Iowa. (the "PROPERTY").

B. SELLER desires to sell and PURCHASER desires to acquire THE PROPERTY, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of, and based on, the foregoing Recitals and the mutual promises and agreements set forth below, the parties agree as follows:

1. SALE AND PURCHASE: At Closing SELLER shall sell to PURCHASER and PURCHASER shall purchase from SELLER THE PROPERTY. Upon satisfaction of the conditions described in paragraphs 2, 4, 6 and 8 below, the closing of the Purchase shall take place on or before March 1, 2021, or such other time as the parties may mutually agree in writing.

2. SALE CONDITIONAL: This sale is conditional upon: (a) PURCHASER obtaining from Iowa Finance Authority (IFA) approval of its application for an allocation of low-income housing tax credits available in 2020 for low income housing projects; (b) PURCHASER obtaining notification of release of funds for any subordinate affordable housing programs/funding sources that PURCHASER deems necessary in its sole discretion to complete the affordable housing project; and (c) PURCHASER obtaining all governmental approvals for zoning, special use or other land use permits and subdivision of THE PROPERTY desired by PURCHASER in PURCHASER's sole discretion, by all governmental units, subdivisions or departments having jurisdiction over THE PROPERTY. If any of the conditions of this paragraph are not satisfied, in PURCHASER'S sole discretion, PURCHASER may either: (i) may rescind this agreement whereupon each party shall be released from any obligation hereunder and SELLER shall return any earnest money deposit to PURCHASER; or (ii) waive any conditions and continue with the transaction.

3. PURCHASE PRICE AND PAYMENT: The total purchase price for the said property is Two Hundred Fifteen Thousand Dollars (\$215,000). The Purchase Price shall be paid in accordance with the following terms:

A. Closing Payment. On the Closing Date, Buyer shall pay to Seller the sum of \$215,000. Such payment shall be made by wire transfer of immediately available funds, or by certified funds.

4. ENVIRONMENTAL CONDITIONS: SELLER represents that SELLER has no knowledge of any adverse environmental conditions which affect THE PROPERTY, the value

thereof, or liability in connection therewith, except as may have been noted in the Environmental Assessments obtained by the SELLER at the time of its purchase of the PROPERTY. PURCHASER may, at PURCHASER'S expense, conduct an environmental audit of the property. In the event such audit reveals the possible existence of environmental conditions adverse to PURCHASER, PURCHASER may rescind this agreement and SELLER shall return any earnest money deposit to PURCHASER.

5. "AS IS": Except for the express warranties contained in paragraph 4 above, SELLER has sold THE PROPERTY "as is", making no representations or warranties concerning it of any kind or nature, except as is expressly set forth in this AGREEMENT.

6. INSPECTIONS: SELLER shall grant the PURCHASER right to enter the PROPERTY prior to purchase to carry out any necessary inspection including soil testing, environmental inspections and any other tests required in PURCHASER'S sole discretion. PURCHASER shall be responsible for any costs incurred to restore the PROPERTY to its prior condition. In the event that the results of such inspections and tests are deemed unsatisfactory to PURCHASER, in PURCHASER'S sole discretion, PURCHASER may rescind this agreement and SELLER shall return any earnest money deposit to PURCHASER.

7. TITLE AND POSSESSION: SELLER agrees to deliver at or before Closing a general Warranty Deed to THE PROPERTY conveying to PURCHASER marketable title to THE PROPERTY, free and clear of all mortgages, deeds of trusts, leases, encumbrances, liens, statutory rights, assessments, covenants, charges or adverse claims of any kind or character whatsoever, except for easements and restrictions of record that are otherwise acceptable to PURCHASER. SELLER shall deliver possession of THE PROPERTY to PURCHASER on the date of closing.

