

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
NOVEMBER 4, 2019
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
- C. Disclosure by City Council Members
- 1. Hear the Public
- 2. Consent Agenda
 - A. Approve Consent Agenda
 - B. Buy Local Information
 - C. SLPD Code Enforcement Summary
- 3. Unfinished Business
 - D. Resolution No. 24-R-2019-2020 Approving Change Order No. 1 For The Casino Lift Station Odor Control Project
- 4. Resolution No. 35-R-2019-2020 Beautification Signage and Landscaping located at the base of Lake Avenue and Lakeshore Drive
- 5. Motion to Submit Application to State Revolving Fund
- 6. Professional Service Agreement with Bolton & Menk for Runway 13/31 & Taxiway Lighting Replacement
- 7. Motion to Approve the Uniti Fiber Right of Way Agreement
- 8. Public Hearing On The Proposed Amendment No. 7 To The Storm Lake Industrial Park Urban Renewal Plan
- 9. Resolution No. 36-R-2019-2020 Determining An Area Of The City To Be An Economic Development And Blighted Area, And That The Rehabilitation, Conservation, Redevelopment, Development Or A Combination Thereof, Of Such Area Is Necessary In The Interest Of The Public Health, Safety Or Welfare Of The Residents Of The City; Designating Such Area As Appropriate For Urban Renewal Projects; And Adopting The Amendment No. 7 To The Storm Lake Industrial Park Urban Renewal Plan
- 10. Ordinance No. 03-O-2019-2020 Consideration Of Ordinance For The Division Of Revenues Under Section 403.19, Code Of Iowa, For Amendment No. 7 To The Storm Lake Industrial Park Urban Renewal Plan
- 11. City Council Requested Items

12. **Motion To Recess City Council Meeting Council and Reconvene at the Library to Attend a Library Reception**
13. 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

11/4/2019

Agenda Item # B.



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

REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: Consideration of Changes in Agenda and Setting the Agenda

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

11/4/2019

Agenda Item # C.



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

FROM:

SUBJECT: Disclosure by City Council Members

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

11/4/2019

Agenda Item # A.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe and Sunrise Pointe disbursements for approval
- Approve the October 21, 2019 City Council Minutes
- Approve renewal liquor license for Fareway
- Approve new liquor license for Tequila Mexican Restaurant and Bar (contingent upon dram shop)
- Approve the Code Enforcement Summary (see attached staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$434,857.13
- King's Pointe & Sunrise Pointe Golf Course Bills - \$381,150.73

The City will receive the following revenues:

- Liquor license - \$1,145.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ Minutes - October 21, 2019	Minutes
☐ King's Pointe and Golf Course - List of Bills	List of Bills
☐ Fareway 2019 Liquor Report	Backup Material
☐ Fareway 2019 Liquor Application	Backup Material
☐ Tequila Mexican Bar and Restaurant 2019 Liquor Application	Backup Material



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 10/24/2019 - 11/06/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Buena Vista County Solid Waste	BVC	2nd Quarter Installment FY2020 Assessment	87,450.00
Control Systems Specialists, LLC	BVC	LS & WWTP Service Call	581.83
Buena Vista County Extension	BVC	FY20 Licenses- Barth	130.00
Buena Vista County Solid Waste	BVC	Recycling	82.68
	BVC Total:	88,244.51	
Contract/Agreement			
United Community Health Center	Contract/Agreement	Reimbursement #2 of 2019 CDBG Grant	54,818.00
Local Government Professionals Services, LLC	Contract/Agreement	1st Installment of UHC Agreement	2,000.00
I & S Group, Inc	Contract/Agreement	Bidding & Construction Services	2,160.92
Storm Lake Community School District	Contract/Agreement	Fall 2019 Community Cleanup Donation	800.00
I & S Group, Inc	Contract/Agreement	General Engineering Services	112.50
	Contract/Agreement Total:	59,891.42	
Local			
Storm Lake Industrial Corporation	Local	FY2019 Concert Series Reimbursement	17,010.00
Color-ize Inc	Local	ERD Handouts	2,642.80
St. Mary's School	Local	Fall 2019 Community Cleanup Donation	2,500.00
Arnold Motor Supply, LLP	Local	October 2019 Supplies	2,242.67
Bomgaars Supply, Inc	Local	Supplies	1,788.30
Edwards Storm Lake	Local	Coolant Leak Repairs	1,559.84
Reding's Gravel & Excavating Co., Inc	Local	Rock	1,345.43
WalMart #01-1526	Local	Supplies	951.65
Edwards Storm Lake	Local	Battery Replacement	687.90
L & G Products, Inc	Local	Seed	1,157.10
Michael P. Reinert	Local	Cylinder Repairs	470.00
Plumbing & Heating Wholesale, Inc	Local	KP Concrete Rehab Supplies	328.50
Deere Credit, Inc	Local	Pedal	309.07
Plumbing & Heating Wholesale, Inc	Local	Concrete Project Supplies	219.65
Builders FirstSource Inc	Local	Sealant & Caulk Gun	196.87
Qwest Corporation	Local	October 2019 Phone Service	146.42
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	131.93
O'Reilly Automotive Inc	Local	Brake Drum & Supplies	128.40
L & G Products, Inc	Local	Seed	121.00
A & A Automotive	Local	Safety Inspection	115.09
Rent-All, Inc	Local	Core Drill Rental- KP Concrete	115.00
Stanton Electric, Inc	Local	Light Replacement	158.45
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose	73.83
Plumbing & Heating Wholesale, Inc	Local	KP Concrete Rehab Supplies	51.09
Builders FirstSource Inc	Local	Supplies	44.33
Plumbing & Heating Wholesale, Inc	Local	Faucet & Supplies	33.28
Fareway Stores, Inc	Local	Supplies	27.92
Iowa Office Supply Inc	Local	Supplies	27.06
Graham Tire	Local	Tire Repairs	25.00
Vetter Equipment	Local	Plug	15.00
Mangold Environmental Testing, Inc	Local	Shipping	14.15
Fareway Stores, Inc	Local	Supplies	2.97
	Local Total:	34,640.70	
Non-Local			
Ahlers & Cooney, P.C.	Non-Local	2019 Sewer Loan Services	28,322.75
H-O-H Water Technology, Inc	Non-Local	Polymer	7,212.92
Ed M. Feld Equipment Company, Inc	Non-Local	Air Mask Replacement	6,368.93
Mississippi Lime Company	Non-Local	Lime	10,601.48
Ed M. Feld Equipment Company, Inc	Non-Local	Air Bottle Replacement	3,600.00

My Buy Local_v1

Payment Date Range: 10/24/2019 - 11/06/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
Foundation Analytical Laboratory, Inc	Non-Local	Testing Supplies	2,481.50
Mitchell Nasers	Non-Local	Lime Hauling Services	1,766.34
Qualified Presort Service, LLC	Non-Local	Monthly Statements	1,566.67
Foundation Analytical Laboratory, Inc	Non-Local	Testing Service	1,456.75
General Traffic Controls, Inc	Non-Local	Traffic Signal Repairs- Milwaukee & Oneida	1,450.00
W. W. Grainger, Inc	Non-Local	Heater Unit	1,389.48
ICMA Membership Renewals	Non-Local	FY2020 Membership Dues- Navratil	1,722.90
K & J Curb Grinding, Inc	Non-Local	Curb Grinding Services	756.00
US Peroxide, LLC	Non-Local	Facility & Maintenance Service Agreement	750.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	729.00
Midwest Fence & Gate Company	Non-Local	Mat	727.78
D. J. Gongol & Associates, Inc	Non-Local	Grit Pump Repairs	640.16
General Traffic Controls, Inc	Non-Local	Traffic Signal Repairs- 10th & Lake	632.33
D. J. Gongol & Associates, Inc	Non-Local	Pump Training	500.00
Menards, Inc	Non-Local	Motor & Supplies	480.44
Qualified Presort Service, LLC	Non-Local	ACH Statements	476.13
Iowa Public Employees	Non-Local	IPERS withholdings	415.66
Siouxland Turf Products	Non-Local	Chemicals	371.25
Iowa Public Employees	Non-Local	IPERS withholdings	363.00
Rice Signs LLC	Non-Local	Signs	256.00
Qualified Presort Service, LLC	Non-Local	Newsletters	216.77
Digital Ally Inc	Non-Local	Chest Cam	205.00
Holiday Inn Des Moines Airport	Non-Local	Hotel Stay 10/22/2019- Gibbins	403.20
Werner Sewer & Septic, LLC	Non-Local	Storm Sewer Camera- Michigan Parking Lot	200.00
Iowa League of Cities	Non-Local	FY2020 MLA Registration- McKinney	380.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	171.80
Ed M. Feld Equipment Company, Inc	Non-Local	Boots	164.00
UPS	Non-Local	Shipping Services	132.50
Iowa State University	Non-Local	11/5/2019 Conf Reg- Stille & Vazquez	130.00
Underground Location Company	Non-Local	Locate Services	120.60
W. W. Grainger, Inc	Non-Local	Safety Toe Hip Boots	90.53
Dale Vitito	Non-Local	Battery Stick	73.89
Evertex, Inc	Non-Local	December 2019 Internet Service	62.07
Regional Transit Authority	Non-Local	1st Qtr FY2020 Reimbursement	57.00
Cintas First Aid & Safety	Non-Local	First Aid Supplies	54.33
BlueTarp Financial, Inc	Non-Local	Services	39.99
Universal Credit Services, Inc	Non-Local	Background Checks	52.76
Vermeer Sales & Service, Inc	Non-Local	Drill Cleaner	25.86
Brownells, Inc	Non-Local	Supplies	15.35
UPS	Non-Local	Late Fee	7.95
EFTPS	Non-Local	Federal withholding taxes	5.02
Treasurer State of Iowa	Non-Local	State withholding taxes	1.13
EFTPS	Non-Local	Federal withholding taxes	0.58
Non-Local Total:		77,647.80	
Payroll/Refunds			
Tyler Gibbins	Payroll/Refunds	10/18/2019 IMFOA Conference Reimbursement	228.24
Marshall Wernimont	Payroll/Refunds	10/22/2019 WW Classes Travel Reimbursement	435.36
Brian Oakleaf	Payroll/Refunds	10/18/2019 Fall IMFOA Conference Reimbursement	214.24
Mike Solem	Payroll/Refunds	10/11/2019 Electrical Training Reimbursement	152.42
Elizabeth Huff	Payroll/Refunds	10/5/2019 Hotel Reimbursement- Kampbell	152.39
Scott Olesen	Payroll/Refunds	IAEI Training for Solem- Registration Reimbursement	125.00
Helen Marilyn Mittelstadt	Payroll/Refunds	10/19/2019 Sewer Backup Reimbursement	116.63
Custodian of Petty Cash- Jean Cashman	Payroll/Refunds	Postage	94.06
Aimee Meredith Beitel Kampbell	Payroll/Refunds	10/5/2019 State Lib Conference Reimbursement	56.00
AFLAC	Payroll/Refunds	Aflac withholdings	-23.64
Payroll/Refunds Total:		1,550.70	
Grand Total:		261,975.13	

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
OCTOBER 21, 2019 5:00 P.M.**

Present: Mayor Michael Porsch, Council Members Jose Ibarra, Tyson Rice, Dan Smith, Kevin McKinney, and Bruce Engelmann. Absent: none

Staff present: Assistant City Manager David Derragon, City Attorney Phil Havens, Public Safety Director Mark Prosser, Assistant Police Chief Chris Cole, Fire Chief Mike Jones, Building Official Scott Olesen, Library Director Elizabeth Huff, Public Service Supervisor Scott Bonebrake, 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 Ibarra to approve setting the agenda with moving Unfinished Business after the Consent Agenda. Seconded by Council Member Smith. Vote: All Ayes. Motion carried.

Disclosure by City Council Members – None

Hear the Public – Candy Clough, 500 Geneseo, questioned the two hour parking signs recently placed on Michigan Street. Mayor Porsch commented that the signs would be removed once the Michigan Street parking lot construction was finished. Candy also asked if the snow emergency parking policy been reviewed. Mayor informed her that the policy had been reviewed and no changes are going to be made at this time.

Consent Agenda – Moved by Council Member Rice to approve the consent agenda which includes list of bills check #'s 74277 through 74342, EFT #'s 662 through 699, DFT #'s 459 through 484, King's Pointe and Sunrise Pointe disbursements for approval, October 7, 2019 City Council Minutes, and renewal liquor license for Lake Avenue Lounge. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried

Unfinished Business – Casino Lift Station Odor Control Project - Moved by Council Member Ibarra to postpone agenda item Resolution No. 24-R-2019-2020 approving Change Order No. 1 for the Casino Lift Station Odor Control Project to the next regular City Council meeting November 4, 2019 at 5:00 pm. Seconded by Council Member Smith. Roll Call Vote: All ayes. Motion carried.

Storm Lake Police Department Staff Awards - Police Chief Mark Prosser presented an award to Pom Kavan for Civilian Officer of the Year 2019 and one to Gerardo Bravo for Officer of the Year 2019.

Re-zone Of Sand and City Property Moved by Council Member Ibarra to approve 3rd reading of Ordinance No. 02-O-2019-2020 on the proposed re-zoning of Parcel "A" and Parcel "B". Seconded by Council Member Engelmann. Roll call vote: All ayes. Motion carried

ORDINANCE NO. 02-O-2019-2020

ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF STORM LAKE, IOWA BY ADDING TO THE OFFICIAL ZONING MAP CERTAIN REAL ESTATE AND ASSIGNING IT A ZONING CLASSIFICATION UPON ITS ANNEXATION INTO THE CITY OF STORM LAKE, IOWA

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

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

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

The real estate parcel identified for taxation purposes as Parcel Numbers 1401301002 and 1401326004, legally described as:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW¼) OF SECTION 1, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) corner of the Southwest Quarter (SW¼) of said Section 1; thence South 00°08'18" East, along the East line of said Southwest Quarter (SW¼), 131.94 Feet to the Point of Beginning. Thence continuing South 00° 08' 18" East, along said East line, 798.82 Feet; thence South 74° 10' 45" West, 456.34 Feet; thence South 00° 08' 18" East, 120.00 Feet to the North line of Block One (1), Industrial Park Addition to Storm Lake; thence North 89° 35' 28" West, along said North line 2201.55 Feet to the West line of the Southwest Quarter (SW¼); thence North 00° 09' 20" West, along said West line, 1075.76 Feet to the South line of the North Eight (8) acres of the Southwest Quarter (SW¼); thence South 88° 57' 13" East, along said South line, 2641.68 Feet to the Point of Beginning.

Hereafter known as Lot F in Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista, Iowa.

Tract contains 62.48 acres and is subject to all easements of record;

AND

A TRACT OF LAND IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4 SW1/4) OF SECTION 1, TOWNSHIP 90

NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast (NE) corner of Lot Six (6), Block One (1), Industrial Park Addition to the City of Storm Lake; thence North 89°48'44" West, along the North line of said Block One (1) 439.36 Feet; thence North 00°21'07" West, 120.00 Feet; thence North 73°58'16" East, 456.31 Feet to the Northwest (NW) corner of Lot C of Lot B of said Section 1; thence South 00°21'07" East, along the West line of said Lot C of Lot B, 247.44 Feet to the point of beginning.

Tract contains 1.85 acres and is subject to all easements of record.

upon its annexation into the City of Storm Lake, Iowa, shall be included in the official zoning map and shall have an initial zoning district classification of General Industrial (GI).

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

PASSED AND APPROVED this _____ day of _____, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Agreement Between the City of Storm Lake and Buena Vista County – Moved by Council Member McKinney to approve an Agreement between the City of Storm Lake and Buena Vista County to amend an urban renewal area to include property within two miles, but outside the corporate limits, of the City for the purpose of participating in an urban renewal project as proposed by Amendment No. 7 of the Storm Lake Industrial Renewal Plan. Seconded by Council Member Smith. Vote: All ayes. Motion carried.

Wastewater Treatment Facility Wetlands Project - Mayor Porsch opened the public hearing for the Wastewater Treatment Facility Wetlands stating this was the time and place for any comments. Hearing no comments from the public; Mayor Porsch then closed the public hearing.

Moved by Council Member Smith to adopt Resolution No. 34-R-2019-2020 approving plans, specifications, and form of contract for Wastewater Treatment Facility–Wetlands Project. Seconded by Council Member Engelmann. Roll call vote: All ayes. Motion carried.

RESOLUTION NO. 34-R-2019-2020

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, ESTIMATE OF COST AND BID FORM FOR THE WASTEWATER TREATMENT FACILITY WETLANDS PROJECT

WHEREAS, the plans, specifications, form of contract, estimate of cost, and bid form were filed with the CITY for the construction of certain public improvements described in general as the Wastewater Treatment Facility Wetlands Project; and

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

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

Section 1. That the said plans, specifications, form of contract, estimate of cost, and bid form are hereby approved as the plans, specifications, form of contract, estimate of cost and bid form for said public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 21st day of October, 2019.

Michael Porsch, Mayor

ATTEST:.

Mayra A. Martinez, City Clerk

City Council Requested Items- None at this time.

Council Member McKinney asked how the online link for the broadcasting of the City Council meetings was progressing. City Clerk informed him that the project is still being reviewed and that the City was looking into the closed Caption options at this time. Council Member Ibarra mentioned that he would like for the City to continue the discussion about the Rec Center and partnership with BVU. Council Member Ibarra asked if the Council needs to review the restricted parking lots during a snow emergency. Council Member Rice suggested this could be reviewed again by staff.

These are draft minutes Subject to Final Council Approval

Lighthouse Tour - Moved by Council Member Ibarra to recess City Council Meeting at 5:32 pm and Reconvene at the Lighthouse for a tour. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Moved by Council Member McKinney to reconvene at the Lighthouse at 5:40 pm. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

Adjournment – Moved by Council Member Rice to adjourn the meeting at 5:51 pm. Seconded by Council Member Smith. Vote: All ayes. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

King's Pointe Resort

Claims Publication

From 10/16/2019 to 10/31/2019

Vendor	Description	Amount
Weigand Omega Management Payroll	Payroll	\$63,106.37
City of Storm Lake- Water Dept.	Utilities	\$150.13
Mediacom	Utilities	\$480.40
MidAmerican Energy	Utilities	\$11,055.10
Alliant Energy	Utilities	\$121.91
CenterPoint Energy Services, Inc	Utilities	\$3,834.69
Weigand Omega Management Payroll	Payroll	\$59,953.03
1000bulbs.com	Supplies	\$54.49
360 Custom Designs, LLC	Supplies	\$1,055.50
ACCO Unlimited Corporation	Supplies	\$1,028.10
Bomgaars Supply Inc.	Supplies	\$74.48
Builders FirstSource Inc	Supplies	\$119.16
Central States Group	Supplies	\$7,260.56
Cintas Corporation	Supplies	\$3,433.33
Cintas Corporation No. 2	Supplies	\$1,179.62
Color-ize	Services	\$1,357.15
COUNSEL	Services	\$326.79
CTS Systems, Inc.	Services	\$108.30
DayMark	Services	\$56.74
ECOLAB	Supplies	\$2,589.56
Fastenal Company	Supplies	\$1.50
Fremont Industries, LLC	Supplies	\$619.03
Frigitec Inc.	Supplies	\$106.00
Genesis Development	Services	\$120.00
Grainger	Supplies	\$829.95
GuestSupply	Supplies	\$598.46
Hermel Wholesale	Food	\$2,578.23
HOGG ROBINSON USA LLC	Food	\$24.80
Hospitality Management Systems	Services	\$373.75
HyVee	Food	\$172.52
Iowa Sportsman	Advertising	\$375.00
Joyce M. Smith dba Joyce's Greenhouse	Services	\$1,178.75
KAYL/KKIA	Advertising	\$300.00
Loews Carpet One	Services	\$17.78
Long Lines LLC	Utilities	\$2,922.83
Melanders	Supplies	\$299.98
Midwestern Mechanical of Iowa, Inc.	Services	\$2,446.93
Mike's Lawn Service, Inc.	Services	\$58.25
O'Keefe Elevator Company, Inc.	Services	\$210.91
Michael P. Reinert dba Olsen Welding & Machine	Services	\$45.00
Orkin, 536-Sioux City, IA	Services	\$1,643.37
PELLA	Supplies	\$247.20
Bottling Group, LLC dba Pepsi Beverages Company	Beverages	\$2,056.02
Pilot Tribune	Advertising	\$100.48
Pitney Bowes Global Financial Services Inc.	Supplies	\$153.59
Plumbing and Heating Wholesale, Inc.	Supplies	\$873.17
ProElect	Services	\$467.98

PV Busines Solutions, Inc.	Supplies	\$298.50
Quore Systems, LLC	Services	\$285.00
Rebnord Technologies, Inc.	Services	\$2,717.53
Rent-All Inc.	Supplies	\$262.00
Rex Rimmer	Reimbursement	\$60.00
Sceptre Hospitality Resources, LLC	Services	\$6,135.08
Shoes for Crews, LLC	Supplies	\$288.20
Short's Travel Management Inc.	Services	\$13.90
Sioux City Bandits LLC	Advertising	\$500.00
South Central Communications Corporation	Services	\$99.75
Speed's Auto Supply Inc.	Supplies	\$336.08
Steven A. Beeck dba Steve's Window Service	Services	\$842.00
David T. Stokes	Services	\$100.00
Storm Lake Ace Hardware	Supplies	\$632.50
Storm Lake Hydraulics Co Inc.	Supplies	\$9.14
Storm Lake Times	Advertising	\$1,225.10
Swank Motion Pictures, Inc.	License	\$390.00
Sysco Iowa, Inc.	Food	\$13,722.03
Travel and Transport, Inc.	Services	\$386.20
UPS	Services	\$154.60
Vista Paints	Supplies	\$202.72
Weigand-Omega Management Inc	Services	\$36,796.60
Wells Fargo Financial Leasing, Inc.	Services	\$235.18
HyVee	Beverages	\$870.20
Johnson Brothers	Beverages	\$1,357.90
Doll Distributing	Beverages	\$1,885.90
Martin Brothers	Beverages	\$6,379.12
Heartland Payment System	Services	\$9.63
Shift4	Services	\$121.98
BevSpot, Inc	Services	\$348.00
Dept of Revenue	Taxes	\$128,319.00
		<u>\$381,150.73</u>

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: October 7, 2019

REFERENCE: LIQUOR LICENSE RENEWAL
FAREWAY
731 SENECA ST

Discussion: Per your request I have accessed the department computer for calls of interest to the aforementioned establishment. The calls are as follows:

	9/21/2017 to 9/24/2018	9/25/2018 to 10/7/2019
INCIDENTS		
911 Hang up call	3	0
Accident	5	9
Ambulance Assist	3	3
Animal Call	5	1
Arrest	1	0
Burglar Alarm	3	2
Business Assist	1	1
Business Security	25	32
Citizen Assist	1	0
City Code Enforcement	1	0
Disturbance	0	1
Fireworks	0	2
Found Property	2	3
General Information	0	1
Gun Call	0	1
Harassment	1	0
Hit and Run	1	2
Insufficient Funds Checks	21	15
Interpretation	1	0
Intoxicated Driver	1	0
Keys Locked In Car	17	10
Law Dept Assist	1	0
Lost Property	1	1
Meeting	0	1
Mental Subject	1	0

Missing Person Juvenile	0	1
Motorist Assist	1	1
Pedestrian Stop	1	2
PR/Talk/Presentation	11	10
Registration Check	1	1
Station Assignment	2	7
Street Beat	3	3
Suspicious Person	1	1
Suspicious Vehicle	0	1
Theft	3	0
Vandalism	0	1
Vehicle Stop	26	44
Welfare Check	0	1

ARRESTS

Failure to Appear	0	1
Selling Tobacco to Minor	1	0
Warrant Arrest	1	0

Recommendation: Approval of liquor license.

