

NOTICE AND CALL OF COUNCIL MEETING

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

Date of Meeting: June 7, 2021

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:

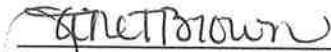
1. Meeting called to order
2. Opening ceremonies
3. Approval of agenda
4. Citizen comments
5. Approval of minutes
6. Iowa Department of Transportation Predesign Agreement for Primary Road Project
7. Electric Lineman position
8. Customer appreciation event conversation
9. RIDES contract
10. Liquor/Wine/Beer License renewal application
11. Native Wine Permit application
12. Administrative reports

Council Meeting
June 7, 2021
Page 2

13. Council comments

14. 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
June 7, 2021

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. It is suggested that if someone wishes to speak, we also ask for their residence. This time is intended for residents in the City limits.
5. The minutes of the May 17, 2021 council meeting are enclosed for your review. Exhibit 1
6. Management is recommending approval of the agreement with the Iowa DOT for the construction of a single lane roundabout at the intersection of Hwy 10 and St. Paul/Jay Avenue. Jason Klemme and Shane Tymkowicz with the Iowa DOT will be at the meeting to answer any questions. Exhibit 2
7. Staff has been advertising and interviewing candidates to fill the vacant position in the electric department. We are working with a quality candidate and will provide a recommendation at the council meeting.
8. This is time to discuss if the Council is interested in hosting a customer appreciation meal. An option for the meal would be on Wednesday, July 14 before the Community Band performance.
9. The contract with Rides expires at the end of June. Management recommends the extension of the contract beginning July 1. All services and responsibilities remain the same. The contract is again for \$15,000, paid in installments of \$3,750 quarterly.
10. We have received a renewal application from Fareway for a Class E Liquor/Class B Wine/Class C Beer permit. Everything is in order.
11. We have received an application from the new owners of Woudstra Meat Market for a Class B Native Wine permit. Everything is in order.
12. Administrative reports:

Scheduled Meetings:

June 21	Council Meeting, 4:30 P.M.
July 6	Council Meeting, 4:30 P.M.
July 14	Customer Appreciation (Tentative TBA)
July 19	Council Meeting, 4:30 P.M.
August 2	Council Meeting, 4:30 P.M.
August 16	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.

Earl Woudstra
City Office **712-707-4885**
Cell phone **712-737-7115**
Email **earlw@orangecityiowa.com**

The City Council met in semi-monthly session pursuant to adjournment at 4:30 o'clock P.M. on May 17, 2021. 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 Aaron Beadner, Rod De Boer, Daron De Jong, Steve Roesner, and Tony Vande Brake

Members Absent: None

Staff: Earl Woudstra, Janet Brown, Mark Gaul, Jim Pottebaum, Kurt Frederes, Kent Anderson, and Matt Van Schouwen

Guests: Doug Calsbeek

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

Citizen Comments: This time was provided for citizen comments and none were heard.

Approval of Minutes: The minutes of May 3, 2021 council meeting were presented. A motion was made by Council member Rod De Boer and duly seconded by Council member Aaron Beadner approving said minutes as published. On call of the roll motion carried. The vote was as follows: AYES: Rod De Boer, Aaron Beadner, Daron De Jong, Steve Roesner, Tony Vande Brake; NAYS: None.

Trails Grant Application: Earl reported that as part of a COVID relief funding package \$5M has been allocated to the state recreational trails program. He has prepared an application for just under two miles of trail that would lead to eight miles of connected trail. The proposed trail would connect the Dunlop Wildlife Area to the Puddle Jumper Trail and connecting the new MOC-FV elementary school to the Highway 10 trail. The estimated cost is \$979,000 with the grant application request of \$729,000 and City funding of \$250,000. A motion was made by Council member Steve Roesner and duly seconded by Council member Rod De Boer adopting a resolution endorsing the plan of a trail project, to provide for matching funds, and the trails maintenance and operation. On call of the roll motion carried. The vote was as follows: AYES: Steve Roesner, Rod De Boer, Aaron Beadner, Daron De Jong, Tony Vande Brake; NAYS: None. The resolution was assigned number 5-17-21-1964 and appears in the official resolution book.

