

NOTICE AND CALL OF COUNCIL MEETING

Governmental Body:	The City Council of City of Orange City, Iowa
Date of Meeting:	March 18, 2024
Time of Meeting:	4:30 o'clock P.M.
Place of Meeting:	Council Chambers, City Hall, 125 Central Ave SE Orange City, Iowa

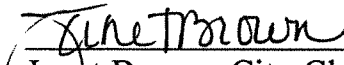
PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for said meeting is as follows:

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. Ordinance No. 848, establishing street grades for the 2024 City of Orange City Delaware Avenue and 2nd Street Reconstruction Project
9. Sidewalk ordinance update
10. Law enforcement mutual aid 28E agreement
11. Resolution ordering construction of the City Hall Parking Lot Project and setting public hearing date
12. Special Event Permit

Council Meeting
March 18, 2024
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13. Strategic planning update
14. Administrative reports
15. Council comments
16. 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
March 18, 2024

1. The meeting will be called to order by Mayor Pro-Tempore Rod De Boer 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 March 4, 2024 council meeting is 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 February 20 through March 18, 2024 is enclosed for your review. Exhibit 3
8. This will be the second reading of proposed Ordinance No. 848, establishing street grades for the 2024 Delaware Ave and 2nd Street Reconstruction Project.
9. Staff will review the process going forward for sidewalk use for the display of merchandise and casual use areas for food and beverage. Exhibit 4 is the agreement that will be required to be signed by downtown businesses interested in a permit for "Alcohol Service Area Extension" agreements.
10. Sioux County Sheriff and the four police departments in Sioux County are interested in creating a 28E agreement for mutual aid. Mutual aid is not something new for county law enforcement, but the 28E is intended to put on paper current practice. Exhibit 5
11. Plans are complete for the paving of the city hall parking lot. We plan to accept bids and award the project at the April 15 council meeting. As part of this process, we will need to schedule a public hearing to consider plans and specifications and estimate of cost. The project is scheduled to be completed this summer/fall and is estimated to cost \$145,000.
12. We have received a Special Event Permit Application from the Chamber for KONINGSDAG (Kings Day Celebration). They are requesting closing Central Avenue from 1st to 2nd North similar to farmer's market set up. They would also like to have a kids parade around Windmill Park. Exhibit 6
13. Review and updates of strategic priorities identified at the November strategic planning session.

14. Administrative reports:

Scheduled Meetings/Important Dates:

April 1	Special Budget Hearing, 4:15 P.M.
April 1	Council Meeting, 4:30 P.M.
April 15	Council Meeting, 4:30 P.M.
May 6	Council Meeting, 4:30 P.M.
May 16-18	Tulip Festival
May 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.

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

Council Meeting
March 4, 2024

The City Council met in semi-monthly session pursuant to adjournment at 4:30 o'clock P.M. on March 4, 2024. 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 Daryl Beltman, Olivia Chapman, Rod De Boer, Daron De Jong, and Bret Walinga

Members Absent: None

Staff: Earl Woudstra, Janet Brown, Kurt Frederes, Darren Wielenga, Audley De Jong, and Ryan Mc Ewen

Guests: Doug Calsbeek, Anzehlika Surzhykova, Michael and McKenzie Kuiken, Joe Clarey, Josh Van Es, Mark Nyhoff, and Jennie Droog

Agenda: A motion was made by Council member Olivia Chapman and duly seconded by Council member Daron De Jong approving the tentative agenda, with the addition of Sidewalk Trail, as the official agenda. On call of the roll motion carried. The vote was as follows: AYES: Olivia Chapman, Daron De Jong, Daryl Beltman, Rod De Boer, Bret Walinga; NAYS: None.

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

Approval of Minutes: The minutes of the February 19, 2024 council meeting were presented. A motion was made by Council member Daryl Beltman and duly seconded by Council member Rod De Boer approving said minutes as published. On call of the roll motion carried. The vote was as follows: AYES: Daryl Beltman, Rod De Boer, Olivia Chapman, Daron De Jong, Bret Walinga; NAYS: None.

Resolution of Necessity for the 2024 City of Orange City Delaware Avenue and 2nd Street Reconstruction Project: This was the time and place as advertised to hold a public hearing to consider the proposed resolution of necessity for the 2024 City of Orange City Delaware Avenue and 2nd Street Reconstruction Project. The Mayor called for comments from members of the audience and no one was heard speaking for or against the project. No written objections were filed. The Mayor then closed the time for the public hearing.

A motion was made by Council member Daron De Jong and duly seconded by Council member Bret Walinga adopting the resolution of necessity. On call of the roll motion carried. The vote was as follows: AYES: Daron De Jong, Bret Walinga, Daryl Beltman, Olivia Chapman, Rod De Boer; NAYS: None. The resolution was assigned number 3-4-24-2092 and appears in the official resolution book. Records are kept in Appendix 21.

A motion was made by Council member Daryl Beltman and duly seconded by Council member Olivia Chapman adopting a resolution directing the preparation of detailed plans and specifications, form of contract and notice to bidders. On call of the roll motion carried. The vote was as follows: AYES: Daryl Beltman, Olivia Chapman, Rod De Boer, Daron De Jong, Bret Walinga; NAYS: None. The resolution was assigned number 3-4-24-2093 and appears in the official resolution book. Records are kept in Appendix 21.

A motion was made by Council member Olivia Chapman and duly seconded by Council member Rod De Boer adopting a resolution ordering bids, approving plans, specifications, form of contract and related matters. On call of the roll motion carried. The vote was as follows: AYES: Olivia Chapman, Rod De Boer, Daryl Beltman, Daron De Jong, Bret Walinga; NAYS: None. The resolution was assigned number 3-4-24-2094 and appears in the official resolution book. Records are kept in Appendix 21.

Ordinance No. 848, Establishing Street Grades for the 2024 City of Orange City Delaware Avenue and 2nd Street Reconstruction Project: A motion was made by Council member Daryl Beltman and duly seconded by Council member Daron De Jong approving the first reading of proposed Ordinance No. 848, an ordinance establishing the street grades for the 2024 City of Orange City Delaware Avenue and 2nd Street Reconstruction Project. On call of the roll motion carried. The vote was as follows: AYES: Daryl Beltman, Daron De Jong, Olivia Chapman, Rod De Boer, Bret Walinga; NAYS: None.

Third Reading of Ordinance No. 847, Amending Chapter 136, Sidewalk Regulations: Proposed Ordinance No. 847, an ordinance regulating the display of merchandise on sidewalks

and sidewalk cafés in the downtown commercial area that will require maintaining a minimum 5' clearance for pedestrian traffic on the sidewalk, keeping displays and café's next to the building. Josh Van Es and Joe Clarey, owners of Craft Central, expressed concern with not being able to keep their current layout of retail sales, which is retail items next to the building and next to the street with a walking path in between. They also shared that it would be difficult for them to move their items during Tulip Festival. They also wanted the dates to be extended, March 15 to November 15 was discussed. Daryl and Olivia expressed the need to work with the request of Craft Central. Due to lack of a motion for the third reading Ordinance No. 847 failed and is considered defeated.

