

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS (AMENDED)
JANUARY 3, 2022
5:00 PM**



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

AGENDA

ACCESS TO THE OFFICIAL MEETING CAN ALSO BE DONE THROUGH THE FOLLOWING WAYS:

BY TELEPHONE:

Dial: 1-312-626-6799 or toll-free: 1-888-475-4499
Zoom Meeting ID: 933-2006-3301

BY COMPUTER:

<https://zoom.us/j/93320063301>

- A. Pledge of Allegiance
- B. **Consideration of Changes in Agenda and Setting the Agenda**
- C. **Disclosure by City Council Members**
- 1. Hear the Public
- 2. Consent Agenda
 - A. **Approve Consent Agenda**
 - B. **Buy Local Information**
 - C. **Motion to Approve the Live Healthy Iowa 5K Request**
 - D. **SLPD City Code Enforcement Summary**
- 3. **Motion to Appoint Mayor Pro-tem**
- 4. **Iowa Lakes Corridor Update/Budget Request**
- 5. **Fiscal Year 2022-2023 Outside Agency Question And Answer Session**
- 6. **Motion Setting Public Hearing for Fiscal Year 2023-2027 Proposed Capital Improvement Plan**
- 7. **Public Hearing For Proposed Re-Zoning Of A Parcel Located At 1012 HWY 110**
- 8. **Ordinance No. 08-O-2021-2022 Amending the Zoning Ordinance For Proposed Re-Zoning Of A Parcel Located At 1012 HWY 110 - 1st Reading**
- 9. **Motion Authorizing Agreement With Buena Vista County Reference Voting Precints**
- 10. **Ordinance No. 09-O-2021-2022 Amending Title I, Chapter 5, Section 2 To Specify The New**

Voting Precinct Boundaries - 1st Reading

11. **Resolution No. 56-R-2021-2022 Approving the Agreement with CMBA for Professional Services for Architectural Services for the Storm Lake Library CDBG – COVID (CV) Funding Grant**
12. **Development Services Action Plan-Work session**
13. **City Council Requested Items**
14. Adjourn

Meeting Protocol

If you wish to speak today, please:

1. To speak on an agenda item please approach the podium when that agenda item is called and upon recognition by the Mayor identify yourself by stating your name and address.
2. If your issue is not a topic on the agenda please approach the podium under the "Hear the Public" agenda item and upon recognition by the Mayor identify yourself by stating your name and address.
3. Please keep your remarks to three (3) minutes or less.
4. If you require accommodation for this meeting including but not limited to translation services, hearing assistance, or accessibility please contact the City Clerk at least four (4) hours prior to the start of the meeting.

**If you have concerns about any of the items on the consent agenda, they may be separated from the consent agenda and voted on individually.*

***Ordinances may be read at three consecutive meetings or readings may be waived and ordinances may be passed at only one or two meetings.*



Find us on Facebook <https://www.facebook.com/cityofstormlake>



Follow us on Twitter

@Storm_Lake



Find us on the Web at <http://www.stormlake.org>

Staff Summary

1/3/2022

Agenda Item # B.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: Consideration of Changes in Agenda and Setting the Agenda

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

1/3/2022

Agenda Item # C.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: Disclosure by City Council Members

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

1/3/2022

Agenda Item # A.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe and Sunrise Pointe disbursements for approval
- Approve the December 20, 2021 City Council Minutes
- Approve Interstate Power & Light Company dba Alliant Energy Easement
- Motion to Approve the Live Healthy Iowa 5K Request
- Approve the SLPD Code Enforcement Summary (see staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - - \$526,263.24
- King's Pointe & Sunrise Pointe Golf Course Bills: \$151,052.97

The City will receive the following revenues:

- Liquor License Renewal Fees - \$0.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ King's Pointe Claims	List of Bills
☐ Minutes - December 20, 2021	Minutes
☐ Alliant Energy Easement Agreement	Contract



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 12/23/2021 - 01/05/2022

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Buena Vista County Attorney	BVC	Forfeiture Fee (21-012421)	2,774.18
Mike's Electronics Inc	BVC	Lime System Service Call	1,372.53
Essential Ellison LLC	BVC	Extinguisher Gauge	15.74
	BVC Total:	4,162.45	
Contract/Agreement			
Hulstein Excavating Inc	Contract/Agreement	Pay #7 of Oneida Street Recon	235,288.29
Smith Concrete Service Inc	Contract/Agreement	Concrete	1,968.50
	Contract/Agreement Total:	237,256.79	
Local			
Growmark, Inc	Local	Fuel	10,202.09
Bomgaars Supply, Inc	Local	Supplies	4,174.54
A & A Automotive	Local	Strut, Brakes & Stabilizer Repairs- Less Tax	1,477.12
Larson Oil & Distributing Co, Inc	Local	Propane	1,417.50
Michael P. Reinert	Local	Chains & Supplies	878.50
King's Pointe Resort	Local	12/16/2022 NW Iowa League Meeting- Less Tax	856.39
MidAmerican Energy Company	Local	Xmas Light Electric Service	580.08
James Andrew Davis	Local	Library Washer & Dryer	510.00
Angelica C Reyes Grieme	Local	Chair Massage	420.00
Iowa Office Supply Inc	Local	Office Supplies	308.38
Robert Ansorge	Local	December 2021 Services	290.00
Plumbing & Heating Wholesale, Inc	Local	Pipe & Supplies- 714 Early Street	258.77
Qwest Corporation	Local	Phone Service	230.65
Stanton Electric, Inc	Local	Sensor Replacement	212.43
WalMart #01-1526	Local	Supplies	202.98
Edwards Storm Lake	Local	Pressure Monitor System Service	178.61
Visual Edge Inc	Local	Copier Maintenance Agreement	156.02
Color-ize Inc	Local	Letterhead Paper	155.00
North Lake Truck Repair	Local	Valve	150.77
UnityPoint Clinic	Local	Hep B Vacc- Inthongsay	138.00
Visual Edge Inc	Local	Copier Maintenance Agreement	111.85
Color-ize Inc	Local	Business Cards	99.00
Iowa Office Supply Inc	Local	Office Supplies	86.29
Visual Edge Inc	Local	Copier Maintenance Agreement	41.14
Iowa Office Supply Inc	Local	Office Supplies	37.07
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose	26.10
Plumbing & Heating Wholesale, Inc	Local	Hose Adapters & Supplies	23.21
O'Reilly Automotive Inc	Local	Fuses	5.49
	Local Total:	23,227.98	
Non-Local			
Van-Wall Equipment, Inc	Non-Local	Mower	52,599.84
Karl Chevrolet, Inc	Non-Local	K-9 Equipment Install	17,237.35
Mississippi Lime Company	Non-Local	Lime	23,725.92
Micronics Engineered Filtration Group, Inc.	Non-Local	Cloth & Supplies	5,657.88
Civic Plus	Non-Local	Annual Subscription	5,048.00
Hydro Applications Consulting Group LLC	Non-Local	Onsite Trainging	3,600.00
Chem-Sult, Inc	Non-Local	Sodium Chlorite	3,595.96
NW Iowa Planning & Development Commi	Non-Local	SHIELD Draw #2 FY2022	3,000.00
Kykayke Inc	Non-Local	Body Wire	2,945.00
Linde Inc	Non-Local	Carbon Dioxide	2,233.25
Utility Supply of America, Inc	Non-Local	Hydrant Meter	1,750.55
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	1,386.60
Omaha Pneumatic Equipment Company	Non-Local	Filters & Supplies	1,382.32

My Buy Local_v1
Payment Date Range: 12/23/2021 - 01/05/2022

Vendor Name	Buy Local Info	Payable Description	Total Payments
Iowa Dept of Justice	Non-Local	Forfeiture Fee (21-012421)	1,222.80
NCL of Wisconsin, Inc	Non-Local	Testing Supplies	813.27
Builders Sharpening & Service LLC	Non-Local	Controller	752.86
University Enterprises, Inc	Non-Local	12/21/2021 Muniz Training	690.00
CovertTrack Group, Inc	Non-Local	Tracking Device	615.00
United States Plastic Corp	Non-Local	Supplies	506.90
Iowa Association of Building Officials	Non-Local	Conference Registration- Chambers	398.07
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	367.00
JJS, LLC	Non-Local	Sewer Line Jetting	320.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	265.90
Ziegler, Inc	Non-Local	Memorial Generator Coolant Repairs	265.44
Sirchie Acquisition Company, LLC	Non-Local	Evidence Supplies	262.67
Pitney Bowes	Non-Local	Postage Machine Agreement	249.99
Utility Supply of America, Inc	Non-Local	Lights	242.19
Bend Mailing Services, LLC	Non-Local	Inspection Letters	210.50
Omaha Pneumatic Equipment Company	Non-Local	Drain	203.15
Thompson Electric Company	Non-Local	Programming	100.00
W. W. Grainger, Inc	Non-Local	Connectors	64.32
Cintas First Aid & Safety	Non-Local	First Aid Supplies	64.10
Non-Local Total:		131,776.83	
Payroll/Refunds			
Francisco J. Vazquez Cordova	Payroll/Refunds	12/2021 Testing Fee	30.00
Brandon Ripke	Payroll/Refunds	2021 Pest App Renewal	30.00
Jason Hoffman	Payroll/Refunds	2021 Pest App Renewal	30.00
Francisco J. Vazquez Cordova	Payroll/Refunds	2021 Ap for Pest App (Core)	30.00
Bryan Dicks	Payroll/Refunds	12/2021 Applicator Cert Fee	15.00
Payroll/Refunds Total:		135.00	
Grand Total:		396,559.05	

King's Pointe Resort

Claims Publication

From 12/16/2021 to 12/29/2021

Vendor	Description	Amount
360 Custom Designs, LLC	Services	382.00
ACCO Unlimited Corporation	Supplies	594.40
Alliant Energy	Utilities	583.06
American Hotel Register Company	Supplies	169.10
Ana Valadez	Refund	200.00
Angelica Gonzalez	Refund	200.00
Assa Abloy Global Solutions	Services	7,701.69
Bomgaars Supply Inc.	Supplies	424.98
Buena Vista Regional Medical Center	Services	506.00
Central Iowa Distributing	Supplies	174.40
Cintas Corporation	Supplies	1,847.96
Color-ize	Supplies	435.45
Doll Distribution	Beverages	892.70
Grainger	Supplies	702.77
GuestSupply	Supplies	473.32
Hermel Wholesale	Food	241.39
HyVee	Beverages	943.96
Iowa Dept of Rev	Taxes	5,000.00
Iowa Society of Association Executives	Services	190.00
Johnson Brothers	Beverages	418.00
Julius Cleaners	Services	84.00
Kelli's Gift Shop Suppliers	Supplies	940.85
Marcus Lumber Co	Supplies	892.31
Martin Brothers	Food	10,233.82
McKenzie Rae Kiger	Refund	600.00
Mediacom	Utilities	480.40
Midwestern Mechanical	Services	8,961.87
National Utilities Refund LLC	Services	144.22
Nelson's Premix and Vet Supply	Supplies	288.80
Office Elements	Supplies	156.47
Payroll 12/22/2021	Payroll	67,325.39
Pepsi Beverages Company	Beverages	768.41
Plumbing and Heating Wholesale, Inc.	Supplies	1,253.63
Rebnord Technologies, Inc.	Services	2,200.00
RFID Hotel	Services	637.32
Shift4	Services	90.00
Storm Lake Ace Hardware	Supplies	4,131.08
Storm Lake United	Services	905.00
Symmetry Energy Solutions LLC	Services	9,320.46
Sysco Iowa, Inc.	Food	9,378.22
Travel and Transport, Inc.	Services	87.51
Travel Leaders Corporate, LLC	Services	254.50

TY Inc.	Supplies	60.10
UPS	Services	164.16
Verizon Wireless	Utilities	146.30
Wells Fargo Financial Leasing, Inc.	Services	235.18
W-O Mgmt Fee- Nov 2021	Contract	9,231.79
		151,052.97

REGULAR COUNCIL MEETING, CITY HALL COUNCIL CHAMBERS, CITY OF STORM LAKE DECEMBER 20, 2021 5:00 PM

Present: Mayor Michael Porsch, Council Members Jose Ibarra, Tyson Rice, Dan Smith, Kevin McKinney. Absent: Council Member Maria Ramos.

Staff present: City Manager Keri Navratil, Assistant City Manager David Derragon, City Attorney Phil Havens, Police Chief Chris Cole, Fire Chief Glenn Schlessler, Building and Code Compliance Director Scott Olesen, Water Quality Operations Supervisor Ron Covert, Library Director Elizabeth Huff, Public Services Supervisor Scott Bonebrake, Assistant Public Works Supervisor Brandon Ripke, Waste Water Superintendent Jorge Tarin, King's Pointe Manager Amy Von Bank, Lealand Firestone with Wiegand Omega, Finance Director Brian Oakleaf, City Clerk Mayra Martinez, and Staff Accountant Tyler Gibbins.

Media Present: Dana Larson with the Pilot Tribune and Tom Cullen with The Times.

Mayor Porsch called the meeting to order at 5:00 pm.

Pledge of Allegiance

Agenda - Moved by Council Member Ibarra to approve setting the agenda. Seconded by Council Member Smith. Vote: All ayes with Council Member Ramos absent. Motion Carried.

Disclosure by City Council Members - No items at this time.

Hear the Public – No comments from the Public. Mayor Porsch read a proclamation to recognize Dan Smith and Jose Ibarra for their dedication and service to the City of Storm Lake as City Council members from January 2018 through December 2022. Mayor Porsch also read a proclamation to recognize Shane Stewart for his distinguished career in serving the City of Storm Lake for 47 1/2 years.

Consent Agenda - Moved by Council Member Ibarra to approve the Consent Agenda, List of bills Check #'s 59873 through 59874, 77754 through 77842, EFT #'s 703, 704, 2569 through 2614, King's Pointe and Sunrise Pointe disbursements, approve December 6, 2021, Special City Council minutes, December 6, 2021 regular City Council minutes, approve the appointment of Phil Haves and Ahlers & Cooney PC as City Attorney and Mayra Martinez as City Clerk, approve renewal liquor licenses for Smokin Hereford and Plaza Mexico(pending dramshop insurance), and approve the SLPD Code Enforcement Summary. Seconded by Council Member Smith. Vote: All ayes with Council Member Ramos absent. Motion carried.

Amend Chapter 9-11 of Title IX of the City Code - 3rd Reading - Moved by Council Member Ibarra to approve the third and final reading and adopt Ordinance No. 06-O-2021-2022 amending Chapter 9-11 of Title IX of the City Code. Seconded by Council Member Smith. Roll call vote: All ayes. Motion carried.

ORDINANCE NO. 06-O-2021-2022

ORDINANCE AMENDING CHAPTER 9-11 OF TITLE IX OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TITLED, "STOPPING, STANDING OR PARKING" TO PROHIBIT

PARKING ON PART OF EAST 10TH STREET FROM NOVEMBER 1 THROUGH MARCH 31
AND PROHIBIT PARKING ON PART OF HYLAND DRIVE

WHEREAS, Section 9-11-1 of Chapter 9-11 of Title IX of the City Code of the City of Storm Lake, Iowa lists areas in the City of Storm Lake where parking is prohibited;

WHEREAS, the City Council of the City of Storm Lake, Iowa, has now determined that parking should be prohibited by Ordinance on both sides of East 10th Street between Lake Avenue and Seneca Street from November 1 of each calendar year through March 31 of the next succeeding calendar year; and

WHEREAS, the City Council of the City of Storm Lake, Iowa, has now determined that parking should be prohibited by Ordinance at all times on both sides of Hyland Drive between Northwestern Drive and Angier Drive.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Storm Lake, Iowa, as follows:

Section 1. Section 9-11-1 of Chapter 9-11 of Title IX of the City Code of the City of Storm Lake, Iowa, which section is captioned "Parking Signs Required," is amended by adding the following at the end of such section:

Both sides of East 10th Street between Lake Avenue and Seneca Street from November 1 of each calendar year through March 31 of the next succeeding calendar year.

Both sides of Hyland Drive between Northwestern Drive and Angier Drive from November 1 of each calendar year through March 31 of the next succeeding calendar year.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. This ordinance shall be in effect following its passage, approval, and publication as provided by law.

Passed by the Council the 20th day of December, 2021, and approved this 20th day of December, 2021.

/s/ Michael Porsch
Michael Porsch, Mayor

ATTEST:

/s/Mayra A. Martinez
Mayra A. Martinez, City Clerk

Amending Chapter 7 Of Title II Of The City Code Of The City Of Storm Lake, Iowa - 3rd Reading - Moved by Council Member Rice to approve the third and final reading and adopt Ordinance No. 07-O-2021-2022 amending Chapter 7 of Title II of the City Code of the City of Storm Lake, Iowa, to reduce the number of Trustees on its City Library Board of Trustees. Seconded by

Council Member McKinney. Roll call vote: All ayes with Council Member Ramos absent. Motion carried.

ORDINANCE NO. 07-O-2021-2022

ORDINANCE AMENDING CHAPTER 7 OF TITLE II OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TO REDUCE THE NUMBER OF TRUSTEES ON ITS CITY LIBRARY BOARD OF TRUSTEES FROM NINE (9) TRUSTEES TO FIVE (5) TRUSTEES AND TO ESTABLISH THE PROCEDURE FOR THE APPOINTMENT OF SUCH TRUSTEES CONSISTENT WITH THE REQUIREMENTS OF SECTION 336.5 OF THE CODE OF IOWA

WHEREAS, the voters of the City of Storm Lake, Iowa approved a public measure to reduce the number of trustees on its City Library Board of Trustees from nine (9) trustees to five (5) trustees through an amendment to Title II, Chapter 7, Section 1 of its City Code;

WHEREAS, Section 1 of said Chapter 7 set the original number of Trustees on the City Library Board of Trustees at nine (9); and

WHEREAS, Section 2 of said Chapter 7 set the term of office for such Trustees and also established a procedure for staggering the terms of the nine Trustees which needs to be modified because of the reduction of trustees and because the method set forth for staggering the terms is inconsistent with present state law, specifically, Iowa Code Section 336.5, requiring three subgroups of Trustees to have staggered terms expiring two years apart.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Storm Lake, Iowa, as follows:

Section 1. Section 2-7-1, captioned, "Creation," is deleted and replaced with the following new Section 2-7-1, captioned, "Creation and Makeup":

Section 2-7-1 Creation and Makeup

There is hereby created a City Library Board of Trustees to be made up of nine (9) trustees and which Board shall exercise the powers set forth in Section Four (4) of this chapter. Effective January 1, 2022, the City Library Board of Trustees, shall be reduced in size from nine (9) trustees to five (5) trustees, which Board shall exercise the powers set forth in Section Four (4) of this chapter.

Section 2. Section 2-7-2, captioned, "Term of Office," is deleted and replaced with the following new Section 2-7-2, captioned, "Term of Office":

Section 2-7-2 Term of Office

The terms of office of all trustees appointed before January 1, 2022 shall continue until January 1, 2022, but shall expire and terminate January 1, 2022. All five of the trustees then shall be appointed by the Mayor with the approval of the City Council. Members of the City Library Board of Trustees serving before January 1, 2022, are eligible for re-appointment to such Board and, in the discretion of the Mayor and City Council, may be re-appointed to new terms as provided herein, subject to the five-member Board limit. One shall hold office for two years, two for four years, and two for six years, from the first day of July, 2022; provided that all shall begin serving as trustees upon the effective date of their appointment by the Mayor and Council, which shall be on or after January 1, 2022. At the first meeting of the

board of trustees on or after July 1, 2022, or at the first meeting of the board of trustees after the effective date of the appointment of all five trustees, whichever is sooner, the five trustees shall cast lots for their respective terms, reporting the result of such lots to the City Council. All subsequent appointments, except those to fill unexpired terms in the case of vacancies, shall be for terms of six years each, commencing with the first day of July following the expiration of the terms of the members whose terms have expired and whose offices are being filled by such appointments. An appointment to fill an unexpired term shall be for the balance of the term of the office left vacant. All appointments to the City Library Board of Trustees shall be made by the Mayor, subject to the approval of the City Council.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. This ordinance shall be in effect following its passage, approval, and publication as provided by law.

PASSED AND APPROVED this 20th day of December, 2021.

