

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
SEPTEMBER 7, 2021
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 Sunrise Pointe Golf Course Hole Sponsorship Agreements
 - D. SLPD City Code Enforcement Summary
- 3. Ordinance No. 03-O-2021-2022 Amending Title 8 Of The Municipal Code By Repealing Subsections (B)2 And (B)3 Of Section 8-2-1 On "Concealed Weapons" - 2nd Reading
- 4. Resolution No. 19-R-2021-2022 Awarding The Quote For The Storm Lake Community School District Courtyard Project Plan, Specifications, And Form Of Contract
- 5. Resolution No. 20-R-2021-2022 Setting A Public Hearing On A Proposal To Amend The City Code By Updating The Referenced Construction Codes and Standards To The Most Recent Editions.
- 6. Resolution No. 21-R-2021-2022 Approving Change Order Nos. 1-5 of the Oneida Street Reconstruction Project, Phase 1
- 7. Resolution No. 22-R-2021-2022 Approving Change Order No. 2 for the Memorial Lift Station

Project

8. **Ordinance No. 02-O-2021-2022 Amending Chapters 6 and 12 of Title II of the City Code to Permit Certain Nonresidents of the City to be Appointed to, and Serve On, the Airport Commission - 3rd Reading**
9. **Motion Setting a Public Hearing for Memorial Lift Station Project Update**
10. **Public Hearing on Community Development and Housing Needs Assessment for the City of Storm Lake**
11. **Resolution No. 23-R-2021-2022 Approving A Development of a Community Development and Housing Needs Assessment for the City of Storm Lake**
12. **Public Hearing on Submission of an Application for a Community Development Block Grant (COVID-CV) City of Storm Lake Public Library**
13. **Resolution No. 24-R-2021-2022 Committing Matching Funds for a Community Development Block Grant Application**
14. **Resolution No. 25-R-2021-2022 Endorsing An Application for a Community Development Block Grant (COVID-CV) City of Storm Lake Public Library**
15. **Resolution No. 26-R-2021-2022 Adopting the State of Iowa CDBG-CV Duplication of Benefits Policy and Procedures**
16. **Resolution No. 27-R-2021-2022 Approving Iowa Department of Transportation Cooperative Agreement for Primary Road Project- HWY7/HWY 110**
17. **Resolution No. 28-R-2021-2022 Selecting and Approving Contract with Phase 1 Archeological Firm for FEMA BRIC Application**
18. **Resolution No. 29-R-2020-2021 Approving Final Completion, Change Order No. 1, and Final Payment of the Wastewater Treatment Plant Wetlands Project**
19. **Motion To Appoint New Member to the Airport Commission**
20. **City Council Requested Items**
21. **Motion To Recess City Council Meeting Council and Reconvene at the Library to Attend a Library Reception**
22. **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.



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Staff Summary

9/7/2021

Agenda Item # B.



City of Storm Lake
PO Box 1086
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REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: Consideration of Changes in Agenda and Setting the Agenda

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

9/7/2021

Agenda Item # C.



City of Storm Lake
PO Box 1086
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REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: Disclosure by City Council Members

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

9/7/2021

Agenda Item # A.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
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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 August 16, 2021 City Council Minutes
- Approve Renewal Liquor Licenses for Storm Lake Honda, Cafe Havana
- Approve New Liquor License for Beer Thirty contingent upon Background Check and Certificate of Occupancy Issuance
- Approve New Cigarette Permit for Beer Thirty
- Approve Reappointment of Simri Rodriguez to the Board of Adjustment - 5 year term
- Approve Sunrise Pointe Golf Course Hole Sponsorship Agreements
- Approve the SLPD Code Enforcement Summary (see staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - - \$1,377,189.82
- King's Pointe & Sunrise Pointe Golf Course Bills -- \$422,420.08

The City will receive the following revenues:

- Liquor License Fees -- \$106.53
- Cigarette Permit Fee - \$75.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ King's Pointe Claims	List of Bills

▢	Minutes - August 16, 2021	Minutes
▢	Simri Rodriguez Board of Adjustment Application - 5 yr term	Application
▢	Cafe Havana Liquor Application 2021	Application
▢	Beer Thirty Liquor Application 2021	Application
▢	Beer Thirty Cigarette Application 2021	Application



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 08/19/2021 - 09/09/2021

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Buena Vista County Treasurer	BVC	Property Taxes	116,287.81
Control System Specialists, LLC	BVC	AC Repairs	40,876.00
Felton Concrete	BVC	Cemetery Stone Wall	8,960.00
Control System Specialists, LLC	BVC	CO2 Tank Condenser Repairs	1,231.30
Justin Harrington	BVC	Sand- Less Tax	545.69
Felton Concrete	BVC	Operation Hoop Services	400.00
Control System Specialists, LLC	BVC	Lab Air Duct Repairs	207.00
Buena Vista County Solid Waste	BVC	Recycling	479.43
	BVC Total:	168,987.23	
Contract/Agreement			
Gridor Construction Inc	Contract/Agreement	Pay #2 Memorial LS Improvement	406,581.00
Spring Lake Construction	Contract/Agreement	Pay #FINAL of WWTP Wetlands	35,750.00
Power Solutions, Inc	Contract/Agreement	Pay #8 of WTP MCC	29,993.37
I & S Group, Inc	Contract/Agreement	Water Study Services	20,550.00
Kevin L Gilman	Contract/Agreement	Pay #1 Lundberg Project	13,280.00
Smith Concrete Service Inc	Contract/Agreement	Hoop Dreams Concrete	18,405.00
I & S Group, Inc	Contract/Agreement	Construction Admin	17,094.07
Local Government Professionals Services, Inc	Contract/Agreement	Grant Admin	2,000.00
Smith Concrete Service Inc	Contract/Agreement	Hoop Dreams- Concrete	349.25
Reding's Gravel & Excavating Co., Inc	Contract/Agreement	Rock	232.54
Smith Concrete Service Inc	Contract/Agreement	Concrete	222.25
Reding's Gravel & Excavating Co., Inc	Contract/Agreement	Rock	201.00
	Contract/Agreement Total:	544,658.48	
Local			
MidAmerican Energy Company	Local	Electric Services	69,128.82
King's Pointe Resort	Local	Nov 2020 to July 2021 Cottage Expenses	27,285.26
Artisan Surfaces	Local	Carpet Installation	14,048.04
Rebnord Technologies, Inc	Local	Clubhouse Alarms & Sensors	11,837.00
Lavens NW Monument	Local	Hole Markers	11,250.00
Rebnord Technologies, Inc	Local	Environmental Sensors	21,613.00
Philip E Havens	Local	Legal Services	3,407.49
Garbage Hauling Service Inc	Local	Garbage Service	2,361.00
Bomgaars Supply, Inc	Local	Supplies	1,690.71
Stanton Electric, Inc	Local	Wall Pack Installation	1,549.90
Long Lines	Local	Fax Line & Emergency Line Service	1,505.38
Siouxland Certified Testing Services, Inc	Local	Testing Services	1,245.00
Stanton Electric, Inc	Local	Office AC Repairs	1,010.19
L & G Products, Inc	Local	Seed	920.00
King's Pointe Resort	Local	Lundberg's Relocation	897.12
Arnold Motor Supply, LLP	Local	Supplies	866.90
Iowa Office Supply Inc	Local	Desk	771.50
Deere Credit, Inc	Local	Battery	742.16
Larson Oil & Distributing Co, Inc	Local	Propane	703.45
Storm Lake Hydraulics Co, Inc	Local	Mowing Tractor Repairs	634.54
Larson Oil & Distributing Co, Inc	Local	Propane	598.95
Rust Publishing NWIA, LLC	Local	July 2021 Publications	584.13
L & G Products, Inc	Local	Seed	552.00
Philip E Havens	Local	3rd Quarter Meetings	500.00
Color-ize Inc	Local	Magnets	325.65
Stanton Electric, Inc	Local	Outlet Replacement- Frank Starr- Summit Chur	314.02
WalMart #01-1526	Local	Supplies	277.28
Rebnord Technologies, Inc	Local	Printer	259.95
Qwest Corporation	Local	Phone Service	224.31

My Buy Local_v1

Payment Date Range: 08/19/2021 - 09/09/2021

Vendor Name	Buy Local Info	Payable Description	Total Payments
Visual Edge Inc	Local	Copier Maintenance Agreement	211.23
Michael P. Reinert	Local	Oxygen Refill	209.00
Visual Edge Inc	Local	Copier Maintenance Agreement	186.00
Garbage Hauling Service Inc	Local	Garbage Service Q3 2021	161.25
King's Pointe Resort	Local	Development Specialists	148.10
Fastenal Company	Local	Supplies	140.48
Iowa Office Supply Inc	Local	Supplies	107.00
Visual Edge Inc	Local	Copier Maintenance Agreement	209.29
Buena Vista Regional Medical Center	Local	Testing Services	90.00
Color-ize Inc	Local	Scanning Services	88.50
Iowa Office Supply Inc	Local	Supplies	82.99
Visual Edge Inc	Local	Copier Maintenance Agreement	81.07
The UPS Store #6909	Local	Shipping	80.79
Rent-All, Inc	Local	Saw Rental- Hoop Dreams	145.00
Vetter Equipment	Local	Blower Repairs	68.38
Iowa Office Supply Inc	Local	Toner	64.50
Fastenal Company	Local	Supplies	125.97
Rent-All, Inc	Local	Saw Rental- Hoop Dreams	60.00
Moodie Refrigeration, Air Conditioning & H	Local	Condenser Cleaning	60.00
Storm Lake Bakery	Local	Supplies	43.20
Fastenal Company	Local	Supplies	39.93
Iowa Office Supply Inc	Local	Office Supplies	37.10
L & G Products, Inc	Local	Wattles	37.00
A & A Automotive	Local	Tire Repairs	35.66
Fastenal Company	Local	Sweatshirt	33.98
Michael P. Reinert	Local	Supplies	28.80
Blue Nice	Local	8/30/2021 Interpretation Services	25.00
The Bridge of Storm Lake	Local	Coffee	24.00
O'Reilly Automotive Inc	Local	Wiper Blades	20.38
Iowa Office Supply Inc	Local	Office Supplies	16.84
Fastenal Company	Local	Supplies	-4.01
Iowa Office Supply Inc	Local	Tonor Returned	-64.50

Local Total: 179,696.68

Non-Local

Electric Pump Inc	Non-Local	Flygt Mixers	62,300.00
Connected Solutions Group, LLC	Non-Local	PD Wireless Modems	19,509.56
Muni Fire/Police Retire	Non-Local	MFPRSI withholdings	18,675.67
Iowa Public Employees	Non-Local	IPERS withholdings	18,098.56
EFTPS	Non-Local	Federal withholding taxes	31,355.54
Municipal Supply, Inc	Non-Local	Sensus Analytics Annual Subscription	14,527.00
iWorQ Systems, Inc	Non-Local	Permit & Code Enforcement Package	14,000.00
Thompson Electric Company	Non-Local	Headworks SCADA PC Replacement	7,995.54
Hawkins, Inc	Non-Local	Scale	7,338.17
Treasurer State of Iowa	Non-Local	State withholding taxes	6,967.06
Mississippi Lime Company	Non-Local	Lime	23,591.07
EFTPS	Non-Local	Federal withholding taxes	5,076.58
Hawkins, Inc	Non-Local	Chemicals	4,939.93
Alpha Wireless Communications	Non-Local	In Car Radios	4,236.50
Sta-Mel Enterprises, Inc	Non-Local	Deicing Salt	3,768.63
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	1,910.85
SCE, LLC	Non-Local	Early Elementary Fire Hydrant Installation	1,759.00
Linde Inc	Non-Local	Carbon Dioxide	3,105.30
Foundation Analytical Laboratory, Inc	Non-Local	Testing Sevice	1,416.00
Hupp Electric Motors	Non-Local	Annual Hoist Inspection Services	1,185.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	1,017.75
Hupp Electric Motors	Non-Local	Annual Inspection Fee	965.00
Carroll Distributing & Construction Supply,	Non-Local	Tools	960.56
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	938.75
RJ Thomas Manufacturing Compnay, Inc	Non-Local	Decals	910.50
Ahlers & Cooney, P.C.	Non-Local	FB Amendment #1	903.00

My Buy Local_v1

Payment Date Range: 08/19/2021 - 09/09/2021

Vendor Name	Buy Local Info	Payable Description	Total Payments
W. W. Grainger, Inc	Non-Local	AC Supplies	898.11
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	801.80
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	796.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	771.00
Rice Signs LLC	Non-Local	Signs	761.05
Northern Balance & Scale, Inc	Non-Local	Calibration Services	761.00
ICMA Retirement Trust 457	Non-Local	ICMA withholdings	750.00
Strategic Insights, Inc	Non-Local	Capital Planning Software License	750.00
WaterPro Supplies Inc	Non-Local	Couplings	710.00
Hach Company	Non-Local	Testing Supplies	685.98
Werner Sewer & Septic, LLC	Non-Local	Services	577.60
Elliot Equipment Company	Non-Local	Deareration Tank	517.70
Kirkwood Community College	Non-Local	Basic Water Training- Barth	495.00
Joyce's Greenery	Non-Local	Spooner Family Sign Services	480.00
Mass Mutual	Non-Local	457 plan withholding	450.00
W. W. Grainger, Inc	Non-Local	Cartridge	426.60
Utility Supply of America, Inc	Non-Local	Valve	402.72
NJ Criminal Interdiction LLC	Non-Local	Training Registration- McDonald & Cameron	398.00
Law Enforcement Seminars, LLC	Non-Local	Background Investigations- Weflen	385.00
RJ Thomas Manufacturing Compnay, Inc	Non-Local	Decals	380.53
Dale Vitito	Non-Local	Uniforms	360.69
WaterPro Supplies Inc	Non-Local	Manhole Fram & Lid- BVC Hit	360.00
Sirchie Acquisition Company, LLC	Non-Local	Evidence Supplies	344.26
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	294.25
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	246.70
Iowa Public Employees	Non-Local	IPERS withholdings	242.08
Sirchie Acquisition Company, LLC	Non-Local	Evidence Equipment	239.35
Alpha Wireless Communications	Non-Local	Chargers	232.00
BlueTarp Financial, Inc	Non-Local	Blade	227.94
Jeff Koenig	Non-Local	Portable Toilet Rental	212.00
Engel Agri-Sales, Co	Non-Local	Supplies	187.20
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	351.00
Prime Media Acquisition Corp	Non-Local	Supplies	157.04
RJ Thomas Manufacturing Compnay, Inc	Non-Local	Decals	150.12
Collection Services Center	Non-Local	Child Support payments	148.25
Language Testing International, Inc	Non-Local	Language Testing	145.00
Workamper News, Inc	Non-Local	Advertising	139.50
Dale Vitito	Non-Local	Uniforms	136.89
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	114.50
Ahlers & Cooney, P.C.	Non-Local	URP Ind Park Amendment #8	114.00
Marcus Lumber Company Corp	Non-Local	Sealant & Supplies	110.41
Vermeer Sales & Service, Inc	Non-Local	Swivel	105.00
International Code Council	Non-Local	Material- Less Tax	104.00
Iowa Police Chiefs Association	Non-Local	Conference Reg- Ronk & Meyer	100.00
W. W. Grainger, Inc	Non-Local	Office Supplies	97.43
Underground Location Company	Non-Local	Locate Services	97.40
Marcus Lumber Company Corp	Non-Local	Rebar & Supplies	94.92
Iowa Lakes Regional Water	Non-Local	Water Service	92.44
Engel Agri-Sales, Co	Non-Local	Supplies	89.07
W. W. Grainger, Inc	Non-Local	Trimmer Wire	83.90
RJ Thomas Manufacturing Compnay, Inc	Non-Local	Decals	83.24
Northwest Iowa League of Cities	Non-Local	FY2022 Membership	75.00
Cintas First Aid & Safety	Non-Local	First Aid Supplies	142.45
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	114.10
Salus LLC	Non-Local	July 2021 Memberships	40.00
Marcus Lumber Company Corp	Non-Local	Cables	32.99
Firehouse Magazine	Non-Local	FY2022 Subscription- FD #1104044797	26.00
Marcus Lumber Company Corp	Non-Local	Garage Door Ex Returned	-31.99
Non-Local Total:		275,508.74	

My Buy Local_v1**Payment Date Range: 08/19/2021 - 09/09/2021**

Vendor Name	Buy Local Info	Payable Description	Total Payments
Payroll/Refunds			
AFLAC	Payroll/Refunds	Aflac withholdings	527.87
Dale Benz	Payroll/Refunds	2021 Campground Refund	150.00
Mitch McDonald	Payroll/Refunds	K9 Training	118.80
AFLAC	Payroll/Refunds	Aflac withholdings	36.03
Iowa District Court	Payroll/Refunds	Court Garnishment	25.00
	Payroll/Refunds Total:	857.70	
	Grand Total:	1,169,708.83	

King's Pointe Resort

Claims Publication

From 8/12/2021 to 9/1/2021

Vendor	Description	Amount
ACCO Unlimited Corporation	Supplies	\$4,535.95
American Red Cross	Supplies	\$430.00
Amy Von Bank	Reimbursement	\$720.52
Arnold Motor Supply, LLP	Supplies	\$152.10
Assa Abloy Hospitality Inc.	Equipment	\$13,710.17
Authnet Gateway	Services	\$25.00
Bomgaars Supply Inc.	Supplies	\$345.63
Ciliara Trading Limited	Services	\$13.40
Cintas Corporation	Supplies	\$1,283.51
Color-ize	Services	\$1,281.12
COMMTRAK	Services	\$2,148.84
COUNSEL	Services	\$279.46
Daniels Filter Service	Supplies	\$2,721.77
Doll Distributing	Beverages	\$3,549.40
Donita Jensen	Services	\$200.00
ECOLAB	Supplies	\$2,403.71
Erika Ramos	Refund	\$200.00
Expedia, Inc.	Services	\$11,694.18
Ferguson Enterprises	Supplies	\$189.93
Frigitec Inc.	Services	\$343.60
G & R Controls, Inc.	Equipment	\$11,981.00
Garbage Hauling Service, Inc.	Utilities	\$508.72
Grace Feilmeier	Refund	\$200.00
Grainger	Supplies	\$2,381.19
GuestSupply	Supplies	\$3,282.97
Heartland Payment Systems	Services	\$16,150.42
Hermel Wholesale	Food	\$386.80
HyVee	Beverages	\$3,782.32
Imagine The Possibilities Inc	Services	\$150.00
Iowa Division of Labor	Services	\$320.00
Iowa Golf Association	Services	\$550.00
Iowa Society of Assoc Executives	Services	\$190.00
Johnson Brothers	Beverages	\$1,509.75
Joyce's Greenhouse	Services	\$1,619.00
KAYL/KKIA	Advertising	\$698.25
Kelli's Gift Shop Suppliers	Supplies	\$838.32
King's Pointe - Petty Cash	Services	\$520.75
KTIV Television Inc.	Advertising	\$2,898.00
Long Lines LLC	Utilities	\$1,002.09
M3 Accounting Services Inc.	Services	\$231.52
Martin Brothers	Food	\$24,716.99
Mediacom	Utilities	\$472.90
Melanders	Services	\$649.99
MidAmerican Energy	Utilities	\$22,708.67
Copper Cottage	Services	\$220.00
Office Elements	Supplies	\$55.76
ONYX CenterSource	Services	\$421.63

Payroll 8/18/2021	Payroll	\$114,709.52
Payroll 9/1/2021	Payroll	\$92,423.71
Plumbing and Heating Wholesale, Inc.	Supplies	\$783.13
Quore Systems, LLC	Services	\$855.00
Rebnord Technologies, Inc.	Services	\$2,558.33
Sceptre Hospitality Resources, LLC	Services	\$3,496.20
Shift 4	Services	\$604.48
Speed's Auto Supply Inc.	Services	\$415.00
Spencer Radio Group	Advertising	\$405.00
Steve's Window Service	Services	\$334.00
Storm Lake Ace Hardware	Supplies	\$1,133.37
Storm Lake Rotary Club	Services	\$125.00
Strategic Solution Partners LLC	Services	\$275.58
Sysco Iowa, Inc.	Food	\$30,366.59
Farm News	Advertising	\$375.00
TY Inc.	Supplies	\$539.14
UPS	Services	\$145.42
Verizon Wireless	Utilities	\$146.70
Vizergy	Services	\$1,158.45
W-O Management Fee- July 2021	Agreement	\$25,752.96
Wells Fargo Financial Leasing, Inc.	Services	\$235.18
World Travel Service, Inc.	Services	\$906.99
		\$422,420.08

CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS REGULAR COUNCIL MEETING, AUGUST 16, 2021, 5:00 PM

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

Staff present: City Manager Keri Navratil, Assistant City Manager David Derragon, City Attorney Phil Havens, Police Chief Chris Cole, Fire Chief Mike Jones, Building & Code Compliance Director Scott Olesen, Library Director Elizabeth Huff, Public Services Supervisor Scott Bonebrake, Water Quality Operations Supervisor Ron Covert, Finance Director Brian Oakleaf, City Clerk Mayra Martinez, and Staff Accountant Tyler Gibbins.

Media Present: Tom Cullen – The Times, Dana Larson – The Pilot Tribune, and Ryan Thompson – KAYL Radio (via telephone).

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

Pledge of Allegiance

Consideration of Changes in Agenda and Setting the Agenda - Moved by Council Member Smith to approve setting the Agenda. Seconded by Council Member McKinney. Vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

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

Hear the Public – None at this time.

Mayor Porsch introduced Shannon Landauer as the new CEO of the Iowa Lakes Corridor. Shannon has been on the job since July 6th, 2021. Shannon updated the Council as to what is going on since her transition. Brian Dolzel announced his resignation and was done as of the end of July and therefore we are getting prepared to hire for a position to help with project work and other things. We are focused on business retention and expansion programs, and we are working on several new projects as well. We are assisting with housing projects as we can. We did provide support letters for five housing tax credits projects through IEDA. We are also concentrating on analysis of our marketing programs and programs in our office. Culture, quality of life and trying to build out the marketing campaign while focusing on the business pieces is what we are working on through the Corridor. An annual report is created for the Corridor but in the past Kiley would come to our City Council meetings quarterly and give us updates.

Consent Agenda - Moved by Council Member Rice to approve the Consent Agenda which includes list of bills Check #'s 77198 through 77273, EFT #'s 597 and 2200 through 2273, DFT #'s 1254 through 1270, King's Pointe and Sunrise Pointe disbursements, August 2, 2021, City Council minutes, renewal wine license for Pro Day Spa, BVRMC AWARE noise variance, BVU noise variance, SLHS Homecoming dance noise variance, Seasons Center Walk/5K noise variance, the SLPD Code Enforcement summary and adopt Resolution No. 13-R-2021-2022 approving amendment to the Storm

Lake Employee manual. Seconded by Council Member Smith. Roll call vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

RESOLUTION NO. 13-R-2021-2022

RESOLUTION ADOPTING AN UPDATE TO THE CITY OF STORM LAKE EMPLOYEE POLICY HANDBOOK

BE IT RESOVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA
WHEREAS, the existing Storm Lake Municipal Employee Policy Handbook contains a provision, which the City Council of the City of Storm Lake, Iowa feels should be changed; and

WHEREAS, the City Council continues to believe that it is the best policy of the City that employee policies should be reduced to a written handbook; and

WHEREAS, the City Council of the City of Storm Lake feels it best to amend Section 3.4 Work Schedule; and

WHEREAS, it would be in the best interests of the City of Storm Lake and its employees if the revision of the Employee Policy Handbook be adopted effective August 16, 2021.

IT IS THEREFORE RESOLVED that the Storm Lake Municipal Employee Policy Handbook completed January 18, 2016 and on file with the City Clerk shall be official policy of the City of Storm Lake with regard to its employees as to the matters contained therein.

BE IT FURTHER RESOLVED that the amendment to Section 3.4 Work Schedule of the Storm Lake Municipal Employee Policy Handbook adopted herein shall remove the following language:

The work period of the Water Treatment Plant and the Waste Water Treatment Plant shall commence at 6:00 am on Saturday and shall end at 5:59 am on the following Saturday.

as of the date of the enactment of this Resolution for current employees and for all persons hired subsequent to the date of this Resolution.

PASSED AND APPROVED this 16th day of August, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Library Board Public Measure - Moved by Council Member McKinney to approve the request to place on the ballot in the City Election on November 2, 2021, a Public Measure lowering the number of members on the Library Board. Seconded by Council Member Rice. Vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

Amending Title 8 Of The Municipal Code - 1st Reading - Moved by Council Member Smith to approve the first reading of Ordinance No. 03-O-2021-2022 amending Title 8 of the Municipal Code by repealing Subsections (B)2 and (B)3 of Section 8-2-1 on "Concealed Weapons".

Seconded by Council Member McKinney. Roll call vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

West End Siren Project - Moved by Council Member Rice to adopt Resolution No. 14-R-2021-2022 approving final completion of the Storm Lake West End Siren project. Seconded by Council Member McKinney. Roll call vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

RESOLUTION NO. 14-R-2021-2022

RESOLUTION APPROVING SUBSTANTIAL COMPLETION OF THE STORM LAKE WEST END SIREN PROJECT

WHEREAS, the City of Storm Lake was the recipient of federal assistance from the HMGP 4421 grant in the amount not to exceed \$24,050 on November 23, 2020.

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 Storm Lake West End Siren 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, Federal Signal Safety and Security Systems was awarded the construction contract on March 15th, 2021.

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

Section 1. To acknowledge completion effective July 3, 2021 for the Storm Lake West End Siren Project pursuant to the contract with Federal Signal Safety and Security Systems for work performed in the amount of \$22,920.76.

PASSED AND APPROVED this 16th day of August, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Airport Amending Chapters 6 and 12 of Title II - Moved by Council Member Rice to approve the second reading of Ordinance No. 02-O-2021-2022 amending Chapters 6 and 12 of Title II of the City Code to permit certain nonresident of the City to be appointed to, and serve on, the Airport Commission. Roll call vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

Community Development and Housing Needs Assessment - Moved by Council Member McKinney to adopt Resolution No. 15-R-2021-2022 setting a Public Hearing for September 7, 2021 at 5:00 pm on the development of a Community Development and Housing Needs Assessment for the City of Storm Lake. Seconded by Council Member Smith. Roll call vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

RESOLUTION NO. 15-R-2021-2022
A RESOLUTION SETTING THE TIME AND PLACE OF A PUBLIC
HEARING ON THE DEVELOPMENT OF A COMMUNITY DEVELOPMENT
AND HOUSING NEEDS ASSESSMENT FOR THE CITY OF STORM LAKE,
IOWA

WHEREAS, the City Council of the City of Storm Lake desires to apply for Community Development Block Grant funding from the Iowa Economic Development Authority, and

WHEREAS, the requirements of the CDBG application require the City to adopt a Community Development and Housing Needs Assessment following a public hearing;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF STORM LAKE, IOWA, that a public hearing be conducted by the City Council in the Council Chambers, located in City Hall at 620 Erie Street, Storm Lake, Iowa on Tuesday, September 7, 2021 at 5:00 p.m.

BE IT FURTHER RESOLVED, that the City Clerk shall give notice of said public hearing by publication of a notice in the Pilot Tribune at least once, not less than four (4) and not more than twenty (20) days before the meeting.

PASSED, APPROVED, AND ADOPTED this 16th DAY OF AUGUST, 2021

BY THE CITY COUNCIL OF THE
CITY OF STORM LAKE, IOWA

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Storm Lake Library CDBG – COVID (CV) Funding Grant - Moved by Council Member McKinney to adopt Resolution No. 16-R-2021-2022 approving the agreement with CMBA for professional services for architectural services for the Storm Lake Library CDBG – COVID (CV) Funding Grant. Seconded by Council Member Rice. Roll call vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

RESOLUTION NO. 16-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 Pilot Tribune 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.

PASSED AND APPROVED this 16th day of August 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Moved by Council Member Smith to adopt Resolution No. 17-R-2021-2022 setting a Public Hearing for September 7, 2021 at 5:00 pm on submission of an application for a Community Development Block Grant (COVID-CV) for City of Storm Lake Public Library. Seconded by Council Member Rice. Roll call vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

RESOLUTION NO. 17-R-2021-2022

A RESOLUTION SETTING THE TIME AND PLACE OF A PUBLIC HEARING ON THE SUBMISSION OF A CDBG-CV APPLICATION FOR THE CITY OF STORM LAKE, IOWA LIBRARY IMPROVEMENTS PROJECT

WHEREAS, the City Council of the City of Storm Lake desires to apply for Community Development Block Grant funding from the Iowa Economic Development Authority, and

WHEREAS, the City has a need to make improvements to the Storm Lake Public Library to prevent the spread of Covid and other airborne diseases while allowing the Library to remain a key community facility for the residents of the City, and

WHEREAS, the requirements of the CDBG application require the City to hold a public hearing to allow citizens the opportunity to be heard and provide comments on the submission of a grant application;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF STORM LAKE, IOWA, that a public hearing be conducted by the City Council in the Council Chambers, located in City Hall at 620 Erie Street, Storm Lake, Iowa on Tuesday, September 7, 2021 at 5:00 p.m

BE IT FURTHER RESOLVED, that the City Clerk shall give notice of said public hearing by publication of a notice in the Pilot Tribune at least once, not less than four (4) and not more than twenty (20) days before the meeting.

PASSED, APPROVED, AND ADOPTED this 16th DAY OF AUGUST, 2021

BY THE CITY COUNCIL OF THE
CITY OF STORM LAKE, IOWA

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Multi-Hazard Mitigation Plan (LHMP) - Moved by Council Member McKinney to adopt Resolution No. 18-R-2021-2022 approving the update to the local Multi-Hazard Mitigation Plan (LHMP). Seconded by Council Member Smith. Roll call vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

City Council Requested Items - Council Member Rice gave consensus to review the membership fees for the Siouxland Corridor and the Carrol/Denison Corridor and Council Member McKinney concurred.

Adjourn - Moved by Council Member Smith to adjourn at 5:36 pm. Seconded by Council Member Rice. Vote: All ayes with Council Members Ibarra and Ramos absent. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Nelda Kirkholm

From: noreply@civicplus.com
Sent: Thursday, August 26, 2021 7:29 PM
To: cityclerk
Subject: Online Form Submittal: Board & Commission Renewal Form

Board & Commission Renewal Form

City of Storm Lake
PO Box 1086, 620 Erie Street Phone 712-732-8000

BOARD & COMMISSION RENEWAL FORM

Please complete this form and return it to the City Clerk for consideration of re-appointment by Mayor and the Storm Lake City Council

First Name	Simri
Last Name	Rodriguez
Current Board/Commission Serving	Board of Adjustment
Address1	526 Cayuga st
City	Storm Lake
State	Iowa
Zip	50588
Do you wish to continue serving on any City Committee.	I plan to continue serving (Complete and Submit)
Primary Phone Number:	712-299-9223
Secondary Phone Number:	712-291-6076
Email Address (main point of contact):	Srodriguez@slcsd.org
Do you still reside within the City Limits of City of Storm Lake?	Yes
Would you like to be re-appointed to the same	Yes

board/commission if possible?

Beginning in 2012 Iowa law requires that government appointed boards and/or commission be gender balanced when and where possible. The City will review all re-appointments for positions based on this state regulation and make re-appointments to comply with that requirement. Should it not be possible to re-appoint you to the same board the City will look at other opportunities to appoint to other boards and/or commissions should you so desire.

Would you like to be appointed to a different board/commission? No

If you answered "YES" please identify up to three other boards and/or commissions you would be interested in serving on.

First Choice	<i>Field not completed.</i>
--------------	-----------------------------

Second Choice	<i>Field not completed.</i>
---------------	-----------------------------

Third Choice	<i>Field not completed.</i>
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Email not displaying correctly? [View it in your browser.](#)

Services <https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&ia_slv=1630682194794>Agencies <https://directory.iowa.gov/?ia_slv=1630682194794>Social <https://directory.iowa.gov/social/Index?ia_slv=1630682194794><https://www.iowa.gov/search/google?ia_slv=1630682194794>

(App-147449)

License Application

▪ Applicant

Name of Legal Entity : Miavan Feliciano

Name of Business(DBA) : CAFE HAVANA

Address of Premises :

City :

County :

Zip :

Business : (712) 259-9996

Mailing Address:

City : Storm Lake

State : Iowa

Zip : 50588

▪ Contact Person

Name : miavan feliciano

Phone :

Email :

▪ License Information

License Number :

License/Permit Type : Class C Liquor License

Term : 8 Month

Effective Date :

Expiration Date :

Sub-Permits/Privileges :

▪ Status of Business

Business Type : Sole Proprietor

▪ Ownership

Romel ona

City : Storm Lake

State : Iowa

Zip : 50588

Position : Owner

% of ownership : 100

U.S. Citizen : No

▪ Insurance Company Information

Insurance Company : IMT Insurance Co

Policy Effective Date :Policy Expiration :

Bond Effective :Dram Cancel Date :

Outdoor Service Effective :Outdoor Service Expiration :

Temp Transfer Effective Date :Temp Transfer Expiration Date :

-
-

Services <https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&ia_slv=1630702858159>Agencies <https://directory.iowa.gov/?ia_slv=1630702858159>Social <https://directory.iowa.gov/social/Index?ia_slv=1630702858159><https://www.iowa.gov/search/google?ia_slv=1630702858159>

(App-146707)

License Application

▪ Applicant

Name of Legal Entity : LJ CONVENIENCE, L.L.C.**Name of Business(DBA) :** BEER THIRTY STORM LAKE**Address of Premises :****City :****County :****Zip :****Business :** (347) 583-0000**Mailing Address:** 205 E 7th Street**City :** Storm Lake**State :** Iowa**Zip :** 50588

▪ Contact Person

Name : Kaurav Randhawa**Phone :** **Email :**

▪ License Information

License Number :**License/Permit Type :** Class E Liquor License**Term :** 12 Month**Effective Date :****Expiration Date :****Sub-Permits/Privileges :** Sunday Sales

▪ Status of Business

Business Type : Limited Liability Company

▪ Ownership

Kaurav Randhawa

City : Storm Lake

State : Iowa

Zip : 50588

Position : Application Manager

% of ownership : 100

U.S. Citizen : Yes

▪ Insurance Company Information

▪

▪

Instructions on the reverse side

For period (MM/DD/YYYY) 08 / 26 / 2021 through June 30, 2022

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA BEER THIRTY STORM LAKE
Physical Location Address 205 E 7th St. City STORM LAKE ZIP 50588
Mailing Address SAME City _____ State _____ ZIP _____
Business Phone Number 347-583-0000

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP LJ Convenience LLC
Mailing Address 205 E 7th St. City STORM LAKE State IA ZIP 50588
Phone Number _____ Fax Number _____ Email _____

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☒ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) KAURAV KANDHAWA Name (please print) _____
Signature [Signature] Signature _____
Date 8/24/21 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☒ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Staff Summary

9/7/2021

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	\$ 168,987.23
Contract/Agreement	\$ 544,658.48
Local	\$ 179,696.68
Non- Local	\$ 275,508.74
Payroll/Refunds/Pyrl Tax & Ins	\$ 208,338.69
Total Expenses	\$ 1,377,189.82
Supporting Documents Attached	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

Description	Type
Project Activity Report	Backup Material

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...	1,200,365.00	228.10	1,134,437.96	35,750.00	1,170,187.96	30,177.04
01112-0020	10th & Ontario StormWater Improvem...	1,753,734.33	-0.96	1,752,412.45	0.00	1,752,412.45	1,321.88
01112-0021	4th & Oats StormWater Improvements	938,841.70	4,944.46	807,020.07	0.00	807,020.07	131,821.63
16-19284	4th & Bartion Storm Water Improvemen...	763,468.10	31,096.00	708,690.56	0.00	708,690.56	54,777.54
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	2,504,367.00	1,475.76	784,738.31	416,390.07	1,201,128.38	1,303,238.62
20-23848	Storm Lake WTP- Electrical MCC Replac...	277,550.00	23,129.16	226,408.49	29,993.37	256,401.86	21,148.14
20-24387	Radio Park Lift Station Replacement	567,282.92	567,282.92	232,218.43	2,295.00	234,513.43	332,769.49
20-HSG-022	2021 Housing Sustainability Project	78,000.00	78,000.00	23,525.00	14,177.12	37,702.12	40,297.88
35665	1st & Mae Street	764,059.53	-5,064.54	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
New 1	BRIC	3,430,800.00	3,430,800.00	0.00	0.00	0.00	3,430,800.00
New 2	Richland Street, Phase 2 Improvements	165,500.00	165,500.00	0.00	0.00	0.00	165,500.00
P11.112742	North Central SW Phase II	1,854,441.25	-1,031.74	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...	2,439,962.12	0.00	1,374,457.24	0.00	1,374,457.24	1,065,504.88
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	96,724.36	215,531.48	0.00	215,531.48	1,208,098.52
P11.120478	Tulip Lane SW Improvements	513,049.50	19,360.38	399,419.83	0.00	399,419.83	113,629.67
P11.120650	2020 Expansion Blvd Improvements	1,074,680.60	85,974.44	935,262.11	0.00	935,262.11	139,418.49
P11.122266	7th Street Sewer Lining/2021 CIPP	514,861.25	514,861.25	330,784.00	0.00	330,784.00	184,077.25
T51.119823	Runway 13/31 & Taxiway Lighting	453,189.00	0.00	429,776.77	0.00	429,776.77	23,412.23
Urban20WQI-004	SLHS Courtyard Conservation	100,000.00	100,000.00	18,033.71	0.00	18,033.71	81,966.29
Report Total:		22,354,119.46	5,113,215.03	13,535,802.74	498,605.56	14,034,408.30	8,319,711.16

Group Summary

Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	453,189.00	0.00	429,776.77	0.00	429,776.77	23,412.23
Building Resilient Infrastructure and Co...	3,430,800.00	3,430,800.00	0.00	0.00	0.00	3,430,800.00
Economic Development	895,831.01	178,000.00	726,427.82	14,177.12	740,604.94	155,226.07
National Resiliency Disaster Grant Proje...	8,713,127.01	564,392.95	8,157,634.39	35,750.00	8,193,384.39	519,742.62
Sanitary Sewer Projects	3,071,649.92	568,758.68	1,016,956.74	418,685.07	1,435,641.81	1,636,008.11
Street Construction	5,511,972.52	348,134.24	2,978,598.53	0.00	2,978,598.53	2,533,373.99
Water Project	277,550.00	23,129.16	226,408.49	29,993.37	256,401.86	21,148.14
Report Total:	22,354,119.46	5,113,215.03	13,535,802.74	498,605.56	14,034,408.30	8,319,711.16

Type Summary

Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Construction	8,861,172.44	940,022.08	4,221,963.76	448,678.44	4,670,642.20	4,190,530.24

Staff Summary

9/7/2021

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: Tyler Gibbins, Staff Accountant

SUBJECT: **Motion To Approve Sunrise Pointe Golf Course Hole Sponsorship Agreements**

BACKGROUND: In the spring of 2021, the golf committee and members of the grounds crew determined the existing hole makers are in disarray and began planning and designing replacements. The markers will be constructed out of Granite to increase their longevity.

In order to fund the upgrade, the golf committee have been collecting hole sponsorships from local families and business. These agreements allow the sponsor to have their name/logo on a 6" x 8" plaque on a specified hole maker at Sunrise Pointe Golf Course.

The sponsors have provided a \$1,000 contribution for the placement of their plaque for four (4) years. The four (4) year term begins once the hole marker installation is complete in the spring of 2022.

Of the 18 sponsorships available, 15 agreements have been signed:

Storm Lake United
Rebnord Technologies
Loew's Carpet One
Thrivent Financial
Laven's Monuments
Edwards Storm Lake
Villager Restaurant
Holzhauer Ford Lincoln
Goettsch Dispatch Inc
Tyler Wendt Family
Stille Pierce & Pertzborn Insurance Services
Melander's Appliances

United Bank of Iowa
Central Bank
Ripke Lawn & Landscape

FISCAL IMPACT:

Total collection of sponsorship agreements total \$12,000. \$3,000 to be collected upon execution of the agreement with City Council.

RECOMMENDATION:

Approve the 15 hole sponsorship agreements and authorize the release of \$11,250 to be paid to Laven's NW Monuments for the purchase of the hole markers.

ATTACHMENTS:

Description	Type
□ Sponsorship Agreements	Contract



Sponsorship Agreement



Sponsorship agreement (the "agreement") is effective _____.

Between: The City of Storm Lake dba Sunrise Pointe Golf Course (the "Organizer"),
620 Erie Street, PO Box 1086, Storm Lake, IA 50588.

And: Sponsor Name: Storm Lake United (the "Sponsor"),
Sponsor Address: 119 W 6th Street P.O. Box 584 Storm Lake
Sponsor Phone: 712.732.3780 Email: lee@stormlakeunited.com

The Organizer and the Sponsor agree to the following:

WHEREAS, the Organizer will construction a hole maker at Sunrise Pointe Golf Course with a plaque signifying the Sponsor's trademark.

WHEREAS, the Organizer will collect a donation of one thousand dollars (\$1,000) prior to the installation of the plaque.

WHEREAS, the Organizer will post and maintain the plaque for four (4) years. The four-year term of this sponsorship will begin after the construction and installation of the hole marker.

WHEREAS, the Sponsor will provide the Organizer a donation of one thousand dollars (\$1,000) for a four-year (4) term at the time of execution of this sponsorship.

WHEREAS, the Organizer shall have the right to use the Sponsor's trademarks on a hole marker located at Sunrise Pointe Golf Course and promotional activities.

WHEREAS, the Sponsor will provide an electronic version of their trademark to City Hall at the time of execution of this sponsorship.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties agree to execute the agreement.

CITY OF STORM LAKE, IOWA

By: _____

Printed Name: _____

Date: _____

Role Req: 1. 6 SR or REG 2. 1 SR or REG 3. 9 SR or REG 4. 2 SR or REG

* SR stand for Senior (front) Tee Marker and REG stands for the Regular (back) Tee Marker.

** If we have multiple requests for the same locations, a drawing will be completed.

Sponsor Storm Lake United

By: [Signature]

Printed Name: LEE DUTFIELD

Date: 5/5/2021



Sponsorship Agreement



Sponsorship agreement (the "agreement") is effective _____.

Between: The City of Storm Lake dba Sunrise Pointe Golf Course (the "Organizer"),
620 Erie Street, PO Box 1086, Storm Lake, IA 50588.

And: Sponsor Name: REBNORD TECHNOLOGIES (the "Sponsor"),
Sponsor Address: 210 SALE BARN RD
Sponsor Phone: 712-732-6449 Email: TIM@REBTECH.COM

The Organizer and the Sponsor agree to the following:

WHEREAS, the Organizer will construction a hole maker at Sunrise Pointe Golf Course with a plaque signifying the Sponsor's trademark.

WHEREAS, the Organizer will collect a donation of one thousand dollars (\$1,000) prior to the installation of the plaque.

WHEREAS, the Organizer will post and maintain the plaque for four (4) years. The four-year term of this sponsorship will begin after the construction and installation of the hole marker.

WHEREAS, the Sponsor will provide the Organizer a donation of one thousand dollars (\$1,000) for a four-year (4) term at the time of execution of this sponsorship.

WHEREAS, the Organizer shall have the right to use the Sponsor's trademarks on a hole marker located at Sunrise Pointe Golf Course and promotional activities.

WHEREAS, the Sponsor will provide an electronic version of their trademark to City Hall at the time of execution of this sponsorship.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties agree to execute the agreement.

CITY OF STORM LAKE, IOWA

By: _____

Printed Name: _____

Date: _____

Role Req: 1. 1 SR or REG

2. 2 SR or REG

Sponsor REBNORD TECHNOLOGIES, INC.

By: [Signature]

Printed Name: TIM REBNORD

Date: 5-5-21

3. 3 SR or REG

4. 4 SR or REG

* SR stand for Senior (front) Tee Marker and REG stands for the Regular (back) Tee Marker.

** If we have multiple requests for the same locations, a drawing will be completed.



Sponsorship Agreement



Sponsorship agreement (the "agreement") is effective _____.

Between: The City of Storm Lake dba Sunrise Pointe Golf Course (the "Organizer"),
620 Erie Street, PO Box 1086, Storm Lake, IA 50588.

And: Sponsor Name: Loews Carpet One (the "Sponsor"),
Sponsor Address: 1424 N. Lake Ave - Storm Lake
Sponsor Phone: 732-7328 Email: angie@loewscarpetone.com

The Organizer and the Sponsor agree to the following:

WHEREAS, the Organizer will construction a hole maker at Sunrise Pointe Golf Course with a plaque signifying the Sponsor's trademark.

WHEREAS, the Organizer will collect a donation of one thousand dollars (\$1,000) prior to the installation of the plaque.

WHEREAS, the Organizer will post and maintain the plaque for four (4) years. The four-year term of this sponsorship will begin after the construction and installation of the hole marker.

WHEREAS, the Sponsor will provide the Organizer a donation of one thousand dollars (\$1,000) for a four-year (4) term at the time of execution of this sponsorship.

WHEREAS, the Organizer shall have the right to use the Sponsor's trademarks on a hole marker located at Sunrise Pointe Golf Course and promotional activities.

WHEREAS, the Sponsor will provide an electronic version of their trademark to City Hall at the time of execution of this sponsorship.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties agree to execute the agreement.

CITY OF STORM LAKE, IOWA

By: _____

Printed Name: _____

Date: _____

Sponsor Loews Carpet One

By: Angie Beal

Printed Name: Angie Beal

Date: 5.12.21

Role Req: 1. 1 SR or REG 2. 9 SR or REG 3. 6 SR or REG 4. 2 SR or REG

* SR stand for Senior (front) Tee Marker and REG stands for the Regular (back) Tee Marker.

** If we have multiple requests for the same locations, a drawing will be completed.



Sponsorship Agreement



Sponsorship agreement (the "agreement") is effective _____.

Between: The City of Storm Lake dba Sunrise Pointe Golf Course (the "Organizer"),
620 Erie Street, PO Box 1086, Storm Lake, IA 50588.

And: Sponsor Name: Thrivent (the "Sponsor"),

Sponsor Address: 519 Michigan St.

Sponsor Phone: 712-299-4395 Email: dan.bacon@thrivent.com

The Organizer and the Sponsor agree to the following:

WHEREAS, the Organizer will construction a hole maker at Sunrise Pointe Golf Course with a plaque signifying the Sponsor's trademark.

WHEREAS, the Organizer will collect a donation of one thousand dollars (\$1,000) prior to the installation of the plaque.

WHEREAS, the Organizer will post and maintain the plaque for four (4) years. The four-year term of this sponsorship will begin after the construction and installation of the hole marker.

WHEREAS, the Sponsor will provide the Organizer a donation of one thousand dollars (\$1,000) for a four-year (4) term at the time of execution of this sponsorship.

WHEREAS, the Organizer shall have the right to use the Sponsor's trademarks on a hole marker located at Sunrise Pointe Golf Course and promotional activities.

WHEREAS, the Sponsor will provide an electronic version of their trademark to City Hall at the time of execution of this sponsorship.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties agree to execute the agreement.