8. TITLE GUARANTEE: PURCHASER shall obtain a title guarantee commitment on the Property issued by a title company acceptable to SELLER. The title guarantee commitment will show marketable title to the Property and in accordance with the terms and conditions of this sale. The cost of the final title guarantee policy shall be paid for by the PURCHASER. PURCHASER shall approve or disapprove title to the Property within ten (10) days after receipt of the title guarantee commitment. If any defect in title is discovered during the examination of the title commitment by either PURCHASER or the lender of PURCHASER, PURCHASER shall furnish SELLER with a copy of the attorney's opinion which reflects such defect. Any matters reflected in the title commitment to which PURCHASER does not object shall be deemed to be "Permitted Exceptions". SELLER shall have a reasonable time to cure such a defect and SELLER shall bear the expense of curing the same. If efforts to cure any such defect fail, PURCHASER shall have the opportunity to rescind this purchase, or in the alternative may elect to close and take the title subject to such defect. In addition to the terms and conditions of this sale, the land title law of Iowa, and the title standards approved by the Iowa State Bar Association to the date of examination of title shall serve as a guide to marketability of title. SELLER shall pay costs of additional abstracting and/or title work due to acts of omission of SELLER, including transfer or death of SELLER or assigns. Prior to closing, PURCHASER may obtain an update of the title guaranty commitment.

9. TAXES AND OTHER ASSESSMENTS: SELLER shall pay 2020 and all prior general real estate taxes and special assessments, if any, on THE PROPERTY which are now due. Taxes for the year 2021 shall be prorated to the date of closing, on the basis of the most recent

assessed valuation and the most recent tax rate or levy available from the appropriate governing body at the time of closing. PURCHASER shall pay 2021 and all future real estate taxes, including any assessments, special or otherwise, assessed against THE PROPERTY arising after the date of closing.

10. DIVISION OF EXPENSES: The parties agree that the expenses in connection with the sale and purchase of THE PROPERTY shall be divided as follows:

- A. Attorney and Accounting fees: each party pays their own professional fees;
- B. Owner's Title Guaranty Premium: PURCHASER;
- C. Any additional title guaranty charges, including endorsements or charges for a Lender's Policy: PURCHASER;
- D. Cost of preparing and recording any documents necessary to correct any defects in title: SELLER;
- E. SELLER shall pay PURCHASER all sums necessary for the purchase of the documentary stamps required to be affixed to the warranty deed under Iowa law;
- F. Recording fees for recording Warranty Deed: PURCHASER.

11. DEFAULT AND REMEDIES:

A. Default. In the event either party fails to comply with any of the material terms hereof and the defaulting party fails to cure the same within fifteen (15) days after written notice to defaulting party from the other party specifying the nature thereof, said party shall be in default of this Agreement.

B. SELLER's Remedies. In the event the PURCHASER shall fail to consummate the closing of this transaction for any reason other than those provided herein, the SELLER may utilize such other legal and equitable remedies available to the SELLER by reason of such failure.

C. PURCHASER's Remedies. If SELLER defaults pursuant to Section 11.A., PURCHASER may exercise any rights and remedies available at law or equity, including, without limitation, specific performance of this Agreement. No remedy herein is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of any party in exercising any remedies or power accruing upon any event of default shall impair any remedies or power or shall be construed to be a waiver of any event of default or any acquiescence therein.

12. AUTHORITY: PURCHASER is a limited liability company duly organized and validly existing in good standing under the laws of the State of Nebraska. The person signing this Agreement for PURCHASER has authority to sign this Agreement as Manager on behalf of the PURCHASER.

13. PROVISIONS BINDING: The terms and provisions of this AGREEMENT shall be binding upon the PURCHASER and SELLER, and upon their heirs, devisees, legatees, personal representatives, successors and assigns.

14. COUNTERPARTS: In the interest of time, for purposes of this Agreement, facsimile signatures shall be treated as originals, and this AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

15. FURTHER ASSURANCES: Each of the parties hereto, without further consideration, agrees to execute and deliver such other documents and take such other action, whether prior to or subsequent to Closing, as may be necessary to more effectively consummate the intent and purpose of the AGREEMENT.

16. GOVERNING LAW: This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Iowa.

17. SEVERABILITY: If for any reason whatsoever, any one or more of the provisions of this AGREEMENT shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of this AGREEMENT inoperative, unenforceable, or invalid.