Beck Engineering Dutch Front Reimbursement: A motion was made by Council member Rod De Boer and duly seconded by Council member Daron De Jong approving the Dutch front reimbursement of \$45,432.00, which includes the 5% engineering reimbursement of \$4,130.00 to Beck Engineering. They chose to construct a Dutch front on only the front and back of the building instead of all four sides which brought the cost down from the originally approved max funds. On call of the roll motion carried. The vote was as follows: AYES: Rod De Boer, Daron De Jong, Daryl Beltman, Olivia Chapman, Bret Walinga; NAYS: None.

Special Event Permits: A motion was made by Council member Olivia Chapman and duly seconded by Council member Daron De Jong approving the Special Event Permits for the Orange City Arts Council OnStage free music concerts in Windmill Park on Wednesday evenings June 5 through August 14 and the Chamber's Easter egg hunt in Windmill Park on March 30. On call of the roll motion carried. The vote was as follows: AYES: Olivia Chapman, Daron De Jong, Daryl Beltman, Rod De Boer, Bret Walinga; NAYS: None.

Liquor License Applications: A motion was made by Council member Daryl Beltman and duly seconded by Council member Bret Walinga approving the renewal application for a Special Class C Retail Alcohol License (BW) as submitted by Holland Plaza Theater and an application for a Class B Retail Alcohol License from Woudstra Meat Market at Highland Post. On call of the roll motion carried. The vote was as follows: AYES: Daryl Beltman, Bret Walinga, Olivia Chapman, Rod De Boer, Daron De Jong; NAYS: None.

Sidewalk/Trail – Dunlop Trail to Roundabout: The Council discussed constructing a sidewalk/trail along St. Paul Avenue from Dunlop Trail to the roundabout to provide a safe path for kids to the new MOC-FV Elementary School. Daron would like to start the process. Earl shared there are preliminary bids for the project and reviewed there is \$700,000 of GO Bonds budgeted for the next couple years, which was intended to be used for trails and a new shelter house. Rod questioned where this is at on the strategic planning priority list and if traffic should be slowed down on St. Paul Avenue. Olivia questioned if any grants would be available. After some discussion, a motion was made by Council member Daron De Jong and duly seconded by Council member Olivia Chapman to engage an engineer to develop plans and specifications to proceed with the bidding of this project. On call of the roll motion carried. The vote was as follows: AYES: Daron De Jong, Olivia Chapman, Daryl Beltman, Bret Walinga; NAYS: Rod De Boer.

Administrative Reports:

Scheduled Meetings/Important Dates:

March 18	Council Meeting, 4:30 P.M.
April 1	Special Budget Hearing, 4:15 P.M.
April 1	Council Meeting, 4:30 P.M.
April 15	Council Meeting, 4:30 P.M.
May 6	Council Meeting, 4:30 P.M.
May 20	Council Meeting, 4:30 P.M.

Oral reports: Earl shared work has begun in the gym in preparation for the night show – painting, repairs and restructuring of the crow's nest, removing the portable bleachers to store until they will be used for Tulip Festival; debris from the Egldorf house fire has been cleaned up from the old airport, still working on cleanup of the lot; received a sponsor request for the Sioux County Fair; Mars Construction was given a not to exceed amount of \$25,000 on repairs at the pool shelter house and pool building.

Council Comments: The Mayor called for comments from members of the Council and the following were heard. Daron wished both boys basketball teams good luck at state.

Adjournment: No further business appearing it was therefore moved by Council member Daron De Jong and duly seconded by Council member Daryl Beltman to adjourn. On call of the roll motion carried. The vote was as follows: AYES: Daron De Jong, Daryl Beltman, Olivia Chapman, Rod De Boer, Bret Walinga; NAYS: None. Adjournment time was 5:13 o'clock P.M.

TREASURER'S MONTHLY REPORT

Exhibit 2

City of Orange City, Iowa

Month Ended FEBRUARY 29, 2024

	On Hand Last Report	Received	Disbursed	Clerk's Balance	O/S Checks	Treas. Balance
General	\$ 2,515,035.87	\$235,090.61	\$433,810.29	\$ 2,316,316.19	\$123,696.67	\$2,440,012.86
Library	271,597.94	\$43,837.42	\$44,696.16	270,739.20	\$7,618.73	\$278,357.93
USDA- IRP Loan	65,159.03	\$2,455.75		67,614.78		67,614.78
Cemetery Fund	37,779.03	5,235.00	5,592.35	37,421.68		37,421.68
Cemetery Fund- Perpetual Care	133,104.56	225.00		133,329.56		133,329.56
USDA- Revolving Loan Fund	488,875.39	6,803.84		495,679.23		495,679.23
Road Use Tax	1,206,606.94	64,663.29		1,271,270.23		1,271,270.23
Hotel/Motel Sales Tax	225,579.30	41,300.59		266,879.89		266,879.89
Tax Increment Financing						
Hawkeye TIF-125	22,167.60	1,736.40		23,904.00		23,904.00
Event Center TIF-126	12,769.99			12,769.99		12,769.99
Housing TIF-127	(16,807.79)	6,516.10		(10,291.69)		(10,291.69)
Industrial Park TIF-128	232,533.21	1,757.46		234,290.67		234,290.67
Debt Service	1,199,729.75	8,095.29		1,207,825.04		1,207,825.04
Capital Projects:						
Hawkeye Capital Project-301	185,533.53			185,533.53		185,533.53
Event Center Capital Project-302	465,389.22			465,389.22		465,389.22
Housing Capital Project-304	1,208,859.12			1,208,859.12		1,208,859.12
Industrial Park Capital Project-305	811,648.73			811,648.73		811,648.73
Delaware & 2nd Street Project- 306	(17,065.00)		34,883.75	(51,948.75)		(51,948.75)
School Project- MOC-FV-308	(413,962.48)		248.00	(414,210.48)		(414,210.48)
Puddlejumper Trail Park Project-310	(401,819.14)			(401,819.14)		(401,819.14)
18th Street -311	(1,175,125.19)		1,274.00	(1,176,399.19)		(1,176,399.19)
Hwy 10 3rd Turn Lane Project-312	(100,440.00)			(100,440.00)		(100,440.00)
14th Street Extension Project-313	(1,994,049.36)			(1,994,049.36)		(1,994,049.36)
Payroll Clearing	101,632.02		3,346.95	98,285.07	7,047.13	105,332.20
Electric	3,158,418.55	652,763.59	898,648.67	2,912,533.47	2,576.66	2,915,110.13
Water	5,150,233.27	131,768.16	565,923.05	4,716,078.38	531.11	4,716,609.49
Sewer	2,663,286.83	123,912.81	48,663.94	2,738,535.70	163.34	2,738,699.04
Gas	1,002,635.83	585,324.01	511,641.99	1,076,317.85	252.30	1,076,570.15
Total	\$ 17,039,306.75	\$1,911,485.32	\$2,548,729.15	\$16,402,062.92	\$141,885.94	\$16,543,948.86

INVESTMENTS		
FUND	This Report	Last Report
General	\$40,000	40,000
Library		
Debt Service		
Road Use Tax		
Event Center		

Electric:
Bond & Interest Sinking Fund
Bond & Interest Reserve Fund
Capital Reserve Fund

Water:
Bond & Interest Sinking Fund
Bond & Interest Reserve Fund
Capital Reserve Fund