/s/Michael Porsch
Michael Porsch, Mayor

ATTEST:

/s/Mayra A. Martinez
Mayra A. Martinez, City Clerk

Library Board of Trustees - Moved by Council Member Smith to approve the Library Board of Trustees – Mary Kay Hudspeth, Barb Wells, Jim Eliason, Susan Lyngaas and Sara Freking. Seconded by Council Member Ibarra. Vote: All ayes with Council Member Ramos absent. Motion carried.

Re-Precincting Plan - Mayor Porsch opened the public hearing on the Re-Precincting plan stating this was the time and place for any comments. Receiving no comments from City Council or the public, the Mayor then closed the public hearing.

Re-Zoning - 1012 HWY 110 - Moved by Council Member Ibarra to approve setting the Public Hearing for the proposed re-zoning of a parcel located at 1012 Hwy 110 for January 3, 2022 at 5:00 pm at City Hall Council Chambers. Seconded by Council Member McKinney. Vote: All ayes with Council Member Ramos absent. Motion carried.

4th Street Watermain Improvements Project - Moved by Council Member Rice to approve Professional Services agreement with Bolton & Menk for the 2022 4th Street Watermain Improvements project. Seconded by Council Member McKinney. Vote: All ayes with Council Member Ramos absent. Motion carried.

On Call Infrastructure Repair Services - Moved by Council Member Rice to approve a letter of agreement with SCE, LLC for On Call Infrastructure Repair Services. Seconded by Council Member Ibarra. Vote: All ayes with Council Member Ramos absent. Motion carried.

Water Treatment Plant Motor Control Center Replacement Project - Moved by Council Member Smith to adopt Resolution No. 53-R-2021-2022 approving Final completion and Final Payment of the Water Treatment Plan Motor Control Center Replacement project. Seconded by Council Member Ibarra. Roll call vote: All ayes with Council Member Ramos absent. Motion carried.

RESOLUTION NO. 53-2021-2022

RESOLUTION ADOPTING FINAL COMPLETION AND FINAL PAYMENT FOR THE WATER TREATMENT PLANT MOTOR CONTROL CENTER REPLACEMENT PROJECT

WHEREAS, the plans, specifications, form of contract, estimate of cost, and award bid were filed with the CITY for the construction of certain public improvements described in general as the Water Treatment Plant Motor Control Project; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for said public improvements was published as required by law; and

WHEREAS, a contract in the amount of \$250,050.00 was awarded to Power Solutions, Inc for the project; and

WHEREAS, Change Order No. 1 decreased the project cost in the amount of \$9,055.19 for a total contract amount of \$240,994.81 adding an additional 240 working days; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA;

Section 1. Final payment, pursuant to State Code, will be made to Power Solutions, Inc in the amount of \$18,526.93.

PASSED AND APPROVED this 20th day of December, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Comprehensive Plan and Zoning Code Update - Moved by Council Member Ibarra to approve Professional Services Agreement with Bolton & Menk for the Comprehensive Plan and Zoning Code update. Seconded by Council Member McKinney. Vote: All ayes with Council Member Ramos absent. Motion carried.

Downtown Master Plan - Moved by Council Member Rice to approve Professional Services Agreement with ISG for the Downtown Master Plan. Seconded by Council Member Ibarra.

FEMA BRIC Grant Application - Moved by Council Member Smith to adopt Resolution No. 54-R-2021-2022 authorizing Local Match for FEMA BRIC Grant application. Seconded by Council Member Ibarra. Roll call vote: All ayes with Council Member Ramos absent. Motion carried.

Council or Board Member

I submit this form for inclusion with the Hazard Mitigation Assistance Project Application.

Keri Navratil

Print Name of Authorized Representative

Authorized Representative's Signature and Date

Expansion Boulevard Sewer Rehabilitation Project - Moved by Council Member Rice to adopt Resolution No. 55-R-2021-2022 approving Final Completion, Change Order No. 1, and Final Payment of the Expansion Boulevard Sewer Rehabilitation project. Seconded by Council Member Ibarra. Roll call vote: All ayes with Council Member Ramos absent. Motion carried.

RESOLUTION NO. 55-2021-2022

RESOLUTION ADOPTING FINAL COMPLETION, CHANGE ORDER NO. 1 AND FINAL PAYMENT FOR THE EXPANSION BOULEVARD SEWER REHABILITATION PROJECT

WHEREAS, the plans, specifications, form of contract, estimate of cost, and award bid were filed with the CITY for the construction of certain public improvements described in general as the Expansion Boulevard Sewer Rehabilitation Project; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for said public improvements was published as required by law; and

WHEREAS, a contract in the amount of \$225,109.00 was awarded to Municipal Pipe Tool Co. for the project; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA;

Section 1. To approve Change Order No. 1 to the contract for work performed by Municipal Pipe Tool Co. for an increase of \$698.00 to the contract for a total contact amount of \$225,807.00.

Section 2. That the Mayor and Clerk are hereby directed to execute this Change Order No. 1.

Section 3. Final payment, pursuant to State Code, will be made to Municipal Pipe Tool Co. in the amount of \$11,290.35.

PASSED AND APPROVED this 20th day of December, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Fiscal Year 2023-2027 Proposed CIP Workshop - The City's department heads presented and discussed with the City Council and staff the future Capital Improvement and infrastructure plans for their departments.

City Council Requested Items - No items at this time.

Adjourn - Moved by Council Member Smith to adjourn at 6:32 pm. Seconded by Council Member Ibarra. Vote: All ayes with Council Member Ramos absent. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Prepared By: Heather Dee - Interstate Power and Light Company – PO Box 351 – Cedar Rapids, IA 52406 (319) 786-4514
Return To: Adam Walderbach – JCG Land Services, Inc. – 1715 South G Avenue – Nevada, IA 50201 (515) 382-1698
SAVE ABOVE THIS LINE FOR RECORDER

GAS PIPELINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **City of Storm Lake, Iowa**, (“Grantor(s)”), **ADDRESS PO Box 1086, Storm Lake, IA 50588** do(es) hereby warrant and convey unto Interstate Power and Light Company, an Iowa Corporation, its successor and assigns, (“Grantee”), a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove a pipeline or lines for the transportation and distribution of gas, steam and other substances, consisting of necessary fixtures, equipment and for communication and electrical controls, including the necessary appurtenances under and on the surface of the ground used or useful for all Corporate purposes, together with the power to extend to any other party the right to use, jointly with the Grantee and pursuant to the provisions hereof, upon, under, over and across the following described lands located in the County of Buena Vista, and the State of Iowa:

See Exhibits A & B, attached hereto and made a part hereof.

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants or other obstructions on the property described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, operation, repair or the use thereof.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to said line or lines, over/under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, operating, patrolling, repairing and removing said line or lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), including crops, field tiles, terraces, fences, equipment or livestock of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, patrolling or repairing said line or lines.

Signed this _____ day of _____, 20____.

**GRANTOR(S): CITY OF STORM LAKE,
IOWA**

By/Title: _____

By/Title: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 20____, before me,
the undersigned, a Notary Public in and for said State, personally
appeared

_____ to me personally known

or _____ provided to me on the basis of satisfactory
evidence

to be the persons(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the
instrument.

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
_____ CORPORATE
Title(s) of Corporate Officers(s):

_____ N/A
_____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s):
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

SIGNER IS REPRESENTING:
List name(s) of persons(s) or entity(ies):

_____ City of Storm Lake, Iowa

Exhibit A

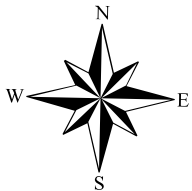
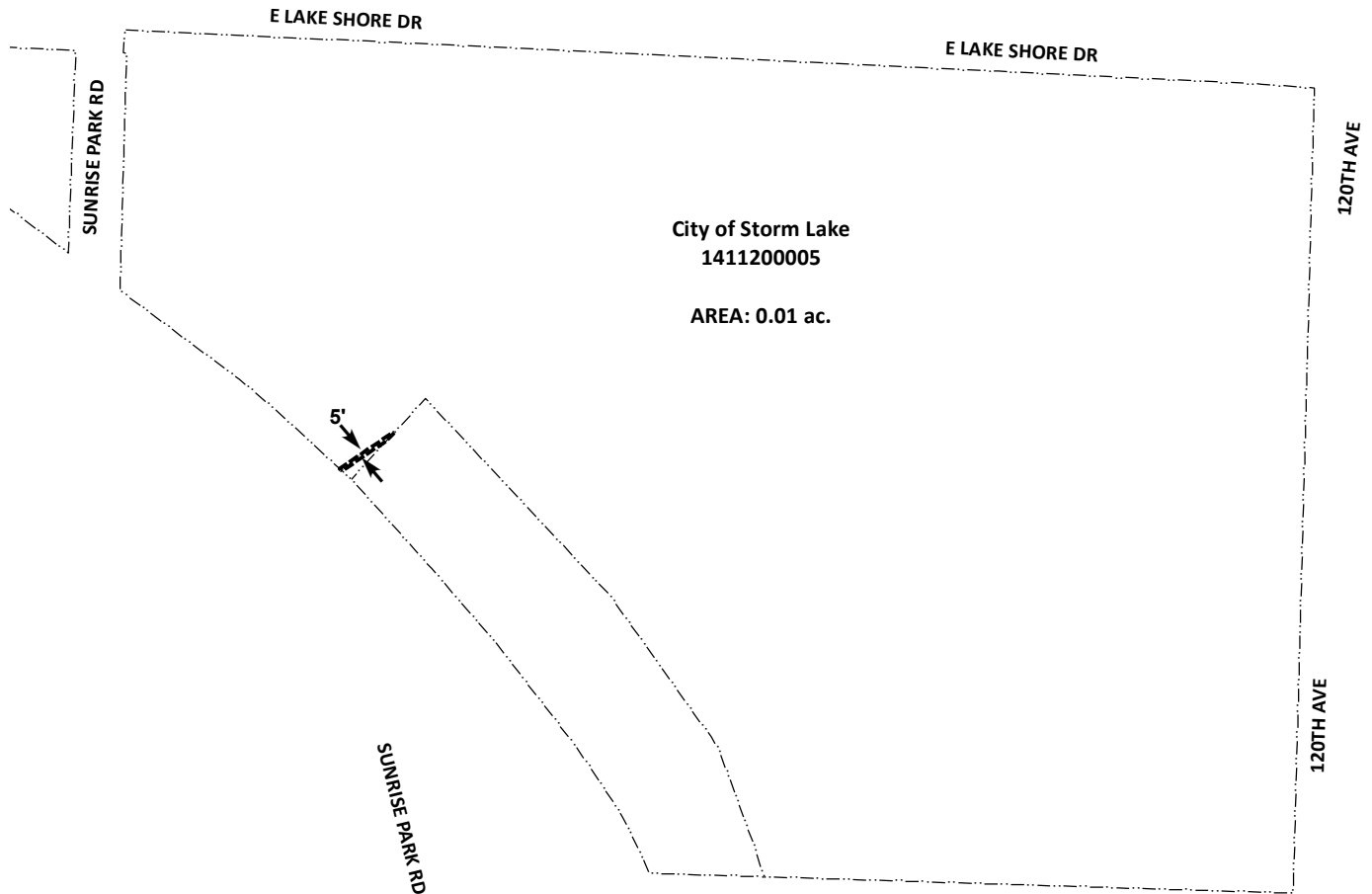
The easement area being a strip of land Five (5) feet in width, more particularly described by placement of the facilities at the time of construction and similar to the attached Exhibit "B", being a part of the following described real estate.

Part of Government Lot One (1) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Eleven (11), Township Ninety (90) North, Range Thirty-seven (37) West of the 5th P.M., Buena Vista County, Iowa, lying east of the ordinary highwater line as determined by Bert Cunningham, 1911, and including the abandoned Chicago, Milwaukee, St. Paul, and Pacific Railroad right-of-way, and containing 49.21 acres; except that part leased to the Faith Bible Christian Outreach Center and being fully described, as from the lease, as follows: Commencing at the Northwest corner of Government Lot One (1), Section Eleven (11), Township Ninety (90) North, Range Thirty-seven (37) West of the 5th P.M., thence South Thirty-three feet (33.0') to the point of beginning, thence due East a distance of One Hundred Six and Six Tenths Feet (106.6'), thence South 89° 12' East a distance of Six Hundred Four Feet (604.0'), thence South 09° 10' West a distance of Three Hundred Thirty-five and Eight tenths feet (335.8') to the High Water Line of Storm Lake as established in 1911, thence Northwesterly along said High Water Line, said line being described as follows: North 54° 45' West a distance of Three Hundred Twenty-Two and Six Tenths Feet (322.6'), thence North 63° 30' West a distance of Two Hundred Fourteen and One Tenth Feet (214.1'), thence North 75° 15' West a distance of Two Hundred Four Feet (204.0') to a point Thirty-nine Feet (39.0') South of the Northwest corner of said Government Lot One (1), thence North 00° 22' East a distance of Six Feet (6.0') to the point of beginning and containing an area of 2.29 acres.

The above described parcels are subject to all easements of record.

EXHIBIT B

A PART OF THE N 1/2 NE 1/2
SEC 11-T90N-R37W
BUENA VISTA COUNTY, IOWA



JCG LAND SERVICES, INC.
1715 SOUTH G AVENUE
NEVADA, IOWA 50201
(515) 382-1698



www.jcgland.com

DRAWN: WATSON

SUNSET BAY APARTMENTS

SCALE: 1" = 300'

DATE: 11/24/2021

 PROPERTY LINE

 EASEMENT AREA

This product is for informational purposes and
may not have been prepared for, or be suitable
for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE

Staff Summary

1/3/2022

Agenda Item # B.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: Buy Local Information

BACKGROUND: Early in 2011 during a Study Session discussion Council asked staff to look at putting together some analysis information regarding the amount of purchases made locally. We have pulled that information together and a provided a summary of purchases identified in the current list of bills to be approved that are purchased locally (within the City of Storm Lake), within Buena Vista County, and outside of Buena Vista County are presented here for Council's review. This information is presented for for both the City and King's Pointe's bills.

As the reader reviews the information they should note the following key notes:

- Costs associated with any major capital project (those bid under the State of Iowa Bid Law) are excluded from the calculation
- Costs associated with travel is excluded from the calculation and %
- Costs associated with payroll is excluded from the calculation and %
- In some cases there is only one vendor or an item is only available from vendors outside of the City limits and/or Buena Vista County – we have not identified these
- Some departments have fairly minor budgets and a major purchase can skew the % and or amount for a given review period (For Example: the Airport may have normally \$4,000 - \$6,000 in expenses until they purchase Jet Fuel or Av Gas which can be \$10,000 + and as a vendor who is not local this can skew the information for that review period)
- Local has been determined to be has an office front in the

area and based on where the office front is located for local vs. BV County (For Example: Wal-Mart is considered local since they have a store in Storm Lake even though their headquarters is not located here)

As with all analytical data it is possible to interpret the numbers in a variety of ways and as we move forward we would be happy to provide further detail and or revise the way in which we show the data. Likewise if you have any questions or concerns please don't hesitate to contact city staff.

FISCAL IMPACT:

Breakout	Calculated Expenses
Buena Vista County	\$ 4,162.45
Contract/Agreement	\$ 237,256.79
Local	\$ 23,227.98
Non- Local	\$ 131,776.83
Payroll/Refunds/Pyrl Tax & Ins	\$ 129,839.19
Total Expenses	\$ 526,263.24
Supporting Documents Attached	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

Description	Type
 Project Activity Report	Contract

Summary

Project Summary							
Project Number	Project Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
01112-0019	WasteWater Treatment Facility Wetlan...	1,173,565.00	-539.60	1,170,187.96	0.00	1,170,187.96	3,377.04
01112-0020	10th & Ontario StormWater Improvem...	1,753,734.33	-0.68	1,752,412.45	0.00	1,752,412.45	1,321.88
01112-0021	4th & Oats StormWater Improvements	832,997.63	-109.32	833,347.35	0.00	833,347.35	-349.72
OP1.122814	Richland Street, Phase 2 Improvements	165,500.00	165,500.00	171,515.75	0.00	171,515.75	-6,015.75
OP1.125106	BRIC	11,560,280.00	11,560,280.00	27,197.50	0.00	27,197.50	11,533,082.50
16-19284	4th & Bartion Storm Water Improvemen...	760,113.88	15,466.28	757,662.80	0.00	757,662.80	2,451.08
18-CF-004	United Community Health Service Center	600,000.00	0.00	561,683.60	0.00	561,683.60	38,316.40
19-22797	Memorial Lift Station Improvements	2,522,277.00	1,823.09	1,814,663.75	0.00	1,814,663.75	707,613.25
20-23848	Storm Lake WTP- Electrical MCC Replac...	268,494.81	11,187.37	264,037.29	0.00	264,037.29	4,457.52
20-24387	Radio Park Lift Station Replacement	568,639.68	568,639.68	317,664.77	0.00	317,664.77	250,974.91
20-HSG-022	2021 Housing Sustainability Project	110,812.00	110,812.00	86,614.12	0.00	86,614.12	24,197.88
35665	1st & Mae Street	764,059.53	-2,532.26	762,737.66	0.00	762,737.66	1,321.87
8406	7th & Geneseo St Sanitary Sewer Impro...	410,306.35	0.00	408,984.48	0.00	408,984.48	1,321.87
P11.112742	North Central SW Phase II	1,854,441.25	-515.95	1,853,147.38	0.00	1,853,147.38	1,293.87
P11.117908	Michigan Street Parking Lot Reconstruct...	408,199.80	-64.56	453,347.70	0.00	453,347.70	-45,147.90
P11.118940	Oneida Street Reconstruction from RR t...	2,567,760.12	4,406.76	2,193,318.66	235,288.29	2,428,606.95	139,153.17
P11.119679	FEMA Lake Bank Restoration	117,831.01	0.00	123,185.51	0.00	123,185.51	-5,354.50
P11.120411	Highway 7/110 Traffic Lane/Signalization	1,423,630.00	54,152.89	221,290.24	0.00	221,290.24	1,202,339.76
P11.120478	Tulip Lane SW Improvements	443,607.50	16,739.92	440,789.42	0.00	440,789.42	2,818.08
P11.120650	2020 Expansion Blvd Improvements	1,074,680.60	85,974.44	1,079,753.56	0.00	1,079,753.56	-5,072.96
P11.122266	7th Street Sewer Lining/2021 CIPP	514,861.25	514,861.25	483,692.65	0.00	483,692.65	31,168.60
T51.119823	Runway 13/31 & Taxiway Lighting	459,190.70	230.95	456,224.80	0.00	456,224.80	2,965.90
Urban20WQI-004	SLHS Courtyard Conservation	108,230.01	108,230.01	87,700.38	0.00	87,700.38	20,529.63
Report Total:		30,463,212.45	13,214,542.27	16,321,159.78	235,288.29	16,556,448.07	13,906,764.38

Group Summary							
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
Airport Projects	459,190.70	230.95	456,224.80	0.00	456,224.80	2,965.90	
Building Resilient Infrastructure and Co...	11,560,280.00	11,560,280.00	27,197.50	0.00	27,197.50	11,533,082.50	
Economic Development	936,873.02	219,042.01	859,183.61	0.00	859,183.61	77,689.41	
National Resiliency Disaster Grant Proje...	8,507,686.72	543,369.64	8,462,962.15	0.00	8,462,962.15	44,724.57	
Sanitary Sewer Projects	3,090,916.68	570,462.77	2,132,328.52	0.00	2,132,328.52	958,588.16	
Street Construction	5,639,770.52	309,969.53	4,119,225.91	235,288.29	4,354,514.20	1,285,256.32	
Water Project	268,494.81	11,187.37	264,037.29	0.00	264,037.29	4,457.52	
Report Total:	30,463,212.45	13,214,542.27	16,321,159.78	235,288.29	16,556,448.07	13,906,764.38	

Type Summary							
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
Construction	8,999,182.01	891,619.67	6,515,591.72	235,288.29	6,750,880.01	2,248,302.00	

Staff Summary

1/3/2022

Agenda Item # C.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Chris Cole, Police Chief

SUBJECT: **Motion to Approve the Live Healthy Iowa 5K Request**

BACKGROUND: Attached is a request for the Live Healthy Iowa 5K run / walk event scheduled for Sunday April 23rd 2022 from 6:30 AM to 10:30 AM.