CITY OF STORM LAKE, IOWA

By: _____

Printed Name: _____

Date: _____

Role Req: 1. 4 SR or REG

2. 2 SR or REG

Sponsor Thrivent

By: DAN BACON

Printed Name: Dan Bacon

Date: 5-14-2021

3. 3 SR or REG

4. ~~SR or REG~~

* SR stand for Senior (front) Tee Marker and REG stands for the Regular (back) Tee Marker.

** If we have multiple requests for the same locations, a drawing will be completed.



Sponsorship Agreement



Sponsorship agreement (the "agreement") is effective _____.

Between: The City of Storm Lake dba Sunrise Pointe Golf Course (the "Organizer"),
620 Erie Street, PO Box 1086, Storm Lake, IA 50588.

And: Sponsor Name: LAVERN MONUMENTS (the "Sponsor"),
Sponsor Address: P.O. Box 339
Sponsor Phone: 732-1886 Email: SALES@LAVENSMONUMENTS.COM

The Organizer and the Sponsor agree to the following:

WHEREAS, the Organizer will construction a hole maker at Sunrise Pointe Golf Course with a plaque signifying the Sponsor's trademark.

WHEREAS, the Organizer will collect a donation of one thousand dollars (\$1,000) prior to the installation of the plaque.

WHEREAS, the Organizer will post and maintain the plaque for four (4) years. The four-year term of this sponsorship will begin after the construction and installation of the hole marker.

WHEREAS, the Sponsor will provide the Organizer a donation of one thousand dollars (\$1,000) for a four-year (4) term at the time of execution of this sponsorship.

WHEREAS, the Organizer shall have the right to use the Sponsor's trademarks on a hole marker located at Sunrise Pointe Golf Course and promotional activities.

WHEREAS, the Sponsor will provide an electronic version of their trademark to City Hall at the time of execution of this sponsorship.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties agree to execute the agreement.

CITY OF STORM LAKE, IOWA

By: Wm La

Printed Name: William LAVEN

Date: 5/20/21

Role Req: 1. X SR or REG 2. _____ SR or REG 3. _____ SR or REG 4. _____ SR or REG

Sponsor

By: Wm La

Printed Name: William LAVEN

Date: 5/20/21

* SR stand for Senior (front) Tee Marker and REG stands for the Regular (back) Tee Marker.

** If we have multiple requests for the same locations, a drawing will be completed.



RECEIVED
5-26-21



Sponsorship Agreement

Sponsorship agreement (the "agreement") is effective _____.

Between: The City of Storm Lake dba Sunrise Pointe Golf Course (the "Organizer"),
620 Erie Street, PO Box 1086, Storm Lake, IA 50588.

And: Sponsor Name: Edwards Storm Lake (the "Sponsor"),
Sponsor Address: 1301 Lake Ave N
Sponsor Phone: 712 732 2474 Email: chris@edwardsstormlake.com

The Organizer and the Sponsor agree to the following:

WHEREAS, the Organizer will construction a hole maker at Sunrise Pointe Golf Course with a plaque signifying the Sponsor's trademark.

WHEREAS, the Organizer will collect a donation of one thousand dollars (\$1,000) prior to the installation of the plaque.

WHEREAS, the Organizer will post and maintain the plaque for four (4) years. The four-year term of this sponsorship will begin after the construction and installation of the hole marker.

WHEREAS, the Sponsor will provide the Organizer a donation of one thousand dollars (\$1,000) for a four-year (4) term at the time of execution of this sponsorship.

WHEREAS, the Organizer shall have the right to use the Sponsor's trademarks on a hole marker located at Sunrise Pointe Golf Course and promotional activities.

WHEREAS, the Sponsor will provide an electronic version of their trademark to City Hall at the time of execution of this sponsorship.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties agree to execute the agreement.

CITY OF STORM LAKE, IOWA

By: _____

Printed Name: _____

Date: _____

Role Req: 1. 5 SR or REG

2. 8 SR or REG

Sponsor

By: Chris Rogers

Printed Name: Chris Rogers

Date: 5/12/21

3. 9 SR or REG

4. 3 SR or REG

* SR stand for Senior (front) Tee Marker and REG stands for the Regular (back) Tee Marker.

** If we have multiple requests for the same locations, a drawing will be completed.



Sponsorship Agreement



Sponsorship agreement (the "agreement") is effective _____.

Between: The City of Storm Lake dba Sunrise Pointe Golf Course (the "Organizer"),
620 Erie Street, PO Box 1086, Storm Lake, IA 50588.

And: Sponsor Name: Villager Restaurant (the "Sponsor"),
Sponsor Address: 421 Flindt Drive
Sponsor Phone: 732-2372 Email: villrest@gmail.com

The Organizer and the Sponsor agree to the following:

WHEREAS, the Organizer will construction a hole maker at Sunrise Pointe Golf Course with a plaque signifying the Sponsor's trademark.

WHEREAS, the Organizer will collect a donation of one thousand dollars (\$1,000) prior to the installation of the plaque.

WHEREAS, the Organizer will post and maintain the plaque for four (4) years. The four-year term of this sponsorship will begin after the construction and installation of the hole marker.

WHEREAS, the Sponsor will provide the Organizer a donation of one thousand dollars (\$1,000) for a four-year (4) term at the time of execution of this sponsorship.

WHEREAS, the Organizer shall have the right to use the Sponsor's trademarks on a hole marker located at Sunrise Pointe Golf Course and promotional activities.

WHEREAS, the Sponsor will provide an electronic version of their trademark to City Hall at the time of execution of this sponsorship.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties agree to execute the agreement.

CITY OF STORM LAKE, IOWA

By: _____

Printed Name: _____

Date: _____

Role Req: 1. 7 SR or REG 2. 1 SR or REG

Sponsor Villager Restaurant

By: Dean Feltner

Printed Name: Dean Feltner

Date: 6-15-21

3. 6 SR or REG 4. 4 SR or REG

* SR stand for Senior (front) Tee Marker and REG stands for the Regular (back) Tee Marker.

** If we have multiple requests for the same locations, a drawing will be completed.



Sponsorship Agreement



Sponsorship agreement (the "agreement") is effective _____.

Between: The City of Storm Lake dba Sunrise Pointe Golf Course (the "Organizer"),
620 Erie Street, PO Box 1086, Storm Lake, IA 50588.

And: Sponsor Name: HOLZHAUER FORD LINCOLN (the "Sponsor"),
Sponsor Address: 1620 N LAKE AVE. STORM LAKE, IA. 50588
Sponsor Phone: 712-732-1310 Email: FRANKA@HOLZHAUERMOTORS.COM

The Organizer and the Sponsor agree to the following:

WHEREAS, the Organizer will construction a hole maker at Sunrise Pointe Golf Course with a plaque signifying the Sponsor's trademark.

WHEREAS, the Organizer will collect a donation of one thousand dollars (\$1,000) prior to the installation of the plaque.

WHEREAS, the Organizer will post and maintain the plaque for four (4) years. The four-year term of this sponsorship will begin after the construction and installation of the hole marker.

WHEREAS, the Sponsor will provide the Organizer a donation of one thousand dollars (\$1,000) for a four-year (4) term at the time of execution of this sponsorship.

WHEREAS, the Organizer shall have the right to use the Sponsor's trademarks on a hole marker located at Sunrise Pointe Golf Course and promotional activities.

WHEREAS, the Sponsor will provide an electronic version of their trademark to City Hall at the time of execution of this sponsorship.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties agree to execute the agreement.

CITY OF STORM LAKE, IOWA

By: _____

Printed Name: _____

Date: _____

Role Req: 1. 4 SR or REG 2. 4 SR or REG 3. 1 SR or REG 4. 5 SR or REG

* SR stand for Senior (front) Tee Marker and REG stands for the Regular (back) Tee Marker.

** If we have multiple requests for the same locations, a drawing will be completed.

Sponsor HOLZHAUER FORD LINCOLN

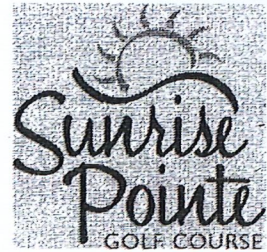
By: Frank Alderton

Printed Name: FRANK ALDERTON

Date: 6-21-21



Sponsorship Agreement



Sponsorship agreement (the "agreement") is effective 6-30-21.

Between: The City of Storm Lake dba Sunrise Pointe Golf Course (the "Organizer"),
620 Erie Street, PO Box 1086, Storm Lake, IA 50588.

And: Sponsor Name: Goettsch Dispatch Inc. (the "Sponsor"),
Sponsor Address: 200 main Colver, IA 51000
Sponsor Phone: 712-251-8886 Email: andy.goettsch@gmail.com

The Organizer and the Sponsor agree to the following:

WHEREAS, the Organizer will construction a hole maker at Sunrise Pointe Golf Course with a plaque signifying the Sponsor's trademark.

WHEREAS, the Organizer will collect a donation of one thousand dollars (\$1,000) prior to the installation of the plaque.

WHEREAS, the Organizer will post and maintain the plaque for four (4) years. The four-year term of this sponsorship will begin after the construction and installation of the hole marker.

WHEREAS, the Sponsor will provide the Organizer a donation of one thousand dollars (\$1,000) for a four-year (4) term at the time of execution of this sponsorship.

WHEREAS, the Organizer shall have the right to use the Sponsor's trademarks on a hole marker located at Sunrise Pointe Golf Course and promotional activities.

WHEREAS, the Sponsor will provide an electronic version of their trademark to City Hall at the time of execution of this sponsorship.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties agree to execute the agreement.

CITY OF STORM LAKE, IOWA

By: _____

Printed Name: _____

Date: _____

Sponsor Goettsch Dispatch Inc

By: andy

Printed Name: Andy Goettsch

Date: 6-11-21

Role Req: 1. SR or REG 2. SR or REG 3. SR or REG 4. SR or REG

* SR stand for Senior (front) Tee Marker and REG stands for the Regular (back) Tee Marker.

** If we have multiple requests for the same locations, a drawing will be completed.

Do not matten



Sponsorship Agreement



Sponsorship agreement (the "agreement") is effective _____.

Between: The City of Storm Lake dba Sunrise Pointe Golf Course (the "Organizer"),
620 Erie Street, PO Box 1086, Storm Lake, IA 50588.

And: Sponsor Name: Tyler Wendt (the "Sponsor"),
Sponsor Address: 212 Perth St. P.O. Box 51 Schaller, IA 51053
Sponsor Phone: 712-660-2476 Email: tylerwendt85@outlook.com

The Organizer and the Sponsor agree to the following:

WHEREAS, the Organizer will construction a hole maker at Sunrise Pointe Golf Course with a plaque signifying the Sponsor's trademark.

WHEREAS, the Organizer will collect a donation of one thousand dollars (\$1,000) prior to the installation of the plaque.

WHEREAS, the Organizer will post and maintain the plaque for four (4) years. The four-year term of this sponsorship will begin after the construction and installation of the hole marker.

WHEREAS, the Sponsor will provide the Organizer a donation of one thousand dollars (\$1,000) for a four-year (4) term at the time of execution of this sponsorship.

WHEREAS, the Organizer shall have the right to use the Sponsor's trademarks on a hole marker located at Sunrise Pointe Golf Course and promotional activities.

WHEREAS, the Sponsor will provide an electronic version of their trademark to City Hall at the time of execution of this sponsorship.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties agree to execute the agreement.

CITY OF STORM LAKE, IOWA

By: _____

Printed Name: _____

Date: _____

Role Req: 1. 8 SR or REG 2. _____ SR or REG 3. _____ SR or REG 4. _____ SR or REG

Sponsor Wendt Family

By: Tyler Wendt

Printed Name: _____

Date: 7-30-21

* SR stand for Senior (front) Tee Marker and REG stands for the Regular (back) Tee Marker.

** If we have multiple requests for the same locations, a drawing will be completed.



Sponsorship Agreement



Sponsorship agreement (the "agreement") is effective 8/6/21.

Between: The City of Storm Lake dba Sunrise Pointe Golf Course (the "Organizer"),
620 Erie Street, PO Box 1086, Storm Lake, IA 50588.

And: Sponsor Name: Stille Pierce & Pertborn Insurance Services (the "Sponsor"),
Sponsor Address: 112 E 5TH ST
Sponsor Phone: 732-3747 Email: Michael@spinsurance.com

The Organizer and the Sponsor agree to the following:

WHEREAS, the Organizer will construction a hole maker at Sunrise Pointe Golf Course with a plaque signifying the Sponsor's trademark.

WHEREAS, the Organizer will collect a donation of one thousand dollars (\$1,000) prior to the installation of the plaque.

WHEREAS, the Organizer will post and maintain the plaque for four (4) years. The four-year term of this sponsorship will begin after the construction and installation of the hole marker.

WHEREAS, the Sponsor will provide the Organizer a donation of one thousand dollars (\$1,000) for a four-year (4) term at the time of execution of this sponsorship.

WHEREAS, the Organizer shall have the right to use the Sponsor's trademarks on a hole marker located at Sunrise Pointe Golf Course and promotional activities.

WHEREAS, the Sponsor will provide an electronic version of their trademark to City Hall at the time of execution of this sponsorship.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties agree to execute the agreement.

CITY OF STORM LAKE, IOWA

By: _____

Printed Name: _____

Date: _____

Role Req: 1. 8 SR or REG

2. 7 SR or REG

Sponsor Stille Pierce & Pertborn Insurance Services

By: Michael Pertborn #

Printed Name: Michael Pertborn #

Date: 8/6/21

3. _____ SR or REG

4. _____ SR or REG

* SR stand for Senior (front) Tee Marker and REG stands for the Regular (back) Tee Marker.

** If we have multiple requests for the same locations, a drawing will be completed.



Sponsorship Agreement



Sponsorship agreement (the "agreement") is effective Spring, 2022

Between: The City of Storm Lake dba Sunrise Pointe Golf Course (the "Organizer"),
620 Erie Street, PO Box 1086, Storm Lake, IA 50588.

And: Sponsor Name: Melander's Appliances (the "Sponsor"),
Sponsor Address: 1233 N Lake Ave
Sponsor Phone: (512) 213-2242 Email: melandersappliances@yahoo.com

The Organizer and the Sponsor agree to the following:

WHEREAS, the Organizer will construction a hole maker at Sunrise Pointe Golf Course with a plaque signifying the Sponsor's trademark.

WHEREAS, the Organizer will collect a donation of one thousand dollars (\$1,000) prior to the installation of the plaque.

WHEREAS, the Organizer will post and maintain the plaque for four (4) years. The four-year term of this sponsorship will begin after the construction and installation of the hole marker.

WHEREAS, the Sponsor will provide the Organizer a donation of one thousand dollars (\$1,000) for a four-year (4) term at the time of execution of this sponsorship.

WHEREAS, the Organizer shall have the right to use the Sponsor's trademarks on a hole marker located at Sunrise Pointe Golf Course and promotional activities.

WHEREAS, the Sponsor will provide an electronic version of their trademark to City Hall at the time of execution of this sponsorship.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties agree to execute the agreement.

CITY OF STORM LAKE, IOWA

By: _____

Printed Name: _____

Date: _____

Role Req: 1. 60 SR or REG

2. 6 SR or REG

Sponsor Melanders

By: _____

Printed Name: Jarrod Garrison

Date: 8/6/21

3. _____ SR or REG

4. _____ SR or REG

* SR stand for Senior (front) Tee Marker and REG stands for the Regular (back) Tee Marker.

** If we have multiple requests for the same locations, a drawing will be completed.

whatever hole



Sponsorship Agreement



Sponsorship agreement (the "agreement") is effective Spring 2022.

Between: The City of Storm Lake dba Sunrise Pointe Golf Course (the "Organizer"),
620 Erie Street, PO Box 1086, Storm Lake, IA 50588.

And: Sponsor Name: UNITED BANK OF IOWA (the "Sponsor"),
Sponsor Address: P.O. Box 1007 Storm Lake
Sponsor Phone: 732-1620 Email: jschable@unitedbk.com

The Organizer and the Sponsor agree to the following:

WHEREAS, the Organizer will construction a hole maker at Sunrise Pointe Golf Course with a plaque signifying the Sponsor's trademark.

WHEREAS, the Organizer will collect a donation of one thousand dollars (\$1,000) prior to the installation of the plaque.

WHEREAS, the Organizer will post and maintain the plaque for four (4) years. The four-year term of this sponsorship will begin after the construction and installation of the hole marker.

WHEREAS, the Sponsor will provide the Organizer a donation of one thousand dollars (\$1,000) for a four-year (4) term at the time of execution of this sponsorship.

WHEREAS, the Organizer shall have the right to use the Sponsor's trademarks on a hole marker located at Sunrise Pointe Golf Course and promotional activities.

WHEREAS, the Sponsor will provide an electronic version of their trademark to City Hall at the time of execution of this sponsorship.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties agree to execute the agreement.

CITY OF STORM LAKE, IOWA

By: _____

Printed Name: _____

Date: _____

Role Req: 1. 9 SR or REG 2. 2 SR or REG

Sponsor UNITED BANK OF IOWA

By: [Signature]

Printed Name: Jake Schable

Date: 8-6-2021

3. 7 SR or REG 4. 6 SR or REG

* SR stand for Senior (front) Tee Marker and REG stands for the Regular (back) Tee Marker.

** If we have multiple requests for the same locations, a drawing will be completed.



Sponsorship Agreement



Sponsorship agreement (the "agreement") is effective _____.

Between: The City of Storm Lake dba Sunrise Pointe Golf Course (the "Organizer"),
620 Erie Street, PO Box 1086, Storm Lake, IA 50588.

And: Sponsor Name: Central Bank (the "Sponsor"),
Sponsor Address: 600 Lake Ave SE, IA
Sponsor Phone: 712-732-2190 Email: clarsen@centralbankonline.com

The Organizer and the Sponsor agree to the following:

WHEREAS, the Organizer will construction a hole maker at Sunrise Pointe Golf Course with a plaque signifying the Sponsor's trademark.

WHEREAS, the Organizer will collect a donation of one thousand dollars (\$1,000) prior to the installation of the plaque.

WHEREAS, the Organizer will post and maintain the plaque for four (4) years. The four-year term of this sponsorship will begin after the construction and installation of the hole marker.

WHEREAS, the Sponsor will provide the Organizer a donation of one thousand dollars (\$1,000) for a four-year (4) term at the time of execution of this sponsorship.

WHEREAS, the Organizer shall have the right to use the Sponsor's trademarks on a hole marker located at Sunrise Pointe Golf Course and promotional activities.

WHEREAS, the Sponsor will provide an electronic version of their trademark to City Hall at the time of execution of this sponsorship.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties agree to execute the agreement.

CITY OF STORM LAKE, IOWA

By: _____

Printed Name: _____

Date: _____

Role Req: 1. 1 SR or REG

2. 4 SR or REG

Sponsor

By: _____

Printed Name: _____

Date: 8-25-21

3. 8 SR or REG

4. 7 SR or REG

* SR stand for Senior (front) Tee Marker and REG stands for the Regular (back) Tee Marker.

** If we have multiple requests for the same locations, a drawing will be completed.



Sponsorship Agreement



Sponsorship agreement (the "agreement") is effective Spring 2022.

Between: The City of Storm Lake dba Sunrise Pointe Golf Course (the "Organizer"),
620 Erie Street, PO Box 1086, Storm Lake, IA 50588.

And: Sponsor Name: Ripke Lawn + Landscape LLC (the "Sponsor"),
Sponsor Address: 109 Birch St, Lakeside, IA 50588
Sponsor Phone: (712) 299-7263 Email: bripke@hotmail.com

The Organizer and the Sponsor agree to the following:

WHEREAS, the Organizer will construction a hole maker at Sunrise Pointe Golf Course with a plaque signifying the Sponsor's trademark.

WHEREAS, the Organizer will collect a donation of one thousand dollars (\$1,000) prior to the installation of the plaque.

WHEREAS, the Organizer will post and maintain the plaque for four (4) years. The four-year term of this sponsorship will begin after the construction and installation of the hole marker.

WHEREAS, the Sponsor will provide the Organizer a donation of one thousand dollars (\$1,000) for a four-year (4) term at the time of execution of this sponsorship.

WHEREAS, the Organizer shall have the right to use the Sponsor's trademarks on a hole marker located at Sunrise Pointe Golf Course and promotional activities.

WHEREAS, the Sponsor will provide an electronic version of their trademark to City Hall at the time of execution of this sponsorship.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties agree to execute the agreement.

CITY OF STORM LAKE, IOWA

By: _____

Printed Name: _____

Date: _____

Sponsor Ripke Lawn + Landscape LLC

By: [Signature]

Printed Name: Brandon Ripke

Date: August 31, 2021

Role Req: 1. ____ SR or REG 2. ____ SR or REG 3. ____ SR or REG 4. ____ SR or REG

* SR stand for Senior (front) Tee Marker and REG stands for the Regular (back) Tee Marker.

** If we have multiple requests for the same locations, a drawing will be completed.

Staff Summary

9/7/2021

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: 8/11/2021 to 8/29/2021

61 total

Tall Grass and Weeds – 34
Junk Vehicles – 10
Accumulate Junk – 13
Accumulate Trash – 2
Parking Restricted to hard surfaces – 2

0 Citations

FISCAL IMPACT: None

RECOMMENDATION: None

Staff Summary

9/7/2021

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: Chris Cole, Police Chief

SUBJECT: **Ordinance No. 03-O-2021-2022 Amending Title 8 Of The Municipal Code By Repealing Subsections (B)2 And (B)3 Of Section 8-2-1 On "Concealed Weapons" - 2nd Reading**

BACKGROUND: Section 724.28(2) of the 2021 Code of Iowa, after its recent amendment, prohibits a political subdivision of the state from enacting an ordinance regulating the ownership, possession, carrying, legal transfer, lawful transportation, modification, registration, or licensing of firearms, firearm attachments, or other weapons when the ownership, possession, carrying, transfer, transportation, or modification is otherwise lawful under the laws of the state; and

The same Iowa Code Section provides that an ordinance regulating firearms, firearms attachments, or other weapons in violation of such section existing on or after April 5, 1990, is void;

Section 724.28(3) of the 2021 Code of Iowa, after its recent amendment, subjects a political subdivision that has ever adopted an ordinance regulating firearms, firearm attachments, or other weapons when the ownership, possession, carrying, transfer, transportation, or modification is otherwise lawful under the laws of the state to liability for damages payable to persons adversely affected by the ordinance;

Current subsections (B)(2) and (3) of Section 8-2-1 of the Municipal Code of the City of Storm Lake, purport to regulate the carrying of firearms and other weapons, the regulation of some or all of which is made void by Section 724.28(3).

Current subsections (B)(2) and (3) of Section 8-2-1 of the Municipal Code of the City of Storm Lake are unnecessary to the extent state law prohibits the carrying of such weapons because

the enforcement of such state law can protect the residents of Storm Lake; and to the extent such City Code subsections purport to regulate weapons not regulated by the State of Iowa, such subsections are now void and expose the City to liability should there be an attempt to enforce the void regulations.

FISCAL IMPACT: None

RECOMMENDATION: First Reading: ~~August 16, 2021~~
Second Reading: September 7, 2021
Third Reading: September 20, 2021

ATTACHMENTS:

Description	Type
▣ Ordinance #03-O-2021-2022	Ordinance

ORDINANCE NO. 03-O-2021-2022

AN ORDINANCE AMENDING TITLE VIII OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA BY REPEALING CURRENT SUBSECTIONS (B)2 AND (B)3 OF SECTION 8-2-1, ON “CONCEALED WEAPONS” AND “PROHIBITED WEAPONS,” RESPECTIVELY, AND RENUMBERING SUBSECTIONS (B)4 AND (B)5 OF SECTION 8-2-1, ON “DISTURBING PEACE OR QUIET” AND “PEEPING,” RESPECTIVELY, AS NEW SUBSECTIONS (B)2 AND (B)3, RESPECTIVELY.

WHEREAS, Section 724.28(2) of the 2021 Code of Iowa, after its recent amendment, prohibits a political subdivision of the state from enacting an ordinance regulating the ownership, possession, carrying, legal transfer, lawful transportation, modification, registration, or licensing of firearms, firearm attachments, or other weapons when the ownership, possession, carrying, transfer, transportation, or modification is otherwise lawful under the laws of the state; and

WHEREAS, the same Iowa Code Section provides that an ordinance regulating firearms, firearm attachments, or other weapons in violation of such section existing on or after April 5, 1990, is void;

WHEREAS, Section 724.28(3) of the 2021 Code of Iowa, after its recent amendment, subjects a political subdivision that has ever adopted an ordinance regulating firearms, firearm attachments, or other weapons when the ownership, possession, carrying, transfer, transportation, or modification is otherwise lawful under the laws of the state to liability for damages payable to persons adversely affected by the ordinance;

WHEREAS, current subsections (B)(2) and (3) of Section 8-2-1 of the Municipal Code of the City of Storm Lake, purport to regulate the carrying of firearms and other weapons, the regulation of some or all of which is made void by Section 724.28(3).

WHEREAS, current subsections (B)(2) and (3) of Section 8-2-1 of the Municipal Code of the City of Storm Lake are unnecessary to the extent state law prohibits the carrying of such weapons because the enforcement of such state law can protect the residents of Storm Lake; and to the extent such City Code subsections purport to regulate weapons not regulated by the State of Iowa, such subsections are now void and expose the City to liability should there be an attempt to enforce the void regulations.

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

Section 1. Title VIII of the 1994 Recodification of the Municipal Code of the City of Storm Lake, Iowa is hereby amended as follows:

A. Current subsections (B)2 and (B)3 of Section 8-2-1, on “Concealed Weapons” and “Prohibited Weapons,” respectively, are hereby repealed.

B. Current subsections (B)4 and (B)5 of Section 8-2-1, on “Disturbing Peace or Quiet” and “Peeping,” respectively, are hereby renumbered as subsections (B)2 and (B)3.

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

Section 3. This ordinance shall be in full force and effect after its final passage, approval and publication as provided by law.

Passed and approved this ____ day of _____, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

9/7/2021

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: Tyler Gibbins, Staff Accountant

SUBJECT: **Resolution No. 19-R-2021-2022 Awarding The Quote For The Storm Lake Community School District Courtyard Project Plan, Specifications, And Form Of Contract**

BACKGROUND: The Storm Lake Community School District Ecology Class received a grant from IDALS Urban Conservation Water Quality Initiative to reconstruct the Courtyard at the high school which includes rain gardens and permeable pavers. On April 6th, 2020, the City Council approved the request by IDALS to be the fiscal sponsor for the Storm Lake Community School District Courtyard Project.

Request for quotes were due April 9th, 2021, with no response. On August 14th, Molitor Construction of Boone, Iowa submitted a quote for the hardscape items per the specifications outlined in the initial request for quotes in the amount of \$73,199.

It is also recommended the Council authorize EOR to execute change orders in an amount not to exceed \$4,431 for the installation of additional stone seat benches, at the High School's discretion.

Quotes for the courtyard donor benches, picnic tables, & receptacles were solicited separately from the hardscape work totaling \$4,718.80.

Quotes for the softscape planting items were also collected separately for the Ecology Class to work with the BV County Master Gardeners and Joyce's Greenery in the planting of native plants, bushes, and trees. The total for the softscape item is \$3,658.00.

After review, it is the recommendation of Engineering firm,

Emmons & Oliver Resources, Inc, to proceed with the quotes received.

FISCAL IMPACT:

The total construction cost of the project is estimated at \$86,006.80. \$77,630 hardscape construction (with \$4,431 in change orders), \$4,718.80 donor equipment, and \$3,658 for softscape materials.

The IDALS grant is a 50% match so \$43,003.40 will be paid by the grant and the other \$43,003.40 has come from community donations collected by the Ecology Class for this project.

The IDALS grant has a not to exceed amount of \$50,000.

RECOMMENDATION:

Approve Resolution No. 19-R-2021-2022 to award the construction contract to Molitor Construction and authorize the City Manager, Mayor, and City Clerk to sign for future change orders and the purchase of the donor equipment and softscape items.

ATTACHMENTS:

Description	Type
▣ Resolution No. 19-R-2021-2022	Resolution
▣ Project Manual, Quote Documents, & Specifications	Backup Material
▣ EOR Memo	Backup Material
▣ Molitor Contract	Contract
▣ Plastic Recycling Agreement	Contract
▣ Joyce's Greenery Agreement	Contract

RESOLUTION NO. 19-R-2021-2022

RESOLUTION ACCEPTING BIDS, AWARDING BID AND APPROVING CONTRACT FOR THE STORM LAKE HIGH SCHOOL COURTYARD PROJECT

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

SECTION 1. The following quote for the construction of certain public improvements described in general as the Storm Lake High School Courtyard Project described in the plans and specifications provided to City Council September 7th be accepted and awarded to the lowest responsible quote received for said work, as follows:

Contractor: Molitor Construction of Boone, IA
Amount of Quote: \$73,199.00
Portion of Project: Hardscape Services

SECTION 2. That the construction contract and bond executed and insurance coverage for the Construction of the Storm Lake High School Courtyard Project, as described in detail in the plans and specification heretofore approved, and can be signed by the Mayor and Clerk on behalf of the City be and the same hereby approved contingent to all the required concurrence and consents as follows:

Contractor: Molitor Construction of Boone, IA
Date of Contract: September 7th, 2021
Portion of Project: Hardscape Services

SECTION 3. The plans and specifications for the Construction of the Storm Lake High School Courtyard include the construction of stone seat benches, at which time the quote provided by Molitor Construction, costs were unavailable, heretofore, the Council authorize the City Manager, Mayor, and City Clerk to sign change orders in the amount not to exceed four thousand four hundred thirty-one dollars (\$4,431.00).

SECTION 4. The plans and specifications for the Construction of the Storm Lake High School Courtyard did not include the construction of donor benches, picnic tables, and receptacles. Heretofore, the Council approved the plans and specifications of donor benches, picnic tables, and receptacles and authorize the City Manager to sign the quote for said work, as follows:

Contractor: Plastic Recycling of Iowa Falls, IA
Amount: \$4,718.80
Portion of Project: Donor Benches, Picnic Tables, and Receptacles.

SECTION 5. The following quote for the construction of certain public improvements described in general as the Storm Lake High School Courtyard Project described in the plans and

specifications provided to City Council September 7th be accepted and awarded to the lowest responsible quote received for said work, as follows:

Contractor:	Joyce's Greenery of Storm Lake, IA
Amount of Quote:	\$3,658.00
Portion of Project:	Softscape Services

PASSED AND APPROVED this 7th day of September, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk



PROJECT MANUAL, QUOTE DOCUMENTS, & SPECIFICATIONS

PROJECT:

Storm Lake High School Courtyard

CLIENT:

City of Storm Lake

PREPARED BY:

Emmons & Olivier Resources, Inc. (EOR)
1919 University Ave W – Suite 300 – St. Paul, MN 55104
(651) 770 – 8448 / www.eorinc.com

607 Lake Avenue - Storm Lake, IA 50588
(712) 213 – 2938 / www.eorinc.com

EOR POINT of CONTACT:

Britta M. Hansen, P.L.A.
Project Landscape Architect
(612) 750-1397 / bhansen@eorinc.com

EOR JOB NUMBER: 01112-0035

DATE ISSUED: March 25, 2021

CERTIFICATION

PROJECT MANUAL

for

STORM LAKE HIGH SCHOOL COURTYARD

in

CITY OF STORM LAKE , BUENA VISTA COUNTY, IOWA

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

	
	Derek R. Lash, P.E. Registration No. 21838
	Date: <u>March 25, 2021</u>
	My license renewal date is December 31, 2022.
	Pages or sheets covered by this seal: <u>ALL</u>

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Landscape Architect under the laws of the State of Iowa.

	
	Britta M. Hansen, P.L.A. Registration No. 00696
	Date: <u>March 25, 2021</u>
	My license renewal date is June 30, 2022.
	Pages or sheets covered by this seal: <u>05-06</u>

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Quote and Contract Documents

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Division I - III

GENERAL AND TECHNICAL SPECIFICATIONS

The General Provisions and Covenants and Technical Specifications for this project shall include the Statewide Urban Design and Specifications (SUDAS) program 2020 Edition including Special Provisions contained in the plan set. The applicable SUDAS sections are referred to in the Project Manual, but not included. A full copy of the SUDAS specifications is available at www.iowasudas.org.

Appendices

Appendix A.....	Plan Set (Sheets 1 through 9 of 9)
Appendix B.....	Concrete Pebble Seat Spec Sheets

REQUEST FOR QUOTES

Time and Place for Submitting Proposals: Quotes for the work comprising the improvements as stated below must be emailed in PDF form before 11:00 AM on April 9, 2021 to Project Engineer, EOR, at bhansen@eorinc.com.

Time and Place Sealed Proposals Will be Opened and Consideration: Quote Proposals for the furnishing of all labor, materials and all other items necessary to complete the work described herewith, will be received by email on or before 11:00 AM, April 9, 2021, at which time such quotes will be reviewed by consultant engineer and project owner. Contractor will be selected and notified by April 16, 2021.

Time for Commencement and Completion of Work: Work on the improvements shall proceed following approval of the contract by City Council, and as noted in the Notice to Proceed. All work under the Contract must be substantially complete on or before July 31, 2021, with final completion on or before August 31, 2021. Damages in the amount of \$250.00 per day will be assessed for each day the work remains incomplete.

Contract Documents: Contractors desiring a copy of the bid package, plans, specifications and proposal forms may obtain them from the ENGINEER, (Emmons & Olivier Resources, Inc., 1919 University Ave W #300, St. Paul, MN or 607 Lake Avenue, Storm Lake, IA). All communications relative to this project should be addressed to the LANDSCAPE ARCHITECT prior to opening of the Quote. Emmons & Olivier Resources, Inc.: Attention Britta M. Hansen, PLA, phone (612) 750-1397, email bhansen@eorinc.com.

Preference for Products and Labor: Preference shall be given to domestic construction materials by the contractor, subcontractors, material, labor, and suppliers in performance of the contract and further, by virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

Sales Tax Exemption: The bidder shall not include sales tax in its bid. A sales tax exemption certificate will be available for all material purchased for incorporation in the project.

General Nature of the Public Improvements:

- Temporary Erosion & Sediment Control Measures
- Sidewalk and Gravel Demolition and Removal
- 20 Cubic Yards of Excavation for Rain Garden Construction
- 15 Cubic Yards of Biofiltration Planting Medium
- 30 Yards Topsoil Import
- Permeable Interlocking Pavers, and Standard Brick Paver Walkway
- Shade Sail Installation
- Concrete Seating Pebble Installation
- Native Seeding and Permanent Vegetation Establishment

This Notice is given by the authority of City of Storm Lake.

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – COPIES OF QUOTE DOCUMENTS

- 1.01 Complete sets of the Quote Documents may be obtained from the Owner or Engineer.
- 1.02 Complete sets of Quote Documents shall be used in preparing Quotes; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Quote Documents.
- 1.03 Owner and Engineer, in making copies of Quote Documents available on the above terms, do so only for the purpose of obtaining Quotes for the Work and do not authorize or confer a license for any other use.

ARTICLE 2 – EXAMINATION OF QUOTE DOCUMENTS, OTHER RELATED DATA, AND SITE

2.01 *Subsurface and Physical Conditions*

- A. The Supplementary Conditions identify:
 - 1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
 - 2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

2.02 *Underground Facilities*

- A. Information and data shown or indicated in the Quote Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

- 2.03 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Quote. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

- 2.04 It is the responsibility of each Bidder before submitting a Quote to:

- A. examine and carefully study the Quote Documents, and the other related data identified in the Quote Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) as containing reliable “technical data;”
- E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Quote Documents; and the Site-related reports and drawings identified in the Quote Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific

means, methods, techniques, sequences, and procedures of construction expressly required by the Quote Documents; and (3) Bidder's safety precautions and programs;

- F. agree at the time of submitting its Quote that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Quote for performance of the Work at the price(s) quoted and within the times required, and in accordance with the other terms and conditions of the Quote Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Quote Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Quote discovers in the Quote Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- I. determine that the Quote Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

- 2.05 The submission of a Quote will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 2, that without exception the Quote is premised upon performing and furnishing the Work required by the Quote Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Quote Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Quote Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Quote Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 3 – SITE AND OTHER AREAS

- 3.01 The Site is identified in the Quote Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 The times for Substantial Completion and readiness for final payment are to be set forth by Bidder in the Quote and will be entered into the Agreement (or incorporated therein by reference to the specific language of the Quote). Substantial Completion is desired on or before July 31, 2021; and completed and ready for final payment on or before August 31, 2021.

ARTICLE 5 – LIQUIDATED DAMAGES

- 5.01 Provisions for liquidated damages, if any, are set forth in the Quote Documents.

ARTICLE 6 – PREPARATION OF QUOTE

- 6.01 The Quote Form is included with the Quote Documents. Additional copies may be obtained from Engineer.
- 6.02 All blanks on the Quote Form shall be completed in ink or typed and the Quote Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Quote Form. A Quote price shall be indicated for each Quote item and alternative listed therein.
- 6.03 A Quote shall show the Bidder's name and official address.
- 6.04 All names shall be printed in ink or typed below the signatures.
- 6.05 The Quote shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Quote Form.

6.06 Postal and e-mail addresses and telephone number for communications regarding the Quote shall be shown.

ARTICLE 7 – BASIS OF QUOTE; COMPARISON OF QUOTES

7.01 Unit Price

- A. Bidders shall submit a Quote on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 8 – SUBMITTAL OF QUOTE

8.01 A Quote shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to quote and shall be in digital form (PDF in an email) with Project Title and Bidder Name in subject line of email.

ARTICLE 9 – OPENING OF QUOTES

9.01 Quotes will be opened at the time and place indicated in the Request for Quotes.

ARTICLE 10 – EVALUATION OF QUOTES AND AWARD OF CONTRACT

- 10.01 Owner reserves the right to reject any or all Quotes, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Quotes. Owner further reserves the right to reject the Quote of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Quote of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities and to negotiate contract terms with the Successful Bidder.
- 10.02 In evaluating Quotes, Owner will consider whether or not the Quotes comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Quote Form or prior to the Notice of Award.
- 10.03 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Quote is in the best interests of the Project.

ARTICLE 11 – CONTRACT SECURITY AND INSURANCE

- 11.01 The Supplementary Conditions set forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 12 – SIGNING OF AGREEMENT

- 12.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 13 – SALES AND USE TAXES

- 13.01 Owner is exempt from Iowa state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. 42-6040431). Said taxes shall not be included in the Bid. Refer to Paragraph 6.10 of the Supplementary Conditions for additional information.

*****END OF SECTION*****

QUOTE FORM

City of Storm Lake

Storm Lake High School Courtyard

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ARTICLE 1 – QUOTE RECIPIENT

1.01 This Quote is submitted to:

City of Storm Lake , 620 Erie Street Storm Lake, IA 50588

Via Email to Project Engineer – bhansen@eorinc.com

1.02 The undersigned Bidder proposes and agrees, if this Quote is accepted, to enter into an Agreement with Owner in the form included in the Quote Documents to perform all Work as specified or indicated in the Quote Documents for the prices and within the times indicated in this Quote and in accordance with the other terms and conditions of the Quote Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all the terms and conditions of the Instructions to Bidders. This Quote will remain subject to acceptance for 60 days after the Quote opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Quote, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Quote Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.

Addendum Date

_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-2.01 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Quote Documents; and the Site-related reports and drawings identified in the Quote Documents, with respect to the effect of such information, observations,

and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Quote Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder has performed all examinations, investigations, explorations, tests, studies and reviews of data that it considers necessary or prudent for the determination of this bid and that it reasonably can perform, and does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Quote for performance of the Work at the price(s) quoted and within the times required, and in accordance with the other terms and conditions of the Quote Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Quote Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Quote Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Quote is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Quote is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Quote;
- C. Bidder has not solicited or induced any individual or entity to refrain from quoting; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the quote process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish quote prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the quote process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF QUOTE

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	SUDAS REF.	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Clearing and Grubbing	2010-1.08-C	LS	1		\$
2	Excavation, Class 10	2010-1.08-E	CY	20		\$
3	Topsoil, Compost-amended	2010-1.08-D2	CY	30		\$
4	Back Fill Material (Rain Garden Soil 80:10:10)	2010-1.08-Special	CY	15		\$
5	Area Intake Grate - 10" Nyloplast	6010-1.08-B	EA	2		\$
6	Removal of Sidewalk	7030-1.08-B	SY	113		\$
7	Brick/Paver Sidewalk with Crushed Base and Edger	7030-1.08-F	SY	40		\$
8	Permeable Interlocking Pavers (Including Subbase Material)	7080-1.08-F	SY	94		\$
9	PCC Edge Restraint	7080-1.08-G	LF	72		\$
10	Steel Landscape Edger	SPECIAL	LF	50		\$
11	Mulch, double-shredded hardwood	SPECIAL	CY	4		\$
12	Conventional Seeding: H Native Grass & Forbs (Wildflower) Mix	9010-1.08-A	ACRE	0.1		\$
13	Shrub, #2 Container	9030-1.08-A	EA	23		\$
14	Wattle, Install	9040-1.08-F1	LF	10		\$
15	Wattle, Remove	9040-1.08-F2	LF	10		\$
16	Rip Rap Erosion Stone w/Geotextile Fabric	9040-1.08-J	SY	2		\$
17	Concrete Pebble Seat - small - including install	SPECIAL	LS	1		\$
18	Concrete Pebble Seat - medium- including install	SPECIAL	LS	1		\$
17	Concrete Pebble Seat - large - including install	SPECIAL	LS	1		\$
18	Shade Sail 18' Triangle - Including posts, footings, & installation	SPECIAL	LS	1		\$
19	Shade Sail 20' Square - Including posts, footings, & installation	SPECIAL	LS	1		\$
20	2-Year Vegetation Seeding Warranty	9010-108-E-0	LS	1		\$
21	Mobilization	11,020-1.08A	LS	1		\$

BID TOTAL \$

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete on or before July 31, 2021, and will be completed and ready for final payment on or before August 31, 2021.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS QUOTE

7.01 The following documents are submitted with and made a condition of this Quote:

- A. Evidence of authority to do business in the state of the Project.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Quote with initial capital letters have the meanings stated in the Instructions to Bidders, and the Supplementary Conditions.

ARTICLE 9 – QUOTE SUBMITTAL

9.01 This Quote is submitted by:

Signature of City Official shall constitute a binding contract between the City of Storm Lake and the successful Bidder.

Bidder Name: _____

Title: _____

Company: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Email Address: _____

JURISDICTION: CITY OF STORM LAKE

By: _____

Keri Navratil, City Manager

(SEAL)

ATTEST:

By: _____

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*): SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Storm Lake
620 Erie Street
Storm Lake, IA 50588

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*): Storm Lake High School Courtyard Storm Lake, IA

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. ~~If there is no Owner Default,~~ Unless lawfully excused, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall within 15 calendar days ~~promptly~~, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain quotes or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;

- 5.2 Additional costs incurred by the Owner, including without limitation legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default is declared by the Owner or within two years after Surety provides Owner with written notice ~~or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first.~~ If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
11. Definitions.
- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)

Surety Agency or Broker:

Owner's Representative (*Engineer or other party*): Emmons & Olivier Resources, Inc.

PAYMENT BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address): City of Storm Lake

620 Erie Street

Storm Lake, IA 50588

CONSTRUCTION CONTRACT

Effective Date of the Agreement: _____

Amount: _____

Description (name and location): Storm Lake High School Courtyard, Storm Lake, Buena Vista County, IA

BOND

Bond Number: _____

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): _____

Amount: _____

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the

Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows: NONE

****END OF SECTION****

SUPPLEMENTARY CONDITIONS

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SC-4.01 Contract Times	1
SC-11.01 Contract Security and Insurance	1

Supplementary Conditions

These Supplementary Conditions amend or supplement the Quote Documents. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the Quote Documents. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the Instructions to Bidders, with the prefix "SC" added thereto.

SC-4.01 Contract Times

Add the following new paragraph immediately after Paragraph 4.01:

- A. Contractor shall be made aware that time is of the essence with this contract. The school year ends on May 24, 2021. Construction of this project should commence as soon as possible after this date, in order for completion to be done before school starts again for fall semester. Also note that there will be activities occurring throughout the summer at the school, and that the contractor will have to work to accommodate, and not interfere with, any such activities while removing material from the site, importing material, or working on construction.

SC-11.01 Contract Security and Insurance

Add the following new paragraph immediately after Paragraph 11.01:

- A. Contractor shall provide for a minimum of one million dollars (\$1,000,000) in general liability naming the City of Storm Lake and Emmons and Olivier Resources, Inc. as additional insured on the policy.
- B. Contractor shall furnish a Maintenance Bond prior to receiving final payment and in an amount equal to ten percent (10%) of the total and final Contract Price. The Security guarantees that all Vegetative Establishment, Maintenance, and Restoration Work will be in accordance with the Quote Documents. This bond shall remain in effect for two (2) years after the date of Final Payment of the project or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Quote Documents or by any specific provision of the Quote Documents, whichever is later.

Appendices



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA

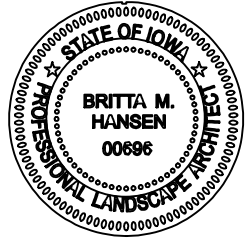
DEREK R. LASH, P.E.