Sewer:
Bond & Interest Sinking Fund 20,000 20,000
Bond & Interest Reserve Fund
Capital Reserve Fund

Gas:
Bond & Interest Sinking Fund
Bond & Interest Reserve Fund
Capital Reserve Fund

Total	\$60,000	\$60,000	
FUNDS INVESTED IN:	Amount	%	Max. %
Certificates of Deposit	0	0.0	100
IA Public Agency Investment Trust	60,000	100.0	50
Total Funds Invested	\$60,000	100.0	

MATURITIES:	Amount	%	Min. %
Under 40 days	60,000	100.0	10.0
Under 90 days	60,000	100.0	20.0
Under 270 days	60,000	100.0	50.0
Under 1 year	60,000	100.0	90.0
*Under 18 months	60,000	100.0	100.0

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


City Treasurer



City of Orange City

Expense Approval Report

By Vendor Name

Payment Dates 3/1/2024 - 3/14/2024

Vendor Name	Description (Item)	Amount
Vendor: 00005 - A & M LAUNDRY A & M LAUNDRY	Laundry Supplies	34.52
Vendor 00005 - A & M LAUNDRY Total:		34.52
Vendor: 00015 - Agri Vision Equipment Group Agri Vision Equipment Group	Wiper Motor for JD Payloade	919.70
Vendor 00015 - Agri Vision Equipment Group Total:		919.70
Vendor: 00016 - AgState AgState AgState	Fuel Fuel	1,205.38 2,318.53
Vendor 00016 - AgState Total:		3,523.91
Vendor: 00017 - AHLERS COONEY DORWEILER AHLERS COONEY DORWEILE	Legal Services- Union	7,814.84
Vendor 00017 - AHLERS COONEY DORWEILER Total:		7,814.84
Vendor: 00019 - Alex Air Apparatus 2 LLC. Alex Air Apparatus 2 LLC. Alex Air Apparatus 2 LLC.	Gear Cleaning Supplies Adapter Fitting for OCFD	76.00 164.06
Vendor 00019 - Alex Air Apparatus 2 LLC. Total:		240.06
Vendor: 00025 - Alpha Wireless Co. Alpha Wireless Co.	Service Call - Police Radios	282.00
Vendor 00025 - Alpha Wireless Co. Total:		282.00
Vendor: 00035 - AMERICAN RED CROSS AMERICAN RED CROSS	Facility Fee - POOL	300.00
Vendor 00035 - AMERICAN RED CROSS Total:		300.00
Vendor: 00043 - Anthem Sports LLC Anthem Sports LLC	Soccer Nets	189.90
Vendor 00043 - Anthem Sports LLC Total:		189.90
Vendor: 00044 - Aramark Inc Aramark Inc Aramark Inc Aramark Inc Aramark Inc	Cleaning Supplies- Event Center Supplies- Event Center Supplies for Event Center Supplies for Event Center	456.39 456.39 456.39 456.39
Vendor 00044 - Aramark Inc Total:		1,825.56
Vendor: 00049 - ARNOLD MOTOR SUPPLY ARNOLD MOTOR SUPPLY	Vehicle Maintenance Supplie	298.95

Expense Approval Report

Payment Dates: 3/1/2024 - 3/14/2024

Vendor Name	Description (Item)	Amount
ARNOLD MOTOR SUPPLY	Vehicle Maintenance Supplie	233.65
ARNOLD MOTOR SUPPLY	Vehicle Maintenance Supplie	402.42
ARNOLD MOTOR SUPPLY	Vehicle Maintenance Supplie	38.37
ARNOLD MOTOR SUPPLY	Vehicle Maintenance Supplie	362.49
ARNOLD MOTOR SUPPLY	Vehicle Maintenance Supplie	61.26
Vendor 00049 - ARNOLD MOTOR SUPPLY Total:		1,397.14
Vendor: 00069 - Beck Engineering Inc. Beck Engineering Inc.	Dutch Store Front	45,432.00
Vendor 00069 - Beck Engineering Inc. Total:		45,432.00
Vendor: 00097 - BOMGAARS SUPPLY BOMGAARS SUPPLY	Supplies - Light Acct 014-380 -0	182.77
BOMGAARS SUPPLY	Supplies- Acct 014-002-0	136.92
BOMGAARS SUPPLY	Supplies- Acct 014-002-0	135.42
BOMGAARS SUPPLY	Supplies- Acct 014-002-0	213.82
BOMGAARS SUPPLY	Supplies- Acct 014-002-0	241.14
BOMGAARS SUPPLY	Supplies- Acct 014-002-0	148.02
BOMGAARS SUPPLY	Supplies- Acct 014-002-0	454.21
Vendor 00097 - BOMGAARS SUPPLY Total:		1,512.30
Vendor: 00151 - Cannon Technologies Inc. Cannon Technologies Inc.	Annual Software Support- AMI Meters	12,192.65
Vendor 00151 - Cannon Technologies Inc. Total:		12,192.65
Vendor: 00155 - Catalyst Solutions Inc. Catalyst Solutions Inc.	IT Monthly Contract	3,610.02
Vendor 00155 - Catalyst Solutions Inc. Total:		3,610.02
Vendor: VEN01343 - CCP Industries Inc. CCP Industries Inc.	Cleaning Supplies	253.64
Vendor VEN01343 - CCP Industries Inc. Total:		253.64
Vendor: 00163 - CENTURY BUSINESS PRODUCTS CENTURY BUSINESS PRODUCTS CENTURY BUSINESS PRODUCTS	Toner for Copier Service Contract on Copier	115.19 603.79
Vendor 00163 - CENTURY BUSINESS PRODUCTS Total:		718.98
Vendor: 00169 - CHESTERMAN CO. CHESTERMAN CO.	Pop- Event Center	37.50
Vendor 00169 - CHESTERMAN CO. Total:		37.50

Expense Approval Report

Payment Dates: 3/1/2024 - 3/14/2024

Vendor Name	Description (Item)	Amount
Vendor: 00209 - CULLIGAN WATER CONDITIONING CULLIGAN WATER CONDITIONING	Softner Repair at Fire Station	192.60
Vendor 00209 - CULLIGAN WATER CONDITIONING Total:		192.60
Vendor: VEN01341 - D & K Door LLC D & K Door LLC	Repair Door at Water Shop	98.98
Vendor VEN01341 - D & K Door LLC Total:		98.98
Vendor: 00214 - D & L PLUMBING & HEATING D & L PLUMBING & HEATING D & L PLUMBING & HEATING D & L PLUMBING & HEATING	Supplies- Fire Department Water Line Repair Service Call to City Hall	200.05 109.42 104.43
Vendor 00214 - D & L PLUMBING & HEATING Total:		413.90
Vendor: 00218 - DAKOTA RIGGERS & TOOL SUPPLY DAKOTA RIGGERS & TOOL SUPPLY	Inspection and Replacement - Nylon Slings	723.38
Vendor 00218 - DAKOTA RIGGERS & TOOL SUPPLY Total:		723.38
Vendor: 00220 - Dan's Tree Service Dan's Tree Service	Tree Removal - Ash Trees- Bi	11,450.00
Vendor 00220 - Dan's Tree Service Total:		11,450.00
Vendor: VEN01237 - Darrick Heikes Darrick Heikes	Help at Event Center	250.00
Vendor VEN01237 - Darrick Heikes Total:		250.00
Vendor: 00232 - DEJONG OIL AND REPAIR INC DEJONG OIL AND REPAIR INC	Repairs to Payloader- Fuel Pump	4,491.76
Vendor 00232 - DEJONG OIL AND REPAIR INC Total:		4,491.76
Vendor: 00254 - DGR Engineering DGR Engineering DGR Engineering	Engineering Expense- Electri Engineering- MOC-FV School Project	248.00 134.00
Vendor 00254 - DGR Engineering Total:		382.00
Vendor: 00256 - DIAMOND VOGEL PAINT DIAMOND VOGEL PAINT	Paint Supplies	612.06
Vendor 00256 - DIAMOND VOGEL PAINT Total:		612.06
Vendor: 00277 - Dutch American Museum Dutch American Museum Dutch American Museum	Budget Payment for FY 24 Budget Payment for FY 24	5,000.00 2,500.00
Vendor 00277 - Dutch American Museum Total:		7,500.00