The event will begin on Sunrise Park Road. Runners will travel south on Sunrise Park Road and turn around near the Lakeside City Limits. Runners will then travel north on the lake trail, loop around Chautauqua Park and return eastbound via the lake trail. The race will end near Awaysis Park.

Event organizers are requesting a permit for the route, a temporary road closure for Sunrise Park Road, and a noise variance for amplified music and announcements.

FISCAL IMPACT: This event is the same as in past years and caused no issues. The Storm Lake Police Department will have officers assist with traffic control. This cost will be absorbed by the normal operating budget.

RECOMMENDATION: Approve with appropriate proof of liability insurance.

ATTACHMENTS:

Description	Type
5K routes	Contract

Chris Cole

From: Colette Baker
Sent: Tuesday, December 21, 2021 11:51 AM
To: Chris Cole
Subject: Live Healthy Iowa
Attachments: 5K Route.jpg; 1K Route option 4.jpg

Chris,

We have been selected as a host city for the live Healthy Iowa 5K to be held Saturday, April 23, 2022. I need you to approve the routes please. They are the same routes we did when the race was here in 2016. We plan to have packet pick up at Sunrise Point Golf Course. On Saturday morning and possibly Friday night.

Thank you

Colette Baker

Code Enforcement Officer
712-732-8002



Get the latest City of Storm Lake News directly to your inbox!
[Sign up to News Flash - Press Release](#)





1K Kid's Run Route



Staff Summary

1/3/2022

Agenda Item # D.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Chris Cole, Police Chief

SUBJECT: **SLPD City Code Enforcement Summary**

BACKGROUND: 12/15/2021 to 12/29/2021

White Summons – 10

CCE
Junk Vehicles – 2
Accumulate Junk – 2
Accumulate Trash – 3

Total 7
0 Citations

FISCAL IMPACT: None

RECOMMENDATION: None

Staff Summary

1/3/2022

Agenda Item # 3.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Motion to Appoint Mayor Pro-tem**

BACKGROUND: This agenda item would appoint the Mayor Pro-tem. The Mayor Pro-tem conducts the Council Meetings in the Mayor's absence or unable to act.

FISCAL IMPACT: No Fiscal Impact

RECOMMENDATION: Appoint a Mayor Pro-tem

Staff Summary

1/3/2022

Agenda Item # 4.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Iowa Lakes Corridor Update/Budget Request**

BACKGROUND: President and CEO Shannon Landauer will provide an update regarding Iowa Lake Corridor along with FY 2022 budget request.

FISCAL IMPACT: N/A

RECOMMENDATION: N/A

Staff Summary

1/3/2022

Agenda Item # 5.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Brian Oakleaf, Finance Director

SUBJECT: **Fiscal Year 2022-2023 Outside Agency Question And Answer Session**

BACKGROUND: This agenda item will open the Question and Answer Session for our Outside Agency funding requests. Each agency will have three minutes to explain their program/and or proposal to the City Council. The Council may then ask questions of the applicant. Determination of the level of funding will be made at the Budget Workshops next month.

The requests are as follows:

Our Place - \$5,000 for outdoor signage promoting community events and cultural connections.

Santa's Castle - \$10,000 for conservation and repair of animation pieces with historical significance.

Storm Lake United - \$48,000, of which \$23,000 would be membership level based and \$25,000 for Wood, Wine and Blues, Summer Concerts and a multi-cultural event.

Upper Des Moines Opportunity - \$8,000 for funding their back to school program.

Witter Gallery - \$24,000 to continue to provide a wide range of programs, events and exhibitions for residents and visitors.

The requests total \$95,000. Any amounts agreed to by Council will be paid from the General Fund, which is solely funded through City property taxes. In addition, the first element of these applications is stating the specific Public Purpose for the funding. An additional requirement is that the Agency must be willing to

enter, or already have entered, into a 28E agreement. The State Auditors Office stated in a May 2020 advisory (referencing Article III, section 31 of Iowa Code) that this is the proper way to enter into public/private partnerships such as these.

FISCAL IMPACT: There is no fiscal impact for this Question and Answer Session.

RECOMMENDATION: Open the Outside Agency Question and Answer Session and invite any representatives to present their program and/or proposal.

ATTACHMENTS:

Description		Type
	Our Place	Backup Material
	Santa's Castle	Backup Material
	SLU	Backup Material
	UDMO	Backup Material
	Witter Gallery	Backup Material



Application for City of Storm Lake Grant Funding

4:00

City of Storm Lake
620 Erie Street P.O. Box 1086
Storm Lake, IA 50588
Phone #712-732-8000
Fax #712-732-4114
finance@stormlake.org

DUE DATE: December 3, 2021

4:00 P.M.

In Person: City Hall 620 Erie St. Email: finance@stormlake.org

Please complete entire application, answering questions in the provided space with appropriate and concise answers.

Name of Organization: Our Place

Mailing Address: 114 E. 3rd Street

Contact Person: Nancy Alderton or Di Daniels

Title: Our Place Board members

(Available During the Day)

Phone Number: Nancy: 712 299 3405 Di: 712 200 9863

Tax/Corporate Status of Organization: Community non-profit, operating under Lakeside Presbyterian Church's non-profit status

E-Mail Address: nalderton2000@gmail.com or didaniels2009@gmail.com

Tax ID#: 42-0741015

Amount Requested Fiscal Year 21/22: \$5,000

Explain how these funds will serve a Public Purpose:

Our Place has been available to the public for almost 10 years. And with the exception of the 'COVID year', in which we closed the facility, it has been highly utilized by many groups, including (but not limited to) Storm Lake Public School, BV County Coalition, Tri-T, AAUW, SALUD Multicultural Health Coalition, Proteus, Iowa Migrant Movement for Justice (previously JFON), etc. All of these groups contribute to the well-being of our community. We have struggled to publicize some of the great events that have happened at Our Place. We feel that outdoor signage would be of great benefit to the public, informing them of what is currently happening at Our Place and giving them an opportunity to participate.

Previous Funding from the City of Storm Lake	FY 19/20	FY 20/21	FY 21/22
Requested Funding	N/A	N/A	N/A
Allocated Funding	N/A	N/A	N/A

Describe the problem your project/program is attempting to prevent/solve or the issue(s) your project will address.

Electric signage could be programed to advertise the community based events that happen at Our Place,. It could also be used to promote other events that are beneficial to the community—like Election days, city events, etc. Signage could help those who are hosting events at Our Place be more inclusive and build awareness of these non-profits and the work they are doing.

It would bring awareness to the building (Our Place) itself, and that it is intended for a place to make cultural connections.

Messages could be posted in different languages to reach more members of our community.

How many people does this project/program serve?

It would serve our entire community.

Do any exclusions apply to who can participate in the project/program? If so, please explain.

Our Place is available to any non-profit for meetings, gatherings, events for no charge as long as those events are open to the public. Our Place is also available, free of charge, to those groups doing fund-raising for the benefit of a community member who may be going through difficult times, or a non-profit fund-raiser. Our Place is also open to the general public for private events and the cost of \$100 for the day. No alcohol is allowed on the premises.

If you received funding from the City during the previous year, please provide an explanation and documentation on how the funds were used.

N/A

What other ways does your organization raise funds for the operation and/or program/project you are requesting City funds for?

As previously stated, Our Place is available to the public for private parties at \$100 per day. Our Place accepts donations, but very few donations come in from the non-profits using the space.

Organizational Budget

(This budget should show all the expected revenues and expenditures for your ORGANIZATION. *Any Financial Statements or Budgets containing the requested information may be submitted in lieu of the following sections.*

☐ Calendar Year (Jan.-Dec.)
 ☐ Fiscal Year (July-June)
 ☐ Federal Fiscal Year (Oct.-Sept.)

	Revenues	Previous Year	Current Year	Next Year
1	Fees	N/A	N/A	
2	Federal Funding	N/A	N/A	
3	State Funding	N/A	N/A	
4	Buena Vista County Funding	N/A	N/A	
5	City of Storm Lake Funding	N/A	N/A	
6	Other Governmental Funding (list below)	XXXXXX	XXXXXX	XXXXXX
7	Fundraising	N/A	N/A	
8	Donations	N/A	\$240 (rental and donations)	
9	Other Funds (list below)	XXXXXX	XXXXXX	XXXXXX
	<u>Total Revenue</u>			
	Expenses			
10	Salaries, Wages, Benefits	N/A		
11	Contractual Costs	\$359. 49	\$287.00	
12	Facilities Costs (Utilities/Rent)			
13	Materials/Supplies	n/a	1,472.40	

14	Other Expenses (list below)	XXXXXX	XXXXXX	XXXXXX
16	Total Expenses		\$1,759.40	
17	Net Gain (Loss)		\$240.00	

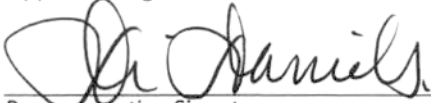
- A. Organizations may submit additional documents supporting their request;
- B. Projects/programs that are funded should be prepared to submit a year-end report to show how the money was used and if results were achieved.

CERTIFICATION:

- ☐ The undersigned is prepared to execute a 28E agreement with the City of Storm Lake.
- ☐ The undersigned will provide the City of Storm Lake current budget and last year's budget.
- ☐ The undersigned will not discriminate on the basis of race, religion, age, sex, or natural origin.

The undersigned understands that payments on approval requests will be made only after receipt of a written request along with any required documentation and at a time that is in the best interest of the City of Storm Lake for purposes of cash flows.

Applicant Organization Our Place



Representative Signature

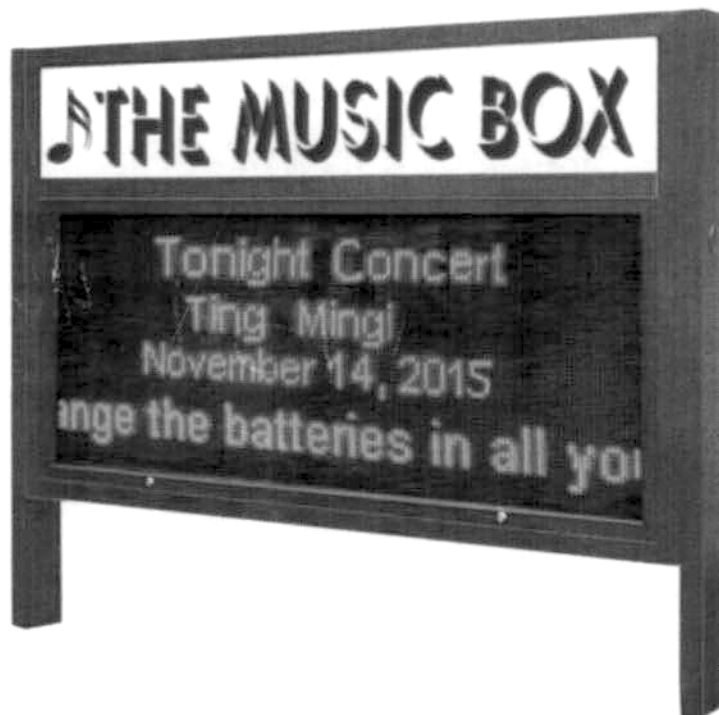
Date Dec. 3, 2021

Completed Applications are due by **4:00 P.M. Friday, December 3, 2021**. Any applications received after this date will not be accepted.

The City of Storm Lake will hold a Question & Answer session on the grant application requests on **Monday, January 3rd, 2022**, at **5:00PM in the Storm Lake Council Chambers** located at 620 Erie Street, Storm Lake, Iowa. At that time applicants will be given three (3) minutes to explain their program and/or proposal to the City Council. At this time the Council may ask questions of the applicant. Determination of the level of funding will be made at the budget workshop in early 2022; the specific date will be announced later upon formal approval of the FY 2023 Budget.

Aarco MMLEDY4060RBA 39 1/2" x 57 3/4" Yellow LED Marquee Motion Sign System

Item: #320919 MFG: #MMLEDY4060RBA



Related Items



Aarco MMLED4872RBA
45 3/4" x 70 1/4" Red



Aarco MMLED4060RBA
30 1/2" x 57 3/4" Red



Aarco
MMLEDY4872RBA 45



Aarco BM2X4BA Lawn
Red for Marquee LED

Standard Shipping ?

\$4,315.99 / Each

1

ADD TO CART

Shipping

Typically ships in 6 business days.

Other Available Colors



- ✓ 57-3/4" wide x 39-1/2" high
- ✓ Bright yellow LED lights
- ✓ Bronze anodized finish
- ✓ Lockable front door
- ✓ Weatherproof aluminum cabinet
- ✓ Includes software
- ✓ Lighted header and graphics



RECEIVED
12-3-21 @
3:56pm

Application for City of Storm Lake Grant Funding

City of Storm Lake
620 Erie Street P.O. Box 1086
Storm Lake, IA 50588
Phone #712-732-8000
Fax #712-732-4114
finance@stormlake.org

DUE DATE: December 3, 2021

4:00 P.M.

In Person: City Hall 620 Erie St. Email: finance@stormlake.org

Please complete entire application, answering questions in the provided space with appropriate and concise answers.

Name of Organization:

Santa's Castle

Mailing Address:

P.O. Box 212, Storm Lake, IA 50588

Contact Person:

Ron Hott

Title:

Board President

(Available During the Day)

Phone Number:

712-299-4402

Tax/Corporate Status of Organization:

non-profit

E-Mail Address:

mwl50713@gmail.com

Tax ID#:

27-1345401

Amount Requested Fiscal Year 21/22: \$ 10,000.00

Explain how these funds will serve a Public Purpose:

Santa's Castle is a museum, housed in the City's uniquely-designed Carnegie Library building, dedicated to educating the public on the history of the building, the City (particularly the downtown business area), and the antique holiday animation and artifacts housed in said building. The requested funds will continue that mission by allowing for authentic, archival conservation of some

Previous Funding from the City of Storm Lake	FY 19/20	FY 20/21	FY 21/22
Requested Funding	—	—	\$10,000.00
Allocated Funding	—	—	

of the animation that is in dire need of repair. Once repair is complete, even more opportunity to see these significant pieces will become possible.

Describe the problem your project/program is attempting to prevent/solve or the issue(s) your project will address.

There are at least 10 pieces of animation dating from the 1930's to 1960's that are in need of significant repair. Once this is done, it is the Board's hope to bring a more broad awareness to the collection, most of which was created by the famed Silvestri Company of Italy. As they are now, the pieces cannot be utilized or appreciated. When fixed, they will be a big tourism draw for our City.

How many people does this project/program serve?

Do any exclusions apply to who can participate in the project/program? If so, please explain.

No.

If you received funding from the City during the previous year, please provide an explanation and documentation on how the funds were used.

Not applicable.

What other ways does your organization raise funds for the operation and/or program/project you are requesting City funds for?

Santa's Castle does an annual appeal for donations. A small admission fee is charged for entry, and a "Shop" with items available for a donation, also help generate operating funds.

Organizational Budget

(This budget should show all the expected revenues and expenditures for your ORGANIZATION. Any Financial Statements or Budgets containing the requested information may be submitted in lieu of the following sections.



☒ Calendar Year (Jan.-Dec.)

☐ Fiscal Year (July-June)

☐ Federal Fiscal Year (Oct.-Sept.)

	Revenues	Previous Year	Current Year	Next Year
1	Fees	0	20,000.00	
2	Federal Funding	0		
3	State Funding	0		
4	Buena Vista County Funding	0		
5	City of Storm Lake Funding	0		
6	Other Governmental Funding (list below)	XXXXXX	XXXXXX	XXXXXX
7	Fundraising	0	1,000.00	
8	Donations	465.00	5,000.00	
9	Other Funds (list below)	XXXXXX	XXXXXX	XXXXXX
	Store Donations		4,000.00	
	Total Revenue	465.00	\$30,075.00	
	Expenses			
10	Salaries, Wages, Benefits	2312.52	0	
11	Contractual Costs	190.76	6	
12	Facilities Costs (Utilities/Rent)	1560.73	7,400.00	
13	Materials/Supplies	1334.11	9,700.00	
14	Other Expenses (list below)	XXXXXX	XXXXXX	XXXXXX
	Advertising / P.R.		4,750.00	
	Insurance		1,400.00	
16	Total Expenses	5398.12	23,250.00	
17	Net Gain (Loss)	(4933.12)	6,825.00	

Not yet prepared

projected at beginning of 2021.

- A. Organizations may submit additional documents supporting their request;
- B. Projects/programs that are funded should be prepared to submit a year-end report to show how the money was used and if results were achieved.

CERTIFICATION:

- ☒ The undersigned is prepared to execute a 28E agreement with the City of Storm Lake.
- ☒ The undersigned will provide the City of Storm Lake current budget and last year's budget.
- ☒ The undersigned will not discriminate on the basis of race, religion, age, sex, or natural origin.

The undersigned understands that payments on approval requests will be made only after receipt of a written request along with any required documentation and at a time that is in the best interest of the City of Storm Lake for purposes of cash flows.

Santa's Castle
Applicant Organization

Ronald G. Holt
Representative Signature
President

12-03-2021
Date

Completed Applications are due by **4:00 P.M. Friday, December 3, 2021**. Any applications received after this date will not be accepted.

The City of Storm Lake will hold a Question & Answer session on the grant application requests on **Monday, January 3rd, 2022**, at **5:00PM in the Storm Lake Council Chambers** located at 620 Erie Street, Storm Lake, Iowa. At that time applicants will be given three (3) minutes to explain their program and/or proposal to the City Council. At this time the Council may ask questions of the applicant. Determination of the level of funding will be made at the budget workshop in early 2022; the specific date will be announced later upon formal approval of the FY 2023 Budget.



Application for City of Storm Lake Grant Funding

City of Storm Lake
620 Erie Street P.O. Box 1086
Storm Lake, IA 50588
Phone #712-732-8000
Fax #712-732-4114
finance@stormlake.org

1:20

DUE DATE: December 3, 2021

4:00 P.M.

In Person: City Hall 620 Erie St. Email: finance@stormlake.org

Please complete entire application, answering questions in the provided space with appropriate and concise answers.

Name of Organization: STORM LAKE UNITED

Mailing Address: P.O. BOX 584, STORM LAKE, IA 50588

Contact Person: Gelder Pineda

Title: BOOKKEEPER

(Available During the Day)

Phone Number: 712.732.3780

Tax/Corporate Status of Organization: 501 (C) (6)

E-Mail Address: Bookkeeping@stormlakeunited.com

Tax ID#: 27-0436116

Amount Requested Fiscal Year 21/22: \$48,000

Explain how these funds will serve a Public Purpose:

Please see attachment #1.

<u>Previous Funding</u> from the City of Storm Lake	FY 19/20	FY 20/21	FY 21/22
Requested Funding	\$60,000	\$50,000	\$48,000
Allocated Funding	\$51,999.96	\$49,999.98	

Organizational Budget

(This budget should show all the expected revenues and expenditures for your ORGANIZATION. **Any Financial Statements or Budgets containing the requested information may be submitted in lieu of the following sections.**

☒ Calendar Year (Jan.-Dec.)

☐ Fiscal Year (July-June)

☐ Federal Fiscal Year (Oct.-Sept.)

	Revenues	Previous Year	Current Year	Next Year
1	Fees	109,599.16	110,265.00	120,000.00
2	Federal Funding	0	0	0
3	State Funding	0	0	0
4	Buena Vista County Funding	22,500	25,000	25,000
5	City of Storm Lake Funding	51,000.01	41,600.01	48,000
6	Other Governmental Funding (list below)	XXXXXX	XXXXXX	XXXXXX
7	Fundraising	0	0	0
8	Donations & Sponsorships	9,341	8,341.00	8,341.00
9	Other Funds (list below)	XXXXXX	XXXXXX	XXXXXX
	Farm Rent	1,370.00	1,370.00	1,370.00
	RL Interest & Short-term CD	3,366.38	1,962.18	1,900.00
	Tourism	47,082.17	50,340.05	51,000
	PPP Forgiveness Loan	0	34,679.85	0
	Total Revenue	244,258.72	273,558.09	255,611
	Expenses			
10	Salaries, Wages, Benefits	133,286.98	117,845.87	118,000.00
11	Contractual Costs	2,489.30	2,489.30	2,500.00
12	Facilities Costs (Utilities/Rent)	4,428.51	5,022.92	5,100.00
13	Materials/Supplies	25,432.21	28,474.79	30,000
14	Other Expenses (list below)	XXXXXX	XXXXXX	XXXXXX
	Advertising	39,137.84	55,526.65	55,600
	Insurance	8,470.50	8,469.10	8,500.00
	Housing Initiative	60,000.00	10,000.00	0
	Property Taxes	1,571.00	2,779.00	3,000.00
	Events	3,980.00	31,921.82	32,000.00
	Dues/Travel/Mileage	3,023.04	1,463.07	1,700.00
	Depreciation and disposal of assets	(19,134.89)		
16	Total Expenses	278,796.34	263,992.52	256,400
17	Net Gain (Loss)	(34,537.62)	(9,565.57)	(789.00)

Describe the problem your project/program is attempting to prevent/solve or the issue(s) your project will address.