REG. NO. 21838 DATE 03/25/21

MY LICENSE RENEWAL DATE IS 12/31/2022

PAGES OR SHEETS COVERED BY THIS SEAL:

ALL SHEETS



I HEREBY CERTIFY THAT THE PORTION OF THE TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA

BRITTA M. HANSEN, PLA

REG. NO. 00696 DATE 03/25/21

MY LICENSE RENEWAL DATE IS 06/30/2022

PAGES OR SHEETS COVERED BY THIS SEAL:

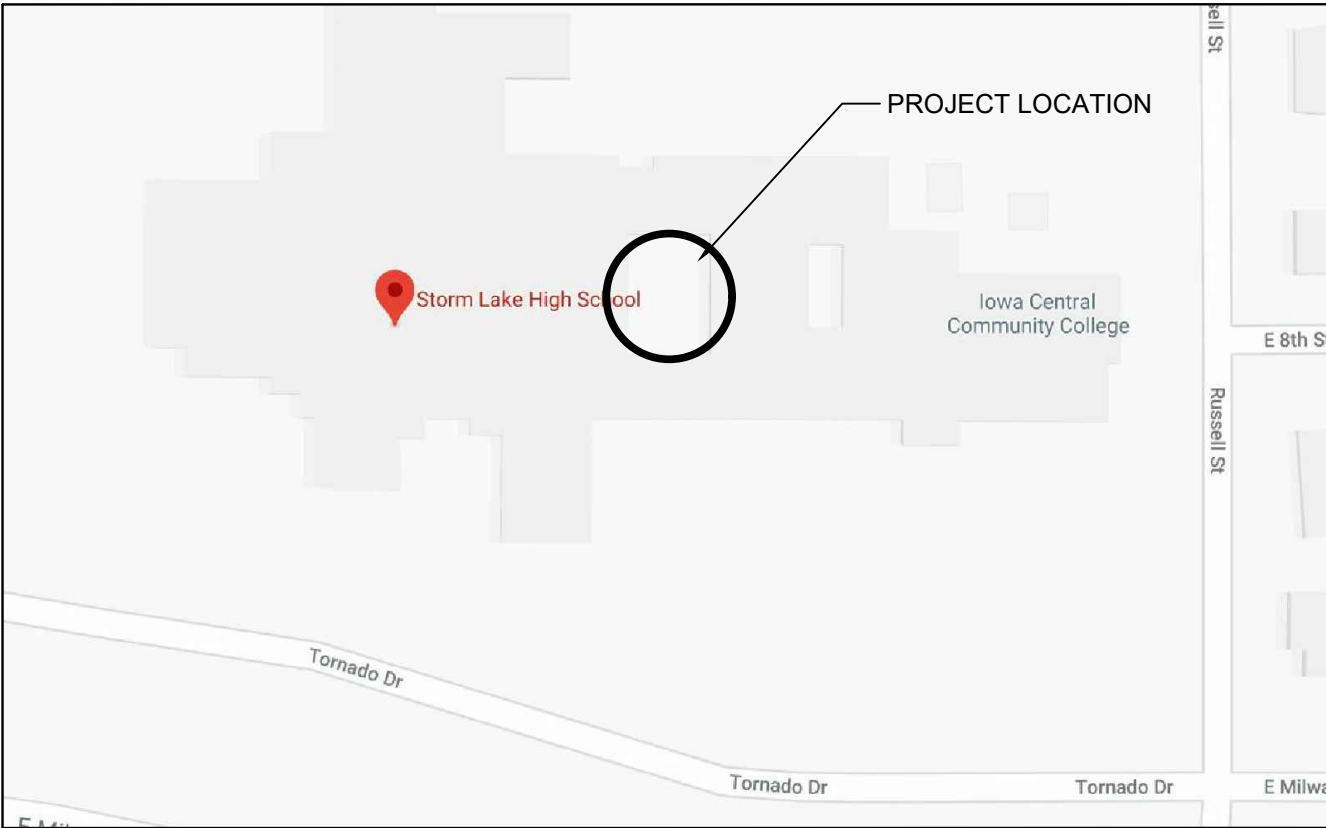
05 - 06

CITY OF STORM LAKE

STORM LAKE HIGH SCHOOL

COURTYARD

STORM LAKE, BUENA VISTA COUNTY, IOWA



Sheet List Table

Sheet Number	Sheet Title
01	TITLE SHEET
02	NOTES & SEQ
03	EXISTING CONDITIONS & REMOVALS
04	SITE PLAN
05	PLANTING PLAN
06	PLANTING & SEEDING NOTES
07	DETAILS I
08	DETAILS II
09	DETAILS III

* THIS PLAN SET CONTAINS 09 PLAN SHEETS

RESOURCE LIST

CITY OF STORM LAKE

CITY HALL
620 ERIE STREET
P.O. BOX 1086
STORM LAKE, IA 50588

CITY MANAGER: KERI NAVRATIL

MAYOR: MIKE PORSCH

CITY COUNCIL MEMBERS:

DAN SMITH
JOSE IBARRA
KEVIN MCKINNEY
MARIA RAMOS
TYSON RICE

ASSISTANT INFRASTRUCTURE
SUPERINTENDENT:
SCOTT BONEBRAKE

UTILITIES

GAS
ALLIANT ENERGY
STORM LAKE, IA 50588
1-800-822-4348
888-427-5632

TELEPHONE/CABLE
LONG LINES
118 E. 5TH ST.
STORM LAKE, IA 50588
712-213-7425

IOWA COMMUNICATIONS
NETWORK
400 E 14TH STREET
DES MOINES, IA 50319
515-725-4692

CENTURY LINK
426 LAVE AVE.
STORM LAKE, IA 50588
712-732-8348
866-496-6665

ELECTRIC
MID AMERICAN
1016 VESTAL ST
STORM LAKE, IA 50588
1-888-427-1111

IOWA ONE CALL

Required 48-Hour Notice

Prior to the commencement of any excavation planned or scheduled to occur within the state of Iowa, all excavators (persons planning to engage in any form of excavating) must contact the Iowa One Call Notification System and provide notice of the planned excavation at least 48-hours prior to the commencement of the planned excavation – excluding Saturdays, Sundays and legal holidays.

Failure to notify the Iowa One Call System prior to engaging in any type of digging or excavating is a serious breach of Iowa law. Contractors and professional excavators perform more activities that disturb the earth than any other sector and the rules and regulations involving excavation safety and underground damage prevention are critical to the professional contractor and excavator.

Methods of Providing Information for Locate Requests

The IOC Call Center can be Reached 24-Hours a Day, 7 Days a Week via your landline or cellular telephone:

Simply dial 811 or call 800-292-8989

Online Ticket Entry System: WWW.IOWAONECALL.COM

The new "iTic" system provides a user-friendly Internet-based application for submitting and tracking Iowa One Call locate requests.

Each locate request that is processed is assigned a serial number by the computer. This number contains all the information about your call. It is important to write this number down and keep it with your records. Iowa One Call retains this information for six years.

Excavators may be liable for any damages they may cause to buried facilities. Simply calling Iowa One Call does not necessarily relieve an excavator of these potential liabilities. For example, a damaged fiber optics line may be extremely costly to repair and the financial obligation of the contractor/excavator responsible for the damage.

Excavators need to take precautions and dig safely to avoid damaging buried facilities. In the event the locate markings are clearly inaccurate the liability for damage may shift to the facility operator.

CONSTRUCTION NOTE

CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO MAINTAIN OPERATION OF EXISTING UTILITIES THROUGHOUT THE DURATION OF THE PROJECT. IN THE EVENT THAT AN INTERRUPTION OF SERVICE IS UNAVOIDABLE IN ORDER TO COMPLETE THE WORK, CONTRACTOR SHALL PROVIDE ADEQUATE NOTIFICATION TO ALL AFFECTED BUSINESSES AND/OR RESIDENCES A MINIMUM OF 3 WORKING DAYS IN ADVANCE OF ANY INTERRUPTION.

EXISTING UTILITIES

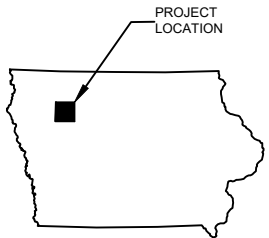
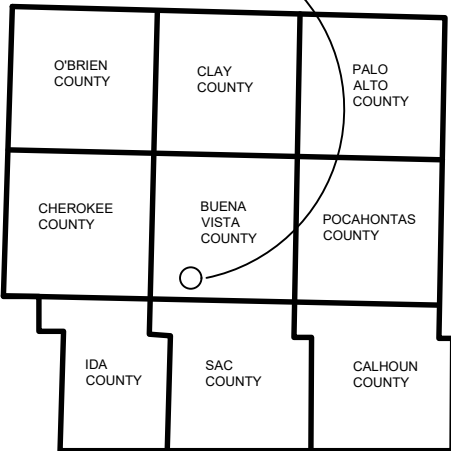
THE LOCATION OF UNDERGROUND FACILITIES AND/OR STRUCTURES AS SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORD AT THE TIME THE PLANS WERE PREPARED AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT.

THE SUBSURFACE UTILITY INFORMATION SHOWN IS UTILITY QUALITY LEVEL D, AS DETERMINED USING THE GUIDELINES OF "CI/ASCE 38-02 STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION TO DETERMINE THE EXACT LOCATION OF ALL FACILITIES AND TO PROVIDE ADEQUATE PROTECTION OF SAID UTILITIES DURING THE COURSE OF WORK.

LOCATION MAP

PROJECT LOCATION



GOVERNING SPECIFICATIONS

THE 2020 REVISED EDITION OF THE SUDAS "STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) MANUAL, 2016 IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, AND SPECIAL PROVISIONS SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO IOWA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING FIELD MANUAL FOR TEMPORARY CONTROL ZONE LAYOUTS.

CLIENT

CITY OF STORM LAKE
620 ERIE STREET
P.O. BOX 1086
STORM LAKE, IA 50588

ENGINEER

EMMONS & OLIVIER RESOURCES, INC.
1919 UNIVERSITY AVE W. #300
ST. PAUL, MINNESOTA 55104
TELEPHONE: (651) 770-8448
FAX: (651) 770-2552
eorinc.com

6			
5			
4			
3	03/25/2021	BH	CONSTRUCTION BID SET
2	08/04/2020	BH	100% PLANS FOR REVIEW
1	07/01/2020	BH	90% SUBMITTAL NOT FOR CONSTRUCTION
NO	DATE	BY	REVISION



SUBMISSION DATE:
03/25/2021

DESIGN BY DRL DRAWN BY BH

EOR PROJECT NO.
01112-0035



Emmons & Olivier Resources, Inc.
1919 Univ. Ave. W #300
St. Paul, MN 55104
Tele: 651.770.8448
www.eorinc.com



STORM LAKE HIGH SCHOOL
COURTYARD
STORM LAKE, BUENA VISTA COUNTY,
IOWA

STATE PROJECT NO. --- CITY PROJECT NO. ---

TITLE SHEET

SHEET 01 OF 09 SHEETS

GRADING & EROSION CONTROL NOTES

1.

CONTRACTOR TO VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING ANY CONSTRUCTION BY CALLING IOWA ONE CALL AT 1-800-252-1166.
2.

CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS.
3.

CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
4.

ACCEPTANCE OF INSTALLED INLET PROTECTION MUST BE MADE BEFORE BEGINNING SITE GRADING ACTIVITIES. SOME TEMPORARY EROSION CONTROL MEASURES MAY BE INSTALLED AS GRADING OCCURS IN THE SPECIFIC AREA. MAINTAIN EROSION CONTROLS THROUGHOUT THE GRADING PROCESS AND REMOVE UPON APPROVAL OF ENGINEER.
5.

CONTRACTOR TO ADHERE TO ALL REQUIREMENTS OF CITY AND COUNTY PERMITS (AS APPLICABLE).
6.

INLET PROTECTION IS TO BE USED DURING CONSTRUCTION. SEE SUDAS SPECIFICATIONS.
7.

CONTRACTOR SHALL PROVIDE ADDITIONAL TEMPORARY EROSION CONTROL MEASURES AS REQUIRED FOR CONSTRUCTION OR AS REQUIRED BY ENGINEER.
8.

REMOVE ALL EROSION CONTROL MEASURES UPON APPROVAL OF ENGINEER.
9.

THE CONTRACTOR SHALL REMOVE ALL SOILS AND SEDIMENT TRACKED ONTO EXISTING STREETS, PAVED AREAS, HALLWAYS, AND SCHOOL GROUNDS WITHIN 24 HOURS OF DISCOVERY.
10.

IF BLOWING DUST IS DEEMED A NUISANCE BY ENGINEER, OWNER, PERMITTING AUTHORITIES, OR ADAJCENT LAND OWNERS, THE CONTRACTOR SHALL APPLY WATER FROM A TANK TRUCK OR APPROVED EQUAL TO ALL CONSTRUCTION AREAS. INCIDENTAL TO CONTRACT.
11.

SWEEP ADJACENT STREETS WITH SWEEPER AND PICK-UP BROOM IN ACCORDANCE WITH CITY AND STATE REQUIREMENTS. INCIDENTAL TO CONTRACT.
12.

INSPECT EROSION CONTROL DEVICES AFTER EACH RAINFALL PER SUDAS AND SPECIAL PROVISIONS. IMMEDIATELY REPAIR FAILED OR FAILING EROSION CONTROL DEVICES. INCIDENTAL TO CONTRACT.
13.

SEE SUDAS SECTION 2010, EARTHWORK, SUBGRADE, AND SUBBASE FOR ALL EXCAVATION RELATED WORK AND QUALITY CONTROL.
14.

REVIEW SPECIAL PROVISIONS FOR MODIFICATIONS TO IDOT OR SUDAS SPECIFICATIONS.
15.

EARTHWORK ASSUMPTIONS

A.

SEE CONTRACT DOCUMENTS FOR INCLUSIONS, INCLUDING BUT NOT LIMITED TO MEASUREMENT & PAYMENT.

B.

ALL QUANTITIES ARE PLAN (P) QUANTITIES.

C.

COMMON EXCAVATION INCLUDES A SUBCUT FOR ALL RAIN GARDENS AND PAVER AREAS.

Item No.	Description	SUDAS REF.	UNIT	QUANTITY
1	Clearing and Grubbing	2010-1.08-C	LS	1
2	Excavation, Class 10	2010-1.08-E	CY	20
3	Topsoil, Compost-amended	2010-1.08-D2	CY	30
4	Back Fill Material (Rain Garden Soil 80:10:10)	2010-1.08-Special	CY	15
5	Area Intake Grate - 10" Nyloplast	6010-1.08-B	EA	2
6	Removal of Sidewalk	7030-1.08-B	SY	113
7	Brick/Paver Sidewalk with Crushed Base and Edger	7030-1.08-F	SY	40
8	Permeable Interlocking Pavers (Including Subbase Material)	7080-1.08-F	SY	94
9	PCC Edge Restraint	7080-1.08-G	LF	72
10	Steel Landscape Edger	Special	LF	50
11	Mulch, double-shredded hardwood	Special	CY	4
12	Conventional Seeding: H Native Grass & Forbs (Wildflower) Mix	9010-1.08-A	ACRE	0.1
13	Shrub, #2 Container	9030-1.08-A	EA	23
14	Wattle, Install	9040-1.08-F1	LF	10
15	Wattle, Remove	9040-1.08-F2	LF	10
16	Rip Rap Erosion Stone w/Geotextile Fabric	9040-1.08-J	SY	2
17	Concrete Pebble Seat - small - including install	SPECIAL	LS	1
18	Concrete Pebble Seat - medium- including install	SPECIAL	LS	1
17	Concrete Pebble Seat - large - including install	SPECIAL	LS	1
18	Shade Sail 18' Triangle - Including posts, footings, & installation	SPECIAL	LS	1
19	Shade Sail 20' Square - Including posts, footings, & installation	SPECIAL	LS	1
20	2-Year Vegetation Seeding Warranty	9010-108-E-0	LS	1
21	Mobilization	11,020-1.08A	LS	1

Pld Date: 03/24/2021
Drawing name: X:\Clients_Municipal\01112_Storm_Lake_IA\0035_High_School_Courtyard\09_GMS\dwg\112-0035_CD-Drawing.dwg
Xref: 1112-0035_P-Base2, 112-0035_X-Base

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3	03/25/2021	BH	CONSTRUCTION BID SET
2	08/04/2020	BH	100% PLANS FOR REVIEW
1	07/01/2020	BH	90% SUBMITTAL NOT FOR CONSTRUCTION
NO	DATE	BY	REVISION



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w a t e r e c o l o g y
community
Tele: 651.770.8448
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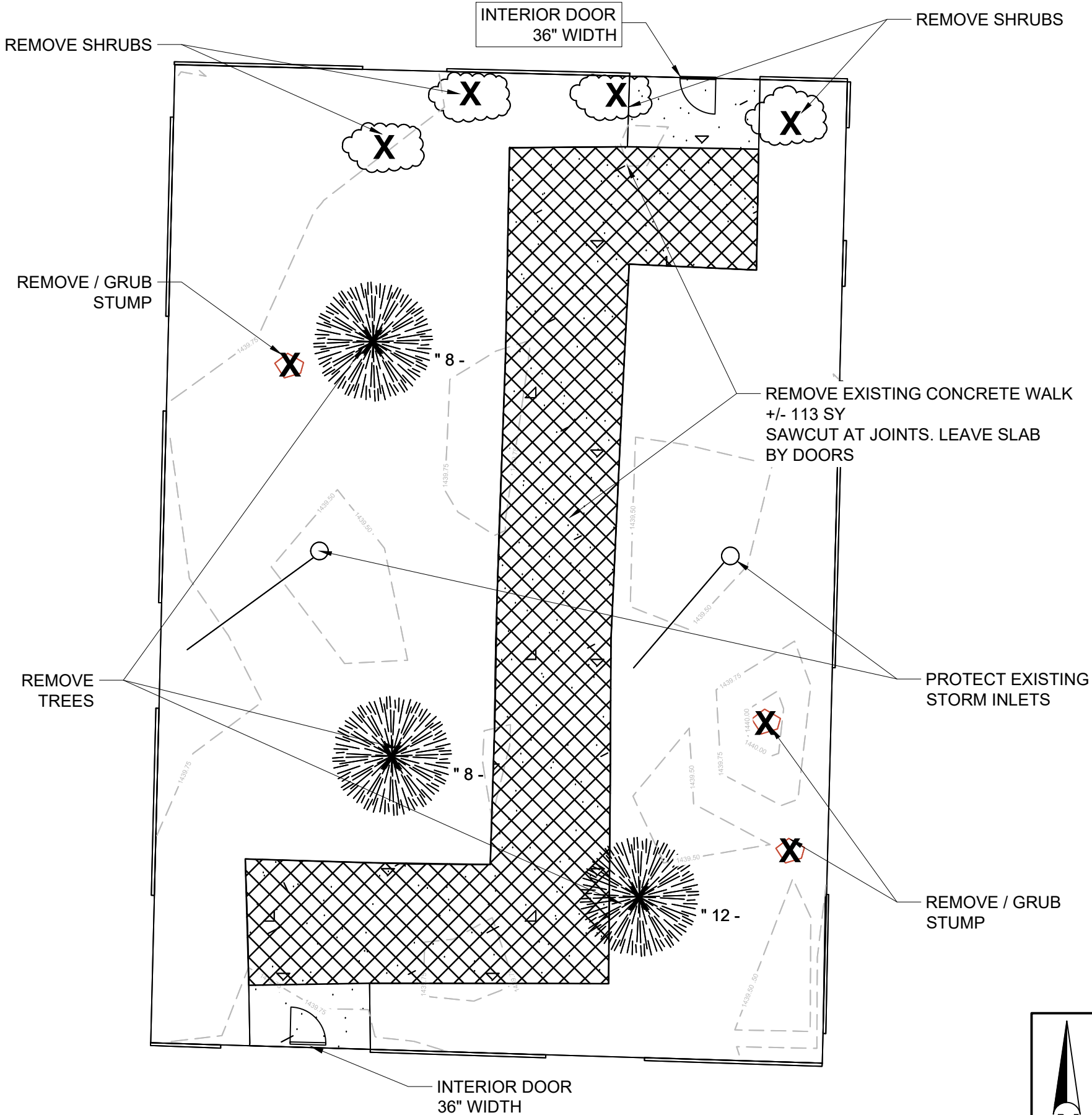


STORM LAKE HIGH SCHOOL COURTYARD STORM LAKE, BUENA VISTA COUNTY, IOWA	
STATE PROJECT NO. ---	CITY PROJECT NO. ---

NOTES & SEQ
SHEET 02 OF 09 SHEETS

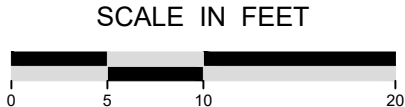
NOTES

1. REMOVE CONCRETE SIDEWALK AND DISPOSE OF MATERIAL.
2. REMOVE TREES AND EXISTING VEGETATION. GRIND AND REMOVE STUMPS.
3. UNCOVER AND PROTECT STORM INLETS PRIOR TO ANY STUMP REMOVAL AND GRADING WORK.



Plot Date: 03/24/2021
Drawing name: X:\Clients_Municipal\01112_Storm_Lake_Lake_IA\0035_High_School_Courtyard\09_GMS\dwg\1112-0035_CD-Drawing.dwg
Xrefs: 1112-0035_P-Base.dwg, 1112-0035_X-Base.dwg

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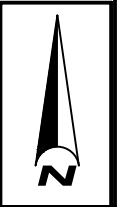
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STORM LAKE HIGH SCHOOL COURTYARD STORM LAKE, BUENA VISTA COUNTY, IOWA	
STATE PROJECT NO. ---	CITY PROJECT NO. ---

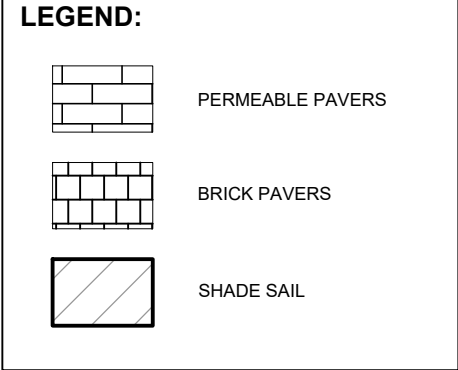
EXISTING CONDITIONS & REMOVALS
SHEET 03 OF 09 SHEETS



NOTES

1. PROTECT EXISTING STORMWATER INLETS (AT RAIN GARDEN 1 AND 2) WITH A WATTLE OR OTHER APPROVED INLET PROTECTION DEVICE, PRIOR TO ANY GRADING WORK IN COURTYARD.
2. OUTDOOR CLASSROOM 1 AND 2 TO BE PERMEABLE PAVERS. SEE DETAILS. GRADE SURFACE AND BOTTOM OF SUBGRADE TO DRAIN AWAY FROM BUILDING WALLS, TOWARD RAIN GARDENS.
3. IMPORT 6" TOPSOIL TO ALL PLANTING AND NATIVE SEEDING AREA (EXCLUDING RAIN GARDENS) - TOTAL 30 CY.
4. INSTALL SHADE SAIL POLES PRIOR TO PERMEABLE PAVERS AND ASSOCIATED DRAIN ROCK. SHADE SAIL POLES TO BE MIN. 24" FROM EXTERIOR BUILDING WALLS, AND ANGLED AWAY FROM CENTER OF SAIL 5°. SEE DETAILS ON SHEET 09. OUTDOOR CLASSROOM 1 TO HAVE 20' SQUARE SHADE SAIL. OUTDOOR CLASSROOM 2 TO HAVE 18' TRIANGULAR SHADE SAIL. MONOTEC 370 WEIGHT FABRIC. COLOR = CHINO. WWW.SHADESAILS.COM. PROVIDE ORDER LIST TO LANDSCAPE ARCHITECT PRIOR TO PLACING ORDER FOR SHADE SAILS.
5. AFTER GRADING IS COMPLETE, PLACE 0.5 CY RIP RAP OVER GEOTEXTILE FABRIC AROUND EXISTING STORM INLETS IN RAIN GARDEN 1 AND 2.
6. PLACE 0.5 CY RIP RAP OVER GEOTEXTILE FABRIC UNDER DOWNSPOUTS ON EAST WALL, IN THE NATIVE PLANTING AREA.
7. CONCRETE PEBBLE SEATING TO INCLUDE 1 LARGE, 1 MEDIUM, AND 1 SMALL CONCRETE PEBBLE. COLOR = SANDBLAST BEIGE. SOURCE FROM DOTY & SONS, SYCAMORE, ILLINOIS, OR APPROVED EQUAL. PROVIDE PRODUCT DETAIL SHEET TO LANDSCAPE ARCHITECT PRIOR TO PLACING ORDER.

LARGE CONCRETE PEBBLE - 52" L x 24" W x 10" H (932 lbs.)
MEDIUM CONCRETE PEBBLE - 41" L x 14" W x 9" H (305 lbs.)
SMALL CONCRETE PEBBLE - 19" L x 18" W x 13" H (352 lbs.)
8. OWNER TO SUPPLY ~20-50 QTY 4"x8" ENGRAVED PAVERS TO BE INCLUDED THROUGHOUT BRICK PAVER SIDEWALK AND STUDENT GATHERING AREA. PLACE SO THAT WRITING IS LEGIBLE. DISTRIBUTE EVENLY THROUGHOUT PAVER AREA.



CONCRETE PEBBLE SEAT - LG

PICNIC TABLES - NOT IN CONTRACT

RIP RAP AROUND STORM INLET

DOME GRATE ON INTAKE

STUDENT GATHERING AREA

OUTDOOR CLASSROOM 1

20' SQUARE SHADE SAIL

BRICK PAVER SIDEWALK

BRICK PAVER SIDEWALK - 6' WIDE

DONATED BENCH, TYP. - NOT IN CONTRACT

RAIN GARDEN 2

RIP RAP AROUND STORM INLET

DOME GRATE ON INTAKE

CONCRETE PEBBLE SEATING - SM & MED

4" STEEL EDGER AROUND GRAVEL

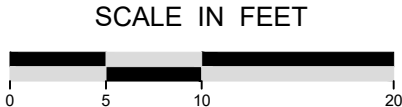
OUTDOOR CLASSROOM 2 PERMEABLE PAVERS

18" TRIANGLE SHADE SAIL



Plot Date: 03/24/2021
Drawing name: X:\Clients_Municipal\01112_Storm_Lake_High_School_Courtyard\09_GMS\dwg\1112-0035_CD-Drawing.dwg
Xrefs: 1112-0035_P-Base2, 1112-0035_X-Base

NO	DATE	BY	REVISION
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SUBMISSION DATE: 03/25/2021
DESIGN BY DRL
DRAWN BY BH
EOR PROJECT NO. 01112-0035

EOR Emmons & Olivier Resources, Inc.
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STORM LAKE HIGH SCHOOL COURTYARD STORM LAKE, BUENA VISTA COUNTY, IOWA
STATE PROJECT NO. ---
CITY PROJECT NO. ---

SITE PLAN
SHEET 04 OF 09 SHEETS

RAIN GARDEN & TREE PLANTING BY OTHERS

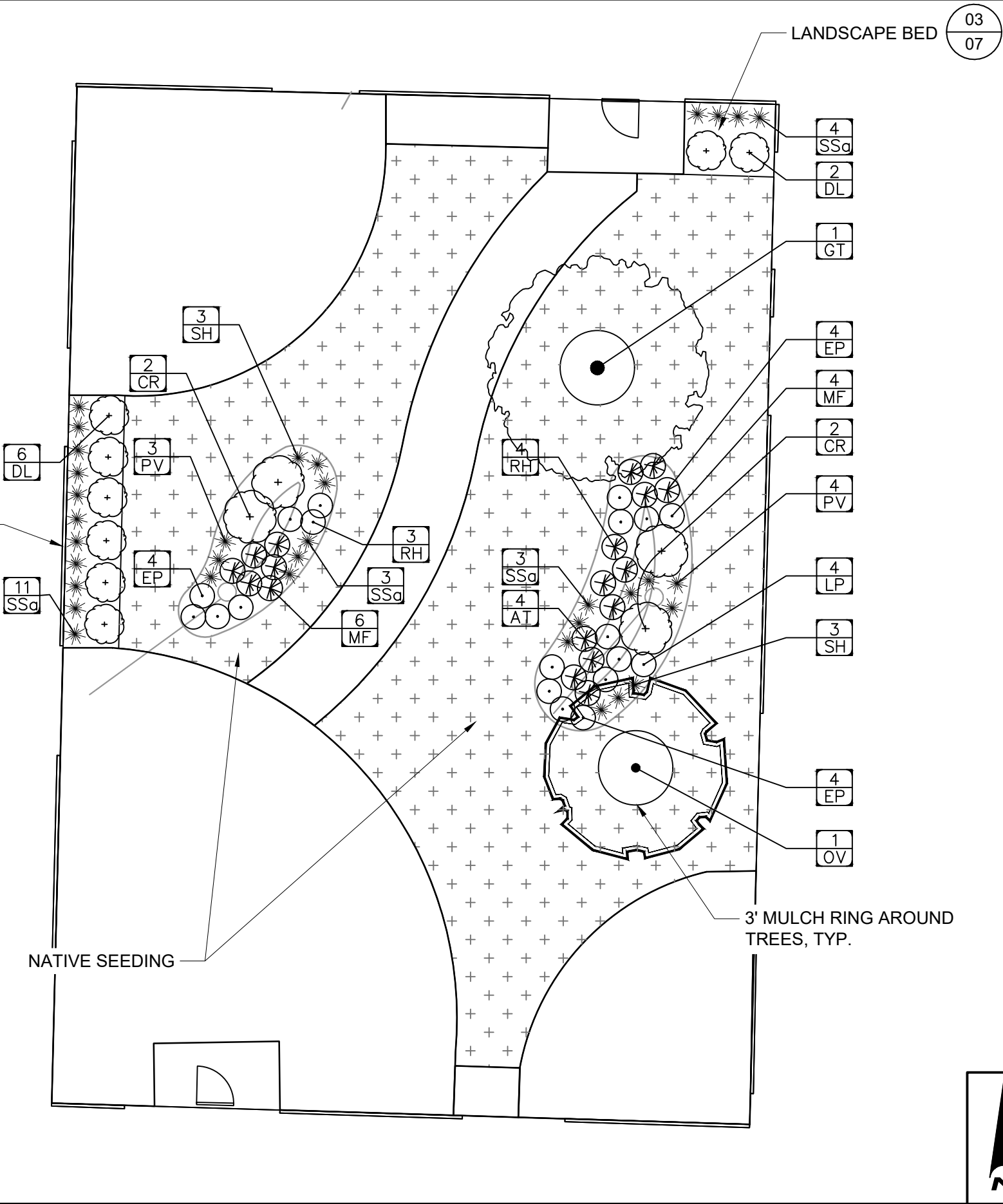
LEGEND:

NATIVE SEEDING

PERENNIAL FORB

PERENNIAL GRASS

DECIDUOUS SHRUB



Deciduous Tree Planting Schedule

Symbol	Quantity	Scientific Name	Common Name	Size	Cont.	Type
GT	1	<i>Gleditsia triacanthos</i> var. <i>Skyline</i>	Skyline Honey Locust	2"	B&B	Single Stem
OV	1	<i>Ostrya virginiana</i>	Ironwood	2"	B&B	Single Stem
	1	Tree Total				

Landscape Bed Deciduous Shrub Planting Schedule

Symbol	Quantity	Scientific Name	Common Name	Size	Type	Spacing
DL	8	<i>Diervilla lonicera</i>	Dwarf Bush Honeysuckle	18" Height	#2 Cont.	3' O.C.
	8	Shrub Total				

Landscape Bed Perennial Planting Schedule

Symbol	Quantity	Scientific Name	Common Name	Size	Type	Spacing
SSa	15	<i>Schizachyrium scoparium</i> 'MinnblueA'	Blue Heaven Little Bluestem	#1	Cont.	24" O.C.
	15	Perennial Total				

Rain Garden Deciduous Shrub Planting Schedule

Symbol	Quantity	Scientific Name	Common Name	Size	Type	Spacing
CR	4	<i>Cornus racemosa</i> 'Muscum'	Muskingum Dogwood	24" Height	#3 Cont.	4' O.C.
	4	Shrub Total				

Rain Garden Perennial Planting Schedule

Symbol	Quantity	Scientific Name	Common Name	Size	Type	Spacing
AT	4	<i>Asclepias tuberosa</i>	Butterfly Flower	#1	Cont.	24" O.C.
EP	12	<i>Echinacea purpurea</i>	Purple Coneflower	#1	Cont.	24" O.C.
LP	4	<i>Liatris pycnostachya</i> 'Kobold'	Prairie Blazing Star	#1	Cont.	24" O.C.
MF	10	<i>Monarda fistulosa</i>	Wild Bergamot	#1	Cont.	24" O.C.
PV	7	<i>Panicum virgatum</i> 'Shenandoah'	Red Switch Grass	#1	Cont.	24" O.C.
RH	7	<i>Rudbeckia hirta</i>	Black-Eyed Susan	#1	Cont.	24" O.C.
SH	6	<i>Sporobolus heterolepis</i>	Prairie Dropseed	#1	Cont.	24" O.C.
SSa	6	<i>Schizachyrium scoparium</i>	Little Bluestem	#1	Cont.	24" O.C.
	56	Perennial Total				

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SUBMISSION DATE:	03/25/2021
DESIGN BY	DRL
DRAWN BY	BH
EOR PROJECT NO.	01112-0035

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STORM LAKE HIGH SCHOOL
COURTYARD
STORM LAKE, BUENA VISTA COUNTY,
IOWA

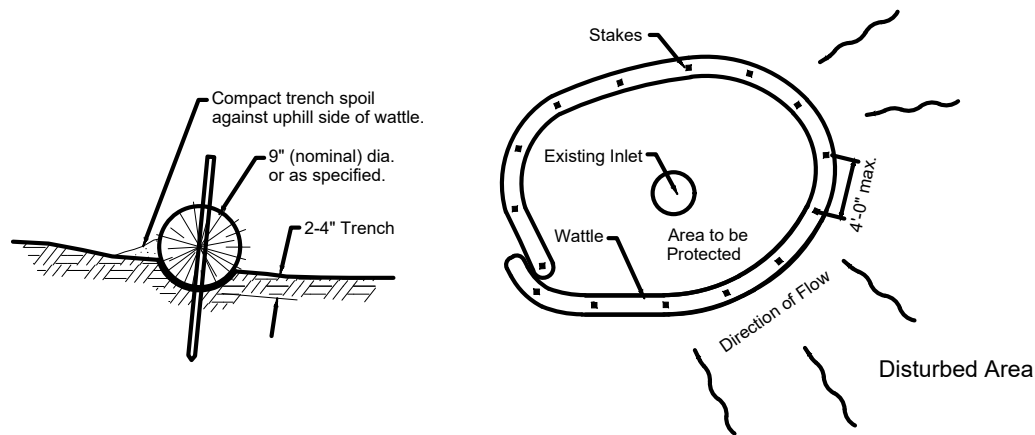
STATE PROJECT NO. --- CITY PROJECT NO. ---

PLANTING PLAN

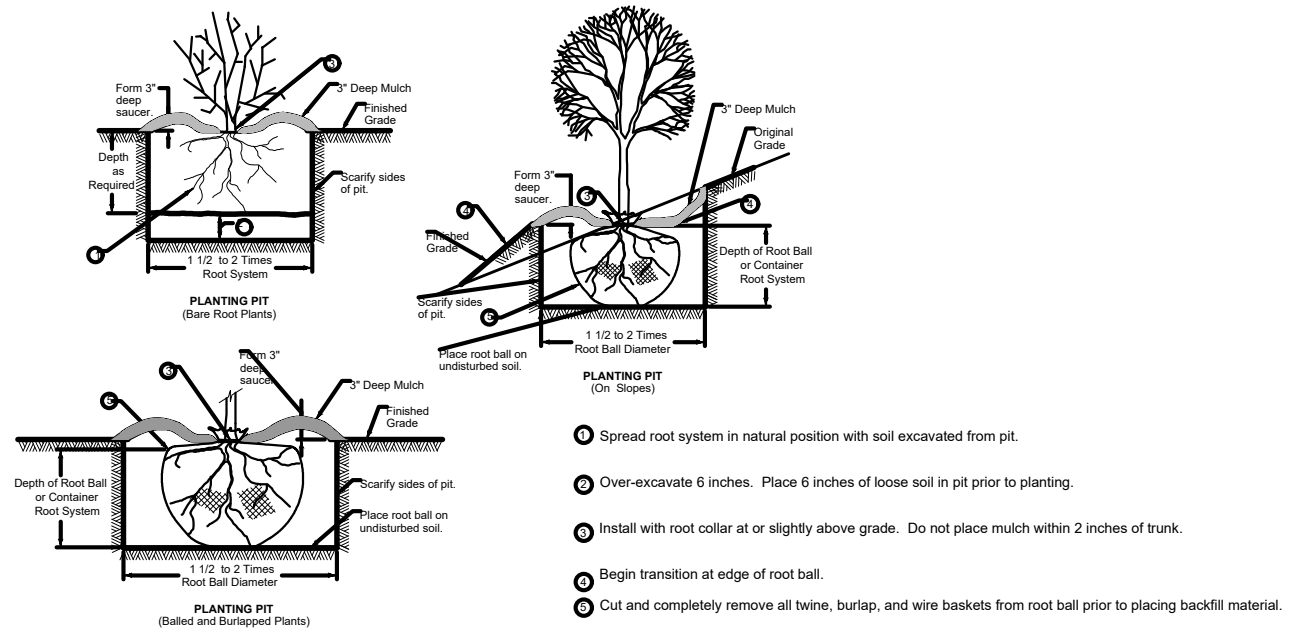
SHEET 05 OF 09 SHEETS

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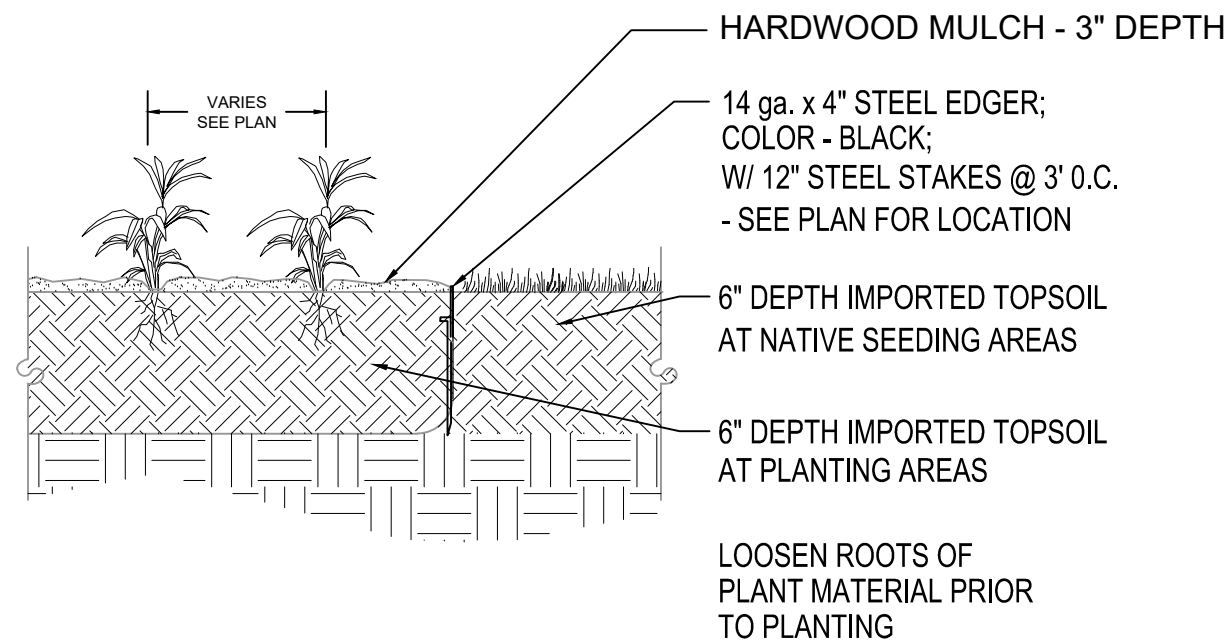
GENERAL LANDSCAPE NOTES				SHRUB AND TREE MAINTENANCE & EVALUATION				NATIVE SEEDING NOTES				RAIN GARDEN & TREE PLANTING NOT IN CONTRACT			
1. LANDSCAPE CONTRACTOR SHALL INSPECT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF WORK.				1) Water perennials, shrubs, and trees regularly through the first growing season after planting. This means once per week during periods of average rainfall, and up to three (3) times per week during periods of below average rainfall.				1. ALL NATIVE SEEDING SHALL BE DONE BY CONVENTIONAL METHOD.							
2. LANDSCAPE CONTRACTOR SHALL VERIFY PLAN LAYOUT AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN OR INTENT OF THE LAYOUT.				2) Monthly maintenance during the growing season (May-October): A. Pull weeds or spot treat with herbicide (glyphosate product). B. Remove any sediment that has accumulated in rain garden inlets and bottom of the basin with a shovel or other appropriate tool. C. Remove any trash or debris present in the rain garden. D. Add mulch if it has been depleted. E. Replace any plants as needed, per warranty agreement.				2. DO NOT USE FERTILIZER.							
3. LANDSCAPE CONTRACTOR SHALL ASSURE COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK AND MATERIALS SUPPLIED.				3) Annually for three (2) years: A. In early spring cut and remove herbaceous vegetation, raking out down vegetation in the rain garden.				3. SEEDED AREAS ARE TO BE COVERED WITH WEED FREE STRAW MULCH IMMEDIATELY AFTER SEED APPLICATION (INCIDENTAL).							
4. LANDSCAPE CONTRACTOR SHALL PROTECT EXISTING ROADS, CURBS/GUTTERS, TRAILS, TREES, LAWNS AND SITE ELEMENTS DURING CONSTRUCTION OPERATIONS. DAMAGE TO SAME SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.								4. MODIFICATIONS TO SEEDING AND PLANTING DATES SHALL BE APPROVED BY LANDSCAPE ARCHITECT, IN WRITING, PRIOR TO COMMENCING.							
5. LANDSCAPE CONTRACTOR SHALL VERIFY ALIGNMENT AND LOCATION OF UNDERGROUND AND ABOVE GRADE UTILITIES AND PROVIDE THE NECESSARY PROTECTION FOR SAME BEFORE CONSTRUCTION BEGINS.								5. ALL DISTURBED AREAS TO BE SEEDED PER PLANS. IF AREAS DISTURBED ARE NOT ON PLANS - VERIFY RESTORATION TREATMENT WITH PROJECT ENGINEER							
6. LANDSCAPE CONTRACTOR SHALL REVIEW THE SITE FOR DEFICIENCIES IN SITE CONDITIONS WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR WARRANTY. UNDESIRABLE SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK.								6. CONTRACTOR SHALL MAINTAIN THE SEEDING AREA FOR A WARRANTY PERIOD OF 2 YEARS FROM THE DATE OF FINAL ACCEPTANCE.							
7. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ONGOING MAINTENANCE OF NEWLY INSTALLED MATERIALS UNTIL TIME OF FINAL ACCEPTANCE BY LANDSCAPE ARCHITECT. REPAIR OF ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO FINAL ACCEPTANCE SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.															
8. LANDSCAPE CONTRACTOR SHALL PREPARE AND SUBMIT A WRITTEN REQUEST FOR THE SUBSTANTIAL COMPLETION INSPECTION OF LANDSCAPE AND SITE IMPROVEMENTS PRIOR TO SUBMITTING FINAL PAY REQUEST.															
PLANTING NOTES								NATIVE SEEDING MAINTENANCE & EVALUATION							
1. NO PLANTS WILL BE INSTALLED UNTIL FINAL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA								YR 1 Maintenance after Spring or Early Summer Seeding:							
2. SEE SUDAS FOR SEEDING AND SHRUB PLANTING DETAILS AND INSTRUCTIONS								1) MOW ENTIRE AREA TO 6- TO 8-INCH HEIGHT EVERY 30 DAYS AFTER PLANTING UNTIL SEPTEMBER 30.							
3. PROPOSED PLANT MATERIAL SHALL COMPLY WITH THE CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1. UNLESS NOTED OTHERWISE, DECIDUOUS SHRUBS SHALL HAVE AT LEAST 5 CANES AT THE SPECIFIED HEIGHT. ORNAMENTAL TREES SHALL HAVE NO "V" CROTCHES AND SHALL BEGIN BRANCHING NO LOWER THAN 3' FEET ABOVE THE ROOT BALL.								2) SPOT SPRAY INVASIVE WEEDS (THISTLE, ETC.) PRIOR TO SEED DISBURSEMENT WITH GLYPHOSATE HERBICIDE.							
4. QUANTITIES IN PLANT SCHEDULE TAKE PRECEDENCE OVER PLANT SYMBOLS ON PLAN DRAWING IF DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS AND DETAILS TAKE PRECEDENCE OVER NOTES.								YR 1 Maintenance after Fall or Dormant Seeding:							
5. TREES SHALL BE LOCATED AND STAKED AS SHOWN ON PLAN. LANDSCAPE ARCHITECT MUST APPROVE STAKING OF PLANT MATERIAL PRIOR TO DIGGING.								1) MOW ENTIRE AREA THREE TIMES TO 6- TO 8-INCH HEIGHT; ONCE IN MAY, ONCE IN JUNE, AND ONCE IN JULY.							
6. NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS GRANTED IN WRITING BY THE LANDSCAPE ARCHITECT TO THE LANDSCAPE CONTRACTOR.								2) SPOT SPRAY INVASIVE WEEDS (THISTLE, ETC.) PRIOR TO SEED DISBURSEMENT WITH GLYPHOSATE HERBICIDE.							
7. ADJUSTMENTS IN LOCATION OF PROPOSED PLANT MATERIALS MAY BE NEEDED IN FIELD. LANDSCAPE ARCHITECT MUST BE NOTIFIED PRIOR TO ADJUSTMENT OF PLANTS.								YR 1 Site Evaluation:							
8. PLANT MATERIALS TO BE INSTALLED PER SUDAS PLANTING DETAILS.								1) COVER CROP GROWING WITHIN 2 WEEKS OF PLANTING (EXCEPT DORMANT SEEDING).							
9. WATER ALL PLANT MATERIAL WITHIN 2 HOURS OF PLANTING. APPLY ENOUGH WATER TO THOROUGHLY SATURATE ALL PLANTING SOIL.								2) SEEDLINGS SPACED 1- TO 6-INCHES APART IN DRILL ROWS.							
10. SHRUBS AND PERENNIALS SHALL BE PLANTED INTO EROSION CONTROL BLANKET, WHERE APPLICABLE, WITH AS MINIMAL DISTURBANCE TO BLANKET AS NEEDED FOR PLANTING.								3) NATIVE GRASS SEEDLINGS MAY ONLY BE 4- OT 6-INCHES IN HEIGHT.							
11. ALL TREE PLANTINGS TO RECEIVE 3' DIA. RING OF SHREDDED HARDWOOD MULCH (3" DEPTH). MULCH SHALL BE INCIDENTAL.								4) MOW AS NECESSARY WHEN THERE IS A FLUSH OF GROWTH FROM FOXTAIL, OR SIMILAR SPECIES.							
12. ALL SHRUB LANDSCAPE TO RECEIVE 3" DEPTH HARDWOOD MULCH.								YR 2 Maintenance:							
13. LANDSCAPE CONTRACTOR SHALL WARRANTY NEW PLANT MATERIAL AND SEEDING THROUGH THREE (2) CALENDAR YEARS FROM THE DATE OF FINAL ACCEPTANCE. NO PARTIAL ACCEPTANCE WILL BE CONSIDERED.								1) MOW ENTIRE AREA TO 6- TO 8-INCH HEIGHT ONE TIME BETWEEN JUNE 1 AND AUGUST 15, BEFORE WEED SEEDS SET.							
								2) SPOT SPRAY INVASIVE WEEDS (THISTLE, ETC.) PRIOR TO SEED DISBURSEMENT WITH GLYPHOSATE HERBICIDE.							
								YR 2 Evaluation:							
								1) COVER CROP WILL BE GONE UNLESS WINTER WHEAT WAS USED IN A FALL PLANTING.							
								2) GRASSES ARE FORMING CLUMPS 1- TO 6-INCHES APART IN DRILL ROWS, BUT STILL SHORT.							
								3) SOME WILDFLOWER SPECIES ARE BLOOMING (BLACK-EYED SUSAN, BERGAMOT, ETC.).							
								4) MOW AS NECESSARY WHEN THERE IS A FLUSH OF GROWTH FROM FOXTAIL, OR SIMILAR SPECIES.							