Expense Approval Report

Payment Dates: 3/1/2024 - 3/14/2024

Vendor Name	Description (Item)	Amount
Vendor: 00282 - Dutch Inn & Suites Dutch Inn & Suites	Hotel Reimbursement 3% 4th Qtr 2023	2,865.91
Vendor 00282 - Dutch Inn & Suites Total:		2,865.91
Vendor: 00263 - DUTCHMART FOODS DUTCHMART FOODS	Supplies	159.90
Vendor 00263 - DUTCHMART FOODS Total:		159.90
Vendor: 00300 - ED M FELD EQUIPMENT CO INC ED M FELD EQUIPMENT CO INC	Tank Saver- OCFD	116.25
ED M FELD EQUIPMENT CO INC	One set of Bunker gear- OCF	3,122.50
Vendor 00300 - ED M FELD EQUIPMENT CO INC Total:		3,238.75
Vendor: 00331 - FAREWAY STORES INC FAREWAY STORES INC FAREWAY STORES INC FAREWAY STORES INC	Supplies- City Acct Supplies- Event Center Acct Supplies- Event Center Acct	9.99 134.40 21.30
Vendor 00331 - FAREWAY STORES INC Total:		165.69
Vendor: 00356 - FOREMAN TIRE SERVICE FOREMAN TIRE SERVICE	Repair Grader Tire	123.60
Vendor 00356 - FOREMAN TIRE SERVICE Total:		123.60
Vendor: 00358 - Foundation Analytical Laboratory Inc. Foundation Analytical Laboratory Inc. Foundation Analytical Laboratory Inc.	Water Testing Water Testing	296.50 127.75
Vendor 00358 - Foundation Analytical Laboratory Inc. Total:		424.25
Vendor: 00371 - Gale/CENGAGE Learning Gale/CENGAGE Learning	Books	79.72
Vendor 00371 - Gale/CENGAGE Learning Total:		79.72
Vendor: 00407 - Group Resources of Iowa LLC Group Resources of Iowa LL	Manage Health Plan	526.25
Vendor 00407 - Group Resources of Iowa LLC Total:		526.25
Vendor: 00422 - Harlow Inc. Harlow Inc. Harlow Inc.	Cleaning Services at Event Center Cleaning at Event Center	481.50 736.16
Vendor 00422 - Harlow Inc. Total:		1,217.66
Vendor: 00428 - HAWKINS INC. HAWKINS INC. HAWKINS INC.	Chemicals Chemicals	2,734.06 1,488.38

Expense Approval Report

Payment Dates: 3/1/2024 - 3/14/2024

Vendor Name	Description (Item)	Amount
HAWKINS INC.	Chemicals	10.00
Vendor 00428 - HAWKINS INC. Total:		4,232.44
Vendor: 00438 - Heiman Fire Equipment	Fire Ext Inspection at Event Cente	1,027.00
Heiman Fire Equipment	Fittings for OCFD	140.66
Vendor 00438 - Heiman Fire Equipment Total:		1,167.66
Vendor: 00446 - HIEMSTRA LAWN CARE	Snow Removal	160.00
HIEMSTRA LAWN CARE	Snow Removal	150.00
HIEMSTRA LAWN CARE	Snow Removal	65.00
HIEMSTRA LAWN CARE	Snow Removal	140.00
HIEMSTRA LAWN CARE	Snow Removal	235.00
HIEMSTRA LAWN CARE	Snow Removal	100.00
HIEMSTRA LAWN CARE	Snow Removal	215.00
HIEMSTRA LAWN CARE	Snow Removal	180.00
HIEMSTRA LAWN CARE	2024 Fertilizer Plans for all City Property	5,474.00
HIEMSTRA LAWN CARE	2024 Fertilizer Plans for all City Property	3,272.00
HIEMSTRA LAWN CARE	2024 Fertilizer Plans for all City Property	1,121.00
HIEMSTRA LAWN CARE	2024 Fertilizer Plans for all City Property	1,760.00
HIEMSTRA LAWN CARE	2024 Fertilizer Plans for all City Property	247.00
Vendor 00446 - HIEMSTRA LAWN CARE Total:		13,119.00
Vendor: 00457 - Hoffman Filter Service LLC	Oil Filter Disposal Fee	65.00
Hoffman Filter Service LLC		65.00
Vendor 00457 - Hoffman Filter Service LLC Total:		65.00
Vendor: 00469 - Hubers Plbg & Heating	Gas Pipe	78.65
Hubers Plbg & Heating		78.65
Vendor 00469 - Hubers Plbg & Heating Total:		78.65
Vendor: 00498 - IA PARKS & RECREATION ASSN	CPO School - Pool	535.00
IA PARKS & RECREATION ASS		535.00
Vendor 00498 - IA PARKS & RECREATION ASSN Total:		535.00
Vendor: VEN01041 - INTERNAL REVENUE SERVICE	Medicare Taxes	3,116.26
INTERNAL REVENUE SERVICE	Social Security Taxes	13,324.80
INTERNAL REVENUE SERVICE	Federal Withholding	9,125.29
INTERNAL REVENUE SERVICE		25,566.35
Vendor VEN01041 - INTERNAL REVENUE SERVICE Total:		25,566.35

