

**CITY OF STORM LAKE  
REGULAR COUNCIL MEETING, DUE TO  
COVID-19, THIS MEETING WILL BE A  
TELEPHONIC MEETING ONLY ~ DIAL IN  
TO PARTICIPATE: 1-408-418-9388 ACCESS  
CODE: 24570177  
APRIL 6, 2020  
5:00 PM**



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

## **AGENDA**

- A. Pledge of Allegiance
- B. **Consideration of Changes in Agenda and Setting the Agenda**
  - 1. Hear the Public
    - A. **Disclosure by City Council Members**
  - 2. Consent Agenda
    - A. **Approve Consent Agenda**
    - B. **Buy Local Information**
    - C. **SLPD City Code Enforcement Summary**
    - D. **Approval of Permanent Easement with Jolaneco, LLC for the Michigan Street Parking Lot Project**
- 3. **Motion to Approve A Lime Hauling Contract With MRA Custom Applications, LLC. Sac City, Iowa.**
- 4. **Motion Approving Professional Services Agreement with Bolton & Menk for the 2020 W. 7th Street Sanitary Sewer Improvements Project**
- 5. **Motion to Approve Amendment to the Engineering Agreement with Veenstra & Kimm, Inc for the 1st & Mae Sewer Lining Project**
- 6. **Resolution No. 63-R-2019-2020 Approving Change Order No. 4, Close Out and Final Payment for the 1st & Mae Sewer Lining Project**
- 7. **Motion to Approve Agreement with Iowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Water Quality Initiative Project - Storm Lake Community School District Courtyard Project**
- 8. **Motion To Consider Funding Request- Day of the Child Multicultural Festival**
- 9. **Motion to Consider Funding Request- Americorp Internship**
- 10. **Ordinance No. 05-O-2019-2020 Consideration of Repealing Ordinance for the division of revenues for South School Urban Renewal Plan - 2nd Reading**
- 11. **City Council Requested Items**
- 12. 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

4/6/2020

Agenda Item # B.



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:** Consideration of Changes in Agenda and Setting the Agenda

**BACKGROUND:**

**FISCAL IMPACT:**

**RECOMMENDATION:**

## Staff Summary

4/6/2020

Agenda Item # A.



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:** Disclosure by City Council Members

**BACKGROUND:**

**FISCAL IMPACT:**

**RECOMMENDATION:**

# Staff Summary

4/6/2020

Agenda Item # A.



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

**REPORT TO:** Honorable Mayor and City Council

**FROM:** Mayra Martinez, City Clerk

**SUBJECT:** **Approve Consent Agenda**

**BACKGROUND:** The Consent Agenda Includes:

- List of bills for approval
- King's Pointe and Sunrise Pointe disbursements for approval
- Approve the March 16, 2020 City Council Minutes
- Approve the March 31, 2020 Special City Council Minutes
- Approve Renewal Liquor License for Puff's (pending on dram shop)
- Approve the Code Enforcement Summary (see staff summary)
- Approve the Permanent Easement with Jolaneco, LLC for the Michigan Street Parking Lot Project

**FISCAL IMPACT:** The City will pay the following expenditures:

- List of Bills - \$795,898.12
- King's Pointe and Sunrise Pointe Golf Course Bills - \$228,444.65

The City will receive the following revenues:

- Puff's Liquor license renewal - \$845.00

**RECOMMENDATION:** Approve Consent Agenda

## ATTACHMENTS:

| Description                                     | Type          |
|-------------------------------------------------|---------------|
| ☐ Minutes - March 16, 2020                      | Minutes       |
| ☐ Minutes - March 31, 2020 Special              | Minutes       |
| ☐ List of Bills                                 | List of Bills |
| ☐ King's Pointe and Golf Course - List of Bills | List of Bills |
| ☐ Puff's Liquor Application 2020                | Application   |



**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,  
MARCH 16, 2020 5:00 PM**

Present: Mayor Michael Porsch, Council Members Jose Ibarra, Tyson Rice, Dan Smith (by phone), Kevin McKinney (by phone), and Maria Ramos. Absent: none. Staff present: City Manager Keri Navratil, Assistant City Manager David Derragon, City Attorney Phil Havens, Police Chief Chris Cole, Fire Chief Mike Jones, Detective Randy Weflen. Water Quality Code Compliance Director Scott Olesen, Library Director Elizabeth Huff, King's Pointe Manager Mark Clossey, Finance Director Brian Oakleaf, and City Clerk Mayra Martinez.

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

Pledge of Allegiance

**Agenda** - Moved by Council Member Rice to approve setting the Agenda as presented. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

**Disclosure by City Council Members** – None.

Mayor Porsch read a Proclamation of Emergency for the City of Storm Lake in response to Covid-19 posing a serious and deadly threat to the public. I hereby determine that a state of emergency exists and direct that all gatherings of 50 people or more on public property or public right-of-way are hereby prohibited. I further determine and direct the Police Chief to enforce such direction to avoid any such gatherings, whether formally or informally organized.

In an effort to stop Covid-19 the City of Storm Lake will be adjusting the lobby hours of City Hall to be 9:00 am to 4:00 pm. The lobby hours of the Police Department will be adjusted to 9:00 am to 3:00 pm and the Library hours will follow the State Library recommendations for openings and closings. Some cancellations are the Legislative Forum, Meet the Mayor, and the indoor waterpark at King's Pointe is closed for 30 days, and Shelter House reservations have been cancelled for thirty days.

Mayor Porsch would appreciate that the community take everyone into consideration when shopping and to only shop for one week's supply of items that you need so that others are able to shop for what they need as well.

Mayor Porsch reminded everyone that Census 2020 invitations are in the mail now and many have probably received them already. Citizens can fill it out online, over the phone or mail it and all answers are confidential. The City will allow computer use at City Hall for completing the Census forms. Please call and set up an appointment to come in and use the computer.

**Hear the Public** - Griffin Merchant, 1700 Shoreway Road, is a member of the Providence Go Getters 4-H Club proposed that the City Council to amend an ordinance to allow more chickens in City limits. This ordinance would have the rules of enclosed coops and optional enclosed courtyards, pens of four to six chickens and no roosters.

Amy Helmer, General Manager of McDonalds, representing the Heart to Heart organization. She is proposing and asking that a voting member of the City Council be part of the Storm Lake Child Care Steering committee to represent the City. Mayor Porsch commented that the Council will consider the request.

Mayor Porsch announced that Council Members McKinney and Smith are under the weather and are attending the meeting via phone.

**Consent Agenda** - Moved by Council Member Ibarra to approve the consent agenda which includes list of bills check #'s 74940 through 75012, PR check #'s 59835 through 59841, EFT #'s 982 through 1017, DFT #'s 654 through 666, 668 through 680 and 685, King's Pointe and Sunrise Pointe disbursements, March 2, 2020 City Council Minutes, renewal liquor license for Mo's and Sichanh Liquor Store and Code Enforcement Summary. Seconded by Council Member Ramos. Vote: All ayes. Motion carried.

**Funding Request- Day of the Child Multicultural Festival** – Trevina Jefferson presented to the City Council a funding request for purchase of an 1800' carnival tent for \$5,000.00 to be used for Day of the Child Multicultural Festivals and other multiple events and be stored at Storm Lake United. Mayor Porsch asked how funding was obtained for last year's event. Tyson Foods (\$10,000), Alliant Energy, BVRMC, Friends of the Library, some Diverse Populations, City of Storm Lake, and Storm Lake United. Mayor Porsch and Council Members Ibarra, Ramos, McKinney asked the following: Inquired what the total costs were for the event last year. Asked who is ultimately responsible for the liability of the tent, inquired as to who would be the owner of the tent, Lee Dutfield with Storm Lake United approached the podium and commented that he doesn't think that Storm Lake United has storage space for a tent this size and that he would have to check with their insurance company to confirm if their coverage would cover the tent and it's events. Mayor Porsch commented that with the amount of questions asked this request will be tabled for advisement and more discussion.

**Funding Request- Americorp Internship** – Trevina Jefferson is requesting funding of \$3,000.00 to use towards an Americorp internship. The funds would help support one full time Americorp member or four quarter time members and it would also be used for matching funds when applying to Volunteer Iowa for more members to use in the program. The Council Members did not have enough substantial information to make a decision for the funding and will pass on it at this time.

**Storm Lake United Events - Moved** by Council Member Ramos to adopt Resolution No. 58-R-2019-2020 authorizing a series of requests related to the use of Public properties and services for community events scheduled through the year 2020, hosted by Storm Lake United. Seconded by Council Member Ibarra. Roll call vote: All ayes: Motion carried.

**Reconstruct Runway Lighting - 13/31 And Taxiway Lighting** - Moved by Council Member Rice to set a Public Hearing for April 20, 2020 at 5:00 p.m. for reconstruction of runway lighting 13/31 and taxiway lighting and approve the bid. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

**FY 2020-2021 Budget** -Mayor Porsch opened the public hearing for the FY 2020-2021 budget. Stating this was the time place for any commenting hearing no comments. Mayor Porsch then closed the public hearing.

Moved by Council Member Ibarra to approve Resolution No. 59-R-2019-2020 adopting the FY 2020-2021 budget. Seconded by Council Member Rice. Roll call vote: All ayes. Motion carried.

Mayor Porsch thanked all the department heads and staff involved in the budget process for all their work and commented that the budget is going in the right direction.

**South School Urban Renewal Plan Termination** - Moved by Council Member Ibarra to approve Resolution No. 60-R-2019-2020 terminating the South School Urban Renewal Plan for the south school urban renewal area and ending the south school urban renewal area. Seconded by Council Member McKinney. Roll call vote: All ayes. Motion carried.

Moved by Council Member Ibarra to approve the first reading of Ordinance No. 05-O-2019-2020 repealing ordinance for the division of revenues for south school urban renewal plan. Seconded by Council Member Ramos. Roll call vote: All ayes. Motion carried.

**7<sup>th</sup> Street and Geneseo St Lining Project** - Moved by Council Member Ibarra to approve Bolton & Menk for engineering services for the 7<sup>th</sup> Street and Geneseo Street lining project. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

**Employee Handbook** - Moved by Council Member Ibarra to approve an update of the Employee Handbook sections 2, 5, 7 and 8. Seconded by Council Member Smith. Vote: All ayes. Motion carried.

**Community and Housing Needs Assessment** - Mayor Porsch opened the public hearing to consider a Community Development and Housing Needs assessment. Hearing comments - Trevina Jefferson asked that on this assessment or any future assessment the Community and Housing Needs Assessment include adding a child care facility in Storm Lake. Also requested that a voting member of the City Council be a member of the Storm Lake Child Care Steering Committee for help with future plans. Amy Helmers with McDonalds reiterated that housing is a great concern in Storm Lake and that it is difficult finding a place to live. Also, she is not confident with the child care system in Storm Lake and it is hard to bring leaders to the community with a housing shortage and no child care. No additional comments were made. Mayor Porsch then closed the public hearing.

Moved by Council Member Ibarra to approve Resolution No. 62-R-2019-2020 approving Community and Housing needs assessment. Seconded by Council Member Rice. Roll call vote: All ayes. Motion carried.

**City Council Requested Items** – A work session for updates on the Campground and Marina is set for April 20, 2020.

**Adjournment** - Moved by Council Member Ramos to adjourn the meeting at 6:31 pm. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

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Michael Porsch, Mayor

ATTEST:

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Mayra A. Martinez, City Clerk

**SPECIAL COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,  
MARCH 31, 2020 8:30 A.M.**

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

Staff present via conference call: City Manager Keri Navratil, Assistant City Manager David Derragon, and City Clerk Mayra Martinez

Mayor Porsch called the meeting to order for the City of Storm Lake at 8:30 am Special Council meeting via conference call. Due to Covid-19, this meeting will be a telephonic meeting only the Phone number and access code are on the agenda and were posted 24 hours before this meeting.

**Hear the Public** – none

**Small Business Relief Program** – Moved by Council Member McKinney to approve the Small Business Relief Program for business owned and operated for Storm Lake residents only. Program is for businesses impacted by the COVID-19 virus. Eligible for businesses employing under 25 employees prior to March 17, 2020 and within the Storm Lake City limits. Seconded by Council Member Ramos. Roll call vote: All ayes with Council Member Smith absent

**Adjournment** – Moved by Council Member Rice to adjourn the meeting at 8:54 am. Seconded by Council Member Ibarra. Vote: All ayes with Council Member Smith absent. Motion carried.

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Michael Porsch, Mayor

ATTEST:

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Mayra A. Martinez, City Clerk



Storm Lake, IA

# My Buy Local\_v1

Payment Date Range: 03/19/2020 - 04/08/2020

| Vendor Name                                 | Buy Local Info     | Payable Description                              | Total Payments    |
|---------------------------------------------|--------------------|--------------------------------------------------|-------------------|
| BVC                                         |                    |                                                  |                   |
| Buena Vista County Solid Waste              | BVC                | 4th Quater Installment FY2020                    | 87,450.00         |
| Power Solutions, Inc                        | BVC                | Generator Service Agreement                      | 600.00            |
| Mike's Electronics Inc                      | BVC                | West Clarifier Repairs                           | 527.19            |
| Power Solutions, Inc                        | BVC                | Generator Service Agreement                      | 663.25            |
| Mike's Electronics Inc                      | BVC                | Drain Lift Repairs                               | 90.00             |
| Buena Vista County Solid Waste              | BVC                | Recycling                                        | 209.04            |
| <b>BVC Total:</b>                           |                    |                                                  | <b>89,539.48</b>  |
| Contract/Agreement                          |                    |                                                  |                   |
| Spring Lake Construction                    | Contract/Agreement | Pay Request #1 of WWTP Wetland Project           | 161,384.10        |
| Havens & Havens Trust Account               | Contract/Agreement | Closing of 1220 E 4th Street- Public Service Bul | 157,346.68        |
| Emmons & Olivier Resources, Inc             | Contract/Agreement | Implementation Services                          | 9,429.40          |
| Storm Lake Public Library Gallery Guild Inc | Contract/Agreement | 4th Qtr FY2020 Outside Agency Funding            | 3,250.00          |
| Emmons & Olivier Resources, Inc             | Contract/Agreement | General Engineering Services                     | 1,284.75          |
| <b>Contract/Agreement Total:</b>            |                    |                                                  | <b>332,694.93</b> |
| Local                                       |                    |                                                  |                   |
| Rebnord Technologies, Inc                   | Local              | Council Chambers Upgrades                        | 50,000.00         |
| Vetter Equipment                            | Local              | Clipper Mower                                    | 7,800.00          |
| Philip E Havens                             | Local              | March 2020 Legal Services                        | 3,009.84          |
| L & G Products, Inc                         | Local              | Mulch                                            | 4,144.00          |
| Long Lines                                  | Local              | Fax Line & Emergency Line Service                | 1,477.94          |
| Bomgaars Supply, Inc                        | Local              | Supplies                                         | 1,371.72          |
| Arnold Motor Supply, LLP                    | Local              | Supplies                                         | 1,343.85          |
| King's Pointe Resort                        | Local              | February 2020 Cottage Expenses                   | 1,170.00          |
| Melanders TV & Appliances                   | Local              | Wash Machine                                     | 799.99            |
| Michael P. Reinert                          | Local              | Hatch Door at Emerald Park                       | 771.40            |
| Garbage Hauling Service Inc                 | Local              | Garbage Service                                  | 754.25            |
| Builders FirstSource Inc                    | Local              | Plywood                                          | 660.45            |
| Larson Oil & Distributing Co, Inc           | Local              | 77536                                            | 654.00            |
| Storm Lake Ace Hardware                     | Local              | Supplies                                         | 477.03            |
| Reding's Gravel & Excavating Co., Inc       | Local              | Rock                                             | 407.17            |
| WalMart #01-1526                            | Local              | Supplies                                         | 362.59            |
| Color-ize Inc                               | Local              | Census Flyers                                    | 338.50            |
| The Storm Lake Times                        | Local              | Publications                                     | 338.50            |
| Hy-Vee, Inc                                 | Local              | Supplies                                         | 308.97            |
| Plumbing & Heating Wholesale, Inc           | Local              | Blower Motor                                     | 281.37            |
| Larson Oil & Distributing Co, Inc           | Local              | Propane                                          | 218.00            |
| Qwest Corporation                           | Local              | Phone Service                                    | 206.20            |
| Plumbing & Heating Wholesale, Inc           | Local              | Supplies                                         | 206.17            |
| Nelsons Vet Supply                          | Local              | Dust Masks                                       | 202.50            |
| Wiese Plumbing & Heating, Inc               | Local              | Janitor Closet Faucet/Sink Repairs               | 201.00            |
| Edwards Storm Lake                          | Local              | Door Handle Replacement                          | 176.03            |
| Color-ize Inc                               | Local              | Business Cards                                   | 155.25            |
| North Lake Truck Repair                     | Local              | Valve                                            | 153.38            |
| Builders FirstSource Inc                    | Local              | Supplies                                         | 148.20            |
| Kelly Johnson                               | Local              | February 2020 Punches                            | 144.00            |
| Color-ize Inc                               | Local              | Census Posters                                   | 142.11            |
| A & A Automotive                            | Local              | Water Pump Repairs                               | 131.05            |
| Redenbaugh Chiropractic, PC                 | Local              | Physical- Muniz                                  | 260.00            |
| Graffix Inc                                 | Local              | Banner                                           | 125.00            |
| Qwest Corporation                           | Local              | March 2020 Phone Service                         | 120.31            |
| Vetter Equipment                            | Local              | Chainsaw Supplies                                | 116.49            |
| Storm Lake Hydraulics Co, Inc               | Local              | Hyd Hose & Supplies                              | 112.94            |
| Stanton Electric, Inc                       | Local              | Fuses                                            | 110.00            |