18. SURVIVAL AND NONMERGER: All terms, conditions, representations, and warranties contained in this AGREEMENT shall survive the execution hereof and the Closing hereunder, including, but not limited to, the execution and delivery of any deed related to THE PROPERTY to be conveyed hereunder, and shall not merge into any deed.

19. TIME OF ESSENCE: The parties agree that time is of the essence in the performance of their respective obligations hereunder.

20. WAIVER: Either PURCHASER or SELLER may, by written notice to the other, (a) extend the time for the performance of any of the obligations or other actions of the other under this AGREEMENT; (b) waive any inaccuracies in the representations or warranties of the other contained in this AGREEMENT or in any document delivered pursuant to this AGREEMENT; (c) waive compliance with any of the conditions or covenants of the other contained in this AGREEMENT; or (d) waive performance of any of the obligations of the other under this AGREEMENT. Except as provided in the preceding sentence, no action taken pursuant to this AGREEMENT, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants, or agreements contained in this AGREEMENT. The waiver by any party hereto of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provisions hereunder.

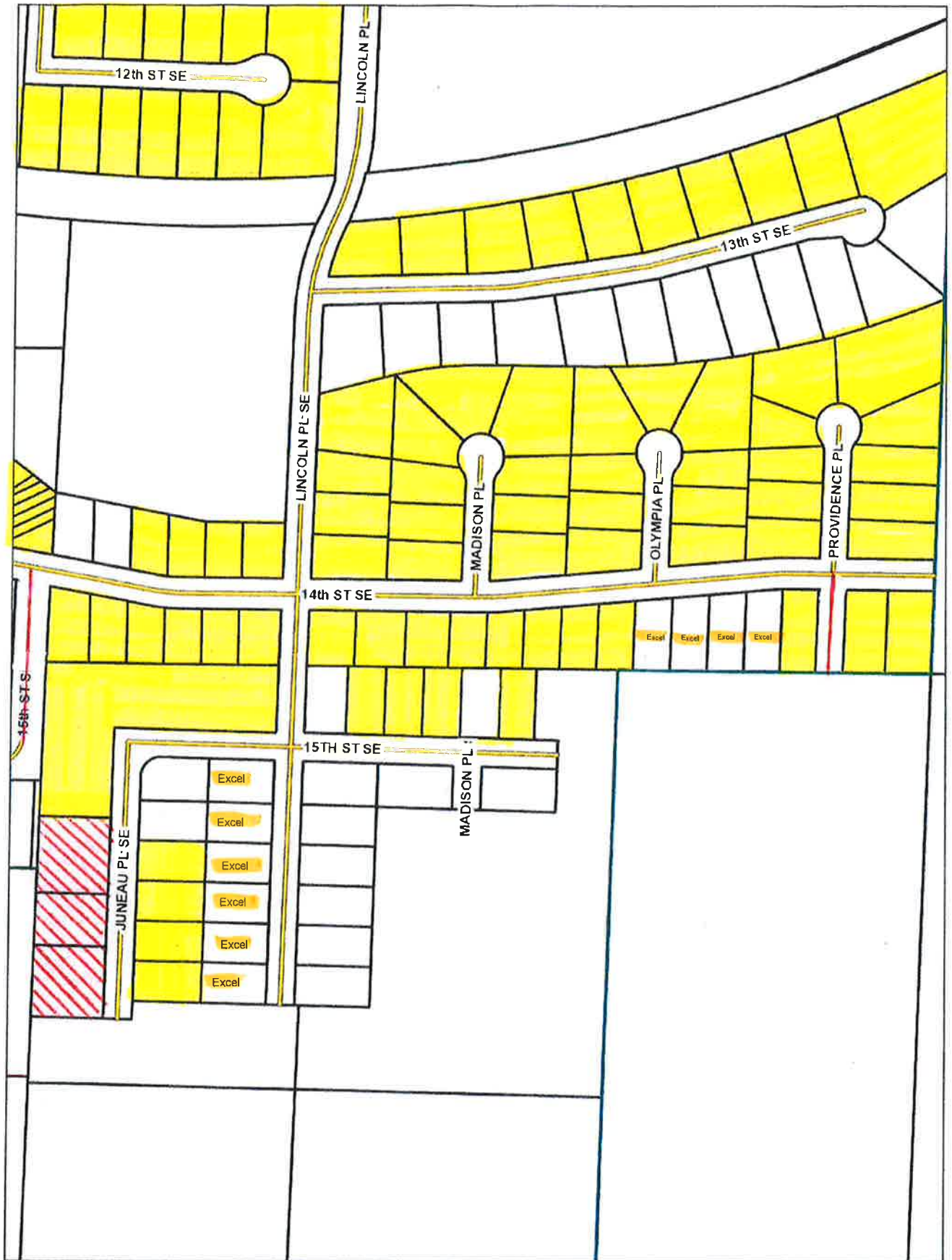
21. CONSTRUCTION: The parties hereto acknowledge and agree that each party has participated in the drafting of this AGREEMENT and that the normal rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not apply to the interpretation of this AGREEMENT. No inference in favor of, or against, any party shall be drawn by the fact that one party has drafted any portion hereof.

