

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
JUNE 17, 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**
 - D. **Motion Authorizing a Noise Variance for the Lao Temple**
 - E. **Motion Authorizing Noise Variances for Buena Vista University**
 - F. **Motion Authorizing Road Closures & No Parking Zone Variances for Buena Vista University**
 - G. **Airport Commission Summary**
- 3. **Motion Approving Agreements With Storm Lake Cab & RIDES For Transit Services**
- 4. **Motion to Approve Contract for Audit Services with Winther Stave & Co. LLP**
- 5. **Motion To Accepting Donations On Behalf Of The Whitecaps Baseball Team**
- 6. **Resolution No. 69-R-2018-2019 Proposing Disposition of Real Estate to SLCSO in Land Exchange**
- 7. **Resolution No. 70-R-2018-2019 Approving Dock Capital Improvements At The Storm Lake Marina**
- 8. **Motion to Accept Lab Testing Services Qualification Proposals**
- 9. **Motion To Set A Public Hearing To Approve Plans, Specifications, Form Of Contract, And Engineer's Opinion Of Probable Costs For Michigan Street Parking Lot Project**
- 10. **Work Session Downtown Parking Meeting Update**
- 11. **Closed Session Reference Iowa Code Chapter 21.5 (c) Matters of Litigation**
- 12. Adjourn

Meeting Protocol

If you wish to speak today, please:

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

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

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



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Staff Summary

6/17/2019

Agenda Item # B.



City of Storm Lake
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REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: Consideration of Changes in Agenda and Setting the Agenda

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

6/17/2019

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

6/17/2019

Agenda Item # A.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe and Sunrise Pointe disbursements for approval
- Approve the June 3, 2019 City Council Minutes
- Approve renewal liquor license for Wat Lao Simong Khoung Chanthalam, Pizza Hut, Hy-Vee, and Kristie's Kandies & Heirlooms
- Approve Bob Bennett to the Board of Adjustment and Mayra Lopez to the Mayor's Committee on Parks, Tree, Trails and Urban Forest
- Approve the Cigarette Licenses for 2019-2020 for the followin
 - Murphy USA #6923
 - BW Gas & Convenience Retail, LLC/ DBA Yesway Store #1169
 - Al's Liquor
 - Brew Midtown Gas Coffee Wine Spirit and Cigars
 - WalMart Inc. DBA Walmart #1536
 - Caseys' General Store #3679 and #3030
 - Dyno's #33
 - Fareway Store , Inc. #461
 - Walgreens # 11330
- Approve the Code Enforcement Summary (see attached staff summary)
- Motion Authorizing a Noise Variance for the Lao Temple (see attached staff summary)
- Motion Authorizing Noise Variances for Buena Vista University (see attached staff summary)

- Motion Authorizing Road Closures & No Parking Zone Variances for Buena Vista University (see attached staff summary)
- Airport Commission Summary (see attached staff summary)

FISCAL IMPACT:

The City will pay the following expenditures:

- List of Bills - \$486,575.35
- King's Pointe & Sunrise Pointe Golf Course Bills - \$195,563.02

The City will receive the following revenues:

- Liquor license renewal - \$775.00
- Cigarette license renewal - \$675.00

RECOMMENDATION:

Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ King's Pointe and Golf Course - List of Bills	List of Bills
☐ Minutes - June 3, 2019	Minutes
☐ Wat Lao Simong Khoun Chantharam Application	Application
☐ Wat Lao Simong Khoun Chantharam Application 2	Application
☐ Pizza Hut Application	Application
☐ Pizza Hut Report	Backup Material
☐ Kristi's Kandies & Heirlooms Application	Application
☐ Midtown Liquor Application	Application
☐ Midtown Liquor Report	Backup Material
☐ Casey's General Store #3030 Application	Application
☐ Casey's General Store #3030 Report	Backup Material
☐ Mayra Lopez Application	Application
☐ Bob Bennett Application	Application



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 06/06/2019 - 06/19/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
RR Electric LLC	BVC	Hangar A Plover Outage- 2 Break Repair	1,876.99
Mike's Electronics Inc	BVC	Lime System Services	900.86
RR Electric LLC	BVC	Hangar A Plover Outage	887.01
Mark Stanley	BVC	Stand Pipe Repairs	425.76
Control Systems Specialists, LLC	BVC	Service HVAC Units	394.00
Mike's Electronics Inc	BVC	SCADA Services	255.00
Power Solutions, Inc	BVC	Valve Gasket & Repairs to Generater	210.32
Buena Vista County Recorder	BVC	May 2019 Recording Fees	136.00
Mike's Electronics Inc	BVC	Memorial LS Service	113.15
RR Electric LLC	BVC	Hangar A Plover Outage- Supplies	110.17
Mike's Electronics Inc	BVC	Lagoon Flow Meter	105.00
Buena Vista County Solid Waste	BVC	Recycling	111.28
Mark Stanley	BVC	Double Payment	-156.10
	BVC Total:	5,369.44	
Contract/Agreement			
Sharen Peters Revocable Living Trust	Contract/Agreement	6/3/2019 Easement Agreement	5,000.00
Local Government Professionals Services, ll	Contract/Agreement	Admin Services	2,000.00
Storm Lake Development Group, LLC	Contract/Agreement	FY2019 Additional Rebate- Add 2 Parcels	1,902.85
Bolton & Menk, Inc	Contract/Agreement	General Engineering Services	1,670.00
	Contract/Agreement Total:	10,572.85	
Local			
Edwards Storm Lake	Local	2019 Chevy Tahoe	38,863.70
Star Energy, LLC	Local	Fuel	10,576.43
Philip E Havens	Local	May 2019 Legal Services	7,227.57
Storm Lake Industrial Corporation	Local	FY2019 6th Installment (Final)	7,000.00
Jim Bartholomew	Local	June 2019 Airport Contract	5,293.14
Dianne Johnson	Local	Bd & Disp of Cats & Dogs	4,425.00
Rebnord Technologies, Inc	Local	IT Service Agreement	7,579.33
Verizon Wireless Services LLC	Local	Cell Phone Service	2,502.30
Alliant Energy	Local	Gas Services	2,330.85
Long Lines	Local	Phone Service	2,059.49
Genesis Development	Local	Janitorial Services	2,000.00
Garbage Hauling Service Inc	Local	Garbage Service	1,588.03
Reding's Gravel & Excavating Co., Inc	Local	Load & Haul Snow Snow Blower to St Paul MN	1,362.50
Edwards Storm Lake	Local	Water Pump Replacement	1,256.05
North Lake Truck Repair	Local	Light Bar Repairs	1,037.31
Buena Vista Regional Medical Center	Local	4/21/2019 Patient Testing per Conscent Order	871.00
Stille Pierce & Pertzborn	Local	Add Durango	796.00
Stanton Electric, Inc	Local	LS Alarm Repairs	791.22
Mangold Environmental Testing, Inc	Local	Testing Services	688.50
Vanish LLC	Local	May 2019 Towing Services	650.00
Reding's Gravel & Excavating Co., Inc	Local	Rock	585.23
Vetter Equipment	Local	Seals & Wire	510.66
McCrea Eneterprises	Local	Paint Supplies	505.40
Graham Tire	Local	Tires	391.72
Fastenal Company	Local	Fasteners	389.17
Reding's Gravel & Excavating Co., Inc	Local	Rock	381.15
Rebnord Technologies, Inc	Local	UPS for Clarifier Building	350.00
Mike's Lawn Service, Inc	Local	Weed Control	335.00
Graham Tire	Local	New Tires	321.96
A & A Automotive	Local	Tire Replacement	259.47
Buena Vista Abstract & Title Co	Local	Abstract Services	250.00
McCrea Eneterprises	Local	Paint Supplies	249.15

My Buy Local_v1

Payment Date Range: 06/06/2019 - 06/19/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
Wiese Plumbing & Heating, Inc	Local	Vacuum Breaker Repairs	246.53
Builders FirstSource Inc	Local	Supplies	222.03
Reding's Gravel & Excavating Co., Inc	Local	Rock	193.66
Buena Vista Abstract & Title Co	Local	Abstract Services	380.00
Iowa Office Supply Inc	Local	Office Supplies	179.40
Stanton Electric, Inc	Local	Light Bulbs	168.60
Central Bank	Local	Credit Card Purchases	153.22
L & G Products, Inc	Local	Fungicide	148.86
Kelly Johnson	Local	May 2019 Punches	144.00
Rent-All, Inc	Local	Gooseneck Rental	135.00
Rust Publishing NWIA, LLC	Local	May 2019 Ads	129.00
Graham Tire	Local	New Tire	128.05
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	127.64
Mangold Environmental Testing, Inc	Local	Testing Services	123.25
Qwest Corporation	Local	Phone Service	113.89
North Lake Truck Repair	Local	Clamps	105.93
O'Reilly Automotive Inc	Local	Battery	105.90
Arctic Glacier International Inc	Local	Ice	105.57
Stanton Electric, Inc	Local	Pedestal	90.00
Vetter Equipment	Local	Supplies	86.23
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	84.99
Reding's Gravel & Excavating Co., Inc	Local	Scale Tickets	81.00
Mangold Environmental Testing, Inc	Local	Testing Services	76.50
Rebnord Technologies, Inc	Local	Supplies	69.95
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose	64.80
Fastenal Company	Local	Drill Bits	61.00
Dennis R Julius	Local	Laundry Services- Less Tax	54.30
Builders FirstSource Inc	Local	Supplies	53.08
Graham Tire	Local	Tire Repairs	50.00
Rust Publishing NWIA, LLC	Local	May 2019 Advertising	47.52
McCrea Eneterprises	Local	Paint Supplies	43.45
Storm Lake Hydraulics Co, Inc	Local	Seals	41.69
Michael Reinert	Local	Supplies	40.00
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	37.83
Fastenal Company	Local	Supplies	36.72
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	62.81
Fastenal Company	Local	Supplies	28.02
Vetter Equipment	Local	Fittings	26.40
Graham Tire	Local	Tire Repairs	25.00
L & G Products, Inc	Local	Chemicals	17.15
Fastenal Company	Local	Vests	16.99
L & G Products, Inc	Local	Fungicide	16.54
Dennis R Julius	Local	Entrance Mat Service	13.65
L & G Products, Inc	Local	Supplies	8.64
Graham Tire	Local	Valve Stem	8.00

Local Total: 107,580.12

Non-Local

Rehab Systems Inc	Non-Local	Jet Vacing & Televising Sanitary Sewer Lines	19,754.65
EWT Holding III Corp	Non-Local	Bioxide	14,944.42
OPG-3 Inc	Non-Local	Laserfiche Quickfields & Concierge Package	11,917.96
Mississippi Lime Company	Non-Local	Lime	10,841.41
Tomco2 Systems Company	Non-Local	Recalibration of RHM04	3,672.99
Kiesler Police Supply, Inc	Non-Local	Ammo	2,622.00
Qualified Presort Service, LLC	Non-Local	Printing Services	2,250.07
Hawkins, Inc	Non-Local	Hydro Acid & Sodium Aluminate	2,202.84
Silverstone Group, Incorporated	Non-Local	GASB-PRM Consulting Services	2,150.00
Praxair Inc	Non-Local	Carbon Dioxide	2,112.57
Electric Pump Inc	Non-Local	Emergency Pump Installation @ Radio Park LS	3,695.00
Qualified Presort Service, LLC	Non-Local	Printing Services	1,584.36
Municipal Emergency Services, Inc	Non-Local	Rubber Liner	1,362.50