Applicant License Application (LE0001596)

Name of Applicant: <u>Fareway Stores, Inc.</u>		
Name of Business (DBA): <u>Fareway Stores, Inc. #461</u>		
Address of Premises: <u>731 Seneca Street</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(712) 732-6203</u>		
Mailing <u>2300 E 8th Street</u>		
City <u>Boone</u>	State <u>IA</u>	Zip: <u>50036</u>

Contact Person

Name <u>Tracey Wilson</u>	
Phone: <u>(515) 433-5336</u>	Email <u>twilson@farewaystores.com</u>

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 11/30/2019

Expiration Date: 11/29/2020

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Fred E. Vitt Control Trust

First Name: <u>Fred E.</u>	Last Name: <u>Vitt Control Trust</u>	
City: <u>Boone</u>	State: <u>Iowa</u>	Zip: <u>50036</u>
Position: <u>Trust</u>		
% of Ownership: <u>10.87%</u>	U.S. Citizen: <u>Yes</u>	

Fareway Control Trust

First Name: <u>Fareway</u>	Last Name: <u>Control Trust</u>	
City: <u>Boone</u>	State: <u>Iowa</u>	Zip: <u>50036</u>
Position: <u>Trust</u>		
% of Ownership: <u>55.88%</u>	U.S. Citizen: <u>Yes</u>	

Various Individuals & Trust each holding less than 5%

First Name: <u>Various Individuals & Trust</u>	Last Name: <u>each holding less than 5%</u>	
City: <u>Unknown</u>	State: <u>Iowa</u>	Zip: <u>55555</u>

Position: Stockholders

% of Ownership: 33.37%

U.S. Citizen: Yes

Garrett S Piklapp

First Name: Garrett S

Last Name: Piklapp

City: Huxley

State: Iowa

Zip: 50124

Position: Secretary

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Merchants Bonding Company

Policy Effective Date: 11/30/2019

Policy Expiration 01/01/1900

Bond Effective 2

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Applicant License Application ()

Name of Applicant: Clarictza Sanchez

Name of Business (DBA): Tequila Mexican Restaurant and Bar

Address of Premises: 613 Flindt Dr.

City Storm Lake

County: Buena Vista

Zip: 50588

Business (712) 363-7702

Mailing 613 Flindt Dr.

City Storm Lake

State IA

Zip: 50588

Contact Person

Name Clarictza Sanchez

Phone: (254) 230-7010

Email

clarictzasanchez08@gmail.com

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 11/07/2019

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

BusinessType: Sole Proprietorship

Corporate ID Number: XXXXXXXXXX

Federal Employer ID XXXXXXXXXX

Ownership

Clarictza Sanchez

First Name: Clarictza

Last Name: Sanchez

City:

State: Iowa

Zip: 51301

Position: Owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Eduardo Sanchez

First Name: Eduardo

Last Name: Sanchez

City:

State: Iowa

Zip: 51301

Position: General Manager

% of Ownership: 0.00%

U.S. Citizen: No

Insurance Company Information

Insurance Company: United States Liability Insurance Company

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Staff Summary

11/4/2019

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 Expense
BVC	\$ 88,244.51
Contract/Agreement	\$ 59,891.42
Local	\$ 34,640.70
Non- Local	\$ 77,647.80
Payroll/Refunds/Insurance	\$ 174,432.70
Total Expenses	\$ 434,857.13
Supporting Documents Attached	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

Description	Type
 List of Bills	List of Bills
 Project Activity Report	Financial Report



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 10/24/2019 - 11/06/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Buena Vista County Solid Waste	BVC	2nd Quarter Installment FY2020 Assessment	87,450.00
Control Systems Specialists, LLC	BVC	LS & WWTP Service Call	581.83
Buena Vista County Extension	BVC	FY20 Licenses- Barth	130.00
Buena Vista County Solid Waste	BVC	Recycling	82.68
	BVC Total:	88,244.51	
Contract/Agreement			
United Community Health Center	Contract/Agreement	Reimbursement #2 of 2019 CDBG Grant	54,818.00
Local Government Professionals Services, LLC	Contract/Agreement	1st Installment of UHC Agreement	2,000.00
I & S Group, Inc	Contract/Agreement	Bidding & Construction Services	2,160.92
Storm Lake Community School District	Contract/Agreement	Fall 2019 Community Cleanup Donation	800.00
I & S Group, Inc	Contract/Agreement	General Engineering Services	112.50
	Contract/Agreement Total:	59,891.42	
Local			
Storm Lake Industrial Corporation	Local	FY2019 Concert Series Reimbursement	17,010.00
Color-ize Inc	Local	ERD Handouts	2,642.80
St. Mary's School	Local	Fall 2019 Community Cleanup Donation	2,500.00
Arnold Motor Supply, LLP	Local	October 2019 Supplies	2,242.67
Bomgaars Supply, Inc	Local	Supplies	1,788.30
Edwards Storm Lake	Local	Coolant Leak Repairs	1,559.84
Reding's Gravel & Excavating Co., Inc	Local	Rock	1,345.43
WalMart #01-1526	Local	Supplies	951.65
Edwards Storm Lake	Local	Battery Replacement	687.90
L & G Products, Inc	Local	Seed	1,157.10
Michael P. Reinert	Local	Cylinder Repairs	470.00
Plumbing & Heating Wholesale, Inc	Local	KP Concrete Rehab Supplies	328.50
Deere Credit, Inc	Local	Pedal	309.07
Plumbing & Heating Wholesale, Inc	Local	Concrete Project Supplies	219.65
Builders FirstSource Inc	Local	Sealant & Caulk Gun	196.87
Qwest Corporation	Local	October 2019 Phone Service	146.42
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	131.93
O'Reilly Automotive Inc	Local	Brake Drum & Supplies	128.40
L & G Products, Inc	Local	Seed	121.00
A & A Automotive	Local	Safety Inspection	115.09
Rent-All, Inc	Local	Core Drill Rental- KP Concrete	115.00
Stanton Electric, Inc	Local	Light Replacement	158.45
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose	73.83
Plumbing & Heating Wholesale, Inc	Local	KP Concrete Rehab Supplies	51.09
Builders FirstSource Inc	Local	Supplies	44.33
Plumbing & Heating Wholesale, Inc	Local	Faucet & Supplies	33.28
Fareway Stores, Inc	Local	Supplies	27.92
Iowa Office Supply Inc	Local	Supplies	27.06
Graham Tire	Local	Tire Repairs	25.00
Vetter Equipment	Local	Plug	15.00
Mangold Environmental Testing, Inc	Local	Shipping	14.15
Fareway Stores, Inc	Local	Supplies	2.97
	Local Total:	34,640.70	
Non-Local			
Ahlers & Cooney, P.C.	Non-Local	2019 Sewer Loan Services	28,322.75
H-O-H Water Technology, Inc	Non-Local	Polymer	7,212.92
Ed M. Feld Equipment Company, Inc	Non-Local	Air Mask Replacement	6,368.93
Mississippi Lime Company	Non-Local	Lime	10,601.48
Ed M. Feld Equipment Company, Inc	Non-Local	Air Bottle Replacement	3,600.00

My Buy Local_v1

Payment Date Range: 10/24/2019 - 11/06/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
Foundation Analytical Laboratory, Inc	Non-Local	Testing Supplies	2,481.50
Mitchell Nasers	Non-Local	Lime Hauling Services	1,766.34
Qualified Presort Service, LLC	Non-Local	Monthly Statements	1,566.67
Foundation Analytical Laboratory, Inc	Non-Local	Testing Service	1,456.75
General Traffic Controls, Inc	Non-Local	Traffic Signal Repairs- Milwaukee & Oneida	1,450.00
W. W. Grainger, Inc	Non-Local	Heater Unit	1,389.48
ICMA Membership Renewals	Non-Local	FY2020 Membership Dues- Navratil	1,722.90
K & J Curb Grinding, Inc	Non-Local	Curb Grinding Services	756.00
US Peroxide, LLC	Non-Local	Facility & Maintenance Service Agreement	750.00
Foundation Analytical Laboratory, Inc	Non-Local	Testing Services	729.00
Midwest Fence & Gate Company	Non-Local	Mat	727.78
D. J. Gongol & Associates, Inc	Non-Local	Grit Pump Repairs	640.16
General Traffic Controls, Inc	Non-Local	Traffic Signal Repairs- 10th & Lake	632.33
D. J. Gongol & Associates, Inc	Non-Local	Pump Training	500.00
Menards, Inc	Non-Local	Motor & Supplies	480.44
Qualified Presort Service, LLC	Non-Local	ACH Statements	476.13
Iowa Public Employees	Non-Local	IPERS withholdings	415.66
Siouxland Turf Products	Non-Local	Chemicals	371.25
Iowa Public Employees	Non-Local	IPERS withholdings	363.00
Rice Signs LLC	Non-Local	Signs	256.00
Qualified Presort Service, LLC	Non-Local	Newsletters	216.77
Digital Ally Inc	Non-Local	Chest Cam	205.00
Holiday Inn Des Moines Airport	Non-Local	Hotel Stay 10/22/2019- Gibbins	403.20
Werner Sewer & Septic, LLC	Non-Local	Storm Sewer Camera- Michigan Parking Lot	200.00
Iowa League of Cities	Non-Local	FY2020 MLA Registration- McKinney	380.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	171.80
Ed M. Feld Equipment Company, Inc	Non-Local	Boots	164.00
UPS	Non-Local	Shipping Services	132.50
Iowa State University	Non-Local	11/5/2019 Conf Reg- Stille & Vazquez	130.00
Underground Location Company	Non-Local	Locate Services	120.60
W. W. Grainger, Inc	Non-Local	Safety Toe Hip Boots	90.53
Dale Vitito	Non-Local	Battery Stick	73.89
Evertex, Inc	Non-Local	December 2019 Internet Service	62.07
Regional Transit Authority	Non-Local	1st Qtr FY2020 Reimbursement	57.00
Cintas First Aid & Safety	Non-Local	First Aid Supplies	54.33
BlueTarp Financial, Inc	Non-Local	Services	39.99
Universal Credit Services, Inc	Non-Local	Background Checks	52.76
Vermeer Sales & Service, Inc	Non-Local	Drill Cleaner	25.86
Brownells, Inc	Non-Local	Supplies	15.35
UPS	Non-Local	Late Fee	7.95
EFTPS	Non-Local	Federal withholding taxes	5.02
Treasurer State of Iowa	Non-Local	State withholding taxes	1.13
EFTPS	Non-Local	Federal withholding taxes	0.58
Non-Local Total:		77,647.80	
Payroll/Refunds			
Tyler Gibbins	Payroll/Refunds	10/18/2019 IMFOA Conference Reimbursement	228.24
Marshall Wernimont	Payroll/Refunds	10/22/2019 WW Classes Travel Reimbursement	435.36
Brian Oakleaf	Payroll/Refunds	10/18/2019 Fall IMFOA Conference Reimbursement	214.24
Mike Solem	Payroll/Refunds	10/11/2019 Electrical Training Reimbursement	152.42
Elizabeth Huff	Payroll/Refunds	10/5/2019 Hotel Reimbursement- Kampbell	152.39
Scott Olesen	Payroll/Refunds	IAEI Training for Solem- Registration Reimbursement	125.00
Helen Marilyn Mittelstadt	Payroll/Refunds	10/19/2019 Sewer Backup Reimbursement	116.63
Custodian of Petty Cash- Jean Cashman	Payroll/Refunds	Postage	94.06
Aimee Meredith Beitel Kampbell	Payroll/Refunds	10/5/2019 State Lib Conference Reimbursement	56.00
AFLAC	Payroll/Refunds	Aflac withholdings	-23.64
Payroll/Refunds Total:		1,550.70	
Grand Total:		261,975.13	



Storm Lake, IA

Project Activity vs Budget Report

By Project Number

Date Range: 10/24/2019 - 11/06/2019

Project Number	Project Name	Group	Type	Status			
01112-0019	WasteWater Treatment Facility Wetlands	National Resiliency Disaster Grant Projects	Federal/State Grant	Active			
Expenses							
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100001-02	WWTP Engineering	195,000.00	22,941.18	165,147.74	0.00	165,147.74	29,852.26
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100001-03	WWTP Legal/Admin	10,635.00	1,251.18	7,651.02	0.00	7,651.02	2,983.98
01112-0019 Total:		205,635.00	24,192.36	172,798.76	0.00	172,798.76	32,836.24

Project Number	Project Name	Group	Type	Status			
01112-0020	10th & Ontario StormWater Improvements	National Resiliency Disaster Grant Projects	Federal/State Grant	Active			
Expenses			Date Range	Beginning		Ending	Budget
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining
62100002-01	10th & Ontario Construction	1,432,754.21	168,559.34	1,415,713.94	0.00	1,415,713.94	17,040.27
Account Key	Account Name	Total Budget	Date Range	Beginning		Ending	Budget
62100002-02	10th & Ontario Engineering	313,500.00	Budget	Balance	Total Activity	Balance	Remaining
			Date Range	Beginning		Ending	Budget
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining
62100002-03	10th & Ontario Legal/Admin	7,500.00	882.36	4,490.62	0.00	4,490.62	3,009.38
01112-0020 Total:		1,753,754.21	206,324.06	1,733,684.68	0.00	1,733,684.68	20,069.53

Project Number	Project Name	Group	Type	Status			
01112-0021	4th & Oats StormWater Improvements	National Resiliency Disaster Grant Projects	Federal/State Grant	Active			
Expenses			Date Range	Beginning		Ending	Budget
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining
62100003-01	4th & Oats Construction	684,980.15	80,585.90	0.00	0.00	0.00	684,980.15
Account Key	Account Name	Total Budget	Date Range	Beginning		Ending	Budget
62100003-02	4th & Oats Engineering	137,000.00	Budget	Balance	Total Activity	Balance	Remaining
Account Key	Account Name	Total Budget	Date Range	Beginning		Ending	Budget
62100003-03	4th & Oats Legal & Admin	15,500.00	Budget	Balance	Total Activity	Balance	Remaining

Project Number	Project Name	Group	Type	Status
16-19284	4th & Barton Storm Water Improvements	National Resiliency Disaster Grant Projects	Federal/State Grant	Active
Expenses				

Project Activity vs Budget Report

Date Range: 10/24/2019 - 11/06/2019

Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100004-02	4th & Barton SW Improvements	118,500.00	13,941.18	63,786.50	0.00	63,786.50	54,713.50
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100004-03	4th & Barton Legal/Admin	7,500.00	882.36	4,490.62	0.00	4,490.62	3,009.38
16-19284 Total:		126,000.00	14,823.54	68,277.12	0.00	68,277.12	57,722.88
Project Number	Project Name	Group		Type		Status	
18-CF-004	United Community Health Service Center	Economic Development		Grant		Active	
Expenses			Date Range Budget	Beginning Balance		Ending Balance	Budget Remaining
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity		
30100005-01	UCHC Service Center- Construction	580,000.00	58,000.00	66,777.00	54,818.00	121,595.00	458,405.00
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity	
301-6900-08-6799	Undesignated Capital	11/04/2019	Reimbursement #2 of 2019 CDBG Grant	United Community Health Center	Reimb #2 2019 CDBG	54,818.00	
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
30100005-03	UCHC Service Center- Admin	20,000.00	2,000.00	2,000.00	2,000.00	4,000.00	16,000.00
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity	
301-6900-08-6799	Undesignated Capital	11/04/2019	1st Installment of UHC Agreement	Local Government Professionals S...	2019-SC-0094	2,000.00	
18-CF-004 Total:		600,000.00	60,000.00	68,777.00	56,818.00	125,595.00	474,405.00
Project Number	Project Name	Group		Type		Status	
19-22797	Memorial Lift Station Improvements	Sanitary Sewer Projects		Construction		Active	
Expenses			Date Range Budget	Beginning Balance		Ending Balance	Budget Remaining
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity		
61100002-01	Memorial LS Improvement- Construction	61,835.00	6,183.50	0.00	0.00	0.00	61,835.00
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
61100002-02	Memorial LS Improvement- Engineering	25,000.00	2,500.00	25,000.00	0.00	25,000.00	0.00
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
61100002-03	Memorial LS Improvement- Legal/Admin	18,800.00	1,880.00	0.00	0.00	0.00	18,800.00
19-22797 Total:		105,635.00	10,563.50	25,000.00	0.00	25,000.00	80,635.00
Project Number	Project Name	Group		Type		Status	
35665	1st & Mae Street	National Resiliency Disaster Grant Projects		Federal/State Grant		Active	
Expenses			Date Range Budget	Beginning Balance		Ending Balance	Budget Remaining
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity		
62100006-01	1st & Mae SW Construction	674,382.59	79,339.12	608,824.64	0.00	608,824.64	65,557.95
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100006-02	1st & Mae SW Engineering	180,000.00	21,176.48	108,490.69	0.00	108,490.69	71,509.31