Please see attachment #2.

How many people does this project/program serve?

Please see attachment #3.

Do any exclusions apply to who can participate in the project/program? If so, please explain.

No exclusions apply.

If you received funding from the City during the previous year, please provide an explanation and documentation on how the funds were used.

Funds received from the City during the previous year were used for following public events; We Love our Customers Valentine's Day Promotion, Walking Warehouse Sales, Lucky You- St. Patrick's Day campaign, A Mother Like No Other campaign, Ridiculous Days, Star Spangled Spectacular, Summer Concert – La Exclusiva Banda Summer Concert – Neil Anders & Brother Merritt, Wood, Wine & Blues, Chills and Thrills, Sassy Saturdays, Holiday Open House, Dummy Talk – The Comedy Ventriloquism of Marc Rubben and Miracle on Lake Avenue.

Advertising – television, radio, print and digital media. Production of commercials.

www.visitsstormlake.com Website Update

Community Pride Water Tower Video

Brochures, posters and marketing materials.

What other ways does your organization raise funds for the operation and/or program/project you are requesting City funds for?

Storm Lake United is a 501 (C) (6) non-profit organization and serves as the Chamber of Commerce for the City of Storm Lake. We are a membership organization and rely on membership dues as a primary source of revenue. Every member is required to pay dues which helps cover our organization's overall operating costs.

- A. Organizations may submit additional documents supporting their request;
- B. Projects/programs that are funded should be prepared to submit a year-end report to show how the money was used and if results were achieved.

CERTIFICATION:

- ☒ The undersigned is prepared to execute a 28E agreement with the City of Storm Lake.
- ☒ The undersigned will provide the City of Storm Lake current budget and last year's budget.
- ☒ The undersigned will not discriminate on the basis of race, religion, age, sex, or natural origin.

The undersigned understands that payments on approval requests will be made only after receipt of a written request along with any required documentation and at a time that is in the best interest of the City of Storm Lake for purposes of cash flows.

Storm Lake United
Applicant Organization

[Signature]
Representative Signature

12-3-2021
Date

Completed Applications are due by **4:00 P.M. Friday, December 3, 2021**. Any applications received after this date will not be accepted.

The City of Storm Lake will hold a Question & Answer session on the grant application requests on **Monday, January 3rd, 2022**, at **5:00PM in the Storm Lake Council Chambers** located at 620 Erie Street, Storm Lake, Iowa. At that time applicants will be given three (3) minutes to explain their program and/or proposal to the City Council. At this time the Council may ask questions of the applicant. Determination of the level of funding will be made at the budget workshop in early 2022; the specific date will be announced later upon formal approval of the FY 2023 Budget.

CITY OF STORM LAKE GRANT FUNDING REQUEST
ATTACHMENT #1

Storm Lake United is the public face of not only our tourism and visitor outreach, but also our business community. It is our role to brand and position Storm Lake as a dynamic community in which entities – both large and small – can productively and successfully relocate or launch a business venture. As the tourism driver, SLU presents our community as an ideal destination for a day trip or vacation, supporting our hospitality, recreation, and retail segments. The organization is also charged with positioning Storm Lake as a viable and welcoming small city for new residents, and continually presenting a positive image of the community.

In Fiscal Year 21/22 we feel it is vital to promote The City of Storm Lake as a desirable location for recreation and as a great place to live and work. Storm Lake is a viable, affordable, and a safe option for vacationing. We will coordinate outreach with campaigns that also promote relocation and business expansion. These campaigns need to be consistent and coordinated with the public, business members, local government, and stakeholders in the area.

We believe there is an opportunity to increase visitors to Storm Lake and the tourism generated income they will bring to our local economy. Grant funding will allow us to continue to provide successful events that are free to attend such as the Lighthouse Summer Concert Series, Wood, Wine & Blues, Chills and Thrills, and Miracle on Lake Avenue. With grant funding we will also develop and host a new and inclusive event that will engage and bring together everyone in our diverse community through carefully targeted social media campaigns, traditional outreach, and our website. Events can define a town, very much the way the Star-Spangled Spectacular has become a recognizable and legacy event drawing visitors from all around the country. Storm Lake United partners with every event, whether it is led by SLU or another organization, to ensure they are successful. Storm Lake United's community events like Miracle on Lake Avenue. Wood, Wine and Blues and our summer concerts in the park foster a strong sense of community for residents and encourage visitors to come back again and again.

We have and will continue to provide valuable resources such as a community calendar, job postings, weekly email updates, expanded web presence, and social media channels that provide an easy connection with the city and the public. Funding allows us to successfully run a targeted media campaign including print, billboard, digital and television advertising to promote Storm Lake as a tourist destination, as well as an ideal place to relocate a family or business.

We just updated our website www.visitstormlake.com which features information on attractions and community events for residents and offers information to visitors about the City of Storm Lake. It also provides valuable information to local businesses about our membership services. We create engaging videos that reflect the City of Storm Lake and its community members in a positive way. These videos are shared widely and establish a sense of public pride residents of Storm Lake. We also have created a YouTube channel for Storm Lake United so we can showcase Storm Lake and the surrounding area to reach even more people.

Storm Lake United respectfully asks \$48,000 for Fiscal Year 21/22 based on the following:

Membership Dues \$23,000 - based on 230 SLU Members* projected

Wood, Wine & Blues \$15,000

Lighthouse Summer Concert Series \$7,000

Multicultural Event \$3,000

CITY OF STORM LAKE GRANT FUNDING REQUEST
ATTACHMENT #2

Storm Lake United continues to lead as the voice of our members and a champion for our community. We have new and innovative plans for 2022 that focus on tourism, shopping, and community engagement. In short, our organization is responsible for ensuring our community remains strong, dynamic, and focused on the future.

Through our leadership, programs, retail promotions, marketing, services, and advocacy we prevent business recession, stagnation, and negative growth by stimulating and supporting Storm Lake's economy.

Events have direct and indirect impacts on communities. They provide opportunities for participation, skills development, volunteering, and social cultural economic and environmental developments. Community events and festivals can attract tourists and visitors. Storm Lake United provides opportunities for community engagement which build and sustain Storm Lake as cohesive community. Harnessing a sense of community is important for several reasons, including individual mental well-being, the identity of our town and creating new business opportunities.

Who would want to live in a city devoid of quality events and activities? We need something to do! At the end of the day, the point of hosting a community event is to create memorable moments for the public. Storm Lake United events not only showcase what the City of Storm Lake has to offer but connect members of the community forever from these shared experiences, no matter their background, gender, or age.

CITY OF STORM LAKE GRANT FUNDING REQUEST
ATTACHMENT #3

Enumerating the number of individuals served by SLU is quite challenging. Possibly a better way to define our reach and effect would be to outline segments of the population that are served or rely on SLU:

- Our website continually sees thousands of visitors monthly and provides a direct contact channel for all members as well as lodging destinations with website visitors.
- We mentor and support new members and provide a number of services (e.g. loans, referrals, etc.)
- We provide a centralized point of information for events in the community.
- We drive initiatives that encourage tourism and shopping.
- In 2021 Storm Lake United received over 1,200 phone calls, provided 150 business referrals and had over 700 visitors to our office.

Storm Lake United

Profit & Loss Prev Year Comparison

January through December 2021

	Jan - Dec 21	Jan - Dec 20
Ordinary Income/Expense		
Income		
Program Income		
Donations		1,000.00
Membership Dues	110,265.00	109,599.16
Program Income - Other	7,338.00	8,341.00
Total Program Income	117,603.00	118,940.16
Direct Public Support		
Buena Vista County Support	25,000.00	22,500.00
City of Storm Lake Support	91,940.06	98,082.18
Total Direct Public Support	116,940.06	120,582.18
Investments		
Interest-Revolving Loan	1,269.32	2,136.26
Interest-Savings, Short-term CD	482.64	1,230.12
Total Investments	1,751.96	3,366.38
Other Types of Income		
Farm Rent	1,370.00	1,370.00
Miscellaneous Revenue	4,735.22	13,677.45
Other Types of Income - Other	117.00	
Total Other Types of Income	6,222.22	15,047.45
Total Income	242,517.24	257,936.17
Gross Profit	242,517.24	257,936.17
Expense		
Payroll Expenses	100,637.94	133,286.98
Events	32,521.82	3,980.00
Advertising	58,947.26	39,137.84
Facilities and Equipment	5,022.92	4,428.51
Loan Interest Expense		2.88
Operations	29,251.04	25,432.21
Dues-Organizations	775.00	2,275.00
Travel and Meetings	688.07	748.04
Insurance - Liability, D and O	8,469.10	8,470.50
Property Taxes	2,779.00	1,571.00
Contract Services	1,459.45	2,489.30
Housing Initiative	10,000.00	60,000.00
Other Types of Expenses	752.97	1,713.98
Total Expense	251,304.57	283,536.24
Net Ordinary Income	(8,787.33)	(25,600.07)
Other Income/Expense		
Other Income		
Nontaxable PPP Loan Forgiveness	34,679.85	
Total Other Income	34,679.85	
Other Expense		(19,134.89)
Net Other Income	34,679.85	19,134.89
Net Income	25,892.52	(6,465.18)



Application for City of Storm Lake Grant Funding

City of Storm Lake
620 Erie Street P.O. Box 1086
Storm Lake, IA 50588
Phone #712-732-8000
Fax #712-732-4114
finance@stormlake.org

3:39

DUE DATE: December 3, 2021

4:00 P.M.

In Person: City Hall 620 Erie St. Email: finance@stormlake.org

Please complete entire application, answering questions in the provided space with appropriate and concise answers.

Name of Organization: Upper Des Moines Opportunity, Inc.

Mailing Address: 620 Michigan Street, Storm Lake, IA 50588

Contact Person: Alisa Schlief Title: Family & Community Services Director
(Available During the Day)

Phone Number: 515-570-0767 Tax/Corporate Status of Organization: Tax-Exempt-Private

E-Mail Address: aschlief@udmo.com Tax ID#: 42-0923424

Amount Requested Fiscal Year 21/22: \$ 8,000

Explain how these funds will serve a Public Purpose:

Upper Des Moines Opportunity, Inc. is respectfully requesting funds for our Back to School Program which provides students with backpacks filled with the required school supplies, school clothing and shoes for the upcoming school year.

Previous Funding from the City of Storm Lake	FY 19/20	FY 20/21	FY 21/22
Requested Funding	\$7,000	\$8,000	\$8,000
Allocated Funding	\$7,000	\$8,000	

Describe the problem your project/program is attempting to prevent/solve or the issue(s) your project will address.

Upper Des Moines Opportunity, Inc.'s (UDMO) Back to School Program assists income eligible families who have school age children with school clothes, shoes and supplies for the school year. UDMO receives the school supply lists for each grade and then works in-conjunction with Salvation Army to get all the backpacks and school supplies. Each backpack is filled with the required school supplies to ensure that the children are prepared for the new school year. In addition, UDMO provides funds to children and their families so they are able to go to Brown Shoe Store to pick out a new pair of school shoes. Likewise, the children and their families go to Wal-Mart to purchase new school clothes.

How many people does this project/program serve?

Last year, the Back to School Program served 378 children in 80 Storm Lake households. UDMO expects that number to increase because each year the number of families who come to UDMO for this service grows.

Do any exclusions apply to who can participate in the project/program? If so, please explain.

The Upper Des Moines Opportunity, Inc.'s (UDMO) Back to School Program assists income eligible families, all who meet income guidelines are able to participate. This program is available to families at 185% of the federal poverty guidelines. Therefore, families over the federal poverty guideline or those outside Buena Vista county are not eligible.

If you received funding from the City during the previous year, please provide an explanation and documentation on how the funds were used.

Funding from the City of Storm Lake in the previous fiscal year was used to support the Back to School Program. Ensuring children are ready for school with the proper supplies can lead to them being prepared to enter the workforce when they graduate or to attend college to further their education. Items purchased with grant funds include pencils, markers, colored pencils, pencil boxes, folders, spiral bound notebooks, loose leaf paper, backpacks, highlighters, rulers, scissors and pens.

What other ways does your organization raise funds for the operation and/or program/project you are requesting City funds for?

UDMO continually seeks out funding options to meet emerging needs in the communities in our service area. For the Back to School program in Buena Vista county, UDMO seeks funding through foundation grants, asks for donations from citizens and businesses, and co-funds the remaining through the Community Services Block Grant (CSBG) that is from the Iowa Department of Human Rights. All funds raised in Buena Vista County and/or Storm Lake stay within the county or city.

Organizational Budget

(This budget should show all the expected revenues and expenditures for your ORGANIZATION. *Any Financial Statements or Budgets containing the requested information may be submitted in lieu of the following sections.*

☐ Calendar Year (Jan.-Dec.)

☐ Fiscal Year (July-June)

☒ Federal Fiscal Year (Oct.-Sept.)

	Revenues	Previous Year	Current Year	Next Year
1	Fees	-	-	-
2	Federal Funding	10,487,268	14,187,217	15,843,771
3	State Funding	1,149,534	956,337	900,000
4	Buena Vista County Funding	18,000	18,900	18,000
5	City of Storm Lake Funding	8,000	8,000	8,000
6	Other Governmental Funding (list below)	XXXXXX	XXXXXX	XXXXXX
	Other County Funding (Excluding BV)	140,812	153,034	150,000
	Other City Funding (Excluding Storm Lake)	48,538	23,487	25,000
7	Fundraising	-	-	-
8	Donations	227,386	641,975	650,000
9	Other Funds (list below)	XXXXXX	XXXXXX	XXXXXX
	Rent (HOME Apartments)	108,470	103,889	110,000
	Other	119,310	484,500	475,244
	In-Kind (Head Start, Shared Visions)	1,200,057	1,889,627	1,930,168
	Total Revenue	13,507,375	18,466,966	20,110,183
	Expenses			
10	Salaries, Wages, Benefits	7,562,233	8,504,156	9,356,047
11	Contractual Costs	64,347	97,191	828,122
12	Facilities Costs (Utilities/Rent)	294,058	419,953	523,984
13	Materials/Supplies	433,483	839,046	927,442
14	Other Expenses (list below)	XXXXXX	XXXXXX	XXXXXX
	Client Services	3,441,765	5,162,460	4,931,497
	Other Operational	572,654	1,511,116	1,612,923
	In-Kind (Head Start, Shared Visions)	1,200,057	1,889,627	1,930,168
16	Total Expenses	13,568,597	18,423,549	20,110,183
17	Net Gain (Loss)	34,778		

- A. Organizations may submit additional documents supporting their request;
B. Projects/programs that are funded should be prepared to submit a year-end report to show how the money was used and if results were achieved.

CERTIFICATION:

- ☒ The undersigned is prepared to execute a 28E agreement with the City of Storm Lake.
- ☒ The undersigned will provide the City of Storm Lake current budget and last year's budget.
- ☒ The undersigned will not discriminate on the basis of race, religion, age, sex, or natural origin.

The undersigned understands that payments on approval requests will be made only after receipt of a written request along with any required documentation and at a time that is in the best interest of the City of Storm Lake for purposes of cash flows.

Upper Des Moines Opportunity, Inc
Applicant Organization

Alison Schreyer
Representative Signature

12-3-21
Date

Completed Applications are due by **4:00 P.M. Friday, December 3, 2021**. Any applications received after this date will not be accepted.

The City of Storm Lake will hold a Question & Answer session on the grant application requests on **Monday, January 3rd, 2022**, at **5:00PM in the Storm Lake Council Chambers** located at 620 Erie Street, Storm Lake, Iowa. At that time applicants will be given three (3) minutes to explain their program and/or proposal to the City Council. At this time the Council may ask questions of the applicant. Determination of the level of funding will be made at the budget workshop in early 2022; the specific date will be announced later upon formal approval of the FY 2023 Budget.

Program Activity Agency Summary

Friday, 3 December, 2021

Program is BACK TO SCHOOL

Program activity date is between 10/01/2020 and 09/30/2021

Program activity county is Buena Vista

Selected Program Activities

Service	Activity	Household served	Individuals served	Units of service	Cost of service
060 BACK TO SCHOOL					
Backpack	Completed	10	53	11.00	\$220.00
School Supplies w/backpack	Completed	70	325	162.00	\$6,480.00
Report totals:		80	378	173.00	\$6,700.00



12:53

DUE DATE: December 3, 2021**4:00 P.M.****In Person: City Hall 620 Erie St. Email: finance@stormlake.org**

Please complete entire application, answering questions in the provided space with appropriate and concise answers.

Name of Organization: WITTER GALLERY

Mailing Address: 609 CAYUGA ST., STORM LAKE IA 50588

Contact Person: PATRICIA HAMPTON

Title: PRESIDENT OF THE BOARD

(Available During the Day)

Phone Number: 909-730-2031

Tax/Corporate Status of Organization: TAX-EXEMPT

E-Mail Address: hampton.p@outlook.com

Tax ID#: 42-1165174

Amount Requested Fiscal Year 22/23: \$ 24,000

Explain how these funds will serve a Public Purpose:

The value of access to the fine arts is often overlooked, but it is an important element of a healthy community. Throughout history access to and appreciation of art has been a reliable indicator of a high quality of life. In more recent decades, many respected studies have shown the positive results of art and music on emotional and mental health. Many people are turning to art as a source of hope, comfort, and calm during this difficult time. Witter Gallery is the center for the creation, exhibition, preservation and appreciation of fine arts in the Storm Lake area.

Previous Funding from the City of Storm Lake	FY 19/20	FY 20/21	FY 21/22
Requested Funding	\$18,000	\$18,000	\$18,000
Allocated Funding	\$13,000	\$13,000	\$18,000

Describe the problem your project/program is attempting to prevent/solve or the issue(s) your project will address.

Though the Gallery was closed during much of 2020, we greatly expanded our presence and free offerings on our social media outlets. Classes and family-oriented activities were live-streamed and recorded for later viewing. During 2021 we have continued with these options, while cautiously re-opening the Gallery to in-person experiences. We are committed to finding creative ways to continue to support those in our community as we all adjust to a "new normal".

We need funds to continue providing free admission to a wide range of art exhibitions, programs, and events to all local residents, as well as visitors to our area. Witter Gallery also provides art classes and encouragement to interested youth and adult students, of a kind that is not available elsewhere. In addition, we host free community and family-oriented events throughout the year.

How many people does this project/program serve?

Witter Gallery serves over 1,000 persons per year at our three major annual events alone – through the activities we sponsor and staff at the Star Spangled Spectacular, our Halloween and Day of the Dead events and the Holiday Wassail Party. Visitors to the exhibits during our regular open hours and participants in our regular art classes and the summer Art Camps for children significantly increase this number. We also provide personalized art activities for interested groups, and partner with other community organizations throughout the year.

We were delighted to see the number of virtual visitors to Witter Gallery dramatically increase during 2020. This interest has continued, and we have also recorded high numbers of in-person visitors since re-opening for regular hours. Our data shows a recent average of about 200 individual visitors to Witter Gallery per month, not including attendance of about 55 persons (the maximum allowed at this time) at each of our Witter After Hours concerts this fall.

Do any exclusions apply to who can participate in the project/program? If so, please explain.

There are no exclusions. Witter Gallery programs and events are open to all.

If you received funding from the City during the previous year, please provide an explanation and documentation on how the funds were used.

We received \$18,000 in funding from the City of Storm Lake for the current fiscal year. This amount provides a minimal salary for our Gallery staff - a Director and an Assistant Director, both part-time employees. This has allowed us to keep the doors open and to continue offering and expanding our educational and community centered classes, events and exhibitions.