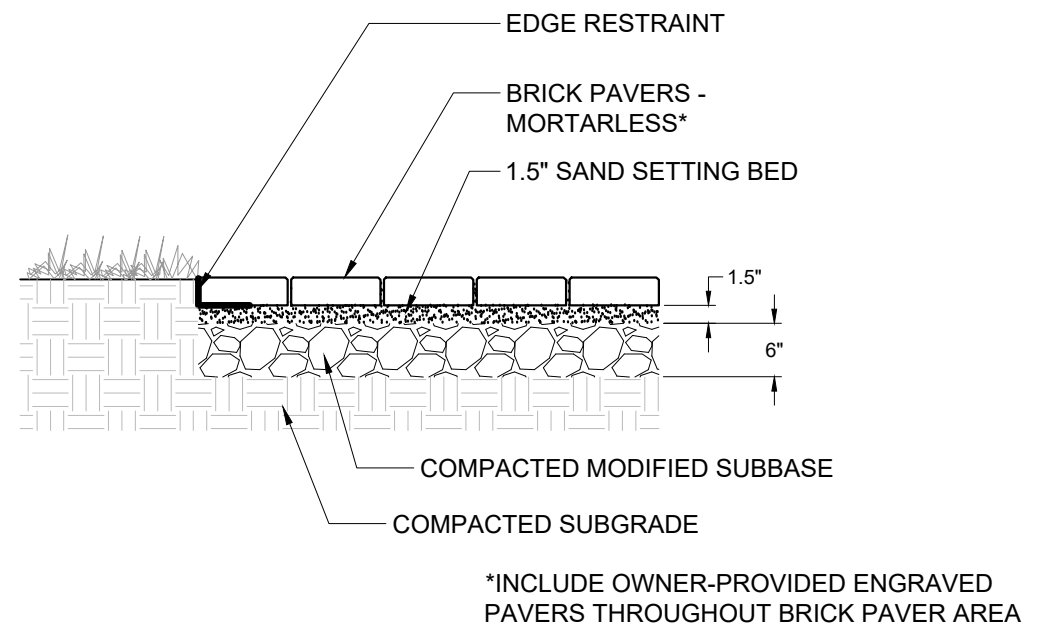
01 WATTLE INLET PROTECTION DETAILS
07 NOT TO SCALE



02 SUDAS PLANTING DETAILS
07 NOT TO SCALE



03 LANDSCAPE BED DETAIL
07 NOT TO SCALE



04 BRICK PAVER SIDEWALK DETAIL
07 NOT TO SCALE

Plot Date: 03/24/2021
Drawing name: X:\Clients_Municipal\1112_Storm_Lake_IA\0035_High_School_Courtyard\09_GMS\dwg\1112-0035_CD-Drawing.dwg
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NO	DATE	BY	REVISION



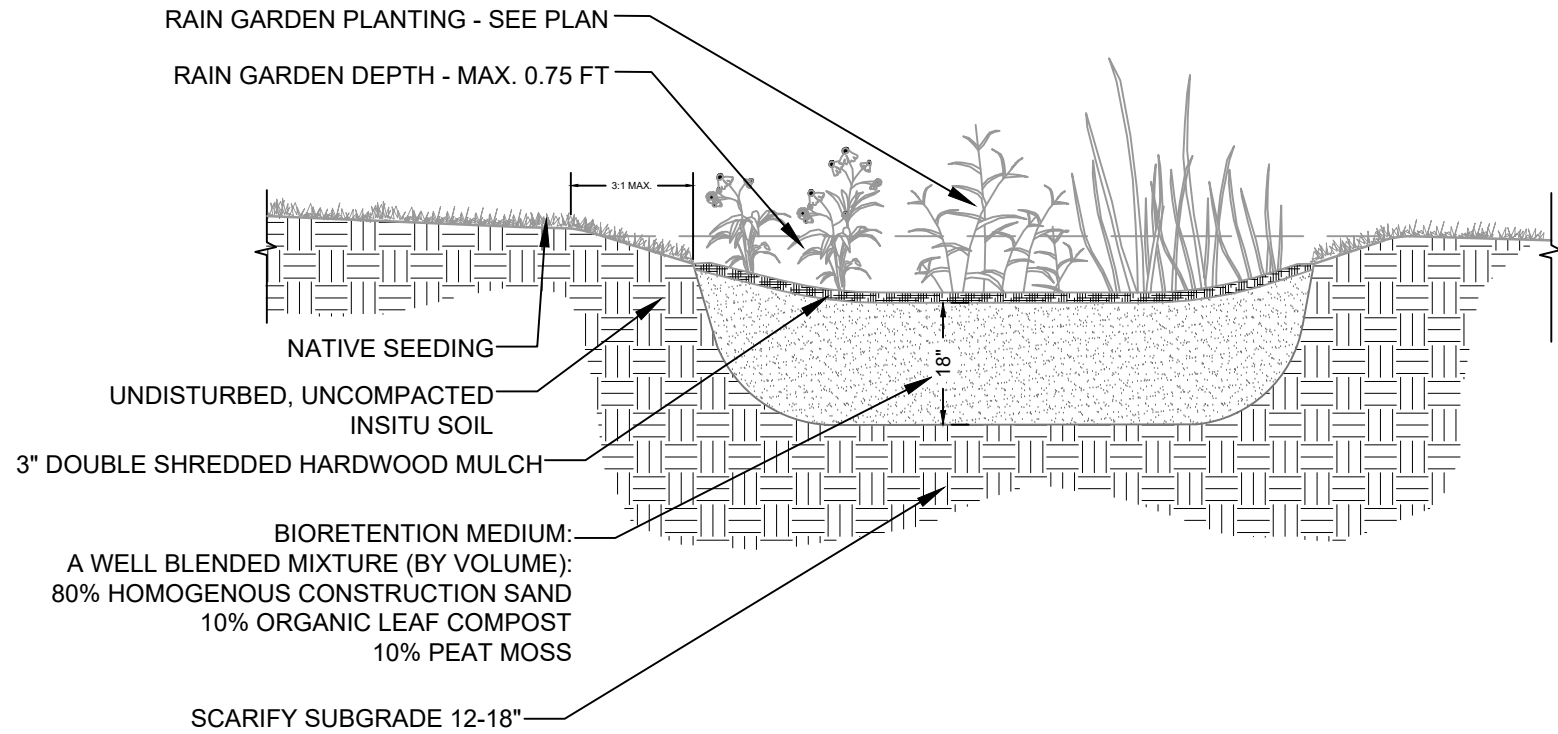
SUBMISSION DATE: 03/25/2021
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water ecology community	1919 Univ. Ave. W #300 St. Paul, MN 55104 Tel: 651.770.8448 www.eorinc.com

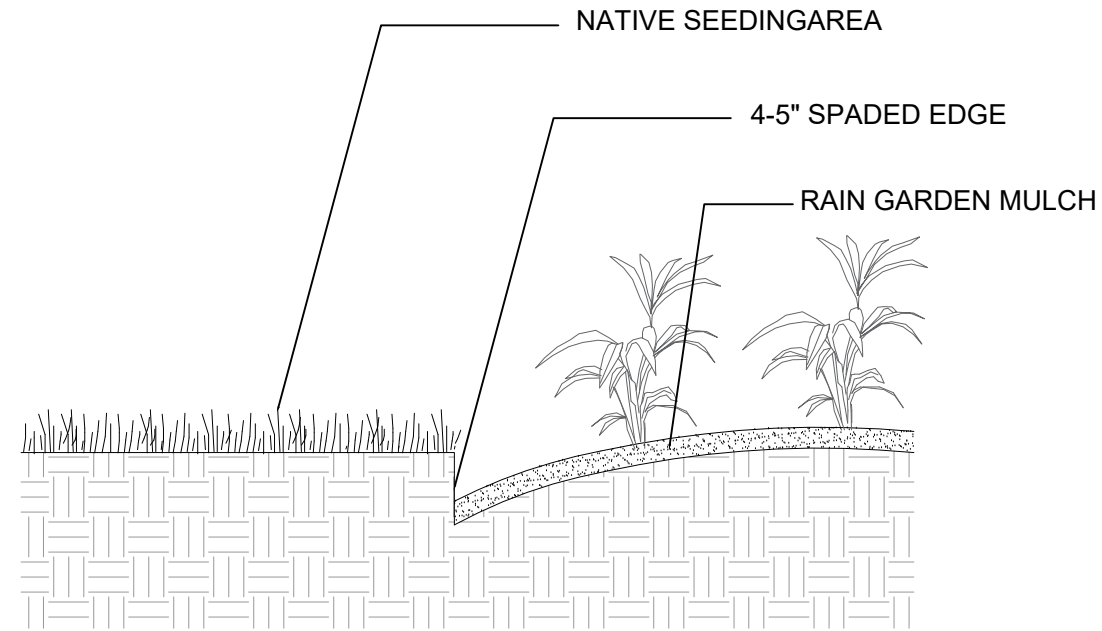


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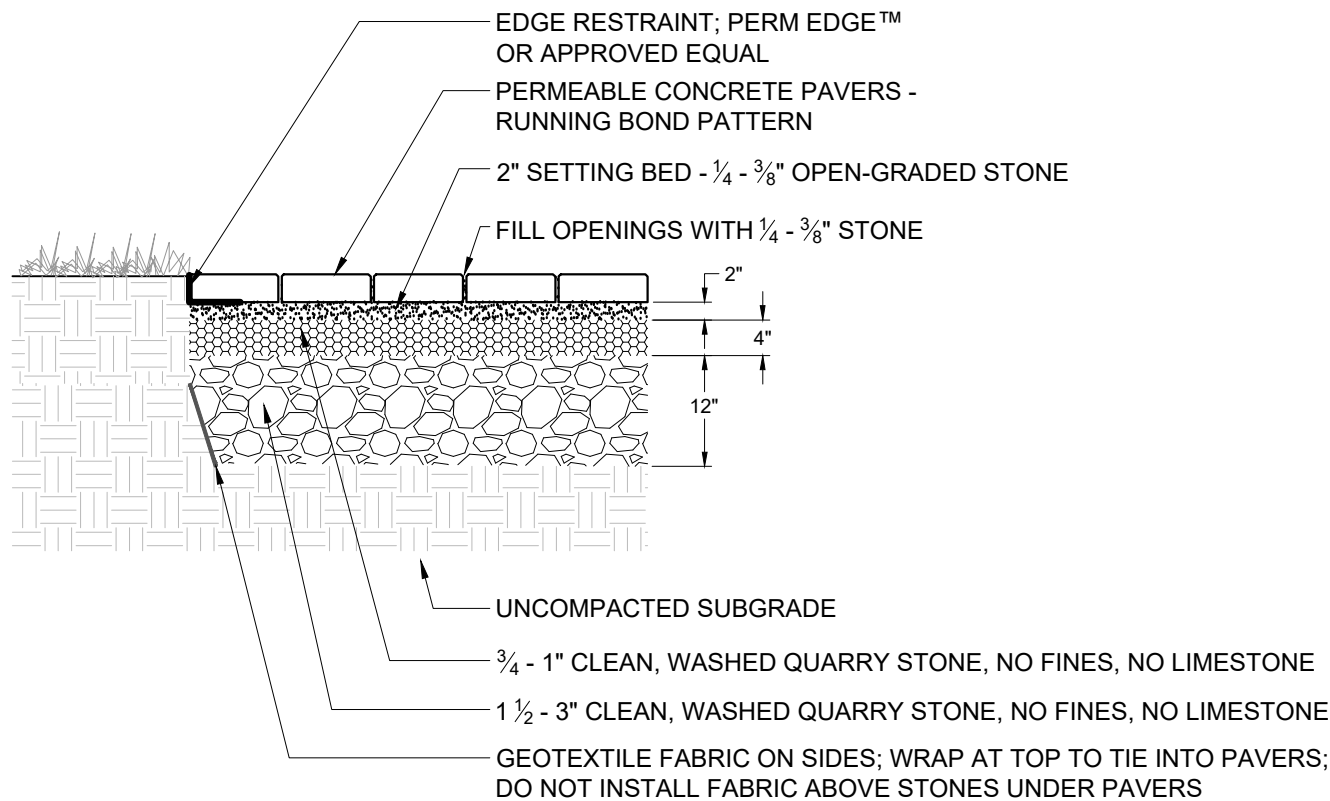
DETAILS I
SHEET 07 OF 09 SHEETS



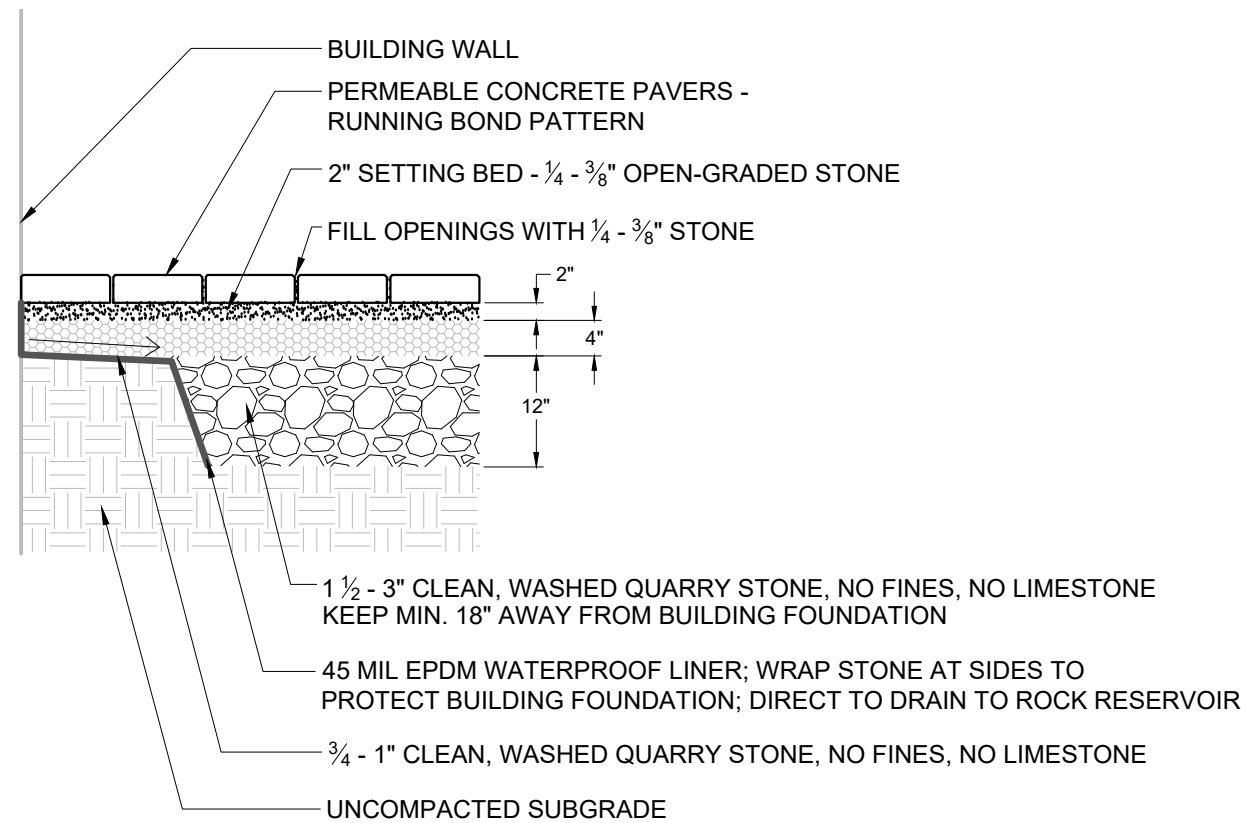
01 RAIN GARDEN DETAIL
08 NOT TO SCALE



02 SPADED BED EDGE DETAIL
08 NOT TO SCALE



03 PERMEABLE PAVER DETAIL
08 NOT TO SCALE



04 PERMEABLE PAVER AT BUILDING DETAIL
08 NOT TO SCALE

Plot Date: 03/24/2021
Drawing name: X:\Clients_Municipal\1112_Storm_Lake_High_School_Courtyard09_GMS.dwg\1112-0035_CD-Drawing.dwg
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SUBMISSION DATE: 08/04/2020	
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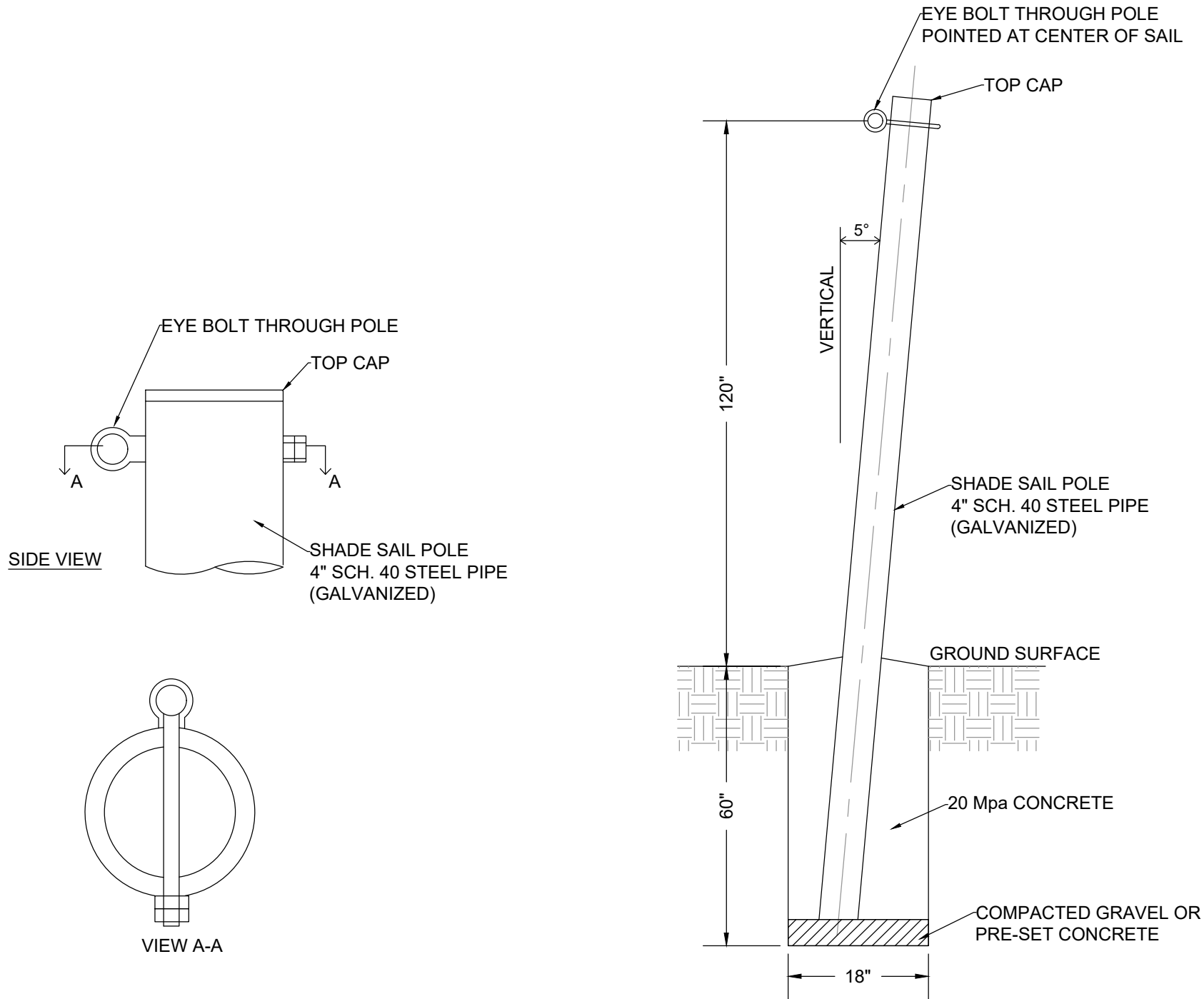
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STORM LAKE HIGH SCHOOL COURTYARD STORM LAKE, BUENA VISTA COUNTY, IOWA	
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DETAILS II
SHEET 08 OF 09 SHEETS



01 SHADE SAIL POLE DETAILS
09 NOT TO SCALE

Plot Date: 03/24/2021
Drawing name: X:\Clients_Municipal\01112_Storm_Lake_High_School_Courtyard\09_GMS\dwg\112-0035_CD-Drawing.dwg
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STORM LAKE HIGH SCHOOL COURTYARD STORM LAKE, BUENA VISTA COUNTY, IOWA	
STATE PROJECT NO. ---	CITY PROJECT NO. ---

DETAILS III
SHEET 09 OF 09 SHEETS

Doty & Sons Concrete Products, Inc.
SMALL STONE BENCH
ITEM - SB191813

BENCH SPECIFICATIONS:

19" L X 18" W. X 13" HIGH
Weight: 352 lbs.



SB191813 Small Stone Bench
Finish shown: Smooth French Gray Color

CONCRETE SPECIFICATIONS:

Sand: washed torpedo sand. Stone: 3/8" washed gravel. Cement: very light gray color, 7 to 7 1/2 bags per cubic yard. Water reducers used to increase strength & durability. Chemically entrained air (6-8%) causes concrete to be salt & chloride resistant. Average strength (after 28 days) - 5000 PSI (compression strength varies depending on chosen finish). Concrete cured indoors under plastic cover before exposure to outside elements.

REINFORCING: reinforced with a #3 steel rebar cage (3/8"), held at least 1" away from outside surfaces.

All material used in this product meet ASTM standards.

CONCRETE FINISH:

Smooth natural concrete color standard. Pigmented concrete available by special order.
See color brochure or visit www.dotyconcrete.com for more information. Samples available upon request.

OPTIONAL SEALER:

Optional Two (2) coats of Acrylic Sealer is applied to enhance and deepen the color of the finish and to provide protection against the elements. Your choice of Gloss Acrylic Sealer (ACR1), Non-Gloss Sealer (ACR2) or Semi-Gloss Acrylic Sealer (ACR3). Type of sealer used depends on chosen finish. See color brochure or visit www.dotyconcrete.com for more information.

Doty & Sons Concrete Products, Inc.
1275 E. State St., Sycamore, IL 60178
Toll Free: 800-233-3907 Fax: 815-895-8035
Web Site: www.dotyconcrete.com

Doty & Sons Concrete Products, Inc.
MEDIUM STONE BENCH
ITEM - SB41149

BENCH SPECIFICATIONS:

41" L X 14" W. X 9" HIGH
Weight: 305 lbs.



SB41149 Medium Stone Bench
Finish shown: Smooth Mesa Buff Color

CONCRETE SPECIFICATIONS:

Sand: washed torpedo sand. Stone: 3/8" washed gravel. Cement: very light gray color, 7 to 7 1/2 bags per cubic yard. Water reducers used to increase strength & durability. Chemically entrained air (6-8%) causes concrete to be salt & chloride resistant. Average strength (after 28 days) - 5000 PSI (compression strength varies depending on chosen finish). Concrete cured indoors under plastic cover before exposure to outside elements.

REINFORCING: reinforced with a #3 steel rebar cage (3/8"), held at least 1" away from outside surfaces.

All material used in this product meet ASTM standards.

CONCRETE FINISH:

Smooth natural concrete color standard. Pigmented concrete available by special order.
See color brochure or visit www.dotyconcrete.com for more information. Samples available upon request.

OPTIONAL SEALER:

Optional Two (2) coats of Acrylic Sealer is applied to enhance and deepen the color of the finish and to provide protection against the elements. Your choice of Gloss Acrylic Sealer (ACR1), Non-Gloss Sealer (ACR2) or Semi-Gloss Acrylic Sealer (ACR3). Type of sealer used depends on chosen finish. See color brochure or visit www.dotyconcrete.com for more information.

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Toll Free: 800-233-3907 Fax: 815-895-8035
Web Site: www.dotyconcrete.com

Doty & Sons Concrete Products, Inc.
LARGE STONE BENCH
ITEM - SB522410

BENCH SPECIFICATIONS:

52" L X 24" W. X 10" HIGH
Weight: 932 lbs.



SB522410 Large Stone Bench
Finish shown: Smooth Kahlua Color

CONCRETE SPECIFICATIONS:

Sand: washed torpedo sand. Stone: 3/8" washed gravel. Cement: very light gray color, 7 to 7 1/2 bags per cubic yard. Water reducers used to increase strength & durability. Chemically entrained air (6-8%) causes concrete to be salt & chloride resistant. Average strength (after 28 days) - 5000 PSI (compression strength varies depending on chosen finish). Concrete cured indoors under plastic cover before exposure to outside elements.

REINFORCING: reinforced with a #3 steel rebar cage (3/8"), held at least 1" away from outside surfaces.

All material used in this product meet ASTM standards.

CONCRETE FINISH:

Smooth natural concrete color standard. Pigmented concrete available by special order.
See color brochure or visit www.dotyconcrete.com for more information. Samples available upon request.

OPTIONAL SEALER:

Optional Two (2) coats of Acrylic Sealer is applied to enhance and deepen the color of the finish and to provide protection against the elements. Your choice of Gloss Acrylic Sealer (ACR1), Non-Gloss Sealer (ACR2) or Semi-Gloss Acrylic Sealer (ACR3). Type of sealer used depends on chosen finish. See color brochure or visit www.dotyconcrete.com for more information.

Doty & Sons Concrete Products, Inc.
1275 E. State St., Sycamore, IL 60178
Toll Free: 800-233-3907 Fax: 815-895-8035
Web Site: www.dotyconcrete.com

Project Name	Storm lake High School Courtyard	Date	August 31, 2021
To / Contact info	Storm Lake City Council		
Cc / Contact info	Tyler Gibbins		
From / Contact info	Britta Hansen, PLA, Project Landscape Architect		
Regarding	Recommendation for Award of Contract		

The purpose of this memorandum is to provide a recommendation for selecting a Contractor to construct the Storm Lake High School Courtyard Project.

Bid Summary

The Request for Quotes was sent to five (5) local contractors on March 25, 2021. Quotes were due to EOR on April 9, 2021.

A total of one bid was received, from Molitor Construction of Boone, with a Total Unit Price of \$73,199.00. See attached for submitted quote.

A separate quote for planting work was received from Joyce's Greenery for \$3,658.00.

Recommendation

Molitor Construction is a reputable regional contractor with the resources needed to complete this project. Even though only one bid was received we do not recommend resubmitting this project for bids. The unique nature and small size of the project will make it unattractive to contractors who would otherwise have the capacity to do the work. Also, Molitor's quote was within the expected budget for the project, and time is of the essence in completing this project due to the use of IDALS grant funding.

We are recommending approval of the total bid and award of the contract to the low responsive bidder, Molitor Construction, in the amount of \$73,199.00, as well as the planting work quote of \$3,658.00 from Joyce's Greenery.

In addition, it is recommended the Council authorize EOR to execute change orders in an amount not to exceed \$4431.00 for the installation of additional stone seat benches, at the High School's discretion.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Storm Lake** ("Owner") and **Molitor Construction** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Demo and construct new courtyard including permeable pavers, brick pavers, rain gardens, shade sails, and native seeding.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Storm Lake High School Courtyard**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Emmons & Olivier Resources, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Emmons & Olivier Resources, Inc.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before **December 15, 2021**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **December 31, 2021**.

~~4.03 *Contract Times: Days*~~

- ~~A. The Work will be substantially complete within [number] days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [number] days after the date when the Contract Times commence to run.~~

4.04 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1 **Site Demolition – September 28**

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **\$250** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$250** for each day that expires after such time until the Work is completed and ready for final payment.
3. *Milestones*: Contractor shall pay Owner **\$0** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for

Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. ~~For all Work other than Unit Price Work, a lump sum of \$[number].~~

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Item No.	Description	SUDAS REF.	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Clearing and Grubbing	2010-1.08-C	LS	1	\$ 5,000.00	\$ 5,000.00
2	Excavation, Class 10	2010-1.08-E	CY	20	\$ 150.00	\$ 3,000.00
3	Topsoil, Compost-amended	2010-1.08-D2	CY	30	\$ 98.00	\$ 2,940.00
4	Back Fill Material (Rain Garden Soil 80:10:10)	2010-1.08-Special	CY	15	\$ 260.00	\$ 3,900.00
5	Area Intake Grate - 10" Nyloplast	6010-1.08-B	EA	2	\$ 280.00	\$ 560.00
6	Removal of Sidewalk	7030-1.08-B	SY	113	\$ 62.00	\$ 7,006.00
7	Brick/Paver Sidewalk with Crushed Base and Edger	7030-1.08-F	SY	40	\$ 158.00	\$ 6,320.00
8	Permeable Interlocking Pavers (Including Subbase Material)	7080-1.08-F	SY	94	\$ 162.00	\$ 15,228.00
9	PCC Edge Restraint	7080-1.08-G	LF	72	\$ 9.00	\$ 648.00
10	Steel Landscape Edger	SPECIAL	LF	50	\$ 11.00	\$ 550.00
11	Mulch, double-shredded hardwood	SPECIAL	CY	4	\$ 550.00	\$ 2,200.00
12	Conventional Seeding: H Native Grass & Forbs (Wildflower) Mix	9010-1.08-A	ACRE	0.1	\$ 10,000.00	\$ 1,000.00
13	Shrub, #2 Container	9030-1.08-A	EA	23		\$ -
14	Wattle, Install	9040-1.08-F1	LF	10	\$ 80.00	\$ 800.00
15	Wattle, Remove	9040-1.08-F2	LF	10	\$ 80.00	\$ 800.00
16	Rip Rap Erosion Stone w/Geotextile Fabric	9040-1.08-J	SY	2	\$ 900.00	\$ 1,800.00
17	Concrete Pebble Seat -small -including install	SPECIAL	LS	1		\$ -
18	Concrete Pebble Seat -medium -including install	SPECIAL	LS	1		\$ -
19	Concrete Pebble Seat -large -including install	SPECIAL	LS	1		\$ -
20	Shade Sail 18' Triangle - Including posts, footings, & installation	SPECIAL	LS	1	\$ 5,935.00	\$ 5,935.00
21	Shade Sail 20' Square - Including posts, footings, & installation	SPECIAL	LS	1	\$ 8,512.00	\$ 8,512.00
22	2 Year Vegetation Seeding Warranty	9010-1.08-E-G	LS	1		\$ -
23	Mobilization	11,020-1.08A	LS	1	\$ 7,000.00	\$ 7,000.00
Total of all extended prices for unit price work					BID TOTAL	\$ 73,199.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. ~~Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$[number].~~
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment within 40 days, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of 1 percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. Supplementary Conditions
 - 4. Drawings (not attached but incorporated by reference) consisting of **09** sheets with each sheet bearing the following general title: **STORM LAKE HIGH SCHOOL COURTYARD**.
 - 5. Drawings listed on the attached sheet index.
 - 6. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. ~~Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.~~
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner,

(b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **August 31, 2021** (which is the Effective Date of the Contract).

Owner:

City of Storm Lake / Storm Lake High School
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Molitor Construction
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 8-30-21
(date signed)

Name: Paul Molitor
(typed or printed)

Title: Owner
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Molitor Construction LLC
1246 Noble Hills Place
Boone, IA 50036

Designated Representative:

Name: Paul Molitor
(typed or printed)

Title: Owner
(typed or printed)

Address:

1246 Noble Hills Place
Boone, IA 50036

Phone: 515 298 1268

Email: p.molitor@msn.com

License No.: _____
(where applicable)

State: Iowa



Purchase Order#

2022-048

(Assigned by Finance Dept. upon approval.)

Purchase Order

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

Vendor InformationCompany Plastic Company of Iowa Falls, Inc

Attn: _____

Address 10252 Hwy 65

Address _____

City Sioux FallsState Iowa Zip/Postal Code 50126-8823

E-mail _____

Phone Number 641-648-5073

Fax Number _____

Requested Purchase Date: Aug 31, 2021

Account #'s:	Amounts:
#1: <u>301-6900-08-6799</u>	<u>\$4,718.80</u>
#2: _____	_____
#3: _____	_____
#4: _____	_____

Description	Budget Amt.	Quantity	Unit Price	Amount
SLHS Courtyard Project- Benches, Picnic Tables, & Receptacles		1	\$4,718.80	\$4,718.80
Per Quote Attached				
Proposed to Council 9/7/2021				

☒ Bids/Quotes Attached Shipping Costs ☐ Estimated ☐ Actual
Department Tyler Gibbins Digitally signed by Tyler Gibbins
Head Signature DN: cn=Tyler Gibbins, o=City of Storm Lake, ou=Staff Accountant, email=gibbins@stormlake.org, c=US
Date: 2021.08.31 14:02:22 -05'00' Date: Aug 31, 2021

Total	\$4,718.80
Shipping Charges	
Purchase Order Total	\$4,718.80

Finance Department Only

Timeline Approval		Purchase Order	
Date Received: <u>Aug 31, 2021</u>	Approved Purchase Date <u>Aug 31, 2021</u>	Date Received: <u>Aug 31, 2021</u>	
Date Returned: <u>Aug 31, 2021</u>	☐ W9 Needed	Date Returned: <u>Aug 31, 2021</u>	
Line Item Budget		Department Budget	
Line Item Budget <u>5,061,200</u>		Overall Department Budget <u>5,061,200</u>	
Authorized PO's <u>\$ 0.00</u>		Authorized PO's <u>\$ 0.00</u>	
Line Item Authorized <u>5,061,200</u>		Authorized YTD Budget <u>5,061,200</u>	
YTD Expenditures <u>1,099,521.91</u>		YTD Expenditures <u>1,099,521.91</u>	

Approved by Tyler GibbinsDigitally signed by Tyler Gibbins
DN: cn=Tyler Gibbins, o=City of Storm Lake, ou=Staff Accountant, email=gibbins@stormlake.org, c=US
Date: 2021.08.31 14:03:08 -05'00'Date: Aug 31, 2021**Administrative Approval**

Authorized By _____

Date: _____ ☐ Not Approved _____☒ Approved **WITHIN** Adopted Budget \$4,718.80☐ Approved **OUTSIDE** Adopted Budget _____

Plastic Recycling of Iowa Falls

Quote per email body. See also attached price list (current).

Note: All board colors (CE) Cedar and all bench and table legs in standard color, Black.

Item #	Description	QTY	PRICE Ea/Total
660	6' Malibu Bench	6	\$291/\$1,746
None	Engraving (\$15 setup each bench plus \$4 per letter)	6	Varies/\$682
32	32 Gallon Round Trash Receptacle	2	\$186/\$372
32L	Optional plastic liner	2	\$39/\$78
32D	Optional dome lid	2	\$77.40/\$154.80
36	6' Step Over Picnic Table	2	\$522/\$1,044*
38	8' Non-symmetrical picnic table (ADA one end)	1	\$642*
			\$4,718.80

*cost of engraved plate per each of the 3 picnic tables is yet to be determined but not considered significant

Pick up versus delivery: Shipping/Assembly- Can avoid shipping cost if we pick up the items AND they can have them assembled for us.

- Same company that made bench next to flag pole in front of High School.
- Iowa company + small business original



DISTRIBUTOR PRICE LIST

Effective 01/01/20

BENCHES

DURABENCH (FLAT)		LBS	PRICE
160	6' SURFACE MOUNT W/Blk Legs*	160	\$264.00
160I	6' INGROUND W/Black Legs	190	\$264.00
140	4' SURFACE MOUNT W/Blk Legs*	110	\$186.00
140I	4' INGROUND W/Black Legs	125	\$186.00
MESA BENCH (FLAT)			
250C	CURVED W/Black	67	\$219.00
250CI	CURVED INGROUND W/Black	76	\$219.00
250S	STRAIGHT W/Black	67	\$219.00
250SI	STRAIGHT INGROUND W/Black	76	\$219.00
H250BC	Bench Connector	0.7	\$6.30
TRAIL BENCH (FLAT)			
260	6' W/Black Legs	100	\$192.00
260I	6' INGROUND W/Black Legs	112	\$192.00
240	4' W/Black Legs	67	\$144.00
240I	4' INGROUND W/Black Legs	76	\$144.00
EVERGLADE BENCH (FLAT)			
860	6' W/Black Legs	76	\$159.00
860I	6' INGROUND W/Black Legs	88	\$159.00
840	4' W/Black Legs	50	\$108.00
840I	4' INGROUND W/Black Legs	58	\$108.00
DELTA BENCH (FLAT)			
960	6' W/Black Legs	76	\$159.00
960I	6' INGROUND W/Black Legs	88	\$159.00
940	4' W/Black Legs	50	\$108.00
940I	4' INGROUND W/Black Legs	58	\$108.00
TRADITIONAL BENCH (W/BACK)			
460	6' W/Black Legs	153	\$246.00
440	4' W/Black Legs	105	\$186.00
ROCK ISLAND BENCH (W/BACK)			
580	8' W/Black Legs	212	\$384.00
580I	8' INGROUND W/Black Legs	216	\$384.00
560	6' W/Black Legs	159	\$273.00
560I	6' INGROUND W/Black Legs	162	\$273.00
540	4' W/Black Legs	106	\$219.00
540I	4' INGROUND W/Black Legs	108	\$219.00
5ARM	ARM RESTS (pair)	11	\$60.00
RED STONE BENCH (W/BACK)			
780	8' W/Black Legs	160	\$384.00
780I	8' INGROUND W/Black Legs	163	\$384.00
760	6' W/Black Legs	172	\$273.00
760I	6' INGROUND W/Black Legs	178	\$273.00
740	4' W/Black Legs	144	\$219.00
740I	4' INGROUND W/Black Legs	144	\$219.00
MALIBU BENCH (W/BACK)			
660	6' W/Black Legs	160	\$291.00
660I	6' INGROUND W/Black Legs	172	\$291.00
650	5' W/Black Legs	144	\$279.00
650I	5' INGROUND W/Black Legs	159	\$279.00
640	4' W/Black Legs	126	\$249.00
640I	4' INGROUND W/Black Legs	140	\$249.00
620	2' CHAIR with Arm Rests	85	\$204.00
6ARM	ARM RESTS (pair)	10	\$60.00

PICNIC TABLES

WALK THRU PICNIC TABLES		LBS	PRICE
24	4' WALK THRU	302	\$468.00
26	6' WALK THRU	350	\$522.00
288	8' SYMMETRICAL - 8' seats	440	\$642.00
286	8' SYMM. (ADA both ends) - 6' seats	390	\$597.00
28	8' NON-SYMM. (ADA one end)-8' seats	440	\$642.00
STEP OVER PICNIC TABLES			
36	6' STEP OVER	340	\$522.00
388	8' SYMMETRICAL - 8' seats	410	\$642.00
386	8' SYMM. (ADA both ends) - 6' seats	380	\$597.00
38	8' NON-SYMM. (ADA one end)-8' seats	410	\$642.00
HEX TABLES			
10	Hex Table	312	\$567.00
11	Hex Table - ADA	275	\$567.00
10F	Fiberglass Umbrella	20	\$381.00
10RB	Resin Base	3	\$22.80
10ADP	Baseless adaptor	2	\$27.00

PLANTER BOXES

PLANTERS			
40L	LARGE ROUND	124	\$234.00
40M	MEDIUM ROUND	107	\$216.00
40S	SMALL ROUND	87	\$201.00
42	SMALL SQUARE	55	\$89.40
43	RECTANGULAR	68	\$114.00

TRASH RECEPTACLES

TRASH RECEPTACLES			
32	32-GALLON ROUND	95	\$186.00
32L	Optional plastic liner - gray only	6.7	\$39.00
32F	Optional flat lid - gray only	0.3	\$11.40
32D	Optional dome lid - gray only	7	\$77.40
32M	PERMANENT MOUNT KIT	3	\$37.20

Board colors are available in choice of Gray (GR), Brown (BR), Cedar (CE), or Green (GRN).

Benches and tables come with standard black legs. Colored legs are available for an additional charge and may take longer for delivery.

HPMK	Permanent Mount Kit	10	\$30.60
------	---------------------	----	---------

(Used with all benches and picnic tables)

PLASTIC RECYCLING OF IOWA FALLS, INC.
 10252 Hwy. 65, Iowa Falls, IA 50126-8823
 (641) 648-5073 Fax:(641) 648-5074 Sales:1-800-338-1438

ENGRAVING PROOF - BENCHES

Maximum number of characters per board:

4 foot – 25

5 foot – 30

6 foot – 35

8 foot – 45

Print EXACTLY as you wish engraving to appear (upper/lower case, spelling, etc.) - lettering will be centered

1st Board (Available for ALL benches)

InMemory of

2nd Board (Available for Dura, Malibu, Rock Island, Traditional and Trail)

Mrs. Cindy Stanch

3rd Board (Available for Dura, Malibu, Traditional and Trail)

Instructor Assistant

4th Board (Available for Dura and Malibu only)

2007-2018

BENCH STYLE

BENCH SIZE

PAINT FILL

FONT

x

x

x

x

Malibu

**SPECIAL INSTRUCTIONS / CORRECTIONS:

PLEASE NOTE: ORDERS WILL NOT BE PROCESSED UNTIL ENGRAVING PROOF IS SIGNED AND RETURNED.

PLEASE EMAIL SIGNED COPY TO: orders@plasticrecycling.us or FAX 641-648-5074

SIGNATURE:

DATE:

CUSTOMER NAME:

PO#:

SALES ORDER #:

ENTERED BY:

Maximum number of characters per board:	4 foot – 25	5 foot – 30	6 foot – 35	8 foot – 45
---	-------------	-------------	-------------	-------------

Print **EXACTLY** as you wish engraving to appear (upper/lower case, spelling, etc.) - *lettering will be centered*

1st Board (Available for ALL benches)

[illegible]

2nd Board (Available for Dura, Malibu, Rock Island, Traditional and Trail)

[illegible]

3rd Board (Available for Dura, Malibu, Traditional and Trail)

I	n	s	t	r	u	c	t	i	o	n	a	l	A	s	s	i	s	t	a	n	t
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

4th Board (Available for Dura and Malibu only)

[illegible]

*Notes: 1) We recommend that only the front of 1 board be engraved on flat benches. 2) The Mesa bench can only be engraved on the seat surface.

BENCH STYLE x Ma liba x **** SPECIAL INSTRUCTIONS / CORRECTIONS:**

BENCH STYLE × *Malibu* × **** SPECIAL INSTRUCTIONS / CORRECTIONS:**

BENCH SIZE

PAINT FILL **X**

FONT

x

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PLEASE EMAIL SIGNED COPY TO: orders@plasticrecycling.us or FAX 641-648-5074

SIGNATURE:	DATE:
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SIGNATURE:	DATE:
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OFFICE USE ONLY

CUSTOMER NAME:	PO#:	SALES ORDER #:	ENTERED BY:

CUSTOMER NAME:	PO#:	SALES ORDER #:	ENTERED BY:

CUSTOMER NAME:	PO#:	SALES ORDER #:	ENTERED BY:

ENGRAVING PROOF - BENCHES

Maximum number of characters per board:

4 foot – 25

5 foot – 30

6 foot – 35

8 foot - 45

Print EXACTLY as you wish engraving to appear (upper/lower case, spelling, etc.) - lettering will be centered

1st Board (Available for ALL benches)

TORNADO PRIDE

2nd Board (Available for Dura, Malibu, Rock Island, Traditional and Trail)

NEVER FADS

3rd Board (Available for Dura, Malibu, Traditional and Trail)

4th Board (Available for Dura and Malibu only)

**Notes: 1) We recommend that only the front of 1 board be engraved on flat benches. 2) The Mesa bench can only be engraved on the seat surface.

BENCH STYLE

BENCH SIZE

PAINT FILL

FONT

x

x

x

x

Malibu

6"

black

**SPECIAL INSTRUCTIONS / CORRECTIONS:

black base cedar plank

PLEASE NOTE: ORDERS WILL NOT BE PROCESSED UNTIL ENGRAVING PROOF IS SIGNED AND RETURNED.

PLEASE EMAIL SIGNED COPY TO: orders@plasticrecycling.us or FAX 641-648-5074

SIGNATURE:

DATE:

Maximum number of characters per board:	4 foot – 25	5 foot – 30	6 foot – 35	8 foot – 45

Print **EXACTLY** as you wish engraving to appear (upper/lower case, spelling, etc.) - *lettering will be centered*

[illegible][illegible][illegible][illegible]

*Notes: 1) We recommend that only the front of 1 board be engraved on flat benches. 2) The Mesa bench can only be engraved on the seat surface.

BENCH STYLE	x	Malibu
BENCH SIZE	x	6'
PAINT FILL	x	black
FONT	x	

PLEASE NOTE: ORDERS WILL NOT BE PROCESSED UNTIL ENGRAVING PROOF IS SIGNED AND RETURNED.
PLEASE EMAIL SIGNED COPY TO: orders@plasticrecycling.us or FAX 641-648-5074

SIGNATURE:	DATE:
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OFFICE USE ONLY			
CUSTOMER NAME:	PO#:	SALES ORDER #:	ENTERED BY:

ENTERED BY:

ENGRAVING PROOF - BENCHES									
Maximum number of characters per board:		4 foot – 25		5 foot – 30		6 foot – 35		8 foot – 45	
Print EXACTLY as you wish engraving to appear (upper/lower case, spelling, etc.) - lettering will be centered									
1 st Board (Available for ALL benches)									
C e s a r y g r i s									
2 nd Board (Available for Dura, Malibu, Rock Island, Traditional and Trail)									
A l i y J o n i y D a n i									
3 rd Board (Available for Dura, Malibu, Traditional and Trail)									
4 th Board (Available for Dura and Malibu only)									
*Notes: 1) We recommend that only the front of 1 board be engraved on flat benches. 2) The Mesa bench can only be engraved on the seat surface.									
BENCH STYLE		x Malibu							
BENCH SIZE		x 6'							
PAINT FILL		x Black							
FONT		x							
**SPECIAL INSTRUCTIONS / CORRECTIONS:									
PLEASE NOTE: ORDERS WILL NOT BE PROCESSED UNTIL ENGRAVING PROOF IS SIGNED AND RETURNED. PLEASE EMAIL SIGNED COPY TO: orders@plasticrecycling.us or FAX 641-648-5074									
SIGNATURE:		DATE:							

Maximum number of characters per board:	4 foot – 25	5 foot – 30	6 foot – 35	8 foot - 45

Print **EXACTLY** as you wish engraving to appear (upper/lower case, spelling, etc.) - *lettering will be centered*

[illegible]

2nd Board (Available for Dura, Malibu, Rock Island, Traditional and Trail)	
A	1
i	2
y	3
5	4
o	5
n	6
i	7
y	8
D	9
a	10
n	11
i	12
y	13
D	14
a	15
n	16
i	17
y	18
D	19
a	20
n	21
i	22
y	23
D	24
a	25
n	26
i	27
y	28
D	29
a	30
n	31
i	32
y	33
D	34
a	35
n	36
i	37
y	38
D	39
a	40
n	41
i	42
y	43
D	44
a	45
n	46
i	47
y	48
D	49
a	50
n	51
i	52
y	53
D	54
a	55
n	56
i	57
y	58
D	59
a	60
n	61
i	62
y	63
D	64
a	65
n	66
i	67
y	68
D	69
a	70
n	71
i	72
y	73
D	74
a	75
n	76
i	77
y	78
D	79
a	80
n	81
i	82
y	83
D	84
a	85
n	86
i	87
y	88
D	89
a	90
n	91
i	92
y	93
D	94
a	95
n	96
i	97
y	98
D	99
a	100
n	101
i	102
y	103
D	104
a	105
n	106
i	107
y	108
D	109
a	110
n	111
i	112
y	113
D	114
a	115
n	116
i	117
y	118
D	119
a	120
n	121
i	122
y	123
D	124
a	125
n	126
i	127
y	128
D	129
a	130
n	131
i	132
y	133
D	134
a	135
n	136
i	137
y	138
D	139
a	140
n	141
i	142
y	143
D	144
a	145
n	146
i	147
y	148
D	149
a	150
n	151
i	152
y	153
D	154
a	155
n	156
i	157
y	158
D	159
a	160
n	161
i	162
y	163
D	164
a	165
n	166
i	167
y	168
D	169
a	170
n	171
i	172
y	173
D	174
a	175
n	176
i	177
y	178
D	179
a	180
n	181
i	182
y	183
D	184
a	185
n	186
i	187
y	188
D	189
a	190
n	191
i	192
y	193
D	194
a	195
n	196
i	197
y	198

[illegible][illegible]

*Notes: 1) We recommend that only the front of 1 board be engraved on flat benches. 2) The Mesa bench can only be engraved on the seat surface.