Project Activity vs Budget Report

Date Range: 10/24/2019 - 11/06/2019

Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100006-03	1st & Mae SW Legal/Admin	13,500.00	1,588.24	10,490.63	0.00	10,490.63	3,009.37
35665 Total:		867,882.59	102,103.84	727,805.96	0.00	727,805.96	140,076.63
Project Number 8406	Project Name 7th & Geneseo St Sanitary Sewer Improvements	Group National Resiliency Disaster Grant Projects	Type Federal/State Grant		Status Active		
Expenses			Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Account Key 62100008-01	Account Name 7th & Geneseo Construction	Total Budget 348,446.35	Budget 40,993.68	Balance 348,446.35	Activity 0.00	Balance 348,446.35	Remaining 0.00
Account Key 62100008-02	Account Name 7th & Geneseo Engineering	Total Budget 45,360.00	Budget 5,336.48	Balance 45,360.00	Activity 0.00	Balance 45,360.00	Remaining 0.00
Account Key 62100008-03	Account Name 7th & Geneseo Legal/Admin	Total Budget 16,500.00	Budget 1,941.18	Balance 13,490.63	Activity 0.00	Balance 13,490.63	Remaining 3,009.37
8406 Total:		410,306.35	48,271.34	407,296.98	0.00	407,296.98	3,009.37
Project Number A21.117315	Project Name Casino Lift Station Odor Control Improvements	Group Sanitary Sewer Projects	Type Construction		Status Active		
Expenses			Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Account Key 61100001-01	Account Name Casino LS Odor Control- Construction	Total Budget 185,104.58	Budget 23,138.06	Balance 166,849.45	Activity 0.00	Balance 166,849.45	Remaining 18,255.13
Account Key 61100001-02	Account Name Casino LS Odor Control- Engineering	Total Budget 70,000.00	Budget 8,750.00	Balance 63,000.00	Activity 0.00	Balance 63,000.00	Remaining 7,000.00
Account Key 61100001-03	Account Name Casino LS Odor Control- Legal/Admin	Total Budget 0.00	Budget 0.00	Balance 1,702.08	Activity 0.00	Balance 1,702.08	Remaining -1,702.08
A21.117315 Total:		255,104.58	31,888.06	231,551.53	0.00	231,551.53	23,553.05
Project Number New	Project Name Highway 7/110 Traffic Lane/Signalization	Group Street Construction	Type Construction		Status Active		
Expenses			Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Account Key 30100006-01	Account Name HWY 7/110 Traffic Control- Construction	Total Budget 1,192,000.00	Budget 85,142.86	Balance 0.00	Activity 0.00	Balance 0.00	Remaining 1,192,000.00
Account Key 30100006-02	Account Name HWY 7/110 Traffic Control- Engineering	Total Budget 298,000.00	Budget 21,285.72	Balance 0.00	Activity 0.00	Balance 0.00	Remaining 298,000.00
New Total:		1,490,000.00	106,428.58	0.00	0.00	0.00	1,490,000.00
Project Number New 2	Project Name FEMA Lake Bank Restoration	Group Economic Development	Type Federal/State Grant		Status Active		
Expenses			Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Account Key	Account Name	Total Budget	Budget	Balance	Activity	Balance	Remaining

Project Activity vs Budget Report

Date Range: 10/24/2019 - 11/06/2019

30100007-02	Lake Bank Restoration- Engineering	48,690.00	6,492.00	0.00	0.00	0.00	48,690.00
New 2 Total:		48,690.00	6,492.00	0.00	0.00	0.00	48,690.00

Project Number P11.106893	Project Name Richland Street Rehabilitation	Group Street Construction	Type Construction	Status Active			
Expenses			Date Range	Beginning		Ending	Budget
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining
30100001-01	Richland St Construction	464,969.30	51,663.26	464,969.30	0.00	464,969.30	0.00
			Date Range	Beginning		Ending	Budget
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining
30100001-02	Richland St Engineering	84,180.00	9,353.34	75,253.25	0.00	75,253.25	8,926.75
P11.106893 Total:		549,149.30	61,016.60	540,222.55	0.00	540,222.55	8,926.75

Project Number P11.112742	Project Name North Central SW Phase II	Group National Resiliency Disaster Grant Projects	Type Federal/State Grant	Status Active			
Expenses			Date Range	Beginning		Ending	Budget
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining
62100007-01	NCSW Ph II Construction	1,595,092.00	187,657.88	1,595,092.00	0.00	1,595,092.00	0.00
			Date Range	Beginning		Ending	Budget
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining
62100007-02	NCSW Ph II Engineering	273,000.00	32,117.64	251,849.25	0.00	251,849.25	21,150.75
			Date Range	Beginning		Ending	Budget
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining
62100007-03	NCSW Ph II Admin/Legal	7,500.00	882.36	4,643.63	0.00	4,643.63	2,856.37
P11.112742 Total:		1,875,592.00	220,657.88	1,851,584.88	0.00	1,851,584.88	24,007.12

Project Number P11.113934	Project Name 3rd Addition Phase III	Group Economic Development	Type Construction	Status Active			
Expenses			Date Range	Beginning		Ending	Budget
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining
12500001-01	3rd Addition Ph III Construction	465,050.20	51,672.26	465,050.20	0.00	465,050.20	0.00
			Date Range	Beginning		Ending	Budget
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining
12500001-02	3rd Addition Ph III- Engineering	50,500.00	5,611.12	79,228.00	0.00	79,228.00	-28,728.00
P11.113934 Total:		515,550.20	57,283.38	544,278.20	0.00	544,278.20	-28,728.00

Project Number P11.115917	Project Name Memorial Park Water Quality	Group National Resiliency Disaster Grant Projects	Type Federal/State Grant	Status Active			
Expenses			Date Range	Beginning		Ending	Budget
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining
62100005-02	Memorial Park WQ Engineering	45,668.00	3,149.52	43,239.50	0.00	43,239.50	2,428.50
			Date Range	Beginning		Ending	Budget
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining
62100005-03	Memorial Park WQ Legal/Admin	7,500.00	517.24	4,490.63	0.00	4,490.63	3,009.37

Project Activity vs Budget Report

Date Range: 10/24/2019 - 11/06/2019

P11.115917 Total:			53,168.00	3,666.76	47,730.13	0.00	47,730.13	5,437.87
Project Number P11.117908	Project Name Michigan Street Parking Lot Reconstruction	Group Street Construction				Type Construction	Status Active	
Expenses				Date Range	Beginning		Ending	Budget
Account Key 30100003-01	Account Name Michigan St Parking Construction		Total Budget 326,907.00	Budget 40,863.38	Balance 0.00	Total Activity 0.00	Balance 0.00	Remaining 326,907.00
Account Key 30100003-02	Account Name Michigan St Parking Engineering		Total Budget 82,390.00	Budget 10,298.76	Balance 55,982.00	Total Activity 0.00	Balance 55,982.00	Remaining 26,408.00
Account Key 30100003-03	Account Name Michigan St Parking Legal/Admin		Total Budget 0.00	Budget 0.00	Balance 335.40	Total Activity 200.00	Balance 535.40	Remaining -535.40
GL Account Number 301-6900-08-6799	GL Account Name Undesignated Capital	Post Date 11/04/2019	Description Storm Sewer Camera- Michigan Parking Lot	Vendor Name Werner Sewer & Septic, LLC		Item Number 351	Activity 200.00	
P11.117908 Total:			409,297.00	51,162.14	56,317.40	200.00	56,517.40	352,779.60
Project Number P11.118940	Project Name Oneida Street Reconstruction from RR to Milw	Group Street Construction				Type Construction	Status Active	
Expenses				Date Range	Beginning		Ending	Budget
Account Key 30100004-02	Account Name Oneida to Milwaukee Eng		Total Budget 388,300.00	Budget 27,735.72	Balance 173,432.50	Total Activity 0.00	Balance 173,432.50	Remaining 214,867.50
P11.118940 Total:			388,300.00	27,735.72	173,432.50	0.00	173,432.50	214,867.50
Project Number T51.115389	Project Name Rehabilitate Connector Apron	Group Airport Projects				Type Federal/State Grant	Status Active	
Expenses				Date Range	Beginning		Ending	Budget
Account Key 30100002-01	Account Name Apron Rehab- Construction		Total Budget 75,492.00	Budget 0.00	Balance 75,492.00	Total Activity 0.00	Balance 75,492.00	Remaining 0.00
Account Key 30100002-02	Account Name Apron Rehab- Engineering		Total Budget 28,695.50	Budget 0.00	Balance 28,695.50	Total Activity 0.00	Balance 28,695.50	Remaining 0.00
T51.115389 Total:			104,187.50	0.00	104,187.50	0.00	104,187.50	0.00

Summary

Project Summary							
Project Number	Project Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
01112-0019	WasteWater Treatment Facility Wetlan...	205,635.00	24,192.36	172,798.76	0.00	172,798.76	32,836.24
01112-0020	10th & Ontario StormWater Improvem...	1,753,754.21	206,324.06	1,733,684.68	0.00	1,733,684.68	20,069.53
01112-0021	4th & Oats StormWater Improvements	837,480.15	98,527.08	129,330.17	0.00	129,330.17	708,149.98
16-19284	4th & Bartion Storm Water Improvemen...	126,000.00	14,823.54	68,277.12	0.00	68,277.12	57,722.88
18-CF-004	United Community Health Service Center	600,000.00	60,000.00	68,777.00	56,818.00	125,595.00	474,405.00
19-22797	Memorial Lift Station Improvements	105,635.00	10,563.50	25,000.00	0.00	25,000.00	80,635.00
35665	1st & Mae Street	867,882.59	102,103.84	727,805.96	0.00	727,805.96	140,076.63
8406	7th & Geneseo St Sanitary Sewer Impro...	410,306.35	48,271.34	407,296.98	0.00	407,296.98	3,009.37
A21.117315	Casino Lift Station Ordor Control Impro...	255,104.58	31,888.06	231,551.53	0.00	231,551.53	23,553.05
New	Highway 7/110 Traffic Lane/Signalization	1,490,000.00	106,428.58	0.00	0.00	0.00	1,490,000.00
New 2	FEMA Lake Bank Restoration	48,690.00	6,492.00	0.00	0.00	0.00	48,690.00
P11.106893	Richland Street Rehabilitation	549,149.30	61,016.60	540,222.55	0.00	540,222.55	8,926.75
P11.112742	North Central SW Phase II	1,875,592.00	220,657.88	1,851,584.88	0.00	1,851,584.88	24,007.12
P11.113934	3rd Addition Phase III	515,550.20	57,283.38	544,278.20	0.00	544,278.20	-28,728.00
P11.115917	Memorial Park Water Quality	53,168.00	3,666.76	47,730.13	0.00	47,730.13	5,437.87
P11.117908	Michigan Street Parking Lot Reconstruct...	409,297.00	51,162.14	56,317.40	200.00	56,517.40	352,779.60
P11.118940	Oneida Street Reconstruction from RR t...	388,300.00	27,735.72	173,432.50	0.00	173,432.50	214,867.50
T51.115389	Rehabilitate Connector Apron	104,187.50	0.00	104,187.50	0.00	104,187.50	0.00
Report Total:		10,595,731.88	1,131,136.84	6,882,275.36	57,018.00	6,939,293.36	3,656,438.52

Group Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	104,187.50	0.00	104,187.50	0.00	104,187.50	0.00
Economic Development	1,164,240.20	123,775.38	613,055.20	56,818.00	669,873.20	494,367.00
National Resiliency Disaster Grant Proje...	6,129,818.30	718,566.86	5,138,508.68	0.00	5,138,508.68	991,309.62
Sanitary Sewer Projects	360,739.58	42,451.56	256,551.53	0.00	256,551.53	104,188.05
Street Construction	2,836,746.30	246,343.04	769,972.45	200.00	770,172.45	2,066,573.85
Report Total:	10,595,731.88	1,131,136.84	6,882,275.36	57,018.00	6,939,293.36	3,656,438.52

Type Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Construction	3,713,036.08	346,077.98	1,570,802.18	200.00	1,571,002.18	2,142,033.90
Federal/State Grant	6,282,695.80	725,058.86	5,242,696.18	0.00	5,242,696.18	1,039,999.62
Grant	600,000.00	60,000.00	68,777.00	56,818.00	125,595.00	474,405.00
Report Total:	10,595,731.88	1,131,136.84	6,882,275.36	57,018.00	6,939,293.36	3,656,438.52

Staff Summary

11/4/2019

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: Mark Prosser, Public Safety Director

SUBJECT: **SLPD Code Enforcement Summary**

BACKGROUND: 8-15-2019 through 10-30-2019

Total Contacts	153
Tall Grass & Weeds	63
Accumulated Trash	11
Accumulated Junk	44
Junk Vehicles	32
Used Tires	3
Citations	0

FISCAL IMPACT: None

RECOMMENDATION: No Action Necessary

Staff Summary

11/4/2019

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: **Resolution No. 24-R-2019-2020 Approving Change Order No. 1 For The Casino Lift Station Odor Control Project**

BACKGROUND: Odor issues around the Casino Lift Station have been a concern to neighboring residents. Previously, City Council approved a professional services agreement with Bolton & Menk to determine the cause and remediation of the odor at Casino Lift Station. A biofiltration system is the recommended solution. Grundman-Hicks, LLC for was awarded the bid in the amount of \$184,106 for the project.

Change Order No. 1 adds \$998.58 for a contract amount of \$185,104.58 and also moves Substantial Completion from August 16, 2019 to November 29, 2019. Ready for Final Payment date will change from August 30, 2019 to July 17, 2020.

FISCAL IMPACT: Increase of cost by \$998.58

RECOMMENDATION: Staff recommends that Council approve Resolution No. 24-R-2019-2020 approving Change Order No. 1 for the Casino Lift Station Odor Control Project and authorize the Mayor and City Clerk to sign.

ATTACHMENTS:

Description	Type
□ Resolution Change Order	Resolution
□ Resolution No. 24-R-2019-2020	Resolution

Date of Issuance: October 31, 2019
Owner: City of Storm Lake, Iowa
Contractor: Grundman-Hicks, LLC
Engineer: Bolton & Menk, Inc.
Project: Casino Road Odor Control

Effective Date: November 4, 2019
Owner's Contract No.:
Contractor's Project No.:
Engineer's Project No.: A12.117315
Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Control panel size increase.

Time extension resultant from supplier procurement schedule and legal consideration of watermain tap.

Addition of duckbill check valve at the wetwell.

Attachments: *Change Order Proposal #1*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>184,106.00</u>	Original Contract Times: Substantial Completion: <u>August 16, 2019</u> Ready for Final Payment: <u>August 30, 2019</u>
Increase or Decrease from previously approved Change Orders: \$ <u>0</u>	Increase or Decrease from previously approved Change Orders: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price prior to this Change Order: \$ <u>184,106.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 16, 2019</u> Ready for Final Payment: <u>August 30, 2019</u>
Increase of this Change Order: \$ <u>998.58</u>	Increase of this Change Order: Substantial Completion: <u>November 29, 2019</u> Ready for Final Payment: <u>July 17, 2020</u>
Contract Price incorporating this Change Order: \$ <u>185,104.58</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>November 29, 2019</u> Ready for Final Payment: <u>July 17, 2020</u>

RECOMMENDED:

By: [Signature]
Engineer (if required)
Title: Project Engineer
Date: October 31, 2019

ACCEPTED:

By: _____
Owner (Authorized Signature)
Title: Mayor
Date: November 4, 2019

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)
Title: Project Manager
Date: October 31, 2019



GRUNDMAN- HICKS, L.L.C.

.Cherokee, IA 51012



P.O. Box 927 .1222 S. Second St.

Phone (712) 225-5179 FAX (712) 225-5409

Attn: Josh Pope
Casino Road Odor Control
6/10/19

The following is a change order to provide and install a control panel that properly fits the time meter with a NEMA 4X rating.

Holstein Electric (See attached)	\$586.50
GH Profit/Overhead 5%	\$ 29.33
GH Bond 3%	\$ 18.47
TOTAL	\$634.30

If you have questions please feel free to let me know.

Sincerely,

Mitch Knippel
Project Manager
Grundman Hicks Construction



GRUNDMAN- HICKS, L.L.C.
Cherokee, IA 51012



E-MAILED

P.O. Box 927 .1222 S. Second St.

Phone (712) 225-5179 FAX (712) 225-5409

Attn: Josh Pope
Casino Road Biofilter
8/13/19

The following is a Change Order to install a Rubber Check Valve in the wet well.

Lincoln Winwater (waiting on formal invoice)	\$ 185.56
Grundman Hicks Labor	\$ 125.00
Grundman Hicks Profit/Overhead 15%	\$ 46.58
Grundman Hicks Bond 2%	\$ 7.14
TOTAL	\$ 364.28

If you have any questions please feel free to let me know. Thank you.

Sincerely,

Mitch Knippel
Project Manager
Grundman Hicks Construction

RESOLUTION NO. 24-R-2019-2020

RESOLUTION ADOPTING CHANGE ORDER NO. 1 FOR THE CASINO LIFT STATION CONTROL PROJECT

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

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

WHEREAS, a contract in the amount of \$184,106.00 was awarded to Grundman-Hicks, LLC for the project; and

WHEREAS, Change Order No. 1 will increase the project cost in the amount of \$998.58, move substantial completion from August 16, 2019 to November 29, 2019, and change the Ready for Final Payment date from August 30, 2019 to July 17, 2020.

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

Section 1. That the contract price is increased by \$998.58 for a total of \$185,104.58.

Section 2. That Substantial Completion date is moved from August 16, 2019 to September 20, 2019 and the Ready for Final Payment is moved from August 30, 2019 to July 17, 2020.

Section 3. That the Mayor and Clerk are hereby directed to execute this Change Order No. 1 with the contractor.

PASSED AND APPROVED this 4th day of November, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

11/4/2019

Agenda Item # 4.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Resolution No. 35-R-2019-2020 Beautification Signage and Landscaping located at the base of Lake Avenue and Lakeshore Drive**

BACKGROUND:

FISCAL IMPACT: No fiscal impact as this will be donated

RECOMMENDATION:

ATTACHMENTS:

Description	Type
❏ Resolution No. 35-R-2019-2020	Resolution

RESOLUTION NO. 35-R-2019-2020

WHEREAS, On April 1, 2019 Mayor Porsch issued a Proclamation establishing April 29, 2019 to May 5, 2019 as Beautification Week in Storm Lake intending to begin a vision of our community that makes us Storm Lake Proud; and

WHEREAS, The Mayor and Council further strengthen the vision of Storm Lake Proud; and

WHEREAS, the Donor Family is proposing their desire to underwrite “beautification signage” and landscaping located at the base of Lake Avenue and Lakeshore Drive; and

WHEREAS, West of the Monument, significant “signage” to highlight the view, the intersection and as a welcome sign/photo opportunity—with a 20 foot “low and long” bench/sign announcing STORM LAKE; and

WHEREAS, the structure will be “low” in height so the view of the lake will not be compromised; and

WHEREAS, there will be up lighting to highlight the signage and decorative lighting to enhance the design.

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

Section 1. Accept the Donor Family donation to the City of Storm Lake providing all funding for the project along with a maintenance fund for the ongoing upkeep of the area and structure.

PASSED AND APPROVED this 4th day of November 2019.

Michael Porsch, Mayor

Attest:

Mayra A. Martinez, City Clerk

Staff Summary

11/4/2019

Agenda Item # 5.



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

REPORT TO: Honorable Mayor and City Council

FROM: Brian Oakleaf, Finance Director

SUBJECT: **Motion to Submit Application to State Revolving Fund**

BACKGROUND: In moving forward with the Memorial Lift Station Improvement Plan, our first step towards funding is to submit an application to the State Revolving Fund.. This application would be for a \$1,685,000 construction loan. The SRF currently charges 1.75% interest.

This application would simply begin the process, any form of loan agreement or debt authorization would happen further on in the process.

It is important to note that the SRF is a different process than bonding, as we would only draw down funds as needed. Other Funding sources could be identified before the project begins and the loan amount could be lower.

FISCAL IMPACT: There is no fiscal impact in the application process.

RECOMMENDATION: Pass the motion authorizing the signature of the application.

ATTACHMENTS:

Description	Type
SRF Application	Application

Construction Loan Application



PARTNERSHIP WITH THE IOWA FINANCE AUTHORITY
AND THE IOWA DEPARTMENT OF NATURAL RESOURCES

Applicant: The City of Storm Lake

Tax ID Number: 42-6005255

Contact person/Title: Brian Oakleaf – Finance Director

Address: 620 Erie St

City: Storm Lake

State: IA

County: Buena Vista

Zip Code: 50588

Telephone Number: 712-732-8000

E-mail address: oakleaf@stormlake.org

☒ Clean Water SRF NPDES Number: 1178001

☐ Drinking Water SRF PWSID Number: _____

Please write a brief description of the proposed project: Memorial Lift Station Improvement Plan

Have construction contracts been awarded? ☐ Yes ☒ No

If Yes, provide the actual contract dates. If No, provide the expected dates:

Construction start date: _____

Substantial completion date: _____

Final completion date: _____

Does this project have CDBG? ☒ Yes ☐ No

If yes, who is grant administrator? City plans on an April 1st application for CDBG through Justin Yarosevich - Simmering - Cory

Are you interested in an extended term loan (up to 30 years)? ☐ Yes ☒ No

If yes, has the extended term worksheet been completed by the engineer and submitted to DNR?