We continue to struggle with frequent staff turnover, as a lack of stable funding from year to year and a maximum pay rate of \$12/hour for our employees is not competitive with other jobs in Storm Lake. Our staff is extremely dedicated, enthusiastic, and hard-working, but they also have bills to pay.

Note that support from the City of Storm Lake also allows us to meet minimum criteria for applying for additional funding from other sources throughout the year.

What other ways does your organization raise funds for the operation and/or program/project you are requesting City funds for?

More than 50% of our annual operating budget is covered by other sources. These include annual memberships, exhibit sponsors, small fees for art classes, individual donations, small grants and our multiple fundraising events throughout the year.

Organizational Budget

(This budget should show all the expected revenues and expenditures for your **ORGANIZATION**. *Any Financial Statements or Budgets containing the requested information may be submitted in lieu of the following sections.*

☐ Calendar Year (Jan.-Dec.)

☐ Fiscal Year (July-June)

☐ Federal Fiscal Year (Oct.-Sept.)

	Revenues	Previous Year	Current Year	Next Year
1	Fees			
2	Federal Funding			
3	State Funding			
4	Buena Vista County Funding			
5	City of Storm Lake Funding			
6	Other Governmental Funding (list below)	XXXXXX	XXXXXX	XXXXXX
7	Fundraising			
8	Donations			
9	Other Funds (list below)	XXXXXX	XXXXXX	XXXXXX
	Total Revenue			
	Expenses			
10	Salaries, Wages, Benefits			
11	Contractual Costs			
12	Facilities Costs (Utilities/Rent)			

13	Materials/Supplies			
14	Other Expenses (list below)	XXXXXX	XXXXXX	XXXXXX
16	Total Expenses			
17	Net Gain (Loss)			

SEE ATTACHED WITTER GALLERY FINANCIAL DOCUMENTS FOR ACTUAL INCOME AND EXPENSE FIGURES FOR FY 2020-2021 AND FY 2021-2022 PROJECTIONS. Please note that our Fiscal Year is July 1 – June 30.

- A. Organizations may submit additional documents supporting their request;
- B. Projects/programs that are funded should be prepared to submit a year-end report to show how the money was used and if results were achieved.

CERTIFICATION:

- ☒ The undersigned is prepared to execute a 28E agreement with the City of Storm Lake.
- ☒ The undersigned will provide the City of Storm Lake current budget and last year's budget.
- ☒ The undersigned will not discriminate on the basis of race, religion, age, sex, or natural origin.

The undersigned understands that payments on approval requests will be made only after receipt of a written request along with any required documentation and at a time that is in the best interest of the City of Storm Lake for purposes of cash flows.

WITTER GALLERY
Applicant Organization

Porter J. Hampton
Representative Signature

12/3/21
Date

Completed Applications are due by **4:00 P.M. Friday, December 3, 2021**. Any applications received after this date will not be accepted.

The City of Storm Lake will hold a Question & Answer session on the grant application requests on **Monday, January 3rd, 2022**, at **5:00PM in the Storm Lake Council Chambers** located at 620 Erie Street, Storm Lake, Iowa. At that time applicants will be given three (3) minutes to explain their program and/or proposal to the City Council. At this time the Council may ask questions of the applicant. Determination of the level of funding will be made at the budget workshop in early 2022; the specific date will be announced later upon formal approval of the FY 2023 Budget.

Monthly Financial Statement as of June 2021

WITTER GALLERY

	Month	Year to Date	Annual Budget
Income			
Municipal Subsidy	\$1,083.33	\$12,999.96	\$13,000.00
Membership Fees	\$105.00	\$3,899.00	\$4,000.00
Adult Classes	\$0.00	\$0.00	\$2,000.00
Youth Classes	\$0.00	\$0.00	\$1,000.00
Sales-Artwork	\$0.00	\$95.45	\$1,000.00
Grants	\$0.00	\$3,500.00	\$4,000.00
Community Sponsors	\$0.00	\$6,750.00	\$2,500.00
Fundraising/Proj/Program	\$945.00	\$1,999.00	\$2,500.00
Gallery Rental	\$0.00	\$0.00	\$300.00
Other Income	\$1.64	\$301.59	\$300.00
Total Income	\$2,134.97	\$29,545.00	\$30,600.00
Expenditures			
Salaries	\$294.60	\$7,439.28	\$14,000.00
Payroll Taxes/CPA Fees	\$86.88	\$1,923.88	\$5,000.00
Exhibit Expense	\$0.00	\$33.41	\$800.00
Freight/Postage	\$0.00	\$0.00	\$1,000.00
Telephone/Computer	\$41.18	\$497.74	\$800.00
Advertising	\$0.00	\$586.76	\$800.00
Insurance	\$125.66	\$1,534.08	\$2,500.00
Adult Class Costs	\$0.00	\$0.00	\$1,000.00
Youth Class Costs	\$0.00	\$4.00	\$600.00
General Supplies	\$0.00	40.56	\$800.00
Fundraising/Projects/Prog	\$80.00	\$938.45	\$2,000.00
Art Sales Dispursed	\$0.00	\$0.00	\$800.00
Minor Rep./Improvement	\$0.00	\$0.00	\$500.00
Total Expenditures	\$628.32	\$12,998.16	\$30,600.00

Monthly Financial Statement as of July 2021

WITTER GALLERY

	Month	Year to Date	Annual Budget
Income			
Municipal Subsidy	\$1,500.00	\$1,500.00	\$18,000.00
Membership Fees	\$100.00	\$100.00	\$5,000.00
Adult Classes	\$0.00	\$0.00	\$1,500.00
Youth Classes	\$0.00	\$0.00	\$1,000.00
Sales-Artwork	\$0.00	\$0.00	\$500.00
Grants	\$0.00	\$0.00	\$4,000.00
Community Sponsors	\$0.00	\$0.00	\$4,000.00
Fundraising/Proj/Program	\$0.00	\$0.00	\$3,500.00
Gallery Rental	\$0.00	\$0.00	\$200.00
Other Income	\$1.81	\$1.81	\$300.00
Total Income	\$1,601.81	\$1,601.81	\$38,000.00
Expenditures			
Salaries	\$795.47	\$795.47	\$18,000.00
Payroll Taxes/CPA Fees	\$84.80	\$84.80	\$7,000.00
Exhibit Expense	\$0.00	\$0.00	\$800.00
Freight/Postage	\$0.00	\$0.00	\$1,000.00
Telephone/Computer	\$40.73	\$40.73	\$1,000.00
Advertising	\$129.43	\$129.43	\$1,000.00
Insurance	\$164.83	\$164.83	\$2,600.00
Adult Class Costs	\$0.00	\$0.00	\$1,000.00
Youth Class Costs	\$0.00	\$0.00	\$700.00
General Supplies	\$0.00	0.00	\$1,000.00
Fundraising/Projects/Prog	\$20.00	\$20.00	\$2,000.00
Art Sales Dispursed	\$0.00	\$0.00	\$400.00
Minor Rep./Improvement	\$0.00	\$0.00	\$1,500.00
Total Expenditures	\$1,235.26	\$1,235.26	\$38,000.00

Staff Summary

1/3/2022

Agenda Item # 6.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Brian Oakleaf, Finance Director

SUBJECT: **Motion Setting Public Hearing for Fiscal Year 2023-2027
Proposed Capital Improvement Plan**

BACKGROUND: Staff recommends setting a Public Hearing for January 17, 2022 at 5:00 p.m. in City Council Chambers prior to approving the Capital Improvement Plan for Fiscal Years 2023-2027

FISCAL IMPACT: The cost of publication

RECOMMENDATION: Set a Public Hearing for January 17, 2022 at 5:00 p.m. in City Council Chambers for the Fiscal Year 2023-2027 Capital Improvement Plan.

ATTACHMENTS:

Description	Type
Capital Improvement Plan	Backup Material

City of Storm Lake, Iowa
Capital Improvement Plan
 2023 thru 2027

PROJECTS BY DEPARTMENT

Department	Project #	Priority	2023	2024	2025	2026	2027	Total
Administration								
City Hall Updates	ADMN-17-01	3	20,000	20,000	20,000	20,000	20,000	100,000
Sesquicentennial Project	ADMN-23-01	n/a	60,000					60,000
Website Re-Design	ADMN-23-02	1	15,000					15,000
Fiber Line Installation	ADMN-23-03	n/a	633,500					633,500
Copier	ADMN-23-04	1	11,000					11,000
Administration Total			739,500	20,000	20,000	20,000	20,000	819,500
Airport								
Lighting Replacement 17/35	AIR-21-01	2	46,870	434,930				481,800
Dump truck/Plow	AIR-21-02	4		225,000				225,000
Tank Monitor Replacement	AIR-23-02	2	21,000					21,000
Apron Expansion	AIR-26-01	1			70,776	691,224		762,000
Airport Total			67,870	659,930	70,776	691,224		1,489,800
Building/Code Enforcement								
Vehicle Replacement	CODE-20-01	2		45,000			45,000	90,000
Building/Code Enforcement Total				45,000			45,000	90,000
Campground								
Cable Box/Service Line Replacement	CG-21-07	n/a		10,000				10,000
Campground Flood Mitigation	CG-21-08	1	100,000					100,000
Additional Long Term Parking Lot	CG-22-03	4			250,000			250,000
Playground Equipment	CG-23-01	1	40,000					40,000
Exit Gate Replacement	CG-24-01	2	20,000					20,000
Picnic Table Concrete Pads	CG-25-01	3			10,000	10,000	10,000	30,000
Seal Coat	CG-25-02	2		65,000	60,000			125,000
14 Site Renovation	CG-27-01	2					25,000	25,000
Middle Campground Renovation	CG-27-02	2					25,000	25,000
Campground Total			160,000	75,000	320,000	10,000	60,000	625,000
Cottages								
Cottage Refresh/Remodel	COT-21-01	1		40,000				40,000
New Incoming Cable Lines	COT-21-04	1		20,000				20,000
Cottages Total				60,000				60,000
Economic/Community Development								
Project Set-A-Side	ED-23-01	1	50,000	50,000	50,000	50,000	50,000	250,000
Community Survey	ED-23-02	1	20,000					20,000
Downtown Revit Design	ED-23-03	1		150,000	100,000	450,000		700,000
Dredge Spoil Site Development	ED-23-04	3	100,000					100,000

Department	Project #	Priority	2023	2024	2025	2026	2027	Total
Economic/Community Development Total			170,000	200,000	150,000	500,000	50,000	1,070,000
Fire Department								
FD Mobile Devices	FIRE-17-07	3		12,000				12,000
Replace Engine #75	FIRE-23-04	1			630,000			630,000
Fire Station Expansion/Remodel	FIRE-23-05	1			115,000	115,000	2,300,000	2,530,000
Thermal Imaging Cameras for Masks	FIRE-23-09	1		12,000	12,000	12,000		36,000
Multi-force Air Lifting Bags	FIRE-24-01	3	6,700					6,700
Trenching Shoring Kit	FIRE-24-03	2	20,000					20,000
Hydrافusion Strut Kit 16"	FIRE-24-04	2	7,000					7,000
Door Access	FIRE-25-01	1			4,100			4,100
RAM Fan Unit	FIRE-25-03	2			5,600			5,600
Hose Drying Rack	FIRE-25-04	2			4,300			4,300
Fire Department Total			33,700	24,000	771,000	127,000	2,300,000	3,255,700
Golf Course								
Rough Mower	GOLF-18-01	1				80,000		80,000
Clubhouse Renovation	GOLF-20-01	1	40,000					40,000
Pro Core 648 Aerifier	GOLF-20-02	2					25,000	25,000
Greens Mower	GOLF-22-01	1		43,000				43,000
Fairway Mower	GOLF-22-02	2					60,000	60,000
Utility Vehicle	GOLF-23-03	2	25,000					25,000
Garage Door	GOLF-23-05	1	7,000					7,000
Greens Roller	GOLF-24-01	3		13,000				13,000
EZ-GO Workhorse	GOLF-24-05	1		21,000				21,000
Gator Pro	GOLF-25-02	2			50,000			50,000
Golf Course Total			72,000	77,000	50,000	80,000	85,000	364,000
Kings Pointe								
Resort Remodel and Refresh	KP-17-04	1				186,250	186,250	372,500
Mattresses	KP-23-01	2	33,000	33,000	33,000			99,000
Fitness Room Equipment	KP-23-02	2	25,000					25,000
Guestroom Microwaves	KP-23-03	2	6,500					6,500
Snack Shack AC Unit	KP-23-04	2	10,000					10,000
Water Park Slide Reno/Insulation	KP-23-05	1	120,000					120,000
Kiddie Fort Repairs	KP-23-06	1	40,000					40,000
Guestroom Pillows	KP-23-07	2	5,000					5,000
BOH AC Unit	KP-23-08	1	14,000					14,000
Guest Available Ice Machine	KP-23-09	3	6,000	6,000				12,000
Heat Pump	KP-23-10	2	10,000					10,000
Phone System	KP-23-11	1	33,000					33,000
Kuerig Coffee Makers	KP-23-12	2	10,000					10,000
Guest Room Dispensers	KP-23-13	3	8,000					8,000
Recreational Equipment	KP-23-14	2	25,000					25,000
Hotel/Waterpark Signage	KP-23-15	2	25,000					25,000
Wall Divider	KP-24-01	1		40,000				40,000
Sound System	KP-24-02	2		10,000				10,000
Deck Furniture	KP-24-03	2		15,000				15,000
Sofa Sleepers	KP-24-04	2		38,000				38,000
Circulation Pump	KP-24-05	2		6,000				6,000
Pool Tower Repairs	KP-24-06	1		160,000				160,000
Replace Flooring in Regatta	KP-24-07	3		12,000				12,000
HSIA Upgrades	KP-24-08	2		20,000				20,000
Corridor Carpet	KP-25-01	2			65,000			65,000

Department	Project #	Priority	2023	2024	2025	2026	2027	Total
Roof Replacement	KP-25-02	1			265,000			265,000
Kings Pointe Total			370,500	340,000	363,000	186,250	186,250	1,446,000
Library								
Library Security Cameras	LIB-17-02	2	4,500					4,500
Tuck Pointing	LIB-23-02	1				20,000		20,000
CDBG- COVID(CV) Projects	LIB-23-03	1	607,909					607,909
Shelving Replacement	LIB-24-01	4		21,500	12,000			33,500
Security Gate at Entrances	LIB-24-03	1		45,000				45,000
Exterior Pergola	LIB-27-01	3	9,000					9,000
Library Total			621,409	66,500	12,000	20,000		719,909
Outdoor Water Park								
OWP Circulation Pump	OWP-20-02	1		5,000	5,000	5,000	5,000	20,000
Outdoor Water Park Total				5,000	5,000	5,000	5,000	20,000
Parks Department								
Dock Replacement/New	PARKS-17-04	n/a	25,000	25,000	30,000	30,000	30,000	140,000
ADA Dock Replacement	PARKS-17-05	1	50,000					50,000
Trail- Set-Aside	PARKS-18-02	n/a		100,000	25,000	25,000	25,000	175,000
Kiwanis Park	PARKS-19-04	1				75,000		75,000
Utility Vehicle	PARKS-20-03	4					48,000	48,000
New Holland Replacements	PARKS-20-04	3			75,000			75,000
10th Street Park	PARKS-20-08	1	30,000	30,000				60,000
Recreation Set-Aside	PARKS-23-01	3	75,000	75,000	75,000	75,000	75,000	375,000
1 Ton Pickup- Replace #92	PARKS-23-02	n/a	49,000					49,000
1/2 Ton Pickup- Replace #30	PARKS-23-03	n/a			40,000			40,000
Trailer	PARKS-23-04	n/a		9,600				9,600
Pickup- Replace #84	PARKS-23-05	n/a	50,000					50,000
Alwaysis Park Upgrades	PARKS-23-06	1	25,000	175,000				200,000
Chautauqua Shelter/Parks Security	PARKS-23-07	1	25,000					25,000
Vegetation Management Plan	PARKS-23-08	1	25,000	25,000	25,000	25,000	25,000	125,000
W9th Ballfield Fence	PARKS-24-01	2	35,000					35,000
New Service Pickup	PARKS-24-04	n/a		46,000				46,000
Large Area Mower	PARKS-24-05	n/a		75,000		75,000		150,000
Toolcat with Dump Box	PARKS-24-06	n/a		56,000				56,000
Irrigation System	PARKS-24-07	n/a		60,000				60,000
Mower- Unit #5	PARKS-25-01	n/a			75,000			75,000
Playground Equipment	PARKS-26-02	n/a				100,000	100,000	200,000
Beach Restoration Equipment	PARKS-26-03	n/a	26,000					26,000
King's Pointe Area Mower	PARKS-26-04	n/a				10,000		10,000
Parks Department Total			415,000	676,600	345,000	415,000	303,000	2,154,600
Police Department								
Patrol Vehicle	PD-17-01	2	112,000	55,000	59,000	124,000	62,000	412,000
Police Supervisor's Vehicle	PD-19-01	2			59,000			59,000
Copier	PD-19-02	1	11,000					11,000
CSO Truck	PD-21-01	3		30,000				30,000
Body/In-Car Camera Rotation & Redaction Subscrip	PD-21-02	1	28,000					28,000
Unmarked Vehicle	PD-23-01	1		40,000			45,000	85,000
West 7th Impound Surveillance & Equipment	PD-23-06	1	30,000					30,000
Camera/Switch Installation	PD-23-07	1	22,300					22,300
Interview Room Surveillance Camera/Equipment	PD-24-01	1	36,000					36,000

Department	Project #	Priority	2023	2024	2025	2026	2027	Total
Police Department Total			239,300	125,000	118,000	124,000	107,000	713,300
Sewer Collection								
Sewer Line Camera & Trailer	SEWCL-19-01	1	120,000					120,000
Sewer Line Replacement	SEWCL-23-02	1	15,000	165,000				180,000
Radio Road Extension	SEWCL-23-03	2	130,000					130,000
Old Dredge Spoil Site Sewer	SEWCL-24-01	3		100,000				100,000
Sunrise Cabin Sewer Line	SEWCL-24-02	3		100,000				100,000
1st Street CIPP	SEWCL-25-01	1			1,050,000			1,050,000
Jet/Vac Truck	SEWCL-26-01	1				480,000		480,000
Sewer Collection Total			265,000	365,000	1,050,000	480,000		2,160,000
Storm Water								
Project Set-Aside	STW-17-01	n/a	30,000	30,000	30,000	30,000	30,000	150,000
1 Ton Truck	STW-22-01	1	60,000					60,000
Aux Engines	STW-22-02	n/a			15,000			15,000
Storm Water Total			90,000	30,000	45,000	30,000	30,000	225,000
Street Department								
Plow Truck	ST-17-02	2	225,000					225,000
East 4th Street	ST-18-04	1					627,000	627,000
North Lake Ave. Overlay	ST-18-05	2				1,268,500		1,268,500
Dump Truck #13	ST-18-06	3		145,000				145,000
Wheel Loader #126	ST-19-10	3	250,000					250,000
Oneida Street- Lakeshore	ST-21-01	n/a				280,000	2,080,000	2,360,000
Building Upgrades	ST-22-02	2		205,000				205,000
Richland Phase 2	ST-22-03	3	528,850					528,850
Backhoe	ST-23-03	n/a			225,000			225,000
Plow Truck #59	ST-23-04	n/a			175,000			175,000
Infrastructure Plan Management	ST-23-06	2	300,000	250,000	250,000	250,000	250,000	1,300,000
Tandem Plow Truck	ST-23-07	1	250,000					250,000
Grapple Bucket	ST-23-09	1	30,000					30,000
Traffic Light Backup System	ST-23-10	1	35,000					35,000
Sandblaster	ST-23-11	1	25,000					25,000
Traffic Study Count	ST-23-12	1	15,000					15,000
Side Dump Trailer	ST-24-01	3		15,000				15,000
Plow Truck #60	ST-24-02	n/a		200,000				200,000
Tree Truck #20	ST-24-03	n/a		135,000				135,000
Water Truck #7	ST-24-04	n/a		135,000				135,000
Mower #19	ST-25-01	n/a			100,000			100,000
Plow Truck #24	ST-25-02	n/a			135,000			135,000
Motor Grader #62	ST-25-03	n/a				225,000		225,000
Skidload w/ Attachments	ST-25-04	2			120,000			120,000
Fork Lift	ST-26-01	n/a				30,000		30,000
Towable Lift	ST-27-01	3					35,000	35,000
Street Department Total			1,658,850	1,085,000	1,005,000	2,053,500	2,992,000	8,794,350
Wastewater Treatment Facility								
1st Street Lift Station Replacement	WWTP-18-05	1		389,760				389,760
Blowers	WWTP-19-01	1				200,000	200,000	400,000
Thickener Tanks (2)	WWTP-21-06	1		336,000	336,000			672,000
VFD Compressor	WWTP-23-02	2					40,000	40,000
A-Basin Diffusers	WWTP-23-05	2	75,000					75,000