My Buy Local_v1
Payment Date Range: 06/06/2019 - 06/19/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
J.W. Pepper & Son, Inc	Non-Local	Music- Less Tax	1,037.00
Heiman Inc	Non-Local	Uniforms	969.50
R & R Products, Inc	Non-Local	Golf Markers	965.10
Davis Equipment Corporation	Non-Local	Motor	850.09
Ziegler, Inc	Non-Local	Starter Switch	767.02
US Peroxide, LLC	Non-Local	Facility & Maintenance Service Agreement	750.00
Keller Plumbing, Heating, & Air LLC	Non-Local	Waterline Repairs- WWTP	576.47
Fisher Scientific Company, LLC	Non-Local	Harnesses	571.55
Pitney Bowes Inc	Non-Local	Postage	520.00
Pitney Bowes, Inc	Non-Local	6/6/2019 Postage	520.00
Qualified Presort Service, LLC	Non-Local	Printing Services	451.05
Artcraft & Foremost Inc	Non-Local	Vinyl	425.52
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	419.10
Barnes & Noble Booksellers, USA Inc	Non-Local	Books	413.19
Qualified Presort Service, LLC	Non-Local	Printing Services	387.42
Karl Chevrolet, Inc	Non-Local	ION Light Installation	347.00
Brodart Co.	Non-Local	Books	323.12
American Underground Supply, LLC	Non-Local	Traffic Cones	310.26
NCL of Wisconsin, Inc	Non-Local	Testing Supplies	297.58
Ahlers & Cooney, P.C.	Non-Local	Labor Relations Services	247.50
Tyler Technologies, Inc	Non-Local	Executime Conversion	218.75
Rice Signs LLC	Non-Local	Signs	215.10
Brodart Co.	Non-Local	Books	209.02
Bierschbach Equipment & Supply Company	Non-Local	Filters	188.37
Tyler Technologies, Inc	Non-Local	Executime Conversion	187.50
James M. Sweeney & Associates, Inc	Non-Local	Background Checks	184.50
W. W. Grainger, Inc	Non-Local	Light	176.82
Northern Balance & Scale, Inc	Non-Local	Calibration Services	174.00
Dale Vitito	Non-Local	Patch	170.99
Hotsy Equipment Company	Non-Local	Hotsy Repairs	151.00
Ahlers & Cooney, P.C.	Non-Local	Urban Renewal Legal Services	142.50
Dale Vitito	Non-Local	Uniform	137.79
Midwest Tape, LLC	Non-Local	DVDs	108.96
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	108.70
Custom Conveyor Corporation	Non-Local	Wiper Blades	108.06
R & R Products, Inc	Non-Local	Blade & Supplies	103.65
Underground Location Company	Non-Local	Locating Services	102.00
ABC Pest Control, Inc	Non-Local	Pest Control Services	100.00
Iowa Lakes Corridor Development Corp	Non-Local	Senior Leadership Workshop- Porsch	100.00
Dale Vitito	Non-Local	Recognition Bar	92.99
J.W. Pepper & Son, Inc	Non-Local	Music	90.39
Houchen Bindery, Ltd	Non-Local	Book Covers	90.25
Brodart Co.	Non-Local	Books	83.35
Farm & Home Publishers LTD	Non-Local	Books	56.00
Midwest Tape, LLC	Non-Local	DVDs	48.73
Steven A Beeck	Non-Local	Window Cleaning Services	37.00
Secretary of State	Non-Local	2019 Notary	30.00
Skarshaug Testing laboratory, Inc	Non-Local	Gloves	27.55
Midwest Tape, LLC	Non-Local	DVDs	26.24
Brodart Co.	Non-Local	Books	23.65
Ingram Library Services, Inc	Non-Local	Books	100.68
Barnes & Noble Booksellers, USA Inc	Non-Local	Books	18.40
Ingram Library Services, Inc	Non-Local	Books	135.13
W. W. Grainger, Inc	Non-Local	V Belt	12.98
Ingram Library Services, Inc	Non-Local	Books	12.22
Brodart Co.	Non-Local	Books	33.17
UPS	Non-Local	Shipping	10.22
Brodart Co.	Non-Local	Books	8.99
Recorded Books, LLC	Non-Local	CDs	7.95
Qualified Presort Service, LLC	Non-Local	Printing Services	1.79

My Buy Local_v1**Payment Date Range: 06/06/2019 - 06/19/2019**

Vendor Name	Buy Local Info	Payable Description	Total Payments
UPS	Non-Local	Late Fee	1.09
	Non-Local Total:	94,095.72	
Payroll/Refunds			
Marilyn Mittelstadt	Payroll/Refunds	Sewer Backup Reimbursement on 3/9/2019	1,250.00
Custodian of Petty Cash	Payroll/Refunds	May 2019 Postage	197.24
Matthew Younie	Payroll/Refunds	Taser Training- Windsor Heights- Younie	134.80
Susan Lyngaas	Payroll/Refunds	Library Renovation Travel Reimbursement	77.72
Ruth Freese	Payroll/Refunds	Homebound Deliveries	16.35
Patrick Diekman	Payroll/Refunds	Drone 2 Registration	5.00
	Payroll/Refunds Total:	1,681.11	
	Grand Total:	219,299.24	

Operating

King's Pointe Resort

From 5/30/2019 to 6/12/2019

Vendor	Description	Amount
Ferguson Enterprises Enterprises Inc #1657	Services	\$29,930.00
Weigand-Omega Management Inc	Services	\$6,681.04
ACCO Unlimited Corporation	Supp	\$506.86
Alliant Energy	Utilities	\$226.98
Bomgaars Supply Inc.	Supplies	\$248.84
Buena Vista County Environmental Health	Services	\$400.00
Buena Vista Regional Medical Center	Services	\$1,518.00
CenterPoint Energy Services, Inc	Utilities	\$7,493.17
Cintas Corporation	Supp	\$1,368.46
Cintas Corporation No. 2	Supp	\$400.24
Color-ize	Supp	\$852.62
COUNSEL	Services	\$82.09
Crescent Electric Supply Company	Supp	\$9.10
Garbage Hauling Service, Inc.	Utilities	\$421.36
Grainger	Supp	\$280.43
HyVee	Food	\$379.14
Iowa Workforce Development	Services	\$280.00
Julius Cleaners	Services	\$117.25
Kaleidoscope Marketing	Services	\$630.00
KAYL/KKIA	Advertising	\$525.00
M3 Accounting + Analytics	Services	\$668.83
MidAmerican Energy	Utilities	\$9,364.17
Mike's Lawn Service, Inc.	Services	\$58.25
Michael P. Reinert dba Olsen Welding & Machine	Services	\$301.50
Bottling Group, LLC dba Pepsi Beverages Company	Beverages	\$2,556.35
Pilot Tribune	Advertising	\$244.36
Plumbing and Heating Wholesale, Inc.	Services	\$633.06
Rebnord Technologies, Inc.	Services	\$2,717.53
Russell Lachney	Refund	\$350.00
Steven A. Beeck dba Steve's Window Service	Services	\$428.00
Storm Lake Ace Hardware	Supp	\$199.57
Storm Lake Rotary Club	Membership	\$100.00
Storm Lake Times	Advertising	\$2,021.71
Sysco Iowa, Inc.	Food	\$6,907.62
UPS	Shipping	\$53.80
Water Safety Products, Inc.	Supplies	\$3,798.12
Weigand Omega Management Payroll	Payroll	\$85,778.88
Johnson Borthers	Beverages	\$2,603.20
Heartland Payment Systems	Services	\$11,029.68
Martin Brothers	Food	\$7,336.99
Doll Distributing	Beverages	\$2,230.20
Fintech	Services	\$55.00
City of Storm Lake	Utilities	\$3,570.15
Mistress Brewing	Beverages	\$315.00
Hy-Vee	Beverages	\$1,560.47
Iowa Brewing	Beverages	\$200.00
Confluence Brewing	Beverages	\$110.00

Authnet Gateway

Supplies	<u>\$20.00</u>
	<u>\$197,563.02</u>

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
JUNE 3, 2019 5:00 P.M.**

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

Staff present: City Manager Keri Navratil, Assistant City Manager David Derragon, City Attorney Phil Havens, Public Safety Director Mark Prosser, Fire Chief Mike Jones, Building Official Scott Olesen, Public Services 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 Smith to approve setting the Agenda as presented. Seconded by Council Member McKinney. Vote: All ayes with Council Member Engelmann absent. Motion carried.

Disclosure by City Council Members – Council Member Rice recused himself from Agenda Item 3 pertaining to the approving primary tow service agreement for the Storm Lake Police Department as he is the owner of Storm Lake Towing.

Hear the Public - none

Consent Agenda – Moved by Council Member Ibarra to adopt Resolution No. 67-R-2018-2019 approving the consent agenda which includes list of bills check #'s 73431 through 73522, EFT's 372 through 379, King's Pointe and Sunrise Pointe disbursements for approval, May 20, 2019 City Council Minutes, appoint Di Daniels to the Civil Service Commission with term to expire July 1, 2021, approve the Code Enforcement summary, noise Variance for the Central Bank outdoor movie at the Band Shell in Sunset Park on Saturday, August 3, 2019 at 8:30 pm until 11:30 pm, noise variance and food Sales for worship service in Sunset Park for Sunday, June 23, 2019 from 3:00 pm until 9:00 pm and Saturday, August 10, 2019, and Sunday, August 11, 2019 from 3:00 pm until 7:00 pm, easement agreement and payment of \$5,000 with Sharen Peters, agreement with the Iowa Department of Transportation for Pavement Reconstruction on Oneida Street Reconstruction Project Phase One. Seconded by Council Member McKinney. Roll call vote: All ayes with Council Member Engelmann absent. Motion carried

RESOLUTION NO. 67-R-2018-2019

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

To approve the Consent Agenda which includes a list of bills, list of King's Pointe and Sunrise Pointe Golf Course bills and to prorate to the appropriate funds.

To further approve the minutes as presented to the Council for the May 20, 2019 Regular City Council Minutes

These are draft minutes Subject to Final Council Approval

To further appoint Di Daniels to the Civil Service Commission with term to expire July 1, 2021.

To further approve the Code Enforcement Summary information

To further approve Noise Variance for an outdoor movie sponsored by Central Bank to be held at the Band Shell in Sunset Park on Saturday, August 3, 2019 at 8:30 pm. The Variance request is for 8:30 pm until 11:30 pm.

To further approve Noise Variance and Food Sales for Worship Service for an outdoor Evangelistic Event in Sunset Park scheduled for Sunday, June 23, 2019 from 3:00 pm until 9:00 pm and Saturday, August 10, 2019 and Sunday, August 11, 2019 from 3:00 pm until 7:00 pm and to sell food in Sunset Park during the events requested.

To further approve authorizes the payment of \$5,000 for a permanent easement for 0.08 acres with Sharen Peter for installation and maintenance of the new storm sewer and manholes.

To further approve agreement with the Iowa Department of Transportation for Pavement Reconstruction on Oneida Street Reconstruction Project Phase One

PASSED AND APPROVED this 3rd day of June, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Storm Lake Towing Contract - Moved by Council Member McKinney to approve Primary Tow Service agreement for the Storm Lake Police Department with Storm Lake Towing. Seconded by Council Member Smith. Vote: Ayes – Engelmann, McKinney, and Ibarra: Abstain – Council Member Rice; with Council Member Engelmann absent. Motion carried.

Casino Lift Station Odor Control – Mayor Porsch opened the public hearing for Plans, Specs and Form of Contract for the Casino Lift Stat Odor Control Project stating this was the time and place for any comments. Hearing none Mayor Porsch then closed the public hearing.