Expense Approval Report

Vendor Name	Description (Item)	Amount
Vendor: 00520 - Iowa Department of Transp.		
Iowa Department of Transp.	Rock Salt	3,694.31
		3,694.31
Vendor: 00524 - IOWA INFORMATION INC.		
IOWA INFORMATION INC.	Advertising	2,398.00
		2,398.00
Vendor: 00533 - IOWA UTILITIES BOARD		
IOWA UTILITIES BOARD	Filing Fee of MG-1 Report	11.90
		11.90
Vendor: 00541 - JACK'S UNIFORMS AND EQUIPMENT		
JACK'S UNIFORMS AND EQUIPMENT	Police Uniforms	155.89
JACK'S UNIFORMS AND EQUIPMENT	Police Uniforms	286.90
JACK'S UNIFORMS AND EQUIPMENT	Police Equipment	56.94
		499.73
Vendor: VEN01195 - Jade & Beck Company		
Jade & Beck Company	Engineering Services	9,010.00
Jade & Beck Company	Engineering Services	5,092.00
Jade & Beck Company	Engineering Services	22,800.50
Jade & Beck Company	Engineering Services	212.00
Jade & Beck Company	Engineering Services	920.00
		38,034.50
Vendor: 00547 - JANITORS CLOSET		
JANITORS CLOSET	Dish Washer at Event Center	95.00
JANITORS CLOSET	Cleaning Supplies- Event Center	195.85
JANITORS CLOSET	Supplies for Event Center	61.94
		352.79
Vendor: 00567 - Joiner & Zwart Dentistry		
Joiner & Zwart Dentistry	TIF Rebate	7,363.65
		7,363.65
Vendor: 00597 - KIMBALL MIDWEST		
KIMBALL MIDWEST	Supplies	538.02
		538.02
Vendor: 00615 - Kopetsky's Ace Hardware		
Kopetsky's Ace Hardware	Supplies- Acct 6001	150.63
Kopetsky's Ace Hardware	Supplies- Acct 6000- Pool Chairs	799.90

Expense Approval Report

Payment Dates: 3/1/2024 - 3/14/2024

Vendor Name	Description (Item)	Amount
Kopetsky's Ace Hardware	Supplies- Acct 6000- Pool Chairs	394.74
Vendor 00615 - Kopetsky's Ace Hardware Total:		1,345.27
Vendor: 00632 - KSOU- AM/FM KSOU- AM/FM	Advertising	514.50
Vendor 00632 - KSOU- AM/FM Total:		514.50
Vendor: 00662 - Long Lines Long Lines Long Lines Long Lines Long Lines Long Lines Long Lines Long Lines Long Lines Long Lines	WiFi at Light Shop Telephone at Event Center Telephone Telephone Telephone Telephone Telephone Telephone Telephone Telephone	10.95 403.92 180.04 360.04 180.04 360.04 360.04 360.04 360.04 360.04
Vendor 00662 - Long Lines Total:		2,575.15
Vendor: 00689 - MARVS OUTDOOR POWER EQUIPMENT MARVS OUTDOOR POWER EQUIPMENT	Supplies- Parks	144.46
Vendor 00689 - MARVS OUTDOOR POWER EQUIPMENT Total:		144.46
Vendor: 00691 - Matheson Tri Gas Inc. Matheson Tri Gas Inc. Matheson Tri Gas Inc.	Carbon Dioxide Cylinder - Ga Welding Supplies	55.35 100.82 156.17
Vendor 00691 - Matheson Tri Gas Inc. Total:		156.17
Vendor: 00707 - MIDAMERICAN ENERGY MIDAMERICAN ENERGY MIDAMERICAN ENERGY MIDAMERICAN ENERGY MIDAMERICAN ENERGY	Utilities Utilities Utilities Utilities	476.18 73.39 325.34 337.96
Vendor 00707 - MIDAMERICAN ENERGY Total:		1,212.87
Vendor: 00709 - Midwest Alarm Company Inc Midwest Alarm Company Inc	Monitor Alarm System - City Hall	114.00
Vendor 00709 - Midwest Alarm Company Inc Total:		114.00
Vendor: 00725 - MISSOURI RIVER ENERGY SERVICES MISSOURI RIVER ENERGY SERVICES MISSOURI RIVER ENERGY SERVICES	Infrared Scanning- Electric AMI Meter Count	233.50 595.40 828.90
Vendor 00725 - MISSOURI RIVER ENERGY SERVICES Total:		828.90

Expense Approval Report

Payment Dates: 3/1/2024 - 3/14/2024

Vendor Name	Description (Item)	Amount
Vendor: 00745 - Muilenburg Painting Inc. Muilenburg Painting Inc.	Paint Council Room	1,500.00
Vendor 00745 - Muilenburg Painting Inc. Total:		1,500.00
Vendor: 00755 - MUNICIPAL SUPPLY INC MUNICIPAL SUPPLY INC	Water Meter Supplies	118.83
Vendor 00755 - MUNICIPAL SUPPLY INC Total:		118.83
Vendor: 00767 - NEAL CHASE LUMBER NEAL CHASE LUMBER NEAL CHASE LUMBER	Supplies- Barricades Supplies	508.91 541.62
Vendor 00767 - NEAL CHASE LUMBER Total:		1,050.53
Vendor: 00784 - Northern Balance & Scale Northern Balance & Scale	Calibrate scale for Water Pla	203.00
Vendor 00784 - Northern Balance & Scale Total:		203.00
Vendor: 00797 - NOTEBOOM ELECTRIC NOTEBOOM ELECTRIC NOTEBOOM ELECTRIC	Repairs to Light at Fire Statio Electric Repair- Saras Propert	105.55 117.70
Vendor 00797 - NOTEBOOM ELECTRIC Total:		223.25
Vendor: 00798 - NOTEBOOM OIL COMPANY NOTEBOOM OIL COMPANY NOTEBOOM OIL COMPANY	Supplies- Police Acct Supplies- Utilities	44.00 28.31
Vendor 00798 - NOTEBOOM OIL COMPANY Total:		72.31
Vendor: 00822 - OLDENKAMP, KEN & MARY OLDENKAMP, KEN & MARY	Boarding of Animal	60.00
Vendor 00822 - OLDENKAMP, KEN & MARY Total:		60.00
Vendor: 00824 - ONE OFFICE SOLUTION ONE OFFICE SOLUTION ONE OFFICE SOLUTION	New Chairs for OCPD & Supplies New Chairs for OCPD & Supplies	2,091.00 110.67
Vendor 00824 - ONE OFFICE SOLUTION Total:		2,201.67
Vendor: 00839 - ORANGE CITY HEALTH SYSTEM ORANGE CITY HEALTH SYSTEM ORANGE CITY HEALTH SYSTEM	Training - Fire Department - PFT Test Drug Testing Senior Rent	3,172.00 32.00 2,266.67
Vendor 00839 - ORANGE CITY HEALTH SYSTEM Total:		5,470.67
Vendor: 00843 - ORANGE CITY SANITATION ORANGE CITY SANITATION	Dumpster at Event Center	206.87
Vendor 00843 - ORANGE CITY SANITATION Total:		206.87