☐ Yes ☐ No

Date submitted or expected date of submission: _____

Type of debt requested (check one): ☐ Revenue ☒ G.O ☐ Combination

Project Cost Breakdown

Administrative, Financial & Legal expenses	20,000
Planning & Design expenses	\$
Engineering construction expenses	\$330,000
Construction	\$1,749,300
Equipment	\$
Other-	\$
Other-	\$
Other-	\$
Other-	\$
Contingency	\$175,000
Total Project Cost	\$2,274,300
Minus Funds from other sources	\$600,000
SRF Loan Subtotal	1,674,300
1/2% loan origination fee (.005 x SRF amount)	\$8,372
Total SRF Loan (round to nearest \$1,000)	\$1,683,000



PARTNERSHIP WITH THE IOWA FINANCE AUTHORITY
AND THE IOWA DEPARTMENT OF NATURAL RESOURCES

Sources of Funds

Total SRF Loan (from above)	\$1,683,000
Federal grant or loan- Specify-	\$
Applicant's share	\$600,000
Other- Specify -	\$
Total Source of Funds	\$2,283,000

The application must include the following documentation with the completed application.

☐ A pro-forma prepared by a registered Municipal Advisor showing detail of the revenues, expenses, outstanding debt and debt coverage ratios for the system. At a minimum, the pro-forma should show financial information based on actuals for the past two-years, the current year and projections for the next two years.

The undersigned is duly authorized to request this loan on behalf of the Borrower. The Borrower declares under penalty of law that all facts given, and information attached are true and correct. The Borrower authorizes IFA to verify all information.

Authorized Signature _____ Date 11/4/2019

Typed Name and Title Michael Porsch, Mayor

*Iowa Finance Authority
1963 Bell Ave, Suite 200
Des Moines, IA 50315*

Alyson Fleming
Alyson.Fleming@IowaFinance.com
515-725-4879

Tracy Scebold
Tracy.Scebold@IowaFinance.com
515-725-4922

Staff Summary

11/4/2019

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: Tyler Gibbins, Staff Accountant

SUBJECT: **Professional Service Agreement with Bolton & Menk for Runway 13/31 & Taxiway Lighting Replacement**

BACKGROUND: Lighting at airports is one of the most important safety features of an airport. The existing lights on the taxiway and runway 13/31 were installed 30+ years ago and are in need of replacement. The existing lighting system is experiencing outages due to old lights and wiring. Due to the age of system, the parts for the lights are also becoming more expensive and tougher to find. The new installation will include replacing all the edge lights along the taxiway and runway 13/31.

Bolton & Menk holds the 5 year professional service contract for the airport with this project outlined. The contract for the Taxiway and Runway 13/31 lighting will include Design Services and Construction Administration in the amount not to exceed \$97,900. This project is funded 90% by the FAA.

The FAA has already approved and provided an acceptance letter to proceed.

FISCAL IMPACT: This project is funded 90% by the FAA with a 10% local match not to exceed amount of \$97,900, of which; \$9,790.00 is local and budgeted from Local Option Sales Tax.

RECOMMENDATION: Review and approve Professional Service Agreement with Bolton & Menk for Runway 13/31 & Taxiway Lighting Replacement

ATTACHMENTS:

Description	Type
□ Professional Services Contract	Contract
□ FAA Acceptance Letter	Backup Material



Real People. Real Solutions.

**WORK ORDER #3
TO
PROFESSIONAL SERVICES CONTRACT
(DESIGN, BIDDING, CONSTRUCTION AND GRANT ADMINISTRATION SERVICES)**

RUNWAY 13/31 AND TAXIWAY LIGHTING REPLACEMENT

**STORM LAKE MUNICIPAL AIRPORT
STORM LAKE, IOWA**

BETWEEN: The City of Storm Lake,
An Iowa municipal corporation **(CLIENT)**

AND: Bolton & Menk, Inc. **(CONSULTANT)**

EFFECTIVE DATE: October _____, 2019

RECITALS

1. City owns and operates the Storm Lake Municipal Airport located near Storm Lake, Iowa.
2. This is Work Order #3 to the Professional Services Contract, between City and Bolton & Menk, Inc. The Professional Services Contract effective January 18, 2016, is referred to herein as the "Master Agreement".

AGREEMENT

DESCRIPTION

The CONSULTANT agrees to provide Design, Bidding, Construction and Grant Administration Services for the Runway 13/31 and Taxiway Lighting Replacement at the Storm Lake Municipal Airport (herein referred to as the **Project**).

I.A. BASIC SERVICESPROJECT UNDERSTANDING

The existing lights on the taxiway and runway 13/31 were installed 30+ years ago and are in need of replacement. The existing lighting system is experiencing outages due to old lights and wire. The parts for the lights are also becoming more expensive and harder to find. The new installation will include replacing all the edge lights along the taxiway and runway 13/31 with a new Medium Intensity Runway Lighting System, MIRLS. This work will follow the requirements of FAA Advisory Circulars 150/5300-13A, 150/5370-10G, 150/5340-40J, 150/5345-46E, 150/5345-38H, and 150/5340-18G.

BASIC SERVICES

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

1. DESIGN & BID ADMINISTRATION**1.1. Project Scoping**

Consultant shall confer with the Sponsor on, and ascertain, project requirements, finances, schedules, and other pertinent matters and shall meet with FAA if needed and other concerned agencies and parties on matters affecting the project and shall arrive at a mutual understanding of such matters with the Sponsor. Meetings with the Sponsor shall also determine the need for topographical surveying and pavement/geotechnical testing. It is anticipated that there will be a maximum of 3 meetings with the Sponsor and/or the FAA, to review pavement eligibility and project limits.

1.2. Project Meetings and Coordination

Project Meetings and Coordination with Sponsor, State, FAA, etc. Consultant shall coordinate with the subconsultants, sponsor, State, FAA and other applicable agencies to complete the work elements in Phase 1.

1.2.1. The task includes one meeting at the Airport, attended by the Project Manager. The Consultant will prepare for and conduct up to one (1) meeting at the Airport Sponsor to present the findings of the design phase and any alternatives and recommendations for the project. The result of the meeting(s) will be an agreed upon project design parameters to proceed forward with final construction documents.

1.2.2. Coordination with FAA, State, Local agencies, subconsultants, etc. The Consultant shall coordinate the project parameters and criteria with the project stakeholders including the FAA, State, Sponsor, and Project Manager.

1.2.3. This task includes one progress meeting per week will be held, one-hour in duration, with all design team members through the duration of the design phase.

1.3. Topographical Surveying

1.3.1. Due to the project schedule, Consultant will utilize existing topographical data collected from previous projects. Prior to construction, existing conditions will be field verified.

1.4. Aeronautical Survey (not required for this project)**1.5. Geotechnical Investigation (not required for this project)****1.6. Project Layout Sheet**

Consultant shall complete a project layout sheet that will depict the proposed improvements.

1.7. FAA Pavement Design Report and Form 5100 (not required for this project)

○

1.8. Construction Safety and Phasing Plan (CSPP)

Consultant will complete FAA Form 7460-1 and the Construction Safety and Phasing Plan (CSPP), through FAA's Obstruction Evaluation / Airport Airspace Analysis (OE/AAA)

website portal. The 7460 form and CSPP will be prepared according to current FAA Guidelines.

1.9. Modification of Airport Design Standards

As needed, the Consultant will prepare a Request for Modification of Federal Construction Standards if found to be necessary for the project. The Mod to Standards will discuss modifications required under the Bid Packages. The Mod to Standards will be submitted to the Sponsor for acceptance. This document will be forwarded to the FAA for approval along with final plans, contract documents, specifications and the Pavement Design Report (if required).

1.10. Prepare Preliminary Plans, Specifications and Cost Estimate

Preliminary plans will be prepared for the Project. The plan sheets will be limited to those sheets necessary to carry-out the construction of the proposed project:

1.10.1. Prepare Preliminary Specifications

The Consultant will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or materials that are not covered by the FAA specifications.

1.10.2. Prepare preliminary technical specifications

This work includes the preparation of standard and supplemental specifications, necessary to establish the construction requirements of the project. Standard specifications will be assembled and reviewed for relevancy to the project. In addition, supplement specifications will be included, where deemed necessary.

1.10.3. Prepare preliminary contract documents

The Consultant will prepare the preliminary contract documents including invitation for bids, instruction to bidders, proposal, equal employment opportunity clauses, construction contract agreement, performance bond, payment bond, State Requirements, Federal Requirements, Preliminary Bid Schedule, Wage Rates, and general provisions. Preparation will include establishing the location for the bid opening, dates for advertisement, and description of the work schedule. Preliminary contract documents will be prepared as early as possible during the design phase and submitted to the Owner for review by the Owner. Also review and incorporate the Sponsor's general provisions and contract clauses, as required.

1.10.4. Prepare preliminary special provisions

The Consultant will prepare Special Provisions to address, or expand on, conditions that require additional clarification.

1.10.5. 90% Review Set

Following the completion of the preliminary plans and specifications, the Engineer will submit a set of drawings and specifications to the Sponsor for their review. The project will be reviewed with the FAA to obtain their concurrence with the preliminary design.

1.10.6. Prepare Preliminary Cost Estimate

Calculate estimated preliminary quantities for the various work items. Quantities will be consistent with the specifications and acceptable quantity calculation practices. Consultant will then use recent bid prices and industry standards to prepare a preliminary costs estimate.

1.11. Prepare Final Plans and Specifications and Cost Estimate

1.11.1. A final set of plans, specifications and contract documents will be prepared which incorporates revisions, modifications and corrections determined during the Sponsor's review of the 90% submittal.

1.11.2. Prepare Final Cost Estimate

Using the final quantities calculated following the completion of the plans and specifications, the Consultant will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers, and other databases available.

1.12. Prepare Construction Management Plan (not required for this project)

1.13. Prepare Disadvantaged Business Plan (DBE)

DBE Plan Update: This is applicable for project(s) that fall within a grant year which in Airport uses at least \$250,000 in Federal funds for services that can be completed by Disadvantaged Business Enterprise (DBE) firms. Total DBE eligible costs (prime contracts) estimated to be completed is expected to exceed \$250,000 with this project, thus an updated DBE program is required.

The CONSULTANT will update the Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. Specific tasks will include:

- The CONSULTANT will review the methodology for evaluating the availability of DBE businesses to provide services and products for airport projects for the next three (3) Federal fiscal years.
- The CONSULTANT will review the airport's service area by analyzing the utilization of DBE businesses on previous airport projects.
- The CONSULTANT will prepare a legal advertisement describing the revised DBE utilization goal and methodology.
- The CONSULTANT will deliver the advertisement to the CLIENT to publish in one (1) newspaper as a public notice to provide a public comment period.
- The CONSULTANT will submit the DBE program to the FAA Office of Civil Rights for review and comments.

The CONSULTANT will complete one (1) annual report to FAA Office of Civil Rights as required to report actual DBE accomplishments on the project.

1.14. Prepare Advertisement for Bids and Bid Documents

Consultant shall prepare, reproduce and distribute a total of 10 sets of bidding documents for

the project. Consultant will submit a copy to the Sponsor for distribution to the local and selected publications of the pending project. The Sponsor shall pay for the associated cost of advertising. In addition, electronic copies of the bid documents will be made available for download through the Quest Construction Document Network website (QuestCDN). The consultant will also keep a current list of plan holders and distribute this to interested parties upon request. This task includes coordination required to facilitate these requests.

1.15. Respond to Bidders Questions

During the bidding process, the Consultant will be available to clarify bidding issues with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project.

1.16. Prepare and Distribute Addendums

Consultant shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required by the Sponsor or the FAA. Addenda will be made available to the plan holders either through mail, electronic mail, hand delivering or via facsimile transmission. Any addenda that are generated as a sole result of the Sponsors error or omission will be considered as extra services and the Consultant shall be reimbursed for this effort as an amendment to this contract.

1.17. Pre-Bid Meeting and Bid Opening

The Consultant will arrange for and conduct a Pre-Bid Meeting. The Project Manager will attend and conduct the Pre-Bid Meeting with potential contractors and the Sponsor to review the project and answer questions. The meeting will be conducted at the airport and will include a site inspection. Meeting minutes will be prepared and distributed.

The Consultant will attend the bid opening.

1.18. Bid Review and Bid Tabulation

Consultant shall advise Board as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. The Consultant shall prepare a spreadsheet that includes all bid items for the purpose evaluating the lowest bidder. The Consultant shall input the as-bid unit prices into the spreadsheet and to verify mathematical computations of the bids. The Consultant will then provide recommendations to the Sponsor as to the name of the Apparent Low Bidder.

1.19. Prepare Recommendation for Award

The Consultant will prepare a recommendation of award for the Sponsor to accept or reject the bids as submitted. If rejection is recommended, the Consultant will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. Once the Contract Award is made the Consultant will distribute the bid tabulations on request of the Sponsor.

1.20. Prepare Grant Application

The Application may be prepared after the project design has been completed and the bids

accepted or the FAA may require the Application to be completed early during the design phase. Preparation of the Application will include the following:

- Prepare Federal Grant Preapplication Checklist
- SF-424
- Prepare FAA Form 5100-100 including Program Narrative, discussing the Purpose and Need of the Work and the Method of Accomplishment
- Sponsor Certification (total of six)

The Consultant will submit the Application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor will forward the signed Application to the FAA for further processing.

1.21. Environmental Review, CATEX

An environmental review is required and was conducted for this project. From the FAA's Go Letter: "The FAA determined the proposed project is environmentally Categorically Excluded (CATEX) per paragraph(s) 5-6.3b of FAA Order 1050.1F as it relates to the National Environmental Policy Act (NEPA). No further environmental documentation for this project is needed.

2. **CONSTRUCTION ADMINISTRATION**

2.1. Pre-Construction Meeting

Consultant will arrange for and conduct the pre-construction meeting. The Project Manager and the Resident Engineer will establish this meeting to review Local, State, Federal Aviation Administration (FAA) and project specific requirements prior to commencing construction. The meeting will be conducted at the Airport and will include the Sponsor/Owner, IDOT (if available), Subconsultants, FAA ADO (if available), Contractor, Subcontractors and utility companies. This task will include:

- Scheduling the meeting, sending invitations, providing meeting materials and pre-meeting exhibit and material preparation.
- Obtain and review the project construction schedules from the contractor or contractors prior to presentation at the preconstruction meeting. The Owner should be provided copies of all construction schedules.
- Prior to preconstruction meeting, furnish the name of the Project Engineer with qualifications for approval by the Owner. Project Engineer means Engineer as defined in Section 10 (Section 10-18) of the General Provisions of the construction documents.
- Preside at the preconstruction meeting, prepare a detailed record of the meeting and submit to the Owner and all participants.
- Provide Contractor with a list of required submittals to be provided by Contractor and discussed at the meeting.

- Provide Contractor with additional copies of Construction Documents and digital data (Project Drawings) as requested.

2.2. Initial Construction Layout

The Consultant will perform initial survey work to establish construction limits, survey control, locations of barricades or construction signs. The construction control/verification survey subtask will include a survey crew to establish construction field control for the project. This will include establishment of horizontal and vertical control and construction staking as per the Project Manual.

2.3. Prepare Construction Management Plan (not required for this project)

2.4. Prepare Contract Manuals

The Consultant is required to check that the construction contracts are in order, verify Contractor has met DBE goals (or made valid good faith effort), Contractor has provided proof of insurance, the bonds have been completed, and the Owner, Contractor and applicable Agencies has been provided with adequate copies of the executed Contract Manual to include the Agreement and all addenda.

The Contract Documents will be updated to include all addenda items issued during bidding as necessary and adequate copies provided to the Contractor. Clerical will prepare the quantity sheets, field book, testing sheets, construction report format, etc. for use by the RPR.

2.5. Construction Management Services

The Consultant will provide Construction Administration Services the scope of which is based on the following:

- The Consultant and Client agree that construction engineering services furnished shall be to the extent necessary to determine compliance with plans and specifications, including necessary general supervision of Resident Project Representative Services authorized by the Client.
- The Consultant and Client agree that the Construction Engineering Services provided by the Consultant may actually be required to continue and exceed beyond the construction time element stated in the Client's agreement with the construction Contractor. When the extent of these construction services beyond the control of the Consultant occurs, the Client agrees that Consultant will be reimbursed for additional Construction Engineering Services in excess of the specified construction time period at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known.
- Nothing herein shall be construed as imposing upon the Consultant's responsibility for the construction means, methods, techniques, sequences, safety programs, and procedures used by contractors.
- The Consultant agrees that Resident Project Representative services furnished under this Contract shall be to observe the work and to determine compliance with the plans and specifications, including representing the Client in coordination of construction activities among contractors and between contractors and utilities, and to accommodate the reasonable requirements of the Client on and around areas of construction.

- When the Consultant is on the site, documentation will be maintained regarding construction progress and delays, quantities and percentages of work, tests performed, observations made and work accepted, problems encountered and instructions given to contractors, field changes and adjustments approved, and other records required or otherwise necessary to maintain a record of the work.

The Consultant agrees to provide Construction Administration Services that include the following:

- 2.5.1. Check and monitor construction activities and certify that all project work completed under observation of the Resident Project Representative is in substantial compliance with the plans, specifications and contract documents including any modifications by Change Order or otherwise, that all required tests were performed, and that such work is recommended for acceptance.
- 2.5.2. Provide interpretation of plans and specifications as requested.
- 2.5.3. Supervise and coordinate Subconsultant contracts for field observation and testing.
- 2.5.4. Review shop drawings and certificates submitted by contractors for compliance with design concepts, as required by the applicable sections of the technical specifications.
- 2.5.5. Review all periodic and final pay requests and explanation of variation between Contract and final quantities prepared by Resident Project Representative. Coordinate Contractor approval and signature and submit to Client for approval.
- 2.5.6. Review weekly Construction Progress and Inspection Reports (FAA Form 5370-1) as prepared by Resident Project Representative and submit to Owner and applicable Agencies.
- 2.5.7. Prepare, review and process Field Orders, Change Orders to include a cost estimate, cost/price analysis, record of negotiations, review and evaluation of "Contractor's Request for Extension of Contract Time" and make recommendations regarding approval to the Client. Notify the Contractor that no work can start until approved by the Client.
- 2.5.8. Coordinate and meet with the Client for consultation and advice during construction to include conducting construction progress meetings. Coordinate with Owner's Representative including:
 - Review and evaluate "Contractor's Request for Extension of Contract Time" and submit recommendations to the Client.
 - Meet with the Client for consultation and advice during construction.
- 2.5.9. Coordinate on-site inspections of construction as requested. Make recommendations for acceptance or modification of work
- 2.5.10. Monitor that all testing required by the specifications is performed. Review and approve all materials reports prepared by the Resident Project Representative and/or Subconsultants.
- 2.5.11. Maintain record drawings from redline or working drawings prepared by Resident Project Representative as accumulated during the course of construction to show "Record Drawing" conditions.

- 2.5.12. Retain and review payroll reports of each contractor and subcontractor and monitor Contractor's compliance with paying employees as per established State Prevailing Wages and/or Federal Davis Bacon requirements.
- 2.5.13. Monitor Contractor's compliance with Disadvantaged Business Enterprise (DBE) program (i.e. determine that the firms on the job are as stated in the plan. Determine that the volume of work and equipment used complies with the plan.) Report deviations to the Sponsor.

2.6. Resident Project Representative (RPR)

The Client as part of this agreement authorizes Resident Engineering Services and the Consultant agrees to provide a Resident Project Representative, materials acceptance testing, and staking services in the execution of the Construction Engineering Services for the project work. The Client and Consultant agree that the Consultant may employ the Resident Project Representative on other work during periods of temporary job shutdown when such services are not required by this project. Normally, the Resident Project Representative will give intermittent part-time service on this project when construction is in progress to include temporary interruptions due to weather or mechanical failure.

For this Project **Part-Time** Resident Project Representative services will be provided. It is anticipated the Project will be completed within **40 Working Days**. This will include four (4) field visits by the Project Manager.

Resident Project Representative Services shall be completed in accordance with the attached Exhibit I-1, and shall include, but are not limited to, the following:

- 2.6.1. Coordinate with Contractor regarding schedule, work progress, quality of work, and notify contractor of equipment and methods which do not comply with the Contract requirements. The Resident Project Representative shall notify the Client in the event that the Contractor elects to continue the use of questioned equipment and methods. Conduct wage rate interviews and provide to Project Engineer.
- 2.6.2. Maintain daily records of the Contractor's progress and activities during the course of construction, to include progress of all work. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the Contractor, weather, equipment use, labor requirements, safety problems, and changes required.
- 2.6.3. Evaluate and discuss potential Field Orders and Change Orders with the Contractor as necessary.
- 2.6.4. Evaluate possible material substitutions as requested by the Contractor.
- 2.6.5. Prepare, process and distribute to Project Engineer weekly Construction Progress and Inspection Reports (FAA Form 5370-1).
- 2.6.6. Measure and compute as-built quantities of all materials incorporated in the work and items of work completed, and maintain an item record account.
- 2.6.7. Prepare periodic Pay Requests for review by the Project Engineer and Contractor.
- 2.6.8. Monitor the contractor's compliance with airport operations to include coordination with airport manager, hangar owners and airport users and with the Construction Safety Phasing Plan (CSPP).