Moved by Council Member Ibarra to adopt Resolution No. 68-R-2018-2019 approving Plans, Specs and Form of Contract and Awarding Contract to Grundman-Hicks, LLC from Cherokee, Iowa in the amount of \$184,106.00 for the Casino Lift Station Odor Control Project

RESOLUTION NO. 68-R-2018-2019

These are draft minutes Subject to Final Council Approval

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT, ESTIMATE OF COST, BID AND AWARD CONTRACT 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:

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

Section 2. That the following bid for the construction of certain public improvements described in general as the Casino Lift Station Control Project, be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor:	Grundman-Hicks, LLC, Cherokee, Iowa
Amount of bid:	\$184,106.000
Portion of bid:	All

Section 3. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements, said contract to be binding on the City, contingent to obtaining all the required concurrences and consents.

PASSED AND APPROVED this 3rd day of June, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Storm Lake Marina – Buoy Bar and Grill representative, Brent Redenbaugh updated the Council regarding marina operations, including needed maintenance of the slips.

These are draft minutes Subject to Final Council Approval

Moved by Council Member McKinney to approve proposed improvements at Buoys expense estimated of \$10,000 for repairs contingent to receiving written letter, insurance, and DNR approval. Seconded by Council Member Ibarra. Vote: All ayes with Council Member Engelmann absent. Motion carried.

Moved by Council Member Ibarra to postpone the capital improvement request until appropriate documentation is submitted. Seconded by Council Member Smith. All ayes with Council Member Engelmann absent. Motion carried.

City Council Requested Items- none at times

Adjournment – Moved by Council Member Ibarra to adjourn the meeting at 5:34 pm. Seconded by Council Member Smith. Vote: All ayes with Council Member Engelmann. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Applicant License Application ()

Name of Applicant: <u>Wat Lao Simong Khoun</u>		
Name of Business (DBA): <u>Wat Lao Simong Khoun Chanthalam</u>		
Address of Premises: <u>6018 Rothmoor Rd</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(712) 299-1068</u>		
Mailing <u>6018 Rothmoor Rd</u>		
City <u>Storm Lake</u>	State <u>IA</u>	Zip: <u>50588</u>

Contact Person

Name <u>Meng Lai</u>	
Phone: <u>(712) 299-1068</u>	Email <u>menglai95@hotmail.com</u>

Classification Class B Beer (BB) (Includes Wine Coolers)

Term:5 days

Effective Date: 07/12/2019

Expiration Date: 01/01/1900

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: <u>Publicly Traded Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Meng Lai

First Name: Meng

Last Name: Lai

City:

State: Iowa

Zip: 50588

Position: Secretary

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Illinois Union Insurance Company</u>	
Policy Effective Date: <u>07/12/2019</u>	Policy Expiration <u>07/17/2019</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective Date	Temp Transfer Expiration Date:

Applicant License Application ()

Name of Applicant: <u>Wat Lao Simong Khoun</u>		
Name of Business (DBA): <u>Wat Lao Simong Khoun Chanthalam</u>		
Address of Premises: <u>6018 Rothmoor Rd</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(712) 299-1068</u>		
Mailing <u>6018 Rothmoor Rd</u>		
City <u>Storm Lake</u>	State <u>IA</u>	Zip: <u>50588</u>

Contact Person

Name <u>Meng Lai</u>	
Phone: <u>(712) 299-1068</u>	Email <u>menglai95@hotmail.com</u>

Classification Class B Beer (BB) (Includes Wine Coolers)

Term:5 days

Effective Date: 08/30/2019

Expiration Date: 01/01/1900

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: <u>Publicly Traded Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Meng Lai

First Name: <u>Meng</u>	Last Name: <u>Lai</u>	
City: <u>storm lake</u>	State: <u>Iowa</u>	Zip: <u>50588</u>
Position: <u>Secretary</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Illinois Union Insurance Company</u>	
Policy Effective Date: <u>08/30/2019</u>	Policy Expiration <u>09/04/2019</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective Date	Temp Transfer Expiration Date:

Applicant License Application (BB0025674)

Name of Applicant: Comes Investments, Inc.
Name of Business (DBA): Pizza Hut
Address of Premises: 115 E Milwaukee Ave
City Storm Lake **County:** Buena Vista **Zip:** 5058800
Business (712) 732-4051
Mailing 2045 Grand Ave
City West Des Moines **State** IA **Zip:** 50265

Contact Person

Name Joe Comes
Phone: (515) 330-1172 **Email** joecom@mac.com

Classification Class B Beer (BB) (Includes Wine Coolers)

Term:12 months

Effective Date: 07/01/2019

Expiration Date: 06/30/2020

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Sunday Sales

Status of Business

BusinessType: Privately Held Corporation
Corporate ID Number: XXXXXXXXXX **Federal Employer ID** XXXXXXXXXX

Ownership

joseph comes

First Name: joseph **Last Name:** comes
City: clive **State:** iowa **Zip:** 50325
Position: owner
% of Ownership: 100.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: Wadena Insurance Company
Policy Effective Date: 07/01/2019 **Policy Expiration** 06/30/2020
Bond Effective **Dram Cancel Date:**
Outdoor Service Effective **Outdoor Service Expiration**
Temp Transfer Effective **Temp Transfer Expiration Date:**

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: APRIL 25, 2019

REFERENCE: LIQUOR LICENSE RENEWAL
PIZZA HUT
115 E MILWAUKEE AVE

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

	5-31-16 to 5-4-2018	5-5-2018 to 4-22-2019
INCIDENTS		
911 Hang up call	0	1
Accident	2	1
Ambulance Call	0	1
Assault	1	0
Business Security	126	29
Citizen Assist	1	1
Criminal Mischief	0	1
Disturbance	0	1
Domestic	0	1
Drug Investigation	0	1
Intoxicated Pedestrian	0	1
Investigate Smoke	1	0
Keys Locked In Car	4	1
Lost Property	1	0
Motorist Assist	0	1
Parking Complaint	1	0
PR/Talk/Presentation	1	5
Station Assignment	1	0
Suspicious Person	1	1
Suspicious Vehicle	0	1
Vehicle Stop	19	20
Warrant Service	2	0

ARRESTS

Contempt of Court	1	1
Disorderly Conduct	0	2
Possession on a Controlled Substance	0	1

Recommendation: Approval of liquor license.

Applicant License Application (WBN000224)

Name of Applicant: <u>Julie Egland</u>		
Name of Business (DBA): <u>Kristi's Kandies & Heirlooms</u>		
Address of Premises: <u>612 Lake Ave.</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(712) 732-3323</u>		
Mailing <u>612 Lake Ave.</u>		
City <u>Storm Lake</u>	State <u>IA</u>	Zip: <u>50588</u>

Contact Person

Name <u>Julie Egland</u>	
Phone: <u>(712) 732-5382</u>	Email <u>egland52@gmail.com</u>

Classification Class B Native Wine Permit (WBN)

Term:12 months

Effective Date: 07/05/2019

Expiration Date: 07/04/2020

Privileges:

Class B Native Wine Permit (WBN)

Status of Business

BusinessType: <u>Sole Proprietorship</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Julie Egland

First Name: <u>Julie</u>	Last Name: <u>Egland</u>	
City:	State: <u>Iowa</u>	Zip: <u>50588</u>
Position: <u>Owner</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Roger Egland

First Name: <u>Roger</u>	Last Name: <u>Egland</u>	
City:	State: <u>Iowa</u>	Zip: <u>50588</u>
Position: <u>Spouse</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>First Western Insurance</u>	
Policy Effective Date:	Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Applicant License Application (LE0002487)

Name of Applicant: <u>Royal Investment Group llc</u>		
Name of Business (DBA): <u>Midtown Liquor</u>		
Address of Premises: <u>1100 E 5th st</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(712) 299-0838</u>		
Mailing <u>1100 E 5th st</u>		
City <u>Storm Lake</u>	State <u>IA</u>	Zip: <u>50588</u>

Contact Person

Name <u>inder singh</u>	
Phone: <u>(712) 299-0838</u>	Email <u>centralmartllc@gmail.com</u>

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 07/11/2019

Expiration Date: 07/10/2020

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

Status of Business

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

Ownership

inderjit singh

First Name: <u>inderjit</u>	Last Name: <u>singh</u>	
City: <u>storm lake</u>	State: <u>iowa</u>	Zip: <u>50588</u>
Position: <u>owner</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>IMT Insurance Co</u>	
Policy Effective Date: <u>07/11/2019</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: May 10, 2019

REFERENCE: LIQUOR LICENSE RENEWAL
MIDTOWN PRONTO
1100 E 5TH ST

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

	5-10-2017 to 5-1-2018	5-2-2018 to 5-7-2019
INCIDENTS		
911 Hang up	0	1
Accident	2	0
Animal Call	0	1
Arrest	1	1
Business Assist	2	3
Business Security	11	31
Citizens Assist	0	3
City Code Enforcement	1	0
City/CO Dept Assist	1	0
Disturbance	0	1
Domestic	0	1
Forgery	0	2
General Information	0	1
Harassment	0	2
Hit and Run	1	1
Insufficient Funds Checks	6	5
Intoxicated Driver	2	1
Intoxicated Pedestrian	1	0
Keys Locked In Car	9	7
Law Dept Assist	0	1
Motorist Assist	0	1
Pedestrian Stop	0	1
PR/Talk/Presentation	4	17
Station Assignment	0	2
Street Beat	5	7

Suspicious Activity	0	1
Suspicious Person	1	1
Theft	2	3
Trespass	0	2
Vehicle Maintenance	0	1
Vehicle Stop	21	56
Warrant Service	0	1

ARRESTS

Driving While Barred	0	1
OWI	1	0
Selling Alcohol to a Minor	1	0

Recommendation: Approval of liquor license.

Applicant License Application ()

Name of Applicant: <u>CASEY'S MARKETING</u>		
Name of Business (DBA): <u>CASEY'S GENERAL STORE #3030</u>		
Address of Premises: <u>825 FLINDT DR</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business	<u>(712) 732-4192</u>	
Mailing	<u>PO BOX 3001</u>	
City <u>ANKENY</u>	State <u>IA</u>	Zip: <u>50021</u>

Contact Person

Name	<u>JESSICA FISHER, STORE OPERATIONS SPECIALIST</u>		
Phone:	<u>(515) 446-6404</u>	Email	<u>JESSICA.FISHER@CASEYS.COM</u>

Classification Class C Beer Permit (BC)

Term:12 months

Effective Date: 08/06/2019

Expiration Date: 01/01/1900

Privileges:

Class C Beer Permit (BC)

Sunday Sales

Status of Business

BusinessType:	<u>Publicly Traded Corporation</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

42-0935283 CASEY'S GENERAL

STORE INC

First Name: 42-0935283

Last Name: CASEY'S GENERAL STORE, INC.