23. RISK OF LOSS: Risk of loss or damage to the Property shall rest with SELLER until the time of delivery of possession.

SELLER:

Notary Public

Notary Public





Account: 31868

Effective Date: 01/01/2020

Representative: Partners Health Insurance LLC (IA)

Group Number: 039002-0000

ORANGE CITY CITY OF



Wellmark Blue Cross Blue Shield of Iowa
Wellmark Health Plan of Iowa, Inc.
Independent Licensees of the Blue Cross and
Blue Shield Association

Notice of Renewal Rates

Health Benefits 1 Current *

Benefit Code:	EL3/GUT	- Alliance Select PPO Primary	01/01/2019
Deductible:	\$3000/\$9000		\$696.28
Coinsurance:	40% IN 50% OUT		\$1,385.11
OPM:	\$6000/\$12000	Employee:	\$1,283.24
Preventive:	Yes	Employee/Spouse:	\$2,056.20
OV Copay:	\$35/\$70	Employee/Child(ren):	
ER Copay:	\$250	Emp/Spouse/Child(ren):	
RX Description:	\$8/\$35/\$50/\$85/\$85 w/\$100/\$200 ded (waived for Tier 1)		

Health Benefits 1 Renewal

Benefit Code:	EL3/RFC	- Alliance Select PPO Primary	01/01/2020
Deductible:	\$3000/\$9000		\$755.22
Coinsurance:	40% IN 50% OUT		\$1,505.82
OPM:	\$6000/\$12000	Employee:	\$1,394.81
Preventive:	Yes	Employee/Spouse:	\$2,237.09
OV Copay:	\$35/\$70	Employee/Child(ren):	
ER Copay:	\$250	Emp/Spouse/Child(ren):	
RX Description:	\$8/\$35/\$50/\$85/\$85 w/\$100/\$200 ded (waived for Tier 1)		
% of Change:			8.72%

* This group's current benefit is no longer available. A benefit has been chosen as this group's renewal benefit and is shown above. If the group does not want to renew with this benefit, please ask about alternate options available to this group.

Account Key: 31868

Effective Date: 01/01/2020

Representative: Partners Health Insurance LLC (IA)

Group Number: 039002-0000

ORANGE CITY CITY OF



Wellmark Blue Cross Blue Shield of Iowa
Wellmark Health Plan of Iowa, Inc.
Independent Licensees of the Blue Cross and
Blue Shield Association