Mali

10

Black

X

BENCH STYLE	X	**SPECIAL INSTRUCTIONS / CORRECTIONS:
BENCH SIZE	X	
PAINT FILL	X	
FONT	X	

**PLEASE NOTE: ORDERS WILL NOT BE PROCESSED UNTIL ENGRAVING PROOF IS SIGNED AND RETURNED.
PLEASE EMAIL SIGNED COPY TO: orders@plasticrecycling.us or FAX 641-648-5074**

SIGNATURE:	DATE:
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OFFICE USE ONLY			
CUSTOMER NAME:	PO#:	SALES ORDER #:	ENTERED BY:

ENTERED BY:

ENGRAVING PROOF - BENCHES

Maximum number of characters per board:

4 foot – 25

5 foot – 30

6 foot – 35

8 foot - 45

Print EXACTLY as you wish engraving to appear (upper/lower case, spelling, etc.) - lettering will be centered

1st Board (Available for ALL benches)

C | a | s | s | o | f | ' | 7 | 1 |

2nd Board (Available for Dura, Malibu, Rock Island, Traditional and Trail)

3rd Board (Available for Dura, Malibu, Traditional and Trail)

4th Board (Available for Dura and Malibu only)

**SPECIAL INSTRUCTIONS / CORRECTIONS:

BENCH STYLE x Malibu
BENCH SIZE x 6'
PAINT FILL x Black
FONT x

*Notes: 1) We recommend that only the front of 1 board be engraved on flat benches. 2) The Mesa bench can only be engraved on the seat surface.

PLEASE NOTE: ORDERS WILL NOT BE PROCESSED UNTIL ENGRAVING PROOF IS SIGNED AND RETURNED.
PLEASE EMAIL SIGNED COPY TO: orders@plasticrecycling.us or FAX 641-648-5074

SIGNATURE: DATE:

Maximum number of characters per board:	4 foot – 25	5 foot – 30	6 foot – 35	8 foot – 45
---	-------------	-------------	-------------	-------------

Print **EXACTLY** as you wish engraving to appear (upper/lower case, spelling, etc.) - *lettering will be centered*

[illegible][illegible][illegible][illegible]

**Notes: 1) We recommend that only the front of 1 board be engraved on flat benches. 2) The Mesa bench can only be engraved on the seat surface.*

BENCH STYLE	x
BENCH SIZE	x
PAINT FILL	x
FONT	x

BENCH STYLE	X	Model
**SPECIAL INSTRUCTIONS / CORRECTIONS:		

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PLEASE EMAIL SIGNED COPY TO: orders@plasticrecycling.us or FAX 641-648-5074

SIGNATURE:	DATE:
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OFFICE USE ONLY			
CUSTOMER NAME:	PO#:	SALES ORDER #:	ENTERED BY:

CUSTOMER NAME:	PO#:	SALES ORDER #:	ENTERED BY:

CUSTOMER NAME:	PO#:	SALES ORDER #:	ENTERED BY:

CUSTOMER NAME:	PO#:	SALES ORDER #:	ENTERED BY:

ENGRAVING PROOF - BENCHES

Maximum number of characters per board:

6 foot - 35

5 foot - 30

4 foot - 25

Maximum number of characters per board:

Print **EXACTLY** as you wish engraving to appear (upper/lower case, spelling, etc.) - lettering will be centered

1st Board (Available for ALL benches)

2021 science

2nd Board (Available for Dura, Malibu, Rock Island, Traditional and Trail)

d	e	p	a	r	+	m	e	n	+
---	---	---	---	---	---	---	---	---	---

3rd Board (Available for Dura, Malibu, Traditional and Trail)

4th Board (Available for Dura and Malibu only)

***Notes:** 1) We recommend that only the front of 1 board be engraved on flat benches. 2) The Mesa bench can only be engraved on the seat surface.

BENCH STYLE	X
BENCH SIZE	X
PAINT FILL	X
FONT	X

****SPECIAL INSTRUCTIONS / CORRECTIONS:**

Mali bu

X

BENCH SIZE

X

PAINT FILL

X

FONT

PLEASE NOTE: ORDERS WILL NOT BE PROCESSED UNTIL ENGRAVING PROOF IS SIGNED AND RETURNED.

PLEASE EMAIL SIGNED COPY TO: orders@plasticrecycling.us or FAX 641-648-5074

SIGNATURE:

DATE:

OFFICE USE ONLY

CUSTOMER NAME:

PO#:

SALES ORDER #:

ENTERED BY:

ENGRAVING PROOF - BENCHES													
Maximum number of characters per board:			4 foot – 25			5 foot – 30			6 foot – 35			8 foot - 45	
Print EXACTLY as you wish engraving to appear (upper/lower case, spelling, etc.) - lettering will be centered													
1 st Board (Available for ALL benches)													
M i k e & L o r i P o r s c h													
2 nd Board (Available for Dura, Malibu, Rock Island, Traditional and Trail)													
A l y s s a N a t e & J a k e													
3 rd Board (Available for Dura, Malibu, Traditional and Trail)													
4 th Board (Available for Dura and Malibu only)													
*Notes: 1) We recommend that only the front of 1 board be engraved on flat benches. 2) The Mesa bench can only be engraved on the seat surface.													
BENCH STYLE			x Malibu										
BENCH SIZE			x 6'										
PAINT FILL			x Black										
FONT			x										
**SPECIAL INSTRUCTIONS / CORRECTIONS:													
PLEASE NOTE: ORDERS WILL NOT BE PROCESSED UNTIL ENGRAVING PROOF IS SIGNED AND RETURNED. PLEASE EMAIL SIGNED COPY TO: orders@plasticrecycling.us or FAX 641-648-5074													
SIGNATURE:						DATE:							
OFFICE USE ONLY													

Maximum number of characters per board:	4 foot – 25	5 foot – 30	6 foot – 35	8 foot – 45
---	-------------	-------------	-------------	-------------

Print **EXACTLY** as you wish engraving to appear (upper/lower case, spelling, etc.) - *lettering will be centered*

1st Board (Available for ALL benches)														
M	i	k	e	&	L	o	r	i	P	o	r	s	c	h

[illegible][illegible][illegible]

*Notes: 1) We recommend that only the front of 1 board be engraved on flat benches. 2) The Mesa bench can only be engraved on the seat surface.

BENCH STYLE	X	<i>Malibu</i>
BENCH SIZE	X	<i>6'</i>
PAINT FILL	X	<i>Black</i>
FONT	X	

BENCH STYLE X *Nalibu* **SPECIAL INSTRUCTIONS / CORRECTIONS:

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PLEASE EMAIL SIGNED COPY TO: orders@plasticrecycling.us or FAX 641-648-5074

SIGNATURE:	DATE:
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OFFICE USE ONLY			
CUSTOMER NAME:	PO#:	SALES ORDER #:	ENTERED BY:

CUSTOMER NAME:	PO#:	SALES ORDER #:	ENTERED BY:

CUSTOMER NAME:	PO#:	SALES ORDER #:	ENTERED BY:

CUSTOMER NAME:	PO#:	SALES ORDER #:	ENTERED BY:



Storm Lake, IA

Budget Report Account Summary

For Fiscal: 2021-2022 Period Ending: 06/30/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 301 - Capital Improvement Projects							
Expense							
<u>301-6900-08-6799</u>	Undesignated Capital	5,061,200.00	5,061,200.00	0.00	1,099,521.91	3,961,678.09	78.28 %
Budget Detail							
Description		Units	Price	Amount			
Alliant Energy Agreement Infrastructure		0.00	0.00	150,000.00			
Fiber Line Installation		0.00	0.00	800,000.00			
Hwy 7/110 Traffic Lane & Signalization		0.00	0.00	1,440,000.00			
Infrastructure Management Plan		0.00	0.00	18,000.00			
Oneida Street to Milwaukee Reconstruction (Eng)		0.00	0.00	116,500.00			
Oneida To Milwaukee Reconstruction (Const)		0.00	0.00	2,183,500.00			
Richland Phase 2		0.00	0.00	353,200.00			
Expense Total:		5,061,200.00	5,061,200.00	0.00	1,099,521.91	3,961,678.09	78.28 %
Fund: 301 - Capital Improvement Projects Total:		5,061,200.00	5,061,200.00	0.00	1,099,521.91	3,961,678.09	78.28 %
Report Total:		5,061,200.00	5,061,200.00	0.00	1,099,521.91	3,961,678.09	78.28 %



Purchase Order#

2022-049

(Assigned by Finance Dept. upon approval.)

Purchase Order

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

Vendor InformationCompany Joyce's Greenery

Attn: _____

Address 6391 90th Ave

Address _____

City Storm LakeState Iowa Zip/Postal Code 50588E-mail joycesgreenery@gmail.comPhone Number 712-732-7788Fax Number 712-732-6086Requested Purchase Date: Aug 31, 2021

Account #'s:

Amounts:

#1: 301-6900-08-6799\$3,658.00

#2: _____

#3: _____

#4: _____

Description	Budget Amt.	Quantity	Unit Price	Amount
SLHS Courtyard Project- Softscape (Planting) Services		1	\$3,658.00	\$3,658.00
Per Quote Attached				
Proposed to Council 9/7/2021				
☒ Bids/Quotes Attached Shipping Costs ☐ Estimated ☐ Actual			Total	\$3,658.00
Department <u>Tyler Gibbins</u> Head Signature _____ Digitally signed by Tyler Gibbins DN: cn=Tyler Gibbins, o=City of Storm Lake, ou=Staff Accountant, email=gibbins@stormlake.org, c=US Date: 2021.08.31 14:02:22 -05'00'			Shipping Charges	
Date: <u>Aug 31, 2021</u>			Purchase Order Total	\$3,658.00

Finance Department Only**Timeline Approval****Purchase Order**Date Received: Aug 31, 2021Approved Purchase Date Aug 31, 2021Date Received: Aug 31, 2021Date Returned: Aug 31, 2021☐ W9 NeededDate Returned: Aug 31, 2021**Line Item Budget****Department Budget**Line Item Budget 5,061,200Overall Department Budget 5,061,200Authorized PO's \$ 0.00Authorized PO's \$ 0.00Line Item Authorized 5,061,200Authorized YTD Budget 5,061,200YTD Expenditures 1,099,521.91YTD Expenditures 1,099,521.91Approved by Tyler GibbinsDigitally signed by Tyler Gibbins
DN: cn=Tyler Gibbins, o=City of Storm Lake, ou=Staff
Accountant, email=gibbins@stormlake.org, c=US
Date: 2021.08.31 14:03:08 -05'00'Date: Aug 31, 2021**Administrative Approval**

Authorized By _____

☒ Approved **WITHIN** Adopted Budget\$3,658.00

Date: _____

☐ Not Approved _____☐ Approved **OUTSIDE** Adopted Budget

Joyce's Greenery

Garden Center & Landscaping Services

Bid

Bid 10800

DATE 8/19/2021

MAILING
INFO

JOYCE'S GREENERY

6391 90TH AVE

STORM LAKE, IA 50588

P: (712) 732-7788 F: (712) 732-6086

JOYCE: (712) 299-2715 BILL: (712) 299-6668

EMAIL

JOYCESGREENERY@GMAIL.COM

WEBSITE JOYCESGREENERY.COM

BILL
TO

Name Storm lake High Scho

Customer ID: Courtyard

Street Address

City, ST ZIP

Phone:

DESCRIPTION	QTY	RATE	AMOUNT
2in Trees (Skyline Honey locust and Ironwood	2.00	\$425.00	850.00
Dwarf Honeysuckle Bush #2cont.	8.00	\$65.00	520.00
Muskingum Dogwood #3 cont.	4.00	\$75.00	300.00
1 Gallon Perennials	71.00	\$28.00	1,988.00
- Blue Heaven Little Blue Stem, Butterfly flower, Purple Coneflower			-
- Prairie Blazing Star, Wild Bergamot, Red Switch Grass			-
- Black-Eyed Susan, Prairie Dropseed, Little Bluestem			-
			-
Labor is included in pricing with a 2 year warrenty			-
			-
			-
			-
Labor	Labor hours		-

SUBTOTAL \$ 3,658.00

Discount Rate (If Applicable) 0%

DISCOUNT \$ -

OTHER COMMENTS

TAX RATE 7%

1. Total payment due in 30 days, 5% Surcharge added to accounts past 30 days

TAX \$ 256.06

2. Minimum charge \$2.00

LABOR \$ -

3. Please include the invoice number on your check

TOTAL \$ 3,914.06

Make all checks payable to:

Joyce's Greenery

Thank You For Your Business!

Staff Summary

9/7/2021

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: Scott Olesen, Building & Code Compliance Director

SUBJECT: **Resolution No. 20-R-2021-2022 Setting A Public Hearing On A Proposal To Amend The City Code By Updating The Referenced Construction Codes and Standards To The Most Recent Editions.**

BACKGROUND:

The City Code adopts by reference the International Building, Residential, Fire, Energy, and Mechanical Codes, as well as the Uniform Plumbing Code and National Electrical Code.

These codes are produced by the International Code Council, the National Fire Protection Association, and the International Association of Plumbing and Mechanical Officials. Each of these organizations updates their codes on a three year cycle.

At this time, City staff is proposing to update from the 2015 versions of the International Building, Fire, Residential, and Mechanical codes, as well as the Uniform Plumbing Code to the 2021 version. The State of Iowa has adopted the 2012 International Energy Code so we will follow suit. The National Electrical Code is on a different three year cycle and therefore we will be updating to the 2020 National Electrical Code.

Updating to the current code editions will bring the City into line with the codes adopted by the State of Iowa and other jurisdictions. Additionally, the City of Storm Lake is reviewed every three years by the Insurances Services Offices (ISO), which provides ratings for building departments which is then used for setting insurance rates. A City's ISO rating is also used by FEMA in responding to natural disasters. Adopting more current codes will help to maintain our current rating.

Council must hold a Public Hearing on the proposed amendments

to the current City Code. The Hearing will be held at the regular Council meeting at 5:00PM Monday, September 20th, 2021 at City Hall.

FISCAL IMPACT: Legal fees and publication are estimated to be \$500.00

RECOMMENDATION: Adopt Resolution No. 20-R-2021-2022 Set the Public Hearing for Monday, September 20, 2021 at 5:00PM

ATTACHMENTS:

Description		Type
▢	Public Hearing	Backup Material
▢	Resolution No. 20-R-2021-2022	Resolution

NOTICE TO THE PUBLIC

Notice is hereby given to all residents of the City of Storm Lake, Iowa that the City Council will hold a hearing during its regular meeting commencing at 5:00 p.m. on September 20, 2021, at the Council Chambers in Storm Lake, Iowa, for the purpose of considering a proposal previously adopted by Resolution to adopt by reference parts or all of certain statewide or nationally recognized standard codes as part of an Ordinance amending and updating the City's Building Code, Plumbing Code, Electrical Code, Mechanical Code, Residential Building Code, Fire Code, and Housing Code. The Resolution is as follows:

RESOLUTION SETTING HEARING ON A PROPOSAL TO ADOPT BY REFERENCE PARTS OR ALL OF CERTAIN STATEWIDE OR NATIONALLY RECOGNIZED STANDARD CODES AS PART OF AN ORDINANCE AMENDING THE CITY'S BUILDING CODE, PLUMBING CODE, ELECTRICAL CODE, MECHANICAL CODE, RESIDENTIAL BUILDING CODE, FIRE CODE, AND HOUSING CODE; AND PRESCRIBING NOTICE

WHEREAS, the City Council of the City of Storm Lake, Iowa has, from time to time, adopted by reference the provisions of certain statewide or nationally recognized standard codes or portions of such codes by ordinances which identify the codes by subject matter, source, and date, without setting them forth in full, as permitted by Iowa Code Section 380.10;

WHEREAS, the City's Building Code, Plumbing Code, Electrical Code, Mechanical Code, Residential Building Code, Fire Code, and Housing Code are included among such codes that are adopted in whole or part by reference to statewide or nationally recognized standard codes and portions of the Code of Iowa;

WHEREAS, the City Council now intends to consider adopting an ordinance

that amends and updates such codes by reference to updated statewide or nationally recognized standard codes;

WHEREAS, the updated statewide or nationally recognized standard codes to be adopted in whole or part by reference include the International Building Code, 2021 Edition; the Uniform Plumbing Code, 2021 Edition; the National Electrical Code, 2020 Edition; the International Mechanical Code, 2021 Edition; the International Residential Code, 2021 Edition; the Uniform Housing Code, 1994 Edition (by its references to portions of the other Codes set forth herein); and the International Fire Code, 2021 Edition;

WHEREAS, Iowa Code Section 380.10 requires the Council to hold a public hearing on any proposed standard code or on the portion of the standard code to be adopted by reference; and

WHEREAS, copies of the standard codes or portions thereof proposed to be adopted by reference are available for review by members of the public at the office of the City Clerk of the City of Storm Lake, City Hall, 620 Erie Street, Storm Lake, Iowa.

NOW, THEREFORE, be it hereby resolved that this proposal to adopt by reference parts or all of such statewide or nationally recognized standard codes as part of an Ordinance amending the City's Building Code, Plumbing Code, Electrical Code, Mechanical Code, Residential Building Code, Fire Code, and Housing Code shall be scheduled for a public hearing at the Council Chambers at City Hall at the regular council meeting scheduled September 20, 2021, at 5:00 p.m. The City Clerk is directed to have a copy of this Resolution published in the Storm Lake Pilot

Tribune on a date not less than four (4) days nor more than twenty (20) days prior to said meeting. The City Clerk is further directed to have available in the City Clerk's office at the Clerk's address shown above copies of the standard codes or portions thereof proposed to be adopted by reference for review by members of the public.

Passed and approved this 7th day of September, 2021.

/s/ Michael Porsch
Michael Porsch, Mayor

ATTEST:

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

You are hereby advised of your right to be present at the Council meeting at 5:00 p.m., September 20, 2021, at the City Hall in Storm Lake, Iowa to speak in favor of or in opposition to the proposal to adopt by reference parts or all of certain statewide or nationally recognized standard codes as part of an Ordinance amending the City's Building Code, Plumbing Code, Electrical Code, Mechanical Code, Residential Building Code, Fire Code, and Housing Code. Copies of the standard codes or portions thereof proposed to be adopted by reference are available for review by members of the public at the office of the City Clerk of the City of Storm Lake, City Hall, 620 Erie Street, Storm Lake, Iowa.

Mayra A. Martinez, City Clerk for the City of Storm Lake

RESOLUTION NO. 20-R-2021-2022

RESOLUTION SETTING HEARING ON A PROPOSAL TO ADOPT BY REFERENCE PARTS OR ALL OF CERTAIN STATEWIDE OR NATIONALLY RECOGNIZED STANDARD CODES AS PART OF AN ORDINANCE AMENDING THE CITY'S BUILDING CODE, PLUMBING CODE, ELECTRICAL CODE, MECHANICAL CODE, RESIDENTIAL BUILDING CODE, FIRE CODE, AND HOUSING CODE; AND PRESCRIBING NOTICE

WHEREAS, the City Council of the City of Storm Lake, Iowa has, from time to time, adopted by reference the provisions of certain statewide or nationally recognized standard codes or portions of such codes by ordinances which identify the codes by subject matter, source, and date, without setting them forth in full, as permitted by Iowa Code Section 380.10;

WHEREAS, the City's Building Code, Plumbing Code, Electrical Code, Mechanical Code, Residential Building Code, Fire Code, and Housing Code are included among such codes that are adopted in whole or part by reference to statewide or nationally recognized standard codes and portions of the Code of Iowa;

WHEREAS, the City Council now intends to consider adopting an ordinance that amends and updates such codes by reference to updated statewide or nationally recognized standard codes;

WHEREAS, the updated statewide or nationally recognized standard codes to be adopted in whole or part by reference include the International Building Code, 2021 Edition; the Uniform Plumbing Code, 2021 Edition; the National Electrical Code, 2020 Edition; the International Mechanical Code, 2021 Edition; the International Residential Code, 2021 Edition; the Uniform Housing Code, 1994 Edition (by its references to portions of the other Codes set forth herein); and the International Fire Code, 2021 Edition;

WHEREAS, Iowa Code Section 380.10 requires the Council to hold a public hearing on any proposed standard code or on the portion of the standard code to be adopted by reference; and

WHEREAS, copies of the standard codes or portions thereof proposed to be adopted by reference are available for review by members of the public at the office of the City Clerk of the City of Storm Lake, City Hall, 620 Erie Street, Storm Lake, Iowa.

NOW, THEREFORE, be it hereby resolved that this proposal to adopt by reference parts or all of such statewide or nationally recognized standard codes as part of an Ordinance amending the City's Building Code, Plumbing Code, Electrical Code, Mechanical Code, Residential Building Code, Fire Code, and Housing Code shall be scheduled for a public hearing at the Council Chambers at City Hall at the regular council meeting scheduled September 20, 2021, at 5:00 p.m. The City Clerk is directed to have a copy of this Resolution published in the Storm Lake Pilot Tribune on a date not less than four (4) days nor more than twenty (20) days prior to said meeting. The City Clerk is further directed to have available in the City Clerk's office at the Clerk's address shown above copies of the standard codes or portions thereof proposed to be adopted by reference for review by members of the public.

Passed and approved this 7th day of September, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

9/7/2021

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: Scott Olesen, Building & Code Compliance Director

SUBJECT: **Resolution No. 21-R-2021-2022 Approving Change Order Nos. 1-5 of the Oneida Street Reconstruction Project, Phase 1**

BACKGROUND: The project provides for the reconstruction of Oneida Street from Highway 7 (East Milwaukee Avenue) to East Railroad Street and includes the removal of a 70+ year old collector road and replacement with new 31-foot-wide concrete surfacing and associated subdrains. The construction contract has an estimated value of \$1,905,092.12 based on the received bid from the contractor, Hulstein Excavating. The Engineer's estimate for the project was \$2,128,956.00.

Resultant of unforeseen conditions and other factors described in the following, five change orders are provided for consideration:

Change Order No. 1 – Removal of pavement thickness incentive provisions

Change Order No. 2 – Supplemental traffic control devices required by the DOT on E. Milwaukee and additional sanitary sewer components located at the 4th Street intersection

Change Order No. 3 – Additional sanitary sewer components and 5th Street roadway reconstruction to serve discovered sewer services located at 425 E. 5th Street and 540 Oneida Street

Change Order No. 4 – Additional sanitary sewer components to serve discovered sewer service located at 800 Oneida Street

Change Order No. 5 – Additional flushing device to serve future operational and maintenance activities for the water system

These change orders will add 21 working days to the contractual construction duration, for a total of 151 working days.

FISCAL IMPACT:

The current estimated value of the contract is \$1,905,092.12 with 0 previous change orders. This change order will result in a \$127,798.00 increase to the contract, for an estimated value of \$2,032,890.12

RECOMMENDATION:

Approve Resolution 21-R-2021-2022 Approving Change Order Nos. 1-5 of the Oneida Street Reconstruction Project, Phase 1.

ATTACHMENTS:

Description	Type
▣ Resolution No. 21-R-2021-2022	Resolution
▣ Change Order No. 1	Change Order
▣ Change Order No. 2	Change Order
▣ Change Order No. 3	Change Order
▣ Change Order No. 4	Change Order
▣ Change Order No. 5	Change Order

RESOLUTION NO. 21-R-2021-2022

RESOLUTION ADOPTING CHANGE ORDER NO's. 1 THROUGH 5 FOR THE ONEIDA STREET RECONSTRUCTION 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 Oneida Street Reconstruction 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 \$1,905,092.12 was awarded to Hulstein Excavation, Inc. 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 – Removal of pavement thickness incentive provisions

Section 2. To approve Change Order No. 2 – Supplemental traffic control devices required by the DOT on E. Milwaukee and additional sanitary sewer components located at the 4th Street intersection

Section 3. To approve Change Order No. 3 – Additional sanitary sewer components and 5th Street roadway reconstruction to serve discovered sewer services located at 425 E. 5th Street and 540 Oneida Street

Section 4. To approve Change Order No. 4 – Additional sanitary sewer components to serve discovered sewer service located at 800 Oneida Street

Section 5. To approve Change Order No. 5 – Additional flushing device to serve future operational and maintenance activities for the water system

Section 6. To approve Change Order No. 1 through 5 to an increase of \$127,798.00 to the contract for a Total Contract Amount of \$2,032,890.12

Section 7. That the Mayor and Clerk are hereby directed to execute this Change Order No. 1 through 5.

PASSED AND APPROVED this 7th day of September, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

CHANGE ORDER
For Local Public Agency Projects

No.: 1

Non-Substantial: ☐

May 17, 2021

Substantial: ☒

Administering Office
Concurrence Date

Accounting ID No. (5-digit number): 37346

Project Number: STBG-SWAP-7422(618)--SG-11

Contract Work Type: PCC Pavement - Grade and New

Local Public Agency: City of Storm Lake, Iowa

Contractor: Hulstein Excavating, Inc.

Date Prepared: May 17, 2021

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

MUTUAL BENEFIT / Removal of the following Standard Specifications from the Contract Documents.

Standard Specification 2301.04 A. 2. a.

Standard Specification 2301.04 A. 2. b.

Standard Specification 2301.05 A. 2. Table 2301.05-1: Payment Schedule for Quantities of Pavement.

B - Reason for change:

MUTUAL BENEFIT / As per the request of the Project Engineer representing the City of Storm Lake, Iowa removing the following Standard Specifications from the Contract Documents.

Standard Specification 2301.04 A. 2. a.

Standard Specification 2301.04 A. 2. b.

Standard Specification 2301.05 A. 2. Table 2301.05-1: Payment Schedule for Quantities of Pavement

Confirmation of pavement thickness will be accomplished by the Project Engineer utilizing grade checks prior to concrete placement and plastic concrete probing methods.

No change will be made to the contract period (130.0 working days) or the original contract unit prices with the execution of this document (Change Order #1).

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

N.A.

D - Justification for cost(s) (See I.M. 6.000, Attachment D, Chapter 2.36, for acceptable justification):

N.A.

E - Contract time adjustment:

☒ No Working Days added

☐ Working Days added: _____

☐ Unknown at this time

Justification for selection:

N.A.

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
				Add Row	Delete Row	TOTAL

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
					Add Row	Delete Row	TOTAL

H. Signatures

Signatures will be applied through DocExpress.

Doc Express® Document Signing History

Contract: 11-7422-618-A Document: CO 1 (618)

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
05/18/2021	Travis Hulstein Hulstein Excavating Inc Electronic Signature (Approved by Contractor)
08/31/2021	Josh Pope Bolton & Menk, Inc - Des Moines Electronic Signature (Recommended by Engineer / Approved)
	(Approved by PIRC (when applicable))
	(Approved by Administering Office or designee)
	(Approved by FHWA (when applicable))

CHANGE ORDER
For Local Public Agency Projects

No.: 2

Non-Substantial: ☒

May 17, 2021

Substantial: ☐

Administering Office
Concurrence Date

Accounting ID No. (5-digit number): 37346

Project Number: STBG-SWAP-7422(618)--SG-11

Contract Work Type: PCC Pavement - Grade and New

Local Public Agency: City of Storm Lake, Iowa

Contractor: Hulstein Excavating, Inc.

Date Prepared: May 17, 2021

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

8001 / New Item / Sanitary Sewer Service Relocation, Preformed In-line PVC Wye, 4 In. on 8 In..

8002 / New Item / Traffic Control (Additional).

B - Reason for change:

8001 / Plan change by Project Engineer, adding an item for Sanitary Sewer Relocation, Preformed In-line PVC Wye, 4 In. on 8 In. to address a modified connection to existing service lines for two locations at Sta.104+70.

8002 / Plan change by Project Engineer, adding an item for Traffic Control (Additional) to address additional signage requests from the Iowa DOT District 3 Traffic Technician associated with the detour route on the Primary Highway System.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

8001 / New Item (Sanitary Sewer Relocation, Preformed In-line PVC Wye, 4 In. on 8 In.) 2.000 EACH @ \$800.000/EACH = \$1,600.00.

8002 / New Item (Traffic Control (Additional)) 1,800.000 LS @ \$1.000/LS = \$1,800.00.

D - Justification for cost(s) (See I.M. 6.000, Attachment D, Chapter 2.36, for acceptable justification):

8001-8002 / Based on quote from Prime Contractor and accepted as reasonable compared to average unit prices by Project Engineer. Complete documentation located in Doc Express/Project File.

E - Contract time adjustment: ☒ No Working Days added

☐ Working Days added: _____ ☐ Unknown at this time

Justification for selection:
N.A.

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
				Add Row	Delete Row	TOTAL

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
	x	8001	2504-0220000	Sanitary Sewer Service Relocation, Preformed In-line PVC Wye, 4 In. on 8 In.	\$800.00	2.000	\$1,600.00
	x	8002	2528-8445110	Traffic Control (Additional)	\$1.00	1,800.000	\$1,800.00
					Add Row	Delete Row	TOTAL
							\$3,400.00

H. Signatures

Signatures will be applied through DocExpress.

Doc Express® Document Signing History

Contract: 11-7422-618-A Document: CO 2 (618)

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
05/18/2021	Travis Hulstein Hulstein Excavating Inc Electronic Signature (Approved by Contractor)
08/31/2021	Josh Pope Bolton & Menk, Inc - Des Moines Electronic Signature (Recommended by Engineer / Approved)
	(Approved by PIRC (when applicable))
	(Approved by Administering Office or designee)
	(Approved by FHWA (when applicable))

CHANGE ORDER
For Local Public Agency Projects

No.: 3

Non-Substantial: ☒

Aug 24, 2021

Substantial: ☐

Administering Office
Concurrence Date

Accounting ID No. (5-digit number):37346

Project Number: STBG-SWAP-7422(618)--SG-11

Contract Work Type: PCC Pavement - Grade and New

Local Public Agency: City of Storm Lake, Iowa

Contractor: Hulstein Excavating, Inc.

Date Prepared: August 24, 2021

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

- 7001 / Increase Line Item #0040 / Special Compaction of Subgrade.
- 7002 / Increase Line Item #0050 / Modified Subbase.
- 7003 / Increase Line Item #0080 / Standard or Slip Form Portland Cement Concrete Pavement, Class A, Class 3 Durability, 7 In..
- 7004 / Increase Line Item #0360 / Removal of Pavement.
- 7005 / Increase Line Item #0770 / ('Tons' Item) Granular Subbase.
- 7006 / Increase Line Item #0790 / Mulching, Bonded Fiber Matrix.
- 7007 / Increase Line Item #0810 / Hydraulic Seeding.
- 8003 / New Item / Manhole, Sanitary Sewer, SW-301, 48 In. (Non-Participating).
- 8004 / New Item / Sanitary Sewer Gravity Main, Trenched, Polyvinyl Chloride Pipe (PVC), 8 In. (Non-Participating).
- 8005 / New Item / Sanitary Sewer Service Stub, Polyvinyl Chloride Pipe (PVC), 6 In. (Non-Participating).
- 8006 / New Item / Sanitary Sewer Service Relocation, Preformed In-line PVC Wye, 8 In. on 6 In. (Non-Participating).
- 8007 / New Item / Mobilization (Additional).
- 8008 / New Item / ('Each' Item) Connect to Existing Sanitary Sewer (Manhole) (Non-Participating).

B - Reason for change:

- 7001 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
- 7002 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
- 7003 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
- 7004 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
- 7005 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
- 7006 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
- 7007 / Plan change by Project Engineer, increasing the contract quantity to the actual measured constructed quantity.
- 8003 / Plan change by Project Engineer, adding an item for Manhole, Sanitary Sewer, SW-301, 48 In. (Non-Participating) to address an existing sanitary sewer service conflict not identified on the Project Plan at the intersection of 5th. Street and Oneida Street near STA. 111+75.
- 8004 / Plan change by Project Engineer, adding an item for Sanitary Sewer Gravity Main, Trenched, Polyvinyl Chloride Pipe (PVC), 8 In. (Non-Participating) to address an existing sanitary sewer service conflict not identified on the Project Plan at the intersection of 5th. Street and Oneida Street near STA. 111+75.
- 8005 / Plan change by Project Engineer, adding an item for Sanitary Sewer Service Stub, Polyvinyl Chloride Pipe (PVC), 6 In. (Non-Participating) to address an existing sanitary sewer service conflict not identified on the Project Plan at the intersection of 5th. Street and Oneida Street near STA. 111+75.
- 8006 / Plan change by Project Engineer, adding an item for Sanitary Sewer Relocation, Preformed In-line PVC Wye, 8 In. on 6 In. (Non-Participating) to address an existing sanitary sewer service conflict not identified on the Project Plan at the intersection of 5th. Street and Oneida Street near STA. 111+75.
- 8007 / Plan change by Project Engineer, adding an item for Mobilization (Additional) to address an existing sanitary sewer service conflict not identified on the Project Plan at the intersection of 5th. Street and Oneida Street near STA. 111+75.
- 8008 / Plan change by Project Engineer, adding an item for ('Each' Item) Connect to Existing Sanitary Sewer (Manhole) (Non-Participating) to address an existing sanitary sewer service conflict not identified on the Project Plan at the intersection of 5th. Street and Oneida Street near STA. 111+75.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

- 7001 / Increase (Contract Line Item #0040 Special Compaction of Subgrade) 1.600 STA @ \$1,000.000/STA = \$1,600.00.
- 7002 / Increase (Contract Line Item #0050 Modified Subbase) 104.000 CY @ \$38.000/CY = \$3,952.00.
- 7003 / Increase (Contract Line Item #0080 Standard or Slip Form Portland Cement Concrete Pavement, Class A, Class 3 Durability, 7 In.) 551.000 SY @ \$45.000/SY = \$24,795.00.
- 7004 / Increase (Contract Line Item #0360 Removal of Pavement) 534.000 SY @ \$5.500/SY = \$2,937.00.

7005 / Increase (Contract Line Item #0770 ('Tons' Item) Granular Subbase) 374.000 TON @ \$22.500/TON = \$8,415.00.
7006 / Increase (Contract Line Item #0790 Mulching, Bonded Fiber Matrix) 0.100 ACRE @ \$2,850.000/ACRE = \$285.00.
7007 / Increase (Contract Line Item #0810 Hydraulic Seeding) 0.100 ACRE @ \$5,000.000/ACRE = \$500.00.
8003 / New Item (Manhole, Sanitary Sewer, SW-301, 48 In. (Non-Participating)) 1.000 EACH @ \$6,300.000/EACH = \$6,300.00.
8004 / New Item (Sanitary Sewer Gravity Main, Trenched, Polyvinyl Chloride Pipe (PVC), 8 In. (Non-Participating)) 222.000 LF @ \$109.000/LF = \$24,198.00.
8005 / New Item (Sanitary Sewer Service Stub, Polyvinyl Chloride Pipe (PVC), 6 In. (Non-Participating)) 124.000 LF @ \$72.000/LF = \$8,928.00.
8006 / New Item (Sanitary Sewer Service Relocation, Preformed In-line PVC Wye, 8 In. on 6 In. (Non-Participating)) 2.000 EACH @ \$1,050.000/EACH = \$2,100.00.
8007 / New Item (Mobilization (Additional)) 13,000.000 LS @ \$1.000/LS = \$13,000.00.
8008 / New Item (('Each' Item) Connect to Existing Sanitary Sewer (Manhole) (Non-Participating)) 1.000 EACH @ \$2,800.000/EACH = \$2,800.00.

D - Justification for cost(s) (See I.M. 6.000, Attachment D, Chapter 2.36, for acceptable justification):

7001-7007 / N.A. (Contract Unit Price).

8003-8008 / Based on quote from Prime Contractor and accepted as reasonable compared to average unit prices by Project Engineer. Complete documentation located in Doc Express/Project File.

E - Contract time adjustment: ☐ No Working Days added ☒ Working Days added: 15.0 ☐ Unknown at this time

Justification for selection:

Agreement between Prime Contractor and Project Engineer as a reasonable time frame to complete the additional work.
With the execution of this document the Contract Period will be modified to 145.0 Work Days.

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
	x	0040	Special Compaction of Subgrade	\$1,000.00	1.600	\$1,600.00
	x	0050	Modified Subbase	\$38.00	104.000	\$3,952.00
	x	0080	Standard or Slip Form Portland Cement Concrete Pavement, Class A, Class 3 Durability, 7 In.	\$45.00	551.000	\$24,795.00
	x	0360	Removal of Pavement	\$5.50	534.000	\$2,937.00
	x	0770	('Tons' Item) Granular Subbase	\$22.50	374.000	\$8,415.00
	x	0790	Mulching, Bonded Fiber Matrix	\$2,850.00	0.100	\$285.00
	x	0810	Hydraulic Seeding	\$5,000.00	0.100	\$500.00
	x	0810				
				Add Row	Delete Row	TOTAL
						\$42,484.00

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
	x	8003	2435-0130148	Manhole, Sanitary Sewer, SW-301, 48 In. (Non-Participating)	\$6,300.00	1.000	\$6,300.00
	x	8004	2504-0114008	Sanitary Sewer Gravity Main, Trenched, Polyvinyl Chloride Pipe (PVC), 8 In. (Non-Participating)	\$109.00	222.000	\$24,198.00
	x	8005	2504-0200406	Sanitary Sewer Service Stub, Polyvinyl Chloride Pipe (PVC), 6 In. (Non-Participating)	\$72.00	124.000	\$8,928.00
		8006	2504-0220000	Sanitary Sewer Service Relocation, Preformed In-line PVC Wye, 8 In. on 6 In. (Non-Participating)	\$1,050.00	2.000	\$2,100.00
	x	8007	2533-4980005	Mobilization (Additional)	\$1.00	13,000.000	\$13,000.00
	x	8008	2599-9999005	('Each' Item) Connect to Existing Sanitary Sewer (Manhole) (Non-Participating)	\$2,800.00	1.000	\$2,800.00
			Add Row	Delete Row	TOTAL		\$57,326.00

Signatures will be applied through DocExpress.

Doc Express® Document Signing History

Contract: 11-7422-618-A Document: CO 3 (618)

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
08/30/2021	Travis Hulstein Hulstein Excavating Inc Electronic Signature (Approved by Contractor)
08/31/2021	Josh Pope Bolton & Menk, Inc - Des Moines Electronic Signature (Recommended by Engineer / Approved)
	(Approved by PIRC (when applicable))
	(Approved by Administering Office or designee)
	(Approved by FHWA (when applicable))

CHANGE ORDER
For Local Public Agency Projects

No.: 4

Non-Substantial: ☒

Aug 24, 2021

Substantial: ☐Administering Office
Concurrence Date

Accounting ID No. (5-digit number):37346

Project Number: STBG-SWAP-7422(618)--SG-11

Contract Work Type: PCC Pavement - Grade and New

Local Public Agency: City of Storm Lake, Iowa

Contractor: Hulstein Excavating, Inc.

Date Prepared: August 24, 2021

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

- 8009 / New Item / Manhole, Sanitary Sewer, SW-301, 48 In. (Non-Participating).
8010 / New Item / Sanitary Sewer Gravity Main, Trenched, Polyvinyl Chloride Pipe (PVC), 6 In. (Non-Participating).
8011 / Sanitary Sewer Service Relocation, through Manhole (6 In. PVC DR18 Sanitary Sewer Inside 12 In. DIP Casing including Chocks) (Non-Participating).
8012 / New Item / Sanitary Sewer Clean-out (Dual 6 In. SDR 26 with Casting) (Non-Participating).
8013 / New Item / Mobilization (Additional) (Non-Participating).
8014 / New Item / ('Each' Item) Connect to Existing Sanitary Sewer (Non-Participating).

B - Reason for change:

- 8009 / Plan change by Project Engineer, adding an item for Manhole, Sanitary Sewer, SW-301, 48 In. (Non-Participating) to address an existing sanitary and storm sewer service conflict not identified on the Project Plan at the intersection of 7th. Street and Oneida Street near STA. 120+50.
8010 / Plan change by Project Engineer, adding an item for Sanitary Sewer Gravity Main, Trenched, Polyvinyl Chloride Pipe (PVC), 6 In. (Non-Participating) to address an existing sanitary and storm sewer service conflict not identified on the Project Plan at the intersection of 7th. Street and Oneida Street near STA. 120+50.
8011 / Plan change by Project Engineer, adding an item for Sanitary Sewer Service Relocation, through Manhole (6 In. PVC DR18 Sanitary Sewer Inside 12 In. DIP Casing including Chocks) (Non-Participating) to address an existing sanitary and storm sewer service conflict not identified on the Project Plan at the intersection of 7th. Street and Oneida Street near STA. 120+50.
8012 / Plan change by Project Engineer, adding an item for Sanitary Sewer Clean-out (Dual 6 In. SDR 26 with Casting) (Non-Participating) to address an existing sanitary and storm sewer service conflict not identified on the Project Plan at the intersection of 7th. Street and Oneida Street near STA. 120+50.
8013 / Plan change by Project Engineer, adding an item for Mobilization (Additional) (Non-Participating) to address an existing sanitary and storm sewer service conflict not identified on the Project Plan at the intersection of 7th. Street and Oneida Street near STA. 120+50.
8014 / Plan change by Project Engineer, adding an item for ('Each' Item) Connect to Existing Sanitary Sewer (Non-Participating) to address an existing sanitary and storm sewer service conflict not identified on the Project Plan at the intersection of 7th. Street and Oneida Street near STA. 120+50.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

- 8009 / New Item (Manhole, Sanitary Sewer, SW-301, 48 In. (Non-Participating)) 1.000 EACH @ \$6,500.000/EACH = \$6,500.00.
8010 / New Item (Sanitary Sewer Gravity Main, Trenched, Polyvinyl Chloride Pipe (PVC), 6 In. (Non-Participating)) 64.000 LF @ \$42.000/LF = \$2,688.00.
8011 / New Item (Sanitary Sewer Service Relocation, through Manhole (6 In. PVC DR18 Sanitary Sewer Inside 12 In. DIP Casing including Chocks) (Non-Participating)) 10.000 LF @ \$360.000/LF = \$3,600.00.
8012 / New Item (Sanitary Sewer Clean-out (Dual 6 In. SDR 26 with Casting) (Non-Participating)) 2.000 EACH @ \$2,000.000/EACH = \$4,000.00.
8013 / New Item (Mobilization (Additional) (Non-Participating)) 2,500.000 LS @ \$1.000/LS = \$2,500.00.
8014 / New Item (('Each' Item) Connect to Existing Sanitary Sewer (Non-Participating)) 2.000 EACH @ \$1,750.000/EACH = \$3,500.00.

D - Justification for cost(s) (See I.M. 6.000, Attachment D, Chapter 2.36, for acceptable justification):

8009-8014 / Based on quote from Prime Contractor and accepted as reasonable compared to average unit prices by Project Engineer. Complete documentation located in Doc Express/Project File.

E - Contract time adjustment: ☐ No Working Days added ☒ Working Days added: 5.0 ☐ Unknown at this time

Justification for selection:

Agreement between Prime Contractor and Project Engineer as a reasonable time frame to complete the additional work.

With the execution of this document the Contract Period will be modified to 150.0 Work Days.

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
				Add Row	Delete Row	TOTAL

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
	x	8009	2435-0130148	Manhole, Sanitary Sewer, SW-301, 48 In. (Non-Participating)	\$6,500.00	1.000	\$6,500.00
	x	8010	2504-0114006	Sanitary Sewer Gravity Main, Trenched, Polyvinyl Chloride Pipe (PVC), 6 In. (Non-Participating)	\$42.00	64.000	\$2,688.00
	x	8011	2504-0220000	Sanitary Sewer Service Relocation, through Manhole (6 In. PVC DR18 Sanitary Sewer Inside 12 In. DIP Casing including Chocks) (Non-Participating)	\$360.00	10.000	\$3,600.00
	x	8012	2504-0240145	Sanitary Sewer Clean-out (Dual 6 In. SDR 26 with Casting) (Non-Participating)	\$2,000.00	2.000	\$4,000.00
	x	8013	2533-4980005	Mobilization (Additional) (Non-Participating)	\$1.00	2,500.000	\$2,500.00
	x	8014	2599-9999005	('Each' Item) Connect to Existing Sanitary Sewer (Non-Participating)	\$1,750.00	2.000	\$3,500.00
			Add Row	Delete Row	TOTAL		\$22,788.00

H. Signatures

Signatures will be applied through DocExpress.

Doc Express® Document Signing History

Contract: 11-7422-618-A Document: CO 4 (618)

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
08/30/2021	Travis Hulstein Hulstein Excavating Inc Electronic Signature (Approved by Contractor)
08/31/2021	Josh Pope Bolton & Menk, Inc - Des Moines Electronic Signature (Recommended by Engineer / Approved)
	(Approved by PIRC (when applicable))
	(Approved by Administering Office or designee)
	(Approved by FHWA (when applicable))

CHANGE ORDER
For Local Public Agency Projects

No.: 5

Non-Substantial: ☒

Aug 24, 2021

Substantial: ☐

Administering Office
Concurrence Date

Accounting ID No. (5-digit number): 37346

Project Number: STBG-SWAP-7422(618)--SG-11

Contract Work Type: PCC Pavement - Grade and New

Local Public Agency: City of Storm Lake, Iowa

Contractor: Hulstein Excavating, Inc.

Date Prepared: August 24, 2021

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

8015 / New Item / Flushing Device, 6 In. (Non-Participating).

B - Reason for change:

8015 / Plan change by Project Engineer, adding an item for Flushing Device, 6 In. (Non-Participating) to address the installation of a flushing device at a dead end water main location in the south west corner of the intersection of 7th. Street and Oneida Street near STA. 120+50. Unit price includes all equipment, labor and materials required to extend the the existing water main and install the Flushing Device.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

8015 / New Item (Flushing Device, 6 In. (Non-Participating)) 1.000 EACH @ \$1,800.000/EACH = \$1,800.00.

D - Justification for cost(s) (See I.M. 6.000, Attachment D, Chapter 2.36, for acceptable justification):

8015 / Based on quote from Prime Contractor and accepted as reasonable compared to average unit prices by Project Engineer. Complete documentation located in Doc Express/Project File.

E - Contract time adjustment: ☐ No Working Days added ☒ Working Days added: 1.0 ☐ Unknown at this time

Justification for selection:

Agreement between Prime Contractor and Project Engineer as a reasonable time frame to complete the additional work.

With the execution of this document the Contract Period will be modified to 151.0 Work Days.

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
Add Row				Delete Row		TOTAL

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"		
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
	x	8015	2554-0211006	Flushing Device, 6 In. (Non-Participating)	\$1,800.00	1.000	\$1,800.00
					Add Row	Delete Row	TOTAL
							\$1,800.00

H. Signatures

Signatures will be applied through DocExpress.

Doc Express® Document Signing History

Contract: 11-7422-618-A Document: CO 5 (618)

This document is in the process of being signed by all required signatories using the Doc Express® service. Following are the signatures that have occurred so far.