- 2.6.9. Attend and participate in construction progress meetings.
- 2.6.10. Coordinate the necessary construction staking/layout schedule as needed by the Contractor.
- 2.6.11. Perform other services as reasonably required by the Client and as outlined in the Contract Documents.
- 2.7. Final Inspection and Documentation
 - 2.7.1. Final Inspection

The Consultant will schedule and conduct a final inspection with the Sponsor, Contractor, State and FAA representatives to determine whether the project has reached substantial completion and the work is in accordance with the plans and specifications. The Consultant will document items found to be deficient.
 - 2.7.2. Final Punch List

The Consultant will prepare a punch list correspondence including the deficient items and will forward this correspondence to the Contractor requiring correction of the items and request a schedule for completion. The Consultant will send a copy to the Sponsor and include a copy in the Grant Closeout Report.
 - 2.7.3. Final Construction Certifications
 - 2.7.4. Once all of the punch list items have been completed to the satisfaction of the Sponsor, State and FAA, the Consultant will prepare a Certification of Construction Acceptance for the project. This certification will also be included in the Grant Closeout Report. Assemble documentation for the project closeout report once the project is complete. This will include gathering all construction documentation, supplemental agreements (if applicable), weekly reports, pay requests, testing result summaries, final certification documentation, and change orders in preparation for closeout.
- 2.8. As-Built Plans and Equipment Manuals and Materials Book
 - 2.8.1. The project team will collaboratively assemble a set of as-built plans for the project. The as-built plans will include field constructed conditions included as part of this Project including any field surveying required to compute final quantities and the drawings will become record information. The Consultant shall provide Owner with two (2) sets of reproducible "Record Drawings" in both digital and hardcopy format.
 - 2.8.2. The project team will collaboratively assemble equipment manuals and materials book for the Project. The materials book will include an accounting for all quality acceptance testing performed as part of this project. This will include a summary of passing tests as well as failing tests and corrective measures taken to in order to achieve satisfactory results. Two copies of these documents will be distributed to Owner.
- 2.9. Prepare Construction Management Report (not required for this project)
- 2.10. Update Airport Layout Plan (not required for this project)
- 2.11. Project Closeout

Prepare the closeout documentation in accordance with the AIP Sponsor Guide Section 1600.

The CONSULTANT may prepare the closeout document within 90 days of final payment to the contractor. Closeout documentation shall include, but may not be limited to, the following:

- a. Sponsor Cover Letter
- b. Final Project Cost Summary
- c. Final SF-271 Form, Outlay Report and Request for Reimbursement for Construction Projects
- d. Final SF-425 Form, Federal Financial Report
- e. Final Construction Report
- f. Record Drawings

Assemble documentation for the project closeout report once the project is complete. This will include gathering all construction documentation, supplemental agreements (if applicable), weekly reports, pay requests, testing result summaries, final certification documentation, and change orders in preparation for grant closeout. The closeout report elements include a project summary, final certifications, summary of grant payments, and outlay report. This work includes preparation of the report, coordination with the Airport, State, and FAA for review, and preparation of final documents for Airport approval. The CLIENT will furnish copies of all administrative costs, as well as paperwork related to previous grant reimbursement (drawdown) requests.

I.B. ADDITIONAL SERVICES

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

1. Additions to the project outside of this scope.
2. Any construction surveying required for the Project.
3. Additional geotechnical investigation required for the Project.
4. Update Airfield Signage Plans.
5. Additional Field Investigation required beyond those specified.
6. Completion of additional special studies not identified in Section I.A..
7. Periodic completion of grant reimbursement requests (i.e. Credit Applications).
8. Attendance of additional meetings beyond those identified in the above scope.
9. All other services not specifically identified in Section I.A.

I.C. CONSIDERATION

The services described above in Section I.A. BASIC SERVICES shall be provided as follows:

TASK 1 – DESIGN SERVICES	\$ 50,600.00 (lump sum)
<u>TASK 2 – CONSTRUCTION ENGINEERING</u>	<u>\$ 47,300.00 (hourly not to exceed)</u>
TOTAL AUTHORIZED FEE	\$97,900.00

Funding Layout:

Estimated Federal Share (90%)	\$88,110.00
Estimated Local Share (10%)	\$ 9,790.00

Progress payments shall be made in accordance with the fee schedule attached and Section III of the Master Agreement.

I.D. SCHEDULE

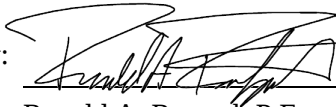
The consulting services authorized under Section I.A. will be performed under the following schedule or as authorized by the CLIENT as the BASIC SERVICES proceed.

TASK	SERVICE DESCRIPTION	DATE
1	DESIGN AND BIDDING	October 2019 – March 2020
2	CONSTRUCTION	July – September 2020

I.E. AUTHORIZATION**City of Storm Lake**

By: _____
Date

Bolton & Menk, Inc.

By:  10/22/2019
Ronald A. Roetzel, P.E. Date
Aviation Services Manager

Attest: _____

Attachments:

Exhibit I – Project Fee Breakdown
Exhibit II – Bolton & Menk 2019 Fee Schedule
Exhibit III- Federal Contract Provisions for A/E Agreements, dated June 2018

**PROJECT FEE ESTIMATE**

CLIENT:		Storm Lake Municipal Airport					DATE:		9/27/2019
PROJECT:		Runway 13/31 and Taxiway Lighting Replacement					PREPARED BY:		RR/GB
Task	Task Description	Estimated Person Hours Required							Totals
		Sr. Eng.	Sr. Eng.	Design Eng.	Eng. Tech.	Surveyor	Planner	Admin.	
1	Design & Bid Administration								
1.1	Project Scoping	4	0	0	0	0	0	0	4
1.2	Project Meetings and Coordination	0	8	16	0	0	0	0	24
1.3	Topographical Survey	0	0	4	0	0	0	0	4
1.4	Aeronautical Survey	0	0	0	0	0	0	0	0
1.5	Geotechnical Investigation	0	0	0	0	0	0	0	0
1.6	Project Layout Sheet	0	0	8	0	0	0	0	8
1.7	FAA Design Report and Form 5100	0	0	0	0	0	0	0	0
1.8	Construction Safety and Phasing Plan (CSPP)	0	8	16	0	0	4	0	28
1.9	Modification of Airport Design Standards	0	2	4	0	0	0	0	6
1.10	Prepare Prelim. Plans, Specs., and Cost Est.	0	24	100	0	0	0	0	124
1.11	Prepare Final Plans, Specs., and Cost Est.	0	24	80	0	0	0	0	104
1.12	Prepare Construction Management Plan	0	0	0	0	0	0	0	0
1.13	Prepare Disadvantaged Business Plan (DBE)	0	4	0	0	0	0	16	20
1.14	Prepare Advertisement for Bids and Bid Docs	0	0	4	0	0	0	4	8
1.15	Respond to Bidders Questions	0	4	8	0	0	0	0	12
1.16	Prepare and Distribute Addendums	0	4	8	0	0	0	0	12
1.17	Pre-Bid Meeting and Bid Opening	0	4	4	0	0	0	0	8
1.18	Bid Review and Bid Tabulation	0	4	4	0	0	0	0	8
1.19	Prepare Recommendation for Award	0	4	0	0	0	0	0	4
1.20	Prepare Grant Application	0	8	20	0	0	0	0	28
1.21	Environmental Review, CATEX	0	0	0	0	0	0	0	0
Total Person Hours		4	98	276	0	0	4	20	402
Total Direct Labor Cost		\$240.00	\$4,900.00	\$8,832.00	\$0.00	\$0.00	\$160.00	\$500.00	\$14,632.00
Overhead		\$481.87	\$9,838.22	\$17,732.89	\$0.00	\$0.00	\$321.25	\$1,003.90	\$29,378.13
Subtotal Labor Cost									\$44,010.13
Fixed Fee x Subtotal Labor Cost									\$6,601.52
Total Task 1 (Fixed Lump Sum)									\$50,611.65
Direct Expenses									
Total Expenses Task 1									\$0.00
Subtotal Task 1									\$50,611.65
		ROUNDED TASK 1:							\$50,600.00
Task	Task Description	Estimated Person Hours Required							Totals
		Sr. Eng.	Sr. Eng.	Design Eng.	Eng. Tech.	Surveyor	Planner	Admin.	
2	Construction Administration								
2.1	Pre-Construction Meeting	0	8	8	0	0	0	0	16
2.2	Initial Construction Layout	0	0	2	0	8	0	0	10
2.3	Prepare Construction Management Plan (QAMP)	0	0	0	0	0	0	0	0
2.4	Prepare Contract Manuals	0	2	4	0	0	0	4	10
2.5	Construction Management Services	2	20	0	0	0	0	0	22
2.6	Resident Project Representative Services								0
Number of Days		0	8	40	0	0	0	0	
Hours Per Day		10	4	6	10	10	10	10	
Total Hours		0	32	240	0	0	0	0	272
2.7	Final Inspection and Documentation	0	4	12	0	0	0	0	16
2.8	As-Built Plans	0	2	10	0	0	0	0	12
2.9	Prepare Construction Management Report	0	0	0	0	0	0	0	0
2.10	Update Airport Layout Plan	0	0	0	0	0	0	0	0
2.11	Project Closeout	2	4	16	0	0	0	4	26
Total Person Hours		4	72	292	0	8	0	8	384
Total Direct Labor Cost		\$240.00	\$3,600.00	\$9,344.00	\$0.00	\$304.00	\$0.00	\$200.00	\$13,688.00
Overhead		\$481.87	\$7,228.08	\$18,760.88	\$0.00	\$610.37	\$0.00	\$401.56	\$27,482.77
Subtotal Labor Cost									\$41,170.77
Fixed Fee x Subtotal Labor Cost									\$6,175.61
Total Task 2 (Cost Plus a Fixed Fee, NTE)									\$47,346.38
Direct Expenses									
Total Expenses Task 2									\$0.00
Subtotal Task 2									\$47,346.38
		ROUNDED TASK 2:							\$47,300.00
		TOTAL PROJECT FEE							\$97,900.00

2019 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2019. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	Hourly Billing Rates
Senior Principal	\$150-270/Hour
Principal Engineer/Surveyor/Planner/GIS/Landscape Architect	\$140-195
Senior Engineer/Surveyor/Planner/GIS/Landscape Architect	\$110-175
Project Manager (Inc. Survey, GIS, Landscape Architect)	\$100-190
Project Engineer/Surveyor/Planner/Landscape Architect	\$85-175
Design Engineer/Landscape Designer/Graduate Engineer/Surveyor	\$80-185
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$60-165
Senior Technician (Inc. Construction, GIS, Survey ¹)	\$85-175
Technician (Inc. Construction, GIS, Survey ¹)	\$65-140
Administrative	\$45-100
Structural/Electrical/Mechanical/Architect	\$120-150
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”, “BIDDER”, AND “OFFEROR” SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR” OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The

Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1) Perform the services within the time specified in this contract or by Owner approved extension;
 - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are

incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
 - 1) Defaults on its obligations under this Agreement;
 - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.



U.S. Department
of Transportation

**Federal Aviation
Administration**

Central Region
Iowa, Kansas,
Missouri, Nebraska

901 Locust
Kansas City, Missouri 64106
(816) 329-2600

October 22, 2019

Ms. Keri Navratil
Assistant City Manager
Storm Lake Municipal Airport
620 Erie Street
Storm Lake, IA 50588

Re: Storm Lake Municipal Airport (SLB); Storm Lake, IA
AIP No. 3-19-0088-014
Install Runway and Taxiway Lighting

Subject: Engineering Agreement Acceptance

Dear Ms. Navratil:

FAA Determination

Based upon our review of the subject agreement between Bolton & Menk, Inc. and City of Storm Lake we find the engineering agreement acceptable for use on the subject project. This engineering agreement includes the following compensation:

Services	Contract Amount	Ineligible Amount	Fee Type
Design Services	\$50,600.00	-	Lump Sum
Construction Services	\$47,300.00	-	Not-To-Exceed
Total Compensation	\$97,900.00	\$0.00	

What you need to submit now

If you have not done so, please submit a copy of the executed engineering agreement for our file.

Questions

If you have any questions, please contact me at (816) 329-2619 or anthony.pollard@faa.gov.

Sincerely,

Anthony Pollard
State Airport Engineer - Iowa

cc:

Staff Summary

11/4/2019

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: David Derragon, Assistant City Manager

SUBJECT: **Motion to Approve the Uniti Fiber Right of Way Agreement**

BACKGROUND: In the late 1990s, the City had an agreement with MacLeod USA for a fiber optic system in the community. MacLeod subleased the system, with City approval, to Windstream. At this time, Uniti Fiber LLC will be taking over the lease previously held by Windstream. The only change to the agreement is the new party, Uniti Fiber LLC

FISCAL IMPACT: No fiscal impact

RECOMMENDATION: Approve the agreement with Uniti Fiber LLC effective November 4, 2019

ATTACHMENTS:

Description	Type
 Contract	Contract

Troutman Sanders LLP
600 Peachtree Street NE, Suite 3000
Atlanta, GA 30308-2216

troutman.com



Melissa Horne
melissa.horne@troutman.com

October 30, 2019

VIA FEDEX

Dave Derragon
Assistant City Manager
City of Storm Lake
P.O. Box 1086
Storm Lake, IA 50588

Re: Uniti Fiber LLC Right of Way Agreement

Dear Dave:

Attached to this letter please find a partially executed copy of the Right of Way Agreement between Uniti Fiber LLC (Uniti) and the City of Storm Lake. Please have the appropriate City representative sign the Agreement, and upon execution, please send me a copy.

Thank you so much for your assistance with this matter.

Sincerely yours,

A handwritten signature in blue ink that reads "Melissa Horne".

Melissa Horne

Attachments: Right of Way Agreement

AGREEMENT

THIS AGREEMENT is executed on the ____ day of _____, 2019 (the "Commencement Date") by and between the City of Storm Lake, Iowa (hereinafter "City") and Uniti Fiber, LLC (hereinafter "Uniti").

WITNESSETH:

WHEREAS, Uniti is a facilities-based service provider constructing, operating, and maintaining fiber optic networks and delivering communications services to customers; and

WHEREAS, Uniti requests that the City grant a nonexclusive license to Uniti to operate and maintain its installed fiber optic cable system both above-ground and under-ground (the "Network"), and deliver services using the Network in certain City rights of way ("ROW"); and

WHEREAS, the City finds that the encroachment of the Network in the ROW will not be a detriment to said ROW and as such will serve the public use and convenience of residents and business in the City; and

WHEREAS, the City is willing to grant a license and permits to Uniti for the operation, maintenance, and use of the Network in the City ROW under certain conditions and restrictions as stated below; and

WHEREAS, Uniti agrees to abide by those conditions and restrictions in exchange for the City granting said license.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the City and the mutual covenants contained herein, the City and Uniti agree as follows:

1. The City grants to Uniti and Uniti does hereby accept a nonexclusive license to operate, maintain, and use the Network subject to all the terms and conditions of this Agreement.
2. All operation, maintenance, and use of the Network shall be done pursuant to all the laws and regulations of the City, State of Iowa, and any other governmental unit or agency applicable thereto as amended from time to time.
3. Uniti understands and agrees that all work done hereunder in the ROW shall be performed in a good and workman-like manner subject to the approval of the City and that the costs and expenses of the location of facilities in the ROW will be paid by Uniti.
4. The Network shall at all times remain the property of Uniti and, except to the extent caused by the City's negligence or willful misconduct, the City shall not be responsible for the repair or continued maintenance of the Network.
5. This Agreement shall not give rise to any right of ownership in the City ROW to Uniti. The City ROW shall continue to be a public property held by the City in trust for the general public.

6. The Uniti Network shall be operated, maintained, used, and removed so as not to interfere with either the public use of the City ROW or the rights of abutting and adjoining land owners. Except as prohibited by state or federal law, upon the City's reasonable request, Uniti must promptly and at Uniti's own expense with due regard to seasonal working conditions remove and relocate its Network in the ROW when necessary if the City requests such removal and relocation for the public health safety and welfare or when necessary to prevent interference with the safety and convenience of ordinary travel over the ROW.

7. The City may reject, revoke, suspend, or modify this Agreement and require Uniti to remove the Network in the affected portions of the ROW at Uniti's own expense after providing Uniti with a sixty (60) day notice and a reasonable opportunity to cure under the following circumstances:

- (a) Uniti is not in full compliance with the material requirements of this Agreement or state or federal law;
- (b) Uniti has failed to maintain required bonds and or insurance as required by the Agreement or has failed to secure required licenses registrations and authorizations required by the City; and
- (c) Uniti engaged in proposed activity which was contrary to the public health, safety, or welfare.

8. Uniti agrees to indemnify and hold the City, its officers, officials, employees, and agents harmless against any and all third-party claims, causes of action, liabilities, or expenses, including judgments, costs and damages, and including any costs incurred by the City: (a) directly arising out of any damage to tangible property or personal injuries caused by Uniti, Uniti's agents, or the Network; and/or (b) any material breach of this Agreement by Uniti.

9. Uniti understands and agrees that the City, public utilities, and/or cable television companies, and their successors and assigns, may also have certain rights in, over, under, upon, or across the City ROW and that the said license shall be subject to the previously granted rights.

10. Any notice, request, demand, or other communication made in connection with this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery, if delivered to the persons identified below in person, by courier service, or by facsimile copy (with original copy mailed the same day in accordance with the provisions of this Paragraph), or five (5) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the City: City of Storm Lake
P.O. Box 1086
Storm Lake, IA 50588

If to Uniti: Uniti Fiber LLC
Attn: Allison W. Taylor, Vice President, Operations
10802 Executive Center Drive
Benton Building Suite 300

Little Rock, AR 72211
Phone: 501-850-0850

With a copy to:

Robert P. Williams, Esquire
Outside Counsel
600 Peachtree Street, NE
Suite 3000
Atlanta, GA 30308
Phone: 404-885-3438
Fax: 404-885-3900
Email: robert.williams@troutman.com

12. The initial term of this Agreement shall be ten (10) years commencing on the date that this Agreement is executed and terminating at midnight on the last day of the month in which the tenth annual anniversary of the Commencement Date shall have occurred.

- (a) This agreement shall continue thereafter in five (5) year terms unless cancelled by written notice by either party not less than six (6) months prior to any expiration date.

13. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. Uniti shall provide notice of any successors in interests to the City at least sixty (60) days prior to any change in such interest. A copy of this Agreement may be recorded, at the expense of Uniti.

14. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The parties intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, the parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

15. Uniti shall carry and keep and maintain in force and effect throughout the term of this Agreement, a policy or policies of insurance, the limits of such policy or policies to be in the amount of not less than \$1,000,000.00 per occurrence in respect of injury to persons and in the amount of not less than \$2,000,000.00 per occurrence in respect of property damage and destruction in form and substance satisfactory to City, at Uniti's sole cost and expense, insuring both the City and Uniti against all claims, demands or actions arising out of or in connection with: (a) Uniti's maintenance and use of the ROW; and (b) Uniti's liability assumed under this Agreement. All such policies shall be procured from a company or companies approved to do business in Iowa. Such policies shall further provide that not less than thirty (30) days' written notice shall be given to City before such policy may be canceled or changed to reduce the insurance coverage provided thereby.

16. Uniti has examined and knows the condition of the ROW and has received the same in good order and repair, AS-IS, WHERE-IS, and acknowledges that no representations as to the

condition and repair thereof have been made by City, prior to or at the execution of this Agreement that are not herein expressed.

17. Uniti will not permit any mechanic's lien or liens to be placed upon the ROW during the term hereof, and in case of the filing of such lien, Uniti will promptly pay same or with the prior written consent of the City, Uniti may post a bond or indemnity in an amount sufficient to protect Uniti and the ROW and indemnify, defend, and hold City harmless from any third-party liability for any amount claimed in said lien. If default in payment thereof shall continue for thirty (30) days after written notice thereof from City to Uniti, City shall have the right and privilege at City's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Uniti to City and shall be repaid to City immediately on rendition of bill therefor.