Department	Project #	Priority	2023	2024	2025	2026	2027	Total
Skid Loader	WWTP-23-06	3	130,000					130,000
WWTP New Permit Requirements	WWTP-23-09	1	100,000	400,000	3,120,000	3,100,000		6,720,000
Scout Park Lift Station Full Replacment	WWTP-23-11	1	144,000	1,200,000				1,344,000
Ice House Lift Station Replacement	WWTP-23-12	1		504,000				504,000
Sludge Auger	WWTP-23-15	1	70,000					70,000
Spare Pump	WWTP-23-16	1	80,000					80,000
Emerald Park LS Rehab	WWTP-23-17	1	7,500	58,500				66,000
Applicator Truck	WWTP-24-03	2	150,000					150,000
Parking Lot Expansion	WWTP-24-04	4		40,000				40,000
Golf Course LS Improvements	WWTP-24-05	1	12,000	100,000				112,000
IPS Lift Station Reconstruction	WWTP-25-03	1	33,000	265,525				298,525
Campground Lift Station Pumps	WWTP-25-04	1			109,560			109,560
Crane Truck	WWTP-25-05	3			150,000			150,000
Storage/Vehicle Building	WWTP-26-01	3				300,000		300,000
Wastewater Treatment Facility Total			801,500	3,293,785	3,715,560	3,600,000	240,000	11,650,845
Water Distribution								
Water Line Replacement Set-A-Side	WD-17-01	1	180,000	180,000	180,000	180,000	180,000	900,000
4th Street Watermain Replacement	WD-22-04	n/a	130,000					130,000
4" Cast Main Replacement	WD-23-03	1	42,000	42,000	42,000	42,000	42,000	210,000
18" Water Line Installation	WD-23-05	1				100,000	18,000,000	18,100,000
Old Spoil Site Water Line Installation	WD-23-06	1		100,000				100,000
Sunrise Cabin Water Line Install	WD-23-07	1	100,000					100,000
Water Distribution Total			452,000	322,000	222,000	322,000	18,222,000	19,540,000
Water Meters								
Towers for Auto Reading of Meters	WM-21-02	1		60,000				60,000
Water Meters Total				60,000				60,000
Water Plant								
Slaker Replacement	WP-20-01	1	163,500	160,000				323,500
Lime Sludge Press & Building with Storage	WP-21-01	1	457,200	3,810,000				4,267,200
Water Tower	WP-22-04	1	592,000	4,936,000				5,528,000
Well 3 Replacement	WP-23-14	1		103,560	863,000			966,560
Well 11 Replacement	WP-23-15	1		91,680	764,000			855,680
Well 15 & Line Replacement	WP-23-16	1	216,000	1,800,000				2,016,000
Well Rehab	WP-23-17	1	36,000	300,000	200,000	200,000	200,000	936,000
Tower Mixers	WP-23-18	1		150,000				150,000
Filter Media	WP-23-19	1		165,000				165,000
CO2 System	WP-23-20	1	64,200	535,000				599,200
Basin 1 Repairs	WP-24-02	1	60,500	504,000				564,500
Cleanwell 1 Maintenance	WP-25-02	1			50,000			50,000
Jordan Well	WP-25-03	1		414,000	3,450,000			3,864,000
Tower 1 Recoating	WP-26-01	3					1,322,720	1,322,720
Tower 2 Recoating	WP-26-02	3			1,057,300			1,057,300
Tower 4 Insulation	WP-26-04	1			500,000			500,000
Water Plant Expansion	WP-28-01	1	308,000			450,000	450,000	1,208,000
Well 4 Replacement	WP-28-02	1					414,000	414,000
Water Plant Total			1,897,400	12,969,240	6,884,300	650,000	2,386,720	24,787,660
GRAND TOTAL			8,054,029	20,499,055	15,146,636	9,313,974	27,031,970	80,045,664

Staff Summary

1/3/2022

Agenda Item # 7.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Scott Olesen, Building & Code Compliance Director

SUBJECT: **Public Hearing For Proposed Re-Zoning Of A Parcel Located At 1012 HWY 110**

BACKGROUND: Bernardo Friesen is requesting a change in the Zoning designation of a parcel of property he owns which is generally located Section 8, T-90-N , R-37-W 5th P.M. SE NW.

Described as : A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE $\frac{1}{4}$ NW $\frac{1}{4}$) OF SECTION 8, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, The full legal description is included in the attached exhibit in this staff summary.

Bernardo Friesen is requesting that the property be Re-Zoned as R-1, Residential.

The current Zoning District designation for this parcel is RES, Reserve District.

The RES Zoning District is used for properties as they are annexed into the City limits and for which there is no immediate proposal for use of the property other than the existing use, which

is typically agricultural. This is the case with the property for which Mr. Friesen is requesting a change in Zoning. It has been used for agricultural purpose to this point in time.

The proposed request for re-zoning would extend the R-1 Zoning District from the parcels directly to the North and East and therefore would not create an island or "spot zone". The proposed use of the property would be single family homes.

A re-zoning request is a proposal to change the Official Zoning Map, and therefore requires that Planning and Zoning Commission make a recommendation to the Storm Lake City Council. The Planning and Zoning Commission will review this request at their December 28th meeting. The City Council will need to hold a public hearing and three readings to approve the request..

FISCAL IMPACT: Approximately \$300.00 for the cost of publication, mailings, and Attorney's fees.

RECOMMENDATION: Open the Public Hearing
Hear the Public
Close the Hearing

ATTACHMENTS:

Description	Type
▣ Application	Backup Material
▣ Map	Map
▣ Full Legal Description	Backup Material
▣ Notice to the Public	Backup Material
▣ Notice to the Public - City Council Meeting	Backup Material
▣ Action Taken Amendment Change Request	Backup Material

MINOR SUBDIVISION REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

PROPERTY ADDRESS:

1012 Highway 110

PROPERTY OWNER:

Ben Friesen

OWNER ADDRESS
(if different than above):

1124 E 8th St Storm Lake
IA 50588

OWNER PHONE NUMBER:

712-299-3744

OWNER EMAIL:

bfriesen9@msn.com

The City of Storm Lake Subdivision Ordinance requires the property owner to submit the information located in Article 3 of the Storm Lake Subdivision Ordinance and in the Subdivision Checklist, which must accompany this application before it can be considered by the Planning and Zoning Commission and the City Council:

6 copies of the proposed plat must be submitted per the Subdivision Ordinance and 8 copies are required for subdivisions outside the corporate limits.

This application must be submitted along with all supporting documents to City Hall at least 30 calendar days before the Planning and Zoning meeting.

Attach a plat showing the locations, dimensions, and use of the applicant's property and all property within three hundred (300') feet including streets, alleys, railroads, and other physical features.

If disturbing more than an acre of land, you will need to apply for a NPDES General Permit #2 with Iowa Department of Natural Resources.

The request for a minor subdivision will be heard by the Planning and Zoning Commission and the City Council at separate meetings. A minor subdivision can have simultaneous review of a preliminary and final plat.

The City of Storm Lake will notify all property owners within three hundred (300') feet of the applicant's property notifying them of the upcoming hearing.

The City of Storm Lake will notify the applicant of the hearing date.

The City of Storm Lake will publish a public hearing notice in a locally circulated newspaper not less than 10 days and no more than 20 days prior to the meeting.

A non refundable application fee of **\$300.00** is required at time of the application. The fee will not be refunded if the request is denied by the Planning and Zoning Commission or the City Council.

MINOR SUBDIVISION REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

ADDRESS OF PROPERTY:

1012 Highway 110

LEGAL DESCRIPTION OF PROPERTY:

08-90-37 Storm Lake Corp
Haye tract #1 in sec 14

PRESENT ZONING CLASSIFICATION:

RES

REQUESTED ZONING CLASSIFICATION:

R-1

EXISTING USE OF PROPERTY:

Farm field

REQUESTED USE OF PROPERTY:

Single family dwellings.

SIGNATURE OF PROPERTY OWNER:

Brieven

Date:

11-11-21

City of Storm Lake Use

Meeting Date:

Appeal No.:

Application Fee Paid:

Date:

Date Application Deemed Complete:



www.iowadot.gov

FINAL TERMS AND CONDITIONS

Acknowledgement of requirements and stipulations

Request Number : 6444

Date: October 28, 2021

Applicant Ben Friesen
1124 E 8TH
Storm Lake ,IA 50588
712-299-3744
bfriesen9@msn.com

Access Use : Access to a residential or farm property

Access Type : Type C

Operational Restrictions : All Directions

LOCATION DATA

Highway: IA 110 N County: Buena Vista District: 3
Side of road: West Reference Post: 12 Offset: 0.964
Section: 8 Township: T90N Range: R37W

ENTRANCE DETAIL

Access Width: 25 Radius(feet): (1) 25 (2) 25
Pipe size (inches): 24 Pipe length (feet): 50 Pipe apron required: No
Enclosures: Standard Terms and Conditions

SPECIAL REQUIREMENTS / STIPULATIONS

DECLARATION

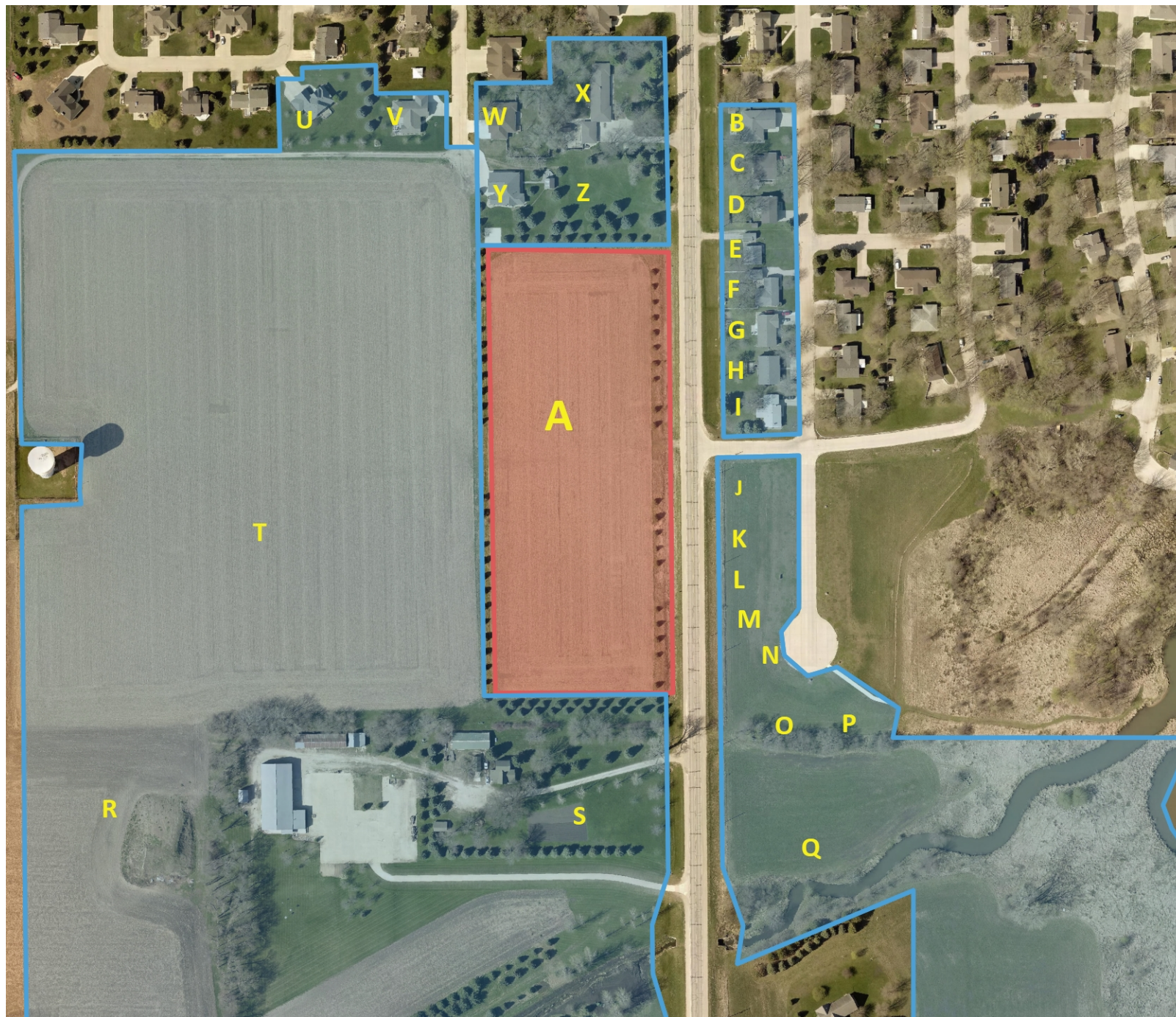
Under penalty of perjury, I, Ben Friesen, declare I am the legal owner of record of the property abutting the Primary Highway System for which this permit will be issued. Intentional misrepresentation of existing or future conditions shall be considered sufficient grounds for application rejection, permit denial or revocation of a permit. The terms and conditions of this permit are binding upon all assigns, successors - In-interest, heirs and occupants. Any changes in the use of a permitted entrance shall require a issuance of a revised permit.

Permittee agrees to indemnify, defend and hold harmless the State Of Iowa and employees and agents in both their official and individual capacity, from any and all liability, claims, damages and expenses including attorney's fees and litigation costs, resulting from or arising out of the construction or continues use of the permitted access connection. If the entrance is not constructed within one year from date of issuance of the permit by the Iowa DOT, the Iowa DOT shall render this agreement and request null and void.

Declarant Signature:

Date:

10/28/21



Legend

Map Name



Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Storm Lake is not responsible for any inaccuracies herein contained.

0 263 Feet

© Bolton & Menk, Inc - Web GIS 12/7/2021 2:30 PM



DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE $\frac{1}{4}$ NW $\frac{1}{4}$) OF SECTION 8, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southeast (SE) Corner of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 8; Thence North 00° 28' 08" West, along the East line of said Northwest Quarter (NW $\frac{1}{4}$), 115.00 feet to the Point of Beginning. Thence continuing North 00° 28' 08" West, along said East line, 861.93 feet to the South line of Lot A in said Section 8; Thence South 89° 43' 15" West, along said South line, 415.65 feet to the Southwest (SW) corner of said Lot A; Thence South 00° 28' 08" East, 860.64 feet; Thence North 89° 53' 53" East, 415.65 feet to the Point of Beginning.

Tract contains 8.22 Acres and is subject to all easements of record.



NOTICE OF PUBLIC HEARING FOR PUBLICATION

PLANNING AND ZONING COMMISSION

CITY OF STORM LAKE

City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

File number: **2021-4**

Date: December 28, 2021

Access to the official meeting can be done through the following ways:

In person at City Hall

By Telephone: Dial: **1-312-626-6799** or toll-free: 1-888-475-4499
Webinar ID: **825 5453 3554**

By Computer: <https://us06web.zoom.us/j/82554533554>

A petition for a Zoning Map Amendment Change Request in the RES District as applied to the property described as:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ¼ NW ¼) OF SECTION 8, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southeast (SE) Corner of the Northwest Quarter (NW ¼) of said Section 8; thence North 00° 28' 08" West, along the East line of said Northwest Quarter (NW ¼), 115.00 feet to the Point of Beginning. Thence continuing North 00° 28' 08" West, along said East line, 861.93 feet to the South line of Lot A in said Section 8; Thence South 89° 43' 15" West, along said South line, 415.65 feet to the Southwest (SW) corner of said Lot A; Thence South 00° 28' 08" East, 860.64 feet; Thence North 89° 53' 53" East, 415.65 feet to the Point of Beginning

has been requested by Ben Friesen. Tract contains 8.22 Acres and is subject to all easements of record.

The petition requests approval of a Zoning Map Amendment Change in the RES Reserve District to allow for a change to R1 Low Density Residential District.

A public hearing will be held by the **Planning and Zoning Commission** on **December 28, 2021, at 5:00 p.m.** at which time you may appear if you so desire, either in person or by agent or attorney, in opposition to or support of the proposed Zoning Map Amendment Change. You may attend In person at City Hall, By Telephone: **Dial: 1-312-626-6799** or toll-free: **1-888-475-4499** Webinar ID: **825 5453 3554** or By Computer: <https://us06web.zoom.us/j/82554533554>

Respectfully submitted,

Scott Olesen
Zoning Administrator

For legally required publications, the designated official newspaper for the City of Storm Lake is the Pilot Tribune Newspaper.

NOTICE OF PUBLIC HEARING FOR PUBLICATION
CITY COUNCIL
CITY OF STORM LAKE



P & Z File number: 2021-4

Date: January 3, 2022

Access to the official meeting can be done through the following ways:

In person at City Hall

By Telephone: Dial: **1-312-626-6799** or toll-free: 1-888-475-4499
Webinar ID: **933-2006-3301**

By Computer: <https://zoom.us/j/93320063301>

A petition for a Zoning Map Amendment Change Request in the RES District as applied to the property described as:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ¼ NW ¼) OF SECTION 8, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southeast (SE) Corner of the Northwest Quarter (NW ¼) of said Section 8; thence North 00° 28' 08" West, along the East line of said Northwest Quarter (NW ¼), 115.00 feet to the Point of Beginning. Thence continuing North 00° 28' 08" West, along said East line, 861.93 feet to the South line of Lot A in said Section 8; Thence South 89° 43' 15" West, along said South line, 415.65 feet to the Southwest (SW) corner of said Lot A; Thence South 00° 28' 08" East, 860.64 feet; Thence North 89° 53' 53" East, 415.65 feet to the Point of Beginning

has been requested by Ben Friesen. Tract contains 8.22 Acres and is subject to all easements of record.

The petition requests approval of a Zoning Map Amendment Change in the RES Reserve District to allow for a change to R1 Low Density Residential District.

Upon recommendation from the Planning & Zoning Commission **The City Council will meet on Monday, January 3, 2022, at 5:00 P.M.** You may attend in person at City Hall, By Telephone Dial: **1-312-626-6799** or toll-free: 1-888-475-4499 Zoom Meeting ID: **933-2006-3301**, or By Computer: <https://zoom.us/j/93320063301>

You yourself, an agent or an attorney may attend in opposition to or support of the proposed Zoning Map Amendment Change in the RES Reserve District to allow for a change to R1 Low Density Residential District.

Respectfully submitted,

Scott Olesen
Zoning Administrator

For legally required publications, the designated official newspaper for the City of Storm Lake is the Pilot Tribune Newspaper.

ACTION TAKEN ON Zoning Map Amendment Change Request

CITY OF STORM LAKE



PLANNING AND ZONING COMMISSION

City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

Date: December 28, 2021

Application: 2021-4

Applicant: Ben Friesen

The Planning and Zoning Commission has reviewed the foregoing application and hereby recommends to the City Council that the request be

☒ Approved _____ Denied.

The reasons for approval or denial: All requirements for an amendment to the official Zoning map as stated in Article 1204(c) have been met by Ben Friesen with regard to the proposed amendment to the official Zoning map. We further make the finding that the reasons set forth in the application justify the granting of the amendment to the official Zoning map that will make possible the reasonable use of the land; that we further make the finding in the granting of the amendment to the official Zoning map will be in harmony with the general purpose and intent of this zoning ordinance and comprehensive plan, and will not be injurious to the neighborhood, or otherwise detrimental to the public welfare; and that we therefore make recommendation to approve to the City Council that the application for the amendment to the official Zoning map filed on, November 11, 2021 by Ben Friesen be approved as follows:

An amendment to the official Zoning map from Reserve to R-1 low density residential be applied to the parcel located at 1012 Highway 110 legal description attached. To allow for single family homes.