Financial Report: The monthly financial report for April 2021, representing cash balances for all funds was presented, whereupon it was therefore moved by Council member Tony Vande Brake and duly seconded by Council member Aaron Beadner approving the monthly financial report as published. On call of the roll motion carried. The vote was as follows: AYES: Tony Vande Brake, Aaron Beadner, Rod De Boer, Daron De Jong, Steve Roesner; NAYS: None.

Monthly Bills: A Summary of Warrants report listing bills from April 20, 2021 through May 17, 2021 was presented. A motion was made by Council member Rod De Boer and duly seconded by Council member Tony Vande Brake approving the monthly bills, subject to audit. On call of the roll motion carried. The vote was as follows: AYES: Rod De Boer, Tony Vande Brake, Aaron Beadner, Daron De Jong, Steve Roesner; NAYS: None.

Public Hearing on the Fiscal Year 2020-2021 Budget Amendment: This being the time and place as advertised a public hearing was held to consider the fiscal year 2020-2021 budget amendment. The Mayor called for comments from members of the audience and no one was heard speaking for or against the proposed budget amendment. The Mayor then closed the time for the public hearing. The City Administrator reported that no written objections were filed. The Mayor then closed the time for the public hearing.

A motion was made by Council member Aaron Beadner and duly seconded by Council member Daron De Jong adopting a resolution approving the fiscal year 2020-2021 budget amendment. On call of the roll motion carried. The vote was as follows: AYES: Aaron Beadner, Daron De Jong, Rod De Boer, Steve Roesner, Tony Vande Brake; NAYS: None.

Ordinance No. 827 Water Conservation: Due to the high demand on our water system last year and the lack of rainfall this spring, management is proposing an updated ordinance to

better formalize conservation efforts. The proposed Ordinance No. 827 includes a three-tiered structure for reducing irrigation – water watch, water warning, and water emergency. A motion was made by Council member Tony Vande Brake and duly seconded by Council member Rod De Boer approving the first reading of proposed Ordinance No. 827, water conservation. On call of the roll motion carried. The vote was as follows: AYES: Tony Vande Brake, Rod De Boer, Aaron Beadner, Daron De Jong, Steve Roesner; NAYS: None.

A motion was made by Council member Rod De Boer and duly seconded by Council member Tony Vande Brake to waive the second and third readings of proposed Ordinance No. 827. On call of the roll motion carried. The vote was as follows: AYES: Rod De Boer, Tony Vande Brake, Aaron Beadner, Daron De Jong, Steve Roesner; NAYS: None.

A motion was made by Council member Tony Vande Brake and duly seconded by Council member Daron De Jong adopting Ordinance No. 827, water conservation. On call of the roll motion carried. The vote was as follows: AYES: Tony Vande Brake, Daron De Jong, Aaron Beadner, Rod De Boer, Steve Roesner; NAYS: None.

Mini-excavator Purchase: A motion was made by Rod De Boer and duly seconded by Council member Daron De Jong approving the purchase of a mini-excavator from Town & Country Implement for \$48,002. On call of the roll motion carried. The vote was as follows: AYES: Rod De Boer, Daron De Jong, Aaron Beadner, Steve Roesner, Tony Vande Brake; NAYS: None.

NIPCO Transmission Line Switch Upgrade Agreement: NIPCO, our electric transmission provider, is planning to upgrade a switch on their line south of town on K64, which will impact lines to Orange City and Alton. As part of our arrangement with NIPCO, the cost will be split between the two communities and NIPCO, \$63,080 to each entity. The work will be done in 2022 and will be included in the 2022-2023 budget. A motion was made by Council member Daron De Jong and duly seconded by Council member Aaron Beadner approving the NIPCO Transmission Line Switch Upgrade Agreement. On call of the roll motion carried. The vote was as follows: AYES: Daron De Jong, Aaron Beadner, Rod De Boer, Steve Roesner, Tony Vande Brake; NAYS: None.