18. Limitation of Liability. NEITHER PARTY SHALL HAVE ANY RESPONSIBILITY, LIABILITY OR OBLIGATION TO THE OTHER OR THE OTHER'S AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR PERMITTED ASSIGNS FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, COST OF REPLACEMENT SERVICES, LOSS OF CUSTOMERS OR AGENTS, LOSS OF USE, OR PENALTIES IMPOSED BY OTHERS, REGARDLESS OF ANY ACT OF OMISSION OR COMMISSION IN CONNECTION WITH OR UNDER THIS AGREEMENT.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

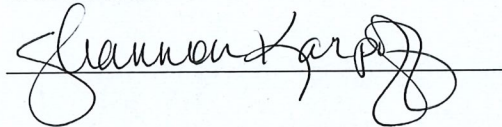
ATTEST:

CITY OF STORM LAKE, IA

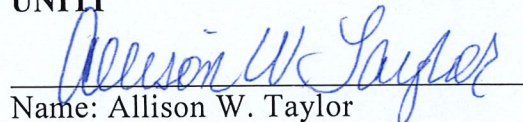
By: _____

Title: _____

WITNESS:



UNITI



Name: Allison W. Taylor

Title: Vice President, Operations

Date: 10-24-19

Staff Summary

11/4/2019

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: **Public Hearing On The Proposed Amendment No. 7 To The Storm Lake Industrial Park Urban Renewal Plan**

BACKGROUND: Tyson Fresh Meats (Developer) is expected to construct a new feed mill processing facility. The new facility would replace their current facility which is located in the Central Business District. The Developer is proposing to invest over \$37,000,000 in the new facility and create 15 new jobs in addition to the current 12 jobs. Construction is expected to start in 2019.

Amendment No. 7 to the Industrial Park Urban Renewal Area includes a tax rebate to not exceed \$250,000 and \$1,300,000 infrastructure improvements on Expansion Boulevard.

FISCAL IMPACT: N/A

RECOMMENDATION: Open Public Hearing
Hear Comments
Close Public Hearing

ATTACHMENTS:

Description	Type
Public Hearing Notice	Backup Material

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED AMENDMENT NO. 7 TO THE STORM LAKE
INDUSTRIAL PARK URBAN RENEWAL PLAN FOR AN
URBAN RENEWAL AREA IN THE CITY OF STORM LAKE,
STATE OF IOWA

The City Council of the City of Storm Lake, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:00 P.M. on November 4, 2019 in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, to consider adoption of a proposed Amendment No. 7 to the Storm Lake Industrial Park Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Storm Lake, State of Iowa, which Amendment proposes to add the land legally described as follows to the Urban Renewal Area:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW ¼) OF SECTION 1 TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) corner of the Southwest Quarter (SW ¼) of said Section 1; Thence South 00° 08' 18" East, along the East line of said Southwest Quarter (SW ¼), 131.94 feet to the Point of Beginning. Thence continuing South 00° 08' 18" East, along said West line, 798.82 feet; Thence South 74° 10' 45" West, 456.34 feet; Thence South 00° 08' 18" East, 120.00 feet to the North line of Block One (1), Industrial Park Addition to Storm Lake; Thence North 89° 35' 28" West, along said North line, 2201.55 feet to the West line of the Southwest Quarter (SW ¼); Thence North 00° 09' 20" West, along said West line, 1075.76 feet to the South line of the North eight (8) acres of the Southwest Quarter (SW ¼); Thence South 88° 57' 13" East, along said South line, 2641.68 feet to the Point of Beginning.

Hereafter known as Lot F in Section 1 Township 90 North, Range 37 West of the 5th P.M., Buena Vista, Iowa.

Tract contains 62.48 acres and is subject to all easements of record.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Storm Lake, Iowa.

The City of Storm Lake, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Amendment No. 4 Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Amendment No. 4 Area, the Amendment provides that such special

financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan, as amended, and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 7 would add land to the Urban Renewal Area and authorize additional projects to be undertaken within the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Storm Lake, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this 7th day of October, 2019.

/s/ Mayra A. Martinez
City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

Staff Summary

11/4/2019

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: **Resolution No. 36-R-2019-2020 Determining An Area Of The City To Be An Economic Development And Blighted Area, And That The Rehabilitation, Conservation, Redevelopment, Development Or A Combination Thereof, Of Such Area Is Necessary In The Interest Of The Public Health, Safety Or Welfare Of The Residents Of The City; Designating Such Area As Appropriate For Urban Renewal Projects; And Adopting The Amendment No. 7 To The Storm Lake Industrial Park Urban Renewal Plan**

BACKGROUND: Tyson Fresh Meats (Developer) is expected to construct a new feed mill processing facility. The new facility would replace their current facility which is located in the Central Business District. The Developer is proposing to invest over \$37,000,000 in the new facility and create 15 new jobs in addition to the current 12 jobs. Construction is expected to start in 2019.

Amendment No. 7 to the Industrial Park Urban Renewal Area includes a tax rebate to not exceed \$250,000 and \$1,300,000 infrastructure improvements on Expansion Boulevard.

FISCAL IMPACT: N/A

RECOMMENDATION: Approve Resolution No. 36-R-2019-2020

ATTACHMENTS:

Description	Type
□ Resolution No. 36-R-2019-2020	Resolution

RESOLUTION NO. 36-R-2019-2020

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AND BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 7 TO THE STORM LAKE INDUSTRIAL PARK URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 33-R-91-92, adopted September 16, 1991, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Storm Lake Industrial Park Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Storm Lake Industrial Park Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Buena Vista County; and

WHEREAS, the Plan has subsequently been amended six times, lastly by the adoption of Amendment No. 6 to the Plan, adopted by Resolution No. 75-R-2016-2017, adopted February 20, 2017; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

A part of the South Half (S1/2) of Section One (1), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.) lying North of the Illinois Central Railroad, and a part of the Northeast Quarter (NE¹/₄) of Section (12), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.) lying North of the Illinois Central Railroad, more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter (SW¹/₄) Section One (1), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.), thence 00°32' East along the West Line of said Southwest Quarter (SW¹/₄) a distance of One Thousand Two Hundred Seven and Seven Tenths Feet (1,207.70') to the Point of Beginning; thence North 90°00' East a distance of Two Thousand Six Hundred Forty Two and Six Hundredths Feet (2,642.06') to the North-South Centerline of said Section One (1); thence South 00°34' East along the North-South Centerline of said Section One (1), a distance of Four Hundred Seven and Eighteen Hundredths Feet (407.18'); thence North 90°00' East a distance of Two Thousand Six Hundred Thirty Eight and Seventy Two Hundredths Feet (2,638.72') to the East Line of said Section One (1); thence South 00°31' East along the East Line of said Section (1) a distance of One Thousand

Eighty Seven and Seven Tenths Feet (1,087.7') to the Southeast Corner of said Section One (1), said Point also being the Northeast Corner of Section Twelve (12), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.); thence South 00°20'20" East along the East Line of said Northeast Quarter (NE¼) Section Twelve (12) a distance of Two Hundred Sixty Six and Five Hundredths Feet (266.05') to the North Right of Way Line of the Illinois Central Railroad; thence North 77°07" West along the North Right of Way Line of said Railroad a distance of Five Thousand Four Hundred Twenty Seven and Seven Tenths Feet (5,427.7') to the West Line of the Southwest Quarter (SW¼) said Section One (1); thence North 00° 32' West along the West Line of said Section (1) a distance of Five Hundred Fifty and Seventy One Hundredths Feet (550.71') to the Point of Beginning.

The above parcel contains 115.46 acres in total

MCS Industrial Addition to Storm Lake, Iowa

AND

A PART OF THE SOUTH EAST QUARTER (SE¼) OF SECTION 2, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast (NE) corner of the Southeast Quarter (SE¼) of said Section 2; thence South 89°45'20" West along the North line of said Southeast Quarter (SE¼), a distance of 2,131.17 feet to a point on the Easterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence Southerly along the Easterly right of way line of said railroad on a curve whose short chord bearings are as follows: South 29°31'40" East, a distance of 57.05 feet; thence South 23°07'17" East, a distance of 601.83 feet; thence South 16°32'54" East, a distance of 56.08 feet; thence continuing along the Easterly line of said railroad right of way South 15°59'20" East, a distance of 675.12 feet to a point on the Northerly line of the Illinois Central Railroad right of way; thence South 89°44'44" East, along the Northerly line of said railroad, a distance of 824.23 feet; thence South 1°56'40" West, a distance of 238.22 feet; thence South 76°34'40" East, a distance of 872.88 feet to a point on the East line of said Southeast Quarter (SE¼); thence North along the East line of said Southeast Quarter (SE¼) a distance of 1,759.60 feet to the point of beginning containing 62.91 acres and subject to all easements of record.

The East line of the Southeast Quarter (SE¼) of said Section 2 is assumed to bear due North and South in the above description.

AMENDMENT NO. 1 AREA

All of the property within the corporate limits that is located South of Richland Avenue and East of Flint Drove. The area also includes the full right-of-way of all streets forming the boundary.

AMENDMENT NO. 2 AREA

A parcel in Buena Vista County, Iowa beginning at a point which is at the center of the intersection of the Canadian National Railroad right of way and Radio Road in Storm Lake, Iowa; thence South along the center line of Radio Road to the south right of way line of Highway 7; thence continuing South along the centerline of the County Road just West of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to a point that the center line intersects with the South line of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M.; thence East along a South line of the Northwest Quarter (NW $\frac{1}{4}$), Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M.; thence North along the East line of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to the point where that East line intersects with the South line of Highway 7; thence East along the South line of Highway 7 to the point where it intersects with the center line of Gilbert Street extended South across Highway 7; thence North along the center line of Gilbert Street to the point where that line intersects with the center line of the Canadian National Railroad right of way; thence Northwesterly along the center line of the Canadian National Railroad right of way to the point of beginning.

AMENDMENT NO. 3 AREA

A tract of land located in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa, and being more particularly described as follows:

Beginning at the Northwest (NW) Corner of Lot Seven (7), Block One (1), of Industrial Park Addition to Storm Lake; thence on a previously recorded bearing of North 90°00'00" East along the North line of said Lot Seven (7), 581.78 Feet to the West line of the East One Hundred Seventy-Five Feet (175') of said Lot Seven (7); thence North 00°10'50" West along the Northern extension of said West line of the East One Hundred Seventy-Five Feet (175'), 186.90 feet; thence South 90°00'00" West, 583.58 Feet to the East line of Lot Six (6), of said Block One (1); thence South 00°43'45" East, along said East line, 186.90 Feet to the point of beginning.

Tract contains 2.50 acres and is subject to all easements of record.

and

A tract of land located in the Southeast Quarter (SE¼) of Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the Northwest (NW) Corner of the Southeast Quarter (SE¼) of said Section 1; thence on a true bearing of South 00°21'07" East along the West line of said Southeast Quarter (SE¼), 930.76 Feet to the point of beginning; thence South 89°10'02" East 838.14 Feet; thence South 00°21'07" East, 645.29 Feet to the North line of the Industrial Park Addition to the City of Storm Lake; thence North 89°50'14" West, along said North line, 255.00 Feet; thence North 00°02'17" East, 186.90 Feet; thence North 89°47'21" West, 583.58 Feet to the East line of Lot Six (6), Block One (1) of said Industrial Park Addition; thence North 00°32'05" West, along said East line, 220.28 Feet to the Northeast (NE) Corner of said Lot Six (6); thence North 00°21'07" West, along the West line of the Southeast Quarter (SE¼), 247.44 Feet to the point of beginning. Hereafter referred to as Lot C of Lot B in Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.

Tract contains 10.00 acres and is subject to all easements of record; and

AMENDMENT NO. 4

No land added or removed.

AMENDMENT NO. 5

No land added or removed.

AMENDMENT NO. 6

No land added or removed.

WHEREAS, a proposed Amendment No. 7 to the Plan ("Amendment No. 7" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add land to the Urban Renewal Area and to authorize additional projects to be undertaken within the Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 7 adds land to the Urban Renewal Area, as follows:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW ¼) OF SECTION 1 TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) corner of the Southwest Quarter (SW ¼) of said Section 1; Thence South 00° 08' 18" East, along the East line of said Southwest Quarter (SW ¼), 131.94 feet to the Point of Beginning. Thence continuing South 00° 08' 18" East, along said West line, 798.82 feet; Thence South 74° 10' 45" West, 456.34 feet; Thence South 00° 08' 18" East, 120.00 feet to the North line of Block One (1), Industrial Park Addition to Storm Lake; Thence North 89° 35' 28" West, along said North line, 2201.55 feet to the West line of the Southwest Quarter (SW ¼); Thence North 00° 09' 20" West, along said West line, 1075.76 feet to the South line of the North eight (8) acres of the Southwest Quarter (SW ¼); Thence South 88° 57' 13" East, along said South line, 2641.68 feet to the Point of Beginning.

Hereafter known as Lot F in Section 1 Township 90 North, Range 37 West of the 5th P.M., Buena Vista, Iowa.

Tract contains 62.48 acres and is subject to all easements of record.

WHEREAS, the proposed Amendment No. 7 includes land classified as agricultural land and consequently written permission of the current owners has been obtained; and

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 7; and

WHEREAS, by resolution adopted on October 7, 2019, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 7 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 7 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the City Manager, or her delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 7 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Storm Lake Times, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 7, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 7 concerning the area of the City of Storm Lake, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 7 conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be an economic development and blighted area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 7 to the Storm Lake Industrial Park Urban Renewal Plan of the City of Storm Lake, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 7 to the Storm Lake Industrial Park Urban Renewal Plan for the City of Storm Lake, State of Iowa"; Amendment No. 7, including all of the exhibits attached thereto, is hereby in all respects approved; the Mayor and City Clerk are authorized to execute the Joint Agreement and to approve the executed Agricultural Land Agreements; and the City Clerk is hereby directed to file a certified copy of Amendment No. 7 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 7 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 7 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Buena Vista County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 7, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 4th day of November, 2019.

Mayor

ATTEST:

City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

EXHIBIT 1

STORM LAKE INDUSTRIAL PARK URBAN RENEWAL PLAN

AMENDMENT NO. 7

CITY OF STORM LAKE, IOWA

Original Area Adopted – 1991

Amendment No. 1 – 2004

Amendment No. 2 – 2010

Amendment No. 3 – 2013

Amendment No. 4 – 2015

Amendment No. 5 – 2016

Amendment No. 6 – 2017

Amendment No. 7 – 2019

LOCAL GOVERNMENT PROFESSIONAL SERVICES, INC.
DBA SIMMERING-CORY

AMENDMENT NO. 7
to
STORM LAKE INDUSTRIAL PARK
URBAN RENEWAL PLAN
CITY OF STORM LAKE, IOWA

The Storm Lake Industrial Park Urban Renewal Plan (“Plan”) for the Storm Lake Industrial Park Urban Renewal Area (“Area” or “Urban Renewal Area”), adopted in 1991, and amended in 2004, 2010, 2013, 2015, 2016, and 2017 is being further amended to, among other things, add land to the Urban Renewal Area and to authorize projects to be undertaken within the Urban Renewal Area by this Amendment No. 7 (“Amendment”).

The original Storm Lake Industrial Park Urban Renewal Area and each of its amendment areas may be referred to as Subareas in this Amendment. The property added by this Amendment No. 7 is called the Amendment No. 7 Subarea. The Subareas make up the Urban Renewal Area.

This Storm Lake Industrial Park Urban Renewal Plan, Amendment No. 7 repeats much of the Storm Lake Industrial Park Urban Renewal Plan Amendment No. 6, adopted in 2017. The material changes by this Amendment include the following:

- Updating the Project Objectives section (page 3);
- Updating the Project Activities section (page 4);
- Updating the Previously Authorized Urban Renewal Projects section (page 6);
- Adding new Eligible Urban Renewal Projects section (page 7);
- Updating the Financial Information section (page 10);
- Updating the Development Plan section (Page 11);
- Adding an Agricultural Land section (page 12);
- Adding a Joint City/County Agreement section (page 13);
- Adding land described as Amendment No. 7 Subarea; such Amendment No. 7 Subarea is described in Exhibit “A” (page 15) and illustrated in Exhibit “B” (page 16);
- Updating Exhibit “C,” a map of the entire Area, as amended (page 17);
- Adding Exhibit “D,” an Agricultural Land Owner Consent Agreement (page 18); and
- Adding Exhibit “E,” a Joint City/County Agreement (page 21).

Except as modified by this Amendment, the provisions of the original Storm Lake Industrial Park Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

DESCRIPTION OF THE URBAN RENEWAL AREA

A legal description of the property being added to the Urban Renewal Area, the Amendment No. 7 Subarea, is attached hereto as Exhibit “A.” A map of the land being added by Amendment No. 7 is attached hereto as Exhibit “B.” A map of the entire Urban Renewal Area, as amended, is attached hereto as Exhibit “C.”

AREA DESIGNATION

The Urban Renewal Area previously has been designated as a mixed area for the remediation of blight and promotion of economic development (commercial and industrial) activities. The Amendment No. 7 Subarea contains land that is assessed as agricultural land, which land is not a “blighted area” as defined in *Code of Iowa* Section 403.17(5). However, with respect to the Amendment No. 7 Subarea, the City hereby finds this Subarea appropriate for economic development (commercial and industrial) activities and is including the Amendment No. 7 Subarea in the Urban Renewal Area as only an economic development area. Together these findings continue to support the designation of the entire Urban Renewal Area, excluding the Amendment No. 7 Subarea, which is only designated as an economic development area, as a mixed area appropriate for the remediation of blight and the promotion of economic development (commercial and industrial) activities.

PROJECT OBJECTIVES

Renewal activities are designed to provide opportunities and incentives for community development purposes including new and expanded commercial and industrial development as well as revitalization and alleviation of blighting conditions. More specific objectives include:

1. To achieve a diversified, well balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
2. To plan and provide sufficient land for commercial, residential, and industrial development in a manner that is efficient from the standpoint of providing municipal services.
3. To provide for the installation of public works and facilities, which contribute to the revitalization of the Area.
4. To eliminate blighting influences and promote revitalization, through public action and commitment, or by providing incentives to private persons or businesses, to acquire, rehabilitate, renovate, demolish, and/or redevelop existing structures or property.
5. To stimulate through public action and commitment, private investment in residential development as part of blight remediation activities. The City realizes that the availability of affordable, decent, safe, and sanitary housing is important to the overall economic viability of the community.
6. To encourage commercial and industrial growth and expansion through governmental policies which make it economically feasible to do business.
7. To provide a more marketable and attractive investment climate through the use of various federal, state, and local incentives.

8. To stimulate, through public action and commitment, private investment in commercial and industrial expansion.
9. To help develop a sound economic base that will serve as the foundation for future growth and development.
10. To provide facilities offering diversified and expanded recreational opportunities, which will help improve the quality of life and contribute to the overall viability of the community.
11. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
12. To enhance the Storm Lake community by fostering an entrepreneurial climate, diversifying the local economy, encouraging opportunities for new businesses, and supporting retention of existing businesses.
13. To provide for the installation and upgrade of public works, infrastructure, including but not limited to, storm water collection and conveyance system, sanitary sewer facilities, water utility infrastructure, pedestrian pathways (sidewalks and trails), roads, and related facilities which alleviate blighting influences and contribute to the sound economic development of the Area.
14. To preserve the health, safety, living environment, general character, and general welfare of the City of Storm Lake, Iowa.
15. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan, as amended, and to encourage the development of the Area, as amended, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa* including, but not limited to, tax increment financing. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.

3. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear, or prepare the property for redevelopment.
4. To dispose of property that has been acquired.
5. To undertake blight remediation activities.
6. To demolish structures and to clear the land for future development so as to revitalize the Area and alleviate blighting conditions.
7. To make loans, forgivable loans, grants, tax rebate payments or other types of grants or incentives to private persons or businesses for economic development, revitalization, or blight remediation purposes, on such terms as may be determined by the City Council.
8. To finance programs which will directly benefit housing conditions and promote the availability of housing in the community.
9. To arrange for or cause to be provided the construction, expansion, or repair of public infrastructure including, but not limited to, streets and sidewalks, traffic lights, pedestrian safety measures, water mains, sanitary sewers, storm sewers, public utilities, bike and walking trails, landscaping, or other recreational facilities and activities in connection with urban renewal project which serve to revitalize the area and alleviate blighting conditions, or promote economic development in the Area.
10. To borrow money and to provide security therefor.
11. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
12. To use tax increment financing for a number of purposes, including but not limited to, achieving a more marketable and competitive land offering price and providing for necessary physical improvements and infrastructure.
13. To use tax increment revenues to help leverage grants, loans, or other assistance from state and federal governments (such as providing the local match for such assistance) in support of projects or businesses that advance the objectives of this Plan, as amended.
14. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Storm Lake and the State of Iowa.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan, as amended.