## My Buy Local\_v1

Payment Date Range: 03/19/2020 - 04/08/2020

| Vendor Name                           | Buy Local Info | Payable Description                      | Total Payments |
|---------------------------------------|----------------|------------------------------------------|----------------|
| Michael P. Reinert                    | Local          | Supplies                                 | 99.20          |
| Reding's Gravel & Excavating Co., Inc | Local          | Rock                                     | 93.25          |
| Graffix Inc                           | Local          | Give-A-Ways                              | 88.70          |
| Fastenal Company                      | Local          | Locks                                    | 86.82          |
| Rebnord Technologies, Inc             | Local          | Masks                                    | 85.00          |
| Zone Home Entertainment, LLC          | Local          | Service Call- Washer                     | 85.00          |
| Plumbing & Heating Wholesale, Inc     | Local          | PVC Pipe                                 | 83.53          |
| Color-ize Inc                         | Local          | Business Cards                           | 77.55          |
| Iowa Office Supply Inc                | Local          | Office Supplies                          | 74.75          |
| Wiese Plumbing & Heating, Inc         | Local          | Mittelstadt Service Call                 | 71.00          |
| Vetter Equipment                      | Local          | Chainsaw Bar                             | 63.96          |
| Builders FirstSource Inc              | Local          | Supplies                                 | 60.44          |
| Iowa Office Supply Inc                | Local          | Office Supplies                          | 51.04          |
| Michael P. Reinert                    | Local          | Tube                                     | 48.30          |
| Plumbing & Heating Wholesale, Inc     | Local          | Restroom Supplies                        | 39.30          |
| Rhox Sandwiches LLC                   | Local          | Meet the Mayor and Family Night Supplies | 33.58          |
| Iowa Office Supply Inc                | Local          | Notary Stamp- Younie                     | 33.00          |
| Michael P. Reinert                    | Local          | Materials                                | 28.90          |
| Storm Lake Bakery                     | Local          | Supplies                                 | 28.00          |
| A & A Automotive                      | Local          | Tire Reparis                             | 27.83          |
| Iowa Office Supply Inc                | Local          | Frame                                    | 22.64          |
| Plumbing & Heating Wholesale, Inc     | Local          | Supplies                                 | 22.59          |
| Mangold Environmental Testing, Inc    | Local          | Shipping                                 | 13.16          |
| Iowa Office Supply Inc                | Local          | Office Supplies                          | 11.32          |
| Mangold Environmental Testing, Inc    | Local          | Shipping Services                        | 10.65          |
| Buena Vista Regional Medical Center   | Local          | ID Name Tags                             | 10.00          |
| North Lake Truck Repair               | Local          | Drain Cable                              | 7.92           |
| Fastenal Company                      | Local          | Supplies                                 | 7.49           |
| North Lake Truck Repair               | Local          | Cable                                    | 13.19          |
| Plumbing & Heating Wholesale, Inc     | Local          | Couplers                                 | -192.11        |

Local Total: 80,586.20

## Non-Local

|                                         |           |                                               |           |
|-----------------------------------------|-----------|-----------------------------------------------|-----------|
| Thompson Innovation                     | Non-Local | Pay #1 of SCADA Update                        | 64,185.91 |
| Ziegler, Inc                            | Non-Local | FY2020 Generator Maintenance Agreement        | 50,258.62 |
| H-O-H Water Technology, Inc             | Non-Local | Polymer                                       | 7,544.87  |
| Electric Pump Inc                       | Non-Local | Water Plant LS Pump #1 Rebuild                | 6,051.95  |
| Mississippi Lime Company                | Non-Local | Lime                                          | 16,557.23 |
| Chem-Sult, Inc                          | Non-Local | Sodium Chlorite                               | 4,055.26  |
| Midwestern Mechanical of Iowa, Inc      | Non-Local | Boiler Pump Installation                      | 3,731.22  |
| Tyler Technologies, Inc                 | Non-Local | Coverison Services                            | 2,718.00  |
| LES Industries Fournier Inc             | Non-Local | Troubleshooting Press Issues                  | 2,450.00  |
| Kirkwood Community College              | Non-Local | Basic Water Distribution Training             | 1,920.00  |
| Sta-Mel Enterprises, Inc                | Non-Local | Deicing Salt                                  | 1,919.90  |
| National Fire Protection Association    | Non-Local | FY2020 Membership                             | 1,575.00  |
| Qualified Presort Service, LLC          | Non-Local | Printing Services                             | 1,523.23  |
| Electric Pump Inc                       | Non-Local | UV System Repairs                             | 1,440.80  |
| Target Pest Control LLC                 | Non-Local | Downtown Pigeon Control Svc                   | 1,400.00  |
| Ahlers & Cooney, P.C.                   | Non-Local | URP Termination Legal Services                | 1,354.38  |
| Mitchell Nasers                         | Non-Local | Lime Hauling Services                         | 1,260.79  |
| Electric Pump Inc                       | Non-Local | UV System Repairs                             | 1,258.69  |
| Municipal Pipe Tool Co., LLC            | Non-Local | Pay Request #4 (Final)- 1st & Mae Street Sewe | 1,140.76  |
| Foundation Analytical Laboratory, Inc   | Non-Local | Testing Services                              | 1,120.95  |
| NCL of Wisconsin, Inc                   | Non-Local | Testing Supplies                              | 1,066.31  |
| Vessco, Inc                             | Non-Local | Conveyor                                      | 905.14    |
| Auditor State of Iowa                   | Non-Local | FY2019 Audit Filing Fee- City of Storm Lake   | 850.00    |
| Elliot Equipment Company                | Non-Local | Gutter Boom                                   | 792.95    |
| Northland Auto & Marine of Emmetsburg I | Non-Local | Mower Service                                 | 1,473.47  |
| Menards, Inc                            | Non-Local | Construction Supplies                         | 652.39    |
| Ahlers & Cooney, P.C.                   | Non-Local | Legal Service                                 | 633.50    |
| James Patrick Johnson                   | Non-Local | Sewer Jetter Services- Michigan Street        | 620.00    |

## My Buy Local\_v1

Payment Date Range: 03/19/2020 - 04/08/2020

| Vendor Name                                | Buy Local Info  | Payable Description                         | Total Payments    |
|--------------------------------------------|-----------------|---------------------------------------------|-------------------|
| Northland Auto & Marine of Emmetsburg I    | Non-Local       | Mower Service                               | 573.39            |
| Barco Municipal Products, Inc              | Non-Local       | Barricades                                  | 492.36            |
| Qualified Presort Service, LLC             | Non-Local       | Printing Services                           | 490.62            |
| Central Iowa Distributing, Inc             | Non-Local       | Cleaning Supplies                           | 442.50            |
| Dale Vitito                                | Non-Local       | Uniforms                                    | 402.99            |
| Iowa Stormwater Education Partnership      | Non-Local       | Training Registration                       | 378.00            |
| Foundation Analytical Laboratory, Inc      | Non-Local       | Testing Services                            | 367.00            |
| Northland Auto & Marine of Emmetsburg I    | Non-Local       | Mower Service                               | 353.05            |
| Werner Sewer & Septic, LLC                 | Non-Local       | Sewer Cleaning- 707 W 5th Street            | 337.50            |
| Iowa Employment Conference                 | Non-Local       | 2020 Iowa Employment Conference             | 335.00            |
| Northland Auto & Marine of Emmetsburg I    | Non-Local       | Mower Service                               | 315.69            |
| P.Q.L., Inc.                               | Non-Local       | LED Wall Packs                              | 251.35            |
| Pitney Bowes                               | Non-Local       | Postage Machine Agreement                   | 249.99            |
| Ed M. Feld Equipment Company, Inc          | Non-Local       | Uniforms                                    | 245.52            |
| Midwest Breathing Air, LLC                 | Non-Local       | Quarterly Air Test                          | 238.55            |
| ILEA Uniform Website                       | Non-Local       | Uniforms- Fritz- Order# 142938              | 450.00            |
| Foundation Analytical Laboratory, Inc      | Non-Local       | Testing Services                            | 224.50            |
| Qualified Presort Service, LLC             | Non-Local       | Printing Services                           | 208.75            |
| Hach Company                               | Non-Local       | Testing Supplies                            | 189.00            |
| W. W. Grainger, Inc                        | Non-Local       | Supplies                                    | 185.16            |
| Iowa Division of Labor                     | Non-Local       | Operating Permit & Inspection Fee           | 350.00            |
| National Fire Protection Association       | Non-Local       | FY2020 Membership- Olesen                   | 175.00            |
| Electric Pump Inc                          | Non-Local       | O-Rings for Pumps                           | 152.43            |
| University Enterprises, Inc                | Non-Local       | WWTP Enrollments- Muniz                     | 150.00            |
| Danko Emergency Equipment Co               | Non-Local       | Lock Pin                                    | 144.27            |
| Ahlers & Cooney, P.C.                      | Non-Local       | Labor Relations Legal Services              | 120.00            |
| Auditor State of Iowa                      | Non-Local       | FY2019 Filing Fee                           | 100.00            |
| State of Iowa, Commerce- Insurance Divisic | Non-Local       | FY2020 Filing Fee                           | 100.00            |
| Ed M. Feld Equipment Company, Inc          | Non-Local       | Hydotests                                   | 70.00             |
| Cintas First Aid & Safety                  | Non-Local       | First Aid Supplies                          | 67.34             |
| Iowa Lakes Regional Water                  | Non-Local       | Water Service                               | 65.09             |
| Evertex, Inc                               | Non-Local       | April 2020 Internet Service                 | 62.25             |
| Keller Plumbing, Heating, & Air LLC        | Non-Local       | Installation of New Water Meter             | 58.50             |
| Dale Vitito                                | Non-Local       | Name Plate                                  | 37.69             |
| Steven A Beeck                             | Non-Local       | Window Cleaning Service                     | 37.00             |
| W. W. Grainger, Inc                        | Non-Local       | Wrenches & Brushes                          | 34.80             |
| Underground Location Company               | Non-Local       | Locate Services                             | 26.30             |
| Menards, Inc                               | Non-Local       | Construction Supplies                       | 6.49              |
| <b>Non-Local Total:</b>                    |                 |                                             | <b>188,949.40</b> |
| Payroll/Refunds                            |                 |                                             |                   |
| Daniel Jimenez Parra                       | Payroll/Refunds | Cash Seized During Investigation 19-031009  | 4,400.00          |
| North Star Community Credit Union          | Payroll/Refunds | Refund of Overpayment for Towing Storage Fe | 1,675.00          |
| Patrick Diekman                            | Payroll/Refunds | Uniform Allowance                           | 500.00            |
| Custodian of Petty Cash                    | Payroll/Refunds | FY2020 Campground Starting Cash             | 260.00            |
| Kane Pedersen                              | Payroll/Refunds | 2/27/2020 Distribution Class                | 205.96            |
| Rony Bartolome                             | Payroll/Refunds | COVID-19 Shelter Cancellation Refund        | 80.00             |
| Marta Sandoval                             | Payroll/Refunds | COVID-19 Shelter Cancellation Refund        | 80.00             |
| Luis Almeida                               | Payroll/Refunds | COVID-19 Shelter Cancellation Refund        | 80.00             |
| Custodian of Petty Cash- Jean Cashman      | Payroll/Refunds | SLPD Postage                                | 63.90             |
| <b>Payroll/Refunds Total:</b>              |                 |                                             | <b>7,344.86</b>   |
| <b>Grand Total:</b>                        |                 |                                             | <b>699,114.87</b> |

# King's Pointe Resort

## Claims Publication

From 3/12/2020 to 4/2/2020

| Vendor                                             | Description    | Amount     |
|----------------------------------------------------|----------------|------------|
| 1000bulbs.com                                      | Supplies       | \$117.44   |
| ACCO Unlimited Corporation                         | Supplies       | \$1,204.60 |
| American Hotel Register Company                    | Supplies       | \$1,064.22 |
| American Red Cross                                 | Supplies       | \$300.00   |
| American Society of Composers, Authors and Publish | Services       | \$436.69   |
| Authnet Gateway                                    | Services       | \$25.00    |
| BevSpot                                            | Services       | \$377.80   |
| Bottling Group, LLC dba Pepsi Beverages Company    | Beverages      | \$1,290.18 |
| Builders FirstSource Inc                           | Supplies       | \$922.00   |
| Captive-Aire Systems, Inc.                         | Services       | \$700.00   |
| CenterPoint Energy Services, Inc                   | Utilities      | \$8,707.15 |
| Cintas Corporation                                 | Supplies       | \$1,656.60 |
| Cintas Corporation No. 2                           | Supplies       | \$518.70   |
| Color-ize                                          | Supplies       | \$2,878.05 |
| COUNSEL                                            | Agreement      | \$467.08   |
| CTS Systems, Inc.                                  | Services       | \$56.40    |
| Doll Distribution                                  | Beverages      | \$1,216.90 |
| ECOLAB                                             | Supplies       | \$83.87    |
| Garbage Hauling Service, Inc.                      | Utilities      | \$537.84   |
| Grainger                                           | Supplies       | \$708.95   |
| Heartland Payment Systems                          | Services       | \$5,807.85 |
| Hermel Wholesale                                   | Food           | \$2,845.43 |
| HyVee                                              | Food/Beverages | \$2,399.85 |
| iHeartMedia Entertainment Inc                      | Advertising    | \$150.00   |
| Iowa Dept of Revenue                               | Sales Tax      | \$5,000.00 |
| Iowa Sportsman                                     | Advertising    | \$300.00   |
| Jayne Riedell                                      | Reimbursement  | \$501.23   |
| Johnson Brothers                                   | Beverages      | \$300.30   |
| Julius Cleaners                                    | Services       | \$348.30   |
| KAYL/KKIA                                          | Advertising    | \$1,562.50 |
| KTIV Television Inc.                               | Advertising    | \$3,025.00 |
| M3 Accounting + Analytics                          | Supplies       | \$704.21   |
| Mark Clossey                                       | Reimbursement  | \$240.90   |
| Martin Brothers                                    | Food           | \$7,440.25 |
| Mediacom                                           | Utilities      | \$480.40   |
| Melanders                                          | Supplies       | \$858.99   |
| Michael P. Reinert dba Olsen Welding & Machine     | Supplies       | \$45.00    |
| MidAmerican Energy                                 | Utilities      | \$474.90   |
| Midwestern Mechanical of Iowa, Inc.                | Services       | \$2,371.00 |
| Office Elements                                    | Supplies       | \$88.90    |
| Oracle America, Inc.                               | Services       | \$3,187.20 |
| Pilot Tribune                                      | Advertising    | \$31.72    |
| Pitney Bowes                                       | Postage        | \$351.98   |
| Plumbing and Heating Wholesale, Inc.               | Supplies       | \$286.82   |
| Quore Systems, LLC                                 | Services       | \$285.00   |
| Rebnord Technologies, Inc.                         | Services       | \$4,747.33 |
| Rent-All Inc.                                      | Supplies       | \$377.65   |

|                                            |             |                            |
|--------------------------------------------|-------------|----------------------------|
| Sac County Newspapers Inc.                 | Advertising | \$25.05                    |
| Sceptre Hospitality Resources, LLC         | Supplies    | \$3,219.90                 |
| Shift 4                                    | Services    | \$142.13                   |
| Spencer Radio Group                        | Services    | \$84.00                    |
| Steven A. Beeck dba Steve's Window Service | Services    | \$694.00                   |
| Storm Lake Ace Hardware                    | Supplies    | \$769.94                   |
| Storm Lake Times                           | Advertising | \$1,060.80                 |
| Sysco Iowa, Inc.                           | Food        | \$11,703.06                |
| Travel and Transport, Inc.                 | Services    | \$88.00                    |
| Trip Tease, Inc.                           | Services    | \$1,630.98                 |
| UPS                                        | Shipping    | \$15.06                    |
| Verizon Wireless                           | Utilities   | \$167.32                   |
| Vista Paints                               | Supplies    | \$223.05                   |
| Visual Edge                                | Services    | \$317.33                   |
| Vizergy                                    | Services    | \$1,414.65                 |
| Weigand Omega Management Payroll 3/18/2020 | Payroll     | \$64,370.63                |
| Weigand Omega Management Payroll 4/1/2020  | Payroll     | \$41,180.95                |
| Weigand-Omega Management Fee Jan/Feb 2020  | Management  | \$33,620.44                |
| Wells Fargo Financial Leasing, Inc.        | Services    | \$235.18                   |
|                                            |             | <b><u>\$228,444.65</u></b> |

Page

**Applicant License Application ( LC0038399 )**

|                                                           |                                   |                          |
|-----------------------------------------------------------|-----------------------------------|--------------------------|
| <b>Name of Applicant:</b> <u>Three S LLC</u>              |                                   |                          |
| <b>Name of Business (DBA):</b> <u>Puffs</u>               |                                   |                          |
| <b>Address of Premises:</b> <u>1205 East Lakeshore Dr</u> |                                   |                          |
| <b>City</b> <u>Storm Lake</u>                             | <b>County:</b> <u>Buena Vista</u> | <b>Zip:</b> <u>50588</u> |
| <b>Business</b> <u>(712) 732-9820</u>                     |                                   |                          |
| <b>Mailing</b> <u>1205 East Lakeshore Drive</u>           |                                   |                          |
| <b>City</b> <u>Storm Lake</u>                             | <b>State</b> <u>IA</u>            | <b>Zip:</b> <u>50588</u> |

**Contact Person**

|                                        |                                           |
|----------------------------------------|-------------------------------------------|
| <b>Name</b> <u>Lance Bellinghausen</u> |                                           |
| <b>Phone:</b> <u>(712) 301-3174</u>    | <b>Email</b> <u>puffs.lance@gmail.com</u> |

**Classification** Class C Liquor License (LC) (Commercial)

**Term:**12 months

**Effective Date:** 04/20/2020

**Expiration Date:** 04/19/2021

**Privileges:**

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

**Status of Business**

|                                                       |                                              |
|-------------------------------------------------------|----------------------------------------------|
| <b>BusinessType:</b> <u>Limited Liability Company</u> |                                              |
| <b>Corporate ID Number:</b> <u>XXXXXXXXXX</u>         | <b>Federal Employer ID</b> <u>XXXXXXXXXX</u> |

**Ownership**

**Lance Bellinghausen**

**First Name:** Lance

**Last Name:** Bellinghausen

**City:** Storm Lake

**State:** Iowa

**Zip:** 50588

**Position:** Owner

**% of Ownership:** 100.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

|                                                            |                                       |
|------------------------------------------------------------|---------------------------------------|
| <b>Insurance Company:</b> <u>Specialty Risk of America</u> |                                       |
| <b>Policy Effective Date:</b>                              | <b>Policy Expiration</b>              |
| <b>Bond Effective</b>                                      | <b>Dram Cancel Date:</b>              |
| <b>Outdoor Service Effective</b>                           | <b>Outdoor Service Expiration</b>     |
| <b>Temp Transfer Effective Date</b>                        | <b>Temp Transfer Expiration Date:</b> |



M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: CHRIS COLE

DATE: FEBRUARY 13, 2020

REFERENCE: LIQUOR LICENSE RENEWAL  
PUFF'S  
1205 E LAKESHORE DR

Discussion: Per your request I have accessed the depa  
for calls of interest to the aforementioned establishm  
calls are as follows:

3-12-2018 to  
2-10-2019

INCIDENT

|                        |     |
|------------------------|-----|
| 911 Hang up            | 1   |
| Bar Check              | 114 |
| Business Security      | 91  |
| Citizens Assit         | 2   |
| City Code Enforcement  | 1   |
| Disturbance            | 1   |
| Intoxicated Pedestrian | 3   |
| Keys Locked In Car     | 0   |
| Law Department Assist  | 0   |
| Lost Property          | 1   |
| Motorist Assist        | 1   |
| PR/Talk/Presentation   | 11  |
| Suspicious Vehicle     | 0   |
| Vehicle Stop           | 4   |
| Warrant Service        | 1   |

ARRESTS

|                                     |   |
|-------------------------------------|---|
| Assault                             | 1 |
| Disorderly Conduct                  | 2 |
| Driving w/License denied or revoked | 0 |
| Interference                        | 1 |
| Public Intoxication                 | 4 |

Recommendation: Approval of liquor license.

rtment computer  
ent. The

2-11-2019 to  
02-10-2020

0  
92  
76  
0  
0  
0  
1  
1  
1  
0  
0  
7  
1  
10  
0

0  
1  
1  
0  
2

# Staff Summary

4/6/2020

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             | \$ 89,539.48        |
| Contract/Agreement             | \$ 332,694.93       |
| Local                          | \$ 80,586.20        |
| Non- Local                     | \$ 188,949.40       |
| Payroll/Refunds/Pyrl Tax & Ins | \$ 104,128.11       |
|                                |                     |
|                                |                     |
| Total Expenses                 | \$ 795,898.12       |
| Supporting Documents Attached  |                     |

**RECOMMENDATION:** Review Buy Local Information

## Staff Summary

4/6/2020

Agenda Item # C.