City: ANKENY

State: Iowa **Zip:** 50021

Position: OWNER

% of Ownership: 100.00%

U.S. Citizen: Yes

Michael Richardson

First Name: Michael

Last Name: Richardson

City: PLEASANT HILL

State: Iowa **Zip:** 50327

Position: PRESIDENT

% of Ownership: 0.00%

U.S. Citizen: Yes

JULIA JACKOWSKI

First Name: JULIA

Last Name: JACKOWSKI

City: URBANDALE

State: Iowa **Zip:** 50322

Position: SECRETARY

% of Ownership: 0.00%

U.S. Citizen: Yes

JOHN SOUPENE

First Name: JOHN

Last Name: SOUPENE

City: ANKENY

State: Iowa

Zip: 50023

Position: VICE PRESIDENT

% of Ownership: 0.00%

U.S. Citizen: Yes

JAMES PISTILLO

First Name: JAMES

Last Name: PISTILLO

City: URBANDALE

State: Iowa

Zip: 50323

Position: TREASURER

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

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:

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: June 14, 2019

REFERENCE: LIQUOR LICENSE RENEWAL
CASEY'S CENTRAL
825 FLINDT DR

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

	07-16-2017 to 06-08-2018	6-9-2018 to 6-11-2019
INCIDENTS		
911 Hang up Call	1	1
Accident	3	4
Ambulance Call	1	1
Animal Complaint	4	0
Assault	0	2
Business Assist	8	2
Business Security	257	328
Case Investigation	1	0
Citizen Assist	2	9
City/CO Dept Assist	1	0
Civil Standby	0	1
Drivers License Check	1	1
Found Property	0	1
General Information	2	3
Harassment	1	0
Hit and Run	0	1
Insufficient funds checks	2	0
Interpretation	0	1
Intoxicated Driver	2	1
Intoxicated Pedestrian	0	2
Keys Locked In Car	14	5
Law Dept Assist	0	2
Motorist Assist	4	2
Pedestrian Stop	0	1
PR/Talk/Presentation	67	119

Robbery	0	1
Salvation Army Assist	0	2
Scam	0	2
Station Assignment	1	4
Street Beat	21	27
Suspicious Activity	1	0
Suspicious Person	1	1
Theft	9	10
Traffic Stop	24	27
Vehicle Maintenance	17	24
Warrant Service	1	1
Welfare Check	1	2

ARRESTS

OWI	2	1
Probation Violation	1	0
Public Intoxication	1	1

Recommendation: Approval of liquor license.


**APPLICATION FOR APPOINTMENTS
TO STORM LAKE BOARDS & COMMISSIONS**

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

PERSONAL DATA

Lopez	Mayra	A
Last Name	First Name	Middle Initial
1015 Ontario St	Storm Lake	50588
Address	City	State
	712-730-1113	Zip Code
Home Phone #	Business Phone #	Cell Phone #
Hope Haven	Service Coordinator	E-mail Address:
Employer	Occupation	

How long have you lived in Storm Lake? 18

List any volunteer/civic/community activity in which you have been involved in:

I have completed 450 hours of service work at The Bridge of Storm Lake, Upper Des Moines, Seasons Center, FHC, & CAASA.

I am part of the community coalition, SALUD, and serve as a state commissioner for Volunteer Iowa.

Please check the following City boards or commissions to which you would like to be appointed:

- | | | |
|---|--|--|
| ☐ Airport Commission | ☐ 911 Board | ☐ ADA Committee |
| ☐ Airport Board of Adjustment | ☐ Board of Appeals | |
| ☐ Band Trustees | ☒ Library Board (6 yrs) | ☒ Mayor's Committee on
Trees, Trails, Parks |
| ☐ Board of Adjustment (5 yrs) | ☐ Landfill Commission | |
| ☐ Cemetery Board | ☒ Planning & Zoning Commission | |
| ☐ Civil Service Commission (4 yrs) | ☐ Storm Water Advisory | |

All of the above boards & commissions have a 3-year term unless otherwise stated.

Why do you want to serve on this board or commission?

I arrived to Storm Lake as a stranger from a different country. I was welcomed with open arms by the community and decided to call it home. I attended school in Storm Lake since I was in 3rd grade. I received my Bachelor's in this town, and now I am getting my Master's here as well. I want to give back to the community that took me in all those years ago by utilizing my time and energy to serve others & see this town flourish more.

Please complete back side of this form.

In accordance with Iowa Code Chapter 362 the City must determine what relationships or transactions you may have or potentially have with the City of Storm Lake prior to your appointment to a Board or Commission. In order to do this we must ask you to answer the following questions.

Do you or any immediate family member own or are part owners of a business doing business with the City of Storm Lake?

☐ Yes ☒ No

If so, name of the business and the percentage you or immediate family member own?

Are you employed by any business doing business with the City of Storm Lake? ☐ Yes ☒ No

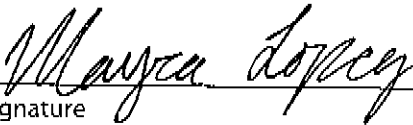
If Yes:

What is the name of the Business:

Is your salary/bonus determined by financial performance of the company or do you receive a commission?

☐ Yes ☒ No

I certify that the above answers are correct and true.


Signature

6/13/2019

Date

"Appointments to City Boards and Commissions are made by the Storm Lake Mayor and confirmed by the City Council."

Please return the completed form to:

City Clerk
City of Storm Lake
P.O. Box 1086
Storm Lake, IA 50588

If you should have any questions, feel free to contact City Administration at 732-8000.



APPLICATION FOR APPOINTMENTS TO STORM LAKE BOARDS & COMMISSIONS

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

PERSONAL DATA

Bennett	Robert	R
Last Name	First Name	Middle Initial
1008 Emerald Dr	Storm Lake	la
Address	City	State
712-732-1520	712-732-1690	50588
Home Phone #	Business Phone #	Cell Phone #
Farm Bureau Financial Services	Insurance Agent	E-mail Address:
Employer	Occupation	
How long have you lived in Storm Lake? 43 yrs		
List any volunteer/civic/community activity in which you have been involved in:		
Board of Trustees at Methodist Manor, Finance committee at the United Methodist Church		

Please check the following City boards or commissions to which you would like to be appointed:

- | | | |
|---|---|---|
| ☐ Airport Commission | ☐ 911 Board | ☐ ADA Committee |
| ☐ Airport Board of Adjustment | ☐ Board of Appeals | Mayor's Committee on |
| ☐ Band Trustees | ☐ Library Board (6 yrs) | ☐ Parks, Trails, and Urban |
| ☒ Board of Adjustment (5 yrs) | ☐ Landfill Commission | Forest |
| ☐ Cemetery Board | ☐ Planning & Zoning Commission | |
| ☐ Civil Service Commission (4 yrs) | ☐ Storm Water Advisory | |

All of the above boards & commissions have a 3-year term unless otherwise stated.

Why do you want to serve on this board or commission?

Your Board of Adjustment is short of members. I have been off the Board for about a year. Other than I miss the Board activity

I ALSO THINK THE BOARD COULD USE MY EXPERIENCE.

In accordance with Iowa Code Chapter 362 the City must determine what relationships or transactions you may have or potentially have with the City of Storm Lake prior to your appointment to a Board or Commission. In order to do this we must ask you to answer the following questions.

Do you or any immediate family member own or are part owners of a business doing business with the City of Storm Lake?

☐ Yes ☒ No

If so, name of the business and the percentage you or immediate family member own?

Are you employed by any business doing business with the City of Storm Lake? ☒ Yes ☐ No

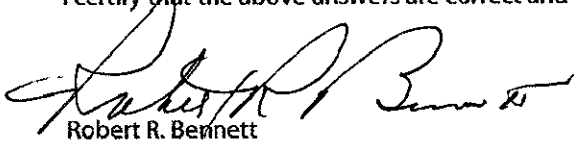
If Yes: Farm Bureau Financial Services

What is the name of the Business: Farm Bureau Financial Services

Is your salary/bonus determined by financial performance of the company or do you receive a commission?

☒ Yes ☐ No

I certify that the above answers are correct and true.



Robert R. Bennett

6/14/2019

Signature

Date

"Appointments to City Boards and Commissions are made by the Storm Lake Mayor and confirmed by the City Council."

Please return the completed form to:

City Clerk
City of Storm Lake
P.O. Box 1086
Storm Lake, IA 50588

If you should have any questions, feel free to contact City Administration at 732-8000.

Staff Summary

6/17/2019

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:

Calculated Expenses	
Payroll/Refunds/ Insurance	\$268,957.22
Contracts/Agreements	\$10,572.85
Local Businesses	\$107,580.12
Buena Vista County Business	\$5,369.44
Non-Local Business	\$94,095.72
Total Expenses	\$486,575.35
Please see attachment for supporting documents	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

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



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 06/06/2019 - 06/19/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
RR Electric LLC	BVC	Hangar A Plover Outage- 2 Break Repair	1,876.99
Mike's Electronics Inc	BVC	Lime System Services	900.86
RR Electric LLC	BVC	Hangar A Plover Outage	887.01
Mark Stanley	BVC	Stand Pipe Repairs	425.76
Control Systems Specialists, LLC	BVC	Service HVAC Units	394.00
Mike's Electronics Inc	BVC	SCADA Services	255.00
Power Solutions, Inc	BVC	Valve Gasket & Repairs to Generater	210.32
Buena Vista County Recorder	BVC	May 2019 Recording Fees	136.00
Mike's Electronics Inc	BVC	Memorial LS Service	113.15
RR Electric LLC	BVC	Hangar A Plover Outage- Supplies	110.17
Mike's Electronics Inc	BVC	Lagoon Flow Meter	105.00
Buena Vista County Solid Waste	BVC	Recycling	111.28
Mark Stanley	BVC	Double Payment	-156.10
BVC Total:			5,369.44
Contract/Agreement			
Sharen Peters Revocable Living Trust	Contract/Agreement	6/3/2019 Easement Agreement	5,000.00
Local Government Professionals Services, ll	Contract/Agreement	Admin Services	2,000.00
Storm Lake Development Group, LLC	Contract/Agreement	FY2019 Additional Rebate- Add 2 Parcels	1,902.85
Bolton & Menk, Inc	Contract/Agreement	General Engineering Services	1,670.00
Contract/Agreement Total:			10,572.85
Local			
Edwards Storm Lake	Local	2019 Chevy Tahoe	38,863.70
Star Energy, LLC	Local	Fuel	10,576.43
Philip E Havens	Local	May 2019 Legal Services	7,227.57
Storm Lake Industrial Corporation	Local	FY2019 6th Installment (Final)	7,000.00
Jim Bartholomew	Local	June 2019 Airport Contract	5,293.14
Dianne Johnson	Local	Bd & Disp of Cats & Dogs	4,425.00
Rebnord Technologies, Inc	Local	IT Service Agreement	7,579.33
Verizon Wireless Services LLC	Local	Cell Phone Service	2,502.30
Alliant Energy	Local	Gas Services	2,330.85
Long Lines	Local	Phone Service	2,059.49
Genesis Development	Local	Janitorial Services	2,000.00
Garbage Hauling Service Inc	Local	Garbage Service	1,588.03
Reding's Gravel & Excavating Co., Inc	Local	Load & Haul Snow Snow Blower to St Paul MN	1,362.50
Edwards Storm Lake	Local	Water Pump Replacement	1,256.05
North Lake Truck Repair	Local	Light Bar Repairs	1,037.31
Buena Vista Regional Medical Center	Local	4/21/2019 Patient Testing per Conscent Order	871.00
Stille Pierce & Pertzborn	Local	Add Durango	796.00
Stanton Electric, Inc	Local	LS Alarm Repairs	791.22
Mangold Environmental Testing, Inc	Local	Testing Services	688.50
Vanish LLC	Local	May 2019 Towing Services	650.00
Reding's Gravel & Excavating Co., Inc	Local	Rock	585.23
Vetter Equipment	Local	Seals & Wire	510.66
McCrea Eneterprises	Local	Paint Supplies	505.40
Graham Tire	Local	Tires	391.72
Fastenal Company	Local	Fasteners	389.17
Reding's Gravel & Excavating Co., Inc	Local	Rock	381.15
Rebnord Technologies, Inc	Local	UPS for Clarifier Building	350.00
Mike's Lawn Service, Inc	Local	Weed Control	335.00
Graham Tire	Local	New Tires	321.96
A & A Automotive	Local	Tire Replacement	259.47
Buena Vista Abstract & Title Co	Local	Abstract Services	250.00
McCrea Eneterprises	Local	Paint Supplies	249.15