PREVIOUSLY AUTHORIZED URBAN RENEWAL PROJECTS

Various Urban Renewal Projects were authorized prior to this Amendment No. 7 and are continuing. Such previously authorized urban renewal projects include, but are not limited to:

- Honda Shop Development. This project was added in Amendment No. 2 and is no longer being pursued. As of this Amendment the project is being removed from the list of eligible projects.
- Meridian Manufacturing Development. This project was added in Amendment No. 3 and is no longer being pursued. As of this Amendment the project is being removed from the list of eligible projects.
- Condominium Redevelopment. This project was added in Amendment No. 3 and is being removed from the list of eligible projects. The FB Storm Lake II Condo Development Project authorized in Amendment No. 5 has replaced this project.
- McKenna Drive Water and Sewer. This project was added in Amendment No. 3 and is complete. The City has \$647,637.50 of outstanding certified debt remaining on this project.
- King's Pointe Resort, Project AWAYSSIS. This project was added in Amendment No. 3 and is complete. The City has \$18,586,468 in certified debt currently outstanding on this project.
- Gold Wing Drive. This project was added in Amendment No. 3 and has not started as of this Amendment. The City still anticipates that the project will move forward over the next few years. With this Amendment the City is authorizing additional funds for this project. Please see the Eligible Urban Renewal Projects section on page 8.
- Memorial Road Resurfacing. This project was added with Amendment No. 3 and has not started as of this Amendment. The City anticipates that this project will still occur but costs for the project have increased. With this Amendment the City is authorizing additional funds for this project. Please see the Eligible Urban Renewal Projects section on page 9.
- Expansion Boulevard Storm Water Project. This project was added with Amendment No. 3 and as of this Amendment the project has been completed. The City has \$1,027,762 in outstanding debt related to this project.
- Expansion Boulevard Sanitary Sewer Project. This project was added with Amendment No. 3 and as of this Amendment has not yet been started. The City anticipates that this project will still occur but costs for the project have increased. With this Amendment the City is authorizing additional funds for the project. Please see the Eligible Urban Renewal Projects section on page 9.
- Acquisition and Demolition of Dilapidated Structures. This project was identified in Amendment No. 3 and is still ongoing at this time. The City expects to have a continued

need for this project in the future. There is currently no outstanding debt that has been certified for this project.

- HWY 7 Development Agreements. This project was identified in Amendment No. 3 and is ongoing. There is no debt currently certified on this project.
- Orton Development, LLC. This project was added in Amendment No. 4 and is being removed from the list of eligible projects. The FB Storm Lake II Condo Development Project authorized in Amendment No. 5 has replaced this project.
- Entrance Roads and Sidewalk Along Sunrise Park Road. This project is underway, and the City anticipates that it will be completed in the next year or two. With this Amendment the City is authorizing additional funds for the project. Please see the Eligible Urban Renewal Projects section on page 9.
- FB Storm Lake II, LLC. This project was added in Amendment No. 5 and is ongoing. The City anticipates the project will continue over the next few years. Currently there is no debt certified on this project.
- King's Pointe Remodel. The City added this project in Amendment No. 6. The project is ongoing and currently the City has outstanding certified debt of \$108,000 for this project. The project will continue over the next few years and additional debt is anticipated.
- Outdoor Waterpark Concrete. The City added this project in Amendment No. 6. The project is still ongoing. Currently the City has no certified debt outstanding on this project. The City anticipates the project will continue over the next few years.
- Memorial Park Storm Water Improvements. This project was added in Amendment No. 6 and still outstanding. There is currently no outstanding debt certified against this project. The City does anticipate that this project will continue.

Collectively, as of the date of this Amendment, certified debt on these projects is approximately \$20,492,565.50. Other previously authorized projects that have not yet begun are still planned as outlined in previous amendments and are expected to add to the amount of certified debt as they are undertaken.

ELIGIBLE URBAN RENEWAL PROJECTS (Amendment No. 7)

Although certain project activities may occur over a period of years, in addition to projects previously authorized in the Plan, as previously amended, the eligible urban renewal projects under this Amendment No. 7 include:

1. Public Improvements.

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds	Rationale
Sanitary Sewer Lining Project	2019-2022	\$400,000	Improvements to the existing sanitary sewer collection system are needed to ensure a consistent and reliable utility by which to transport wastewater to Memorial Lift Station and ultimately the City's wastewater treatment facility.

			The existing lines are older, and the City believes that lining the pipes at this time can prolong their life while reducing the impacts of inflow and infiltration to the system and businesses within the Area.
Water Line Extensions	2019-2022	\$200,000	To facilitate the future growth of the area, including the proposed project by Tyson Fresh Meats (or a related entity), the City needs to extend water mains to allow the City to service the new facilities and provide an adequate supply of water for fire protection.
Expansion Boulevard Road Improvements	2019-2022	\$700,000	The City anticipates additional heavy truck traffic coming in and out of the new Tyson Fresh Meats (or a related entity) feed mill facility. This project will improve the road surface to better facilitate the increased traffic and heavier loads.
Memorial Lift Station Improvements	2020-2025	\$2,500,000	The City anticipates utilizing available increment to provide for improvements to Memorial Lift Station. It was originally constructed in 1983, and is one of the City's main lift stations responsible for delivering over half of the City's sanitary sewer flow to their treatment plant, including serving the Urban Renewal Area. The lift station is in need of process improvements and rehabilitation of key elements to ensure that it can meet the demand of existing and proposed new developments in the Area.

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds	Rationale
Gold Wing Drive Frontage Road	2020-2026	\$700,000 (In addition to funds previously allocated in Amendment No. 3.)	This project would construct a new frontage road to improve access to and promote the future development of land owned by the City on the south side of HWY 7/Business HWY 71.
Memorial Road Resurfacing Project	2020-2026	\$1,100,000 (In addition to funds previously allocated in Amendment No. 3.)	This project will resurface an existing gravel road to a hard surface street more suitable for traffic common to developed areas. Recent developments in the area as well as future projected development will increase traffic on this road and the need for a hard surface street to eliminate costly maintenance and negative impacts to neighboring businesses.
Expansion Blvd. Sanitary Sewer from Gilbert Street to HWY 71 and along HWY 71.	2020-2030	\$1,800,000 (In addition to funds previously allocated in Amendment No. 3.)	The proposed project will extend municipal sanitary sewer service to the undeveloped portion of the City's industrial park providing for the future development of the area and opening up additional area for future development along HWY 71. The project includes the construction of sanitary sewer collection mains and a lift station.
Sunrise Park Road Entrance Roads and Sidewalk.	2019-2021	\$450,000 (In addition to funds previously allocated in Amendment No. 5.)	The City is providing two-way access on City-owned property to a blight remediation project that will support growth of housing within the community.
Note: It may be that the above costs will be reduced by the application of state and/or federal grants or programs; cost-sharing agreements with other entities; or other available sources of funds.			

2. Development Agreements: The City expects to consider requests for Development Agreements for the following projects that are consistent with this Plan, in the City's sole discretion.

A. *Tyson Fresh Meats (or a related entity):* The City expects to consider providing incentives to assist Tyson Fresh Meats (or a related entity) (the "developer") in the development of a new feed mill processing facility. The new facility would replace their current facility which is located within a block of the central business district creating traffic flow issues along with noise and odor issues within the heart of the City. The developer is proposing to invest approximately \$37,000,000 in the new facility. The developer anticipates creating 15 new jobs and the retention of 12. Construction is

expected to start in 2019 and be completed in 2020. The City anticipates making grants to the developer in the form of rebates of incremental taxes generated by the project, not to exceed \$250,000, subject to the terms and conditions of a detailed development agreement. These rebates will not be general obligations of the City but will be payable solely from the incremental taxes generated by the project.

B. *Future Development Agreements:* The City expects to consider requests for Development Agreements for projects that are consistent with this Plan, as amended, in the City's sole discretion. Such agreements are unknown at this time, but based on past history and dependent on development opportunities and climate the City expects to consider a broad range on incentives as authorized by this Plan, as amended, including, but not limited to, land, loans, grants, tax rebates, public infrastructure assistance, and other incentives. The costs of such development agreements will not exceed \$500,000.

3. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds
Fees & Costs	Undetermined	Not to Exceed \$25,000

FINANCIAL INFORMATION

1.	July 1, 2019 Constitutional Debt Limit:	\$25,068,438.00
2.	Outstanding General Obligation Debt:	\$19,820,582.00
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 7) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment No. 7) as described above and be funded by TIF funds will be approximately as stated in the next column:	\$8,625,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the area.

DEVELOPMENT PLAN

Storm Lake has a general plan for the physical development of the City, as a whole, outlined in the Storm Lake Comprehensive Plan that was adopted by the City Council in February 2013.

The goals, objectives, and projects proposed in this Urban Renewal Plan, as amended, are consistent with the City's Comprehensive Plan.

The Amendment No. 7 Subarea is in the process of being annexed into the City. Upon the completion of the annexation process the City is proposing that the land be zoned GI, General Industrial, which is appropriate for the proposed development.

This Amendment No. 7 does not in any way replace the City's current land use planning or zoning regulation process.

URBAN RENEWAL FINANCING

The City intends to utilize various financing tools, such as those described below, to successfully undertake eligible urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area, as amended. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements or urban renewal projects within the Area, as amended, or incentives for development consistent with this Plan, as amended. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be that the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area, as amended.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in the Plan, as amended. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any

event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

PROPERTY ACQUISITION/DISPOSITION

Notwithstanding prior plan provisions, the City will follow any and all applicable requirements for the acquisition and disposition of property upon terms and conditions in the discretion of the City Council.

RELOCATION

The City does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

PROPERTY WITHIN AN URBAN REVITALIZATION AREA

The Urban Renewal Area may (now or in the future) also be located within an established Urban Revitalization Area. The Storm Lake City Council, at its sole discretion, shall determine which incentives are available through either: (a) this Plan for urban renewal incentives, if any urban renewal incentives are offered by the City, at the City Council's sole discretion; or (b) tax abatement incentives through Urban Revitalization but no individual or entity shall be eligible for both (a) and (b).

STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform with State and local laws will be complied with by the City in implementing this Urban Renewal Plan, as amended, and its supporting documents.

AGRICULTURAL LAND

Because the Urban Renewal Area contains land that is defined as "agricultural land" by the *Code of Iowa* Section 403.17(3), the City and the agricultural land owner have entered into an agreement in which the agricultural land owner agrees to allow the City to include real property, defined as "agricultural land," in the Urban Renewal Area. A copy of this agreement is attached as Exhibit "D." The original signed agreements are on file at the City Clerk's office.

JOINT CITY/COUNTY AGREEMENT

In accordance with Section 403.17 of the *Code of Iowa*, a City may exercise urban renewal powers with respect to property which is located outside, but within two miles of the boundary of a City only if the City obtains the consent of the County within which such property is located. A Joint Agreement has been executed by the City of Storm Lake and Buena Vista County, which gives the City permission to include land, which is outside city limits, in the Storm Lake Industrial Park Urban Renewal Area. A copy of such Joint City/County Agreement is attached hereto as Exhibit "E." The original signed Joint Agreement is on file at City Hall.

REPEALER AND SEVERABILITY CLAUSE

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed. If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

URBAN RENEWAL PLAN AMENDMENTS

The Urban Renewal Plan may be amended from time to time for a variety of reasons, including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying goals or types of renewal activities.

The City Council may amend this Plan in accordance with applicable State law.

EFFECTIVE PERIOD

This Amendment No. 7 will become effective upon its adoption by the City Council and will remain in effect until it is repealed by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council.

There is no expiration date on the collection of tax increment in the Original Subarea because it is a mixed area for the remediation of blight and the promotion of economic development (commercial and industrial). With respect to the property included within the Amendment No. 7 Subarea, which is also included in an ordinance which designates that property as a tax increment area based on an economic development finding, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, is limited to twenty (20) years beginning with the first calendar year following the calendar year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within a TIF Ordinance of the Amendment No. 7 Subarea.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out within the Urban Renewal area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

EXHIBIT A
LAND TO BE ADDED BY AMENDMENT NO. 7
STORM LAKE INDUSTRIAL PARK URBAN RENEWAL AREA

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW ¼) OF SECTION 1 TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) corner of the Southwest Quarter (SW ¼) of said Section 1; Thence South 00° 08' 18" East, along the East line of said Southwest Quarter (SW ¼), 131.94 feet to the Point of Beginning. Thence continuing South 00° 08' 18" East, along said West line, 798.82 feet; Thence South 74° 10' 45" West, 456.34 feet; Thence South 00° 08' 18" East, 120.00 feet to the North line of Block One (1), Industrial Park Addition to Storm Lake; Thence North 89° 35' 28" West, along said North line, 2201.55 feet to the West line of the Southwest Quarter (SW ¼); Thence North 00° 09' 20" West, along said West line, 1075.76 feet to the South line of the North eight (8) acres of the Southwest Quarter (SW ¼); Thence South 88° 57' 13" East, along said South line, 2641.68 feet to the Point of Beginning.

Hereafter known as Lot F in Section 1 Township 90 North, Range 37 West of the 5th P.M., Buena Vista, Iowa.

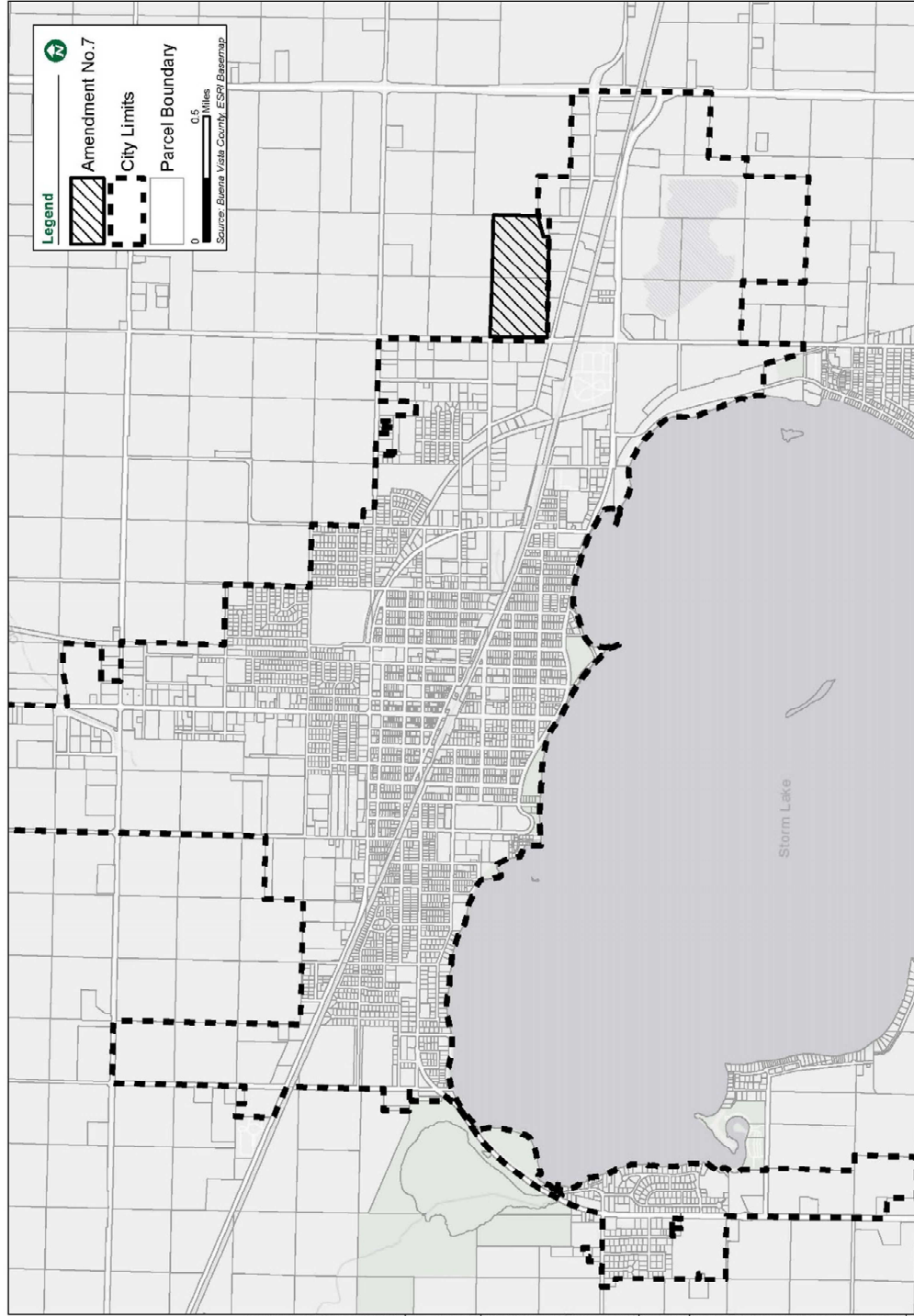
Tract contains 62.48 acres and is subject to all easements of record.

EXHIBIT B **STORM LAKE INDUSTRIAL PARK URBAN RENEWAL AREA** **MAP LAND ADDED BY AMENDMENT NO. 7**



Storm Lake Industrial Park - Exhibit B
 September 2019

Land Added by Amendment No. 7



Map Document: \arcserve\1\GIS\SLK UrbanRenewalMap\2019\SLK UrbanRenewalMap ExhibitB.mxd | Date Saved: 9/8/2019 8:14:54 AM

EXHIBIT C

STORM LAKE INDUSTRIAL PARK URBAN RENEWAL AREA

MAP SHOWING ALL SUBAREAS (2019)

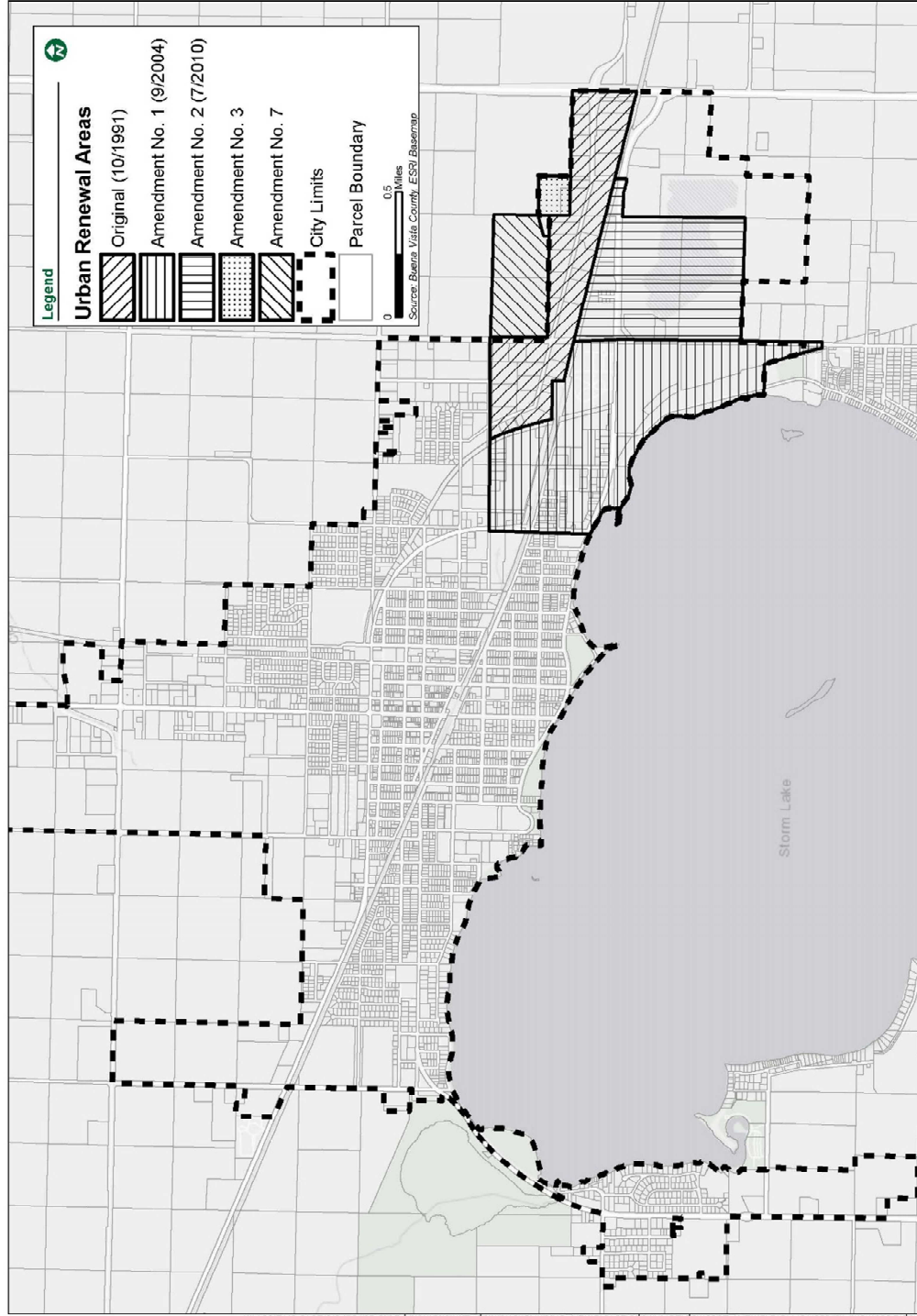


EXHIBIT D
AGRICULTURAL LAND CONSENT
AGREEMENT TO INCLUDE AGRICULTURAL LAND IN THE
STORM LAKE INDUSTRIAL PARK URBAN RENEWAL AREA, AS AMENDED

WHEREAS, the City of Storm Lake, Iowa, (the “City”) has proposed to amend the Storm Lake Industrial Park Urban Renewal Plan (“Plan”) for the Storm Lake Industrial Park Urban Renewal Area (the “Urban Renewal Area”), pursuant to Chapter 403 of the *Code of Iowa*, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of land to be included in the Urban Renewal Area will contain certain property owned by the undersigned Agricultural Land Owner; and

WHEREAS, Section 403.17(10) of the *Code of Iowa* provides that no property may be included in an urban renewal area which meets the definition of “agricultural land,” in Section 403.17(3) until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that a portion of the property proposed to be added to the Urban Renewal Area and owned by the Agricultural Land Owner listed below meets the definition of “agricultural land” in Section 403.17(3) of the *Code of Iowa*;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain property proposed to be added to the Urban Renewal Area, as amended, and agrees that the City of Storm Lake, Iowa, may include such property within the Urban Renewal Area, as amended. A legal description and map of the agricultural land to which consent is being given is attached as part of this Exhibit.