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

**REPORT TO:** Honorable Mayor and City Council

**FROM:** Chris Cole, Assistant Police Chief

**SUBJECT:** **SLPD City Code Enforcement Summary**

**BACKGROUND:** 03-12-20 to 03-31-20

Total contacts 37

Accumulate trash - 7  
Accumulate junk - 2  
Junk vehicle - 4  
Vehicle parked in yard -1  
Burning leaves - 2  
CCE unspecified - 21

0 citations

**FISCAL IMPACT:** None

**RECOMMENDATION:** None

## Staff Summary

4/6/2020

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:** David Derragon, Assistant City Manager

**SUBJECT:** **Approval of Permanent Easement with Jolaneco, LLC for the Michigan Street Parking Lot Project**

**BACKGROUND:** Reconstruction of the Michigan Street Parking Lot was done in the 2019 with final completion planned for May 2020. A manhole was included in this project located on property owned by Jolaneco, LLC.  
This permanent easement will allow for location of the manhole as well as access for maintenance of the manhole.

**FISCAL IMPACT:** One dollar and other valuable consideration as noted on the easement

**RECOMMENDATION:** Staff recommends that Council approve the permanent easement with Jolaneco, LLC for placement of a manhole related to the Michigan Street Parking Lot Project.

### ATTACHMENTS:

| Description | Type            |
|-------------|-----------------|
| ☐ Easement  | Backup Material |

Return To: Havens and Havens, P.O. Box 426, Storm Lake, IA 50588

Preparer: Philip E. Havens, Havens and Havens, P.O. Box 426, Storm Lake, IA 50588

---

## **EASEMENT AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between JOLANECO LLC, also known as Jolaneco, L.L.C., an Iowa Limited Liability Company, herein referred to as Grantor, and the City of Storm Lake, Iowa, a municipal corporation, herein referred to as Grantee.

### **SECTION I.**

#### **PERMANENT EASEMENT**

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys to Grantee, its agents, employees, successors and assigns a permanent easement in, over, under, across, and through the following described real estate in Buena Vista County, Iowa, to-wit:

The East 48 feet of Lot 16, Block 14, in the City of Storm Lake, Iowa, (the "Easement Area") together with the right to enter upon the Easement Area and to survey, patrol, construct, install, erect, inspect, repair, operate and maintain a manhole at and below the surface of the Easement Area, sewer and storm water lines connected thereto, and all appurtenances related to such manhole, including but not limited to a manhole cover on the surface

of the Easement Area, or related to the sewer and storm water lines (the manhole, sewer and water lines and appurtenances together referred to hereafter as the “Improvements”), over, under, across, through and upon the Easement Area, and the right to have access to, use and operate the Improvements as it deems necessary, including but not limited to the right to remove the Improvements or any part thereof at any time the Grantee deems it appropriate. The Easement granted by Grantor to Grantee may be assigned, conveyed or leased by the Grantee, in whole or in part, to any other public or private entity for one or more of the purposes set forth in this Section I, without notice or additional compensation to Grantor.

## SECTION II.

### TERM

The rights granted herein constitute a perpetual, irrevocable covenant running with the land for the benefit of the Grantee, its successors and assigns, and may not be revoked or rescinded by Grantor, its successors or assigns, for any reason.

## SECTION III.

### ADDITIONAL RIGHTS OF GRANTEE

Grantee, its agents and employees, shall have the right of ingress and egress to and from Easement Area for any and all purposes necessary or convenient to the exercise by Grantee of the rights granted herein.

## SECTION IV.

### RIGHTS OF GRANTOR

Grantor reserves the right to use and enjoy the Easement Area to the fullest possible extent without unreasonable interference with the exercise by Grantee of the rights granted herein. In

this regard, neither Grantor nor Grantee shall have the right to locate any building or any surface installation on the Easement Area or to fence the whole or any part thereof, except that 1) Grantee shall install and maintain on the surface of the Easement Area a manhole cover for the manhole, and 2) Grantor ratifies that it has consented to Grantee's pavement of the surface of the Easement Area before the execution of this Easement Agreement and agrees the pavement shall remain on the Easement Area without additional consideration from Grantee so long as the Grantee elects to maintain it. If Grantor constructs or places improvements in violation of this easement agreement, Grantee shall not be responsible for any damages resulting thereto from the construction, reconstruction, maintenance, operation or repair of the Improvements located within the Easement Area. Grantee shall have the right to clear and remove any obstructions from the Easement Area. Grantor further agrees that it will not change the grade, elevation or contour of any part of the Easement Area without the prior written approval of the Grantee.

## SECTION V.

### TREATMENT AND RESTORATION OF SURFACE

After construction or future maintenance, Grantee shall restore the Easement Area to substantially the same condition as prior to entry, which shall include the restoration of surface materials removed or damaged by Grantee.

## SECTION VI.

### LIABILITY RELATED TO USE OF EASEMENT

Grantor hereby releases Grantee from liability and relinquishes any claim for damages to the Grantor's above-described property arising out of the Grantee's use of the easement granted

herein, except such damages as may be caused by the negligent acts or omissions of the Grantee, its agents, contractors, and employees and except for damages arising from Grantee's breach of the provisions of Section V of this agreement. Grantee will indemnify and hold harmless Grantor from and against all liability, loss and expense occasioned by the negligence of the Grantee, its agents, contractors, and employees in the construction of the Improvements pursuant to this Easement Agreement.

#### SECTION VII.

##### WARRANTY OF TITLE

Grantor covenants that it is the owner of the Easement Area and has the right, title and capacity to grant said premises.

#### SECTION VIII.

##### EFFECT OF AGREEMENT

This Agreement shall be binding upon the heirs, legal representatives, successors or assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in Storm Lake, Iowa, on the day and year first above written.

*[Signature page follows]*

GRANTEE:

CITY OF STORM LAKE, IOWA

GRANTOR:

JOLANECO LLC

By: \_\_\_\_\_  
Michael Porsch, Mayor

By: \_\_\_\_\_  
Tyson Rice, Managing Member

ATTEST:

\_\_\_\_\_  
Mayra A. Martinez, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on \_\_\_\_\_, 2020, by Michael Porsch and Mayra A. Martinez, as Mayor and City Clerk of the City of Storm Lake, Iowa.

\_\_\_\_\_  
Notary Public for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020, by Tyson Rice, as Managing Member of JOLANECO LLC.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

# Staff Summary

4/6/2020

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:** Scott Olesen, Building Official

**SUBJECT:** **Motion to Approve A Lime Hauling Contract With MRA Custom Applications, LLC. Sac City, Iowa.**

**BACKGROUND:** The Storm Lake Water Plant generates waste lime as a by product of the water production process. The Water Department Staff thickens and processes the waste lime into a clay like state which is then hauled away to be spread on farm fields.

There are times when the market value of the lime to haulers is reduced to the point where the City has to pay for lime hauling services. Currently we are in a period where the value of lime is low enough that haulers cannot transport it at a profit unless we pay them a fee.

The Water Plant generates roughly 9,600 tons of waste lime annually. The actual amount varies based on the amount of water that the Plant produces.

City Staff sent out an RFP for lime hauling services and the City received three proposals. The proposals were: \$8.90 per ton, submitted by PH Plus, LLC of LeMars, \$12.95 per ton, submitted by MRA Custom Applications, LLC of Sac City, and \$17.00 per ton, submitted by Cla-Don Farms, Inc. of Sioux Center.

City Staff has elected to reject the lowest bid and accept the next lowest bid. The reason that the proposal of \$8.90 per ton submitted by PH Plus was not accepted is because it included a qualifier. PH Plus stated "Our trucks will be unavailable for hauling on holidays. If our skidloader is unavailable for repairs, we ask for the City to load with their skidloader during business hours."

The other two proposals did not contain this qualifier. The

purpose of the contract is to have the lime hauled away from the City facility and not have the liability of City Staff loading a privately owned vehicle. Having staff load the lime hauling semi also takes time away from other duties.

The City has used MRA Custom Applicators in the past for lime hauling and they were efficient in performing the required tasks.

The attached contract is for one year, with the option to renew the contract for an additional two year period if agreed to by both parties.

The cost of this agenda item also includes the cost for electronic scaling at the Redings Excavation scale here in Storm Lake. The hauler will be required to weigh empty and then weigh each load. The scale is open 24/7 and the hauler will be issued a card to scale at any time. Redings will generate a monthly report of the scale tickets that the Finance Department will use to generate the monthly payments to the hauler.

**FISCAL IMPACT:**

The estimated cost for a one year lime hauling contract is estimated to be \$124,320. This is based on an estimate of 9,600 tons of lime generated for the year.

**RECOMMENDATION:**

Approve A Lime Hauling Contract With MRA Custom Applications, LLC. Sac City, Iowa.

**ATTACHMENTS:**

| Description              |                                            | Type     |
|--------------------------|--------------------------------------------|----------|
| <input type="checkbox"/> | Lime Hauling Agreement                     | Contract |
| <input type="checkbox"/> | Proposals Received - Lime Hauling Contract | Contract |

## AGREEMENT FOR LIME SLUDGE DISPOSAL SERVICES

This Agreement for Lime Sludge Disposal Services ("Agreement") is entered into this 15th day of April 2020 by and between:

**City of Storm Lake, Iowa**, Water Treatment Plant, 6011 Hwy 110, PO Box 1086 Storm Lake, IA 50588 (herein referred to as "CITY")

and

**MRA Custom Applications LLC** 922 S 5<sup>th</sup> St. Sac City, IA 50583 (hereinafter referred to as "Contractor")

### WITNESSETH:

WHEREAS, CITY operates the City of Storm Lake, Iowa Water Treatment Plant located at 6011 Highway 110 in Storm Lake, Iowa, hereinafter referred to as the "Facility", and desires to have lime sludge disposed of from the Facility;

WHEREAS, Contractor is in the business of providing disposal and application services for lime sludge and seeks to provide its services to CITY;

WHEREAS, the parties wish to enter into this Agreement for Lime Sludge Services that sets the responsibilities of each party and will govern the relationship between the parties.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree:

#### A. GENERAL PROVISIONS

1. Purpose: CITY will provide the lime sludge from the Facility. Contractor will load the lime sludge at the Facility, transport it from the Facility, weigh each load at a CITY-designated commercial scale licensed by the State of Iowa that is located within the City limits, and dispose of the lime sludge as set forth in this Agreement. Contractor agrees to remove lime from the facility at reasonable rates determined by the CITY to support the effective operations of the Facility. At the time the lime sludge is removed from the process or storage building at the Facility, Contractor will assume sole liability of the lime sludge and City will not have any further liability.
2. Term and Termination: This Agreement shall commence on April 15<sup>th</sup>, 2020 and continue through April 14<sup>th</sup>, 2021, provided that the Agreement may be extended for an additional 2-year period by written agreement of both parties, unless terminated earlier as provided herein. Notwithstanding any information to the contrary, CITY may terminate this Agreement at any time and for any reason upon thirty (30) days' written notice to Contractor.
3. Response Time: The Contractor shall provide CITY with a Lime Hauling Vehicle at Facility not more than 48 hours from the time the Contractor receives a notification call. The Contractor shall provide 24-hour, 7-day week telephone communication. Answering phone services are not permitted. If service is not provided with the specified time, CITY shall have the right to make other arrangements with another Lime Sludge Hauling provider.

**4. Compensation:**

- a. Contractor shall be solely responsible for the cost of the transportation of the lime sludge from the Facility.
- b. At the beginning of this contract (April 15<sup>th</sup>) CITY and Contractor agree to discuss the Facility's current lime sludge production and disposal volumes. Based on those discussions, if the parties agree to change any of the terms of this Agreement, the parties will document any changes in an Amendment to be signed by both parties.
- c. CITY will pay contractor (\$12.95) per ton of Lime Sludge hauled out of Facility.
- d. Charges for Lime Sludge Hauling shall be forwarded monthly to City Hall for payment and such invoices shall identify each load hauled from Facility and shall be accompanied by scale tickets for each load listed on said invoice.
- e. CITY shall be responsible for payment of Lime Sludge Hauling Services. Payment will occur after the City Council has approved the list of invoices at their regular City Council Meeting. City Council Meetings are held on the 1<sup>st</sup> and 3<sup>rd</sup> Monday's of each month.
- f. Contractor shall reimburse CITY for any fees and/or charges associated with another Lime Sludge Hauler as a result of Contractor's inability to meet the maximum response time requirement covered in the this agreement, Section A, subsection 3.

**B. RESPONSIBILITY OF CITY**

1. CITY shall perform its duties and responsibilities in a timely and workmanlike manner in order to carry out its obligations under this Agreement.
2. CITY and contractor shall coordinate the removal of the lime sludge from the Facility.
3. CITY shall provide proper notification via phone call for impending pickups required.
4. CITY shall bear the cost of weighing the loads of lime sludge and shall provide Contractor with the means of charging the City for each weigh pursuant to this agreement.

**C. RESPONSIBILITY OF CONTRACTOR**

1. Contractor shall perform its duties in a timely and workmanlike manner and shall use its employees, equipment and materials to carry out its obligations in this Agreement.
2. Contractor shall provide CITY with an empty weight scale ticket at the beginning of each week of hauling for each Lime Sludge Hauling Truck used at Facility.
3. Contractor shall weigh each load of lime sludge and, at the end of each month, provide CITY copies of weight tickets that support Contractor's invoice for lime sludge hauling during the month.
4. Contractor will comply with all applicable national, regional, state and local laws, rules, regulations, ordinances and orders relating to its obligations under this Agreement.
5. Contractor shall obtain, at its own expense, any necessary approvals or permits from all

certification or governmental bodies necessary for it to provide any and all services hereunder.

6. Any records required by regulation or law pertaining to location, acreage, and rate of lime sludge application shall be maintained by contractor and made available to City upon request. Such records shall be accurate and complete.
7. Contractor will secure all stock pile sites and submit a list of qualified stock pile sites to CITY at the beginning of each contract year. Contractor will certify that all qualified stock pile sites meet all regulatory requirements; and are suitable for all weather delivery.
8. Contractor shall be responsible for maintaining the lime sludge loading area at the stock pile sites.
9. Contractor shall be responsible for securing all stockpiles and dispensation of lime from same.
10. Contractor shall be responsible for coordinating the application of the lime sludge on the farmland.
11. Contractor shall provide all equipment and personnel required to load, transport and apply the lime sludge from stock pile sites to the farmland.
12. Contractor shall apply the lime sludge to the farmland in accordance with all applicable national, regional, state and local laws, rules, regulations, ordinances and orders.
13. Contractor is responsible for all land application and site maintenance costs, which include but are not limited to: labor, utilities, chemicals, fuel, vehicles, materials, supplies, equipment and miscellaneous expenses.
14. Should any regulatory agency require documentation related to the services provided by Contractor hereunder, Contractor shall provide all such information to CITY, including but not limited to:
  - a. Applicator load sheets
  - b. Quantities applied & quantity applied per acre
  - c. Acres applied or covered with and location of the application
  - d. Drawing of area covered or applied
  - e. Dates of application to corresponding site
  - f. Names and addresses of farm owner or operators where lime sludge has been or/is applied
  - g. Other information as CITY deems necessary
15. Contractor shall be responsible for any penalties, fines, citations, and judgments issued to, or incurred by, the Contractor and the CITY as a result of any action or inaction by the Contractor relating to the Contractor's responsibilities as outlined herein.

#### **D. OTHER PROVISIONS**

1. Mediation: In the event a dispute arises between the parties as to the meaning or intent of any portion of this Agreement, the parties shall promptly meet and attempt to resolve the outstanding issue.

If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination or validity, the parties will first seek to agree on a forum for non-binding mediation to be held in a mutually agreeable location.

Any mediation will be kept confidential and the existence of the proceeding and any element thereof (including but not limited to documents submitted or exchanged) will not be disclosed beyond the parties, their counsel and any person necessary to the conduct of the proceeding, except as may be lawfully required in judicial proceedings or as required by law.

2. Insurance: Contractor will obtain and maintain at its own expense the following minimum limits of insurance, with insurance companies acceptable to City (those rated A-VII or higher by A.M. Best's), to cover the risk of losses associated with this Agreement:

| Coverage                                                                                                         | Limits                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a) Worker's Compensation                                                                                        | Statutory                                                                                                                                                     |
| (b) Employer's Liability                                                                                         | \$500,000 each accident; \$500,000 each employee; \$500,000 policy limit                                                                                      |
| (c) Commercial General Liability including products and completed operations liability and contractual liability | \$1,000,000 each occurrence for property damage and bodily injury (PD/BI); \$1,000,000 general aggregate; \$1,000,000 products/completed operations aggregate |
| (d) Automobile Liability- Owned, hired and non-owned autos                                                       | \$1,000,000 Combined Single Limits- each accident                                                                                                             |
| (e) Excess Liability                                                                                             | May be utilized to meet limits outlined above                                                                                                                 |
| (f) Property                                                                                                     | Contractor shall be solely responsible for protecting and insuring all property owned or leased by Contractor during the Term of this Agreement               |
| (g) Professional Liability                                                                                       | \$1,000,000 each claim/policy limit                                                                                                                           |
| (h) Pollution Liability                                                                                          | \$ 1,000,000 each claim/policy limit                                                                                                                          |

Within thirty (30) days after execution of this Agreement, Contractor will provide CITY with a certificate evidencing that such coverages are in full force and effect. Contractor will name CITY as additional insured with respect to coverages (c) and (d) above. All policies will be primary and non-contributory, provide a full waiver of the insurer's right of subrogation in favor of CITY with respect to claims that are covered or should have been covered by valid and collectible insurance provided hereunder. Contractor will not voluntarily permit any cancellation, non-renewal or material change in the insurance coverage to be provided hereunder without thirty (30) days' written notice to CITY.