My Buy Local_v1

Payment Date Range: 06/06/2019 - 06/19/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
Wiese Plumbing & Heating, Inc	Local	Vacuum Breaker Repairs	246.53
Builders FirstSource Inc	Local	Supplies	222.03
Reding's Gravel & Excavating Co., Inc	Local	Rock	193.66
Buena Vista Abstract & Title Co	Local	Abstract Services	380.00
Iowa Office Supply Inc	Local	Office Supplies	179.40
Stanton Electric, Inc	Local	Light Bulbs	168.60
Central Bank	Local	Credit Card Purchases	153.22
L & G Products, Inc	Local	Fungicide	148.86
Kelly Johnson	Local	May 2019 Punches	144.00
Rent-All, Inc	Local	Gooseneck Rental	135.00
Rust Publishing NWIA, LLC	Local	May 2019 Ads	129.00
Graham Tire	Local	New Tire	128.05
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	127.64
Mangold Environmental Testing, Inc	Local	Testing Services	123.25
Qwest Corporation	Local	Phone Service	113.89
North Lake Truck Repair	Local	Clamps	105.93
O'Reilly Automotive Inc	Local	Battery	105.90
Arctic Glacier International Inc	Local	Ice	105.57
Stanton Electric, Inc	Local	Pedestal	90.00
Vetter Equipment	Local	Supplies	86.23
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	84.99
Reding's Gravel & Excavating Co., Inc	Local	Scale Tickets	81.00
Mangold Environmental Testing, Inc	Local	Testing Services	76.50
Rebnord Technologies, Inc	Local	Supplies	69.95
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose	64.80
Fastenal Company	Local	Drill Bits	61.00
Dennis R Julius	Local	Laundry Services- Less Tax	54.30
Builders FirstSource Inc	Local	Supplies	53.08
Graham Tire	Local	Tire Repairs	50.00
Rust Publishing NWIA, LLC	Local	May 2019 Advertising	47.52
McCrea Eneterprises	Local	Paint Supplies	43.45
Storm Lake Hydraulics Co, Inc	Local	Seals	41.69
Michael Reinert	Local	Supplies	40.00
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	37.83
Fastenal Company	Local	Supplies	36.72
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	62.81
Fastenal Company	Local	Supplies	28.02
Vetter Equipment	Local	Fittings	26.40
Graham Tire	Local	Tire Repairs	25.00
L & G Products, Inc	Local	Chemicals	17.15
Fastenal Company	Local	Vests	16.99
L & G Products, Inc	Local	Fungicide	16.54
Dennis R Julius	Local	Entrance Mat Service	13.65
L & G Products, Inc	Local	Supplies	8.64
Graham Tire	Local	Valve Stem	8.00

Local Total: 107,580.12

Non-Local

Rehab Systems Inc	Non-Local	Jet Vacing & Televising Sanitary Sewer Lines	19,754.65
EWT Holding III Corp	Non-Local	Bioxide	14,944.42
OPG-3 Inc	Non-Local	Laserfiche Quickfields & Concierge Package	11,917.96
Mississippi Lime Company	Non-Local	Lime	10,841.41
Tomco2 Systems Company	Non-Local	Recalibration of RHM04	3,672.99
Kiesler Police Supply, Inc	Non-Local	Ammo	2,622.00
Qualified Presort Service, LLC	Non-Local	Printing Services	2,250.07
Hawkins, Inc	Non-Local	Hydro Acid & Sodium Aluminate	2,202.84
Silverstone Group, Incorporated	Non-Local	GASB-PRM Consulting Services	2,150.00
Praxair Inc	Non-Local	Carbon Dioxide	2,112.57
Electric Pump Inc	Non-Local	Emergency Pump Installation @ Radio Park LS	3,695.00
Qualified Presort Service, LLC	Non-Local	Printing Services	1,584.36
Municipal Emergency Services, Inc	Non-Local	Rubber Liner	1,362.50

My Buy Local_v1
Payment Date Range: 06/06/2019 - 06/19/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
J.W. Pepper & Son, Inc	Non-Local	Music- Less Tax	1,037.00
Heiman Inc	Non-Local	Uniforms	969.50
R & R Products, Inc	Non-Local	Golf Markers	965.10
Davis Equipment Corporation	Non-Local	Motor	850.09
Ziegler, Inc	Non-Local	Starter Switch	767.02
US Peroxide, LLC	Non-Local	Facility & Maintenance Service Agreement	750.00
Keller Plumbing, Heating, & Air LLC	Non-Local	Waterline Repairs- WWTP	576.47
Fisher Scientific Company, LLC	Non-Local	Harnesses	571.55
Pitney Bowes Inc	Non-Local	Postage	520.00
Pitney Bowes, Inc	Non-Local	6/6/2019 Postage	520.00
Qualified Presort Service, LLC	Non-Local	Printing Services	451.05
Artcraft & Foremost Inc	Non-Local	Vinyl	425.52
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	419.10
Barnes & Noble Booksellers, USA Inc	Non-Local	Books	413.19
Qualified Presort Service, LLC	Non-Local	Printing Services	387.42
Karl Chevrolet, Inc	Non-Local	ION Light Installation	347.00
Brodart Co.	Non-Local	Books	323.12
American Underground Supply, LLC	Non-Local	Traffic Cones	310.26
NCL of Wisconsin, Inc	Non-Local	Testing Supplies	297.58
Ahlers & Cooney, P.C.	Non-Local	Labor Relations Services	247.50
Tyler Technologies, Inc	Non-Local	Executime Conversion	218.75
Rice Signs LLC	Non-Local	Signs	215.10
Brodart Co.	Non-Local	Books	209.02
Bierschbach Equipment & Supply Company	Non-Local	Filters	188.37
Tyler Technologies, Inc	Non-Local	Executime Conversion	187.50
James M. Sweeney & Associates, Inc	Non-Local	Background Checks	184.50
W. W. Grainger, Inc	Non-Local	Light	176.82
Northern Balance & Scale, Inc	Non-Local	Calibration Services	174.00
Dale Vitito	Non-Local	Patch	170.99
Hotsy Equipment Company	Non-Local	Hotsy Repairs	151.00
Ahlers & Cooney, P.C.	Non-Local	Urban Renewal Legal Services	142.50
Dale Vitito	Non-Local	Uniform	137.79
Midwest Tape, LLC	Non-Local	DVDs	108.96
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	108.70
Custom Conveyor Corporation	Non-Local	Wiper Blades	108.06
R & R Products, Inc	Non-Local	Blade & Supplies	103.65
Underground Location Company	Non-Local	Locating Services	102.00
ABC Pest Control, Inc	Non-Local	Pest Control Services	100.00
Iowa Lakes Corridor Development Corp	Non-Local	Senior Leadership Workshop- Porsch	100.00
Dale Vitito	Non-Local	Recognition Bar	92.99
J.W. Pepper & Son, Inc	Non-Local	Music	90.39
Houchen Bindery, Ltd	Non-Local	Book Covers	90.25
Brodart Co.	Non-Local	Books	83.35
Farm & Home Publishers LTD	Non-Local	Books	56.00
Midwest Tape, LLC	Non-Local	DVDs	48.73
Steven A Beeck	Non-Local	Window Cleaning Services	37.00
Secretary of State	Non-Local	2019 Notary	30.00
Skarshaug Testing laboratory, Inc	Non-Local	Gloves	27.55
Midwest Tape, LLC	Non-Local	DVDs	26.24
Brodart Co.	Non-Local	Books	23.65
Ingram Library Services, Inc	Non-Local	Books	100.68
Barnes & Noble Booksellers, USA Inc	Non-Local	Books	18.40
Ingram Library Services, Inc	Non-Local	Books	135.13
W. W. Grainger, Inc	Non-Local	V Belt	12.98
Ingram Library Services, Inc	Non-Local	Books	12.22
Brodart Co.	Non-Local	Books	33.17
UPS	Non-Local	Shipping	10.22
Brodart Co.	Non-Local	Books	8.99
Recorded Books, LLC	Non-Local	CDs	7.95
Qualified Presort Service, LLC	Non-Local	Printing Services	1.79

My Buy Local_v1**Payment Date Range: 06/06/2019 - 06/19/2019**

Vendor Name	Buy Local Info	Payable Description	Total Payments
UPS	Non-Local	Late Fee	1.09
	Non-Local Total:	94,095.72	
Payroll/Refunds			
Marilyn Mittelstadt	Payroll/Refunds	Sewer Backup Reimbursement on 3/9/2019	1,250.00
Custodian of Petty Cash	Payroll/Refunds	May 2019 Postage	197.24
Matthew Younie	Payroll/Refunds	Taser Training- Windsor Heights- Younie	134.80
Susan Lyngaas	Payroll/Refunds	Library Renovation Travel Reimbursement	77.72
Ruth Freese	Payroll/Refunds	Homebound Deliveries	16.35
Patrick Diekman	Payroll/Refunds	Drone 2 Registration	5.00
	Payroll/Refunds Total:	1,681.11	
	Grand Total:	219,299.24	



Storm Lake, IA

Project Activity vs Budget Report

By Project Number

Date Range: 06/06/2019 - 06/19/2019

Project Number	Project Name	Group	Type	Status			
01112-0019	WasteWater Treatment Facility Wetlands	National Resiliency Disaster Grant Projects	Federal/State Grant	Active			
Expenses			Beginning Balance	Ending Balance	Budget Remaining		
Account Key	Account Name	Total Budget	Date Range Budget	Total Activity			
62100001-02	WWTP Engineering	195,000.00	11,470.59	164,130.74	30,869.26		
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Ending Balance	Budget Remaining	
62100001-03	WWTP Legal/Admin	10,635.00	625.59	7,000.62	7,000.62	3,634.38	
01112-0019 Total:		205,635.00	12,096.18	171,131.36	0.00	171,131.36	34,503.64
Project Number	Project Name	Group	Type	Status			
01112-0020	10th & Ontario StormWater Improvements	National Resiliency Disaster Grant Projects	Federal/State Grant	Active			
Expenses			Beginning Balance	Ending Balance	Budget Remaining		
Account Key	Account Name	Total Budget	Date Range Budget	Total Activity			
62100002-01	10th & Ontario Construction	1,432,754.21	84,279.67	1,276,540.83	156,213.38		
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Ending Balance	Budget Remaining	
62100002-02	10th & Ontario Engineering	313,500.00	18,441.18	313,480.12	19.88		
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Ending Balance	Budget Remaining	
62100002-03	10th & Ontario Legal/Admin	7,500.00	441.18	3,865.62	3,865.62	3,634.38	
01112-0020 Total:		1,753,754.21	103,162.03	1,593,886.57	0.00	1,593,886.57	159,867.64
Project Number	Project Name	Group	Type	Status			
01112-0021	4th & Oats StormWater Improvements	National Resiliency Disaster Grant Projects	Federal/State Grant	Active			
Expenses			Beginning Balance	Ending Balance	Budget Remaining		
Account Key	Account Name	Total Budget	Date Range Budget	Total Activity			
62100003-02	4th & Oats Engineering	137,000.00	8,058.82	84,938.46	52,061.54		
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Ending Balance	Budget Remaining	
62100003-03	4th & Oats Legal & Admin	15,500.00	911.74	12,565.62	2,934.38		
01112-0021 Total:		152,500.00	8,970.56	97,504.08	0.00	97,504.08	54,995.92
Project Number	Project Name	Group	Type	Status			
16-19284	4th & Barton Storm Water Improvements	National Resiliency Disaster Grant Projects	Federal/State Grant	Active			
Expenses			Beginning Balance	Ending Balance	Budget Remaining		
Account Key	Account Name	Total Budget	Date Range Budget	Total Activity			
62100004-02	4th & Barton SW Improvements	118,500.00	6,970.59	63,416.50	55,083.50		