Expense Approval Report

Vendor Name	Description (Item)	Amount
Vendor: 00873 - Pipestone Vet Services		
Pipestone Vet Services	Gloves for Parks	148.40
Vendor 00873 - Pipestone Vet Services Total:		148.40
Vendor: 00878 - PLUIM PUBLISHING		
PLUIM PUBLISHING	Advertising and Supplies	152.75
PLUIM PUBLISHING	Advertising and Supplies	95.36
PLUIM PUBLISHING	Advertising and Supplies	1,106.28
PLUIM PUBLISHING	Advertising and Supplies	507.50
PLUIM PUBLISHING	Advertising and Supplies	304.00
PLUIM PUBLISHING	Advertising and Supplies	304.00
PLUIM PUBLISHING	Advertising and Supplies	338.93
PLUIM PUBLISHING	Advertising and Supplies	304.00
Vendor 00878 - PLUIM PUBLISHING Total:		3,112.82
Vendor: 00882 - Police Legal Sciences Inc.		
Police Legal Sciences Inc.	Legal Updates- Police Trainin	960.00
Vendor 00882 - Police Legal Sciences Inc. Total:		960.00
Vendor: 00899 - Prairie Winds Holding Company		
Prairie Winds Holding Company	Hotel Reimbursement 3% 4th Qtr 2023	11,330.85
Vendor 00899 - Prairie Winds Holding Company Total:		11,330.85
Vendor: 00902 - Precision Alignment & Repair		
Precision Alignment & Repai	Replace Transmission on Street Truck	9,109.50
Vendor 00902 - Precision Alignment & Repair Total:		9,109.50
Vendor: 00904 - Premier Communications		
Premier Communications	Telephone- City Hall	516.41
Vendor 00904 - Premier Communications Total:		516.41
Vendor: 00915 - Quadient Finance USA Inc.		
Quadient Finance USA Inc.	Postage	1,000.00
Vendor 00915 - Quadient Finance USA Inc. Total:		1,000.00
Vendor: 00925 - RANDY'S IRON WORKS INC.		
RANDY'S IRON WORKS INC.	Supplies for Parks - Windmill	534.78
Vendor 00925 - RANDY'S IRON WORKS INC. Total:		534.78
Vendor: VEN01345 - RISE Structural Associates INC		
RISE Structural Associates IN	Pool House Support	1,800.00
Vendor VEN01345 - RISE Structural Associates INC Total:		1,800.00
Vendor: 00974 - SANITATION PRODUCTS		
SANITATION PRODUCTS	Supplies - Street Department	675.00
Vendor 00974 - SANITATION PRODUCTS Total:		675.00

Expense Approval Report

Payment Dates: 3/1/2024 - 3/14/2024

Vendor Name	Description (Item)	Amount
Vendor: VEN01210 - Schelling Construction	Snow Guards installed at Event Center	5,115.00
Vendor VEN01210 - Schelling Construction Total:		5,115.00
Vendor: 00993 - Schwebach Cemetery Services	West Lawn Cemetery - Feb 2	3,625.00
Schwebach Cemetery Serv	West Lawn Cemetery	1,875.00
Vendor 00993 - Schwebach Cemetery Services Total:		5,500.00
Vendor: 01033 - SIOUX OIL COMPANY	Fuel	938.98
SIOUX OIL COMPANY	Fuel	2,531.16
Vendor 01033 - SIOUX OIL COMPANY Total:		3,470.14
Vendor: 01056 - Southern Sioux Co. Rural Water	Customer Hookups and Services	600.00
Vendor 01056 - Southern Sioux Co. Rural Water Total:		600.00
Vendor: 01060 - Spireworks	Monthly Support- Website, Social Media etc	950.00
Spireworks	Monthly Support- Website, Social Media etc	1,950.00
Vendor 01060 - Spireworks Total:		2,900.00
Vendor: VEN01344 - SRC Overhead Doors	Water Shop - Door Repairs	506.94
Vendor VEN01344 - SRC Overhead Doors Total:		506.94
Vendor: 01071 - State Library of Iowa	Pop YS Con Registration- Linda Choate	175.00
Vendor 01071 - State Library of Iowa Total:		175.00
Vendor: 01072 - Steamway Carpet Cleaners	Clean Kitchen Floor- Event Center	715.36
Vendor 01072 - Steamway Carpet Cleaners Total:		715.36
Vendor: 01081 - Stuart C Irby Co.	Gas Risers	7,373.14
Vendor 01081 - Stuart C Irby Co. Total:		7,373.14
Vendor: 01090 - Super Hi-Tech	Replace Camera at Compost Site	349.99
Vendor 01090 - Super Hi-Tech Total:		349.99

Expense Approval Report

Payment Dates: 3/1/2024 - 3/14/2024

Vendor Name	Description (Item)	Amount
Vendor: VEN01295 - Terracon Consultants Inc. Terracon Consultants Inc.	Services - OC Elementary Demo	456.88
	Vendor VEN01295 - Terracon Consultants Inc. Total:	456.88
Vendor: 01116 - Thompson Automation & Specialty Services Thompson Automation & Specialty Services	New VFD installed at SW Wells	3,859.77
	Vendor 01116 - Thompson Automation & Specialty Services Total:	3,859.77
Vendor: 01130 - Town & Country Implement Inc. Town & Country Implement Inc.	Snowblower Repair- Skidloader	602.42
	Vendor 01130 - Town & Country Implement Inc. Total:	602.42
Vendor: 01142 - Tulip Festival Steering Comm. Tulip Festival Steering Comm	Reimbursement- Utilities	74.80
	Vendor 01142 - Tulip Festival Steering Comm. Total:	74.80
Vendor: 01150 - U.S. BANK INC U.S. BANK INC U.S. BANK INC U.S. BANK INC U.S. BANK INC U.S. BANK INC U.S. BANK INC U.S. BANK INC U.S. BANK INC	Meeting Expense Meeting Expense Meeting Expense Meeting Expense Meeting Expense Meeting Expense Meeting Expense Meeting Expense	384.00 47.69 236.40 237.25 146.16 1,566.87 885.84 925.00
	Vendor 01150 - U.S. BANK INC Total:	4,429.21
Vendor: 01153 - ULine ULine	Cleaning Supplies	555.28
	Vendor 01153 - ULine Total:	555.28
Vendor: 01157 - Unity Point Clinic- Occ. Medicine Unity Point Clinic- Occ. Medicine	Drug Testing	42.00
	Vendor 01157 - Unity Point Clinic- Occ. Medicine Total:	42.00
Vendor: 01159 - USA BLUEBOOK USA BLUEBOOK	Supplies for Water Plant	213.49
	Vendor 01159 - USA BLUEBOOK Total:	213.49
Vendor: 01185 - VANDER POL EXCAVATING VANDER POL EXCAVATING	Crushed Concrete	247.30
	Vendor 01185 - VANDER POL EXCAVATING Total:	247.30

Expense Approval Report

Payment Dates: 3/1/2024 - 3/14/2024

Vendor Name	Description (Item)	Amount
Vendor: 01252 - VISSER BROTHERS PLUMBING & HTG VISSER BROTHERS PLUMBING & HTG	Repair Line Voltage Wiring	153.00
		Vendor 01252 - VISSER BROTHERS PLUMBING & HTG Total: 153.00
Vendor: 01282 - WESCO DISTRIBUTION INC WESCO DISTRIBUTION INC WESCO DISTRIBUTION INC	100KVA Transformer	7,720.00
	NWC Dorm - Electric Materials	295.00
		Vendor 01282 - WESCO DISTRIBUTION INC Total: 8,015.00
Vendor: 01299 - WILLIAMS & CO WILLIAMS & CO	Auditing Services- Landsmee	5,375.00
		Vendor 01299 - WILLIAMS & CO Total: 5,375.00
Grand Total:		310,774.06



ALCOHOL SERVICE AREA EXTENSION AGREEMENT FOR DOWNTOWN

Date

Business

Address

Orange City, IA 51041

This document serves as the signed agreement between the licensee _____ and the City of Orange City to meet the requirement of the Iowa Alcoholic Beverage Division for a service area extension onto City property. Encompassed in this agreement are the stipulations set forth by the City Council of Orange City.