Date	Signed By
08/30/2021	Travis Hulstein Hulstein Excavating Inc Electronic Signature (Approved by Contractor)
08/31/2021	Josh Pope Bolton & Menk, Inc - Des Moines Electronic Signature (Recommended by Engineer / Approved)
	(Approved by PIRC (when applicable))
	(Approved by Administering Office or designee)
	(Approved by FHWA (when applicable))

Staff Summary

9/7/2021

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: Ron Covert, Water Quality Operations Supervisor

SUBJECT: **Resolution No. 22-R-2021-2022 Approving Change Order No. 2 for the Memorial Lift Station Project**

BACKGROUND: With construction underway on the Memorial Lift Station project there have been some additional issues identified that require minor changes from the original design plans. Below is a summary of the items included in Change Order No. 2:

1. During the design phase, ISG planned for the Contractor to remove all the existing ceiling insulation throughout the entire facility and replace with new insulation. During construction, it was determined the ceiling insulation in the electrical/MCC room was still functioning properly and could remain in place. Therefore, a price deduct from the contract price was requested from the Contractor. The proposed change order decrease for this item will result in a cost savings of \$7,856.00. ISG supports the changes outlined in this item.

2. The scope of work for the lift station renovation includes the replacement of the motor control center (MCC) and electrical service between the utility transformer and the MCC. While coordinating this work with MidAmerican Energy, it was communicated to the electrical subcontractor that MidAmerican would like to replace the existing transformer due to its age and condition. It was also noted the existing transformer pad had been undermined by rodents, and MidAmerican was not comfortable using the existing pad. To facilitate this work and keep the lift station downtime to a minimum, it requires the Contractor to construct a new concrete transformer pad and electrical service entrance adjacent to the existing transformer. MidAmerican will cover the cost of the utility transformer. The Contractor has requested a contract increase of \$9,972.00 to construct the new

transformer pad and service entrance to meet MidAmerican requirements. ISG has reviewed the changes proposed by MidAmerican and Gridor Construction and would recommend Council approval of this item.

As outlined above, ISG recommends that the City of Storm Lake consider accepting Change Order No. 2 for a contract increase of \$2,116.00 to improve the overall scope of the project.

FISCAL IMPACT: Increase to total project cost of \$2,116.00

RECOMMENDATION: Adopt Resolution No. 22-R-2021-2022 Approving Change Order No. 2 for the Memorial Lift Station Project

ATTACHMENTS:

Description		Type
☐	Change Order No. 2	Change Order
☐	Resolution No.22-R-2021-2022	Resolution
☐	Recommendation	Backup Material

Date of Issuance: August 20, 2021

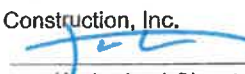
Effective Date: September 6, 2021

PROJECT: MEMORIAL LIFT STATION IMPROVEMENTS	ENGINEER'S PROJECT NUMBER: 19-22797
OWNER: CITY OF STORM LAKE	DATE OF CONTRACT: December 7, 2020
CONTRACTOR: GRIDOR CONSTRUCTION, INC.	OWNER'S CONTRACT NUMBER:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Item 1 is a cost deduct to keep the existing ceiling insulation in electrical room and not replace as originally planned.
Item 2 is to replace the electrical transformer pad and service entrance to accommodate a new transformer as requested by MidAmerican Energy.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$2,076,000.00	Original Contract Times: ☐ Working Days ☒ Calendar Days
Increase from previously approved Change Orders Number <u>0</u> to <u>1</u> \$23,612.00	Substantial Completion dates: <u>November 26th, 2021</u> Ready for Final Payment dates: <u>December 27th, 2021</u>
Contract Price prior to this Change Order: \$2,099,612.00	Increase from previously approved Change Orders Number <u>0</u> to <u>1</u> Substantial Completion dates: <u>December 7th, 2021</u> Ready for Final Payment dates: <u>January 5th, 2021</u>
Increase of this Change Order: \$2,116.00	Contract Times prior to this Change Order: Substantial Completion dates: <u>December 7th, 2021</u> Ready for Final Payment dates: <u>January 5th, 2021</u>
Contract Price Incorporating this Change Order: \$2,101,728.00	Increase of this Change Order: Substantial Completion days: <u>5</u> Ready for Final Payment days: <u>5</u>
	Contract Times with all approved Change Orders: Substantial Completion date: <u>December 14th, 2021</u> Ready for Final Payment date: <u>January 12th, 2022</u>
RECOMMENDED: I+S Group, Inc. By:  Engineer (Authorized Signature)	ACCEPTED: City of Storm Lake By: _____ Owner (Authorized Signature)
Date: <u>8/23/21</u>	ACCEPTED: Gridor Construction, Inc. By:  Contractor (Authorized Signature)
	Date: <u>8/23/21</u>

RESOLUTION NO. 22-R-2021-2022

RESOLUTION ADOPTING CHANGE ORDER NO. 2 FOR THE MEMORIAL LIFT STATION 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 Memorial Lift Station 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 \$2,076,000.00 was awarded to Gridor Construction for the project; and

WHEREAS, Change Order No. 1 was approved on June 7, 2021 and increased the project cost in the amount of \$23,612.00 for a total contract of \$2,099,612.00; and

WHEREAS, Change Order No. 2 is presented for consideration with an increase to the total contract of \$2,116.00.

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

Section 1. That the Mayor and Clerk are hereby directed to execute this Change Order No. 1 with the contractor for a total contract of \$2,101,728.00.

PASSED AND APPROVED this 7th day of September, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

AUGUST 20, 2021

Ron Covert
City of Storm Lake
620 Erie Street
Storm Lake, IA 50588

ISG

RE: Change Order No. 2 – Letter of Recommendation
Memorial Lift Station Improvements

Dear Mr. Covert,

With construction underway on the Memorial Lift Station project there have been some additional issues identified that require minor changes from the original design plans. Below is a summary of the items included in Change Order No. 2:

1. During the design phase, ISG planned for the Contractor to remove all the existing ceiling insulation throughout the entire facility and replace with new insulation. During construction, it was determined the ceiling insulation in the electrical/MCC room was still functioning properly and could remain in place. Therefore, a price deduct from the contract price was requested from the Contractor. The proposed change order decrease for this item will result in a cost savings of \$7,856.00. ISG supports the changes outlined in this item.
2. The scope of work for the lift station renovation includes the replacement of the motor control center (MCC) and electrical service between the utility transformer and the MCC. While coordinating this work with MidAmerican Energy, it was communicated to the electrical subcontractor that MidAmerican would like to replace the existing transformer due to its age and condition. It was also noted the existing transformer pad had been undermined by rodents, and MidAmerican was not comfortable using the existing pad. To facilitate this work and keep the lift station downtime to a minimum, it requires the Contractor to construct a new concrete transformer pad and electrical service entrance adjacent to the existing transformer. MidAmerican will cover the cost of the utility transformer. The Contractor has requested a contract increase of \$9,972.00 to construct the new transformer pad and service entrance to meet MidAmerican requirements. ISG has reviewed the changes proposed by MidAmerican and Gridor Construction and would recommend Council approval of this item.

As outlined above, ISG recommends that the City of Storm Lake consider accepting Change Order No. 2 for a contract increase of \$2,116.00 to improve the overall scope of the project. Please don't hesitate to reach out to us with any questions.

Sincerely,



Tom Grafft
Tom.Grafft@ISGInc.com

Encl: Change Order No. 2

Staff Summary

9/7/2021

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: Keri Navratil, City Manager

SUBJECT: **Ordinance No. 02-O-2021-2022 Amending Chapters 6 and 12 of Title II of the City Code to Permit Certain Nonresidents of the City to be Appointed to, and Serve On, the Airport Commission - 3rd Reading**

BACKGROUND: The City received a request to allow a non-Storm Lake resident to be appointed to the Airport Commission. Current Sate Code does allow up to 2 members of a three member commission and at least three of the members of a five member commission shall be residents of the City.

Per Iowa Code Chapter 330.20- Each commissioner shall execute and furnish a bond in an amount fixed by the governing body and filed with the City Clerk.

Two work sessions have been held to discuss the request and review the proposed ordinance. The proposed ordinance has been updated per Council direction following the work sessions.

The public hearing was held on August 2, 2021 at 5:00 PM in the Council Chambers in City Hall.

FISCAL IMPACT: N/A

RECOMMENDATION: Ordinance No. 02-O-2021-2022 Amending Chapters 6 and 12 of Title II of the City Code to Permit Certain Nonresidents of the City to be Appointed to, and Serve On, the Airport Commission - 3rd Reading

First Reading: _____ August 2, 2021—

Second Reading: _____ August 16, 2021—

Third Reading:

September 7, 2021

ATTACHMENTS:

Description	Type
 Ordinance #02-O-2021-2022	Ordinance

ORDINANCE NO. 02-O-2021-2022

ORDINANCE AMENDING CHAPTERS 6 AND 12 OF TITLE II OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TO PERMIT CERTAIN NONRESIDENTS OF THE CITY TO BE APPOINTED TO, AND SERVE ON, THE AIRPORT COMMISSION AND TO CLARIFY QUALIFICATIONS FOR THE AIRPORT COMMISSION AND OTHER CITY COMMISSIONS, BOARDS, AND AGENCIES

WHEREAS, Chapters 2-6 and 2-12 of the City Code of the City of Storm Lake, Iowa has heretofore required that all five members of the Airport Commission be “resident voters” of the City;

WHEREAS, the City Council of the City of Storm Lake, Iowa, has determined that Section 2-6-1 of Chapter 6 and Section 2-12-2 of Chapter 12, all in Title II of the City Code of the City of Storm Lake, Iowa, should be amended to permit no more than two persons of the five-person Airport Commission to be appointed to such Commission who are not residents of the City of Storm Lake but who are residents of Buena Vista County, Iowa and who own, directly or indirectly as set forth below, real estate situated in the City of Storm Lake, Iowa upon which real estate taxes are levied; and

WHEREAS, while amending such sections, certain qualifications set forth in those sections pertaining to persons who may be appointed to the Airport Commission as well as to other City commissions, boards, and agencies should be clarified.

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

Section 1. Section 2-6-1, captioned, “Organization” in Title II of the City Code of the City of Storm Lake, Iowa, is hereby deleted and the following new Section 2-6-1, captioned, “Organization” is substituted therefor:

Section 2-6-1 Organization

The Airport Commission shall consist of five (5) members at least three of whom shall be residents of the City of Storm Lake registered to vote in the City of Storm Lake and no more than two of whom may be residents of Buena Vista County outside the city limits of the City of Storm Lake, provided that any such nonresident of the City to be appointed to such commission:

- a) owns,
- b) has a twenty-five percent (25%) or greater interest in an entity that owns, or
- c) is the grantor and a beneficiary of a trust that owns

an interest in nonexempt real estate situated in the City of Storm Lake, Iowa upon which interest real estate taxes are levied. The members of the Airport Commission shall be appointed by the Mayor, such appointments to be approved by the Council and each appointment shall be for a term of three (3) years. Vacancies shall be filled as original appointments are made. The Commission shall elect from its own members a chairperson and a secretary who shall serve for such terms as the Commission shall determine; provided, however, that a nonresident of the City shall not be elected or serve as chairperson of the Commission.

Section 2. Section 2-12-2, captioned, “Qualification” in Title II of the City Code of the City of Storm Lake, Iowa, is hereby deleted and the following new Section 2-12-2, captioned, “Qualification” is substituted therefor:

Section 2-12-2 Qualification

No person may be appointed to any Board, Commission, or Agency designated in Section 2-12-1 unless that person shall be an eligible elector in the State of Iowa, a domiciliary of the State of Iowa, a resident of the City of Storm Lake and at least eighteen years of age, with the exception that a person appointed to the Airport Commission need not be a resident of the City of Storm Lake if such person otherwise qualifies to be appointed a member of the Airport Commission under the provisions of Section 2-6-1.

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 ____ day of _____, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

9/7/2021

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: Keri Navratil, City Manager

SUBJECT: **Motion Setting a Public Hearing for Memorial Lift Station Project Update**

BACKGROUND: The City was granted a Community Development Block Grant (CDBG) to add redundancy to the system to ensure that that we do not bypass into the lake or to cause 70% of the community to not have access to the wastewater system. As part of the Community Development Block Grand funds the City is require to have a public hearing for an update on the status of the City's Memorial Lift Station.

FISCAL IMPACT: n/a

RECOMMENDATION: Approve Motion to set the public hearing for September 20, 2021 at 5:00 pm in the Council Chambers.

ATTACHMENTS:

Description	Type
Public Notice	Backup Material

(NOTE: This needs to run once in local paper no less than 4 days, and no more than 20 days, prior to the Hearing. Thank you.)

PUBLIC NOTICE

Pursuant to the requirements of Section 508 of the Housing and Community Development Act of 1987, as amended, the City of Storm Lake is hereby providing Public Notice that on Monday, September 20, 2021 at 5:00 p.m., the City Council will hold a public hearing at City Hall. The purpose of the hearing will be to provide the public information concerning the progress, scope, budget and status of the City's Memorial Lift Station Project.

This project is being funded in part through a Community Development Block Grant provided by the Iowa Economic Development Authority and DNR/SRF Funding.

If you have questions concerning the project, or if you require special accommodations to attend the hearing, such as handicapped accessibility or translation services, you may contact the City Manager at City Hall. Persons interested in the status of funding or the progress of the project, are welcome to attend this meeting or submit written comments to City Hall before the Hearing.

Program Contact: City Hall at 712-732-8000 or Program Administrators (Simmering-Cory) at (641) 355-4072.

Keri Navratil, City Manager

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

Staff Summary

9/7/2021

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: Keri Navratil, City Manager

SUBJECT: **Public Hearing on Community Development and Housing Needs Assessment for the City of Storm Lake**

BACKGROUND: The City Council of the City of Storm Lake desires to apply for Community Development Block Grant funding from the Iowa Economic Development Authority. The requirements of the CDBG application require the City to adopt a Community Development and Housing Needs Assessment following a public hearing.

The public hearing be conducted by the City Council in the Council Chambers, located in City Hall at 620 Erie Street, Storm Lake, Iowa on Tuesday, September 7, 2021 at 5:00 p.m.

FISCAL IMPACT: N/A

RECOMMENDATION: Open Public Hearing
Take Public Comments
Close Public Hearing

ATTACHMENTS:

Description	Type
☐ Notice of Public Hearing	Backup Material
☐ Resolution No. 15-R-2021-2022	Resolution

PUBLIC HEARING NOTICE

The City of Storm Lake, Iowa, is hereby serving as Public Notice that on September 7, 2021, at 5:00 p.m., the City Council will hold a public hearing in the Council Chambers at City Hall, 620 Erie Street, Storm Lake, Iowa, to consider a Community Development and Housing Needs Assessment. The assessment will outline projects that the City has identified as community and housing needs over the next few years.

This meeting will be held to give residents information concerning the proposed assessment. Citizens are encouraged to attend and express their preferences about the proposed activities. Residents are able to provide comments in writing in advance of the meeting by email to cityclerk@stormlake.org or by mail to PO Box 1086, Storm Lake, IA 50588. Anyone having questions about this assessment or requiring special accommodations at the upcoming hearing may contact the City Clerk at 712-732-8000.

Mayra Martinez
City Clerk
City of Storm Lake, Iowa

RESOLUTION NO. 15-R-2021-2022

**A RESOLUTION SETTING THE TIME AND PLACE OF A PUBLIC
HEARING ON THE DEVELOPMENT OF A COMMUNITY
DEVELOPMENT AND HOUSING NEEDS ASSESSMENT FOR THE
CITY OF STORM LAKE, IOWA**

WHEREAS, the City Council of the City of Storm Lake desires to apply for Community Development Block Grant funding from the Iowa Economic Development Authority, and

WHEREAS, the requirements of the CDBG application require the City to adopt a Community Development and Housing Needs Assessment following a public hearing;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF STORM LAKE, IOWA, that a public hearing be conducted by the City Council in the Council Chambers, located in City Hall at 620 Erie Street, Storm Lake, Iowa on Tuesday, September 7, 2021 at 5:00 p.m.

BE IT FURTHER RESOLVED, that the City Clerk shall give notice of said public hearing by publication of a notice in the Pilot Tribune at least once, not less than four (4) and not more than twenty (20) days before the meeting.

PASSED, APPROVED, AND ADOPTED this 16th DAY OF AUGUST, 2021

BY THE CITY COUNCIL OF THE
CITY OF STORM LAKE, IOWA

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

9/7/2021

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. 23-R-2021-2022 Approving A Development of a Community Development and Housing Needs Assessment for the City of Storm Lake**

BACKGROUND: The City Council of the City of Storm Lake desires to apply for Community Development Block Grant funding from the Iowa Economic Development Authority. The requirements of the CDBG application require the City to adopt a Community Development and Housing Needs Assessment following a public hearing.

The public hearing was held prior to this agenda item.

FISCAL IMPACT: N/A

RECOMMENDATION: Adopt Resolution No. 23-R-2021-2022 Approving A Development of a Community Development and Housing Needs Assessment for the City of Storm Lake

ATTACHMENTS:

Description	Type
☐ Resolution No. 23-R-2021-2022	Resolution
☐ Notice of Public Hearing	Backup Material
☐ Needs Assessment	Backup Material

RESOLUTION NO. 23-R-2021-2022

**A RESOLUTION APPROVING A COMMUNITY
DEVELOPMENT AND HOUSING NEEDS ASSESSMENT
FOLLOWING PUBLIC HEARING**

WHEREAS, the City of Storm Lake desires to apply for an Iowa Community Development Block Grant under the CDBG-Covid portion of the program, and as part of the application the City has developed a draft Community Development and Housing Needs Assessment to show the needs of the community, and;

WHEREAS, the City Council held a public hearing on September 7, 2021 to allow citizens to provide comments on the draft community development and housing needs projects, and;

WHEREAS, the City has provided additional opportunities for public input on the community needs including public hearings during the budget, capital improvement plan, and hazard mitigation plan processes, and;

WHEREAS, after receiving input from the community the City Council has taken those comments into consideration and made modifications to the proposed assessment as needed, and the City Council is now ready to formally approve the Community Development and Housing Needs Assessment.

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

SECTION 1. The City Council formally approves the attached Community Development and Housing Needs Assessment as a planning tool for the community.

PASSED AND APPROVED this 7th DAY of SEPTEMBER 2021.

Michael Porsch, Mayor

ATTEST:

Mayra Martinez, City Clerk

PUBLIC HEARING NOTICE

The City of Storm Lake, Iowa, is hereby serving as Public Notice that on September 7, 2021, at 5:00 p.m., the City Council will hold a public hearing in the Council Chambers at City Hall, 620 Erie Street, Storm Lake, Iowa, to consider a Community Development and Housing Needs Assessment. The assessment will outline projects that the City has identified as community and housing needs over the next few years.

This meeting will be held to give residents information concerning the proposed assessment. Citizens are encouraged to attend and express their preferences about the proposed activities. Residents are able to provide comments in writing in advance of the meeting by email to cityclerk@stormlake.org or by mail to PO Box 1086, Storm Lake, IA 50588. Anyone having questions about this assessment or requiring special accommodations at the upcoming hearing may contact the City Clerk at 712-732-8000.

Mayra Martinez
City Clerk
City of Storm Lake, Iowa

CITY OF STORM LAKE COMMUNITY DEVELOPMENT AND HOUSING NEEDS ASSESSMENT

Community Development and Housing Needs of LMI Persons

The following needs have been identified by the elected and appointed officials of the City of Storm Lake based on various budgets, capital planning sessions, and the development of a hazard mitigation plan over the past several months. Some of the needs identified here have been programmed in the City's Five-Year Capital Improvement Plan. The City is currently working on identifying appropriate resources to help make other projects a reality.

- **Library Renovations Covid Protections.** Following the recent pandemic and the need to close the library to keep employees and the public safe, the City and the Library Board need to make improvements to the library to include an improved HVAC system to provide better air quality, front desk improvements to protect the employees and public from the transmission of viruses and more social distancing spaces within the library including potentially meeting spaces, computer areas, and restrooms. Finally, improvements to the public meeting room can be used to enhance services to the public, from library board meetings to public events for the public to attend remotely. (HIGH)
- **Housing Rehabilitation.** The City needs to increase the quality of the existing housing stock, especially homes owned by families who meet low-to-moderate income guidelines. (HIGH)
- **Low-to-Moderate Income Housing.** The City has a growing population, and housing is hard to find, especially homes for individuals with a fixed budget or who may be classified as low-to-moderate income. The development of new housing, including both owner-occupied and rental units for this population, is a significant need. (HIGH)
- **Trail Enhancements.** The City has developed a citizen advisory group to help staff and elected officials develop short, medium, and long-term plans to extend a community trail network. The group is also working with the Buena Vista County Trails Committee to integrate the county-wide plan. (MEDIUM)
- **Water Line Replacement.** The City has several undersized and older cast iron water mains throughout the water distribution system, resulting in a reduced capacity, low water pressure for residents, and water quality issues (odor, color, and rust). (HIGH)
- **Oneida Street Reconstruction.** Oneida Street is a main north-south street within the community that is also a key route for emergency access vehicles, including police and fire services. The road has exceeded its useful life and requires complete reconstruction. (HIGH)
- **Water Tower Construction.** The City needs to provide additional above-ground water storage and enhanced water pressure within the distribution system. These needs can be resolved by the construction of a new water tower within the community. (MEDIUM)
- **Phosphorus Reduction Project.** The City is anticipating new IDNR mandated compliance issues with regards to their wastewater treatment plant, specifically related to phosphorus reduction. The need to reduce phosphorus from the wastewater effluent stream will be a high cost to the City and all its residents. (HIGH)

Other Community Development and Housing Needs

The following identified needs of the City do not directly impact LMI individuals or neighborhoods but other parts of the Storm Lake community or the community as a whole.

- **Fire Station Expansion.** The existing fire station has served the community well since it was initially constructed; however, over time, the equipment needs and size of trucks have increased beyond what the current fire station can house. (MEDIUM)
- **HWY 7/110 Intersection.** The addition of a new Early Childhood Center north of Highway 7 at this intersection will have a significant impact on traffic congestion at this intersection. The City needs to address these issues with additional traffic control devices before the construction of the new school. (HIGH)
- **Campground Flood Mitigation.** The City's campground has a long history of flash flooding during heavy rain events due to its location and elevation. The City needs to mitigate flooding to ensure the long-term success of the park. (MEDIUM)
- **Downtown and Comprehensive Master Plans.** The City needs to develop a master plan for the core of the community. While the downtown area is a vibrant place, many of the components require rehabilitation and updating. (MEDIUM)
- **Housing Subdivision.** The City needs new upper-end housing starts. Many of the City's major employers have expressed a demand for housing units to help attract and provide for places for middle and upper-level management to live within the community. (HIGH)

Planned or Potential Activities to Address Housing and Community Needs

As of this time, the City has not identified a planned activity to address all of the above-identified needs; however, the City is currently working toward achieving the identified needs in the following ways:

- **Library Renovations Covid Protections.** In conjunction with the Library Board, the City is working to clearly define potential improvements and identify potential funding sources to make those improvements. Potential funding sources could include grants and private donations.
- **Housing Rehabilitation.** To help low-to-moderate income residents rehabilitate their homes, the City intends to apply to the Iowa Economic Development Authority to request funding for a Housing Rehabilitation Program in 2022.
- **Low-to-Moderate Income Housing.** The City has done several things to encourage new housing construction, including waiving fees, providing financial incentives, and working with outside agencies. In 2015 the City platted and started developing a middle-income housing subdivision that currently has several new homes under construction. The City is also seeking to have discussions with potential private developers to encourage additional new housing development.
- **Trail Enhancements.** A group of citizens involved in the City's Parks and Trails Committee is actively working with City staff, elected officials, and regional trail groups to develop a plan to expand the community's trail system and identify funding partners for the projects.
- **Water Line Replacement.** The City has developed a long-range plan to implement improvements over the next five years. It is anticipated that completion of all the needs will take place over a

more extended period than the current five-year plan and that the City will need to continue planning for future improvements.

- Oneida Street Reconstruction. This project has been broken into multiple phases to provide for funding of the overall project. The first phase of work occurring in 2021, followed by phase two in the near future. Funding assistance has been procured from the Iowa Department of Transportation.
- Water Tower Construction. Planning is currently underway to identify the best location for the new water tower and to develop a project budget
- Phosphorus Reduction Project. With the City's wastewater treatment plant out letting to a State impaired water, the City is beginning to plan for future IDNR mandated restrictions that will require phosphorus reduction from the effluent. The City is in the beginning stages of planning for this project.
- Fire Station Expansion. While discussions about an expansion have been held for the past several years, the City is at a point to embark on a study to determine feasibility, long-range needs, project costs, and potential funding sources.
- HWY 7/10 Intersection. The school district anticipates starting construction on a new early childhood center in 2020. The new facility will change the traffic patterns at this intersection upon completion in 2021. The City is in the planning stages and working with IDOT to identify the best solution for the intersection. The City is also seeking grant funding for various components of the project.
- Campground Flood Mitigation. Initial planning for a mitigation project will start in the next few months, with construction in fiscal year 2023. Funds have been budgeted for this project.
- Downtown and Comprehensive Master Plans. The City is planning for the completion of a downtown master plan in fiscal year 2023. Future projects for the downtown area of the community will be developed from that master plan.

Staff Summary

9/7/2021

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: **Public Hearing on Submission of an Application for a Community Development Block Grant (COVID-CV) City of Storm Lake Public Library**

BACKGROUND: The City Council of the City of Storm Lake desires to apply for Community Development Block Grant funding from the Iowa Economic Development Authority. The City has a need to make improvements to the Storm Lake Public Library to prevent the spread of Covid and other airborne diseases while allowing the Library to remain a key community facility for the residents of the City.

The public hearing regarding this application will be conducted by the City Council in the Council Chambers, located in City Hall at 620 Erie Street, Storm Lake, Iowa on Tuesday, September 7, 2021 at 5:00 p.m.

FISCAL IMPACT: N/A

RECOMMENDATION: Open Public Hearing
Take Public Comments
Close Public Hearing

ATTACHMENTS:

Description	Type
☐ Notice of Public Hearing	Backup Material
☐ Resolution No. 17-R-2021-2022	Resolution

PUBLIC HEARING NOTICE

The City of Storm Lake, Iowa, is hereby serving as Public Notice that on September 7, 2021, at 5:00 p.m., the City Council will hold a public hearing in the Council Chambers at City Hall, 620 Erie Street, Storm Lake, Iowa, to consider an application for a Community Development Block Grant (COVID-CV). The application will be used for a Library Improvements Project for the Storm Lake Library.

This meeting will be held to give residents information concerning the proposed grant application. Citizens are encouraged to attend and express their preferences about the proposed activities. Residents are able to provide comments in writing in advance of the meeting by email to cityclerk@stormlake.org or by mail to PO Box 1086, Storm Lake, IA 50588. Anyone having questions about this assessment or requiring special accommodations at the upcoming hearing may contact the City Clerk at 712-732-8000.

Mayra Martinez
City Clerk
City of Storm Lake, Iowa

RESOLUTION NO. 17-R-2021-2022

**A RESOLUTION SETTING THE TIME AND PLACE OF A PUBLIC HEARING
ON THE SUBMISSION OF A CDBG-CV APPLICATION FOR THE CITY OF
STORM LAKE, IOWA LIBRARY IMPROVEMENTS PROJECT**

WHEREAS, the City Council of the City of Storm Lake desires to apply for Community Development Block Grant funding from the Iowa Economic Development Authority, and

WHEREAS, the City has a need to make improvements to the Storm Lake Public Library to prevent the spread of Covid and other airborne diseases while allowing the Library to remain a key community facility for the residents of the City, and

WHEREAS, the requirements of the CDBG application require the City to hold a public hearing to allow citizens the opportunity to be heard and provide comments on the submission of a grant application;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF STORM LAKE, IOWA, that a public hearing be conducted by the City Council in the Council Chambers, located in City Hall at 620 Erie Street, Storm Lake, Iowa on Tuesday, September 7, 2021 at 5:00 p.m.

BE IT FURTHER RESOLVED, that the City Clerk shall give notice of said public hearing by publication of a notice in the Pilot Tribune at least once, not less than four (4) and not more than twenty (20) days before the meeting.

PASSED, APPROVED, AND ADOPTED this 16th DAY OF AUGUST, 2021

BY THE CITY COUNCIL OF THE
CITY OF STORM LAKE, IOWA

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

9/7/2021

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: Keri Navratil, City Manager

SUBJECT: **Resolution No. 24-R-2021-2022 Committing Matching Funds for a Community Development Block Grant Application**

BACKGROUND: The City of Storm Lake is applying for an Iowa Community Development Block Grant under the special Covid funding portion of the program for Storm Lake Library Covid Improvements Project.

The the City has reserve funds available in their budget for the purpose of funding this project at the Storm Lake Public Library in the total amount of \$107,909.

The City commits to the use of these funds in the amount of \$107,909.00, for the purpose of funding the City's share of the Storm Lake Library Covid Improvements Project

FISCAL IMPACT: The total estimated cost of the project is \$607,909. The City is applying for \$500,000 CDBG-CV funds with a committed to use \$107,909 of reserve funds.

RECOMMENDATION: Approve Resolution No. 24-R-2021-2022

ATTACHMENTS:

Description	Type
□ Resolution No. 24-R-2021-2022	Resolution

RESOLUTION NO. 24-R-2021-2022

**A RESOLUTION COMMITTING MATCHING FUNDS
FOR A COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION**

WHEREAS, the City of Storm Lake is applying for an Iowa Community Development Block Grant under the special Covid funding portion of the program for their Storm Lake Library Covid Improvements Project, and,

WHEREAS, the City has reserve funds available in their budget for the purpose of funding this project at the Storm Lake Public Library in the total amount of \$107,909.00; and,

WHEREAS, the City intends to utilize these funds as the source for financing their share of the project;

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

SECTION 1. The City commits to the use of these funds in the amount of \$107,909.00, for the purpose of funding the City's share of the Storm Lake Library Covid Improvements Project.

PASSED AND APPROVED this 7th Day of September 2021.

BY THE CITY COUNCIL OF THE
CITY OF STORM LAKE, IOWA

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

9/7/2021

Agenda Item # 14.



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. 25-R-2021-2022 Endorsing An Application for a Community Development Block Grant (COVID-CV) City of Storm Lake Public Library**

BACKGROUND: The City Council of the City of Storm Lake desires to apply for Community Development Block Grant- CV funding from the Iowa Economic Development Authority. The City has a need to make improvements to the Storm Lake Public Library to prevent the spread of Covid and other airborne diseases while allowing the Library to remain a key community facility for the residents of the City.

The project will improve the health, safety, and user-experience of the library patrons. The Library Trustees assembled a list of priorities, which included improvements to the HVAC system, with an emphasis on improved air quality and circulation. In addition, the library sought to create a private space for people to receive 'virtual services'. The newly remodeled space will serve patron needs, such as telemedicine, job interviews, and viral-learning.

The public hearing was held prior to this agenda item.

FISCAL IMPACT: Estimated total project cost is \$607,909.

RECOMMENDATION: **Adopt Resolution No. 25-R-2021-2022 Endorsing An Application for a Community Development Block Grant (COVID-CV) City of Storm Lake Public Library**

ATTACHMENTS:

Description	Type
❑ Resolution No. 25-R-2021-2022	Resolution
❑ Notice of Public Hearing	Backup Material
❑ Duplication of Benefits Policy & Procedures	Backup Material
❑ Proposed Budget For Storm Lake Public Library Renovation	Backup Material

RESOLUTION NO.25-R-2021-2022

**A RESOLUTION ENDORSING AN APPLICATION FOR
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FOLLOWING PUBLIC HEARING**

WHEREAS, the City of Storm Lake is eligible to apply for Iowa Community Development Block Grant funding under the CDBG-CV portion of the program, and;

WHEREAS, the City Council has held a public hearing as required for submission of CDBG guidelines on September 7, 2021 to hear public comments on the submission of the grant application, and;

WHEREAS, the City has an immediate need to conduct a project to make renovations and improvements to the Storm Lake Public Library that will allow the Library to remain open and accessible during future pandemic events, and;

WHEREAS, the City Council has decided to submit an application to the CDBG program for the Storm Lake Public Library Covid Improvements Project;

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

SECTION 1. The City Council endorses the submission of an application for CDBG grant funds to the Iowa Economic Development Authority in the amount of \$500,000.00 for the Storm Lake Library Covid Improvements Project.

SECTION 2. The City Council certifies that the provided public hearing announcements were made prior to consideration of the grant application, as per CDBG guidelines.

SECTION 3. The Mayor is authorized to sign all paperwork and forms necessary for the submittal of the grant application.

PASSED AND APPROVED this 7th DAY of SEPTEMBER 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

PUBLIC HEARING NOTICE

The City of Storm Lake, Iowa, is hereby serving as Public Notice that on September 7, 2021, at 5:00 p.m., the City Council will hold a public hearing in the Council Chambers at City Hall, 620 Erie Street, Storm Lake, Iowa, to consider an application for a Community Development Block Grant (COVID-CV). The application will be used for a Library Improvements Project for the Storm Lake Library.

This meeting will be held to give residents information concerning the proposed grant application. Citizens are encouraged to attend and express their preferences about the proposed activities. Residents are able to provide comments in writing in advance of the meeting by email to cityclerk@stormlake.org or by mail to PO Box 1086, Storm Lake, IA 50588. Anyone having questions about this assessment or requiring special accommodations at the upcoming hearing may contact the City Clerk at 712-732-8000.

Mayra Martinez
City Clerk
City of Storm Lake, Iowa

State of Iowa

Community Development Block Grant Coronavirus (CDBG-CV)

Duplication of Benefits Policies and Procedures

I - INTRODUCTION

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act) was signed into law, making CDBG coronavirus (CDBG-CV) funds available to the U.S. Department of Housing and Urban Development (HUD) in addition to individuals, business, education, and other federal agencies as part of the \$2.2 trillion bill. CDBG-CV dollars were allocated to current CDBG grantees with the intention to help communities fund the additional costs of the COVID-19 (coronavirus) pandemic.

For Fiscal Year 2020, HUD allocated \$31,367,906 of CDBG-CV funds to the State of Iowa non-entitlement areas through the Iowa Economic Development Authority (IEDA).

Unlike annual CDBG allocations, all CDBG-CV funds must support activities that “prevent, prepare for, and respond to coronavirus”. Specific regulations for CDBG and CDBG-CV funds used for this purpose are detailed in the Federal Register *Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs*. (FR-6218-N-01 “CDBG CARES Program Notice”)

The CDBG CARES Program Notice requires that grantees ensure that Duplication of Benefits (DOB) does not occur for CDBG-CV and applicable Fiscal Year 2019 and 2020 CDBG funds, including the creation of policies and procedures.

The Iowa IEDA Accounting and Community Investments teams are committed to the effective management of CDBG and CDBG-CV. This document establishes a set of policies and procedures to prevent DOB and IEDA will be updated periodically to incorporate changes in the CDBG-CV Grant program.

CARES ACT REQUIREMENTS

The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by federal regulations under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (“Stafford Act”). The Stafford Act says that grantees must analyze assistance to prevent a federal grant from paying costs that have already been paid for, or will be paid for, by another Federal program, insurance, or other sources.

To comply with the CARES and Stafford Acts, all CDBG-CV grantees, including the State of Iowa and their unit of local government (UGLG) and other grantees, are required to develop and maintain adequate policies and procedures to prevent DOB.

Preventing DOB generally means that grantees may not use CDBG-CV funds for costs already fully covered by other programs.

The CARES Act requires that all CDBG-CV grantee DOB policies and procedures address (individually or collectively) each activity or program.

These CDBG-CV DOB policies and procedures also apply to the use of fiscal year 2019 and 2020 formula CDBG funds for activities to prevent, prepare for, and respond to coronavirus.

III.B.9. Duplication of Benefits

The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 42 U.S.C. 5121 et seq.).

A grantee is required to develop and maintain adequate procedures to prevent a duplication of benefits that address (individually or collectively) each activity or program. A grantee's policies and procedures are not adequate unless they include, at a minimum: (1) A requirement that any person or entity receiving CDBG–CV assistance (including subrecipients and direct beneficiaries) must agree to repay assistance that is determined to be duplicative; and (2) a method of assessing whether the use of CDBG–CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably to evaluate need and the resources available to meet that need. CDBG CARES Program Notice

ENABLING LEGISLATION

CARES ACT

The Coronavirus Aid, Relief, and Economic Security Act CARES Act was signed on March 27, 2020 as Public Law 116-136. The act allows HUD to modify some CDBG program rules and authorizes the Secretary of HUD to grant waivers and alternative requirements to 24 CFR 570.481(a)(2).

Prevention of DOB is a requirement per the CARES Act and corresponding HUD Federal Register Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs. (FR–6218–N–01)

Grantees must prevent Duplication of Benefits as required by Section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018.

STAFFORD ACT

The COVID-19 pandemic is an emergency of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 32 5121-5207, as amended (the “Stafford Act”).

DOB is regulated by Section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 2 U.S.C. 5121 et seq.).

The Stafford Act prohibits recipients of federal disaster grants from receiving financial assistance under any other program, or from insurance or any other source, for the same disaster loss.

DRRA

The Disaster Recovery Reform Act of 2018 (DRRA) Public Law No: 115-254 amending the Stafford Act amends DOB in the Stafford Act for disasters occurring between 2016 and 2021 and no longer applies to any DOB analysis after October 5, 2023. by allowing loans to be considered non-duplicative.

The DRRA includes certain exceptions for subsidized loans in the calculation of DOB. Specific questions related to the applicability of subsidized loans for DOB calculation should be directed to IEDA staff.

Stafford Act

Sec. 312. Duplication of Benefits (42 U.S.C. 5155)

(a) General Prohibition –

The President, in consultation with the head of each Federal agency administering any program providing financial assistance to persons, business concerns, or other entities suffering losses as a result of a major disaster or emergency, shall assure that no such person, business concern, or other entity will receive such assistance with respect to any part of such loss as to which he has received financial assistance under any other program or from insurance or any other source.

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

2 CFR Part 200 requires that costs for federal grants must “be **necessary** and **reasonable**” and applies to all CDBG and CDBG-CV funding. These requirements prohibit using a federal grant for costs that have already been or will be paid from another source, and that the costs are considered reasonable if they do not “exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.”

Within DOB policies and procedures, grantees must verify that additional funding will not duplicate payments, and that the costs are both accurate and within a market-rate or practical standard for specific work or products. When evaluating costs, grantees are encouraged to consider questions such as, “Is there a need for the assistance? Is the cost necessary for an eligible activity? Does it meet program standards?”

II - ROLES AND RESPONSIBILITIES

IEDA

Iowa Economic Development Authority (IEDA), also referred to as “the state”, is the recipient of State CDBG and CDBG-CV funding from HUD that is distributed to both entitlement and non-entitlement units of government in order to prevent, prepare for and respond to coronavirus. The structure and process of distribution is summarized in the state’s CDBG Method of Distribution.

IEDA is responsible for ensuring that entitlement and non-entitlement units of government that receive CDBG or CDBG-CV funds to prevent, prepare for, and respond to coronavirus comply with this DOB Policy and Procedure. IEDA is responsible for the administration, revision, interpretation, and application of this document.

ENTITLEMENTS

Entitlement jurisdictions receive direct CDBG and CDBG-CV allocations from HUD but may also receive additional funds from IEDA.

HUD Entitlement entities may create their own DOB policies and procedures or adopt IEDA’s DOB policies and procedures for the implementation of CDBG and CDBG-CV funds. If the entitlement unit of government uses its own DOB policies and procedures, it must clearly define how the entity will research potential DOB, calculate DOB, and collect all DOB documentation for each program. Entitlement entities’ DOB policies and procedures must be approved by IEDA before funds will be allocated.

NON-ENTITLEMENTS (UGLG)

Non-Entitlement jurisdictions (also referred to as “Units of General Local Government” (UGLG)) apply to IEDA for CDBG and CDBG-CV funding. Funding for non-entitlement entities may be administered by the region’s Council of Government (COG) or a qualified entity as determined by IEDA.

IEDA’s DOB policies and procedures must be accepted and utilized by non-entitlement entities, even if policies and procedures will be carried out by a regional council of governments (COG) or other subrecipient. The non-entitlement entity procedures are provided in this document.

Subgrantees can be entitlements or non-entitlements, or other organizations, who receive CDBG or CDBG-CV directly from IEDA.

Recipient Organizations run programs using CDBG or CDBG-CV funds for Grantees. These are often non-profit organizations but can be any organization type that is eligible to receive HUD funding.

Beneficiaries directly receive CDBG-funded goods and services that meet a national objective. Beneficiaries may be individuals or households/families.

METHOD OF DISTRIBUTION

IEDA is required to share Method of Distribution (MOD) information with potential applicants. *24 CFR 91.320(k)(1)(i); 24 CFR 570.490(a)(2).*

IEDA took potential DOB into account in the creation of eligible activities to prevent, prepare for, and respond to coronavirus within the CDBG-CV MOD. The MOD for CDBG-CV describes the program types that are eligible for CDBG-CV funding from IEDA, in order of priority. Each activity type will have different types of potential DOB sources and risks.

ENTITLEMENTS

Iowa entitlement jurisdictions submitted applications to IEDA stating what activities would be funded by CDBG-CV. IEDA's review considers concurrent CDBG-CV funding given directly to entitlements by HUD when analyzing potential DOB.

NON-ENTITLEMENTS

IEDA will request applications and fund only programs described in the MOD. UGLGs must look for potential DOB based on the funded program(s).

The State's Method of Distribution is available here: (INSERT HYPERLINK)

III DUPLICATION OF BENEFITS

DEFINITION

Duplication of Benefits (DOB) occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source.

A Duplication of Benefits occurs when:

- A Beneficiary receives assistance, and
- The assistance is from multiple sources (i.e. private insurance, SBA, PPP, non-profits, City, State, etc.), and
- The assistance amount exceeds the total need for a specific purpose.

DOB is considered for the program, family, or individual beneficiary receiving financial assistance. In other words, DOB is considered for those incurring the costs paid by CDBG funding, not necessarily those distributing or administering funds.

TYPES OF ASSISTANCE

Assistance considered to be a potential DOB includes:

- Cash awards
- Insurance proceeds
- Grants
- Awards or assistance under local, state or federal programs, and private or nonprofit organizations
- Other HUD grants (e.g. HOME, ESG, ESG-CV, HOPWA)

Assistance not considered to be a potential DOB includes:

- Personal assets such as money in a checking or savings account (excluding insurance proceeds or other assistance deposited into the applicant's account)
- Declined or cancelled loans
- Private loans
Forgivable /government-subsidized loans (provided that all Federal assistance is used toward a loss suffered as a result of a major disaster or emergency). Note: CDBG-CV funds do not need to be used to pay down SBA loans
- Unemployment benefits
- Retirement accounts
- Credit cards and lines of credit
- In-kind donations (although these non-cash contributions known to the grantee reduce total need)
- Assistance provided for a different purpose than the CDBG-eligible activity, or a general, non-specific purpose (e.g., "disaster relief/recovery") and not used for the same purpose
- Funds received for a different disaster declaration other than the coronavirus pandemic

- Funds not available to the applicant, like when insurance funds must be used for a forced mortgage payoff

Potential DOB will vary by program type. Subgrantees in Iowa should pay special attention to the following potential sources of coronavirus pandemic benefits:

<https://files.hudexchange.info/resources/documents/CARES-Act-Programs-CDBG-Awareness-Duplication-Benefits.pdf>

ORDER OF ASSISTANCE

“Order of Assistance” analysis for DOB does not apply to CDBG-CV funds. Program funds can be awarded to beneficiary regardless of other awards or assistance sought by the beneficiary as long as a need for assistance exists and the CDBG-CV award does not or will not duplicate any other form of eligible assistance.

DOB RISK

The risk of DOB occurring varies by program activity and application process. For example, a small business grant program that will approve \$30,000 grants for job retention, in a period of time when many businesses are eligible for other sources of assistance, will require more scrutiny and documentation than a public services program using \$8,000 of CDBG-CV for PPE to be used by employees in a senior center.

The level of risk of DOB informs the level of required documentation. For example, low-risk public services may solely require a self-certification that the beneficiary did not receive duplicative benefits. On the contrary, business or rental assistance, may require more detailed analysis and evaluation of potential DOB.

To comply with the federal prohibition against the duplication of disaster benefits, Grantees must ensure that all DOB policies and procedures are followed within recipient organizations and/or administering agencies. Monitoring, training, and other assistance may be needed by recipient organizations, with particular attention on programs with a high risk of DOB.

DOB MONITORING/REVIEW

Subgrantees are responsible for monitoring and overseeing programs to ensure compliance with all program rules and regulations, including DOB.

In addition, IEDA will monitor both entitlement and non-entitlement entities for DOB compliance in addition to typical CDBG or CDBG-CV program monitoring. Programs with a higher risk of DOB or higher individual funding amounts will have a higher amount of examination by IEDA. The level of monitoring is defined in each subgrantee’s grant agreement with IEDA.

NON-ENTITLEMENT DESK MONITORING REQUIREMENTS

For programs with a low risk of DOB, IEDA will examine at least **5% of all intake and DOB calculation documentation** chosen at random. These will typically be public service activities.

For programs that award higher amounts of funding per beneficiary and/or have a high risk of DOB, IEDA will examine at least **20% of assistance for DOB documentation** at random.

IV – IEDA DOB PROCEDURES

All IEDA CDBG-CV subgrantees must have a DOB policy that analyzes and documents that subrecipients, assisted individuals or families, businesses, and other entities that receive CDBG-CV assistance have not previously received, or will not receive, duplicative assistance from another source before CDBG-CV assistance is provided.

Entitlement subgrantees may utilize their own DOB policies and procedures OR adopt IEDA's DOB policies and procedures. If entitlement subgrantees will use their own DOB policies and procedures, these policies and procedures must be submitted to IEDA prior to the allocation of funding.

Non-entitlement subgrantees must accept and utilize IEDA's policies and procedures for DOB.

All subgrantees will:

- Identify and calculate the total DOB
- Identify the additional assistance received for the same purpose/activity
- Recapture funds if necessary

V - RESOURCES

HUD GUIDANCE

- **MEMO: CDBG CORONAVIRUS RESPONSE GRANTEE RESOURCES RELATED TO PREVENTING DUPLICATION OF BENEFITS (PDF)**
- **SUMMARY OF PRIMARY CDBG ACTIVITY CATEGORIES TO SUPPORT CORONAVIRUS (PDF)**
- **CARES ACT PROGRAMS THROUGH SBA, FEMA, IRS, TREASURY, USDA, AND HHS FOR CDBG GRANTEE AWARENESS FOR DUPLICATION OF BENEFITS (PDF)**
- **CDBG-CV COVID-19 FACT SHEET (PDF)**
- **UPDATES TO DUPLICATION OF BENEFITS REQUIREMENTS UNDER THE STAFFORD ACT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DISASTER RECOVERY GRANTEES**

APPENDIX 1: IEDA DOB PROCEDURES

Required to be utilized by all non-entitlement subgrantees

Subgrantees must show a duplication of benefits analysis before providing CDBG-CV assistance and should only pay for unmet needs/needs not met by other sources of assistance. Subgrantees are required to maintain adequate documentation justifying the compliance with these DOB procedures in accordance with all other recordkeeping and documentation requirements.

INFORMATION SHARING

Due to the high volume of federal, state, local and private programs and activities responding to the impact of COVID-19 within the State of Iowa, all programs must include an information sharing agreement (*Consent to Release Form*) to allow the subgrantee to share any DOB-related data with other subgrantees, entitlement jurisdictions, and the State to protect against DOB from occurring.