3. Governing Law: The law of the State of Iowa shall govern and control this Agreement, all performance, and any disputes arising under this Agreement or otherwise arising out of or relating to this Agreement, without regard to its conflicts of laws principles. Any legal or equitable action(s) arising out of, or relating to, this Agreement or the breach thereof shall be brought in state or federal courts of competent jurisdiction in the State of Iowa.

4. Hold Harmless and Indemnification. Contractor agrees to and shall defend, indemnify and hold harmless the CITY, its elected and appointed officers and employees from any liability for claims or damages including without limitation, for personal injury or property which is caused by or arises from any negligent act or willful misconduct of Contractor, for the failure of Contractor to comply with any applicable Federal, State or local laws and regulations, or Contractor's breach or failure to comply with any of its obligations and covenants set out in this Agreement.

CITY agrees to and shall defend, indemnify and hold harmless Contractor from liability for claims or damages for personal injury or property damage which is caused by any negligent act or willful misconduct of CITY or its breach or failure to comply with any of its obligations and covenants set out in this Agreement.

5. Contractor Not an Employee: The performance by Contractor of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create or imply an agency, joint venture or partnership between Contractor and the CITY. Neither the employees of Contractor nor those of its subcontractors will be deemed to be employees or agents of CITY or the City. Unless expressly set forth in this Agreement, none of Contractor, its employees or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate the CITY in any manner whatsoever.

6. Assignment of Agreement: This Agreement is solely with Contractor, based on its reputation and past performance and, as such, no assignment, transfer, conveyance, or subcontracting of this Agreement, in whole or in part, shall be permitted without written consent to the Contractor by CITY. Any attempt to sell, assign, transfer, or convey this Agreement without the written consent of CITY shall be a breach of this Agreement by Contractor.

7. Breach of Contract and Remedies: The essence of this Agreement is the timely removal and application of lime sludge from the Facility in the manner provided by Federal, State, and local laws, rules, regulations, statutes, and ordinances, as now exists or as they may be promulgated in the future. Any failure of the Contractor to perform its duties and responsibilities under any clause of this Agreement shall constitute a breach of contract and CITY may, at its discretion, proceed with any legal or equitable remedy available to it.

In addition to the foregoing remedies, CITY may elect to terminate this Agreement upon ten (10) days written notice for breach of any of its terms by Contractor, unless the defect or non-performance is remedied by Contractor within ten (10) days of such notice. However, CITY may, under any circumstances, immediately terminate this Agreement without notice, upon violation of any provisions of this Agreement by Contractor, resulting in a disruption of lime sludge removal from the Facility, to the extent of exceeding the Facility storage capacities or if CITY or Contractor is ordered to cease its operations in lime sludge disposal by the City or any Federal, State, or local agency, commission, board, or court, in which event this Agreement shall terminate and be null and void.

8. Destruction of Premises: In the event of total or partial destruction of the Facility by fire, windstorm, or other casualty, making it impossible for CITY to perform hereunder, the performance of this Agreement shall be suspended until such time as CITY restores the Facility and is able to perform.
10. Notices: Any notice given under this Agreement shall be in writing and sent (i) by registered or certified mail, postage prepaid, return receipt requested, or (ii) by any other commercial delivery service which delivers to the noticed destination and provides proof of delivery to the sender or (iii) by facsimile with acknowledgment received. All notices will be effective when first received at the following addresses:

| <b>If to CITY:</b>                                                                                 | <b>If to Contractor:</b>                                                                       |
|----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| City of Storm Lake<br>Water Treatment Plant<br>PO Box 1086<br>Storm Lake, IA 50588<br>712-732-8031 | MRA Custom Applications LLC<br>922 S 5 <sup>th</sup> St.<br>Sac City, IA 50583<br>515-230-2540 |

11. Changes: In the event that a change in the scope of services provided under this Agreement is made necessary due to a change in governmental regulations or reporting requirements, Contractor shall be entitled to request additional compensation. Any approved change in compensation shall be retroactive to the time of the change in scope and negotiated by the parties within (90) ninety days from the date of notification.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

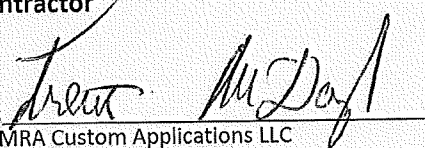
**City of Storm Lake, Iowa**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Contractor**

By:   
MRA Custom Applications LLC  
Owner

Date: 3/18/20



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

**FORM OF PROPOSAL  
PRESSED LIME HAULING SERVICES  
CITY OF STORM LAKE  
WATER TREATMENT PLANT**

UNIT PRICE PER TON HAULED \$8.90

Will you require City Staff to be present or assist in loading? ( ) Yes ☒ No

If yes, please outline assistance necessary and why. \_\_\_\_\_

If no, what equipment will you be using to load. Case 95XT Skidloader

Please provide any additional comments that would describe your process of removing and hauling pressed lime from the Water Treatment Plant.

We will provide a skidloader to load our trucks and it will be provided

during and after business hours as well as weekends. We would like 24/7 access to be

able to haul. Our trucks will be unavailable for hauling on holidays. If our skidloader is unavailable for repairs, we ask for the city to load with their skidloader during business hours.

Signature [Signature]

Company Name PH Plus LLC

Company Mailing Address and Contact Phone Number P.O. Box 711, Paullina,

Iowa 50460 Mitchell Masers - 712-501-1381

MRA custom applications.com

MRA custom @ yahoo.com



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

**FORM OF PROPOSAL  
PRESSED LIME HAULING SERVICES  
CITY OF STORM LAKE  
WATER TREATMENT PLANT**

UNIT PRICE PER TON HAULED \$12.95

Will you require City Staff to be present or assist in loading? ( ) Yes ☒ No

If yes, please outline assistance necessary and why. \_\_\_\_\_

If no, what equipment will you be using to load. Small wheel loader  
or track type loader.

Please provide any additional comments that would describe your process of removing and hauling pressed lime from the Water Treatment Plant.

We have 3 belt trailers, and a side dump  
for hauling. My Shop is heated so trucks  
will always start. I have been in business  
a long time. References are available.

Signature [Signature]

Company Name MRA Custom Applications LLC

Company Mailing Address and Contact Phone Number 922 S. 5th St.

Sac City, Iowa 515-230-2540



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

**FORM OF PROPOSAL  
PRESSED LIME HAULING SERVICES  
CITY OF STORM LAKE  
WATER TREATMENT PLANT**

UNIT PRICE PER TON HAULED Pay us \$17 / ton

Will you require City Staff to be present or assist in loading? ☒ Yes ☐ No

If yes, please outline assistance necessary and why. City loader

If no, what equipment will you be using to load. \_\_\_\_\_

Please provide any additional comments that would describe your process of removing and hauling pressed lime from the Water Treatment Plant.

We could possibly bring skidloader  
to load but would be for our use  
only, not city's use.

Signature [Signature]

Company Name Cla-Don Farms Inc

Company Mailing Address and Contact Phone Number 712-441-4383 - Coran

3840 Eagle Ave Storm Center IA 51250

## Staff Summary

4/6/2020

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:** David Derragon, Assistant City Manager

**SUBJECT:** **Motion Approving Professional Services Agreement with Bolton & Menk for the 2020 W. 7th Street Sanitary Sewer Improvements Project**

**BACKGROUND:** Eight NRDC-HUD funded projects were originally approved. There is a possibility of using remaining funds to allow for additional improvements of sanitary sewer mains in the vicinity of the previous 7th and Geneseo project. At the March 16, 2020 Council meeting, the City approved the selection of Bolton & Menk for engineering services and directed staff to negotiate a contract for the proposed project.

This professional services agreement will provide preliminary engineering services in support of securing NRDC-HUD funding for the intended improvements. Following the provisions of our current two (2) year agreement with Bolton & Menk for infrastructure engineering, this agreement under consideration is project specific to the public infrastructure improvements project. Upon the identification of the project scope and securement of funding, staff will negotiate a future design/construction engineering contract with Bolton & Menk for City Council consideration.

**FISCAL IMPACT:** Estimated \$7,500 for preliminary engineering services.

**RECOMMENDATION:** Approve the agreement with Bolton & Menk for engineering services for the proposed 7<sup>th</sup> Street Lining Project in an amount of \$7,500

**ATTACHMENTS:**

| Description | Type     |
|-------------|----------|
| □ Agreement | Contract |

**CITY OF STORM LAKE, IOWA AND BOLTON & MENK, INC.  
TASK ORDER TO AGREEMENT FOR PROFESSIONAL SERVICES**

**TASK ORDER NO: 7 – 2020 West 7<sup>th</sup> Street Sanitary Sewer Improvements**

**CLIENT: City of Storm Lake, Iowa**

**CONSULTANT: Bolton & Menk, Inc.**

**DATE OF THIS TASK ORDER: April 6, 2020**

**DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES: November 5, 2018**

Whereas, CLIENT and CONSULTANT entered into a Master Agreement for Professional Services (“Master Agreement”) as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Task Order and the terms and conditions of the Master Agreement. CLIENT and CONSULTANT agree as follows:

**1.0 Scope of Services:**

CONSULTANT shall perform the Services listed within the attached Exhibit I. All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein.

**2.0 Fees:**

CLIENT shall pay CONSULTANT in accordance with Section III of the Master Agreement and as follows.

| <b>TASK</b>   | <b>DESCRIPTION</b>                      | <b>Total Cost</b> |
|---------------|-----------------------------------------|-------------------|
| 1             | Preliminary Engineering Services        | \$7,500           |
| 2             | Design Engineering and Bidding Services | TBD               |
| 3             | Construction Engineering Services       | TBD               |
| 4             | CDBG Grant Administrator Assistance     | TBD               |
| <b>TOTALS</b> |                                         | <b>\$7,500</b>    |

Task 1 is an estimated amount for preliminary services associated with project scope development, cost estimating, and grant administrator assistance. Actual cost will be invoiced in accordance with Section III.A.1 of the Master Agreement.

Fee and fee structure associated with Tasks 2-4 will be determined upon the completion of Task 1. At such time, CONSULTANT will provide CLIENT with an amendment to this Task Order for consideration and future agreement.

**3.0 Schedule:**

Schedule for performance of Services will be as follows, such that all services will be completed by September 30, 2021.

|                                 |                                                                                                                                                                        |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| March – April 2020              | <ul style="list-style-type: none"> <li>• Authorization of preliminary engineering services</li> <li>• Project scope development and CDBG amendment approval</li> </ul> |
| April 2020                      | <ul style="list-style-type: none"> <li>• Authorization of engineering for design, bidding, and construction services</li> </ul>                                        |
| April – June 2020               | <ul style="list-style-type: none"> <li>• Final design tasks</li> </ul>                                                                                                 |
| June 2020                       | <ul style="list-style-type: none"> <li>• Bid Letting</li> </ul>                                                                                                        |
| Summer 2020                     | <ul style="list-style-type: none"> <li>• Award project and construction agreement</li> </ul>                                                                           |
| Summer 2020 through Spring 2021 | <ul style="list-style-type: none"> <li>• Construction</li> </ul>                                                                                                       |
| Prior to September 2021         | <ul style="list-style-type: none"> <li>• Final project closeout</li> </ul>                                                                                             |

#### **4.0 Deliverables**

Deliverables will as set forth within the attached Exhibit I.

#### **5.0 Term**

In the event that the Schedule for this Task Order extends beyond the term of the Master Agreement, either intentionally or unintentionally by Task Order Scope or by Task Order extension, then this Task Order shall operate to extend the Master Agreement through the completion of CONSULTANT'S obligations under this Task Order or until a new Master Agreement is executed incorporating this Task Order.

#### **6.0 Other Matters**

CONSULTANT will perform its services in compliance within the attached Exhibit II.

#### **7.0 Project Managers**

Project managers and contact information for the CLIENT and CONSULTANT for this Task Order, if different than the Master Agreement, are as follows:

CITY OF STORM LAKE, IOWA  
David Derragon  
620 Erie Street  
Storm Lake, Iowa 50588  
Office Phone: 712-732-8000  
Email: derragon@stormlake.org

BOLTON & MENK, INC.  
Josh Pope, P.E.  
218 11th Street SW Plaza  
Spencer, Iowa 51301  
Office Phone: 712-580-5075  
Email: Joshua.Pope@bolton-menk.com

**CITY OF STORM LAKE, IOWA**

**BOLTON & MENK, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Michael Porsch

Printed Name: Joshua Pope, P.E.

Title: Mayor

Title: Principal Engineer

#### **ATTACHMENTS TO THIS TASK ORDER:**

Exhibit I – Consultant's Services

Exhibit I-1 – Resident Project Representative

Exhibit II – CDBG Compliance

## **EXHIBIT I – CONSULTANT’S SERVICES**

### **TASK ORDER NO. 7 – 2020 WEST 7<sup>TH</sup> STREET SANITARY SEWER IMPROVEMENTS**

#### **STORM LAKE, IOWA**

#### **DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS**

The CONSULTANT agrees to provide civil engineering services required for the trenchless construction of sanitary sewer infrastructure to serve the West 7<sup>th</sup> Street neighborhood.

The basic improvements anticipated as part of this Agreement include sanitary sewer cured-in-place-piping/pipe-bursting, sewer manhole/lateral rehabilitation, and other related items.

#### **I.A. BASIC SERVICES**

For purposes of this Project, Basic Services to be provided by the CONSULTANT are as follows:

##### **Task 1: Preliminary Engineering Services**

###### *Task 1.1: Project Administration and Coordination*

CONSULTANT will offer regular updates on next steps and upcoming project requirements. CONSULTANT will also prepare and provide miscellaneous project correspondence, scheduling, invoicing, and budget management necessary for expediting work products and project decision-making. Schedule updates will be provided on a regular basis.

###### *Task 1.2: Project Scope Development and Cost Estimating*

CONSULTANT will attend one project initiation meeting to discuss and verify intended project outcomes. CONSULTANT will develop solution alternatives and prepare associated concepts/cost estimates for CLIENT evaluation. As directed by CLIENT, CONSULTANT will perform analyses and coordinate infrastructure assessment activities (such as pipe cleaning/televising).

###### *Task 1.3: Grant Administrator Assistance*

CONSULTANT will provide engineering assistance to the CLIENT’s grant administrator for purposes of securing project CDBG funding. Such support may include exhibit preparation and related tasks.

##### **Task 2: Design Engineering and Bidding Services**

###### *Task 2.1: Project Administration and Coordination*

CONSULTANT will offer regular updates on next steps and upcoming project requirements. CONSULTANT will also prepare and provide miscellaneous project correspondence, scheduling, invoicing, and budget management necessary for expediting work products and project decision-making. Schedule updates will be provided on a regular basis.

###### *Task 2.2: Final Plan Sheets*

CONSULTANT will prepare comprehensive, detailed construction plans for the proposed trenchless improvements. This task includes preparation of applicable plan sections such as:

- General Layout
- Statement of Estimated Quantities
- Tabulations including:
  - Existing Pipe Material
  - Existing Pipe Grade
  - Existing Pipe Segment Length
  - Existing Manhole Depth

*Task 2.3: Project Specifications*

CONSULTANT will prepare special provisions to submit with the final construction plan.

*Task 2.5: Engineer's Estimate*

CONSULTANT will prepare an engineer's cost estimates based on the final plans and specifications for each set of construction documents.

*Task 2.6: Permitting Applications*

CONSULTANT will prepare and submit the Construction Permit Application and the Contract Documents to the Iowa DNR for review and approval. CLIENT will be responsible for applicable permitting application fees. Anticipated permit applications include:

- Iowa DNR Wastewater

*Task 2.7: Bidding Phase Services*

CONSULTANT will prepare and publish the advertisement for bid and distribute the bid documents. CONSULTANT will provide responses to questions from contractors and issue addenda as required. CONSULTANT will attend the bid opening, prepare the resultant bid tabulation, and provide verification of submitted bids as part of the contract award recommendation to be provided to the CLIENT. Upon Council award, CONSULTANT will distribute the Contract to the selected contractor and secure the required contractor submittals necessary to commence construction.

**Task 3: Construction Engineering Services**

*Task 3.1: Construction Contract Administration*

CONSULTANT will administer the construction contract in accordance with the contract provisions.

Specific responsibilities of Contract Administration will include:

- Construction meeting coordination and attendance
- Record keeping
- Reviewing contractor submittals
- Reviewing and monitoring the contractor's progress schedule
- Preparing monthly pay estimates.
- Assisting the City in scope management activities for the project, including:
  - Reviewing potential changes to the plans
  - Analyzing contractor notices of extra work, claims or time extensions, and making recommendations to City
  - Negotiating settlements to potential changes for the ultimate approval by the City
  - Preparing contract change documents as required

*Task 3.2: Construction Observation*

CONSULTANT will provide resident project representative (RPR) services during construction of the project as requested by the CLIENT. RPR services consist of observation of the work of the work of the

contractor, coordination of testing services and documentation of the work progress. RPR services do not constitute acceptance or approval of the contractor's work nor do they relieve any part of the contractor's responsibility under the construction documents. Scope and limitations of RPR services are further defined in EXHIBIT I-1.

#### *Task 3.3: Record Drawings and Project Closeout*

CONSULTANT will use the documentation compiled throughout the construction of the project to prepare all necessary proceedings to finalize the project. CONSULTANT will prepare and provide record drawings to the CLIENT.

### **Task 4: CDBG Grant Administrator Assistance**

#### *Task 4.1: Grant Administration*

CONSULTANT will coordinate the final design and contract documents with the CLIENT's grant administrator to ensure that the bidding process, contractor selection, contract documents, worker's compensation, construction materials, insurance, bonding, etc., are fundable and in accordance with CDBG grant requirements. Upon the selection of a contractor, CONSULTANT will continue to work with CLIENT's grant administrator to ensure that the selected contractor satisfies all grant-oriented requirements.

### **I.B. ADDITIONAL SERVICES**

Consulting services performed other than those authorized under Section 1.A shall be considered not part of the Basic Services and may be authorized by the CLIENT as Additional Services. Additional Services consist of those services that are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the bidding of the project; or vary depending on the technique, procedures or schedule of the project contractor.

Additional services may include:

1. Professional services associated with temporary/permanent property acquisition.
2. Professional services related to additional utility (watermain, storm sewer) or surface replacements, including a scope modification to a partial or full street reconstruction.
3. Professional services associated with subsurface exploration (including pipe televising, soil borings, etc.), geotechnical engineering, or construction materials testing.
4. Professional services associated with flow monitoring or smoke testing of the sanitary sewer collection system.
5. Professional services associated with environmental/cultural resources studies.