- The licensee will be allowed to use the sidewalk no greater than 8' from their building in a manner that allows a minimum 5' wide clearance for pedestrian traffic on the sidewalk.
- The service area extension shall be delineated by barriers at least 32" in height separating patrons from pedestrian traffic and barriers may consist of planters, fencing, or other sturdy material that physically separates the area from the adjoining right-of-way.
- All outdoor dining furniture, including tables, chairs, umbrellas, barriers, propane heaters, and authorized accessory items, shall be readily movable. Meaning no object shall be leaded, cemented, nailed, bolted, power riveted, screwed-in, or affixed, even in a temporary manner, to the public way, building, or any other structure. Umbrellas must be secured with a minimum base of not less than 60 pounds.
- Accessory devices for the comfort of patrons, such as fans and propane heaters, may be used provided that such devices, cables, or wiring are installed and operated in a safe and responsible manner in compliance with applicable codes.
- The licensee may not utilize or include any public amenities such as benches, seats, tables, or trash receptacles.
- Smoking tobacco or using an electronic smoking device is prohibited.
- The service area extension may operate from March 1 to October 31, subject to snowfall, from 7 AM to 11 PM.
- The licensee is responsible for cleaning the service area extension.
- Licensee must sign a hold harmless agreement with the City.

Janet Brown, City Clerk

Date

Business Owner

city of orange city
phone: 712.707.4885
fax: 712.707.4351

125 Central Ave SE Box 406
Orange City, IA 51041
orangecityiowa.com



INTERGOVERNMENTAL 28E AGREEMENT FOR
COMBINED LAW ENFORCEMENT OPERATIONS

THIS AGREEMENT, made by and among the County of Sioux, Iowa, the City of Sioux Center, Iowa, the City of Orange City, Iowa, the City of Rock Valley, Iowa, the City of Hawarden, Iowa, the Sioux County Conservation, and the Sioux County Sheriff's Office, (hereinafter collectively the "Parties") have entered into a permit combined law enforcement activities within their boundaries pursuant to Chapter 28E of the Iowa Code, providing as follows:

I. PURPOSE

WHEREAS, this Agreement does not contemplate and shall not be construed to limit or expand the powers of the participating entities, except as expressly stated in this Agreement;

WHEREAS, the undersigned entities provide law enforcement services to their respective constituents; and

WHEREAS, the Parties recognize that in certain situations, the use of law enforcement officers and other law enforcement employees to perform law enforcement duties outside of the territorial limits of the political subdivision or institution where such officers are legally employed may be desirable and necessary to preserve and protect the health, safety; and welfare of the public; and

WHEREAS, the Parties recognize that there are certain types of criminal activities or trends that are a local, regional, state, and/or national problem involving violations of laws that cross political jurisdictional lines and that law enforcement officers from the jurisdictions listed in this Agreement may be called to render assistance to officers and/or become independently involved in law enforcement activities outside of their respective political subdivision or institution. The Parties further recognize that there are certain prearranged law enforcement tasks that may be planned which will involve participation of law enforcement officers from all Parties and that these tasks may take place outside of their respective subdivision or institution; and

WHEREAS, the Parties recognize that there are certain criminal activities or investigative tasks that the officers identified in this Agreement may become independently involved in outside of their jurisdiction without participation of any officers of the jurisdiction where those activities are taking place.

IT IS, THEREFORE, the purpose of this Agreement to permit the Parties, through their respective law enforcement agencies, to share personnel for the purpose of combined routine patrol, investigations, and any other law enforcement related activities as the Parties deem appropriate.

II. NATURE OF AGREEMENT

This Agreement is pursuant to Chapter 28E, Code of Iowa. This Agreement is to permit joint law enforcement activities by the Parties. No separate legal entity is established by this Agreement. Each Party shall independently finance and budget for its activities under this Agreement. No real or personal property will be purchased, held or disposed of in the performance of this Agreement.

III. MUTUAL AID

Mutual aid means a voluntary exchange of services, personnel, and/or equipment among the Parties.

Mutual aid may be provided between and among the Parties during a natural disaster, public disorder, State emergency, other emergency or routine police work when it would best serve the interests of the Parties and public within the respective jurisdictions.

All law enforcement personnel employed by each Party shall have authority to render mutual aid at the request of personnel from another Party's law enforcement agency, or in an inherently dangerous situation in which mutual aid is implied, unless such authority is revoked or restricted by a commanding officer of either agency.

In the event of an emergency or inherently dangerous situation implying mutual aid, then assistance will be provided absent a request. All Parties recognize and acknowledge that they should be responding and assessing such emergencies or inherently dangerous situations without a specific request for assistance.

Examples of an emergency or inherently dangerous situations include, but are not limited to, an active shooter situation, shots fired situation, officer in distress, and terroristic threats. The Parties acknowledge that mutual aid is necessary in such circumstances to preserve and protect the health, safety, welfare of the public and first responders. Mutual aid will be provided, absent a request, unless such authority for mutual aid is specifically revoked or restricted by a commanding officer of either agency.

A request for aid may be made through commanding officers, through law enforcement dispatchers, or directly from one officer to another. Such revocation or restriction may be made at any time, but not without first notifying the requesting Party. In any case where mutual aid is tendered, every officer involved shall report the extent of aid rendered to their respective commanding officers.

IV. AUTHORITY OF PARTICIPATING OFFICERS

The officers designated pursuant to this Agreement shall have full powers as peace officers when participating in the law enforcement activities identified in this Agreement anywhere in the jurisdictions of the participating agencies. However, they shall have no greater authority than they have when in their employing jurisdiction or institution.

The Police Chief of the City of Sioux Center, Police Chief of the City of Orange

City, Police Chief of the City of Rock Valley, Police Chief of the City of Hawarden, the Director of the Sioux County Conservation, and the Sheriff of Sioux County Sheriff's Office, or any officer commanding in their absence, shall retain full command of and authority over officers employed by their respective agencies at all times, even while in the process of rendering mutual aid, unless specific orders to the contrary are issued by the officer's commander. A delegation of command authority to another agency shall not relieve the delegating Party from its obligations to hold harmless and indemnify the other Parties to this Agreement as set forth below.

V. COMPENSATION

It shall be the responsibility of each Party to this Agreement to provide compensation to its own personnel and to provide insurance for its personnel who may suffer injury, disability, or death in the performance of official duties while assisting the other Party under the terms of this Agreement. No participating law enforcement agency shall be required to compensate officers of another agency.

Each Party to this Agreement shall be responsible for the issuance of, repairs, and maintenance on its own vehicles and other equipment.

VI. LIABILITY

Employees or volunteers of any Party acting pursuant to this Agreement shall be considered acting under the lawful orders and instructions pertaining to their employment or volunteer status with such Party. Under no circumstances shall employees or volunteers of one party to be considered employees or volunteers of another Party.

Each Party waives all claims against the other for compensation for any property loss or damage and/or personal injury or death to its personnel as consequence of the performance of this Agreement unless such loss, damage, injury, or death arises from the negligent or willful misconduct of a Party. Each Party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees or volunteers, including injury and death of its personnel, occurring as a consequence of the performance of this Agreement, whether the damages, costs, injury, or death occurs at an emergency in the Party's own jurisdiction or in the jurisdiction of the other party, unless such damages, injury, liability, or death arises from the negligent or willful misconduct of a party. Nothing in this Agreement is intended nor does it waive any right to seek federal or other assistance provided for disaster relief.