Project Activity vs Budget Report

Date Range: 06/06/2019 - 06/19/2019

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	441.18	3,865.62	0.00	3,865.62	3,634.38
16-19284 Total:		126,000.00	7,411.77	67,282.12	0.00	67,282.12	58,717.88
Project Number	Project Name	Group	Type	Status			
18-CF-004	United Community Health Service Center	Economic Development	Grant	Active			
Expenses							
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
30100005-01	UHC Service Center- Construction	580,000.00	29,000.00	0.00	0.00	0.00	580,000.00
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
30100005-03	UHC Service Center- Admin	20,000.00	1,000.00	0.00	2,000.00	2,000.00	18,000.00
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity	
301-6900-08-6799	Undesignated Capital	06/17/2019	Admin Services	Local Government Professionals S...	2019-SC-0042	2,000.00	
18-CF-004 Total:		600,000.00	30,000.00	0.00	2,000.00	2,000.00	598,000.00
Project Number	Project Name	Group	Type	Status			
35665	1st & Mae Street	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
62100006-01	1st & Mae SW Construction	674,382.59	39,669.56	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	10,588.24	108,490.69	0.00	108,490.69	71,509.31
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	794.14	9,865.63	0.00	9,865.63	3,634.37
35665 Total:		867,882.59	51,051.94	727,180.96	0.00	727,180.96	140,701.63
Project Number	Project Name	Group	Type	Status			
8406	7th & Geneseo St Sanitary Sewer Improvements	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
62100008-01	7th & Geneseo Construction	348,446.35	20,496.84	348,446.35	0.00	348,446.35	0.00
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100008-02	7th & Geneseo Engineering	45,360.00	2,668.24	45,360.00	0.00	45,360.00	0.00
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100008-03	7th & Geneseo Legal/Admin	16,500.00	970.59	12,865.63	0.00	12,865.63	3,634.37
8406 Total:		410,306.35	24,135.67	406,671.98	0.00	406,671.98	3,634.37

Project Activity vs Budget Report

Date Range: 06/06/2019 - 06/19/2019

Project Number	Project Name	Group	Type	Status			
A21.117315	Casino Lift Station Ordor Control Improvements	Sanitary Sewer Projects	Construction	Active			
Expenses							
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
61100001-01	Casino LS Odor Control- Construction	184,106.00	11,506.62	0.00	0.00	0.00	184,106.00
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
61100001-02	Casino LS Odor Control- Engineering	70,000.00	4,375.00	52,500.00	0.00	52,500.00	17,500.00
A21.117315 Total:		254,106.00	15,881.62	52,500.00	0.00	52,500.00	201,606.00

Project Number	Project Name	Group	Type	Status			
P11.106893	Richland Street Rehabilitation	Street Construction	Construction	Active			
Expenses							
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
30100001-01	Richland St Construction	464,969.30	25,831.63	464,969.30	0.00	464,969.30	0.00
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
30100001-02	Richland St Engineering	84,180.00	4,676.67	75,253.25	0.00	75,253.25	8,926.75
P11.106893 Total:		549,149.30	30,508.30	540,222.55	0.00	540,222.55	8,926.75

Project Number	Project Name	Group	Type	Status			
P11.112742	North Central SW Phase II	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
62100007-01	NCSW Ph II Construction	1,595,092.00	93,828.94	1,595,092.00	0.00	1,595,092.00	0.00
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100007-02	NCSW Ph II Engineering	273,000.00	16,058.82	251,849.25	0.00	251,849.25	21,150.75
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100007-03	NCSW Ph II Admin/Legal	7,500.00	441.18	4,018.63	0.00	4,018.63	3,481.37
P11.112742 Total:		1,875,592.00	110,328.94	1,850,959.88	0.00	1,850,959.88	24,632.12

Project Number	Project Name	Group	Type	Status			
P11.113934	3rd Addition Phase III	Economic Development	Construction	Active			
Expenses							
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
12500001-01	3rd Addition Ph III Construction	465,050.20	25,836.13	465,050.20	0.00	465,050.20	0.00
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
12500001-02	3rd Addition Ph III- Engineering	50,500.00	2,805.56	79,228.00	0.00	79,228.00	-28,728.00
P11.113934 Total:		515,550.20	28,641.69	544,278.20	0.00	544,278.20	-28,728.00

Project Number	Project Name	Group	Type	Status
P11.115917	Memorial Park Water Quality	National Resiliency Disaster Grant Projects	Federal/State Grant	Active
Expenses				

Project Activity vs Budget Report
Date Range: 06/06/2019 - 06/19/2019

Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100005-02	Memorial Park WQ Engineering	45,668.00	1,574.76	43,239.50	0.00	43,239.50	2,428.50
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100005-03	Memorial Park WQ Legal/Admin	7,500.00	258.62	3,865.63	0.00	3,865.63	3,634.37
P11.115917 Total:		53,168.00	1,833.38	47,105.13	0.00	47,105.13	6,062.87
Project Number	Project Name	Group	Type	Status			
P11.117908	Michigan Street Parking Lot Reconstruction	Street Construction	Construction	Active			
Expenses	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
30100003-02	Michigan St Parking Engineering	82,390.00	5,149.38	44,990.00	0.00	44,990.00	37,400.00
P11.117908 Total:		82,390.00	5,149.38	44,990.00	0.00	44,990.00	37,400.00
Project Number	Project Name	Group	Type	Status			
T51.115389	Rehabilitate Connector Apron	Airport Projects	Federal/State Grant	Active			
Expenses	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
30100002-01	Apron Rehab- Construction	75,492.00	-297.04	75,492.00	0.00	75,492.00	0.00
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
30100002-02	Apron Rehab- Engineering	28,700.00	0.00	28,451.50	0.00	28,451.50	248.50
T51.115389 Total:		104,192.00	-297.04	103,943.50	0.00	103,943.50	248.50

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	12,096.18	171,131.36	0.00	171,131.36	34,503.64
01112-0020	10th & Ontario StormWater Improvem...	1,753,754.21	103,162.03	1,593,886.57	0.00	1,593,886.57	159,867.64
01112-0021	4th & Oats StormWater Improvements	152,500.00	8,970.56	97,504.08	0.00	97,504.08	54,995.92
16-19284	4th & Bartion Storm Water Improvemen...	126,000.00	7,411.77	67,282.12	0.00	67,282.12	58,717.88
18-CF-004	United Community Health Service Center	600,000.00	30,000.00	0.00	2,000.00	2,000.00	598,000.00
35665	1st & Mae Street	867,882.59	51,051.94	727,180.96	0.00	727,180.96	140,701.63
8406	7th & Geneseo St Sanitary Sewer Impro...	410,306.35	24,135.67	406,671.98	0.00	406,671.98	3,634.37
A21.117315	Casino Lift Station Ordor Control Impro...	254,106.00	15,881.62	52,500.00	0.00	52,500.00	201,606.00
P11.106893	Richland Street Rehabilitation	549,149.30	30,508.30	540,222.55	0.00	540,222.55	8,926.75
P11.112742	North Central SW Phase II	1,875,592.00	110,328.94	1,850,959.88	0.00	1,850,959.88	24,632.12
P11.113934	3rd Addition Phase III	515,550.20	28,641.69	544,278.20	0.00	544,278.20	-28,728.00
P11.115917	Memorial Park Water Quality	53,168.00	1,833.38	47,105.13	0.00	47,105.13	6,062.87
P11.117908	Michigan Street Parking Lot Reconstruct...	82,390.00	5,149.38	44,990.00	0.00	44,990.00	37,400.00
T51.115389	Rehabilitate Connector Apron	104,192.00	-297.04	103,943.50	0.00	103,943.50	248.50
Report Total:		7,550,225.65	428,874.42	6,247,656.33	2,000.00	6,249,656.33	1,300,569.32

Group Summary

Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	104,192.00	-297.04	103,943.50	0.00	103,943.50	248.50
Economic Development	1,115,550.20	58,641.69	544,278.20	2,000.00	546,278.20	569,272.00
National Resiliency Disaster Grant Proje...	5,444,838.15	318,990.47	4,961,722.08	0.00	4,961,722.08	483,116.07
Sanitary Sewer Projects	254,106.00	15,881.62	52,500.00	0.00	52,500.00	201,606.00
Street Construction	631,539.30	35,657.68	585,212.55	0.00	585,212.55	46,326.75
Report Total:	7,550,225.65	428,874.42	6,247,656.33	2,000.00	6,249,656.33	1,300,569.32

Type Summary

Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Construction	1,401,195.50	80,180.99	1,181,990.75	0.00	1,181,990.75	219,204.75
Federal/State Grant	5,549,030.15	318,693.43	5,065,665.58	0.00	5,065,665.58	483,364.57
Grant	600,000.00	30,000.00	0.00	2,000.00	2,000.00	598,000.00
Report Total:	7,550,225.65	428,874.42	6,247,656.33	2,000.00	6,249,656.33	1,300,569.32

Staff Summary

6/17/2019

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: 5-29-2019 through 6-11-2019

Total Contacts	62
Tall Grass - Weeds	25
Accumulated Trash	5
Accumulated Junk	12
Junk Vehicles	18
Hard Surface Parking	1
Accumulated Filth	1
Citations	6

FISCAL IMPACT: None

RECOMMENDATION: No Action Necessary

Staff Summary

6/17/2019

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: Mark Prosser, Public Safety Director

SUBJECT: **Motion Authorizing a Noise Variance for the Lao Temple**

BACKGROUND: Attached is a written request for a Noise Variance for the Lao Temple located at 6018 Rothmoor Road for an outdoor ceremonial celebration scheduled for Friday, 7-12-2019 (1:00pm until 11:00pm) and Saturday, 7-13-2019 (2:00pm until 1:00am).

This event is consistent with previous years.

I will issue the Variance upon receipt of a consensus in the affirmative by the city council.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
□ Permit	Permit

noise ordinance
MAY 31TH, 2019

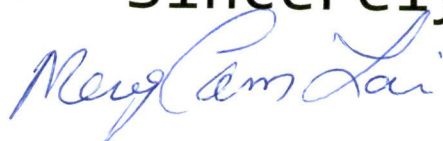
Storm Lake City Council
Chief Mark Prosser, Public Safety

On behalf of the Storm Lake
Lao Temple, we are requesting a
noise ordinance on July 12th from
1pm through 11pm. And again on July
13th from 2pm through 1am next day.
For a ceremonial celebration.

If there are any questions please
contact:

Meng Lai, China House, 712-299-1068

Sincerely;



Page 1



**Public Safety
Police & Fire
PERMIT**

401 East Milwaukee Avenue
Storm Lake, Iowa
Phone: 712-732-8010
Email: publicsafety@stormlake.org

Event: Lao Temple Ceremonial Celebration

Issued To:

Name: Meng Lai

Organization: Temple Representative

Address: 624 West Milwaukee Avenue, Storm Lake, IA 50588

Phone: 712-299-1068

Date(s) of Event: 7-12-2019 & 7-13-2019

Time(s) of Event: 1:00pm until 11:00pm & 2:00 until 1:00am

Expiration of Permit: 7-14-2019

Location / Area
of Use:

Temple Property @ 6018 Rothmoor Road

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Mark A. Prosser

Please Print

Date: 6-18-2019

Signature:

Title: Public Safety Director

Staff Summary

6/17/2019

Agenda Item # E.



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: **Motion Authorizing Noise Variances for Buena Vista University**

BACKGROUND: Attached is a written request submitted by Jessica Garling with BVU Security requesting a series of Noise Variances related to events scheduled for BVU's Welcome Week at the beginning of their next academic year. The Variances are for outdoor amplified announcements and entertainment.