## **EXHIBIT I-1**

### **RESIDENT PROJECT REPRESENTATIVE**

The CONSULTANT will furnish a Resident Project Representative (RPR), assistants and other field staff to assist CONSULTANT in observing performance of the Work of the CONTRACTOR on a periodic basis.

Through periodic on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT assists the CLIENT in monitoring the progress and quality of the work; but, it is agreed that the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CONSULTANT in the construction Contract Documents, and are further limited and described as follows:

#### **A. GENERAL**

RPR is CONSULTANT'S agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping CLIENT advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of CONSULTANT.

#### **B. DUTIES AND RESPONSIBILITIES OF RPR**

1. Liaison:
  - a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as CLIENT'S liaison with CONTRACTOR when CONTRACTOR'S operations affect CLIENT'S on-site operations.
  - b. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
2. Shop Drawings and Samples:
  - a. Record date of receipt of Shop Drawings and samples.
  - b. Receive samples which are furnished at the site by CONTRACTOR, and notify CONSULTANT of availability of samples for examination.
  - c. Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by CONSULTANT.
3. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to CONSULTANT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.
- 4. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
- 5. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.
- 6. Records:
  - a. Maintain orderly files for correspondence, reports, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
  - b. Keep a diary or log book, recording weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- 7. Reports:
  - a. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
  - b. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.
  - c. Report immediately to CONSULTANT and CLIENT upon the occurrence of any accident.

8. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

9. Completion:

- a. Conduct final inspection in the company of CONSULTANT, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- b. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.

C. LIMITATIONS OF AUTHORITY

It is agreed that Resident Project Representative's responsibility and obligations do not include the following actions nor shall RPR be directed to or be empowered to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT.
2. Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Authorize CLIENT to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

## EXHIBIT II

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

**A. Executive Orders 11246 and 11375.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Staff Summary

4/6/2020

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:** David Derragon, Assistant City Manager

**SUBJECT:** **Motion to Approve Amendment to the Engineering Agreement with Veenstra & Kimm, Inc for the 1st & Mae Sewer Lining Project**

**BACKGROUND:** This project is one of the eight projects funded through the National Disaster Resiliency Grant. Approximately 6,662 linear feet of sanitary sewer will be cleaned, repaired and re-lined. This area is historically prone to back-up issues during large rain events, and this Project will help relieve sewer surcharge in this area of town. The project was bid on July 12th, 2017 through Veenstra & Kimm. Only one bid was received: Municipal Pipe Tool Co., LLC - \$640,909. The bid by Municipal Pipe Tool Co., LLC is \$145,721 (18.52%) under the Engineer's Estimate of \$786,630.

The Agreement with Veenstra & Kimm, Inc. was for a total of \$180,000. This amendment reduces the amount of the agreement to \$108,490.69, a reduction of \$71,509.31.

**FISCAL IMPACT:** 75% of the project will be Federally funded through HUD with the remaining 25% funded from the Wastewater Revenue Fund.

**RECOMMENDATION:** Staff recommends that Council approve the amendment to the engineering agreement with Veenstra & Kimm, Inc. for the 1<sup>st</sup> & Mae Sewer Lining Project.

**ATTACHMENTS:**

| Description            | Type     |
|------------------------|----------|
| Amendment to Agreement | Contract |



# VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320  
515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

March 13, 2020

## CHANGE ORDER NO. 4

CITY OF STORM LAKE, IOWA  
1<sup>ST</sup> AND MAE SEWER LINING PROJECT

### Description

This change order is to adjust the original proposal quantities for work on the project to the final as-constructed quantities on the project. This change order does not affect the compensation to the contractor as the contractor will be paid only for the as-constructed quantities. The change order effectively adjusts the original contract project to the final contract price.

### Change Order Cost

This change order makes the following modifications in the contract quantities to reconcile the original quantities to the final as-constructed quantities:

| <u>Item</u> | <u>Description</u>               | <u>Unit</u> | <u>Quantity</u> | <u>Unit Price</u> | <u>Extended Price</u> |
|-------------|----------------------------------|-------------|-----------------|-------------------|-----------------------|
| 1.2         | 18" Sanitary Sewer Televising    | LF          | -213            | \$1.00            | -\$213.00             |
| 1.3         | 18" Sanitary Sewer Cleaning      | LF          | -213            | \$3.50            | -\$745.50             |
| 1.4         | 18" CIPP                         | LF          | -213            | \$56.75           | -\$12,087.75          |
| 1.11        | Trim Protruding Service          | EA          | -8              | \$500.00          | -\$4,000.00           |
| 1.12        | Reinstate Service                | EA          | -4              | \$150.00          | -\$600.00             |
| 1.13        | Grout Service Connection         | EA          | -5              | \$2,500.00        | -\$12,500.00          |
| 1.14        | Root Cutting                     | LF          | +115            | \$10.00           | +1,150.00             |
| 1.15        | Ream Main – 18"                  | LF          | -98             | \$50.00           | -\$4,900.00           |
| 1.17        | 24" Sanitary Sewer Main Open Cut | LF          | +1.5            | \$1,055.00        | + \$1,582.50          |
|             |                                  |             |                 |                   | <u>-\$32,313.75</u>   |

**MUNICIPAL PIPE TOOL CO., LLC**

By Sharon Waschkeat

Title COO

Date 3-16-2020

**VEENSTRA & KIMM, INC.**

By HK Quent

Title Project Manager

Date March 19, 2020

**CITY OF STORM LAKE, IOWA**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Staff Summary

4/6/2020

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:** David Derragon, Assistant City Manager

**SUBJECT:** **Resolution No. 63-R-2019-2020 Approving Change Order No. 4, Close Out and Final Payment for the 1st & Mae Sewer Lining Project**

**BACKGROUND:** This project is one of the eight projects funded through the National Disaster Resiliency Grant. Approximately 6,662 linear feet of sanitary sewer will be cleaned, repaired and re-lined. This area is historically prone to back-up issues during large rain events, and this Project will help relieve sewer surcharge in this area of town. The project was bid on July 12th, 2017 through Veenstra & Kimm. Only one bid was received: Municipal Pipe Tool Co., LLC - \$640,909. The bid by Municipal Pipe Tool Co., LLC is \$145,721 (18.52%) under the Engineer's Estimate of \$786,630.

Three change orders occurred during this project increasing the contract price to \$674,819.09. Change Order No. 4 modifies the final project cost for work performed as noted on the Engineer's Certificate of Completion to the actual amount of \$642,068.84, a reduction of \$32,313.75.

**FISCAL IMPACT:** 75% of the project will be Federally funded through HUD with the remaining 25% funded from the Wastewater Revenue Fund.

**RECOMMENDATION:** Staff recommends that Council adopt Resolution No. 63-R-2019-2020 approving Change Order No. 4, Close Out and Final Payment for the 1<sup>st</sup> & Mae Sewer Lining Project and authorize the Mayor and City Clerk to sign.

### ATTACHMENTS:

| Description                     | Type            |
|---------------------------------|-----------------|
| ☐ Resolution No. 63-R-2019-2020 | Resolution      |
| ☐ Change Order No. 4            | Change Order    |
| ☐ Certificate of Completion     | Backup Material |

RESOLUTION NO. 63-R-2019-2020

RESOLUTION APPROVING FINAL PAYMENT, CHANGE ORDER NO. 4 AND CLOSE  
OUT OF THE 1<sup>st</sup> & MAE SEWER LINING PROJECT

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

Section 1. To approve Certificate of Completion as submitted by Veenstra & Kimm, Inc. for the  
1<sup>st</sup> & Mae Sewer Lining Project pursuant to the contract with Municipal Pipe Tool Company,  
Inc. for work performed in the amount of &642,068.84.

Section 2. To acknowledge that the final amount of the contract for work performed by  
Municipal Pipe Tool Company, Inc. is \$642,068.84 as noted in Change Order No. 4, a reduction  
of \$32,313.75.

Section 3. Final payment will be made to Municipal Pipe Tool Company, Inc. in the amount of  
\$1,104.76 and retainage of \$32,104.44 as allowed by law.

PASSED AND APPROVED this 6<sup>th</sup> day of April 2020.

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Michael Porsch Mayor

ATTEST:

---

Mayra A. Martinez, City Clerk



# VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320  
515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

March 13, 2020

## CHANGE ORDER NO. 4

CITY OF STORM LAKE, IOWA  
1<sup>ST</sup> AND MAE SEWER LINING PROJECT

### Description

This change order is to adjust the original proposal quantities for work on the project to the final as-constructed quantities on the project. This change order does not affect the compensation to the contractor as the contractor will be paid only for the as-constructed quantities. The change order effectively adjusts the original contract project to the final contract price.

### Change Order Cost

This change order makes the following modifications in the contract quantities to reconcile the original quantities to the final as-constructed quantities:

| <u>Item</u> | <u>Description</u>               | <u>Unit</u> | <u>Quantity</u> | <u>Unit Price</u> | <u>Extended Price</u> |
|-------------|----------------------------------|-------------|-----------------|-------------------|-----------------------|
| 1.2         | 18" Sanitary Sewer Televising    | LF          | -213            | \$1.00            | -\$213.00             |
| 1.3         | 18" Sanitary Sewer Cleaning      | LF          | -213            | \$3.50            | -\$745.50             |
| 1.4         | 18" CIPP                         | LF          | -213            | \$56.75           | -\$12,087.75          |
| 1.11        | Trim Protruding Service          | EA          | -8              | \$500.00          | -\$4,000.00           |
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| 1.13        | Grout Service Connection         | EA          | -5              | \$2,500.00        | -\$12,500.00          |
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| 1.15        | Ream Main – 18"                  | LF          | -98             | \$50.00           | -\$4,900.00           |
| 1.17        | 24" Sanitary Sewer Main Open Cut | LF          | +1.5            | \$1,055.00        | + \$1,582.50          |
|             |                                  |             |                 |                   | <u>-\$32,313.75</u>   |

**MUNICIPAL PIPE TOOL CO., LLC**

By Sharon Waschkeat

Title COO

Date 3-16-2020

**VEENSTRA & KIMM, INC.**

By HK Oen 87

Title Project Manager

Date March 19, 2020

**CITY OF STORM LAKE, IOWA**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



# VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320  
515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

March 13, 2020

## CHANGE ORDER NO. 4

CITY OF STORM LAKE, IOWA  
1<sup>ST</sup> AND MAE SEWER LINING PROJECT

### Description

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| 1.4         | 18" CIPP                         | LF          | -213            | \$56.75           | -\$12,087.75          |
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|             |                                  |             |                 |                   | <u>-\$32,313.75</u>   |

**MUNICIPAL PIPE TOOL CO., LLC**

By Sharon Waschkeat

Title COO

Date 3-16-2020

**VEENSTRA & KIMM, INC.**

By HK Oen 87

Title Project Manager

Date March 19, 2020

**CITY OF STORM LAKE, IOWA**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Staff Summary

4/6/2020

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:** Keri Navratil, City Manager

**SUBJECT:** **Motion to Approve Agreement with Iowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Water Quality Initiative Project - Storm Lake Community School District Courtyard Project**

**BACKGROUND:** The Storm Lake Community School District Ecology Class received a grant from IDALS Urban Conservation Water Quality Initiative. IDALS has requested that the City be the fiscal sponsor for this project. As the fiscal sponsor, the City will collect the grant funds and disperse them to the School District.

The project includes rain gardens and permeable pavers.

**FISCAL IMPACT:** There are no city funds that will be expended for being a grant sponsor.

**RECOMMENDATION:** Approve agreement and authorize the Mayor and City Clerk to sign documents related to the grant application

### ATTACHMENTS:

| Description         | Type            |
|---------------------|-----------------|
| ▣ IDALS Agreement   | Contract        |
| ▣ Grant Application | Backup Material |
| ▣ Budget            | Backup Material |

**WATER QUALITY INITIATIVE**  
**Urban Conservation Demonstration Projects**

|                                 |                                                       |
|---------------------------------|-------------------------------------------------------|
| <b>CONTRACT NUMBER:</b>         | Urban20WQI-004                                        |
| <b>Project Name:</b>            | Storm Lake High School Courtyard Conservation Project |
| <b>Contract Effective Date:</b> | April 1, 2020                                         |
| <b>Project Completion Date:</b> | June 30, 2021                                         |
| <b>Award Amount:</b>            | <b>\$50,000.00</b>                                    |

**COST-SHARE GRANT CONTRACT (“Contract”)**

**BETWEEN** IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP  
(IDALS)  
Wallace State Office Building  
502 East 9<sup>th</sup> St.  
Des Moines, Iowa 50319

IDALS Contact Person: Paul Miller

Phone: (515) 281-5833

**AND** City of Storm Lake (“*GRANTEE*”)  
620 Erie Street  
Storm Lake, IA 50588

Grantee Contact Person: Keri Navratil

Phone: (712) 732-8000

Grantee ID Number: (federal identification #):

WHEREAS, pursuant to Iowa Code section 466B.42, the Water Quality Initiative Program was established in order to assess and reduce nutrients in the state’s watersheds, including subwatersheds and regional watersheds, with the goal of establishing and administering projects to reduce nutrients in surface waters from nonpoint sources in a scientific, reasonable, and cost-effective manner; and,

WHEREAS, Grantee has submitted an application to the Iowa Department of Agriculture and Land Stewardship requesting assistance to help finance such a project; and,

WHEREAS, IDALS has determined Grantee’s proposed project meets the requirements established for participation in the Water Quality Initiative Program.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and contracts contained herein, IDALS and Grantee agree as follows:

## SECTION 1. PROJECT

“*Project*” means the detailed description of the work, services, budget and other obligations to be performed or accomplished by the Grantee as described in its Water Quality Initiative Program Application, as approved by IDALS and incorporated as Exhibit A to this Contract.

## SECTION 2. PROJECT COMPLETION DEADLINE

The Project must be completed no later than **June 30, 2021**. An extension may be granted by IDALS, through an amendment, if a written request showing demonstrable progress toward completion of the Project is submitted and IDALS determines such an extension is warranted. Any extension request submitted by the Grantee must be received by IDALS no later than 30 days prior to expiration of this contract.

## SECTION 3. DURATION OF COST-SHARE GRANT CONTRACT

**3.1** This Contract shall become effective on the Contract Effective Date and shall remain in effect as follows:

- a) *Through Project Period Completion Date.* Through the Project Period Completion Date and for the period of time after Project Completion Date during which IDALS, or its designee, conducts Project closeout procedures to verify that the Project has been completed in compliance with the Contract.
- b) *Until Repayment or Satisfaction of Outstanding Obligation.* Until all outstanding amounts due to IDALS, if any, are received by IDALS, or all outstanding obligations to IDALS are satisfied in full.
- c) *Through Contract End Date.* Until IDALS, or its designee, has completed Contract closeout procedures and provided Grantee with written Notice of Final Contract Closeout. This Contract shall terminate as of the date stated in the written Notice of Final Contract Closeout; such date shall be the Contract End Date.

**3.2 SURVIVAL OF OBLIGATIONS.** Section 3.1 shall not abrogate or otherwise effect the obligations, terms, and conditions that survive beyond the Contract End Date, including but not limited to the following sections of this Contract: Section 4.4 (Accounting Records), Section 4.5 (Documentation), and Section 4.6 (Conveyance of Project Property).

## SECTION 4. TERMS OF CONTRACT

**4.1 GRANT.** IDALS shall provide a Grant to Grantee up to the Award Amount stated on page 1 of this Contract in order to assist in financing the Project, subject to Iowa Code chapter 466B, IDALS administrative rules (located at 27 Iowa Admin. Code chapter 16), and the terms and conditions of this Contract. A copy of Grantee's Application describing the Project is an integral part of this Contract and is marked as Exhibit A and hereby incorporated herein.

**4.2 MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amounts to be paid to the Grantee by IDALS for Project activities shall conform to the budget as presented in

Contract Exhibit B - Project Budget. It is further understood and agreed that the total of all payments to the Grantee by IDALS for Project activities shall not exceed the Award Amount unless modified by written amendment of this Contract.

**4.3 USE OF FUNDS.** The Grantee hereby agrees to construct and operate the Project as described in its Application Exhibit A, as approved by IDALS, and Exhibit B, Project Budget. Grantee shall maintain the Project in accordance with the representations in Exhibits A and B during the term of this Contract. Grantee shall allow IDALS, its internal or external auditors, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigation, to inspect the Project facilities at all reasonable times in order to monitor and evaluate performance with the terms of this Contract and Iowa law.

**4.4 ACCOUNTING RECORDS.** Grantee shall maintain its books, records and all other evidence pertaining to this Contract in accordance with generally accepted accounting principles and such other procedures as may be specified by IDALS. These records shall be available to IDALS, its internal or external auditors, the Auditor of the State of Iowa, the Treasurer of the State of Iowa, the Attorney General of the State of Iowa, and the Iowa Division of Criminal Investigation, at all times during the duration of this Contract and any extension thereof, and for three (3) full years following the Contract End Date.

**4.5 DOCUMENTATION.** Within 10 days of receipt of a written request from IDALS, Grantee shall deliver to IDALS: (i) copies of all contracts or documents relating to the Project; (ii) copies of all invoices, receipts, statements or vouchers relating to the Project; (iii) a list of all unpaid bills in connection with the Project; and, (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project. Grantee shall be bound by this requirement from the Effective Date to a date three (3) full years following the Contract End Date.

**4.6 CONVEYANCE OF PROJECT PROPERTY.** Between the Effective Date and a date three (3) full years following the Contract End Date, Grantee shall not sell, transfer, convey, assign, encumber or otherwise dispose of any portion of the Project property as described in Exhibit A without express written permission of IDALS, which permission may be withheld in the sole discretion of IDALS.

**4.7 INDEPENDENT CONTRACTOR.** Grantee's status shall be that of an independent contractor. Neither the Grantee, its employees, agents, or any subcontractors performing work or services for the Grantee are, or shall be deemed to be, employees or agents of the State of Iowa, and shall not be considered employees of IDALS or the State of Iowa for federal or state tax purposes. IDALS shall not withhold taxes on behalf of the Grantee unless required to do so by law.

**4.8 USE OF THIRD PARTIES.** IDALS acknowledges that Grantee may contract with third parties for the performance of any of the Grantee's obligations under this Contract. All subcontracts shall be subject to prior approval by IDALS. Grantee may enter into such contracts to complete the Project provided that Grantee remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Grantee under this Contract shall apply to any subcontractors retained by Grantee. IDALS shall have the right to request the removal of any subcontractor from the Project for good cause. Subcontracts shall be submitted to IDALS for approval before entry into force and effect.

**4.9 AWARD AMOUNT, TYPE.** This is a cost-share grant award in the amount of \$50,000.00

**4.10 USE OF LOGOS AND SIGNAGE.** The Grantee will be required to include the CleanwaterIowa.org and the IDALS logo in any marketing and outreach materials developed in conjunction with the project and funded either with grant proceeds or with matching funds.