Alliance Select Primary Plans - Renewal Alternates

		Premiums based on 2-way census				Premiums based on 4-way census								
Health Code	Drug Code	Deductible Single/Family	Coinsurance IN OUT	Out Of Pocket Maximum Single/Family	IN OV Copays PCP Non PCP	Copay ER	Single Coverage 11	Family Coverage 26	Employee Only 11	Employee Spouse 10	Employee/Child(ren) 3	Emp/Sp/Child(ren) 13	Monthly Premium	Percent Change
<input type="checkbox"/> EUQ	RJC-D	\$500/\$1500	30% 40%	\$1000/\$3000	\$25 \$50	\$250	\$1,182.19	\$2,729.85	\$1,110.13	\$2,232.68	\$2,066.65	\$3,326.31	\$83,980.21	61.22%
<input type="checkbox"/> EKC	RJD-D	\$1000/\$3000	30% 40%	\$2000/\$6000	\$25 \$50	\$250	\$1,063.05	\$2,443.38	\$996.47	\$1,999.89	\$1,851.48	\$2,977.46	\$75,221.49	44.41%
<input type="checkbox"/> EKH	RJG-D	\$1500/\$4500	30% 40%	\$3000/\$9000	\$25 \$50	\$250	\$1,000.72	\$2,253.35	\$923.45	\$1,850.35	\$1,713.26	\$2,753.37	\$69,595.04	33.60%
<input type="checkbox"/> EKM	RJH-D	\$2000/\$6000	30% 40%	\$4000/\$12000	\$25 \$50	\$250	\$942.19	\$2,071.39	\$853.70	\$1,707.50	\$1,581.22	\$2,539.30	\$64,220.26	23.29%
<input type="checkbox"/> EKV	RFA-D	\$2500/\$7500	40% 50%	\$5000/\$12000	\$35 \$70	\$250	\$844.71	\$1,897.04	\$780.95	\$1,558.52	\$1,443.52	\$2,316.05	\$58,614.86	12.53%
<input type="checkbox"/> EL3	RFC-D	\$3000/\$9000	40% 50%	\$6000/\$12000	\$35 \$70	\$250	\$795.87	\$1,841.45	\$755.22	\$1,505.82	\$1,394.81	\$2,237.09	\$56,632.22	8.72%
<input type="checkbox"/> EL5	RFG-D	\$4000/\$12000	40% 50%	\$6350/\$12700	\$35 \$70	\$250	\$762.05	\$1,788.24	\$732.44	\$1,459.17	\$1,351.68	\$2,167.17	\$54,876.79	5.35%
<input type="checkbox"/> EL6	RFG-D	\$5000/\$12700	40% 50%	\$6350/\$12700	\$35 \$70	\$250	\$737.91	\$1,749.76	\$716.01	\$1,425.52	\$1,320.58	\$2,116.75	\$53,610.80	2.92%
<input type="checkbox"/> ELA	RFG-D	\$6350/\$12700	40% 50%	\$6350/\$12700	\$40 \$80	\$250	\$716.06	\$1,731.71	\$706.80	\$1,406.66	\$1,303.15	\$2,088.48	\$52,901.09	1.56%

Enough → Corridor?

Special Notes and Provisions: The "PCP In-Network Office Visit Copay" applies to chiropractors, physical therapists, occupational therapists, speech pathologists, mental health/chemical dependency services, and primary care practitioners defined as Advanced Registered Nurse Practitioners, General/Family Practitioners, Internists, Obstetricians/Gynecologists, Pediatricians, and Physician Assistants. The office copay applies to all services, except preventive, and is taken per practitioner per date of service. Infertility is excluded.

These plans have Blue Rx Complete drug card coverage. For more information, please see Wellmark Drug List.

Health and Drug Out of Pocket Maximums are aggregate.

D - \$8/\$35/\$50/\$85/\$85 w/\$100/\$200 ded (waived for Tier 1)

☐ 2-Way

☐ 4-Way

Effective Date of Change

Signature of Group Administrator**

Date

**Signature here acknowledges the plan(s) selected is correct and that the Disclosure exhibit has been read and understood.

Run Date: 10/16/2019 10:36 PM

Dear Mayor Dale, Council & employees,

Thank you for the beautiful
blooming orchid plant you sent for
Dwayne's funeral. It was so light &
delicate & added a breath of fresh
air to the day. Thank you for
your thoughtfulness.

Sincerely,

Cheryl Plender
Ronna & Lyle
Brent & Karla
Corey & Dawn
Blake & Maria