Purchase of Property: A motion was made by Council member Rod De Boer and duly seconded by Council member Daron De Jong approving the purchase of 31.95 acres from Gordon Nyhof, located on Highway 10 east, just east and north of Pipestone Vet Clinic for \$28,500/acre. The Orange City Development Corporation will purchase the property and the City will pay the interest costs. On call of the roll motion carried. The vote was as follows: AYES: Rod De Boer, Daron De Jong, Aaron Beadner, Steve Roesner, Tony Vande Brake; NAYS: None.

Administrative Reports:

Scheduled Meetings:

June 7	Council Meeting, 4:30 P.M.
June 21	Council Meeting, 4:30 P.M.
July 6	Council Meeting, 4:30 P.M.
July 19	Council Meeting, 4:30 P.M.
August 2	Council Meeting, 4:30 P.M.
August 16	Council Meeting, 4:30 P.M.

Oral reports: Earl expressed appreciation for the work of the Tulip Festival Steering Committee; will be grilling brats and burgers on Friday to recognize efforts of employees to get ready for the festival. Kurt reported the State hearing on the annexation will be June 9. Mark shared the OCDC closed on selling 2.7 acres on May 7 to the Embree Group to build a 30,000 square foot supermarket to be leased to HyVee.

Council Comments: The Mayor called for comments from members of the Council and the following were heard. Everyone expressed gratitude for all the efforts of the steering committee, volunteers, and employees for the Tulip Festival.

Adjournment: No further business appearing it was therefore moved by Council member Rod De Boer and duly seconded by Council member Aaron Beadner to adjourn. On call of the roll motion carried. The vote was as follows: AYES: Rod De Boer, Aaron Beadner, Daron De Jong, Steve Roesner, Tony Vande Brake; NAYS: None. Adjournment time was 5:25 o'clock P.M.

July 2014

**IOWA DEPARTMENT OF TRANSPORTATION
Predesign Agreement
For Primary Road Project**

County	<u>Sioux</u>
City	<u>Orange City</u>
Project No.	<u>HSIPX-010-1(87)--3L-84</u>
Iowa DOT	
Agreement No.	<u>2021-P-109</u>
Staff Action No.	<u></u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Orange City, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to Iowa 10 within Sioux County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Construction of a single lane roundabout at the intersection of Iowa 10 and Jay Avenue. See Exhibit A for location. As part of the project lighting and pedestrian crossing pavement markings will be installed with the project at no costs to the City. Upon completion of the project the city will own, maintain, and be responsible for utility costs associated with powering the lights. The city will be responsible for painting the pavement crosswalks as needed following the completion of the project.

2. Funding Sources

- a. The following funding sources have been identified for the project:

HSIP	\$1.6 million
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3. Traffic Control

- a. Iowa 10 through-traffic will be maintained during the construction.
- b. The DOT will temporarily close the highway project area by formal action in accord with Iowa Code section 306.41. Iowa 10 through-traffic will be detoured off of the project. The LPA will authorize the DOT to erect and maintain signs within its jurisdiction, consistent with Part 6 of the "Manual on Uniform Traffic Control Devices", as necessary to direct traffic to and along said detour route during the construction period. The DOT will also remove said signs when the detour is discontinued. Details will be shown on the traffic control sheet(s) within the project plans. A separate detour agreement will

July 2014

be negotiated and the LPA will be eligible for compensation for the detour in accordance with the DOT Detour Policy.

- c. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.