**4.11 STANDARDS AND SPECIFICATIONS.** The practices installed shall comply with Iowa Stormwater Management Manual (ISWMM) standards and specifications or with USDA Natural Resources Conservation Service (NRCS) Standards and Specifications, where available.

Practice plans and designs must be approved by an Urban Conservationist assigned by IDALS following the project review and implementation guidelines established in the Water Quality Initiative Milestone Checklist prior to proceeding with design finalization or any associated construction activities.

All practices installed with WQI funds will be subject to IDALS maintenance agreement requirements to ensure the respective practice(s) will be maintained through its anticipated lifespan. Agreement durations and requirements are practice specific and should be discussed with the Urban Conservationist assigned by IDALS.

**4.12 PROJECT REPORTING AND TRAINING REQUIREMENTS.** A representative of the Grantee will be required to attend any IDALS identified training events and/or meetings. IDALS will provide sufficient notification of required training sessions.

In addition, the Grantee is required to submit progress reports periodically during the project to document activities and progress in conformance with printed report guidance provided by IDALS.

Any failure by a Grantee to meet established deadlines for submission of progress reports will result in immediate suspension of all disbursement of funds to the Grantee, including advance requests and all reimbursements. This suspension will continue until receipt by IDALS of all outstanding reports associated with this Contract.

Specifically, Grantee is required to:

- a) Provide IDALS with quarterly progress reports within fifteen (15) days after the end of each quarterly reporting period.
- b) Provide a comprehensive final report in conformance with the printed report guidance provided by IDALS, within 30 days of conclusion of the project.

## **SECTION 5. RELEASE AND DISBURSEMENT OF FUNDS**

**5.1 CONDITIONS FOR RELEASE OF FUNDS.** No funds shall be released for disbursement until this Contract has been executed and the Grantee has properly completed each of the following items:

- a) Attendance by at least one representative of the applicant at program orientation offered by IDALS staff.
- b) Completion and submission of form “W-9, Request for Taxpayer Identification Number and Certification.”

- c) Evidence, acceptable to IDALS or its designee, that acceptable accounting policies and procedures are in place within 90 days of contract execution by all parties.

**5.2 REQUESTS FOR DISBURSEMENT.** All disbursements of proceeds shall be subject to receipt by IDALS of requests for disbursement submitted by Grantee. Requests for disbursement shall be in a form and content acceptable to IDALS.

Grantee or its designee shall request disbursement by submitting to IDALS or its designee the request form provided by IDALS (as the same may be modified from time to time by IDALS), which request form shall itemize Grantee's total allowable expenses, if any. Expenses shall be documented in a manner acceptable to IDALS or its designee.

IDALS or its designee shall review the request and, if acceptable to IDALS or its designee, make the appropriate disbursement from the *Water Quality Initiative* Fund.

The disbursement authorized by IDALS or its designee will be limited to the expected allowable expenses for the relevant period. Major budget category Practice Costs may deviate by ten (10) percent by line item without prior approval of the Division, but total expenditures shall not exceed the total budget amount provided in the project contract.

**5.3 SUSPENSION OF DISBURSEMENT.** Upon the occurrence of an Event of Default (as defined in this Contract) by Grantee, IDALS or its designee may suspend payments to Grantee until such time as the default has been cured to IDALS' satisfaction. Notwithstanding anything to the contrary in this Contract, upon a termination of this Contract on account of an Event of Default by the Grantee, Grantee shall no longer have the right to receive any disbursements after the date of the Event of Default.

**5.4 INVESTMENT OF GRANT FUNDS.** In the event grant funds are not immediately utilized, temporarily idle grant funds held by Grantee may be invested, provided such investments shall be in accordance with State law, including but not limited to the provisions of Iowa Code chapter 12C concerning the deposit of public funds. Interest accrued on temporarily idle grant funds held by the Grantee shall be credited to and expended on the Project prior to the expenditure of other grant proceeds.

All proceeds remaining, including accrued interest, after all allowable Project costs have been paid or obligated shall be returned to IDALS within thirty (30) days following the Project Completion Date. Within ten (10) days of receipt of a written request from IDALS, Grantee shall inform IDALS in writing of the amount of unexpended grant funds in Grantee's possession or under the Grantee's control, whether in the form of cash on hand, investments, or otherwise.

**5.5 USE OF GRANT FUNDS FOR EQUIPMENT AND NON-CONSUMABLE SUPPLIES.** The use of grant funds through this contract is permitted for the purchase of equipment and non-consumable supplies, subject to all of the following conditions:

- a) All purchases for which reimbursement will be requested must be approved by IDALS prior to any expense being incurred by Grantee. Failure to adhere to this condition will result in forfeiture of all claims for reimbursement for the item(s) in question.
- b) In no instance will the reimbursement rate for an item purchased in this category exceed fifty percent (50%) of the documented cost of the item. Furthermore, no other source of state funding may be used to provide the non-IDALS share of expense for the item.

- c) If at any point prior to completion of the project, a piece of equipment or non-consumable supply item is sold, liquidated, or transferred for use outside of the project, full and immediate repayment of grant proceeds used to purchase the item by the Grantee to IDALS will be required.
- d) Recurring expenses associated with operation and maintenance of such equipment shall be the sole responsibility of the Grantee.

## **SECTION 6. REPRESENTATIONS AND WARRANTIES**

Grantee represents and warrants to IDALS as follows:

**6.1** Grantee is duly organized, validly existing and in good standing as a recognized legal entity under Iowa law. Grantee has full and adequate power to own its property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the property owned or leased by it requires such licensing or qualifying.

**6.2** Grantee has full right and authority to enter into this Contract and the person signing this Contract on behalf of Grantee has full authority to do so.

**6.3** Grantee hereby agrees to use Award proceeds only for the Project and the activities described in the approved Water Quality Initiative Application.

**6.4** The Application furnished to IDALS by Grantee does not contain any untrue statements of a material fact or omit a material fact.

**6.5** Grantee has received all licenses, permits, and approvals of all Federal, state, local, and foreign governmental authorities, if any, necessary to conduct its businesses; no investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Grantee threatened.

**6.6** Grantee shall complete the Project by the Project Completion Date.

**6.7** All financial statements and related materials concerning the Grantee and the Project provided to IDALS are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

## **SECTION 7. DEFAULT**

**7.1 EVENTS OF DEFAULT.** The occurrence of any one or more of the following events shall constitute cause for IDALS to declare Grantee in default of its obligations under this Contract: (i) a failure of Grantee to complete the Project by the Project Completion Date; (ii) a breach of any other term of this Contract.

**7.2 NOTICE OF DEFAULT, REMEDIES.** When IDALS determines that an Event of Default has occurred and is continuing, IDALS may, by written notice to Grantee: (i) terminate this Grant Contract and all obligations of IDALS under the Contract as of the date stated in such notice, and (ii) declare the full amount of Award funds, disbursed, immediately due and payable. Grantee agrees to pay to IDALS all expenses reasonably incurred or paid by IDALS, including reasonable attorneys'

fees and court costs, in connection with the enforcement of any of the terms of this Grant Contract.

**7.3 REPAYMENT OR PENALTY.** Upon the happening of any Event of Default, IDALS reserves the right to terminate this Contract and to require immediate repayment of the full amount of funds disbursed to Grantee under this Contract.

## **SECTION 8. TERMINATION**

**8.1 TERMINATION UPON NOTICE.** Following ten (10) days' written notice, IDALS may terminate this contract in whole or in part without payment of any penalty or the incurring of any further obligation to the Grantee. Following termination upon notice, Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to IDALS up to and including the date of termination.

**8.2 NON-APPROPRIATION.** Notwithstanding anything in this contract to the contrary, and subject to the limitations, conditions and procedures set forth below, IDALS shall have the right to terminate this contract without penalty by giving thirty (30) days written notice to the Grantee as a result of any of the following: (1) the legislature or governor fail to appropriate funds sufficient to allow IDALS to operate as required and to fulfill its obligations under this contract; (2) if funds are de-appropriated or not allocated; (3) if IDALS' authorization to operate is withdrawn or there is a material alteration in the programs administered by IDALS; and (4) if IDALS' duties are substantially modified. In the event of termination of this Contract due to non-appropriation, the exclusive, sole, and complete remedy of the Grantee shall be payment for services completed prior to termination.

**8.3 REMEDIES OF THE GRANTEE IN EVENT OF TERMINATION BY IDALS.** In the event of termination of this Contract for any reason by IDALS, IDALS shall pay only those amounts, if any, due and owing to the Grantee for services actually rendered up to and including the date of termination of the Contract and for which IDALS is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Grantee's claim. This provision in no way limits the remedies available to IDALS under this Contract in the event of termination.

**8.4 THE GRANTEE'S TERMINATION DUTIES.** The Grantee, upon receipt of notice of termination or upon request of IDALS, shall:

**8.4.1** Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters IDALS may require.

**8.4.2** Comply with the IDALS's instructions for the timely transfer of any active files and work product produced by the Grantee under this Contract.

**8.4.3** Immediately return to IDALS any payments made by IDALS for services that were not rendered by Grantee.

## **SECTION 9. CONFLICT OF INTEREST**

Grantee represents, warrants, and covenants that no relationship exists or will exist during the

Contract period between IDALS and Grantee that is a conflict of interest. No employee, officer or agent of Grantee shall participate in the selection or the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code Ch. 68B shall apply to this Contract. If a conflict of interest is proven to IDALS, IDALS may terminate this Contract, and Grantee shall be liable for any excess costs to IDALS as a result of the conflict of interest. Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. Grantee shall report any potential, real, or apparent conflict of interest to IDALS.

## **SECTION 10. INDEMNIFICATION**

Grantee shall jointly and severally defend, indemnify and hold IDALS, its successors and assigns, harmless from and against any liability, loss, damage or expense, including reasonable counsel fees, which IDALS may incur or sustain by reason of: (a) the failure of Grantee to fully perform and comply with the terms and obligations of this Contract; (b) Grantee's performance or attempted performance of this Contract; (c) Grantee's activities with subgrantees and third parties.

## **SECTION 11. CONTRACT ADMINISTRATION**

**11.1 NONASSIGNMENT.** This Contract may not be assigned without prior written consent of IDALS.

### **11.2 COMPLIANCE WITH THE LAW; NONDISCRIMINATION IN EMPLOYMENT.**

The Grantee, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Grantee, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Grantee shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

The Grantee, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event Grantee contracts with third parties for the performance of any of the Grantee obligations under this Contract as set forth in section 4.8, Grantee shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Contract to the contrary, Grantee's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Grantee ineligible for future state contracts in accordance with authorized procedures or the Grantee may be subject to other sanctions as provided by law or rule.

If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Grantee acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

**11.3 AMENDMENTS.** No change, modification, or termination of any of the terms, provisions or conditions of this Grant Contract shall be effective unless made in writing and signed by both parties.

**11.4 COMPLIANCE WITH LAWS AND REGULATIONS.** Grantee shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders, including those governing procurement. Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Contract.

**11.5 ACCESS TO RECORDS.** Grantee shall permit IDALS or its representatives and the State Auditor to access and examine, audit, excerpt and transcribe any pertinent books, documents, papers and records of Grantee relating to orders, invoices, or payments, or any other documentation or materials pertaining to this Contract. All records of Grantee relating to this Contract shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

**11.6 AUDITS.** IDALS reserves the right to require an audit of the Grantee's approved project and related activities at any time, during or after completion of the project. Any expenses pertaining to the project as a result of the audit will be an allowable expense under this Contract and will follow normal disbursement procedures.

**11.7 UNALLOWABLE COSTS.** If IDALS determines at any time, whether through monitoring, audit, closeout procedures or other means that Grantee has received Grant funds or requested disbursement for costs which are unallowable under the terms of this Contract, Grantee shall immediately repay to IDALS any and all unallowable costs.

**11.8 SURVIVAL OF CONTRACT.** If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

**11.9 GOVERNING LAW.** This Contract shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

**11.10 INTEGRATION.** This Contract contains the entire understanding between Grantee and IDALS relating to this Project and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the latest date stated below.

**FOR GRANTEE:**

City of Storm Lake

|           |                  |                |
|-----------|------------------|----------------|
| _____     | _____            | ____/____/____ |
| Signature | Print Name/Title | Date           |

**FOR IDALS:**

|                                               |                |
|-----------------------------------------------|----------------|
| _____                                         | ____/____/____ |
| Julie Kenney, Deputy Secretary of Agriculture | Date           |



IOWA DEPARTMENT OF  
**AGRICULTURE &  
LAND STEWARDSHIP**

**Request for Full-Applications  
Iowa Department of Agriculture and Land Stewardship**

**Water Quality Initiative  
Urban Conservation Projects**

**Full-Applications are Due:  
NO LATER THAN 4:30 PM  
FRIDAY, FEBRUARY 7, 2020**



Iowa Department of Agriculture and Land Stewardship (IDALS) is inviting full applications for projects that demonstrate strong ties to the Iowa Nutrient Reduction Strategy by focusing on adoption of urban conservation practices that provide nutrient load reductions to water resources in combination with outreach and education components demonstrating how projects will work to support the nonpoint source action items outlined in Section 1 of the Iowa Nutrient Reduction Strategy. The Iowa Nutrient Reduction Strategy can be viewed at <http://www.nutrientstrategy.iastate.edu>.

Applicants should demonstrate the ability to deliver low-impact development strategies and practices and have established strong partnerships with stakeholders that have or will be contributing significant resources to the project.

Desired outcomes for these projects will include concentrated efforts to demonstrate urban conservation practices paired with strong outreach/education components to disseminate information on these practices to promote increased awareness and adoption of available practices and technologies for achieving reductions in nutrient loads to surface waters. Quarterly progress reports and a final report will be required to document project progress and products as well as to provide aggregate accounting of practice adoption levels. Successful projects will serve as local and regional hubs for demonstrating urban conservation practices and providing practice information to other communities. We look forward to working with applicants for these funds to support demonstration projects across the state.

#### **ELIGIBLE APPLICANTS**

Soil and Water Conservation Districts (SWCDs), counties, county conservation boards, cities or other units of government, not-for-profit non-governmental organizations (NGO's) authorized by the secretary of state, public water supply utilities and watershed management authorities are eligible to submit applications. **Applicants must demonstrate legal authority to construct and maintain practices in the intended location prior to submittal of applications.** Due to the nature of this program and the emphasis on implementation of urban conservation practices and documentation supportive of the nutrient reduction strategy, ***applicants must*** collaborate with IDALS's Urban Conservation Program staff. Applicants are also strongly encouraged to partner with stakeholders that will benefit from installation of urban conservation practices and would be able to assist with education and information transfer.

#### **ELIGIBLE EXPENSES**

Eligible expenses include:

- Project costs (State funds not to exceed 50% cost) for the design and installation of urban conservation practices that are included in the Iowa Stormwater Management Manual (ISWMM) and designed according to the design guidelines of the ISWMM.
- Other practices (State funds not to exceed 50% cost) included in the Iowa Nutrient Reduction Strategy and designed and implemented according to NRCS standards and specifications.
- Outreach/education components such as field days, publications, signs, and informational meetings.

#### **PROJECT DURATION**

Priority will be given to applications that can demonstrate the ability to rapidly implement the project / practices funded under this RFA. Funds must be allocated / obligated no later than June 30, 2020 with installation completed no later than June 30, 2021. A high quality project with the possibility of future phases may be eligible for additional funding depending on future funding availability, project quality and project performance. Project funds will be available upon execution of a funding contract with IDALS (anticipate agreements will be in place on or prior to April 1, 2020). Projects cannot incur reimbursable expenses before the effective date stated on the contract.

#### **DISBURSEMENT OF FUNDS**

The Primary Grantee will be responsible for submitting payment requests to IDALS. Expense payments will be made on cost reimbursable basis. The Grantee will submit invoices and/or other required documentation to IDALS for the disbursement of funds. An explanation of the process and the required documentation will be provided to the Grantee by IDALS as part of the project contracting process.

#### **FISCAL MANAGEMENT**

The Primary Grantee must include documentation of their ability to provide appropriate fiscal management of the funds requested in the project application. If the group is unable to meet this requirement themselves, they may include documentation of their partnership with an entity that has an appropriate fiscal management structure in place in order to be considered an eligible applicant.

### **FULL-APPLICATION DETAILS**

Full-applications have been requested from a select number of pre-applications based on an internal review by IDALS. Full applications and all associated documentation and information are due by 4:30 pm on February 7, 2020. No information relating to the application submitted after this time will be accepted. Additional guidance on developing a full proposal is provided below.

The projected timeline for the complete application process is detailed below:

- Full-applications due: February 7, 2020
- Selected full-applications notified: March 6, 2020
- Anticipated project start date: April 1, 2020

### **FULL-APPLICATION REVIEW & SELECTION**

Full-applications will be reviewed by IDALS. Notification of funding by IDALS will be done by March 6, 2020. Applicants invited to submit full applications must collaborate with the Urban Conservationist for their area to help develop a full application.

#### **Full-Application Evaluation Factors (points in parentheses- 100 points possible)**

- Demonstrated ability to implement the project /practices in an efficient manner; readiness to proceed quickly upon project approval (25)
- Demonstrated strong partnerships and documented financial support as matching funds/resources (25)
- Project reduces nutrient loading to a water resource of high value to a large population of users (15)
- Collaborative outreach/education efforts to increase practice adoption and disseminate information broadly (15)
- Demonstrated linkages providing benefits to both urban and rural populations in the watershed (10)
- Project evaluation: Are the expected outcomes measurable, and is the evaluation plan suitable for measuring the outcomes? (10)

### **FULL-APPLICATION ASSISTANCE**

For assistance with full-applications contact the Regional Urban Conservationist for your area or the State Urban Conservationist:

- State Urban Conservationist
  - Paul Miller – 515-281-5833 or [Paul.Miller@iowaagriculture.gov](mailto:Paul.Miller@iowaagriculture.gov)
- Southwestern Iowa
  - Derek Namanny – 515-725-0150 or [Derek.Namanny@iowaagriculture.gov](mailto:Derek.Namanny@iowaagriculture.gov)
- Northwestern Iowa
  - Hannah Vorrie – 712-732-3096 x 3 or [Hannah.Vorrie@ia.nacdnet.net](mailto:Hannah.Vorrie@ia.nacdnet.net)
- Eastern Iowa
  - Amy Bouska – 319-499-4841 or [Amy.Bouska@ia.nacdnet.net](mailto:Amy.Bouska@ia.nacdnet.net)
- Central Iowa
  - Jennifer Welch – 515-964-1883 x 3 or [Jennifer.Welch@ia.nacdnet.net](mailto:Jennifer.Welch@ia.nacdnet.net)

For additional assistance, please contact the following IDALS Water Quality Initiative staff:

Matt Lechtenberg, Water Quality Initiative Coordinator  
515-281-3857 or [Matthew.Lechtenberg@iowaagriculture.gov](mailto:Matthew.Lechtenberg@iowaagriculture.gov)

### **SPECIAL NOTES**

The Iowa Department of Agriculture and Land Stewardship (IDALS) prohibits discrimination in its programs on the basis of race, color, national origin, sex, religion, age, disability, political beliefs and marital or familial status. (Not all prohibited bases apply to all programs.)