DOB RISK

Based on the specific program(s) carried out by a subgrantee, they will be responsible for different levels of protection against DOB. The State of Iowa has identified activities as either being “high” or “low” risk for DOB. High risk activities may include activities such as business or rental assistance and low activities may include activities such as foodbanks or other public services.

Beneficiaries of all high-risk activities are required to execute a DOB Certification and Subrogation Agreement with the beneficiary.

All applicant information will be collected by grantees and provided to IEDA upon request.

DOB INFORMATION SHOULD BE PROVIDED TO IEDA AS INSTRUCTED IN IOWAGRANTS.GOV. DOB EVALUATION PROCESS

STEP 1: REVIEW LOCAL, STATE, FEDERAL ASSISTANCE PROGRAMS

Research potentially duplicative funding sources on a local, program level to manage DOB risk. Maintain a list of potential duplicative funding sources and structure program applications in a manner to identify potential duplicative sources.

Subgrantees should cross reference applications and program guidelines for each program against this list of potential sources of DOB to ensure that the program is adequately monitoring for instances of DOB.

IEDA will make available on its website a list of potential duplication of benefits already identified.

STEP 2: CERTIFICATION BY BENEFICIARY

Each beneficiary of CDBG-CV funds will list other sources of assistance and sign a DOB certification form as well as *Consent to Release* form/certification. Forms may vary by program type and may be combined with existing certification forms for CDBG.

High risk activities require that the beneficiary also sign a subrogation agreement.

STEP 3: REVIEW OF COST REASONABLENESS

Subgrantees must evaluate costs and determine that they are “reasonable” and “necessary” per 2 CFR 200. Proposed costs must be accurate and within a market-rate or practical standard for specific work or products. They must also be a necessary component to the core project.

STEP 4: ASSESS THE AMOUNT OF NEED BASED ON THE TOTAL COST FOR THE ACTIVITY

Identification of total need (e.g. total cost)

STEP 5: CALCULATION OF ADDITIONAL ASSISTANCE

The subgrantee determines which financial assistance sources it must exclude as duplicative and non-duplicative for the DOB calculation. Subgrantees must exclude amounts that are:

- Provided for a different purpose; or
- Provided for the same purpose (eligible activity), but for a different, allowable use (cost).

STEP 6: CALCULATION OF UNMET NEED

Once a grantee has determined the total need and the total assistance, it must calculate the difference between these amounts. This amount is the maximum allowable award of CDBG-CV to the beneficiary. (The “unmet need”.)

STEP 7: AWARD OF FUNDING WITH PAYBACK CLAUSE

If a beneficiary subsequently receives a duplicative benefit, it must repay the subgrantee either directly or through the administering entity, if present. A clause requiring payback of DOB must be in all CDBG-CV contracts.

In the event that additional funds are determined to be a DOB, funds will be withheld from future pay requests or, if all funds have been expended, the beneficiary will be required to repay the funds.

EXAMPLES

1. **CDBG-CV funding a different purpose (cost) than a subsidized loan. Not a DOB.**

Pete’s Pella Bistro, a for-profit business, shut down because of the COVID-19 emergency and disaster declarations. The Bistro owners applied for and received an SBA Paycheck Protection Program (“PPP”) loan to help keep staff employed. The loan will be fully forgiven if the funds are used for payroll costs, interest on mortgages, rent, and utilities (at least 60% of the forgiven amount must have been used for payroll). They are now applying for CDBG-CV assistance.

There is no DOB if:

- The CDBG grantee provides CDBG-CV for costs of CDBG-eligible activities that are not one of the eligible uses of SBA PPP loans (e.g. payroll, employee health insurance, mortgage interest, rent, utilities, interest on debt obligations) AND
- The Bistro has not received financial assistance for that cost from some other source AND
- Financial need still remains for the business for costs not eligible to be covered by the SBA PPP loan.

The Bistro needs working capital for masks and sanitizer for the staff to begin table service. As this was not a cost covered by the SBA PPP loan, CDBG-CV may be used to assist the business.

2. **Calculating DOB for the same type of costs.**

The McCord family has a loss of income due to one parent’s workplace shutting down for four months due to coronavirus-related restrictions. The McCords qualify as low-income (under 80%

of the area median income) under the County's 2020 HUD income limits and are applying for Jasper County's CDBG Rental Assistance Program. The County CDBG program will pay for up to three months of emergency rental assistance up to a \$2,500 limit per household.

The County calculates DOB by:

- Assessing need.
 - The McCord's monthly rent is \$1,000/month.
$$\text{Total need} = \$1,000 \times 3 = \$3,000$$
- Determining potential duplicative costs, or other sources that have been/will be used to pay all or part of the family's \$3,000 rent cost.
 - The family will receive \$300 for rent from a State of Iowa CARES Act assistance program through their town.
 - The McCords indicate that \$200/month has also been pledged by the local Community Action Agency for rent assistance.
$$\$200 \times 3 \text{ months} = \$600$$
$$\$300 + \$600 = \$900 \text{ total assistance from other sources}$$
- Calculating the maximum monthly award to avoid DOB. This is the amount left to meet the family's rent need after factoring in the other funding sources.
$$\$3,000 \text{ (total need)} - \$900 \text{ (assistance from other sources)} = \$2,100 \text{ total maximum CDBG assistance for rent.}$$

\$2,100 is under the County's \$2,500 CDBG program limit for assistance so the family is awarded the full \$2,100, paid as \$700/month directly to the landlord.
- Documenting DOB compliance.

The County retains all DOB determination calculations, documentation of total rent need and other assistance amounts.

3. Certifying low-risk DOB.

The City of Muscatine is awarding CDBG-CV funds to a local food pantry to help pay for the additional staffing needed to keep up with increased food need in the community due to the coronavirus pandemic.

The food pantry has added an additional statement to the intake form that the person or household receiving the food assistance:

- Has been financially or otherwise negatively impacted by the COVID-19 (coronavirus pandemic)
- Lists the other food assistance amounts received or expected to be received this month. e.g. Food Assistance Program (SNAP); Women, Infants, & Children (WIC); Child and Adult Care Food Program (CACFP)

- Has individual or household food needs remaining even if receiving additional food assistance.

DOCUMENTATION

Grantee must adequately document the cost charged to the Federal award. See 2 CFR 200.403(g).

GRANTEE DOB DOCUMENTATION MUST INCLUDE THE FOLLOWING:

1. *PROGRAM DESCRIPTIONS*

Program descriptions must, at minimum, include the HUD national objective, a description of program beneficiaries, and anticipated funding per organization / beneficiary.

2. *ANALYSIS OF RISK OF DOB PER PROJECT*

Risk will be considered based on the number of potentially duplicative funding sources on a local level, the amount of funding per beneficiary, on-site and desk monitoring frequency, and the potential for additional financial assistance in the future for the same program and purpose.

3. *EVALUATION PROCESS OF DOB PER PROJECT AND BENEFICIARY*

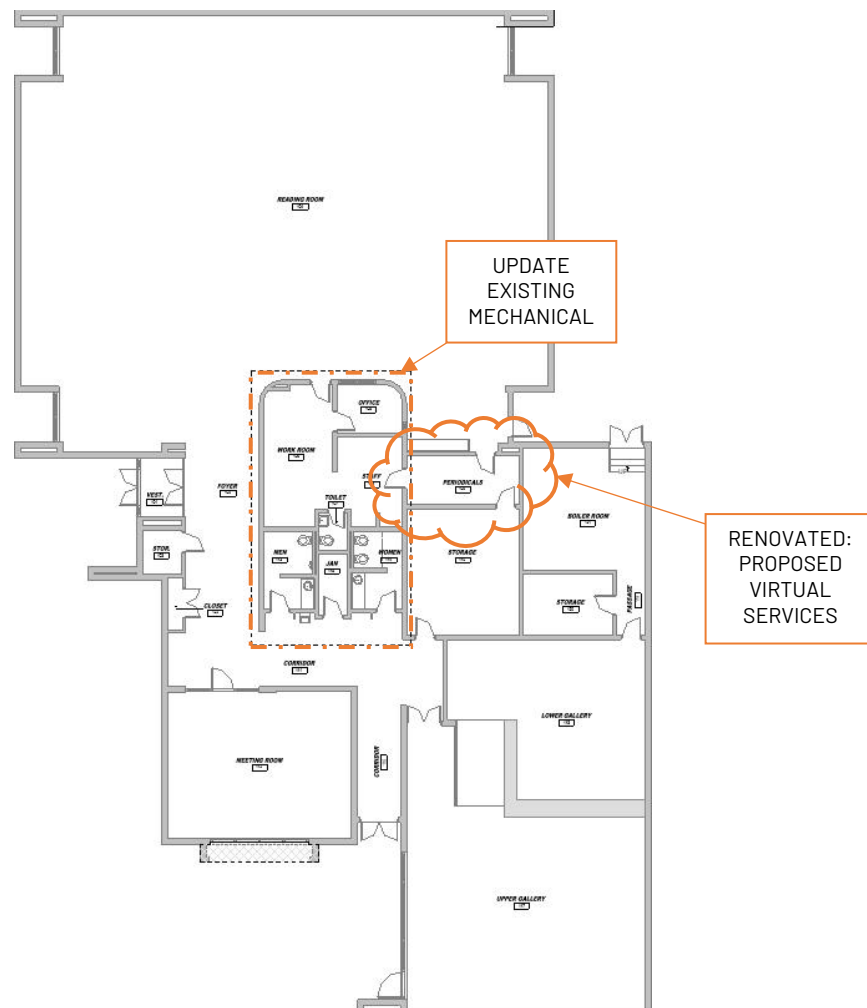
Process should identify which grantee staff will conduct each DOB step.

Cost Estimate & Proposed Work for Storm Lake Public Library Renovation

The intention of the project for the Storm Lake Public Library is to improve the health, safety, and user-experience of the library patrons. The Library Trustees assembled a list of priorities, which included improvements to the HVAC system, with an emphasis on improved air quality and circulation. In addition, the library sought to create a private space for people to receive 'virtual services'. The newly remodeled space will serve patron needs, such as telemedicine, job interviews, and virtual-learning.

The following schematic budget and narrative describe the work and associated costs:

CMBA proposes converting an existing room, currently used as a storage space, into a new computer area to be used for telehealth and other virtual appointments that may require privacy. The schematic design estimate includes improvements to the space, such as new finishes, furnishings, technology and associated costs for occupying the space.



The remaining balance of the budget for the Storm Lake Library has been allocated for the HVAC System.
The below narrative has been provided by MODUS and details their findings and recommendations for the project:

HVAC Narrative

- Existing System Evaluation
- Recommended HVAC Updates

Existing System Evaluation

Our site visit indicated these existing HVAC systems:

- Equipment in Penthouse located above the office/restroom core:
 - One multizone air handling unit (AHU) with six zones
 - Appears to be original to building
 - DX cooling and hot water heating
 - Outside air (OA) appears to be ducted from a small louver on east exterior wall south of the boiler room
 - Ducted supply air, plenum return
 - One small DX ducted fan coil with three zones
 - Appears to be original to building
 - DX cooling and hot water heating
- Equipment in Boiler Room on east side of the building:
 - Four hot water boilers
 - Boilers serve the multizone AHU and fan coil
 - Boilers may also provide in-floor heating
 - Boilers were inspected in June
- Roof mounted equipment
 - 50T air cooled condensing unit
 - Installed in mid-2000s
 - Serves multizone AHU
- Supply air distribution
 - Supply air (SA) is ducted in plenum spaces above the occupied space and
 - SA is served to the space via ceiling mounted round diffusers
 - No obvious supply air deficiencies were uncovered
- Controls
 - Modern direct digital control (DDC), including actuators, are installed in the building
 - Existing controls service provider confirmed that controls are serviceable
- Existing system limitations
 - The existing multizone AHU is an obsolete system
 - The existing OA louver is 50% of the size required to satisfy modern ASHRAE ventilation requirements
 - The multizone is a constant air volume (measured in cfm) system



- Modern variable air volume (VAV) AHUs can reduce cfm during low occupancy and mild weather, saving energy. This is not possible with the existing system.
- Modern AHUs can cool with outside air using an air side economizer. During times of high occupancy and mild weather, 100% of cooling can be satisfied with the economizer. This is not possible with the existing system.

Recommended HVAC Upgrades

- Install new equipment:
 - New rooftop mounted VAV AHU. Rooftop AHU requirements:
 - OA louver, cooling and heating sized to allow ventilation per modern ASHRAE code
 - 100% air side economizer features including exhaust fan
 - VAV capable fans
 - Modern controller with programming for proper ventilation and VAV operation
 - New hot water VAV boxes to provide heating and cooling to the existing zones
- Demo existing:
 - Multizone AHU
 - Fan coil
 - 50T air cooled condensing unit
- Re-use existing:
 - Existing boilers will provide heating water to the new VAV boxes
 - Existing controls will be updated and expanded to control the VAV boxes and boilers





CMBA ARCHITECTS
505 Grand Avenue
Spencer, IA 51301

COMPREHENSIVE PROJECT BUDGET SUMMARY

STORM LAKE PUBLIC LIBRARY - SCHEMATIC DESIGN

8/30/2021

CONSTRUCTION COSTS	SD 1		SD1	SD 1	SD 1
	Quantity	Unit	Unit Cost	Mat'l/ Labor	08/30/21
Building General Construction					
Conversion of Rm 109 to Patron Function Space	150	SF	\$180.00		\$27,000.00
BUILDING GENERAL CONSTRUCTION SUBTOTAL					\$27,000.00
Mechanical, Electrical, Plumbing					
Mechanical Contractor General Conditions	1		\$20,000.00		\$20,000.00
RTU	1		\$90,000.00	\$45,000.00	\$135,000.00
Crane	2		\$5,000.00		\$10,000.00
VAV boxes	10		\$3,000.00	\$3,000.00	\$60,000.00
Rework mezz and boiler piping	1		\$10,000.00	\$10,000.00	\$20,000.00
Exterior duct	1		\$25,000.00	\$12,500.00	\$37,500.00
Insulation	1		\$10,000.00	\$10,000.00	\$20,000.00
T&B	1		\$10,000.00		\$10,000.00
Structural Allowance	1		\$30,000.00		\$30,000.00
Electrical Allowance	1		\$30,000.00		\$30,000.00
Demo Allowance	1		\$15,000.00	\$1,000.00	\$16,000.00
Controls	1		\$40,000.00		\$40,000.00
MEP SUBTOTAL					\$428,500.00
PROJECT SUBTOTAL					\$455,500
TOTAL CONSTRUCTION W/O CONTINGENCY					\$455,500

Design Contingency	2.00%	\$9,110.00
Bid Contingency/Inflation to Bid	4.00%	\$18,220.00
Construction Contingency	5.00%	\$22,775.00
TOTAL CONSTRUCTION W/ CONTINGENCY		\$487,516

DEVELOPMENT COSTS		SD 1
Furnishings		\$15,000
Equipment - Proposed items to include:		\$18,000
Telephone and Data Equipment		
Audio Visual Equipment		
Interior Signage		
Commissioning of HVAC System		\$5,000
A/E Fees (CMBA + MODUS)	12.00%	\$54,660
Grant Administration Fees (Simmering-Cory)		\$18,000
Reimbursable Expenses		
Travel (TBD)		
Printing	\$4,000	\$4,000
Builder's Risk Insurance (TBD by Owner)		
SUBTOTAL		\$114,660
Contingency	5.00%	\$5,733.00
		\$120,393.00

	SD 1
TOTAL PROJECT COST	\$607,909.00
TOTAL PROJECT BUDGET (CDBG + CITY MATCH)	\$625,000.00
VARIANCE	17,091.00

Staff Summary

9/7/2021

Agenda Item # 15.



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. 26-R-2021-2022 Adopting the State of Iowa CDBG-CV Duplication of Benefits Policy and Procedures**

BACKGROUND: The City's application to Iowa Economic Development Authority (IEDA) under the Community Development Block Grant (CDBG) Covid (CV) program has a few unique elements and requirements that are different from the regular CDBG program. Funding for the CDBG-CV program derived from the CARES Act funding approved by the United States government. The CARES Act requires that funds provided by the CARES Act can not be combined or "duplicated" with other funds for projects that are fully covered by other programs, grants, cash awards, insurance proceeds, or other HUD grants.

To ensure compliance with this requirement, the CARES Act requires that all grantees and sub-recipients adopt a Duplication of Benefits Policy and Procedures to ensure compliance with federal regulations. IEDA, as the grant recipient, has adopted a state-level policy. The City of Storm Lake, if funded for the Library Covid Improvements Project, would be a sub-recipient to the State. As a sub-recipient, the City must have its own policy or adopt the State of Iowa's policy. The State's policy is acceptable and ensures that the City will meet the grant program's requirements if funded.

IEDA requires that all applicants have an adopted Duplication of Benefits Policy and Procedures before submission of the application.

The attached resolution will formally adopt the State of Iowa's Duplication of Benefits Policy and Procedures as the City's for this grant program. The City's Grant Administrator will assist the City in facilitating the policy and procedures adopted by this

resolution and coordinate compliance with IEDA staff following a grant award.

A copy of the State of Iowa's Duplication of Benefits Policy and Procedures is attached for the Council's review.

FISCAL IMPACT:

There is no requirement for publication of the policy. The cost for administration of the policy related to the Library Covid project is covered in the existing grant administration proposal received by the City.

RECOMMENDATION:

Approve Resolution No. 26-R-2021-2022

ATTACHMENTS:

Description		Type
☐	Resolution No. 26-R-2021-2022	Resolution
☐	Policy	Policy

RESOLUTION NO. 26-R-2021-2022

**A RESOLUTION ADOPTING THE STATE OF IOWA
DUPLICATION OF BENEFITS POLICY**

WHEREAS, the City of Storm Lake desires to apply for an Iowa Community Development Block Grant under the CDBG-Covid portion of the program, and as part of the application the City is required to adopt a Duplication of Benefits Policy, and;

WHEREAS, the CARES Act require that each recipient of CARES Act funds implement procedures and policies to prevent the duplication of benefits as required by federal regulations; and,

WHEREAS, the City has reviewed the State of Iowa's Duplication of Benefits Policy and finds that it is sufficient to meet the needs of the City, and;

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

SECTION 1. The City Council formally approves the attached State of Iowa Duplication of Benefits Policy and Procedures as the City's Duplication of Benefits Policy and Procedures for the purposes of CDBG-CV funding as required by the State of Iowa.

PASSED AND APPROVED this 7th DAY of SEPTEMBER 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

State of Iowa

Community Development Block Grant Coronavirus (CDBG-CV)

Duplication of Benefits Policies and Procedures

I - INTRODUCTION

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act) was signed into law, making CDBG coronavirus (CDBG-CV) funds available to the U.S. Department of Housing and Urban Development (HUD) in addition to individuals, business, education, and other federal agencies as part of the \$2.2 trillion bill. CDBG-CV dollars were allocated to current CDBG grantees with the intention to help communities fund the additional costs of the COVID-19 (coronavirus) pandemic.

For Fiscal Year 2020, HUD allocated \$31,367,906 of CDBG-CV funds to the State of Iowa non-entitlement areas through the Iowa Economic Development Authority (IEDA).

Unlike annual CDBG allocations, all CDBG-CV funds must support activities that “prevent, prepare for, and respond to coronavirus”. Specific regulations for CDBG and CDBG-CV funds used for this purpose are detailed in the Federal Register *Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs*. (FR-6218-N-01 “CDBG CARES Program Notice”)

The CDBG CARES Program Notice requires that grantees ensure that Duplication of Benefits (DOB) does not occur for CDBG-CV and applicable Fiscal Year 2019 and 2020 CDBG funds, including the creation of policies and procedures.

The Iowa IEDA Accounting and Community Investments teams are committed to the effective management of CDBG and CDBG-CV. This document establishes a set of policies and procedures to prevent DOB and IEDA will be updated periodically to incorporate changes in the CDBG-CV Grant program.

CARES ACT REQUIREMENTS

The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by federal regulations under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (“Stafford Act”). The Stafford Act says that grantees must analyze assistance to prevent a federal grant from paying costs that have already been paid for, or will be paid for, by another Federal program, insurance, or other sources.

To comply with the CARES and Stafford Acts, all CDBG-CV grantees, including the State of Iowa and their unit of local government (UGLG) and other grantees, are required to develop and maintain adequate policies and procedures to prevent DOB.

Preventing DOB generally means that grantees may not use CDBG-CV funds for costs already fully covered by other programs.

The CARES Act requires that all CDBG-CV grantee DOB policies and procedures address (individually or collectively) each activity or program.

These CDBG-CV DOB policies and procedures also apply to the use of fiscal year 2019 and 2020 formula CDBG funds for activities to prevent, prepare for, and respond to coronavirus.

III.B.9. Duplication of Benefits

The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 42 U.S.C. 5121 et seq.).

A grantee is required to develop and maintain adequate procedures to prevent a duplication of benefits that address (individually or collectively) each activity or program. A grantee's policies and procedures are not adequate unless they include, at a minimum: (1) A requirement that any person or entity receiving CDBG–CV assistance (including subrecipients and direct beneficiaries) must agree to repay assistance that is determined to be duplicative; and (2) a method of assessing whether the use of CDBG–CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably to evaluate need and the resources available to meet that need. CDBG CARES Program Notice

ENABLING LEGISLATION

CARES ACT

The Coronavirus Aid, Relief, and Economic Security Act CARES Act was signed on March 27, 2020 as Public Law 116-136. The act allows HUD to modify some CDBG program rules and authorizes the Secretary of HUD to grant waivers and alternative requirements to 24 CFR 570.481(a)(2).

Prevention of DOB is a requirement per the CARES Act and corresponding HUD Federal Register Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs. (FR–6218–N–01)

Grantees must prevent Duplication of Benefits as required by Section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018.

STAFFORD ACT

The COVID-19 pandemic is an emergency of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 32 5121-5207, as amended (the “Stafford Act”).

DOB is regulated by Section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 2 U.S.C. 5121 et seq.).

The Stafford Act prohibits recipients of federal disaster grants from receiving financial assistance under any other program, or from insurance or any other source, for the same disaster loss.

DRRA

The Disaster Recovery Reform Act of 2018 (DRRA) Public Law No: 115-254 amending the Stafford Act amends DOB in the Stafford Act for disasters occurring between 2016 and 2021 and no longer applies to any DOB analysis after October 5, 2023. by allowing loans to be considered non-duplicative.

The DRRA includes certain exceptions for subsidized loans in the calculation of DOB. Specific questions related to the applicability of subsidized loans for DOB calculation should be directed to IEDA staff.

Stafford Act

Sec. 312. Duplication of Benefits (42 U.S.C. 5155)

(a) General Prohibition –

The President, in consultation with the head of each Federal agency administering any program providing financial assistance to persons, business concerns, or other entities suffering losses as a result of a major disaster or emergency, shall assure that no such person, business concern, or other entity will receive such assistance with respect to any part of such loss as to which he has received financial assistance under any other program or from insurance or any other source.

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

2 CFR Part 200 requires that costs for federal grants must “be **necessary** and **reasonable**” and applies to all CDBG and CDBG-CV funding. These requirements prohibit using a federal grant for costs that have already been or will be paid from another source, and that the costs are considered reasonable if they do not “exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.”

Within DOB policies and procedures, grantees must verify that additional funding will not duplicate payments, and that the costs are both accurate and within a market-rate or practical standard for specific work or products. When evaluating costs, grantees are encouraged to consider questions such as, “Is there a need for the assistance? Is the cost necessary for an eligible activity? Does it meet program standards?”

II - ROLES AND RESPONSIBILITIES

IEDA

Iowa Economic Development Authority (IEDA), also referred to as “the state”, is the recipient of State CDBG and CDBG-CV funding from HUD that is distributed to both entitlement and non-entitlement units of government in order to prevent, prepare for and respond to coronavirus. The structure and process of distribution is summarized in the state’s CDBG Method of Distribution.

IEDA is responsible for ensuring that entitlement and non-entitlement units of government that receive CDBG or CDBG-CV funds to prevent, prepare for, and respond to coronavirus comply with this DOB Policy and Procedure. IEDA is responsible for the administration, revision, interpretation, and application of this document.

ENTITLEMENTS

Entitlement jurisdictions receive direct CDBG and CDBG-CV allocations from HUD but may also receive additional funds from IEDA.

HUD Entitlement entities may create their own DOB policies and procedures or adopt IEDA’s DOB policies and procedures for the implementation of CDBG and CDBG-CV funds. If the entitlement unit of government uses its own DOB policies and procedures, it must clearly define how the entity will research potential DOB, calculate DOB, and collect all DOB documentation for each program. Entitlement entities’ DOB policies and procedures must be approved by IEDA before funds will be allocated.

NON-ENTITLEMENTS (UGLG)

Non-Entitlement jurisdictions (also referred to as “Units of General Local Government” (UGLG)) apply to IEDA for CDBG and CDBG-CV funding. Funding for non-entitlement entities may be administered by the region’s Council of Government (COG) or a qualified entity as determined by IEDA.

IEDA’s DOB policies and procedures must be accepted and utilized by non-entitlement entities, even if policies and procedures will be carried out by a regional council of governments (COG) or other subrecipient. The non-entitlement entity procedures are provided in this document.

Subgrantees can be entitlements or non-entitlements, or other organizations, who receive CDBG or CDBG-CV directly from IEDA.

Recipient Organizations run programs using CDBG or CDBG-CV funds for Grantees. These are often non-profit organizations but can be any organization type that is eligible to receive HUD funding.

Beneficiaries directly receive CDBG-funded goods and services that meet a national objective. Beneficiaries may be individuals or households/families.

METHOD OF DISTRIBUTION

IEDA is required to share Method of Distribution (MOD) information with potential applicants. *24 CFR 91.320(k)(1)(i); 24 CFR 570.490(a)(2).*

IEDA took potential DOB into account in the creation of eligible activities to prevent, prepare for, and respond to coronavirus within the CDBG-CV MOD. The MOD for CDBG-CV describes the program types that are eligible for CDBG-CV funding from IEDA, in order of priority. Each activity type will have different types of potential DOB sources and risks.

ENTITLEMENTS

Iowa entitlement jurisdictions submitted applications to IEDA stating what activities would be funded by CDBG-CV. IEDA's review considers concurrent CDBG-CV funding given directly to entitlements by HUD when analyzing potential DOB.

NON-ENTITLEMENTS

IEDA will request applications and fund only programs described in the MOD. UGLGs must look for potential DOB based on the funded program(s).

The State's Method of Distribution is available here: (INSERT HYPERLINK)

III DUPLICATION OF BENEFITS

DEFINITION

Duplication of Benefits (DOB) occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source.

A Duplication of Benefits occurs when:

- A Beneficiary receives assistance, and
- The assistance is from multiple sources (i.e. private insurance, SBA, PPP, non-profits, City, State, etc.), and
- The assistance amount exceeds the total need for a specific purpose.

DOB is considered for the program, family, or individual beneficiary receiving financial assistance. In other words, DOB is considered for those incurring the costs paid by CDBG funding, not necessarily those distributing or administering funds.

TYPES OF ASSISTANCE

Assistance considered to be a potential DOB includes:

- Cash awards
- Insurance proceeds
- Grants
- Awards or assistance under local, state or federal programs, and private or nonprofit organizations
- Other HUD grants (e.g. HOME, ESG, ESG-CV, HOPWA)

Assistance not considered to be a potential DOB includes:

- Personal assets such as money in a checking or savings account (excluding insurance proceeds or other assistance deposited into the applicant's account)
- Declined or cancelled loans
- Private loans
Forgivable /government-subsidized loans (provided that all Federal assistance is used toward a loss suffered as a result of a major disaster or emergency). Note: CDBG-CV funds do not need to be used to pay down SBA loans
- Unemployment benefits
- Retirement accounts
- Credit cards and lines of credit
- In-kind donations (although these non-cash contributions known to the grantee reduce total need)
- Assistance provided for a different purpose than the CDBG-eligible activity, or a general, non-specific purpose (e.g., "disaster relief/recovery") and not used for the same purpose
- Funds received for a different disaster declaration other than the coronavirus pandemic

- Funds not available to the applicant, like when insurance funds must be used for a forced mortgage payoff

Potential DOB will vary by program type. Subgrantees in Iowa should pay special attention to the following potential sources of coronavirus pandemic benefits:

<https://files.hudexchange.info/resources/documents/CARES-Act-Programs-CDBG-Awareness-Duplication-Benefits.pdf>

ORDER OF ASSISTANCE

“Order of Assistance” analysis for DOB does not apply to CDBG-CV funds. Program funds can be awarded to beneficiary regardless of other awards or assistance sought by the beneficiary as long as a need for assistance exists and the CDBG-CV award does not or will not duplicate any other form of eligible assistance.

DOB RISK

The risk of DOB occurring varies by program activity and application process. For example, a small business grant program that will approve \$30,000 grants for job retention, in a period of time when many businesses are eligible for other sources of assistance, will require more scrutiny and documentation than a public services program using \$8,000 of CDBG-CV for PPE to be used by employees in a senior center.

The level of risk of DOB informs the level of required documentation. For example, low-risk public services may solely require a self-certification that the beneficiary did not receive duplicative benefits. On the contrary, business or rental assistance, may require more detailed analysis and evaluation of potential DOB.

To comply with the federal prohibition against the duplication of disaster benefits, Grantees must ensure that all DOB policies and procedures are followed within recipient organizations and/or administering agencies. Monitoring, training, and other assistance may be needed by recipient organizations, with particular attention on programs with a high risk of DOB.

DOB MONITORING/REVIEW

Subgrantees are responsible for monitoring and overseeing programs to ensure compliance with all program rules and regulations, including DOB.

In addition, IEDA will monitor both entitlement and non-entitlement entities for DOB compliance in addition to typical CDBG or CDBG-CV program monitoring. Programs with a higher risk of DOB or higher individual funding amounts will have a higher amount of examination by IEDA. The level of monitoring is defined in each subgrantee’s grant agreement with IEDA.

NON-ENTITLEMENT DESK MONITORING REQUIREMENTS

For programs with a low risk of DOB, IEDA will examine at least **5% of all intake and DOB calculation documentation** chosen at random. These will typically be public service activities.

For programs that award higher amounts of funding per beneficiary and/or have a high risk of DOB, IEDA will examine at least **20% of assistance for DOB documentation** at random.

IV – IEDA DOB PROCEDURES

All IEDA CDBG-CV subgrantees must have a DOB policy that analyzes and documents that subrecipients, assisted individuals or families, businesses, and other entities that receive CDBG-CV assistance have not previously received, or will not receive, duplicative assistance from another source before CDBG-CV assistance is provided.

Entitlement subgrantees may utilize their own DOB policies and procedures OR adopt IEDA's DOB policies and procedures. If entitlement subgrantees will use their own DOB policies and procedures, these policies and procedures must be submitted to IEDA prior to the allocation of funding.

Non-entitlement subgrantees must accept and utilize IEDA's policies and procedures for DOB.

All subgrantees will:

- Identify and calculate the total DOB
- Identify the additional assistance received for the same purpose/activity
- Recapture funds if necessary

V - RESOURCES

HUD GUIDANCE

- **MEMO: CDBG CORONAVIRUS RESPONSE GRANTEE RESOURCES RELATED TO PREVENTING DUPLICATION OF BENEFITS (PDF)**
- **SUMMARY OF PRIMARY CDBG ACTIVITY CATEGORIES TO SUPPORT CORONAVIRUS (PDF)**
- **CARES ACT PROGRAMS THROUGH SBA, FEMA, IRS, TREASURY, USDA, AND HHS FOR CDBG GRANTEE AWARENESS FOR DUPLICATION OF BENEFITS (PDF)**
- **CDBG-CV COVID-19 FACT SHEET (PDF)**
- **UPDATES TO DUPLICATION OF BENEFITS REQUIREMENTS UNDER THE STAFFORD ACT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DISASTER RECOVERY GRANTEES**

APPENDIX 1: IEDA DOB PROCEDURES

Required to be utilized by all non-entitlement subgrantees

Subgrantees must show a duplication of benefits analysis before providing CDBG-CV assistance and should only pay for unmet needs/needs not met by other sources of assistance. Subgrantees are required to maintain adequate documentation justifying the compliance with these DOB procedures in accordance with all other recordkeeping and documentation requirements.

INFORMATION SHARING

Due to the high volume of federal, state, local and private programs and activities responding to the impact of COVID-19 within the State of Iowa, all programs must include an information sharing agreement (*Consent to Release Form*) to allow the subgrantee to share any DOB-related data with other subgrantees, entitlement jurisdictions, and the State to protect against DOB from occurring.

DOB RISK

Based on the specific program(s) carried out by a subgrantee, they will be responsible for different levels of protection against DOB. The State of Iowa has identified activities as either being “high” or “low” risk for DOB. High risk activities may include activities such as business or rental assistance and low activities may include activities such as foodbanks or other public services.

Beneficiaries of all high-risk activities are required to execute a DOB Certification and Subrogation Agreement with the beneficiary.

All applicant information will be collected by grantees and provided to IEDA upon request.

DOB INFORMATION SHOULD BE PROVIDED TO IEDA AS INSTRUCTED IN IOWAGRANTS.GOV. DOB EVALUATION PROCESS

STEP 1: REVIEW LOCAL, STATE, FEDERAL ASSISTANCE PROGRAMS

Research potentially duplicative funding sources on a local, program level to manage DOB risk. Maintain a list of potential duplicative funding sources and structure program applications in a manner to identify potential duplicative sources.

Subgrantees should cross reference applications and program guidelines for each program against this list of potential sources of DOB to ensure that the program is adequately monitoring for instances of DOB.

IEDA will make available on its website a list of potential duplication of benefits already identified.

STEP 2: CERTIFICATION BY BENEFICIARY

Each beneficiary of CDBG-CV funds will list other sources of assistance and sign a DOB certification form as well as *Consent to Release* form/certification. Forms may vary by program type and may be combined with existing certification forms for CDBG.

High risk activities require that the beneficiary also sign a subrogation agreement.

STEP 3: REVIEW OF COST REASONABLENESS

Subgrantees must evaluate costs and determine that they are “reasonable” and “necessary” per 2 CFR 200. Proposed costs must be accurate and within a market-rate or practical standard for specific work or products. They must also be a necessary component to the core project.

STEP 4: ASSESS THE AMOUNT OF NEED BASED ON THE TOTAL COST FOR THE ACTIVITY

Identification of total need (e.g. total cost)

STEP 5: CALCULATION OF ADDITIONAL ASSISTANCE

The subgrantee determines which financial assistance sources it must exclude as duplicative and non-duplicative for the DOB calculation. Subgrantees must exclude amounts that are:

- Provided for a different purpose; or
- Provided for the same purpose (eligible activity), but for a different, allowable use (cost).

STEP 6: CALCULATION OF UNMET NEED

Once a grantee has determined the total need and the total assistance, it must calculate the difference between these amounts. This amount is the maximum allowable award of CDBG-CV to the beneficiary. (The “unmet need”.)

STEP 7: AWARD OF FUNDING WITH PAYBACK CLAUSE

If a beneficiary subsequently receives a duplicative benefit, it must repay the subgrantee either directly or through the administering entity, if present. A clause requiring payback of DOB must be in all CDBG-CV contracts.

In the event that additional funds are determined to be a DOB, funds will be withheld from future pay requests or, if all funds have been expended, the beneficiary will be required to repay the funds.

EXAMPLES

1. **CDBG-CV funding a different purpose (cost) than a subsidized loan. Not a DOB.**

Pete’s Pella Bistro, a for-profit business, shut down because of the COVID-19 emergency and disaster declarations. The Bistro owners applied for and received an SBA Paycheck Protection Program (“PPP”) loan to help keep staff employed. The loan will be fully forgiven if the funds are used for payroll costs, interest on mortgages, rent, and utilities (at least 60% of the forgiven amount must have been used for payroll). They are now applying for CDBG-CV assistance.

There is no DOB if:

- The CDBG grantee provides CDBG-CV for costs of CDBG-eligible activities that are not one of the eligible uses of SBA PPP loans (e.g. payroll, employee health insurance, mortgage interest, rent, utilities, interest on debt obligations) AND
- The Bistro has not received financial assistance for that cost from some other source AND
- Financial need still remains for the business for costs not eligible to be covered by the SBA PPP loan.

The Bistro needs working capital for masks and sanitizer for the staff to begin table service. As this was not a cost covered by the SBA PPP loan, CDBG-CV may be used to assist the business.

2. **Calculating DOB for the same type of costs.**

The McCord family has a loss of income due to one parent’s workplace shutting down for four months due to coronavirus-related restrictions. The McCords qualify as low-income (under 80%

of the area median income) under the County's 2020 HUD income limits and are applying for Jasper County's CDBG Rental Assistance Program. The County CDBG program will pay for up to three months of emergency rental assistance up to a \$2,500 limit per household.

The County calculates DOB by:

- Assessing need.
 - The McCord's monthly rent is \$1,000/month.
$$\text{Total need} = \$1,000 \times 3 = \$3,000$$
- Determining potential duplicative costs, or other sources that have been/will be used to pay all or part of the family's \$3,000 rent cost.
 - The family will receive \$300 for rent from a State of Iowa CARES Act assistance program through their town.
 - The McCords indicate that \$200/month has also been pledged by the local Community Action Agency for rent assistance.
$$\$200 \times 3 \text{ months} = \$600$$
$$\$300 + \$600 = \$900 \text{ total assistance from other sources}$$
- Calculating the maximum monthly award to avoid DOB. This is the amount left to meet the family's rent need after factoring in the other funding sources.
$$\$3,000 \text{ (total need)} - \$900 \text{ (assistance from other sources)} = \$2,100 \text{ total maximum CDBG assistance for rent.}$$

\$2,100 is under the County's \$2,500 CDBG program limit for assistance so the family is awarded the full \$2,100, paid as \$700/month directly to the landlord.
- Documenting DOB compliance.

The County retains all DOB determination calculations, documentation of total rent need and other assistance amounts.

3. Certifying low-risk DOB.

The City of Muscatine is awarding CDBG-CV funds to a local food pantry to help pay for the additional staffing needed to keep up with increased food need in the community due to the coronavirus pandemic.

The food pantry has added an additional statement to the intake form that the person or household receiving the food assistance:

- Has been financially or otherwise negatively impacted by the COVID-19 (coronavirus pandemic)
- Lists the other food assistance amounts received or expected to be received this month. e.g. Food Assistance Program (SNAP); Women, Infants, & Children (WIC); Child and Adult Care Food Program (CACFP)

- Has individual or household food needs remaining even if receiving additional food assistance.

DOCUMENTATION

Grantee must adequately document the cost charged to the Federal award. See 2 CFR 200.403(g).

GRANTEE DOB DOCUMENTATION MUST INCLUDE THE FOLLOWING:

1. *PROGRAM DESCRIPTIONS*

Program descriptions must, at minimum, include the HUD national objective, a description of program beneficiaries, and anticipated funding per organization / beneficiary.

2. *ANALYSIS OF RISK OF DOB PER PROJECT*

Risk will be considered based on the number of potentially duplicative funding sources on a local level, the amount of funding per beneficiary, on-site and desk monitoring frequency, and the potential for additional financial assistance in the future for the same program and purpose.

3. *EVALUATION PROCESS OF DOB PER PROJECT AND BENEFICIARY*

Process should identify which grantee staff will conduct each DOB step.

Staff Summary

9/7/2021

Agenda Item # 16.



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. 27-R-2021-2022 Approving Iowa Department of Transportation Cooperative Agreement for Primary Road Project- HWY7/HWY 110**

BACKGROUND: The District is building a new early childhood center north of the Hope Evangelical Free Church. The Iowa Department of Transportation approved a turning lane, traffic light and rail signal at the intersection of HWY 110 and HWY 7.

Agreement Terms:

- The City will be the lead agency for carrying out the agreement and compelling the project
- Upon completion of the project, the City agrees to accept ownership and responsibility for all future maintenance, operations of the improvements.
- The Iowa Department of Transportation will contribute and estimated \$900,000 towards the project.

FISCAL IMPACT: Engineer's Estimated total cost- \$3,166,000
IDOT U-Step Funding - \$200,000
IDOT TSIP Funding- \$500,000
IDOT Safety Funding- \$900,000

Local Share- \$1,766,000 which will be split with the Storm Lake School District per the 28 E Agreement.

RECOMMENDATION: Approve agreement and Resolution No. 27-R-2021-2022

ATTACHMENTS:

Description	Type
☐ Resolution No. 27-2021-2022	Resolution
☐ IA DOT Agreement for Hwy 7 & Hwy 110 Road Project	Contract

RESOLUTION NO. 27-R-2020-2021

**A RESOLUTION APPROVING IOWA DEPARTMENT OF TRANSPORTATION
COOPERATIVE AGREEMENT FOR PRIMARY ROAD PROJECT FOR THE
INTERSECTION OF HIGHWAY 7 AND HIGHWAY 110 PROJECT.**

WHEREAS, the Highway 7 and Highway 110 intersection has been identified as a location where vehicular safety and traffic flow are such that serious injury, including death, has occurred, and where additional traffic due to imminent new development will only increase the traffic flow and increase safety concerns; and,

WHEREAS, the improvements being designed in conjunction with Iowa Department of Transportation staff, City staff, the City's Project Engineer, and the Buena Vista County Engineer will improve the safety and flow of traffic at the intersection; and,

WHEREAS, the proposed improvements including the addition of turn lanes, railroad crossing improvements, and traffic signals will help reduce crashes, injuries, and deaths while improving traffic operations.

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

SECTION 1. The City Council approves the agreement with Iowa Department of Transportation.

SECTION 2. The Mayor is hereby authorized to execute the agreement on behalf of the City.

PASSED and APPROVED this 7 day of September, 2021.

ATTEST

Michael Porsch, Mayor

Mayra A. Martinez, City Clerk

February 2017

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

County	<u>Buena Vista</u>
City	<u>Storm Lake</u>
Project No.	<u>STPN-007-2(35)--2J-11</u>
Iowa DOT	
Agreement No.	<u>2022-16-011</u>
Staff Action No.	<u></u>

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

The LPA proposes to establish or make improvements to Iowa 7 within Buena Vista County, Iowa; and

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

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

Therefore, it is agreed as follows:

1. Project Information

- a. The LPA shall be the lead local governmental agency for carrying out the provisions of this agreement.
- b. All notices required under this agreement shall be made in writing to the DOT's and/or the LPA's contact person. The DOT's contact person shall be the Local Systems Project Development Engineer and Western Region Local Systems Field Engineer. The LPA's contact person shall be the city manager.
- c. The LPA shall be responsible for the development and completion of the following described primary highway project:

Grade and pave on the Iowa 7 and Iowa 110 intersection. See Exhibit A for location.

- d. Upon completion of construction, the LPA agrees to accept ownership and jurisdiction of the following referenced improvements. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:
 - i. 90th Avenue (north leg) and from Iowa 7 768.2 feet north station 73+84.84. Intersection with left-turn lanes provided at the intersection with 6 feet shoulders. A 24 foot wide paved roadway

2. Project Costs

- a. The LPA will bear all costs except those allocated to the DOT under other terms of this Agreement.
- b. The DOT shall contribute an estimated \$900,000, toward the project costs.

3. Environmental, Right-of-Way, Permits and Other Requirements

- a. The LPA shall be responsible for obtaining any necessary permits from the DOT, such as the Work Within the Right-of-Way Permit, Access Connection/Entrance Permit, Utility Accommodation Permit, Application for Approval of a Traffic Control Device, or other construction permits required for the project prior to the start of construction. Neither the approval of funding nor the signing of this Agreement shall be construed as approval of any required permit from the DOT.
- b. The LPA shall obtain all project permits and / or approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, or other State or Federal agencies as may be required.
- c. If right-of-way is required for the project, the LPA shall acquire the necessary right-of-way in accordance with 761 Iowa Administrative Code Chapter 111, Real Property Acquisition and Relocation Assistance. The LPA shall submit preliminary right-of-way plans to the DOT's Office of Right-of-way for review and approval prior to the commencement of any acquisition.
- d. Additionally, the portions right-of-way acquired for improvements to the Primary Road System shall be acquired in the name of the State of Iowa. The LPA will properly close the sale of each parcel and shall furnish the DOT copies of all completed contracts, deeds, conveyances and condemnation documents (for state right of way).
- e. If there is a railroad crossing within or near the project work area, the LPA shall obtain the necessary approvals or agreements from the railroad to allow the proposed work to be completed on or around the railroad crossing and / or right-of-way.
- f. If the project requires utility relocations, subject to the approval of and without expense to the DOT, the LPA agrees to perform or cause to be performed all relocations, alterations, adjustments or removals of existing utility facilities, including but not limited to power, telephone lines, fiber optics lines, natural gas pipelines, water mains and hydrants, curb boxes, utility accesses, storm water intakes, sanitary sewers, and related poles, installations and appurtenances, whether privately or publicly owned, and all parking meters, traffic signals and other facilities or obstructions which are located within the limits of an established street or alley and which will interfere with construction of the project and the clear zone. All utility relocations shall be accomplished in accordance with the DOT's Utility Accommodation Policy, as set forth in 761 Iowa Administrative Code, Chapter 115.
- g. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.

4. Project Design

- a. The LPA or its consultant shall be responsible for the design of all proposed improvements.
- b. The project plans, specifications and engineer's cost estimate shall be prepared and certified by a Professional Engineer licensed to practice in the State of Iowa.

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- c. All proposed highway or street improvements shall be designed using good engineering judgment and the American Association of State Highway and Transportation Officials (AASHTO) "Policy on Geometric Design of Highways and Streets", (latest edition).
- d. The project design shall comply with the "Manual on Uniform Traffic Control Devices for Streets and Highways", by the Federal Highway Administration, as adopted by DOT, as per 761 Iowa Administrative Code, Chapter 130.

5. Bid Letting

- a. The LPA shall submit the plans, specifications, estimate, and all other contract documents for review by the DOT. The project may be submitted for letting in phases, in the order of preference as determined by the LPA. All plan submittals shall be in accordance with the Major Project schedule, as shown on the Instructional Memorandum to Local Public Agencies 3.010, Project Development Submittal Dates and Information, published by the DOT's Local Systems Bureau.
- b. The project will be let by the DOT in accordance with its normal letting procedures. As a condition for the DOT to let the project, the LPA agrees that the LPA has the financial resources to proceed with the project if bids submitted are 110% of the project cost estimate or less. If the LPA is a city, the LPA shall comply with the public hearing requirements of the Iowa Code section 26.12.
- c. When let by the DOT, the DOT will identify the lowest responsive bidder. When bids submitted are more than 110% of the project cost estimate, the DOT will provide an electronic tabulation of responsive bids to the LPA for concurrence. The LPA shall either take action to accept the award to the lowest responsive bidder or reject all bids. The LPA shall provide such confirmation by email. Following LPA concurrence in the award of contract, the DOT shall execute the contract.
- d. The LPA shall be the contracting authority for the project.