Specific requests are as follows:

*Friday, 8-23-2019 from 8:00am until 1:00pm and 8:00pm until 12:00am for the BVU campus

*Saturday, 8-24-2019 from 3:00pm until 11:30pm in Scout Park

*Sunday, 8-25-2019 from 8:00pm until 12:00am at Central Campus Commons

*Friday, 8-30-2019 from 5:00pm until 12:00am in Scout Park and at the BVU Rec. House

*Monday, 9-2-2019 from 1:00pm until 4:00pm at the BVU Volleyball Courts

These requests are consistent with previous years.

I'll issue the variances upon receipt of a consensus in the affirmative by the city council.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description		Type
	Attachment	Letter



June 3rd, 2019

Mark Prosser
Storm Lake Police Department
401 East Milwaukee Ave.
Storm Lake, Iowa 50588

Dear Mr. Prosser,

Buena Vista University is preparing for Welcome Week activities on campus for new and returning students. To make this year's events a success, we are requesting the assistance of the city with a noise variance for the following dates and times.

- Friday, August 23, 2019 8:00 AM to 1:00PM & 8:00PM to Midnight we will be playing music while students are moving in during the morning (8AM-1PM).
- Saturday, August 24, 2019 3:00 PM to 11:30 PM Moving in Stereo will be playing in Scout Park/ University Cove for the Beaver Olympics. Capture the Flag will be played on the football field with music.
- Sunday August 25, 2019 8:00 PM to Midnight we will be hosting our Welcome Back concert on Central Campus.
- Friday August 30, 2019 5:00 PM to Midnight we will be hosting a Fire Pit Social for all students at the Outdoor Rec House, University Cove, and Scout Park.
- Monday, September 2, 2019 1:00-4:00PM we will be hosting a sand volleyball tournament behind the Suites on campus.

Buena Vista University will inform the University neighbors of the date and time of these events through a flier delivered to their homes, allowing residents to prepare accordingly. We will distribute the notices a week prior to the event.

Thank you for your assistance on this request and if additional information is needed, please contact me at 712-749-2500.

Sincerely,

A handwritten signature in dark ink that reads 'Jessica Garling'.

Jessica Garling
Director of Buena Vista University Campus Security



**Public Safety
Police & Fire
PERMIT**

401 East Milwaukee Avenue
Storm Lake, Iowa
Phone: 712-732-8010
Email: publicsafety@stormlake.org

Event: BVU Welcome Week

Issued To:

Name: Jessica Garling

Organization: BVU Security

Address: 610 West 4th Street, Storm Lake, IA 50588

Phone: 712-749-2502

Date(s) of Event: Friday, 8-23-2019

Time(s) of Event: 8:00am until 1:00pm 7 8:00pm until 12:00am

Expiration of Permit: 8-24-2019

Location / Area
of Use:

BVU Campus

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by:

Mark A. Prosser

Date:

6-18-2019

Please Print

Signature:

Title:

Public Safety Director



**Public Safety
Police & Fire
PERMIT**

401 East Milwaukee Avenue
Storm Lake, Iowa
Phone: 712-732-8010
Email: publicsafety@stormlake.org

Event: BVU Welcome Week

Issued To:

Name: Jessica Garling

Organization: BVU Security

Address: 610 West 4th Street, Storm Lake, IA 50588

Phone: 712-749-2502

Date(s) of Event: Saturday, 8-24-2019

Time(s) of Event: 3:00pm until 11:30pm

Expiration of Permit: 8-25-2019

Location / Area
of Use:

Scout Park & BVU Football Stadium

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Mark A. Prosser

Please Print

Date: 6-18-2019

Signature:

Title: Public Safety Director



**Public Safety
Police & Fire
PERMIT**

401 East Milwaukee Avenue
Storm Lake, Iowa
Phone: 712-732-8010
Email: publicsafety@stormlake.org

Event: BVU Welcome Week

Issued To:

Name: Jessica Garling

Organization: BVU Security

Address: 610 West 4th Street, Storm Lake, IA 50588

Phone: 712-749-2502

Date(s) of Event: Sunday, 8-25, 2019

Time(s) of Event: 8:00pm until 12:00am

Expiration of Permit: 8-26-2019

Location / Area
of Use:

BVU Central Campus

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Mark A. Prosser

Please Print

Date: 6-18-2019

Signature:

Title: Public Safety Director



**Public Safety
Police & Fire
PERMIT**

401 East Milwaukee Avenue
Storm Lake, Iowa
Phone: 712-732-8010
Email: publicsafety@stormlake.org

Event: BVU Welcome Week

Issued To:

Name: Jessica Garling

Organization: BVU Security

Address: 610 West 4th Street, Storm Lake, IA 50588

Phone: 712-749-2502

Date(s) of Event: Friday, 8-30-2019

Time(s) of Event: 5:00pm until 12:00am

Expiration of Permit: 8-31-2019

Location / Area
of Use:

BVU Outdoor Rec. House - Scout Park

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by:

Mark A. Prosser

Date:

6-18-2019

Please Print

Signature:

Title:

Public Safety Director



**Public Safety
Police & Fire
PERMIT**

401 East Milwaukee Avenue
Storm Lake, Iowa
Phone: 712-732-8010
Email: publicsafety@stormlake.org

Event: BVU Welcome Week

Issued To:

Name: Jessica Garling

Organization: BVU Security

Address: 610 West 4th Street, Storm Lake, IA 50588

Phone: 712-749-2502

Date(s) of Event: Monday, 9-2-2019

Time(s) of Event: 1:00pm until 4:00pm

Expiration of Permit: 9-3-2019

Location / Area
of Use:

BVU Volleyball Courts

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Mark A. Prosser

Date: 6-18-2019

Signature:

Please Print

Title:

Public Safety Director

Staff Summary

6/17/2019

Agenda Item # F.



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: **Motion Authorizing Road Closures & No Parking Zone
Variances for Buena Vista University**

BACKGROUND: Attached is a written request from Jessica Garling, Director of Campus Security at Buena Vista University submitting their annual requests for road closures and No Parking Zone Variances during high volume move in and move out days during the next academic year at BVU.

On the attached letter there is a series of dates listed where variances to the No Parking Zones adjacent to university dormitories are requested. In addition BVU is requesting that Grand Avenue from Peterson Drive north to Iowa Street and West 4th Street from College Street west to Early Street be closed on Friday, 8-23-2018 from 8:00am until 1:00pm to facilitate vehicle unloading and one way traffic routing for efficient movement of vehicles and students.

These requests are consistent with previous years and the move in / move out process works very well.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
□ Resolution	Resolution



TO: Storm Lake City Council
FROM: Jessica Garling, Director of Campus Security
DATE: June 3, 2019

**RE: REQUESTED PLAN FOR MOVING STUDENTS IN AND OUT OF
THE RESIDENCE HALLS FOR THE 2019-2020 ACADEMIC YEAR**

Buena Vista University is requesting that, on the dates listed below, the City of Storm Lake allow vehicles to park and load/unload on the east side of Grand Avenue from the J. Leslie Rollins Stadium north to Iowa Street, on the north side of West 4th Street from Grand to Early, and on the south side of West 4th Street from Grand to College.

Move in Dates

August 12	Athletic Trainers
August 12	Football Team
August 12	Residence Life Staff
August 16-23	Other Fall Athletic Teams/Groups
August 24-25	Alternative/Returners Move in Day
October 27	Return Fall Break
December 1	Return Thanksgiving Break
January 5	Return for Interim
January 28	Return for Spring Semester
March 22	Return from Spring Break
April 13	Return from Easter Break

Move Out Dates

October 23	Fall Break
November 27	Thanksgiving Break
December 9-12	Final Exams
December 12	End of Fall Semester
January 24	End of Interim
March 13	Spring Break
April 9	Easter Break
May 18-21	Final Exams
May 23	Commencement
May 24	Seniors & RAs Moving Out

Additionally, Buena Vista University is requesting that on the following dates and times listed below, the City of Storm Lake close for one-way traffic Grand Avenue from J. Leslie Rollins Stadium north to Iowa street and Fourth from College to Early. We would also request that on these dates the City of Storm Lake allow vehicles to park and load/unload on the east side of Grand Avenue from J. Leslie Rollins Stadium north to Iowa Street, on the north side West 4th Street from Grand to Early, and on the south side of West 4th from Grand to College.

August 23 - New Students arrive- 8AM-1PM

We agree to complete the following guidelines to assist with move-in and move-out procedures:

- Buena Vista University will place temporary "No Parking" signs on the opposite sides of roads where parking is not allowed on these dates.
- Notices concerning the procedures for move-in and move-out will be disseminated to all students.
- Signs will be posted in residence halls reminding students of the move-in and move-out procedures.
- Street parking restrictions will be reviewed at hall meetings by staff.
- On dates when streets are closed for one-way traffic, we will place barricades to direct traffic and have them staffed during times listed above, we will review any problems with the Police Department.

Thank you for your continued support and attention to this request. Please call me at 749-2500 if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads 'Jessica Garling'.

Jessica Garling
Director of Campus Security

Staff Summary

6/17/2019

Agenda Item # G.



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: **Airport Commission Summary**

BACKGROUND: **June 10, 2019 Airport Commission Meeting:**

1. Aviation Fuel Contract was approved with Titan Aviation Fuel.
2. Airport Manager's Agreement approved with a 3% increase in compensation.
3. Airport Fixed-Based Operator Lease Agreement approved.
4. Review of the \$0.90 mark-up on fuel, motioned to keep the mark-up at \$0.90 for AV Gas and Jet Fuel.

FISCAL IMPACT: Costs associated with the actions of the Airport Commission are inside the operating budget approved by Council.

RECOMMENDATION: No Action Necessary on for this item.

ATTACHMENTS:

Description	Type
☐ Aviation Fuel Contract	Contract
☐ Airport Manager's Agreement	Contract
☐ Airport Fixed-Base Operator Lease Contract	Contract

STATE OF IOWA

COUNTY OF BUENA VISTA

AVIATION FUELS CONTRACT

THIS AGREEMENT, entered into this 1st day of July, 2019, by and between EASTERN AVIATION FUELS, INC. dba TITAN AVIATION FUELS of New Bern, North Carolina, hereinafter called "Seller" and CITY OF STORM LAKE in STORM LAKE, IA hereinafter called "Buyer" as follows:

1. AGREEMENT: Seller agrees to sell and deliver, and Buyer agrees to purchase, receive and pay for from Seller, Buyer's entire requirements of aviation fuels for use or resale at the CITY OF STORM LAKE, at or near Storm Lake, IA (Storm Lake Airport).

2. TERM: This contract shall remain in force for a period of FIVE (5) years beginning on the 1st day of July, 2019 and for successive periods of twelve months each thereafter, unless and until terminated by either party upon notice in writing given at least thirty days before the end of any such twelve-month period.

3. DELIVERIES: The aviation fuels sold and purchased hereunder shall be the regular grade or grades of aviation fuels as currently supplied by TITAN AVIATION FUELS and deliveries to Buyer hereunder shall be by tank truck or pipeline at the place of business of Buyer at said Airport in approximately even quantities in such amounts and at such times during business hours as Buyer may direct. It is understood that Seller's obligation hereunder is limited to such grade or grades of aviation fuels as are distributed by Seller, at the time and place of delivery hereunder.

4. PRICING: Buyer agrees to pay for the aviation fuels covered by this contract as follows:

JET A	Seller's posted dealer price*
-------	-------------------------------

AVIATION GASOLINE 100LL	Seller's posted dealer price*
-------------------------	-------------------------------

*As herein used, the words "Seller's posted dealer price" mean the price posted and displayed at the time of delivery, at Seller's office at location shown in paragraph 15 hereafter.

5. PAYMENTS: If Seller shall extend credit to Buyer, Buyer shall pay Seller sums due under this Agreement net ten (10) days from delivery date via Electronic Funds Transfer.