Distribution of pre-applications is limited to people involved in the review process, but note that all pre-applications and subsequent reports and related information are in the public domain. All reports related to funded projects will be made available to all interested parties in printed, electronic, or other means of communication, without discrimination.

Names, addresses and telephone numbers of the project primary point of contact (from funded projects) may be provided to interested news entities, potential project participants, or organizations for subsequent inquiries. Applications are used in the peer review process and submission of an application establishes consent by the author for appropriate distribution to fulfill review requirements.

Full-applications approved for funding will be required to enter into a project contract with IDALS. Sponsors of approved projects will be required to follow project review and implementation guidelines established in the Water Quality Initiative Milestone Checklist provided by IDALS (Attachment A) and enter into a Maintenance Agreement (Attachment B) to ensure the practice remains functional throughout its anticipated lifespan. Please consult with your respective urban conservationists with questions in regards to these requirements. Sponsors of approved projects will also be required to submit quarterly and final project reports utilizing forms and guidance provided by IDALS.

### **PROCEDURE FOR SUBMITTING FULL-APPLICATIONS**

Submit one electronic copy of your project application to IDALS. Hard copies of the application will not be accepted without an electronic copy. Arrival date and time of the electronic copy will be used to determine whether an application has been submitted on time. **Applications must be received by 4:30 PM on February 7, 2020.** No information relating to the application submitted after this time will be accepted.

Applications will be accepted **by either** of the following methods:

1. Submit the electronic copy of the application via CD, Flash drive, etc. to the address below:

*Iowa Department of Agriculture and Land Stewardship  
Division of Soil Conservation and Water Quality  
c/o Paul Miller  
502 East 9th Street  
Des Moines IA 50319*

2. Submit the electronic file containing your application in an attachment by e-mail addressed to [Paul.Miller@iowaagriculture.gov](mailto:Paul.Miller@iowaagriculture.gov). The file size limit for submission of applications by e-mail is 15MB in size. File submissions via FTP or file sharing site may be accepted provided IDALS can access and download the application. If you plan to submit via FTP or file sharing site, please follow up via phone to ensure that your application has been received prior to the application deadline. If you need assistance submitting your full-application, please contact Paul Miller at 515-281-5833 or [Paul.Miller@iowaagriculture.gov](mailto:Paul.Miller@iowaagriculture.gov).
3. All applicants submitting applications will be sent an email confirmation as listed on the application form acknowledging receipt of the application.

# WATER QUALITY INITIATIVE TARGETED DEMONSTRATION WATERSHED PROJECTS APPLICATION FOR FUNDING ASSISTANCE

Iowa Department of Agriculture & Land Stewardship

**Full-Application Cover Sheet:** (1 page maximum)

Provide the following information on the Proposal Cover Sheet. Additionally, include the signature of the Authorized Representative, authorizing submission of the proposal.

Project Title: Storm Lake High School Courtyard Conservation Project  
Applicant Entity: City of Storm Lake  
Contact Person: Keri Navratil, City Administrator  
Address: 620 Erie St., Storm Lake, IA 50588  
Phone: 712-732-8000  
E-mail: navratil@stormlake.org

Authorized Representative Signature: Keri Navratil

**Executive Summary:**

The City of Storm Lake in conjunction with the Storm Lake High School (SLHS) Advanced Ecology class is pleased to submit a Water Quality Initiative full-application for the students' courtyard renovation project. The High School courtyard is an underutilized space that is inaccessible to students and faculty. As part of the class curriculum, the students are tasked with developing a plan to beautify the space and make it functional. The information provided in this proposal outlines their plans to incorporate rain gardens, permeable pavers, and native landscaping into the space. This project will provide multiple educational opportunities and improve water quality in an urban space. The assistance of this WQI grant will help the students make this project a reality.

**List the name, location, and the importance of the surface water that will benefit by this project:**

The project drains into Poor Farm Creek which is a tributary of the North Raccoon River. Poor Farm Creek and the North Raccoon River are Category 5 Impaired waterbodies listed in the State's Section 303(d) list of impaired waters. The North Raccoon River is a Nutrient Reduction Strategy HUC 8 Priority watershed.

**Include a listing of project partners at the time of full-application:**

Storm Lake High School Advanced Ecology Class, EOR, Buena Vista SWCD, ISU Extension and Outreach Master Gardeners, Pheasants Forever, North Raccoon River Watershed Management Coalition, Storm Lake Education Foundation

**Provide a total budget summary, utilizing the format shown here:**

|                               | IDALS Request | Applicant Contributions | Partner Contributions | Total Budget |
|-------------------------------|---------------|-------------------------|-----------------------|--------------|
| April 1, 2020 – June 30, 2020 | \$40,000      | \$15,000                | \$15,000              | \$70,000     |
| July 1, 2020 – June 30, 2021  | \$10,000      | \$10,000                | \$10,000              | \$30,000     |
| Overall                       | \$50,000      | \$25,000                | \$25,000              | \$100,000    |

## **Narrative Section** (4-page maximum)

### **Pre-Application Narrative:** (previously-submitted pre-application with requested updates)

Provide any updates to the pre-proposal narrative on the following items:

#### **Describe the primary components/practices that will be installed by this project.**

SLHS is one of three schools in the State that currently offer a watershed-based curriculum to students. This is the second year the school has offered the Advanced Ecology course. Last year, the class completed multiple small group projects. This year, the class is completing one big project together; the courtyard. Students in Advanced Ecology brainstorm student generated project ideas at the start of the school year and choose what they will focus on. The SLHS courtyard was unlocked at the beginning of this school year for the first time in over 10 years and students taking Advanced Ecology felt the timing was right to take action on this space.

The class is working closely with EOR and IDALS Urban Conservationist to develop a plan to incorporate urban water quality practices into the existing courtyard. Currently, the space is composed of gravel, concrete, and shrubs. The space is visible from the library, main hallways, and multiple classrooms. The project consists of installing rain gardens around two existing intakes, permeable paver outdoor classroom areas, and native plantings in the remaining open spaces. A conceptual plan for the courtyard renovation is attached. All runoff from the courtyard is directed north to Poor Farm Creek where it eventually drains into the North Raccoon River. The proposed practices will capture, treat, and slowly release water to the Creek. Students have already begun site clearing activities such as clearing brush.

Other funding sources have been secured or are being pursued to close the funding gap. Listed below are grants the class has received and are seeking.

- Storm Lake Education Foundation (\$2,000): Secured for 2019-2020 school year
- City of Storm Lake Grant (\$2,000): Notification of award expected in February.
- Buena Vista County Foundation (\$5,000): Submitting application during the 2020 spring cycle.
- The North Raccoon River Watershed Management Coalition: Unknown at this time. More information on potential funding from NRRWMC will be available in March.
- Pheasants Forever (\$2,500)

In addition to the grant funds the class has pursued, the students have started a fundraising campaign that includes shirt orders from the bonfire campaign website and through the Storm Lake Education Foundation Trivia Night raffle. Currently \$250 has been raised through the bonfire website. All proceeds from the shirt orders go directly to the class, in addition to any donations given through the website. The fundraiser is ongoing and won't be closed in the foreseeable future. More information about the fundraising campaign is attached to the application.

The Courtyard Renovation project was the featured cause during the Storm Lake Education Foundation Trivia Night on February 1st. The event raised \$1,400 which will go directly towards the project.

#### **Describe the primary anticipated benefits from each partner and benefits to urban and rural populations in the watershed.**

SLHS Advanced Ecology Class- Students enrolled in this class are a mix between urban and rural backgrounds. This project will offer a rare and unique learning experience for the high school students. Students have been instrumental in planning the project and seeking assistance from partners to make their project a reality. The students' role in this project include planning and in-kind labor support. This project will also benefit the High School and will provide the opportunity for other students to utilize an outdoor learning space that benefits student well-being and the health of the environment.

EOR- EOR has an excellent working relationship with the City of Storm Lake. To date, EOR has designed and implemented eight projects for the City to manage stormwater and agricultural drainage. EOR will work closely with the class and IDALS Urban Conservationist to ensure the project meets design standards and the project goals of the students.

Buena Vista SWCD- The Buena Vista SWCD is active in promoting and supporting conservation efforts throughout the county. This project will supplement existing and ongoing conservation efforts. The SWCD will promote the project through the district newsletter and other means.

ISU Extension and Outreach- The ISU Extension and Outreach Master Gardener Program will assist the students with plant selection, planting and associated maintenance activities that come along with the project.

Pheasants Forever- Pheasants Forever will contribute \$2,500 to the Courtyard Renovation project as well as native seeding that can be used throughout the area. The Buena Vista chapter also has the means to disperse project information to members who might otherwise never know about the project.

North Raccoon River Watershed Management Coalition (NRRWMC)- Fifteen counties make up the North Raccoon River Watershed and ten of those counties are actively involved with the NRRWMC. This project will supplement ongoing efforts to improve water quality and reduce flood risk in the watershed. The project coordinator will be able to provide board members and others following the NRRWMC with information on the project. Additional funding opportunities are being explored through NRRWMC.

Storm Lake Education Foundation- "The Foundation exists to broaden financial support, promote interest, encourage participation, and create good will for the extra-curricular activities among faculty, students, alumni, parents, and friends of the Storm Lake Community School District." The Foundation supports the mission of the Courtyard Renovation project and has assisted the class in raising funds and providing a grant to implement the project. Many members of the Foundation are alumni and see how this opportunity will benefit current and future students.

**If there will be other / future phases of this project or if the things that would be funded by this application are part of a larger scale project, describe the larger project and how this application fits in or compliments other aspects of a larger project.**

It is not anticipated that future phases of the Courtyard Project will be completed. Depending on the additional funds the class can secure, the project may be scaled to best utilize funds. It is the goal of the class to finish the project before the school year ends. This project will help the School District gain experience in water quality projects that may lead to future projects at the High School and other school properties within the district. Each year, the Advanced Ecology Class will complete a project within the community and this project will help build support for those future efforts.

**Describe how the project will be evaluated to determine if anticipated benefits are realized.**

This project will offer countless opportunities for education. Water monitoring of the practices may be pursued for future classes to study and native plants planted within the rain gardens and seeded areas will offer an opportunity to study the benefits of native plants in urban areas. As well as scientific observations, the renovated courtyard space will allow educators to monitor the effect of an outdoor learning environment has on student performance and well-being.

Overall function and success of the project will be monitored through regular maintenance. The school district will be responsible for on-going maintenance. The expected benefits this project can provide will help determine future project efforts to improve water quality and student health.

**Describe the education/information program that will be implemented as part of the project and anticipated budget.**

The Courtyard project is integrated into the Advanced Ecology course curriculum. Students are involved in all facets of planning and implementation of the project. Not only will the project help students understand urban water quality practices, it will help them gain experience working with groups from different disciplines to solve common real world issues.

The class will work with the regional IDALS Urban Conservationist to design educational signage for each practice. The proposed practices will be a valuable learning tool to conduct experiments to better understand the function of the practices. The space will be used as an education resource in a newly implemented language academy at the high school. The language academy serves English language learners. There are over 20 native languages spoken by students in the Storm Lake Community School District. Demographics of the district's student body include 85.2% total non-Caucasian. Project information will be provided in school newspaper articles, City of Storm Lake media sites, and through other outreach avenues utilized by the project partners.

In April 2020, the students' courtyard project will be featured in the closing plenary session of the Iowa Water Conference. The project fits well with the conference theme of "2020- A vision for Iowa's water future" since it is a student focused effort to explore stormwater treatment features for the benefit of future generations. The presentation will tell the story of the students' involvement in a watershed plan and how they can make a difference in making their community more resilient. The closing session of the Water Conference will allow the students a great opportunity to promote urban water quality and the Water Quality Initiative to conference attendees.

**Full-Application Narrative:** *(additional information requested)*

Provide a brief narrative on the following items:

**Explain where you are at in the planning and design process for each practice.**

Design plans are currently in the conceptual phase as the City and class determine available funding for the project. The proposed practices included in the conceptual design include permeable pavers, rain gardens, and native plantings. The project will be scaled according to available funding. Upon notification of the full-application, EOR will continue with design and work through necessary approval stages with the school and Urban Conservationist. EOR is experienced in stormwater practice design and will work closely with the Urban Conservationist to move quickly through the design review process. A revised concept is attached.

**Provide the anticipated timeline of completion for each practice (finalize design, permitting, construction bidding, etc.), if awarded funding.**

Given this project is part of the Advanced Ecology curriculum, the class is aiming to complete the project by the end of the school year. Initial clearing of shrubs and undesirable trees has already been completed with pavement removal and excavation activities slated to occur in the spring. In the event the project is not completed by the end of the school year, the project will keep moving forward. Listed below is a proposed timeline.

|                                    |                                                     |
|------------------------------------|-----------------------------------------------------|
| March 2020:                        | Notification of funding and continue project design |
| April 1st, 2020:                   | Project start date                                  |
| April 2020:                        | Complete design                                     |
| May 2020:                          | Project bidding                                     |
| June 2020:                         | Construction administration                         |
| July-August 2020:                  | Project construction                                |
| August 31 <sup>st</sup> , 2020:    | Substantial completion                              |
| September 30 <sup>th</sup> , 2020: | Final completion                                    |
| Fall-winter 2020:                  | Close out project                                   |

**Provide a list of anticipated/required permits needed before construction can begin (i.e. 401/404, NPDES, cultural resources, etc.). Provide status of where the project is for this permitting and anticipated timelines for permit completion.**

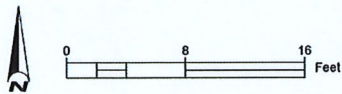
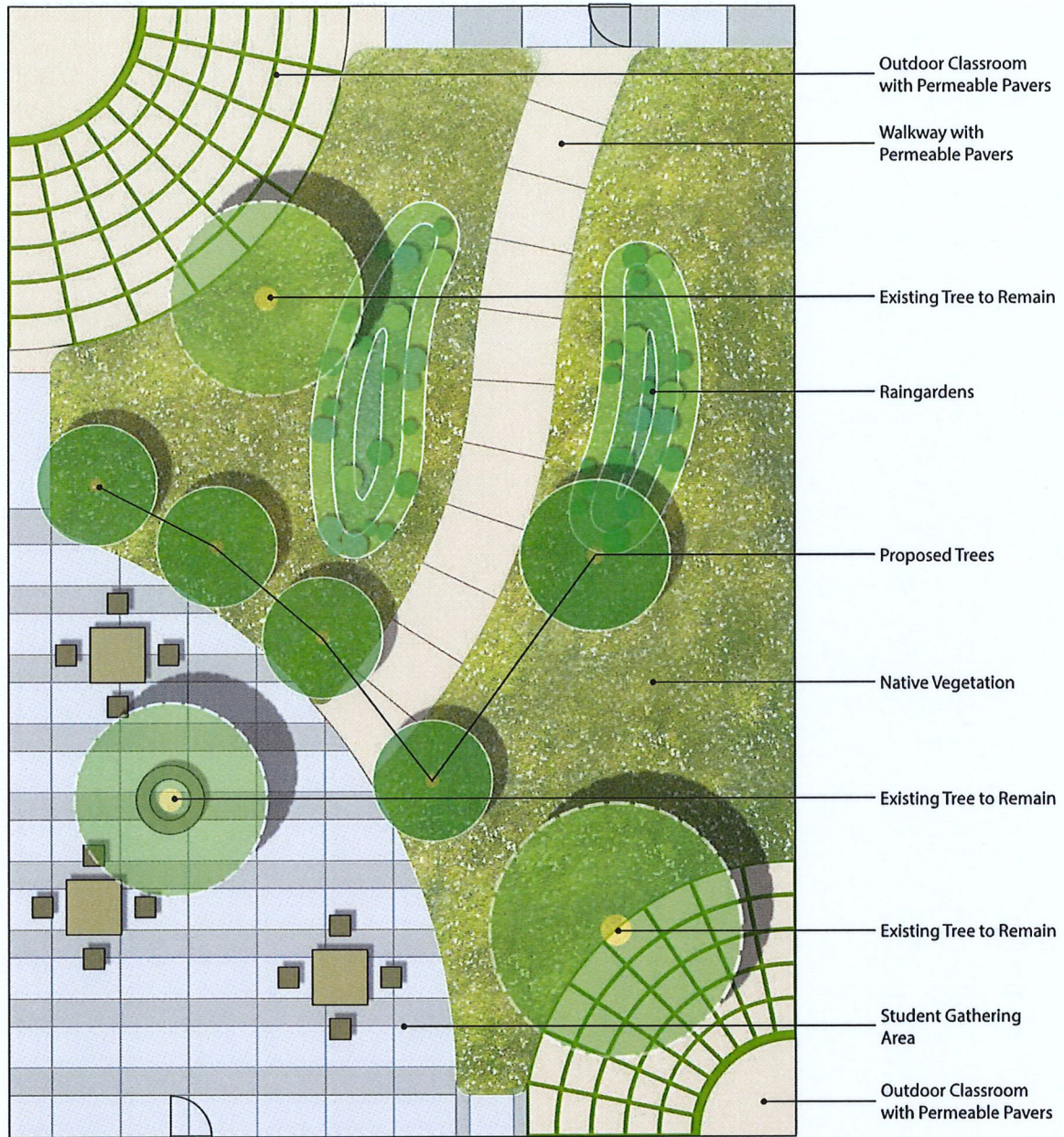
No permits are required for this project.

**Provide a listing of partners, including who/what entities are contributing to the project, whether those funds are in-kind or cash, and what specific item these contributions are going towards (outreach, practice, design, etc.). For in-kind funds, please provide additional detail of the anticipated value of these contributions as they pertain to each project deliverable.**

The SLHS Advanced Ecology Students with the assistance of the Advanced Ecology teacher, Angela Mesenbrink, will assist with the outreach and education components of the project to other students in the school and throughout the district. The class has been actively promoting the project to the community through presentations to community clubs, such as the Kiwanis club, and events. The students will be providing in-kind contributions toward the project assisting with construction efforts not to exceed \$10,000. EOR will design the practices and will assist with outreach as needed. The Buena Vista SWCD, ISU Extension Master Gardeners program, and the NRRWMC will provide in-kind support through outreach to various audiences. It is not expected that these in-kind contributions will leverage WQI funds. The Storm Lake Education Foundation awarded the class a \$2,000 grant for implementation of the project. Pheasants Forever has pledged \$2,500 cash to the project and technical support on current project deliverables and future support. Letters of support from partners and others are attached.