4. Right of Way and Permits

- a. Subject to the provisions hereof, the LPA in accordance with 761 Iowa Administrative Code Chapter 150.3(1)c and 150.4(2) will remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA will also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.
- b. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.
- c. The LPA agrees to relocate all utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- d. With the exception of service connections no new or future utility occupancy of project right of way, nor any future relocations of or alterations to existing utilities within said right of way will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.
- e. The LPA shall be responsible for providing, without cost to the DOT, any right of way for the project which involves dedicated streets or alleys, and any other LPA-owned lands which are required for the project, subject to the condition that the DOT shall reimburse the LPA for the value of LPA-owned improvements situated on such other LPA-owned lands. The LPA has apprised itself of the value of these lands, and as a portion of their participation in the project, voluntarily agrees to make such lands available without further compensation. The DOT shall be responsible for acquisition of all other right of way.
- f. In connection with this project any real estate and rights to real estate necessary for right of way at the connection of any public road and a primary highway project, any access road or frontage road, or any permanent utility easements which are or which will be under the jurisdiction of the LPA may be acquired by the DOT, for and in the name of the LPA. Where acquired by contract the LPA will receive title from the contract seller and the LPA will accept title thereto. Where acquired by condemnation, a single joint condemnation proceeding will be instituted by the DOT to acquire real estate or rights in real estate needed by the LPA for the LPA and to acquire real estate or rights in real estate needed by the DOT for the DOT.
- g. Access rights may be acquired by the DOT along all public road intersections within the project limits. Access rights, if acquired, will be in the name of the State of Iowa. The acquisition of access rights will be in accordance with 761 Iowa Administrative Code Chapter 112 and the DOT Access

Management Policy. If access rights are required, the LPA shall not permit any third party to use the controlled portion of the side road without the prior written consent from the DOT. If the LPA feels that it is in the best interest of the parties involved to modify the access rights in any way, they may petition the DOT District 3 Engineer to do so.

5. Construction & Maintenance

- a. A future Preconstruction Agreement will be negotiated between the DOT and LPA to further define project responsibilities and cost sharing.
- b. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- c. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

July 2014

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2021-P-109 as of the date shown opposite its signature below.

CITY OF ORANGE CITY:

By: _____ Date _____, 20____.
Title: Mayor

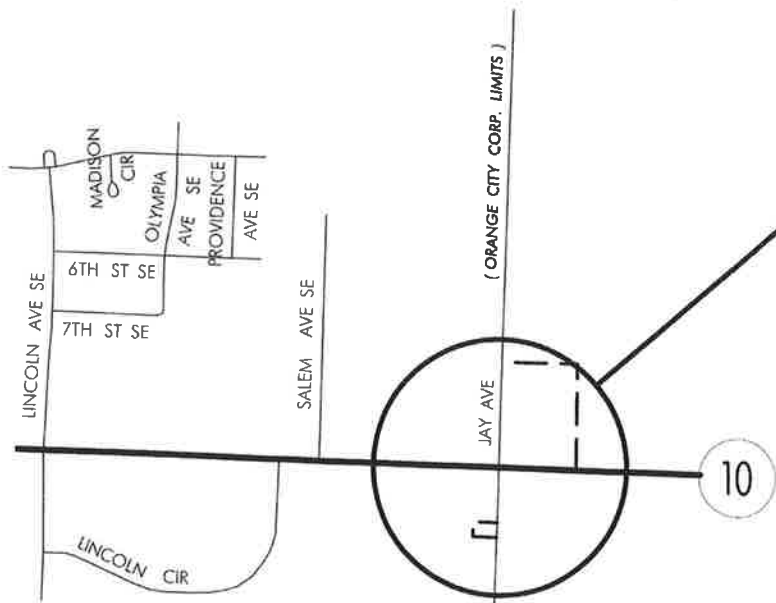
I, _____, certify that I am the Clerk of the City, and that
_____, who signed said Agreement for and on behalf of
the City was duly authorized to execute the same on the ____ day of _____, 20____.

Signed: _____
City Clerk of Orange City, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
Tony G. Lazarowicz
District Engineer
District 3

Exhibit A



PROJECT LOCATION
STA. 60+25
MP 26.71