Acted upon this 28 day of December, 2021

Signed: _____

Vice Chair, Planning & Zoning

Attest: _____

Secretary, Planning & Zoning

The City Council has reviewed the foregoing application and recommendations and hereby

Approves _____ Denies _____ the request.

Dated this _____ day of _____, 2021

Signed: _____

Mayor

Attest: _____

City Clerk



Staff Summary

1/3/2022

Agenda Item # 8.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Scott Olesen, Building & Code Compliance Director

SUBJECT: **Ordinance No. 08-O-2021-2022 Amending the Zoning Ordinance For Proposed Re-Zoning Of A Parcel Located At 1012 HWY 110 - 1st Reading**

BACKGROUND: Bernardo Friesen is requesting a change in the Zoning designation of a parcel of property he owns which is generally located Section 8, T-90-N , R-37-W 5th P.M. SE NW.
Described as : A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ¼ NW ¼) OF SECTION 8, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA,
The full legal description is included in the attached exhibit in this staff summary.

Bernardo Friesen is requesting that the property be Re-Zoned as R-1, Residential.
The current Zoning District designation for this parcel is RES, Reserve District.
The RES Zoning District is used for properties as they are annexed into the City limits and for which there is no immediate proposal for use of the property other than the existing use, which is typically agricultural. This is the case with the property for which Mr. Friesen is requesting a change in Zoning. It has been used for agricultural purpose to this point in time.

The proposed request for re-zoning would extend the R-1 Zoning District from the parcels directly to the North and East and therefore would not create an island or "spot zone". The proposed use of the property would be single family homes.

The Planning and Zoning Commission meet December 28th and has made recommendation to the City Council approve of the rezoning request.

FISCAL IMPACT:

Approximately \$300.00 for the cost of publication, mailings, and Attorney's fees.

RECOMMENDATION:

Approve 1st Reading on Ordinance No. 08-O-2021-2022
Amending the Zoning Ordinance For Proposed Re-Zoning Of A
Parcel Located At 1012 HWY 110

ATTACHMENTS:

Description	Type
☐ Ordinance No. 08-O-2021-2022	Ordinance
☐ Application	Backup Material
☐ Map	Map
☐ Full Legal Description	Backup Material

ORDINANCE NO. 08-O-2021-2022

ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF STORM LAKE, IOWA BY CHANGING THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE

WHEREAS, after due notice of intended action as provided by law, the City Council of the City of Storm Lake, Iowa, has determined that the zoning ordinance of this City should be amended as set forth below; and

WHEREAS, said action has been recommended by the Planning and Zoning Commission of the City of Storm Lake, Iowa.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Storm Lake, Iowa, that, pursuant to Article IV, Section 406 of the Zoning Ordinance of the City of Storm Lake, Iowa, the official zoning map, as referred to therein, is hereby amended as follows:

The real estate parcel identified for taxation purposes as Parcel Number 1408176010, legally described as:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE ¼ NW ¼) OF SECTION 8, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southeast (SE) Corner of the Northwest Quarter (NW ¼) of said Section 8; Thence North 00° 28' 08" West, along the East line of said Northwest Quarter (NW ¼), 115.00 feet to the Point of Beginning. Thence continuing North 00° 28' 08" West, along said East line, 861.93 feet to the South line of Lot A in said Section 8; Thence South 89° 43' 15" West, along said South line, 415.65 feet to the Southwest (SW) corner of said Lot A; Thence South 00° 28' 08" East, 860.64 feet; Thence North 89° 53' 53" East, 415.65 feet to the Point of Beginning. Tract contains 8.22 Acres and is subject to all easements of record

are hereby rezoned from a district classification of RES (Reserve District) to a district classification of R-1 (Low Density Residential).

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2022.

Michael Porsch, Mayor

ATTEST:

Mayra A Martinez, City Clerk

MINOR SUBDIVISION REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

PROPERTY ADDRESS:

1012 Highway 110

PROPERTY OWNER:

Ben Friesen

OWNER ADDRESS
(if different than above):

1124 E 8th St Storm Lake
IA 50588

OWNER PHONE NUMBER:

712-299-3744

OWNER EMAIL:

bfriesen9@msn.com

The City of Storm Lake Subdivision Ordinance requires the property owner to submit the information located in Article 3 of the Storm Lake Subdivision Ordinance and in the Subdivision Checklist, which must accompany this application before it can be considered by the Planning and Zoning Commission and the City Council:

6 copies of the proposed plat must be submitted per the Subdivision Ordinance and 8 copies are required for subdivisions outside the corporate limits.

This application must be submitted along with all supporting documents to City Hall at least 30 calendar days before the Planning and Zoning meeting.

Attach a plat showing the locations, dimensions, and use of the applicant's property and all property within three hundred (300') feet including streets, alleys, railroads, and other physical features.

If disturbing more than an acre of land, you will need to apply for a NPDES General Permit #2 with Iowa Department of Natural Resources.

The request for a minor subdivision will be heard by the Planning and Zoning Commission and the City Council at separate meetings. A minor subdivision can have simultaneous review of a preliminary and final plat.

The City of Storm Lake will notify all property owners within three hundred (300') feet of the applicant's property notifying them of the upcoming hearing.

The City of Storm Lake will notify the applicant of the hearing date.

The City of Storm Lake will publish a public hearing notice in a locally circulated newspaper not less than 10 days and no more than 20 days prior to the meeting.

A non refundable application fee of **\$300.00** is required at time of the application. The fee will not be refunded if the request is denied by the Planning and Zoning Commission or the City Council.

MINOR SUBDIVISION REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

ADDRESS OF PROPERTY:

1012 Highway 110

LEGAL DESCRIPTION OF PROPERTY:

08-90-37 Storm Lake Corp
Haye tract #1 in sec 14

PRESENT ZONING CLASSIFICATION:

RES

REQUESTED ZONING CLASSIFICATION:

R-1

EXISTING USE OF PROPERTY:

Farm field

REQUESTED USE OF PROPERTY:

Single family dwellings.

SIGNATURE OF PROPERTY OWNER:

Brieven

Date:

11-11-21

City of Storm Lake Use

Meeting Date:

Appeal No.:

Application Fee Paid:

Date:

Date Application Deemed Complete:



www.iowadot.gov

FINAL TERMS AND CONDITIONS

Acknowledgement of requirements and stipulations

Request Number : 6444

Date: October 28, 2021

Applicant Ben Friesen
1124 E 8TH
Storm Lake ,IA 50588
712-299-3744
bfriesen9@msn.com

Access Use : Access to a residential or farm property

Access Type : Type C

Operational Restrictions : All Directions

LOCATION DATA

Highway: IA 110 N County: Buena Vista District: 3
Side of road: West Reference Post: 12 Offset: 0.964
Section: 8 Township: T90N Range: R37W

ENTRANCE DETAIL

Access Width: 25 Radius(feet): (1) 25 (2) 25
Pipe size (inches): 24 Pipe length (feet): 50 Pipe apron required: No
Enclosures: Standard Terms and Conditions

SPECIAL REQUIREMENTS / STIPULATIONS

DECLARATION

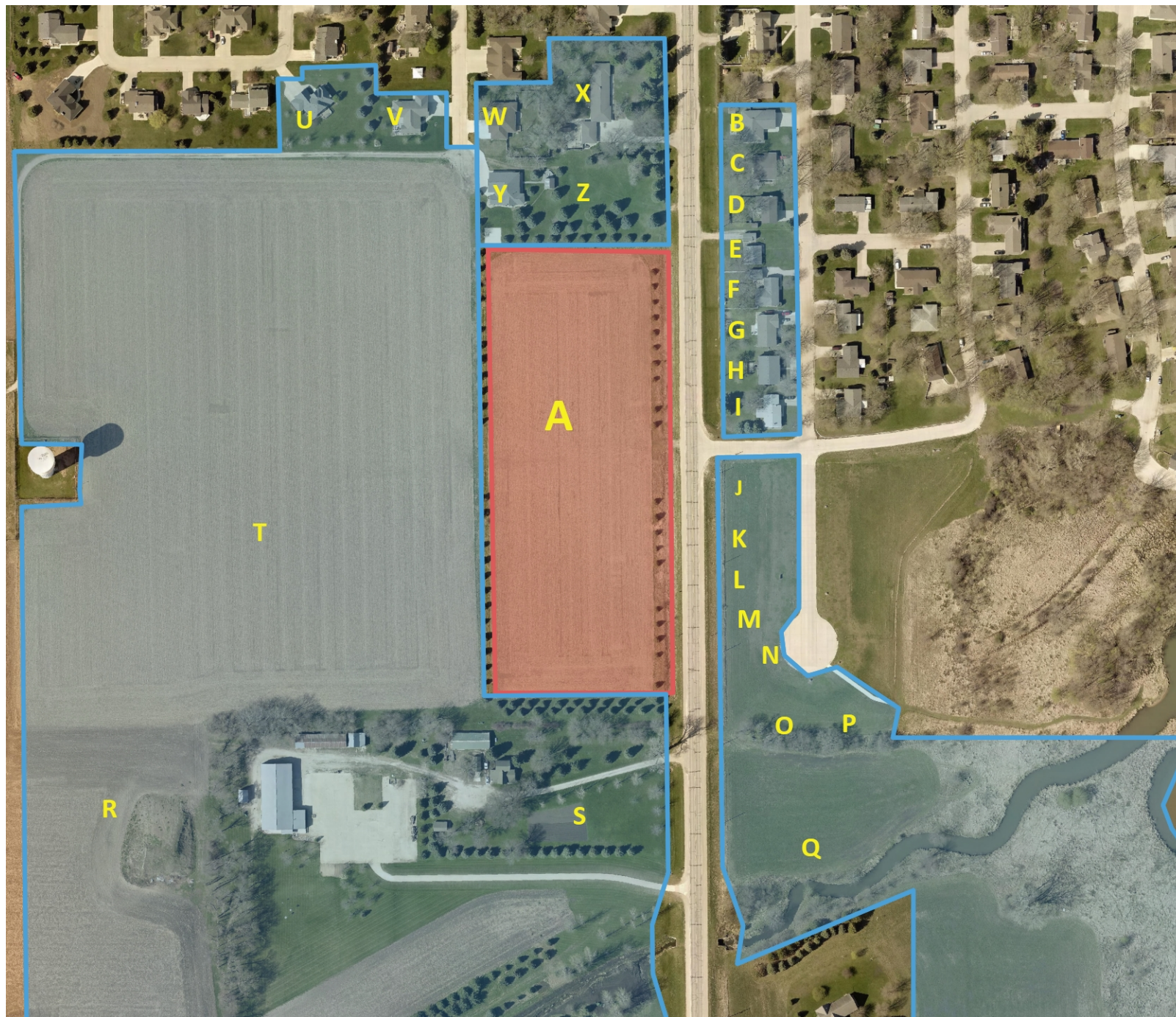
Under penalty of perjury, I, Ben Friesen, declare I am the legal owner of record of the property abutting the Primary Highway System for which this permit will be issued. Intentional misrepresentation of existing or future conditions shall be considered sufficient grounds for application rejection, permit denial or revocation of a permit. The terms and conditions of this permit are binding upon all assigns, successors - In-interest, heirs and occupants. Any changes in the use of a permitted entrance shall require a issuance of a revised permit.

Permittee agrees to indemnify, defend and hold harmless the State Of Iowa and employees and agents in both their official and individual capacity, from any and all liability, claims, damages and expenses including attorney's fees and litigation costs, resulting from or arising out of the construction or continues use of the permitted access connection. If the entrance is not constructed within one year from date of issuance of the permit by the Iowa DOT, the Iowa DOT shall render this agreement and request null and void.

Declarant Signature:

Date:

10/28/21



Legend

Map Name



Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Storm Lake is not responsible for any inaccuracies herein contained.

0 263 Feet

© Bolton & Menk, Inc - Web GIS 12/7/2021 2:30 PM



Real People. Real Solutions.

DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE $\frac{1}{4}$ NW $\frac{1}{4}$) OF SECTION 8, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Southeast (SE) Corner of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 8; Thence North 00° 28' 08" West, along the East line of said Northwest Quarter (NW $\frac{1}{4}$), 115.00 feet to the Point of Beginning. Thence continuing North 00° 28' 08" West, along said East line, 861.93 feet to the South line of Lot A in said Section 8; Thence South 89° 43' 15" West, along said South line, 415.65 feet to the Southwest (SW) corner of said Lot A; Thence South 00° 28' 08" East, 860.64 feet; Thence North 89° 53' 53" East, 415.65 feet to the Point of Beginning.

Tract contains 8.22 Acres and is subject to all easements of record.

Staff Summary

1/3/2022

Agenda Item # 9.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Motion Authorizing Agreement With Buena Vista County Reference Voting Precints**

BACKGROUND: As previous mentioned the City is required to review the voting precincts following the 2020 Census. The proposed plan has been developed and the city has published notice of a public hearing of the plan.

Per state regulations census block can not be split requiring a joint agreement.

Th City needs to approve a joint agreement with the Buena Vista county to allow rural voters in Census Blocks are are included in City Precinct #3 to vote in this precinct. While the rural residents will be voting the City precinct they will not vote on City only issues, such as City Council and Mayor Election, but will vote only on the items they would normally vote on in the rural voting place.

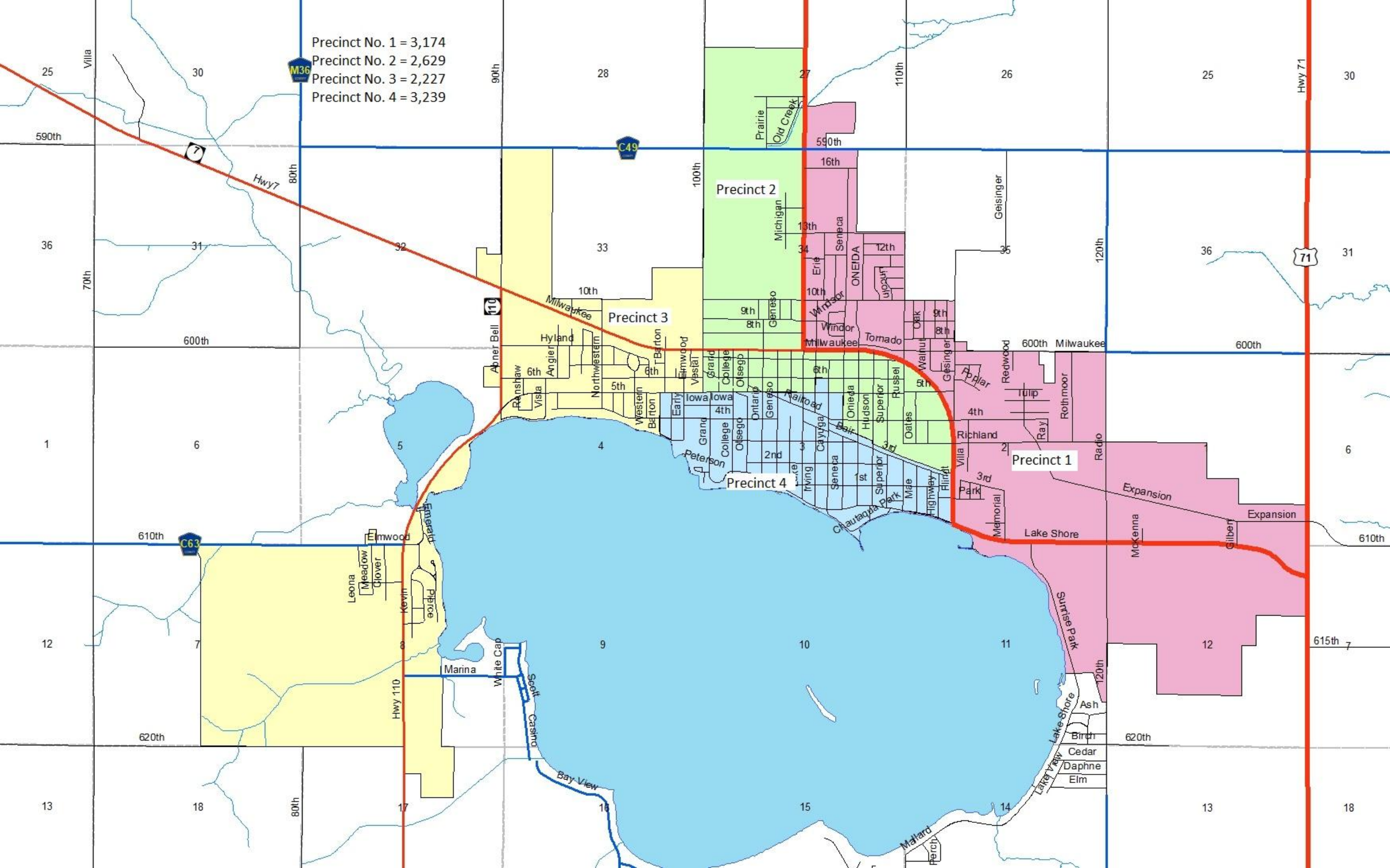
There is currently no rural ctiizens who will be voting in City of Storm Lake Precincts.

FISCAL IMPACT: There is not fiscal impact to the City for this agreement

RECOMMENDATION: Adopt motion and authorize the Mayor and Clerk to Sign Agreement

ATTACHMENTS:

Description	Type
▣ Precinct Map	Map
▣ Memorandum of Agreement	Backup Material



MEMORANDUM OF AGREEMENT

The parties to this agreement are the City of Storm Lake Iowa ("City"), and Buena Vista County, Iowa ("County"). This agreement is entered into as of January 3, 2022.

WHEREAS:

a. Following the federal decennial census, and after the redistricting of congressional and legislative districts, city councils and county boards of supervisors are required to complete any changes in precinct and ward boundaries (for cities) or precinct and supervisor districts (for counties).

b. Election precincts which are composed partially of unincorporated territory within a county and partially of part of a city may be established, if an agreement which is mutually satisfactory to the board of supervisors of the county and to the city council of the city is adopted and submitted to the state commissioner as part of the certification of precinct boundaries.

c. Part of the geographical area that the City proposes to designate as Precinct 3 is comprised of Census Block 1016 in Census Tract 9606, which includes both an unincorporated area of Buena Vista County, Iowa and property within the city limits of the City of Storm Lake, Iowa. The Census Block includes both property within the city limits and outside the city limits because the City had annexed property within such Census Block but the Bureau of the Census was unaware of the annexation and treated all the territory within such Census Block as part of unincorporated Buena Vista County. The state Commissioner of Elections prohibits the division of a Census Block into different voting precincts. Therefore, in order to designate that Census Block as part of Precinct 3 in the City of Storm Lake, the City and County must agree to include such Census Block as part of Precinct 3 in the City of Storm Lake, Iowa.

d. The City and County are willing to treat Precinct 3 as such a combined City and County election precinct.

Therefore, the City and County agree as follows:

1. Storm Lake Precinct 3 shall include, but not be limited to, Census Block 1016 in Census Tract 9606, and shall be a combined election precinct composed of an incorporated population of 2,227 persons who are residents of the City and an unincorporated population of 0 persons who are residents of Hayes Township in County, as is shown on the map attached hereto.

Dated this 3 day of January, 2022.

CITY OF STORM LAKE, IOWA

By: _____
Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

BUENA VISTA COUNTY, IOWA

By: Paul Merten
Paul Merten, Chairperson, Buena Vista
County Board of Supervisors

ATTEST:

Karla Ahrendsen
Sue Lloyd, County Auditor Deputy of Election
Karla Ahrendsen

Staff Summary

1/3/2022

Agenda Item # 10.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Ordinance No. 09-O-2021-2022 Amending Title I, Chapter 5, Section 2 To Specify The New Voting Precinct Boundaries - 1st Reading**

BACKGROUND: The City is required to validate and/or change where necessary the local voting precincts to ensure they meet Secretary of State's office regulations after the bill was passed to reapportion the senatorial and representative districts which was signed November 4, 2021.

The major qualities that we must meet with each precinct are as follows:

1. No precinct may have more than 3,500 people (as defined by the Census block numbers)
2. We are not allowed to break up individual Census Blocks

The City does not elect Council Members by Wards therefore the districts do not have to be equal in terms of population.

Based on the current population, there is no major changes to the precincts. With past annexations to the city we are no longer needing to include unincorporated areas to Precinct No. 1 & 2. An agreement with the county will be needed for Precinct No. 3 as a census block includes county area. The other change is to include the county court house block in Precinct No. 4 per BV County request.