A Party shall hold harmless and indemnify the other Parties from any liability to third Parties arising out of its negligent or willful misconduct, or arising from the execution of a specific command or order pursuant to this Agreement. Nothing in this Agreement shall prevent or limit any Party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.

The Parties do not waive any defenses, immunities, or other limitations applicable to

a respective Party and nothing herein shall be so construed. The Parties reserve the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses of immunities available under applicable law.

This article shall survive the termination of this Agreement where necessary to protect each Party to this Agreement.

VII. RULES AND REGULATIONS

The commanding officers of the participating law enforcement agencies are authorized to establish the operational rules and regulations for the law enforcement officers' conduct pursuant to this Agreement, covering such matters as administrative duties and command responsibility for the personnel and equipment involved.

Unless otherwise agreed by the respective parties to a specific case, the Party requesting mutual aid shall be responsible for original case preparation and filing criminal charges, if any. In cases where this agreement is invoked to address potential or perceived conflict of interest, the Party leading the investigation will be responsible for case preparation and filing of criminal charges. The secondary Party shall provide supplementary reports as needed. Both Parties shall maintain their respective copies of criminal reports generated by a mutual aid request.

A sworn officer making an arrest shall be responsible for maintaining custody and writing reports generating from the arrest. If the arrest is based on officer observation or investigation, that officer must file the appropriate criminal charge(s) with the appropriate courts.

Officers responding outside of their jurisdiction will notify the agency whose jurisdiction they are entering as soon as possible of the criminal activity.

VIII. TERM

The term of this Agreement shall commence when approved by the governing body of each law enforcement agency and signed by the representative of each governing body and continue until terminated as provided herein. The duration of this Agreement shall be perpetual, unless previously terminated as provided herein.

This Agreement may be terminated at any time by the mutual agreement of all Parties or by the political entity authorizing this agreement by furnishing written notice to the other agencies of the termination. All Parties must provide 30 days-notice prior to terminating participation in this Agreement. This Agreement would remain in effect as to the non-terminating agencies, and an amendment to the Agreement made and filed.

IX. AMENDMENTS

This Agreement represents the entire agreement of the Parties. This Agreement is not intended to supersede any prior agreements between participating agencies or prevent any of the Parties from adopting other agreements relating to cooperative law enforcement activities. Any amendments must be in writing, approved by the governing bodies of all Parties, and executed by the authorized representatives of all Parties. All executions, terminations, and amendments of this Agreement will be filed in the office of the Iowa Secretary of State, in accordance with Chapter 28E.8 of the Code of Iowa.

X. VALIDITY

In the event any part or paragraph of this Agreement is declared void as being contrary to Iowa law, the remaining portions of the Agreement that are valid shall continue in full force and effect.

XI. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excluding conflict of laws rules), and applicable federal law.

XII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

XIII. AUTHORITY

Each Party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement; and that it has taken all requisite actions necessary to approve the execution, delivery and performance of this Agreement.

IN WITNESS THEREOF, the Parties have executed this Agreement on the dates given below.

IOWA CODE CHAPTER 28E AGREEMENT
CITY PARTIES TO AGREEMENT

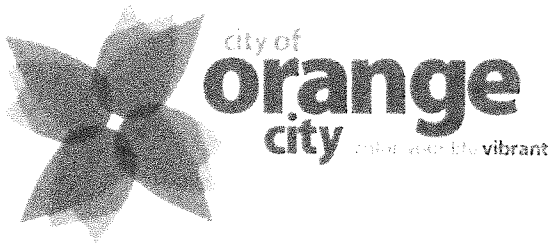
City of Orange City, Iowa

By: _____
Mayor

Date: _____

Attest:

By: _____
City Clerk



SPECIAL EVENT PERMIT APPLICATION

(Must be turned in at least 60 days prior to event)

A Special Event Permit is required from the City of Orange City for any special activity that requires exclusive use of city streets, sidewalks, parks, and requires special assistance of a city department, or is likely to have a large impact on traffic. **(Excludes Tulip Festival and RAGBRAI)**

1. General Information.

- Organization/Person Requesting: Orange City Chamber of Commerce
- Name of Event: KONINGS DAG (Kings Day Celebration)
- Contact Name: Mike Hofman
- Mailing Address for Contact: 509 8th St SE OC
- Contact Phone Number: 712-707-4510
- Email: mike@orangecity.biz
- Address of Event: Downtown Orange City 117 Central Ave NE
- Estimate of Number of Participants:
 1-100 101-200 201-300 X 301-500 > 500
- Attach map of event location, set-up, and/or route.

2. Type of Event:

- Carnival Walk, Run, Bicycle Event Fireworks
- Concert Neighborhood/Block or Private Party
- X Other: Special Outdoor Event

***The above events require City Council approval, which could take 30 days to obtain.**

3. Date of Event:

Date Set Up: Sat Apr 27, 2024 Date Taken Down: Sat Apr 27, 2024
 Date(s) Held: Sat Apr 27, 2024 Time(s) Held: 6am-7pm

4. Brief Description of Event: Event in downtown on Central Ave between 1st and 2nd St N to showcase and celebrate Kings Day

We will have food trucks, games, Dutch dancing, fietsen zangers, info and volunteer booths, food, music, DAHM will be open and have special events

A kids parade around windmill park in the afternoon

Applicant Signature: Mike Hofman

Digitally signed by Mike Hofman
 Date: 2024.03.14 09:43:33 -05'00'

City Official Signature: _____

4. Additional permits required when event includes:

☐ Sale of Alcoholic Beverages

- The Application for a temporary liquor license must be reported to the City Clerk's Office and approved by the City Council. (This process could take 60 days)
- Requires temporary liquor license from the Iowa Beverage Division. Apply on-line at www.iowaabd.com.

☒ Sale of Food Products

- Mobile Food and Beverage Vendors require a separate license from the City
- The applicant selling pursuant to this permit shall comply with all applicable State food and health rules and regulations.

☐ Sound Equipment

- If the event includes music, a live band, or noise of any kind a request for a Sound Equipment Permit must be made. See attached form.

☐ Fireworks

5. Please check any of the following boxes that apply to this event.

☐ Portable restrooms – recommended based on duration/people attending.

☒ using a park, sidewalk or street surrounding a park.

☒ using any public area.

☐ using any portion of a public trail.

☐ there will be alcoholic beverages sold/served.

☐ there will be a fee/charge to take part in this event.

If you checked any of the boxes above, please give a brief description: We would like to close 1 block of Central Ave N
similar to what we do for farmers market. Between 1st St and 2nd St N. We will have booths and activities in that area for people to do that day.
We would also like to do a Kids parade around Windmill Park later in the afternoon.

Insurance Requirements: For all events, an Insurance Certificate is required in the amount of \$1,000,000.00, for liability coverage.

PLEASE NOTE: The request form must be returned to Janet Brown at the City Clerk's Office, 125 Central Ave. SE, at least 60 days prior to the event or the event will be denied. If you have any questions, please contact us at 712-707-4885.