2. The Agricultural Land Owner further authorizes the governing body of the City of Storm Lake, Iowa, to pass any resolution or ordinance necessary to designate such property as part of the Urban Renewal Area under Chapter 403 of the *Code of Iowa*, and to proceed with activities authorized under said Chapter.

DATED this ____ day of _____, 2019.

Name of Agricultural Landowner: Patrick L. Sand

Signature

Date: _____

Witness:

Date: _____

LEGAL DESCRIPTION AND MAP OF LAND CONSENTED TO BE ADDED TO THE
STORM LAKE INDUSTRIAL PARK URBAN RENEWAL AREA

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW ¼) OF
SECTION 1, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M.,

**BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:**

Commencing at the Northeast (NE) corner of the Southwest Quarter (SW¹/₄) of said Section 1; Thence South 00° 08' 18" East, along the East line of said Southwest Quarter (SW ¹/₄), 131.94 feet to the Point of Beginning. Thence continuing South 00° 08' 18" East, along said East line, 798.82 feet; Thence South 74° 10' 45" West, 456.34 feet; Thence South 00° 08' 18" East, 120.00 feet to the North line of Block One (1), Industrial Park Addition to Storm Lake; Thence North 89° 35' 28" West, along said North line, 2201.55 feet to the West line of the Southwest Quarter (SW ¹/₄); Thence North 00° 09' 20" West, along said West line, 1075.76 feet to the South line of the North eight (8) acres of the Southwest Quarter (SW ¹/₄); Thence South 88° 57' 13" East, along said South line, 2641.68 feet to the Point of Beginning.

Hereafter known as Lot F in Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista, Iowa.

EXHIBIT E

JOINT AGREEMENT

WHEREAS, the City of Storm Lake, State of Iowa, (the "City") desires to amend an urban renewal area to include property within two miles, but outside the corporate limits, of the City for the purpose of participating in an urban renewal project; and

WHEREAS, the City Council of the City has reviewed the Storm Lake Industrial Park Urban Renewal Plan, as amended, for the Storm Lake Industrial Park Urban Renewal Area, as amended, and has determined that the amendment of the area by a proposed Amendment No. 7 to the Storm Lake Industrial Urban Renewal Plan, and completion of the projects described therein are in the best interests of the City; and

WHEREAS, Iowa Code Section 403.17(4) requires a "joint agreement" between the City and the County before the City can proceed with said project.

NOW THEREFORE, BUENA VISTA COUNTY, STATE OF IOWA AND THE CITY OF STORM LAKE, STATE OF IOWA, AGREE AS FOLLOWS:

1. The Board of Supervisors of Buena Vista County, State of Iowa hereby agrees and authorizes the City of Storm Lake, State of Iowa, to proceed with the amendment of the Storm Lake Industrial Park Urban Renewal Area as described in Amendment No. 7 to the Storm Lake Industrial Park Urban Renewal Plan, as amended, and the undertaking of urban renewal projects described therein within two miles, but outside the corporate limits, of the City.

2. This "joint agreement" is intended to meet the requirements of Iowa Code Chapter 403.17(4) with respect to the amendment of the Storm Lake Industrial Park Urban Renewal Area in the City, to include property located within two miles, but outside the corporate limits, of the City, in the Urban Renewal Area.

3. This Joint Agreement has been duly authorized by the governing bodies of Buena Vista County, State of Iowa and the City of Storm Lake, State of Iowa.

PASSED AND APPROVED this _____ day of _____, 2019.

[Signature pages follow]

BUENA VISTA COUNTY, STATE OF IOWA

Paul Merten, Chairperson, Board of
Supervisors

ATTEST:

Susan K. Lloyd, County Auditor

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2019, before me a Notary Public in and for the State of Iowa, personally appeared Paul Merten and Susan K. Lloyd to me personally known, who being duly sworn, did say that they are the Chairperson and Secretary, respectively, of Buena Vista County, State of Iowa, a political subdivision, and that the seal affixed to the foregoing instrument is the seal of said political subdivision, and that said instrument was signed and sealed on behalf of said political subdivision by authority and resolution of its Board of Supervisors, and said Chairperson and Secretary acknowledged said instrument to be the free act and deed of said political subdivision by it voluntarily executed.

Notary Public in and for Buena Vista County, Iowa

PASSED AND APPROVED this _____ day of _____, 2019.

CITY OF STORM LAKE, STATE OF IOWA

Michael Porsch, Mayor

ATTEST:

Mayra Martinez, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BUENA VISTA)

On this _____ day of _____, 2019, before me a Notary Public in and for said County, personally appeared Michael Porsch and Mayra Martinez to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Storm Lake, State of Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City

Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Buena Vista County, Iowa

Staff Summary

11/4/2019

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. 03-O-2019-2020 Consideration Of Ordinance For The Division Of Revenues Under Section 403.19, Code Of Iowa, For Amendment No. 7 To The Storm Lake Industrial Park Urban Renewal Plan**

BACKGROUND: Tyson Fresh Meats (Developer) is expected to construct a new feed mill processing facility. The new facility would replace their current facility which is located in the Central Business District. The Developer is proposing to invest over \$37,000,000 in the new facility and create 15 new jobs in addition to the current 12 jobs. Construction is expected to start in 2019.

Amendment No. 7 to the Industrial Park Urban Renewal Area includes a tax rebate to not exceed \$250,000 and \$1,300,000 infrastructure improvements on Expansion Boulevard.

FISCAL IMPACT: N/A

RECOMMENDATION: First Reading- November 4
Second Reading- November 18
Third Reading- December 2

ATTACHMENTS:

Description	Type
Ordinance No. 03-O-2019-2020	Ordinance

ORDINANCE NO. 03-O-2019-2020

AN ORDINANCE AMENDING ORDINANCE NOS. 5-0-91-92, 11-0-2004-2005, AND 01-0-2010-2011, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED STORM LAKE INDUSTRIAL PARK URBAN RENEWAL AREA, IN THE CITY OF STORM LAKE, COUNTY OF BUENA VISTA STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF STORM LAKE, COUNTY OF BUENA VISTA, STORM LAKE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE AMENDED STORM LAKE INDUSTRIAL PARK URBAN RENEWAL AREA (**AMENDMENT NO. 7 TO THE STORM LAKE INDUSTRIAL PARK URBAN RENEWAL PLAN**)

WHEREAS, the City Council of the City of Storm Lake, State of Iowa, has heretofore, in Ordinance Nos. 5-0-91-92, 11-0-2004-2005, and 01-0-2010-2011, provided for the division of taxes within the Storm Lake Industrial Park Urban Renewal Area ("Area" or "Urban Renewal Area"), pursuant to Section 403.19, Code of Iowa; and

WHEREAS, additional territory now has been added to the Urban Renewal Area through the adoption of Amendment No. 7 to the Storm Lake Industrial Park Urban Renewal Plan; and

WHEREAS, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the amended Urban Renewal Area, and the continuing needs of redevelopment within the amended Urban Renewal Area are such as to require the continued application of the incremental tax resources of the amended Urban Renewal Area; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

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

Ordinance Numbers 5-0-91-92, 11-0-2004-2005, and 01-0-2010-2011 are hereby amended to read as follows:

Section 1. For purposes of this Ordinance, the following terms shall have the following meanings:

(a) Original Area means that portion of the City of Storm Lake, State of Iowa, described in the Urban Renewal Plan for the Storm Lake Industrial Park Urban Renewal Area approved by

Resolution No. 33-R-91-92 on the 16th day of September, 1991, which Original Area includes the lots and parcels located within the area legally described as follows:

A part of the South Half (S1/2) of Section One (1), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.) lying North of the Illinois Central Railroad, and a part of the Northeast Quarter (NE¼) of Section (12), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.) lying North of the Illinois Central Railroad, more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter (SW¼) Section One (1), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.), thence 00°32' East along the West Line of said Southwest Quarter (SW¼) a distance of One Thousand Two Hundred Seven and Seven Tenths Feet (1,207.70') to the Point of Beginning; thence North 90°00' East a distance of Two Thousand Six Hundred Forty Two and Six Hundredths Feet (2,642.06') to the North-South Centerline of said Section One (1); thence South 00°34' East along the North-South Centerline of said Section One (1), a distance of Four Hundred Seven and Eighteen Hundredths Feet (407.18'); thence North 90°00' East a distance of Two Thousand Six Hundred Thirty Eight and Seventy Two Hundredths Feet (2,638.72') to the East Line of said Section One (1); thence South 00°31' East along the East Line of said Section (1) a distance of One Thousand Eighty Seven and Seven Tenths Feet (1,087.7') to the Southeast Corner of said Section One (1), said Point also being the Northeast Corner of Section Twelve (12), Township Ninety North (T 90 N), Range Thirty Seven West (R 37 W) of the Fifth Principal Meridian (5th P.M.); thence South 00°20'20" East along the East Line of said Northeast Quarter (NE¼) Section Twelve (12) a distance of Two Hundred Sixty Six and Five Hundredths Feet (266.05') to the North Right of Way Line of the Illinois Central Railroad; thence North 77°07" West along the North Right of Way Line of said Railroad a distance of Five Thousand Four Hundred Twenty Seven and Seven Tenths Feet (5,427.7') to the West Line of the Southwest Quarter (SW¼) said Section One (1); thence North 00° 32' West along the West Line of said Section (1) a distance of Five Hundred Fifty and Seventy One Hundredths Feet (550.71') to the Point of Beginning.

The above parcel contains 115.46 acres in total

MCS Industrial Addition to Storm Lake, Iowa

AND

A PART OF THE SOUTH EAST QUARTER (SE¼) OF SECTION 2, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast (NE) corner of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 2; thence South 89°45'20" West along the North line of said Southeast Quarter (SE $\frac{1}{4}$), a distance of 2,131.17 feet to a point on the Easterly right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence Southerly along the Easterly right of way line of said railroad on a curve whose short chord bearings are as follows: South 29°31'40" East, a distance of 57.05 feet; thence South 23°07'17" East, a distance of 601.83 feet; thence South 16°32'54" East, a distance of 56.08 feet; thence continuing along the Easterly line of said railroad right of way South 15°59'20" East, a distance of 675.12 feet to a point on the Northerly line of the Illinois Central Railroad right of way; thence South 89°44'44" East, along the Northerly line of said railroad, a distance of 824.23 feet; thence South 1°56'40" West, a distance of 238.22 feet; thence South 76°34'40" East, a distance of 872.88 feet to a point on the East line of said Southeast Quarter (SE $\frac{1}{4}$); thence North along the East line of said Southeast Quarter (SE $\frac{1}{4}$) a distance of 1,759.60 feet to the point of beginning containing 62.91 acres and subject to all easements of record.

The East line of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 2 is assumed to bear due North and South in the above description.

(b) Amendment No. 1 Area means that portion of the City of Storm Lake, State of Iowa, described in Amendment No. 1 to the Urban Renewal Plan for the Storm Lake Industrial Park Urban Renewal Area approved by Resolution No. 25-R-2004-2005 on the 18th day of October, 2004, which Amendment No. 1 Area includes the lots and parcels located within the area legally described as follows:

All of the property within the corporate limits that is located South of Richland Avenue and East of Flint Drove. The area also includes the full right-of-way of all streets forming the boundary.

(c) Amendment No. 2 Area means that portion of the City of Storm Lake, State of Iowa, described in Amendment No. 1 to the Urban Renewal Plan for the Storm Lake Industrial Park Urban Renewal Area approved by Resolution No. 07-R-2010-2011 on the 19th day of July, 2010, which Amendment No. 2 Area includes the lots and parcels located within the area legally described as follows:

A parcel in Buena Vista County, Iowa beginning at a point which is at the center of the intersection of the Canadian National Railroad right of way and Radio Road in Storm Lake, Iowa; thence South along the center line of Radio Road to the south right of way line of Highway 7; thence continuing South along the centerline of the County Road just West of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to a point that the center line intersects with the South line of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M.; thence East along a South line of the Northwest Quarter (NW $\frac{1}{4}$), Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37)

West of the 5th P.M.; thence North along the East line of the Northwest Quarter (NW¼) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. to the point where that East line intersects with the South line of Highway 7; thence East along the South line of Highway 7 to the point where it intersects with the center line of Gilbert Street extended South across Highway 7; thence North along the center line of Gilbert Street to the point where that line intersects with the center line of the Canadian National Railroad right of way; thence Northwesterly along the center line of the Canadian National Railroad right of way to the point of beginning.

(d) Amendment No. 3 Area shall mean that portion of the City of Storm Lake, State of Iowa, described in Amendment No. 3 to the Urban Renewal Plan for the Storm Lake Industrial Park Urban Renewal Area approved by Resolution No. 36-R-2013-2014 on the 18th day of November, 2013, which Amendment No. 3 Area includes the lots and parcels located within the area legally described as follows:

A tract of land located in the Southwest Quarter of the Southeast Quarter (SW¼SE¼) of Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa, and being more particularly described as follows:

Beginning at the Northwest (NW) Corner of Lot Seven (7), Block One (1), of Industrial Park Addition to Storm Lake; thence on a previously recorded bearing of North 90°00'00" East along the North line of said Lot Seven (7), 581.78 Feet to the West line of the East One Hundred Seventy-Five Feet (175') of said Lot Seven (7); thence North 00°10'50" West along the Northern extension of said West line of the East One Hundred Seventy-Five Feet (175'), 186.90 feet; thence South 90°00'00" West, 583.58 Feet to the East line of Lot Six (6), of said Block One (1); thence South 00°43'45" East, along said East line, 186.90 Feet to the point of beginning.

Tract contains 2.50 acres and is subject to all easements of record.

and

A tract of land located in the Southeast Quarter (SE¼) of Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the Northwest (NW) Corner of the Southeast Quarter (SE¼) of said Section 1; thence on a true bearing of South 00°21'07" East along the West line of said Southeast Quarter (SE¼), 930.76 Feet to the point of beginning; thence South 89°10'02" East 838.14 Feet; thence South 00°21'07" East, 645.29 Feet to the North line of the Industrial Park Addition to the City of Storm Lake; thence North 89°50'14" West, along said North line, 255.00 Feet; thence North 00°02'17" East, 186.90 Feet; thence North 89°47'21" West, 583.58 Feet to the East line of Lot Six (6), Block One (1) of said Industrial Park Addition; thence North 00°32'05" West, along said East line, 220.28 Feet to the Northeast (NE) Corner of said Lot Six (6); thence North 00°21'07" West, along the West line of the Southeast Quarter (SE¼), 247.44 Feet to the point of beginning.

Hereafter referred to as Lot C of Lot B in Section 1, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa.

Tract contains 10.00 acres and is subject to all easements of record

(e) Amendment No. 4 did not add or remove land from the ordinance.

(f) Amendment No. 5 did not add or remove land from the ordinance.

(g) Amendment No. 6 did not add or remove land from the ordinance.

(h) Amendment No. 7 Area means that portion of the City of Storm Lake, State of Iowa, described in Amendment No. 1 to the Urban Renewal Plan for the Storm Lake Industrial Park Urban Renewal Area approved by Resolution No. _____ on the 4th day of November, 2019, which Amendment No. 7 Area includes the lots and parcels located within the area legally described as follows:

(¼) OF SECTION 1 TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) corner of the Southwest Quarter (SW ¼) of said Section 1; Thence South 00° 08' 18" East, along the East line of said Southwest Quarter (SW ¼), 131.94 feet to the Point of Beginning. Thence continuing South 00° 08' 18" East, along said West line, 798.82 feet; Thence South 74° 10' 45" West, 456.34 feet; Thence South 00° 08' 18" East, 120.00 feet to the North line of Block One (1), Industrial Park Addition to Storm Lake; Thence North 89° 35' 28" West, along said North line, 2201.55 feet to the West line of the Southwest Quarter (SW ¼); Thence North 00° 09' 20" West, along said West line, 1075.76 feet to the South line of the North eight (8) acres of the Southwest Quarter (SW ¼); Thence South 88° 57' 13" East, along said South line, 2641.68 feet to the Point of Beginning.

Hereafter known as Lot F in Section 1 Township 90 North, Range 37 West of the 5th P.M., Buena Vista, Iowa.

Tract contains 62.48 acres and is subject to all easements of record.

(i) Amended Area means that portion of the City of Storm Lake, State of Iowa, included described in Section 1, subsections (a)-(h).

Section 2. The taxes levied on the taxable property in the Amended Area, legally described in Section 1 hereof, by and for the benefit of the State of Iowa, County of Buena Vista, Iowa, Storm Lake Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 3. As to the Original Area, that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in

the Original Area upon the total sum of the assessed value of the taxable property in the Original Area as shown on the assessment roll as of January 1, 1990, being the first day of the calendar being January 1 of the calendar year preceding the effective date of Ordinance No. 5-0-91-92, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such area.

As to Amendment No. 1 Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2003, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effect date of Ordinance No. 11-0-2004-2005.

As to Amendment No. 2 Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2009, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effect date of Ordinance No. 01-0-2010-2011.

As to Amendment No. 3 Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2018, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effect date of this Ordinance.

As to Amendment No. 7 Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2018, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effect date of this Ordinance.

Section 4. That portion of the taxes each year in excess of the base period taxes for the Amended Area, determined for each sub-area thereof as provided in Section 3 of this Ordinance, shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of Storm Lake, State of Iowa, to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12, Code of Iowa, incurred by the City of Storm Lake, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, as amended, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Amended Area without any limitation as hereinabove provided.

Section 5. Unless or until the total assessed valuation of the taxable property in the areas of the Amended Area exceeds the total assessed value of the taxable property in the areas shown by the assessment rolls referred to in Section 3 of this Ordinance, all of the taxes levied and

collected upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 6. At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of Storm Lake, State of Iowa, referred to in Section 4 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 7. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to continue the division of taxes from property within the Amended Area under the provisions of Section 403.19, Code of Iowa, as authorized in Ordinance Nos. 5-0-91-92, 11-0-2004-2005, and 01-0-2010-2011, and to fully implement the provisions of Section 403.19, Code of Iowa, with respect to the division of taxes from property within the Amendment No. 3 Area and Amendment No. 7 Area as described above. Notwithstanding any provisions in any prior Ordinances or other documents, the provisions of this Ordinance and all prior Ordinances relating to the Urban Renewal Area, as amended, shall be construed to continue the division of taxes from property within the Amended Area to the maximum period of time allowed by Section 403.19 of the Code of Iowa. In the event that any provision of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reverence to the Amended Area and the territory contained therein.

Section 8. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Read First Time: _____, 2019

Read Second Time: _____, 2019

Read Third Time: _____, 2019

PASSED AND APPROVED: _____, 2019.

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 _____, 2019, signed by the Mayor on _____, 2019, and published in the Storm Lake Times on _____, 2019.

City Clerk, City of Storm Lake, State of Iowa

(SEAL)

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Staff Summary

11/4/2019

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: Mayra Martinez, City Clerk

SUBJECT: **City Council Requested Items**

BACKGROUND: Future City Council Work Sessions:
 Unscheduled Items:
 1. None at this time
 Two Council members must concur for item to be considered in
 any future council meeting.

 Scheduled:
 1. None at this time

FISCAL IMPACT: No Fiscal Impact at this time.

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

Staff Summary

11/4/2019

Agenda Item # 12.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Motion To Recess City Council Meeting Council and Reconvene at the Library to Attend a Library Reception**

BACKGROUND: The Library Board and Friends of the Library are hosting a reception to meet and greet the City of Storm Lake officials.

No official action(s) anticipated.

FISCAL IMPACT:

RECOMMENDATION: Recess and Reconvene at the Storm Lake Library