Provide a description of each practice utilizing the format shown here (Table will not count towards the four-page narrative maximum):

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| <b>Practice #1:</b> <i>(provide name and description of practice)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>IDALS:</b> <i>(IDALS budget contribution to practice)</i><br>\$22,000                |
| <b>Rain Gardens</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>TOTAL:</b> <i>(Includes applicant, partner, and IDALS contributions)</i><br>\$44,000 |
| <b>Practice Details:</b> <i>(provide a general description of the location, design status, permits required, and current permit status)</i><br><br>The courtyard contains two existing stormwater surface drains. The drains will be modified to include water control structures and 270 square feet of raingarden basins to facilitate infiltration into an engineered soil mix. Construction permits are not required. Design is currently in the preliminary phase.                                                                                                          |                                                                                         |
| <b>Practice #2:</b> <i>(provide name and description of practice)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>IDALS:</b> <i>(IDALS budget contribution to practice)</i><br>\$28,000                |
| <b>Permeable Pavement</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>TOTAL:</b> <i>(Includes applicant, partner, and IDALS contributions)</i><br>\$56,000 |
| <b>Practice Details:</b> <i>(provide a general description of the location, design status, permits required, and current permit status)</i><br><br>The existing concrete pavement is deteriorated and unsalvageable. Permeable pavers will be used to replace an existing sidewalk between two access doors as well as to create two outdoor education areas. In total, 1,500 square feet of permeable pavers will be installed using paver blocks at a discounted price from Quick Supply. Construction permits are not required. Design is currently in the preliminary phase. |                                                                                         |
| <b>Practice #3:</b> <i>(provide name and description of practice)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>IDALS:</b> <i>(IDALS budget contribution to practice)</i>                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>TOTAL:</b> <i>(Includes applicant, partner, and IDALS contributions)</i>             |
| <b>Practice Details:</b> <i>(provide a general description of the location, design status, permits required, and current permit status)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                         |



## STORM LAKE HIGH SCHOOL COURTYARD

# Storm Lake Advanced Ecology

COURTYARD PROJECT 2019-2020

Work hard, dream big, be proud.

## #NEEDGREEN



Advanced Ecology  
Class

**To support our class project,  
purchase our shirts at our  
bonfire campaign website, or  
contact the Storm Lake  
Education Foundation at  
(712)-732-8060**

Support our class by purchasing one of our  
custom made Courtyard shirts!  
<https://www.bonfire.com/store/slhscourtyard/>



Advanced Ecology  
Class

#NEEDGREEN

# Courtyard

PROJECT

Make the  
courtyard  
great again!

Go to Bonfire  
Search:  
SLHS Courtyard

Improve conservation  
while renovating the  
space in a  
sustainable way



To order shirts and help us out,, click below



SLHS Courtyard | Official Merchandise  
Check out our store! All proceeds support the Storm Lake High  
School courtyard efforts!

3 of 4

Make the  
courtyard a  
place where  
students  
can enjoy  
and relax on  
a nice day!!



February 5, 2020

Iowa Department of Agriculture and Land Stewardship

RE: Water Quality Initiative, Urban Conservation Project

To whom it may concern,

I'm writing this letter in support of the Courtyard Renovation Project at Storm Lake High School by our high school advanced ecology class. Our Storm Lake School Foundation believes strongly in this project. We believe it not only provides a place for students to relax but also a place where classes may be held while enjoying the outdoors. It also provides an opportunity for students to learn about the handling of storm water efficiently as some best practices are incorporated in the project. These include such things as rain gardens and permeable pavers. The Foundation Board has agreed to donate \$2,000 and to assist them in their fundraising efforts. We also raised \$1,400 in a raffle at our annual fundraising event this past weekend. It was a 50/50 raffle with the proceeds going toward this project. Community members purchased raffle tickets, with the winner donating her share back to the project. I think is an example of the support the project has in the community.

I also serve as mayor of Storm Lake. From the perspective of the city, we view this project as not only an educational opportunity for students but also something that will benefit the community in general. It's an opportunity for students and community members to learn about the best practices in handling storm water and how it can affect the water quality of our lake and reduce flooding in our community. Our city council will be placing a budget allocation of \$2,000 for this project.

The Storm Lake School Foundation hopes that you will deem this project worthy and select it.

Sincerely,

Michael D. Porsch, Executive Director  
Storm Lake School Foundation

November 29, 2019

Advanced Ecology Class  
Storm Lake High School  
621 Tornado Drive  
Storm Lake, IA 50588

Dear SLHS Advanced Ecology Class,

It is with great pleasure that I express my support for the SLHS advanced ecology class courtyard renovation project.

As principal of the high school I was excited to see this class take on the courtyard renovation project. Once the class got word that we were going to renovate the courtyard to help improve the school environment, the advanced ecology class jumped at the opportunity to this project on.

In researching the courtyard project our students have been working with the city of Storm Lake, Buena Vista county, and many local businesses. Our students have been working hard towards securing local grants that will fund the project. Acting on behalf of the school these students have been working with area professionals to improve the layout and design of the courtyard. Through our partnership with these professionals we have created an outdoor space that will accommodate two outside classrooms, and plenty of natural trees and plants to improve air quality. Our students also collected student and staff input when designing this space. One big advantage to a green space, on campus, like this is additional mental health benefit. Students spend most of the days in the school. Providing a comfortable safe pace for students to utilize is paramount to improving their quality of life.

I can see many advantages to this project going forward. The sheer amount of excitement generated by current, and past, staff/students has been overwhelming. A project of this size will do wonders for the school's climate and culture. Student ownership is a major part of this project. In the end the students in the advanced ecology class have a legacy worth leaving behind. It is with complete confidence that I support advanced ecologies courtyard renovation project.

Sincerely,

Seith Monahan  
Storm Lake High School Principal



**BUENA VISTA COUNTY  
SOIL AND WATER CONSERVATION DISTRICT**

1617 N. Lake Avenue

Storm Lake, Iowa 50588

Telephone: (712) 732-3096

Board of Commissioners

JIM FOELL

JIM HINKELDEY

RON SENNERT

BRIAN WALDSTEIN

TO: Granting Agency

DATE: December 3, 2019

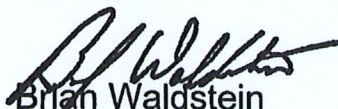
RE: Storm Lake Water Quality Initiative Grant

Dear Granting Agency,

The Buena Vista County SWCD supports the City of Storm Lake's WQI application to assist the Storm Lake High School Advanced Ecology class with their courtyard renovation project. Rain gardens, permeable pavement, and native plantings are proposed elements the students are planning to incorporate into the space. The proposed project will expand upon previous urban conservation efforts within the City and engage youth in important conservation principles. This project will provide students and faculty with a unique learning space that will benefit water quality and overall well-being of students.

The District supports these ongoing urban conservation efforts to collaborate and provide a model for similar efforts across the state.

Sincerely,

  
Brian Waldstein  
Chairman

November 15, 2019

Hannah Vorrie, Urban Conservationist  
Buena Vista Soil and Water Conservation District  
1617 North Lake Ave  
Storm Lake, IA 50588-1913

RE: Storm Lake High School – Advanced Ecology Class  
High School Courtyard Project

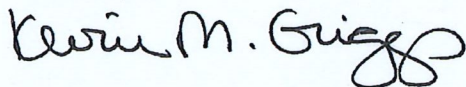
Dear Ms. Vorrie:

I provide this letter of support for the proposed Storm Lake High School (SLHS) Courtyard Revitalization Project. As the storm water engineering firm for the City of Storm Lake, we at EOR Iowa recognize the importance of not only managing stormwater where it falls, but also in providing opportunities to educate others about its wise stewardship.

SLHS, led by Ms. Mesenbrink's Advanced Ecology class, has the unique opportunity to repurpose a key outdoor space within the high school complex. By utilizing the area as a demonstration site for how stormwater can be managed to provide multiple benefits, including improved water quality in the watershed, future students will benefit from the on-site laboratory. The Advanced Ecology class has shown leadership and imagination in redesigning the courtyard space while considering stormwater management and the need for outdoor education.

EOR Iowa intends to provide assistance (both pro-bono and fee-based) to see the project implemented. Ms. Mesenbrink and her class share the environmental stewardship values that drive our work. We believe in her mission to improve her local community and ecosystem through educating others on land and water stewardship. We feel the High School Courtyard Project is deserving of consideration for grant funding for this important effort.

Sincerely,  
EOR Iowa, LLC



Kevin M. Griggs, PWS, CWB  
Senior Environmental Scientist  
President & CEO



2218 Agronomy Hall | Iowa State University | Ames, Iowa | 50011 | 515-294-7467

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January 24, 2020

Iowa Department of Agriculture and Land Stewardship  
Division of Soil Conservation and Water Quality  
c/o Nicole Gubbels  
502 E. 9<sup>th</sup> Street  
Des Moines, Iowa 50319

Dear Ms. Gubbels:

I am writing to express my support for the proposed Storm Lake High School (SLHS) Courtyard Revitalization Project. In my role at the Iowa Water Center, I have worked with Ms. Mesenbrink's Advanced Ecology class through The Watershed Project, a project-based learning framework for Iowa high schools designed to build youth conservation leadership capacity. This grant application is exactly the outcome we intend through this program: student-driven solutions to community-based natural resource concerns.

This is the second year of Ms. Mesenbrink's Advanced Ecology class. By design, her students engage with the community around them in order to learn more about their watershed, conservation, and natural resource management. The partnerships that the students have already developed with the City of Storm Lake, Soil and Water Conservation District, engineering firms, and others demonstrate active collaboration between the community and the local education system.

Funding this project would do so much more than improve water quality in the Poor Farm Creek and North Raccoon River watersheds through practice installation. Rewarding the students' initiative contributes to developing emerging generations of civic leaders with commitment and interest in environmental sustainability. Ultimately, we are teaching these students, and their communities, how to transform into engaged, resilient communities that proactively and collaboratively address soil and water conservation issues.

Thank you for your consideration of this proposal.

Sincerely,

Melissa Miller  
Associate Director  
Iowa Water Center



IOWA STATE UNIVERSITY  
Extension and Outreach

November 21, 2019

Advanced Ecology Class  
Storm Lake High School  
621 Tornado Drive  
Storm Lake, IA 50588

Dear SLHS Advanced Ecology Class,

ISU Extension and Outreach –Buena Vista County would like to express their support for the renovation of the Storm Lake High School Courtyard.

ISU Extension and Outreach carries Iowa State's land-grand mission throughout the state – Strong Iowa. We serve as a 99-county campus, connecting the needs of Iowans with Iowa State University research and resources. We provide education and partnerships designed to solve today's problems and prepare for the future. We have been a member of the Buena Vista County/Storm Lake community for 100 years. Throughout the century, one of our consistent goals has been to provide positive youth development opportunities young people in Buena Vista County.

We see many potential benefits to renovating the courtyard space. First, would be improving the conservation benefits of the courtyard by installing permeable pavers that route rainwater into the citywide drainage system and trees that would absorb carbon dioxide and release oxygen. Second, a utilized green space is important to mental health and can reduce health inequalities and improve student well-being. Third, the integration of a senior legacy wall would increase the sense of belonging for young people. Finally, the opportunities for engaged learning through the advanced ecology class, the building and trades program, the art program and other disciplines will result in tangible skill development for a future workforce.

ISU Extension and Outreach-Buena Vista County would offer our support and the following resources to the courtyard renovation project. Kris Kohl serves as the Extension and Outreach Engineer for Northwest Iowa and could provide consultation on structure and drainage. Master Gardeners from Buena Vista County could provide volunteer advice on plant and tree selection as well as aiding students in the instillation and upkeep. Additionally, there could be potential funding sources that could be available in partnership through the Master Gardener program or the Department of Agriculture and Natural Resources. ISU Extension and Outreach wants to build a strong Iowa by serving in partnership with the Advanced Ecology Class to renovate the Storm Lake High School Courtyard.

Sincerely,

Nichol Kleespies

4-H Youth Outreach Educator

ISU Extension and Outreach – Buena Vista County

November 20, 2019

To Whom it May Concern:

This letter is written in support of the 2019-20 Advanced Ecology Courtyard Project. For years I have witnessed the slow demise of the courtyard which is centrally located at Storm Lake High School. I, as well as other staff members, have often wondered why the space was not cleaned up and utilized instead of being an eyesore with restricted access. It has certainly been a "missed opportunity" in my opinion. Imagine my delight when I learned that the Advanced Ecology students decided to invest their time and energy into the revitalization of the courtyard space!

I recently had the opportunity to listen to their proposal and see their plans for the project. I was very impressed with the thought that has been put into the renovation. They have sought input from students and staff, solicited assistance from outside agencies to help with the design and selection of materials, and perhaps most impressive to me is their attention to the protection of our watershed. The materials they have selected, both biotic and abiotic, will allow for the filtration of water from non-permeable surfaces and increase the longevity of the area. They have diligently researched the network of drains currently in the courtyard and learned that the run-off travels to the storm drain and eventually to the outlet creek. Any improvement to the filtration of this run-off will positively benefit the quality of water in our watershed.

I wholeheartedly support this project and will provide any assistance needed in the form of feedback, resources, and manual labor to see this project to fruition. If you have any questions or concerns that I can address, please feel free to contact me via email at [khixon@slcsd.org](mailto:khixon@slcsd.org) or by phone, (712) 732-8065. I look forward to reaping the benefits of their effort!

Sincerely,

Karen Hixon  
Instructional Coach, Storm Lake Community School District

**Exhibit B Budget**

| Component                 | Total     | IDALS/<br>WQI | Local Match<br>Amount | Match Source(s)                |
|---------------------------|-----------|---------------|-----------------------|--------------------------------|
| Practices (list & number) |           |               |                       |                                |
| 1. Rain Gardens           | \$44,000  | \$22,000      | \$22,000              | <u>Local, Partner, In-Kind</u> |
| 2. Permeable Pavers       | \$56,000  | \$28,000      | \$28,000              | <u>Local, Partner, In-Kind</u> |
| 3.                        | \$        | \$            | \$                    |                                |
| 4.                        | \$        | \$            | \$                    |                                |
| 5.                        | \$        | \$            | \$                    |                                |
| 6.                        | \$        | \$            | \$                    |                                |
| (add lines as needed)     | \$        | \$            | \$                    |                                |
|                           |           |               |                       |                                |
| TOTALS                    | \$100,000 | \$50,000      | \$50,000              |                                |

## Staff Summary

4/6/2020

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:** **Motion To Consider Funding Request- Day of the Child Multicultural Festival**

**BACKGROUND:** On March 16, Trevina Jefferson, Executive Director for Trepson Foundation provided information regarding a funding request for the Day of the Child Multicultural Festival. The request was to purchase a large tent for the event.

**FISCAL IMPACT:** \$5,000 from Hotel/Motel Tax

**RECOMMENDATION:** Motion to approve funding request

## Staff Summary

4/6/2020

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 to Consider Funding Request- Americorp Internship**

**BACKGROUND:** At the March 16 City Council Meeting, Trevina Jefferson, Executive Director for Trepson Foundation requested funds for a match for an Americorp Internship program.

**FISCAL IMPACT:** If approved , the funds would be from the General Fund

**RECOMMENDATION:** Motion to approve the funding request.

## Staff Summary

4/6/2020

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:** **Ordinance No. 05-O-2019-2020 Consideration of Repealing Ordinance for the division of revenues for South School Urban Renewal Plan - 2nd Reading**

**BACKGROUND:** The current Ordinance allows the taxes collected in the South School Urban Renewal Area be used as an economic development grants to assist in the renovation of South School for market rate apartments. The City terminated the Developer's Agreement with the Developer, therefore there is no need to have this ordinance.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** ~~Approve 1st reading – March 16, 2020~~  
Approve 2nd reading- April 6, 2020  
Approve 3rd reading and adopt - April 20, 2020

**ATTACHMENTS:**

| Description                  | Type      |
|------------------------------|-----------|
| Ordinance No. 05-O-2019-2020 | Ordinance |

**ORDINANCE NO. 05-O-2019-2020**

**AN ORDINANCE REPEALING ORDINANCE NO. 02-O-2016-2017 PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN THE SOUTH SCHOOL URBAN RENEWAL AREA, IN THE CITY OF STORM LAKE, IOWA, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA.**

WHEREAS, the City of Storm Lake (“City”) adopted the South School Urban Renewal Plan (“Plan”) for the South School Urban Renewal Area (“Urban Renewal Area”) by action of the City Council on September 16, 2016; and

WHEREAS, the City adopted Ordinance No. 02-O-2016-2017 on October 3, 2016 to implement the division of property tax revenues under Iowa Code Section 403.19 in the Urban Renewal Area; and

WHEREAS, any debt that has been certified for reimbursement from the Urban Renewal Area has been fully paid and there are no current obligations under the Plan to be paid from any tax increment within the Urban Renewal Area; and

WHEREAS, the projects described in the Plan will no longer proceed as originally contemplated, and therefore the City determined the Plan was no longer needed and the City Council has terminated the Plan and the Urban Renewal Area by Resolution No. 57-R-2019-2020; and

WHEREAS, accordingly, the City has determined to repeal Ordinance No. 02-O-2016-2017 providing for the division of taxes levied on taxable property in the Urban Renewal Area.

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

Section 1. That Ordinance No. 02-O-2016-2017 is hereby repealed in its entirety and shall have no further effect.

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 effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED the 2nd day of March, 2020.

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Michael Porsch, Mayor

ATTEST:

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Mayra A. Martinez, City Clerk

Read First Time: \_\_\_\_\_, 2020      Vote for passage: \_\_\_\_\_

Read Second Time: \_\_\_\_\_, 2020      Vote for passage: \_\_\_\_\_

Read Third Time: \_\_\_\_\_, 2020      Vote for passage: \_\_\_\_\_

PASSED AND APPROVED: \_\_\_\_\_, 2020.

I, \_\_\_\_\_, City Clerk of the City of Storm Lake, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. \_\_\_\_\_ passed and approved by the City Council of the City at a meeting held \_\_\_\_\_, 2020, signed by the Mayor on \_\_\_\_\_, 2020, and published in the Storm Lake Times on \_\_\_\_\_, 2020.

\_\_\_\_\_  
City Clerk, City of Storm Lake, State of Iowa

(SEAL)

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## Staff Summary

4/6/2020

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:**

**SUBJECT:** City Council Requested Items

**BACKGROUND:** Future City Council Work Sessions:

1. Marina – There will be an update regarding the Marina through a work session on April 20th  
\$10,000 for a new dock - add \$10,000 increase to \$20,000. with couple of benches and bumpers added to the FY 2021 proposed budget.
2. Campground - date to be determined

**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