6. Construction & Maintenance

- a. The LPA shall be responsible for the daily inspection of the project, including the compilation of a daily log of materials, equipment, and labor used on the project.
- b. The LPA shall comply with the procedures and responsibilities for materials testing and construction inspection according to DOT's Materials Instructional Memorandums (I.M.'s) and the Construction Manual. If requested, the DOT may be able to perform some testing services. If performed, the DOT will bill the LPA for testing services according to its normal policy.
- c. The work on this project shall be in accordance with the approved plans and specifications. Any substantial modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.
- d. With the exception of service connections no new or future utility occupancy of project right-of-way, nor any future relocations of or alterations to existing utilities within said right-of-way (except service connections), will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.
- e. New lighting and/or traffic signal construction for this project shall be provided under guidelines established in 761 Iowa Administrative Code Chapter 150. The LPA shall construct traffic signal installations all at no cost to the DOT. If constructed, the LPA shall accept ownership of and

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responsibility for future energy and maintenance costs of those lighting and/or traffic signal units which lie within the corporate boundaries.

- f. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- g. After the project construction is complete and prior to final acceptance of the project by the DOT, the LPA shall furnish three sets of "as-built" plans to the DOT's contact person.
- h. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

7. Traffic Control

- a. The LPA will temporarily close the highway project area by formal action in accord with Iowa Code section 306.41. Iowa 7 through-traffic will be detoured off of the project. The LPA will erect and maintain signs within its jurisdiction, consistent with Part 6 of the "Manual on Uniform Traffic Control Devices", as necessary to direct traffic to and along said detour route during the construction period. The LPA will also remove said signs when the detour is discontinued. Details will be shown on the traffic control sheet(s) within the project plans.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" as per 761 Iowa Administrative Code, Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

8. Payments and Reimbursements

- a. The LPA shall be responsible for making initial payments to the consultant(s) and contractor(s) for all project costs incurred in the development and construction of the project. After payments have been made, the LPA may submit to the DOT periodic itemized claims for reimbursement for eligible project activities. Reimbursement claims shall include certification by a Professional Engineer licensed to practice in the State of Iowa that all eligible project activities for which reimbursement is requested have been paid in full and completed in substantial compliance with the terms of this agreement.
- b. The DOT shall reimburse the LPA for properly documented and certified claims for eligible project activity costs. The DOT may withhold up to 5% of the Federal and / or State share of construction costs, either by state warrant or by crediting other accounts from which payment may have been initially made. If upon final audit, the DOT determines the LPA has been overpaid, the LPA shall reimburse the overpaid amount to the DOT. After the final audit or review is complete and after the LPA has provided all required paperwork, the DOT will release the Federal or State funds withheld.
- c. Upon completion of the project, a Professional Engineer licensed to practice in the State of Iowa shall certify in writing to the DOT that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement. Final reimbursement of State and / or Federal funds shall be made only after the DOT accepts the project as complete.

9. General Provisions

- a. The LPA shall maintain records, documents, and other evidence in support of the work performed under the terms of this agreement. All accounting practices applied and all records maintained will be

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in accordance with generally accepted accounting principles and procedures. Documentation shall be made available for inspection and audit by authorized representatives of the DOT and / or the Federal Highway Administration (FHWA), or their designees at all reasonable times. The LPA shall provide copies of said records and documents to the DOT upon request. The LPA shall also require its contractors to permit authorized representatives of the DOT and / or the FHWA to inspect all work materials, records, and any other data with regard to agreement related costs, revenues and operating sources. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final amendment / modification to the project in the FHWA's Fiscal Management Information System (FMIS). Upon receipt of such approval by FHWA, the DOT will notify the LPA of the record retention date.

- b. In accordance with Title VI of the Civil Rights Acts of 1964 and Iowa Code Chapter 216 and associated subsequent nondiscrimination laws, regulations and executive orders, the LPA shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The LPA agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews, and funding participation.
- d. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
- e. This agreement is not assignable without the prior written consent of the DOT.
- f. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- g. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. The DOT and the LPA agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- h. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- i. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

February 2017

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2022-16-011 as of the date shown opposite its signature below.

CITY OF STORM LAKE:

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

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

Signed: _____
City Clerk of Storm Lake, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION:

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

HIGHWAY AND TRANSPORTATION MAP
BUENA VISTA COUNTY

IOWA



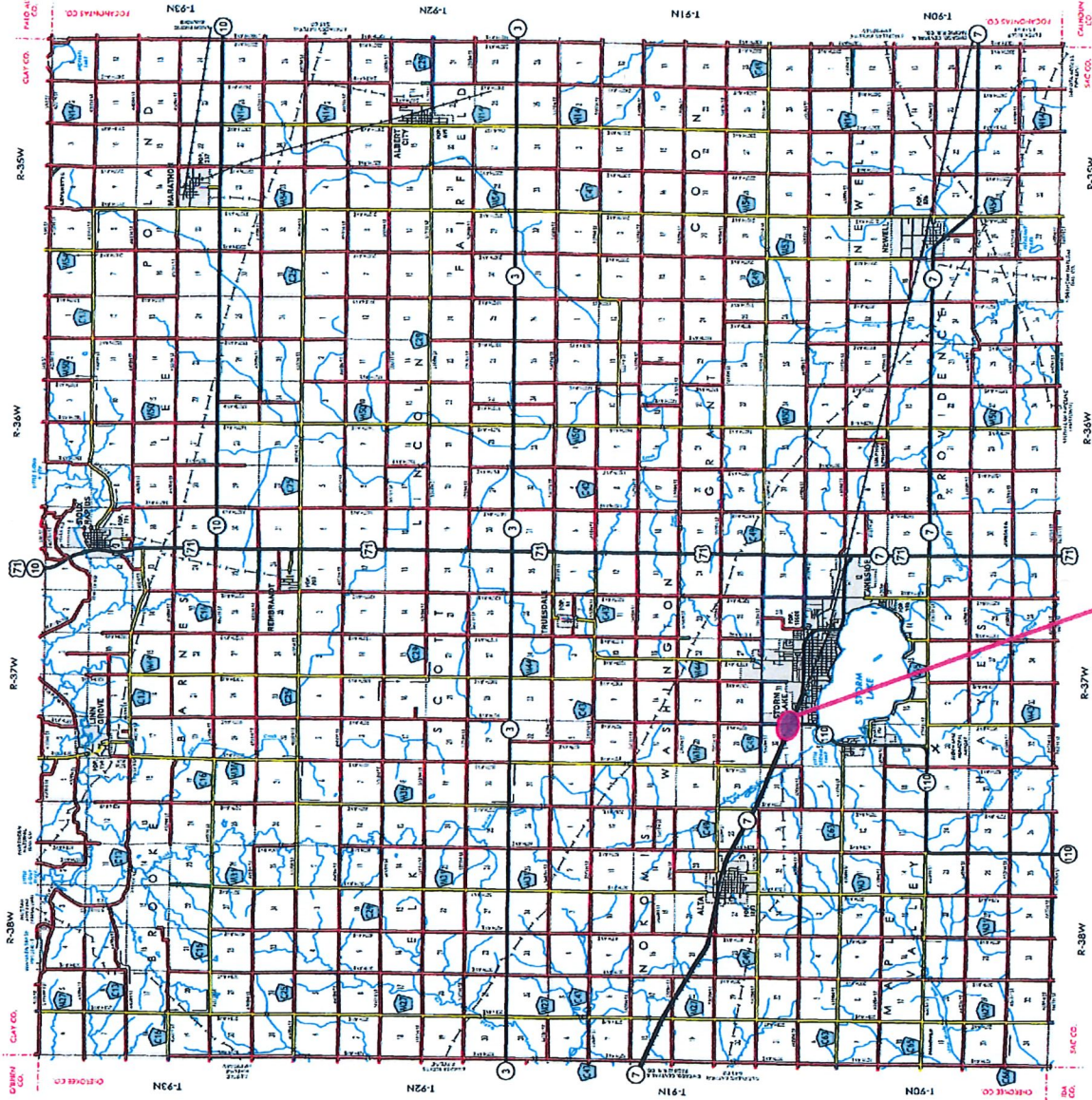
a Corporation with
United States
Department of Transportation
JANUARY 1, 2019



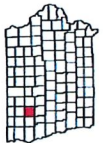
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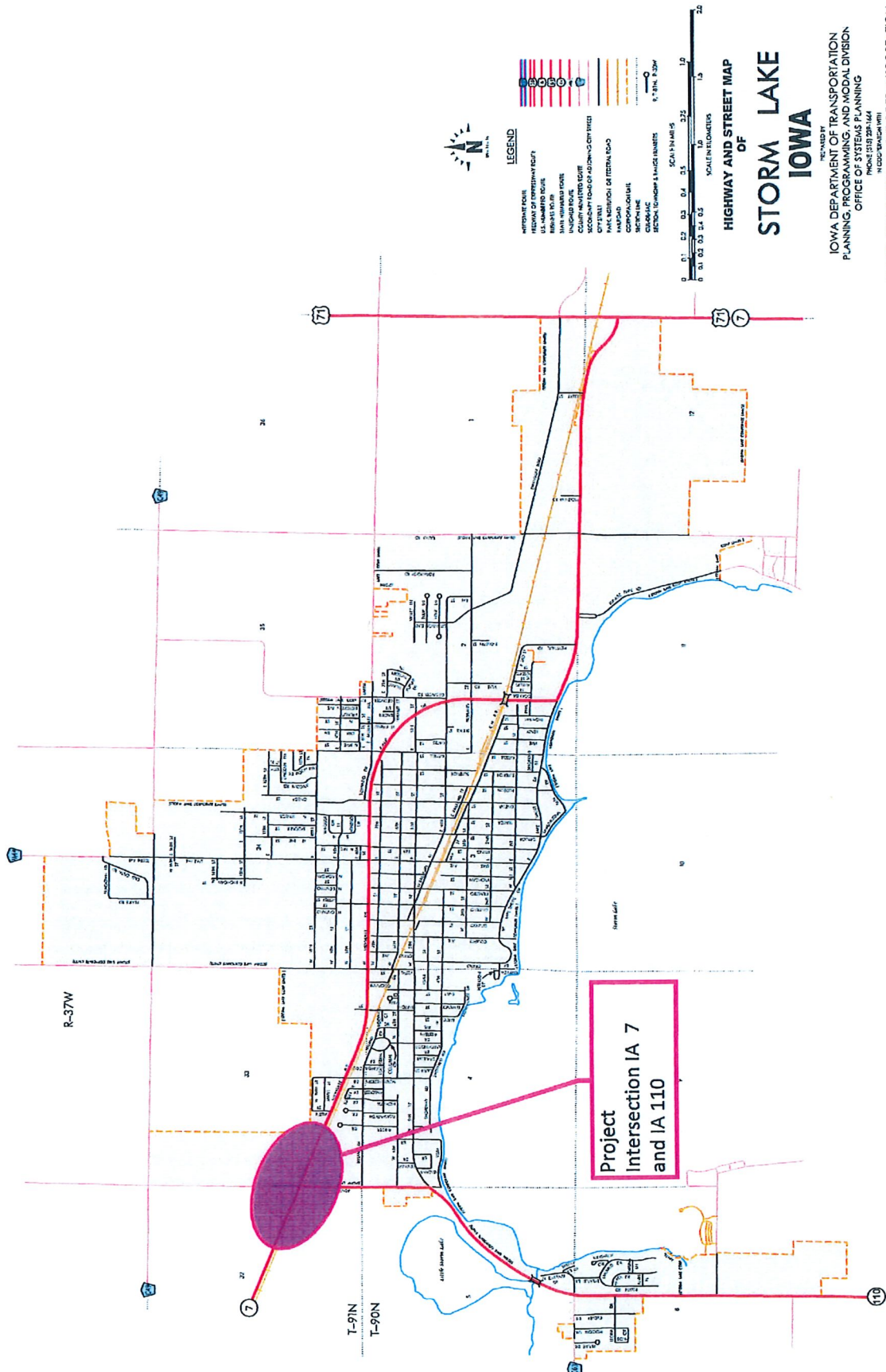
	INTERSTATE HIGHWAY
	STATE HIGHWAY
	COUNTY ROAD
	LOCAL ROAD
	WATERWAY
	LAKE
	WETLAND
	FOREST LAND
	AGRICULTURAL LAND
	RESIDENTIAL LAND
	COMMERCIAL LAND
	INDUSTRIAL LAND
	PUBLIC LAND
	PRIVATE LAND
	UNIMPROVED LAND
	WETLAND
	FOREST LAND
	AGRICULTURAL LAND
	RESIDENTIAL LAND
	COMMERCIAL LAND
	INDUSTRIAL LAND
	PUBLIC LAND
	PRIVATE LAND
	UNIMPROVED LAND

EXHIBIT A



Project
Intersection IA 7
and IA 110





PREPARED BY
IOWA DEPARTMENT OF TRANSPORTATION
PLANNING, PROGRAMMING, AND MODAL DIVISION
OFFICE OF SYSTEMS PLANNING

IN COOPERATION WITH
UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

11-7422

SECTION C

EXHIBIT B

CITY OF STORM LAKE
HWY 7/ IA 110 INTERSECTION
OPINION OF PROBABLE COSTS
Wednesday, August 12, 2020

Wednesday, August 12, 2020

No.	Item	Units	Unit Price	Safety		Non-Safety																						
1	EMBANKMENT-IN-PLACE	CY	\$22.00	2000	\$44,000	300	\$6,600																					
2	EXCAVATION, CL 10, RDWY+BORROW	CY	\$6.00	7500	\$45,000	8650	\$51,900																					
3	SPECIAL BACKFILL	CY	\$33.50	1650	\$55,275	4150	\$139,025																					
4	TOPSOIL, STRIP, SALVAGE+SPREAD	CY	\$6.00			4000	\$24,000																					
5	COMPACTION W/MOISTURE+DENSITY CONTROL	CY	\$1.50	1650	\$2,475	4150	\$6,225																					
6	SPECIAL COMPACTION OF SUBGRADE	STA	\$560.00	10	\$5,600	26	\$14,560																					
7	GRANULAR SUBBASE	SY	\$8.00	7000	\$56,000	9250	\$74,000																					
8	SUBGRADE STABILIZATION MATERIAL, Polymer Grid	SY	\$2.50	7000	\$17,500	9250	\$23,125																					
9	PAVED SHLD, PCC, 6"	SY	\$50.00	2070	\$103,500	2070	\$103,500																					
11	STD/S-F PCC PAV'T, OM-C CL 3, 10"	SY	\$60.00	4870	\$292,200	11440	\$686,400																					
12	SURF, DRIVEWAY, CL A CR STONE	TON	\$30.00			100	\$3,000																					
13	RMVL OF CONC FOUNDATION OF LIGHT POLE	EACH	\$550.00			2	\$1,100																					
14	RMVL OF LIGHT POLE	EACH	\$475.00			2	\$950																					
15	CULV, CONC RDWY PIPE, 24"	LF	\$50.00			80	\$4,000																					
16	MANHOLE ADJUSTMENT, MAJOR	EACH	\$1,900.00			2	\$3,800																					
17	SUBDRAIN, LONGITUDINAL, (BACKSLOPE) 6"	LF	\$15.00			250	\$3,750																					
18	SUBDRAIN, LONGITUDINAL, (SHLD) 6"	LF	\$12.00			5000	\$60,000																					
19	RMVL+CRUSH OF PAV'T	SY	\$8.25			13600	\$112,200																					
20	DRIVEWAY, PCC, 6"	SY	\$60.00			170	\$10,200																					
21	RMVL OF PAVED DRIVEWAY	SY	\$10.00			170	\$1,700																					
22	RMVL/REINSTALL FENCE, FIELD	LF	\$15.00			300	\$4,500																					
23	LUMINAIRE, TOWER FLOODLIGHT	EACH	\$2,000.00	4	\$8,000																							
24	ELECTRICAL CIRCUIT	LF	\$15.00	400	\$6,000																							
25	HANDHOLE+JUNCTION BOX	EACH	\$1,100.00	5	\$5,500																							
26	CONTROL CABINET	EACH	\$10,300.00	1	\$10,300																							
27	RMV+REINSTALL SIGN	EACH	\$150.00			10	\$1,500																					
28	RMVL OF TYPE A SIGN	EACH	\$25.00			2	\$50																					
29	TRAFFIC SIGNALIZATION	LS	\$300,000.00	1	\$300,000																							
				Subtotal: \$952,000		Subtotal: \$1,337,000																						
				Total Construction Costs		\$2,289,000																						
				Funding																								
				<table><tr><td>U-STEP</td><td>\$</td><td>200,000</td></tr><tr><td>TSIP</td><td>\$</td><td>500,000</td></tr><tr><td>Local Share</td><td>\$</td><td>2,466,000</td></tr></table>				U-STEP	\$	200,000	TSIP	\$	500,000	Local Share	\$	2,466,000												
U-STEP	\$	200,000																										
TSIP	\$	500,000																										
Local Share	\$	2,466,000																										
				Administrative Costs																								
				<table><tr><td>Construction Contingencies 20%</td><td>\$</td><td>450,000</td></tr><tr><td>Prelim Engineering</td><td>\$</td><td>53,400</td></tr><tr><td>Design Plans And Specifications</td><td>\$</td><td>143,000</td></tr><tr><td>Funding Assistance</td><td>\$</td><td>15,000</td></tr><tr><td>Construction Contract Administration</td><td>\$</td><td>54,000</td></tr><tr><td>Resident Project Representative - Full Time</td><td>\$</td><td>162,000</td></tr><tr><td>Subtotal</td><td>\$</td><td>877,400</td></tr></table>				Construction Contingencies 20%	\$	450,000	Prelim Engineering	\$	53,400	Design Plans And Specifications	\$	143,000	Funding Assistance	\$	15,000	Construction Contract Administration	\$	54,000	Resident Project Representative - Full Time	\$	162,000	Subtotal	\$	877,400
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Funding Assistance	\$	15,000																										
Construction Contract Administration	\$	54,000																										
Resident Project Representative - Full Time	\$	162,000																										
Subtotal	\$	877,400																										
TOTAL OF FUNDING SOURCES				\$ 3,166,000		TOTAL OPINION OF IMPROVEMENT COST																						
						\$ 3,166,000																						

Staff Summary

9/7/2021

Agenda Item # 17.



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. 28-R-2021-2022 Selecting and Approving Contract with Phase 1 Archeological Firm for FEMA BRIC Application**

BACKGROUND: The City advertised for proposals from qualified firms for Archaeological Services related to a projects eligible for FEMA Bric funding. Proposed projects must meet the guidelines for funding.

The Request for Proposals for Archaeological 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. Responses are due by 5:00 PM on Friday, September 3, 2021. Proposals received will be reviewed and scored with a recommendation to Council at the Council meeting.

Three Proposals were received and a scoring matrix was completed.

FISCAL IMPACT: As Noted on the proposal

RECOMMENDATION: **Adopt Resolution No. 28-R-2021-2022 Selecting and Approving Contract with Phase 1 Archeological Firm for FEMA BRIC Application to In Situ Archaeological Consulting, LLC.**

ATTACHMENTS:

Description	Type
□ Resolution No. 28-R-2021-2022	Resolution
□ Request for Proposals	Backup Material

RESOLUTION NO. 28-R-2021-2022

**A RESOLUTION AWARDED PHASE 1
ARCHEOLOGICAL SERVICES FOR VARIOUS
ELEMENTS OF A FEMA HAZARD MITIGATION / BRIC
GRANT APPLICATION**

WHEREAS, the City of Storm Lake desires to apply for a FEMA funding under the Hazard Mitigation/BRIC program, and;

WHEREAS, the City has a need for Phase 1 Archeological services related to several of the proposed project elements and has therefore followed the Federal procurement guidelines as outlined in 2 CFR 200 to solicit proposals from qualified service providers, and;

WHEREAS, the City published notice of procurement for Phase 1 Archeological services in the Storm Lake Times on August 25, 2021 and in the Storm Lake Pilot Tribune on August 20, 2021 for such services, and;

WHEREAS, the City received three proposals for Phase 1 Archeological services from qualified firms, and, following a review of the proposal the City has found that the submitted proposals are in line with the needs of the City.

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

SECTION 1. The City Council selects the proposal of In Situ Archaeological Consulting, LLC for Phase 1 Archeological services.

SECTION 2. The City Council will enter into an agreement with In Situ Archaeological Consulting, LLC for Phase 1 Archeological services following review and approval of the agreement by Iowa Homeland Security and the City Attorney.

PASSED AND APPROVED this 7th day of September 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

PUBLIC NOTICE

The City of Storm Lake, Iowa (CITY) is seeking proposals from qualified firms (CONSULTANT) for Phase 1 Archeological Services related to several independent projects that will make up an overall FEMA BRIC or Hazard Mitigation Application. All work done under this request for proposals must meet federal and State of Iowa guidelines.

The CONSULTANT shall be eligible to work on federal projects and shall not be disbarred from federal work. The selected consultant shall agree to abide by and sign a contract that includes any federal language that FEMA or Iowa Homeland Security would require of those contracts.

Proposals shall be submitted to the CITY no later than 5:00 PM, Central Standard Time on September 3, 2021. The CITY is not responsible for late or misdirected submittals. Proposals not received by the deadline will be rejected and not considered as part of this solicitation.

Questions regarding this solicitation or to obtain a full copy of the Request for Proposals should be directed to the CITY C/O City Clerk by email at cityclerk@stormlake.org.

The following required federal language is required by FEMA and IA Homeland Security to be a part of the agreement between the CONSULTANT and the CITY.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the

prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. * Not applicable for FEMA funded projects.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise

excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

REQUEST FOR PROPOSALS

Phase 1 Archeological Services

The City of Storm Lake, Iowa (CITY) is seeking proposals from qualified firms (CONSULTANT) for Phase 1 Archeological Services related to several independent projects that will make up an overall FEMA BRIC or Hazard Mitigation Application. All work done under this request for proposals must meet federal and State of Iowa guidelines.

The individual projects that the City is requesting Phase 1 Archeological services for, include the following:

- * Construction of new Well No. 21 (shallow well) – See attached map for location of well and related raw water line to be surveyed.
- * Construction of new Well No. 22 (shallow well) – See attached map for location of well and related raw water line to be surveyed.
- * Construction of new Well No. 23 (Dakota well) – See attached map for location of well and related raw water line to be surveyed.
- * Construction of new Well No. 24 (Jordan well) – See attached map for location of well and related raw water line to be surveyed.
- * Construction of new Well No. 25 (Jordan well) – See attached map for location of well and related raw water line to be surveyed.
- * Construction of a new raw water main along 85th Avenue – See attached map for location of raw water main.
- * Construction of two to three wetlands. The exact location of these wetlands is not currently known as the City is working with other State agencies and land owners to determine the final locations. The wetlands will be located in the North Raccoon River Watershed and within Buena Vista County. Most likely they will be located north of the City of Storm Lake city limits. It is anticipated that the wetlands will be located in existing agricultural land outside of any incorporated city. These wetlands are anticipated to be between two and twelve acres in size. See the attached map showing the area under consideration.
- * 18-inch Water Main location – see attached map for location of water main

PROJECT SCOPE

The selected firm will be responsible for entering into a contract with the CITY to conduct Phase 1 Archeological services related to the proposed project elements identified in this request for proposals (RFP). Services include the necessary desktop review, field work, and research needed to prepare a Phase 1 Archeological report that meets the requirements of the State of Iowa and FEMA.

The CITY plans to provide specific location and size of the wetland area(s) to the selected CONSULTANT by October 15th, 2021. The CITY will also contact all property owners and obtain their permission to conduct Phase 1 site evaluation services, including appropriate and required test borings. Copies of the owner permissions will be provided to the CONSULTANT.

The CITY desires that the field work be done after the removal of crops where existing crops are in place. It is desired that one mobilization for field work can be accomplished.

The CONSULTANT shall provide the CITY and the CITY's Grant Administrator with a preliminary report prior to the completion of the final report and immediately following field work. This report

should be brief and outline any potential issues that the CITY and Grant Administrator will need to be aware of as they proceed in completing environmental assessments for the individual projects. This report may be in the form of an email. No paper report is required for this part of the scope of the project.

The CONSULTANT shall prepare two versions of the Phase 1 report as follows:

- * A full version which shall be provided to FEMA and SHPO for their review.
- * A “public” version which shall have redacted any cultural resource information which by current standards could be detrimental to the resource should the information become public. This version shall be labeled as public and will be used for public environmental assessment documents and other purposes.

The final public version of the report shall be 508 Compliant.

The CONSULTANT shall provide digital copies of both versions of the report to the CITY and the CITY’s Grant Administrator (Simmering-Cory, C/O Justin Yarosevich, justin@sc-ic.com) no later than December 10th, 2021. A formal paper copy of the report shall be provided to the City C/O City Clerk, Assistant City Manager, PO Box 1086, 620 Erie Street, Storm Lake, Iowa 50588 by January 4, 2022.

TIMELINE

The CITY is working on an application for a significant project(s) under the FEMA BRIC guidelines. Applications are due to the State by the middle of December. In order to facilitate accomplishing that timeline it is critical that the Phase 1 Archeological work, outlined in this RFP, remain on schedule and that good communication occurs between all parties involved. The CITY realizes that the schedule of crop harvest activities and the ability to identify the wetland property impact the work of the CONSULTANT.

The CITY and their Grant Administrator will be working parallel to the Phase 1 work on various aspects of the application, including the environmental process. As such if there are issues that arise during the Phase 1 desktop or field work that would impact the Grant Administrator’s work, that information shall be communicated as soon as possible to the CITY and Grant Administrator.

If something shall arise that the CONSULTANT can no longer perform the work outlined in this RFP or that they cannot complete the work within the timelines outlined here, they shall immediately notify the CITY in writing.

PROPOSAL FORMAT

Every CONSULTANT that desires to submit a proposal for this work shall do so in compliance with this section of this RFP. Variances from these regulations may result in the proposal being disqualified. The CITY reserves the right to modify these requirements in the best interest of the CITY.

All Proposals Shall:

- Be submitted on 8.5 x 11 sized paper in a digital format. No paper copy is required. All proposals shall be in PDF format.
- Be limited to not more than 10 pages (duplexed) or 20 single-sided pages not including the cover page and cover letter (limited to two pages).
- Not include any font less than 11 point.
- Submitted prior to the deadline of September 3, 2021, at 5:00 PM Central Standard Time.

All proposals shall include the following three sections and information:

Section 1 – Consultant Overview.

- Overview of the consultant to include their work experience with the following key specifics:
 - CITY and Buena Vista County
 - Similar FEMA related work
- A summary of the key personnel to be involved in the project including a brief history of their experience and ability to work with the CITY to complete the project.
- References. Please provide at least three references of clients that the CONSULTANT has done work for in the past and who can speak to the firm's ability to work with the client, State, and federal organizations to achieve the desired outcomes.
- The CONSULTANT's DUNS Number and Tax ID.
- A statement and verification that the CONSULTANT doesn't have a conflict of interest with the CITY.
- A draft agreement for services. The draft agreement shall include the required federal language which is included at the end of this RFP. In addition, the agreement shall include language to cover the following:
 - Method of payment shall be outlined – the CITY would prefer to make payment by electronic means. The agreement should outline the terms of payment.
 - Frequency of billing.
 - Method for changes to the agreement shall be by written amendment subject to review by IA Homeland Security and approval by both CONSULTANT and CITY. All amendments will be formal amendments to the agreement signed by both parties.

Section 2 – Availability.

- A review and confirmation of the understanding of the project scope and timeline.
- A statement that your firm can achieve the desired outcomes for work as outlined in this RFP.

Section 3 – Fees.

- The consultant shall submit within their proposal a fee structure for their services as they relate to the work outlined in each phase of work as outlined above. The fees shall include a not-to-exceed amount for the entire scope of service outlined above. The CITY will expect the consultant to not exceed the maximum not-to-exceed amount listed in the proposal for each phase of work.
- It is understood that the scope of service related to the wetlands portion of the project is significantly variable at this time. The not-to-exceed price should cover all potential outcomes here knowing that the CITY will not have more than three sites and that the general size of the wetlands combined will not exceed 36 Acres. The CONSULTANT shall provide, in addition to the not-to-exceed price, a cost per acre for the wetland work to give the CITY an idea of the costs once they are able to determine the size and number of wetlands that will be included in the scope.
- The CONSULTANT shall provide a price separate from the not-to-exceed price for a second mobilization, if needed.

Proposals shall be submitted to the CITY no later than 5:00 PM, Central Standard Time on September 3, 2021. The CITY is not responsible for late or misdirected submittals. Proposals not received by the deadline will be rejected and not considered as part of this solicitation.

Proposals shall be submitted by email to the following email addresses:

cityclerk@stormlake.org

navratil@stormlake.org

justin@sc-ic.com

SELECTION PROCESS

The CITY will review all the proposals submitted and shall consider the proposals based on the guidelines and information requested in this proposal. Cost alone will not be the only determining factor; however, the selected proposal shall be determined to be “reasonable” as part of the review process. To help with review the CITY will use the following matrix for review of the proposals:

Selection Criteria	Available Points
Fee for Services / Reasonableness	20
Firm History and Experience	20
Firm’s Ability to Meet Timeline	30
Project Team	20
References	10

The CONSULTANT shall be eligible to work on federal projects and shall not be disbarred from federal work. The selected consultant shall agree to abide by and sign a contract that includes any federal language that FEMA or Iowa Homeland Security would require of those contracts.

The CITY will review proposals immediately following submittal and make a recommendation to the City Council at the Council’s next meeting on September 7th, 2021, for approval. The CONSULTANT’s sample agreement will be provided to IA Homeland Security for review prior to Council action on September 7th.

QUESTIONS

Due to the quick turnaround of this RFP the CITY is requesting that questions be provided to the CITY C/O City Clerk by email at cityclerk@stormlake.org no later than 5:00 p.m. Central Standard Time on August 27, 2021. The CITY will review all submitted questions at that time and prepare a response and send that to each potential vendor who has expressed interest.

Proposals are due to the CITY by Friday, September 3, 2021, at 5:00 P.M. Proposals received after the deadline will not be accepted. The CITY reserves the right to reject all proposals or amend the rules for any reason that they see is fair to the CITY.

REQUIRED FEDERAL LANGUAGE

The following required federal language is required by FEMA and IA Homeland Security to be a part of the agreement between the CONSULTANT and the CITY.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. * Not applicable for FEMA funded projects.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Staff Summary

9/7/2021

Agenda Item # 18.



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: **Resolution No. 29-R-2020-2021 Approving Final Completion, Change Order No. 1, and Final Payment of the Wastewater Treatment Plant Wetlands Project**

BACKGROUND: The City of Storm Lake developed plans and specifications through one of the City's Engineer's, EOR, for a wetlands project which was constructed directly south of the Tyson wastewater treatment facility and to the east of the Storm Lake Wastewater Treatment Plant.

The purpose of the project is to update and enhance the area south of the Tyson wastewater plant adjacent to Outlet Creek. There was 135,000 cubic yards of earthwork completed including the installation of 300 linear feet of storm sewer pipe, pond outlet structures, 33 acres of vegetation restoration, and landscape plantings and wildlife features.

The project will improve flooding conditions and filter sediment and other organic from the stream. Part of the Storm Lake Wastewater Treatment Plant's effluent will be able to be routed through the wetland to help with reducing our nutrient load.

The Engineer's estimate for this project was \$1,228,400.00. The lowest bid was submitted by Spring Lake Construction of Polk City, Iowa. They provided a bid of \$990,054.00.

Change Order No. 1 is a decrease to the contact in the amount of \$26,800.00.

FISCAL IMPACT: Reduction of \$26,800.00 making the final contact price \$963,254.00

RECOMMENDATION: Approve Resolution No. 29-R-2021-2022 Approving Final

Completion, Change Order No. 1, and Final Payment of \$35,750.00.

ATTACHMENTS:

Description	Type
▢ Resolution No. 29-R-2021-2022	Resolution
▢ Certificate of Completion	Backup Material
▢ Change Order No. 1	Backup Material
▢ Final Pay Request	Backup Material
▢ Engineer Memo	Backup Material

RESOLUTION NO. 29-R-2021-2022

**RESOLUTION APPROVING FINAL PAYMENT, CHANGE ORDER NO. 1 AND
CLOSE OUT OF THE STORM LAKE WWTP WETLANDS 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 Storm Lake WWTP Wetlands 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, Spring Lake Construction, LLC was awarded the construction contact on December 16, 2019; and

WHEREAS, Construction was deemed substantially complete December 31, 2020 and the remaining punch list work was recently finished and final completion occurred June 18, 2021.

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

Section 1. To approve Certificate of Completion as submitted by Emmons & Oliver Resources, Inc. for the Storm Lake WWTP Wetlands Project pursuant to the contract with Spring Lake Construction, LLC for work performed in the amount of \$990,054.00.

Section 2. To acknowledge that the final amount of the contract for work performed by Spring Lake Construction, LLC is \$963,254.00 as noted in Change Order No. 1, a reduction of \$26,800.00.

Section 3. Final payment will be made to Spring Lake Construction, LLC in the amount of \$35,750.00.

PASSED AND APPROVED this 7 day of September, 2021.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

SECTION 000625

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: <u>City of Storm Lake</u>	Owner's Contract No.: <u>N/A</u>
Contractor: <u>Spring Lake Construction, LLC.</u>	Contractor's Project No.: <u>N/A</u>
Engineer: <u>Emmons & Oliver Resources, Inc.</u>	Engineer's Project No.: <u>01112-0019</u>
Project: <u>Wastewater Treatment Plant Wetlands</u>	Contract Name: <u>N/A</u>

This ~~[preliminary]~~ **[final]** Certificate of Substantial Completion applies to:☒ All Work☐ The following specified portions of the Work:December 31, 2020**Date of Substantial Completion**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☒ None
☐ As follows:

Amendments to Contractor's responsibilities: ☒ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: [punch list; others]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:

By: Derek R. Lash
(Authorized signature)Title: Project EngineerDate: JANUARY 25, 2021

RECEIVED:

By: _____
Owner (Authorized Signature)

Title _____

Date _____

RECEIVED:

By: Holly Quirk
Contractor (Authorized Signature)Title: owner/memberDate: 1-25-2021

END OF SECTION

EJCDC® C-625, Certificate of Substantial Completion.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

SECTION 000941 – CHANGE ORDER FORM

Change Order No. 1

Date of Issuance: JULY 26, 2021 Effective Date: _____

Owner: City of Storm Lake Owner's Contract No.: N/A

Contractor: SPRING LAKE CONSTRUCTION, LLC. Contractor's Project No.: N/A

Engineer: Emmons & Oliver Resources, Inc. Engineer's Project No.: 01112-0019

Project: Wastewater Treatment Plant Wetlands Contract Name: N/A

The Contract is modified as follows upon execution of this Change Order: **DELETION OF WORK ITEMS THAT WERE NOT NEEDED TO BALANCE THE CONTRACT VALUE TO ZERO: (\$26,800.00)**

Description: _____ (SEE ATTACHMENT A)

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>990,054.00</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>990,054.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>26,800.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>963,254.00</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>PROJECT ENGINEER</u>	Title: _____	Title: _____
Date: <u>JULY 26, 2021</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

****END OF SECTION****

EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.



Contractor's Application for Payment No. FINAL

Application Period: 1/12/2021-6/18/2021		Application Date: 6/18/21
To (Owner): Storm Lake WWTP Wetlands	From (Contractor): Spring Lake Construction LLC	Via (Engineer): Emmons & Oliver Resources, Inc.
Project: Storm Lake WWTP Job No. 01112-0C19	Contract:	
Owner's Contract No.: Job 01112-	Contractor's Project No.:	Engineer's Project No.:

Application For Payment Change Order Summary

Approved Change Orders		1. ORIGINAL CONTRACT PRICE	\$ 990,054.00
Number	Additions	2. Net change by Change Orders	\$ 26,800.00
1	\$26,800.00	3. Current Contract Price (Line 1 ± 2)	\$ 963,254.00
		4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	\$ 963,254.00
		5. RETAINAGE:	
		a. 5% X Work Completed	\$
		b. 50% X Stored Material	\$
		c. Total Retainage (Line 5.a + Line 5.b)	\$
		6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$ 963,254.00
		7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 927,504.00
		8. AMOUNT DUE THIS APPLICATION	\$ 335,750.00
		9. BALANCE TO FINISH	
		(Column G total on Progress Estimates + Line 5.c above)	\$

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: Holly Quirk	Date: 6/18/21
-----------------------------------	---------------

Payment of: \$ 335,750.00	(Line 8 or other - attach explanation of the other amount)
is recommended by: <i>[Signature]</i>	(Engineer) JULY 26, 2021 (Date)
Payment of: \$	(Line 8 or other - attach explanation of the other amount)
is approved by:	(Owner) (Date)
Approved by:	Funding or Financing Entity (if applicable) (Date)

Spring Lake Construction - Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Storm Lake WTPP - Job No: 01112-0019										Application Number: FINAL			
Application Period: 1/12/2021-6/18/2021										Application Date: 6/18/21			
A										B			
Item		Contract Information				C				D			
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Estimated Quantity Installed	Current Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	G		
1	Excavation, Class 13	135000	CY	\$ 3.47	\$ 468,450.00				\$ 468,450.00	100%	\$ -		
2	Subgrade Preparation	1651	SY	\$ 3.00	\$ 4,953.00				\$ 4,953.00	100%	\$ -		
3	Subbase, 8" Modified	1300	TON	\$ 34.00	\$ 44,200.00				\$ 44,200.00	100%	\$ -		
4	Storm Sewer, Class V RCP, 18"	34	LF	\$ 80.00	\$ 2,720.00				\$ 2,720.00	100%	\$ -		
5	Storm Sewer, HDPE 24"	230	LF	\$ 75.00	\$ 17,250.00				\$ 17,250.00	100%	\$ -		
6	Storm Sewer, HDPE 36"	55	LF	\$ 120.00	\$ 6,600.00				\$ 6,600.00	100%	\$ -		
7	RCP Apron, 18"	1	EA	\$ 700.00	\$ 700.00				\$ 700.00	100%	\$ -		
8	CMP Apron, 24"	10	EA	\$ 1,000.00	\$ 10,000.00				\$ 10,000.00	100%	\$ -		
9	CMP Apron, 36"	2	EA	\$ 1,800.00	\$ 3,600.00				\$ 3,600.00	100%	\$ -		
10	Agri-Drain, 24" x 4', PT, Inline Water Level Control Structure	5	EA	\$ 3,000.00	\$ 15,000.00				\$ 15,000.00	100%	\$ -		
11	Agri-Drain, 54" x 5', CMP, Inline Water Level Control Structure	1	EA	\$ 27,000.00	\$ 27,000.00				\$ 27,000.00	100%	\$ -		
12	54" Top Mount Hinged Pond Gate	1	EA	\$ 2,500.00	\$ 2,500.00				\$ 2,500.00	100%	\$ -		
13	Conventional seeding: seeding, Fertilizing and conventional mulching, type 1 seed mixture (Permanent Lawn Mixture)	0.50	ACRE	\$ 4,000.00	\$ 2,000.00				\$ 2,000.00	100%	\$ -		
14	Conventional seeding: seeding, fertilizing and conventional mulching, type 3 seed mixture (permanent warm-season slope and ditch mixture)	19.50	ACRE	\$ 1,200.00	\$ 23,400.00				\$ 23,400.00	100%	\$ -		
15	Seeding: CP23 Wet Mix (wetlands)	8.20	ACRE	\$ 1,000.00	\$ 8,200.00				\$ 8,200.00	100%	\$ -		
16	Seeding: CP25 Standard Mix (slopes)	4.40	ACRE	\$ 1,100.00	\$ 4,840.00				\$ 4,840.00	100%	\$ -		
17	Coniferous Tree, 6'	4	EA	\$ 437.00	\$ 1,748.00				\$ 1,748.00	100%	\$ -		
18	Deciduous Tree, 2"	30	EA	\$ 437.00	\$ 13,110.00				\$ 13,110.00	100%	\$ -		
19	Deciduous Shrubs, #5 Container	660	EA	\$ 87.00	\$ 57,420.00				\$ 57,420.00	100%	\$ -		
20	Habitat Log	5	EA	\$ 300.00	\$ 1,500.00				\$ 1,500.00	100%	\$ -		
21	Bat House	5	EA	\$ 800.00	\$ 4,000.00				\$ 4,000.00	100%	\$ -		
22	SWPPP Management	1	LS	\$ 10,000.00	\$ 10,000.00				\$ 10,000.00	100%	\$ -		
23	SWPPP Qualifying Rain Event Inspection (>0.5")	40	EA	\$ 300.00	\$ 2,700.00				\$ 2,700.00	100%	FINAL \$2700		
24	Wattle, Wood Fiber, 9", install	10400	LF	\$ 1.50	\$ 15,600.00				\$ 15,600.00	100%	\$ -		
25	Wattle, remove	10400	LF	\$ 0.50	\$ 5,200.00	10,400	\$5,200.00		\$ 5,200.00	100%	\$ -		
26	Rip Rap, Class E Revetment w/ Geotextile Fabric	220	TON	\$ 62.00	\$ 13,640.00				\$ 13,640.00	100%	\$ -		
27	Concrete (6x6') Anti-Seep Collar	5	EA	\$ 600.00	\$ 3,000.00				\$ 3,000.00	100%	\$ -		
28	Concrete (8x8') Anti-Seep Collar	1	EA	\$ 1,000.00	\$ 1,000.00				\$ 1,000.00	100%	\$ -		
29	Silt Fence, install	5100	LF	\$ 1.70	\$ 8,670.00				\$ 8,670.00	100%	\$ -		
30	Silt Fence, removal	5100	LF	\$ 0.50	\$ 2,550.00	5100	\$2,550.00		\$ 2,550.00	100%	\$ -		
31	Stabilized Construction Entrance	1	EA	\$ 2,500.00	\$ 2,500.00				\$ 2,500.00	100%	\$ -		
32	Stabilized Construction Entrance, removal	1	EA	\$ 1,500.00	\$ 1,500.00	1	\$1,500.00		\$ 1,500.00	100%	\$ -		
33	Dust Control, Water (per thousand gallons)	100	MGAL	\$ 20.00	\$ 2,000.00				\$ 2,000.00	100%	\$ -		
34	Erosion Control Hydromulching, BFM	32.60	ACRE	\$ 2,050.00	\$ 66,830.00				\$ 66,830.00	100%	\$ -		
35	Turf Reinforcement Mats (TRM), Type 2	54	SQUARE	\$ 80.00	\$ 4,320.00				\$ 4,320.00	100%	\$ -		
36	Additional Erosion Control Measures	1	ALLOW	\$ 25,000.00	\$ 7,500.00	0.1	\$2,500.00		\$ 7,500.00	100%	\$7,500		
37	3-Year Vegetation Establishment / Maintenance Warranty Period (to start after final payment)	1	LS	\$ 24,000.00	\$ 24,000.00	1	\$24,000.00		\$ 24,000.00	100%	\$ -		
38	Chain Link Fence, 7'	700	LF	\$ 25.00	\$ 17,500.00				\$ 17,500.00	100%	\$ -		
39	Gates, 16' X 7'	2	EA	\$ 1,400.00	\$ 2,800.00				\$ 2,800.00	100%	\$ -		

Contractor's Application

1001

	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455																																																																																																																																																																																																																																																																
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\$	963.254.00
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\$ 963,254.00
-42,761.30

Project Name	Waste Water Treatment Plant Wetlands Project (01112-0019)	Date	7/26/2021
To / Contact info	Mayra Martinez / martinez@stormlake.org Tyler Gibbins / gibbins@stormlake.org		
Cc / Contact info	Scott Olesen / olesen@stormlake.org Keri Navratil / navratil@stormlake.org David Derragon / derragon@stormlake.org Kevin M. Griggs, PWS, CWB / kgriggs@eorinc.com		
From / Contact info	Derek R. Lash, PE, CPES <i>Derek R. Lash</i>		
Regarding	Attachment A for Change Order No. 1 for Spring Lake Construction		

Purpose:

The purpose of this memorandum is to clarify items included in Change Order Number 1.

Deducted ItemsChange Order No. 1

1. Item No. 23: SWPPP Qualifying Rain Event Inspection (>0.5").....(\$9,300.00)
2. Item No. 36: Additional Erosion Control Measures.....(\$17,500.00)

Total Amount.....**(\$26,800.00)**

Staff Summary

9/7/2021

Agenda Item # 19.



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: Tyler Gibbins, Staff Accountant

SUBJECT: **Motion To Appoint New Member to the Airport Commission**

BACKGROUND: Following the 3rd and final reading of Ordinance 02-O-2021-2021 the City now allows non-Storm Lake residents to be appointed to the Airport Commission.

Jason Dierking has submitted an application for appointment for review. Jason currently meets all the requirements of a non-resident commission member outlined in Ordinance 02-O-2021-2022.

It is recommended to approve Jason's application for appointment to the Airport Commission.

FISCAL IMPACT: N/A

RECOMMENDATION: Approve the motion to appoint Jason Dierking to the Airport Commission effect publication of Ordinance.

ATTACHMENTS:

Description	Type
Application	Backup Material

Nelda Kirkholm

From: noreply@civicplus.com
Sent: Monday, August 23, 2021 7:43 PM
To: cityclerk
Subject: Online Form Submittal: Application For Appointments To Storm Lake Boards & Commissions

Application For Appointments To Storm Lake Boards & Commissions

City of Storm Lake
P.O. Box 1086, 620 Erie St Phone 712-732-8000

APPLICATION FOR APPOINTMENTS TO STORM LAKE BOARDS & COMMISSIONS

First Name	Jason
Last Name	Dierking
Address1	220 Casino Road
City	Storm Lake
State	Iowa
Zip	50588
Primary Phone #	7122991697
Other Phone #	<i>Field not completed.</i>
Business Phone #	<i>Field not completed.</i>
E-mail Address	jason@jasondierkingmd.com
Preferred Method of Communication?	E-mail
How long have you lived in Storm Lake?	15 years
Employer	BVRMC
Occupation	Surgeon
List any volunteer/civic/community	<i>Field not completed.</i>

activity in which you have been involved:

Please check the following City boards or commission to which you would like to be appointed:	Airport Commission
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Why do you want to serve on this board or commission?	I am a pilot who uses the airport and also a neighbor to the airport. I would appreciate the opportunity to be of service.
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In accordance with Iowa Code Chapter 362 the City must determine what relationships or transactions you may have or potentially have with the City of Storm Lake prior to your appointment to a Board or Commission. In order to do this we must ask you to answer the following questions.

Do you or any immediate family member own or are part owners of a business doing business with the City of Storm Lake?	No
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If so, name of the business and the percentage you or immediate family member own?	<i>Field not completed.</i>
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Are you employed by any business doing business with the City of Storm Lake?	No
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If Yes:	<i>Field not completed.</i>
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What is the name of the Business:	Erika's
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Is your salary/bonus determined by financial performance of the company or do you receive a commission?	No
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I certify that above answers are correct and true.

Signature	Jason Dierking
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Date	8/23/2021
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"Appointment to City Boards and Commissions are made by the Storm Lake Mayor and confirmed by the City Council."

Staff Summary

9/7/2021

Agenda Item # 20.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
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REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: City Council Requested Items

BACKGROUND: Future City Council Work Sessions:
1. Fireworks Review
2. DNR Update on Lake
3. Iowa Lakes Corridor

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

Staff Summary

9/7/2021

Agenda Item # 21.



City of Storm Lake
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REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Motion To Recess City Council Meeting Council and Reconvene at the Library to Attend a Library Reception**

BACKGROUND: The Library Board and Friends of the Library are hosting a reception to meet and greet the City of Storm Lake officials.

No official action(s) anticipated.

FISCAL IMPACT:

RECOMMENDATION: Recess and Reconvene at the Storm Lake Library