The total population of the Storm Lake Precincts are as follows:

Precinct 1 ~ 3,174
Precinct 2 ~ 2,629
Precinct 3 ~ 2,227
Precinct 4 ~ 3,239

On the December 20, 2021, the City Council held a public hearing for the proposed changes and no comments from the public were received
Precinct Ordinance updates and BV County Agreement will be at the January 3rd meeting.

FISCAL IMPACT: Publication of the approved ordinance and map three times following the Secretary of State approval.

RECOMMENDATION: 1st Reading - January 3rd, 2022
2nd Reading - January 17th, 2022
3rd Reading - February 7th, 2022

ATTACHMENTS:

Description		Type
▣	Ordinance No. 09-O-2021-2022	Ordinance
▣	Proposed Precinct with County Area	Map

ORDINANCE NO. 09-O-2021-2022

AN ORDINANCE AMENDING TITLE I, CHAPTER 5, SECTION 2 OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA TO SPECIFY NEW ELECTION PRECINCT BOUNDARIES

WHEREAS, following the federal decennial census and after the redistricting of congressional and legislative districts, cities are required to complete desired changes in election precinct boundaries.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Storm Lake, Iowa as follows:

Section 1. Title I, Chapter 5, Section 2 of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa is hereby amended to read as follows:

1-5-2 Precinct Boundaries

Election precincts for the City of Storm Lake, Iowa shall be as described below:

Precinct 1 is that part of the City of Storm Lake, Iowa lying east of Business Highway 71 (also known as Lake Avenue) but north of East Milwaukee Avenue, together with that part of the City of Storm Lake, Iowa lying north, east and southeast of Flindt Drive, and does not include any part of such City that is within the boundary of Precinct 2.

Precinct 2 is that part of the City of Storm Lake, Iowa within the following boundary: Beginning at the intersection of the West side of Business Highway 71 (also known as Lake Avenue) and the northern boundary of the Southwest Quarter (SW ¼) of Section 27, Township 91 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa; then southerly along the west side of said Business Highway 71 (Lake Avenue) to the south side of East Milwaukee Avenue; then easterly on the south side of East Milwaukee Avenue to the south side of Flindt Drive; then southeasterly along such side of Flindt Drive to the north side of East 3rd Street; then northwesterly along the north side of East 3rd Street to the west side of Hudson Street; then northerly along the west side of Hudson Street to the north side of East Railroad Street; then northwesterly along the north side of East Railroad Street to the west side of Seneca Street; then northerly along the west side of Seneca Street to the north side of East 5th Street; then westerly along the north side of East 5th Street to the west side of Cayuga Street; then northerly along the west side of Cayuga Street to the north side of East 6th Street; then westerly along the north side of East 6th Street to the west side of Erie Street; then southerly along the west side of Erie Street to the north side of East 5th

Street; then westerly along the north side of East 5th Street to the west side of Vestal Street (also designated 100th Street outside the City limits); then northerly along the west side of Vestal Street (also designated 100th Street) to its intersection with the northern boundary of the Southwest Quarter (SW ¼) of Section 27, Township 91 North, Range 37 West of the 5th P.M., then easterly along said northern boundary to the point of beginning.

Precinct 3 is all that part of the City of Storm Lake, Iowa lying west, southwest, or northwest of Precincts 1, 2, and 4, and also includes Census Block 1016 in Census Tract 9606 that is composed of territory both inside the city limits of Storm Lake, Iowa and outside the city limits of the City of Storm Lake in unincorporated Buena Vista County, Iowa pursuant to an agreement between such city and county.

Precinct 4 is all that part of the City of Storm Lake, Iowa lying directly south of Precinct 2 and north of the high-water mark of Storm Lake, together with that part of the City of Storm Lake lying west of the foregoing part of Precinct 4, but east of Barton Street, South of West 5th Street, and north of the high-water mark of Storm Lake.

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

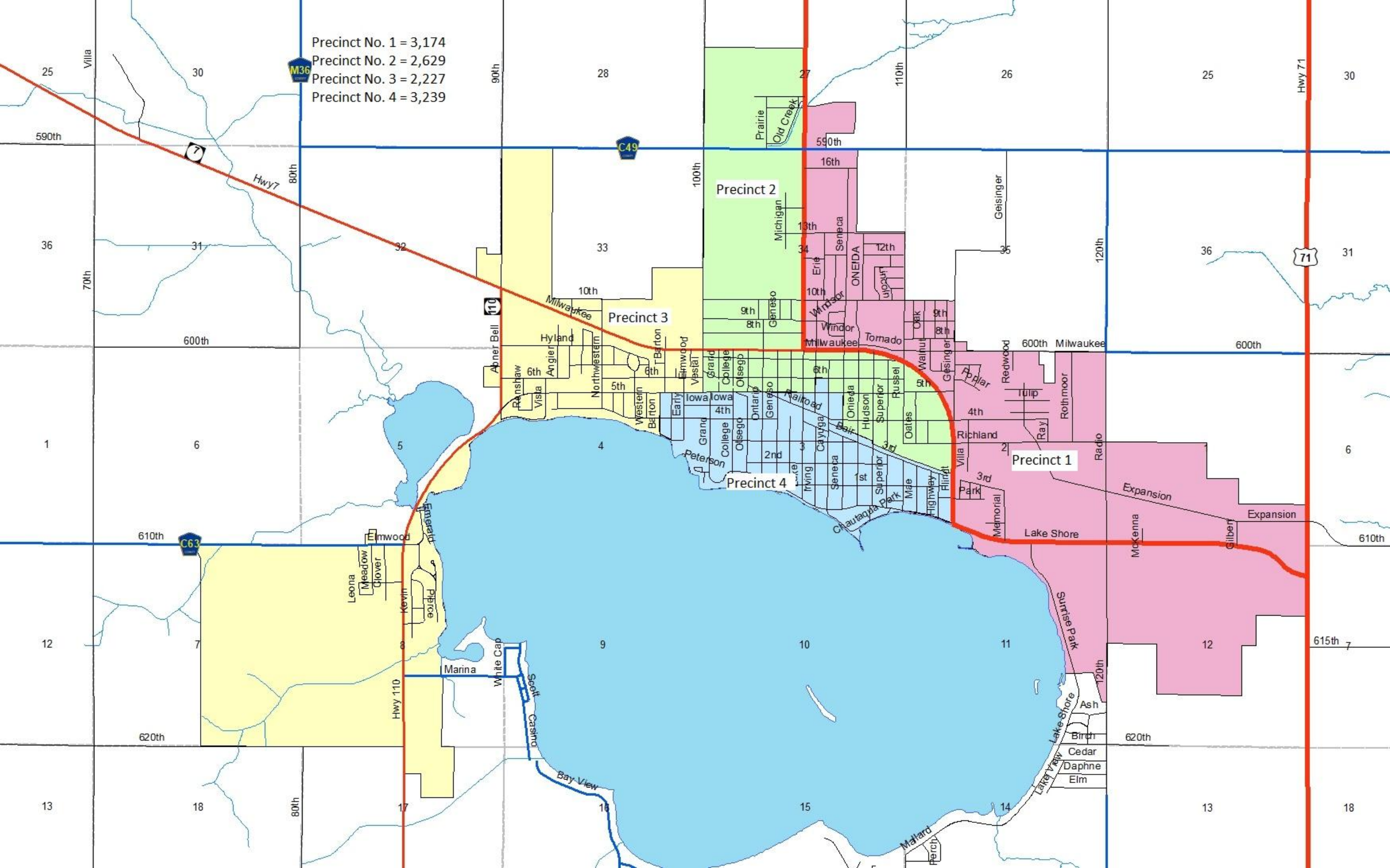
Section 4. This ordinance shall be in effect following its passage, approval, and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2022

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk



Staff Summary

1/3/2022

Agenda Item # 11.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Resolution No. 56-R-2021-2022 Approving the Agreement with CMBA for Professional Services for Architectural Services for the Storm Lake Library CDBG – COVID (CV) Funding Grant**

BACKGROUND: The City advertised for proposals from qualified firms architectural services related to a projects eligible for CDBG-CV funding. Proposed projects must meet the guidelines for funding including the HUD national objective such as benefitting low-to-moderate income residents.

The Request for Proposals for Architectural Services was sent to prospective firms, placed on the City's website, advertised on the Iowa League of Cities website and advertised in the newspaper. Four responses were received on August 2, 2021.

The City Council selected CMBA for architectural services for the CDBG-Covid(CV) funding opportunity for the Storm Lake Library.

FISCAL IMPACT: The total not to exceed amount of the contract is \$54,480 and will be funded by grant proceeds.

RECOMMENDATION: Adopt Resolution No. 56-R-2021-2022 Approving the Agreement with CMBA for Professional Services for Architectural Services for the Storm Lake Library for CDBG – COVID (CV) Funding Grant

ATTACHMENTS:

Description	Type
□ CMBA Architects Agreement	Contract
□ Resolution No. 56-R-2021-2022	Resolution

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Third day of January in the year Two Thousand Twenty-Two
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Storm Lake
PO Box 1086
Storm Lake, IA 50588

and the Architect:
(Name, legal status, address and other information)

Cannon Mass Brygger & Associates PC
dba CMBA Architects
505 Grand Avenue
Spencer, IA 51301

for the following Project:
(Name, location and detailed description)

SP21122 Storm Lake Library
Storm Lake Public Library
609 Cayuga Street
Storm Lake, IA 50588

The project includes upgrading/ replacing the mechanical systems of an existing 1970s public library in Storm Lake Iowa. In addition, an interior space will be remodeled to provide virtual services to the community. Community Development Block Grant (CDBG-CV) funds will be used to complete the work.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Storm Lake Public Library is proposing to remodel the mechanical systems of a 12,500 sq. ft existing building. An existing interior room will also be remodeled to provide virtual services.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The Storm Lake Public Library is located at 609 Cayuga Street, Storm Lake, IA 50588

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Approximately \$607,900

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

All CDBG-CV funds must be spent no later than May 31, 2023

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid by single prime general contractor

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not Applicable (N/A)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Keri Navratil, City Manager
City of Storm Lake, IA
(See address above)
Ph: 712-732-8000
Email: navratil@stormlake.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Elizabeth Huff, Storm Lake Library Director - City of Storm Lake, IA (See project address above)
Ph: 712-732-8026; Email: huff@stormlake.org

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:
(N/A)

.2 Civil Engineer:

(N/A)

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Angela McCaulley, AIA Architect
CMBA Architects
(see address above)
Ph: 712.262.3426
Email: mccauley.a@cmbaarchitects.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

Matt Gumm, PE
MODUS Engineering
130 E. 3rd St., Suite 300
Des Moines, IA 5030
Ph: 515-251-7280

.3 Electrical Engineer:

Derek Bond
MODUS Engineering
130 E. 3rd St., Suite 300
Des Moines, IA 5030
Ph: 515-251-7280

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

(N/A)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

Init.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000) each accident, Five Hundred Thousand Dollars (\$ 500,000) each employee, and Five Hundred Thousand Dollars (\$ 500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Three Million Dollars (\$ 3,000,000) per claim and Three Million Dollars (\$ 3,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Hourly – Additional Service
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.10 Scope of architectural interior design services to be limited to the remodel of the Tele-health room.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

4.1.1.1 Owner will provide programming validation services.

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- 1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- 2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- 3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b)

- contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Evaluation of the qualifications of entities providing bids or proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 One per month with maximum of six (6) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 8.3 of this Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Not Applicable (N/A)

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

(N/A) Owner's use of Architect's Instruments of Service are limited to any printed or pdf format information only. It does not include electronic drawings or models.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of

compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted)

Fifty Four Thousand Four Hundred Eighty Dollars and no/100's (\$54,480)

- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly at standard rates at time of service and as adjusted periodically

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly at standard rates at time of service and as adjusted periodically

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent (20 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	N/A	percent (	N/A	%)
Design Development Phase	Thirty-Five	percent (	35	%)
Construction Documents	Thirty-Five	percent (	35	%)
Phase				
Procurement Phase	Five	percent (	5	%)

Construction Phase	Twenty-Five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Exhibit A: CMBA & MODUS 2021 Hourly Billing Rates

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty-Five (35) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

One point Five (1.5) % per month, per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§12.1 This Agreement shall be governed by the laws of Iowa.

§12.2 Causes of action between the parties to this Agreement shall be governed by applicable Iowa statutes of limitation.

§12.3 Insurance Limitations

The Architect agrees to maintain a claims-made policy with limits in the aggregate amount of Three Million and no/100 Dollars (\$3,000,000.00) for a period of one (1) year after substantial completion of the project. No claim shall be made against the Architect, his agents, consultants and/or employees more than the number of years stipulated by applicable Iowa law after substantial completion of the project.

§12.4 Electronic Medium

Because electronic data can be modified by persons (intentionally or otherwise) without notification to the author of said documents, the Architect reserves the right to remove all indication of his ownership and involvement in any electronic documents not held in his possession. Release of electronic data (with or without Architect's name on it) absolutely does not constitute release regarding usage thereof.

§12.5 Hazardous Waste

Any hazardous waste or asbestos-containing material required to be tested, identified, removed, encapsulated or otherwise contained during the course of this project will be the responsibility of the Owner or their contractor(s). The Architect will be indemnified from any and all liability due to the removal, encapsulation or containment of all such identified hazardous materials.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

a) Exhibit A – Hourly Rate Sheet

1) CMBA

2) MODUS

b) Exhibit B – Federally required language for CDBG

[] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Keri Navratil, Storm Lake City Manager

(Printed name and title)

ARCHITECT *(Signature)*

Adam Van Gorp, Principal Architect

(Printed name, title, and license number, if required)

EXHIBIT A – CMBA & MODUS ENGINEERING STANDARD BILLING RATES



2021 STANDARD BILLING RATES

Rates are reviewed and adjusted periodically including, but not limited to, calendar year reviews.

PRINCIPAL.....	\$180
SENIOR ARCHITECT	\$150
ARCHITECT III	\$130
ARCHITECT II.....	\$120
ARCHITECT I	\$100
ARCHITECTURAL DESIGNER II.....	\$90
ARCHITECTURAL DESIGNER I.....	\$80
PROJECT MANAGER III	\$145
PROJECT MANAGER II.....	\$120
PROJECT MANAGER I.....	\$100
INTERIOR DESIGNER III	\$110
INTERIOR DESIGNER II	\$95
INTERIOR DESIGNER I	\$80
TECHNICIAN.....	\$80
INTERN.....	\$60
MARKETING SPECIALIST	\$100
GRAPHIC DESIGNER.....	\$85
CLERICAL	\$70

STANDARD REIMBURSABLE EXPENSES

Delivery/Shipping
Fees/Permits
Mileage
Out-of-town Travel (hotel, meals, transportation)
Printing

WWW.CMBAARCHITECTS.COM

SIOUX CITY, IA ▪ DES MOINES, IA ▪ SPENCER, IA ▪ GRAND ISLAND, NE

Hourly Rate Schedule Effective 01/01/2021

<u>Position</u>	<u>Hourly Rate</u>
Administration	\$60.00
Technician 1	\$70.00
Technician 2	\$95.00
Engineer 1	\$110.00
Engineer 2	\$135.00
Engineer 3	\$170.00
Principal	\$200.00



EXHIBIT B

THE FOLLOWING SHOULD BE INCLUDED IN ALL CDBG PROJECT SPECIFICATIONS AND CONTRACTS:

A. Executive Orders 11246 and 11375.

The Architect will comply with all provisions of Executive Orders 11246 and 11375. During the performance of this Contract, the Architect agrees as follows:

- 1) The Architect will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Architect will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The Architect will, in all solicitations or advertisement for employees placed by or on behalf of the Architect, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The Architect will send to each labor union or representative of workers with which they have a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Architect's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Architect will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
- 5) The Architect will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Architect's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Architect may be declared ineligible for further government Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The Architect will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Architect will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Architect becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Architect may request the United States to enter into such litigation to protect the interests of the United States.

B. Title VI of the Civil Rights Act of 1964 and Iowa Civil Right Act of 1965.

This act provides that no person shall be excluded from participation, denied benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance. Iowa Civil Right Act mirrors the Federal Civil Rights Act.

C. Federal Executive Order 11063, as amended by Executive Order 12259 Equal Opportunity Housing

D. Section 109 of Title I of the Housing and Community Development Act.

This act provides that no person shall be excluded from participation, including employment, denied program benefits, or subjected to discrimination on the basis of race, color, physical or mental disabilities, national origin, sex, handicap, religion or religious affiliation, or age under any program or activity funded in whole or in part under Title I of this act.

E. Section 3 of the Housing and Urban Development Act of 1965 (as amended).

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Architect agrees to send to each labor organization or representative of workers with which the Architect has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Architect's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Architect agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Architect will not subcontract with any subcontractor where the Architect has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The Architect will certify that any vacant employment positions, including training positions, that are filled (1) after the Architect is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Architect's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to

comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

F. The Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213).

This act guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

G. Access to and Maintenance of Records. The Architect must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the Architect shall make available and furnish all information and reports required, and will permit access to books, records, and accounts by the Owner, Department of Housing and Urban Development, the Secretary of Labor, the Iowa Economic Development Authority or their authorized representatives, for purposes of investigation to ascertain compliance.

H. Termination. The Owner and/or the Architect shall have the right to terminate this Contract at any time by giving at least ten (10) days notice in writing. The notice shall specify the effective date of such termination. Upon cancellation, the Owner will be responsible only for those costs incurred by the Architect to the date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Architect under this Contract shall, at the option of the City, become its property and the Architect shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

I. Awarding Agency Reporting Requirements. The Architect must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

J. Energy Efficiency. Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Pub. L 94-163, 89 Stat. 871

K. All Contracts in Excess of \$100,000.

In addition to the preceding provisions, Contracts in excess of \$100,000 shall require compliance with the following laws and regulations:

- Section 306 of the Clean Air Acts [42 U.S.C. 1857 (h)].
- Section 508 of the Clean Water Act [33 U.S.C. 1368].
- Executive Order 11738.
- EPA Regulations - 40 CFR, Part 15.

In accordance with the Clean Air and Water Act, the Architect agrees as follows:

- 1) The Architect will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 40 CFR 15.20.
- 2) The Architect agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) The Architect agrees that as a condition for the award of a Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection

Agency, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

- 4) The Architect agrees that it will include or cause to be included the criteria and requirements in Paragraphs (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

L. All Contracts in Excess of \$2,000.

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

RESOLUTION NO. 56-R-2021-2022

**A RESOLUTION APPROVING AN AGREEMENT FOR
ARCHITECTURAL SERVICES THE STORM LAKE
LIBRARY FOR A CDBG-CV APPLICATION**

WHEREAS, the City of Storm Lake desires to apply for CDBG-CV funding, and;

WHEREAS, the City desires to have professional architectural services for the proposed project and therefore followed the Federal CDBG procurement guidelines to solicit proposals from qualified architects for the proposed project, and;

WHEREAS, the City published notice of procurement for architectural services in the Storm Lake Times on July 23, 2021 for such services, and;

WHEREAS, the City published notice of procurement for architectural services with the Iowa League of Cities and on the City's website; and

WHEREAS, the City received four proposal(s) for architectural services from qualified firms, and, following a review of the proposals, the City Council on August 2, 2021 selected CMBA for professional services for this funding opportunity.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA:

SECTION 1. The City Council approves the agreement with CMBA for architectural services for the Storm Lake Library for this CDBG-CV funding application.

SECTION 2. The City Council authorizes the City Manager to sign the agreement with CMBA for architectural services for the Storm Lake Library for this CDBG-CV funding application.

PASSED AND APPROVED this 3rd day of January 2022.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

1/3/2022

Agenda Item # 12.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Development Services Action Plan-Work session**

BACKGROUND: Lee Dutfield will present the action plan

FISCAL IMPACT: N/A

RECOMMENDATION: N/A

Staff Summary

1/3/2022

Agenda Item # 13.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: **City Council Requested Items**

BACKGROUND: Future City Council Work Sessions:
1. none at this time

FISCAL IMPACT: No Fiscal Impact at this time.

RECOMMENDATION: Concurrence for each item to be considered for a specified City Council Meeting work session or deny work session consideration for the following items:
1. None at this time