- a. Seller extends these payment terms and a line of credit based upon the last review of Buyer's current financial condition. With prior written notice to Buyer, Seller may change the payment terms or line of credit if there is a material change in Buyer's financial status as determined by Seller.
- b. Seller may assess a delinquency charge on all overdue sums owing to Seller. Such delinquency charge shall be determined in accordance with applicable law and Seller's established delinquency charge policy in effect on the date of delivery.

- c. If Buyer fails to comply with payment requirements, Seller may suspend deliveries until Buyer pays all sums due hereunder or terminate this agreement forthwith. The suspension or termination of this agreement because of failure of Buyer to perform any of the agreements herein contained shall not in any way prejudice Seller's other rights hereunder.
- d. If Buyer's account with Seller is in arrears, the Buyer hereby agrees that the Seller, at its discretion, may request credit card companies to reimburse Seller with Buyer's credit card receipts and hereby authorizes the credit card company to send credit card reimbursement to Seller.
- e. It is further agreed that the Seller, in lieu of reimbursing Buyer for credit card receipts, may apply the reimbursement to the outstanding balance on Buyer's account.

6. ATTORNEY AND/OR COLLECTION FEES: If the Buyer becomes in default of the terms of this agreement, Buyer agrees to a late payment charge on any delinquent balance in the amount of 1.5% per month, 18.0% per annum or the maximum amount permitted by law from the date of default. Buyer agrees to pay any attorney or collection fees if incurred in the collection of any delinquent balance or the enforcement of this contract.

7. TAXES, FEES, AND AIRPORT CHARGES: Any tax or other charge imposed by any governmental authority or other agency upon the commodity herein sold, or on the production, sale, transportation, or delivery thereof, or any feature thereof or of this agreement, existing at the time of delivery thereunder, shall be added to the price hereunder and paid by Buyer.

8. FAILURE TO PERFORM: If Seller's supplier should at any time during the life of this contract discontinue the marketing of any or all grades of aviation fuels in Buyer's territory, Seller shall be relieved of all obligation to sell or deliver such discontinued grade or grades to Buyer and Buyer shall be at liberty to purchase such discontinued grade or grades from other sources.

9. CONDITIONS: All orders hereunder will be filled with reasonable promptness, but it is mutually agreed that Seller shall not be obligated to furnish goods hereunder, nor be liable in damages for failure to do so, in the event acts of God, strikes, difficulties with its workers, lockouts, fires, foreign or domestic governmental authority, war conditions in this and any foreign country, accident, delays by railway or other methods of transportation, or other causes beyond its control, shall render it impossible for Seller to do.

10. TRADEMARKS: Seller grants to Buyer a nonexclusive, non-transferable right to use the "Shell Aviation" brand or licensed trademark in connection with the sale of Aviation Fuel at Buyer FBO. Buyer will conform to the branding rules of usage set forth by Seller. Nonconformance to these rules will result in the de-branding of the Buyer FBO.

11. HEALTH, SAFETY & ENVIRONMENTAL ("HS&E") COMPLIANCE:

(a) Product Handling - Buyer shall exercise extreme caution in the storing, handling, and dispensing of Aviation Fuel, including daily inspection of all storage and dispensing equipment to prevent or eliminate contamination in any form, including commingling with other fuels. Buyer shall, immediately notify Seller of any instance of Aviation Fuel contamination or commingling with other fuels.

(b) Environmental Compliance - Buyer shall observe any and all federal, state, and municipal laws, ordinances, rules and regulations, user permits, and the like pertaining to the composition, handling, storage and dispensing of Aviation Fuel purchased hereunder including, without limitation, any and all laws, ordinances, rules and regulations pertaining to the volatility or vapor pressure of Aviation Fuel and the storage of same in aboveground or underground storage tanks. Buyer shall comply with any reasonable program instituted by Seller to assure compliance with any such laws, ordinances, rules and regulations.

12. INSURANCE TO BE MAINTAINED BY BUYER: Buyer shall purchase and maintain at Buyer's expense the following insurance coverage in order to be a branded Shell Aviation FBO:

(a) Commercial General Liability Insurance, including premises and operations as well as products/completed operations liability for aviation products and refueling operations with minimum limits of five hundred thousand dollars (\$500,000) without restrictive per person sub-limits for bodily injury and/or property damage.

(b) Name both Shell Aviation, d.b.a. Shell Oil Products Company U.S., LLC and Titan Aviation Fuels, Inc., as additional insured parties with respect to liability arising from Buyers aviation operations. Operations including refueling, de-fueling and/or lubrication of aircraft.

Excess Aviation Refueling Liability Insurance in the amount of 50 million dollars (\$50,000,000) will be provided Buyer free of charge provided Buyer secures and maintains said underlying insurance.

In the event Buyer is able to secure said insurance, only with \$100,000 per-person sub-limits for bodily injury Buyer will be permitted to be a branded Shell Aviation FBO, but will not be eligible for the 50 million excess liability insurance program.

Buyer may elect not to participate in the Excess Aviation refueling Liability Insurance program, but will be required to maintain insurance meeting the above criteria to be a branded Shell Aviation FBO.

13. CHARGE / CREDIT CARD PROGRAM : Invoices from credit and charge card sales may be purchased by Seller from Buyer for approved charge and credit cards, but only as to such merchandise and services and upon such express regulations and instructions as may be set forth in the "Shell Merchant Terms and Operating Procedures Manual" published by Seller and furnished to Buyer from time-to-time. Upon failure by Buyer to comply strictly with such regulations and instructions, Seller shall have the right to charge back to Buyer any amounts represented by non-complying sales. Such regulations and instructions, as amended or supplemented from time-to-time at Seller's sole discretion, shall be deemed part of this Agreement. Buyer shall accept and honor all credit card, charge card, fuel card, contract fuel, and other payment methods designated by Seller. All transactions shall be processed via point-of-sale devices and web-enabled processing solutions that are designated and provided by Seller or 3rd party software vendors designated and approved by Seller.

14. CONTRACT FUEL PROGRAM : Seller offers a comprehensive Contract Fuel Program, and Buyer agrees to participate in this program exclusively. Buyer represents and warrants that all contract fuel sales will be through Seller's Contract Fuel Program and that

it will not use any other Supplier or Reseller Contract Fuel Program. Buyer agrees that into-wing services provided by Buyer to Seller's contract fuel customers will be at a fee lower than any other fee offered to other Resellers. Buyer agrees to process all Reseller transactions via Seller's Contract Fuel Program.

15. NOTICES: Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

SELLER: TITAN AVIATION FUELS
Post Office Box 12327
New Bern, North Carolina 28561

BUYER: CITY OF STORM LAKE
ATTN: Tyler Gibbins
City Hall, PO BOX 1086
Storm Lake, IA 50588
Airport Address:
850 630th St.
Storm Lake, IA 50588

15. INCENTIVES: Seller agrees to provide the following Incentives to Buyer:

- a. Seller will provide AirNav Silver Level advertising for Buyer for five (5) years.
- b. Article in EAF Quick Turn magazine.
- c. Seller will observe the following credit card processing rates for self-service transactions on behalf of the Buyer: Shell/Shell Fleet/Shell Retail/Shell Mastercard: 0%; MasterCard/Visa 2.00%; Discover 2.5%; American Express 2.75%; MultiService 2.75%; AvCard 2.75%; Government Card 2.75%. These may be subject o change based on third party increases/decreases.
- d. Shell Logo apparel for client facing staff.

16. MERGER: There is no arrangement, agreement or understanding, by or between the contracting parties expressed or implied in any manner relating to the subject matters hereof nor herein specifically stated, and this Agreement shall not be altered or amended except in writing signed by both Buyer and Seller.

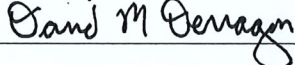
This the day of May, 2019

EASTERN AVIATION FUELS, INC dba TITAN AVIATION FUELS

By: _____
Robert L. Stallings, IV, President

WITNESS: _____

By: 
_____, City Manager

WITNESS: 
_____, Asst City Manager

**SHELL EXCESS AVIATION LIABILITY INSURANCE
AND/OR
BRANDING PROGRAM**

We are pleased to offer you \$50 million in excess aviation liability insurance coverage at no charge to you should you elect to participate AND maintain the required underlying insurance coverage. This excess insurance provides coverage for occurrences arising from the sale of Shell Aviation products. In order to participate in this program, you must provide Shell Aviation and Eastern Aviation Fuels Inc. with a *Certificate of Insurance* from your insurance provider that:

- Names both *Shell Aviation, dba Shell Oil Products Company U.S., LLC and Eastern Aviation Fuels, Inc.*, as additional insured parties with respect to liability arising from your aviation operations.
- Reflects a minimum limit of \$500,000 per occurrence combined single limit for third party bodily injury and/or property damage (without restrictive per-person sub-limits for bodily injury and/or property damage) and evidence of both *aviation premises and products/completed operations liability coverage*.

- ☐ Yes, we meet the \$500,000 smooth coverage requirements and would like to participate in the Shell Aviation Excess Liability Program.

Please note that coverage will commence only upon issuance of an excess certificate by us to you.

If your primary policy contains sub-limits lower than \$500,000 per occurrence that preclude you from participating in the Shell excess liability insurance program or you are not interested in participating in the Shell excess insurance program for some other reason, but you would like to be a branded Shell account, you may still do so.

- ☐ *Please mark here and submit a certificate of insurance naming both *Shell Aviation, dba Shell Oil Products Company U.S., LLC and Eastern Aviation Fuels* as additional insureds with respect to liability arising from your aviation operations, evidencing both *aviation premises and products/completed operations liability coverage*, and including your current insurance limits.*

The minimum insurance requirements for branding are \$500,000/occurrence with a minimum of a \$100,000/ occurrence sub-limit for bodily injury and/or property damage.

Mail certificates of insurance to:

Shell Aviation, dba Shell Oil Products Company U.S., LLC and
Eastern Aviation Fuels, Inc
C/O AMCS
PO Box 129
Conway, AR 72033

Also, please include the following information and fax a copy of this form and the certificate to Eastern Aviation Fuels at 252-633-3125.

STORM LAKE MUNICIPAL AIRPORT MANAGER'S AGREEMENT

This agreement ("Agreement") is made between the City of Storm Lake, Iowa, ("City") acting through the Storm Lake Airport Commission, ("Commission") and Bart's Flying Service, Inc. ("Manager").

Recitals

City owns and, through the Commission, operates the Storm Lake Municipal Airport (the "Airport"). Commission wishes to engage Manager to manage the Airport on the terms and conditions of this Agreement. Manager desires to serve as Manager of the Airport under the terms and conditions of this Agreement.

Terms of Agreement

In consideration of the mutual covenants, promises, and agreements herein contained, Commission and Manager agree as follows:

Section 1. Appointment of Manager. Commission hereby hires Manager as the manager of the Airport, effective July 1, 2019. The Manager shall supervise all activities at the Airport, ensure the proper and safe operation of the Airport, provide for the Airport's maintenance, maintain records as may be required by the Commission, City, and other governmental agencies, work to secure compliance with all pertinent laws and regulations by Airport users, and carry out such other duties as are specified in this Agreement or as may be assigned to the Manager from time to time by the Commission. This Agreement shall terminate automatically if and at such time as James F. Bartholomew no longer is the principal shareholder of Manager or the principal employee of Manager responsible for the operation of the Airport. Manager is an independent contractor and shall be responsible for ensuring that the goals of the Commission and the City are achieved in the most cost-efficient manner possible. The Manager shall act at the direction of the Commission and be subject to supervision by the Commission. Because of the Manager's position, the Manager serves as a representative of the City and the general community. Therefore, Commission reserves the right, upon notice to Manager, to either terminate this agreement immediately or suspend the Manager without pay immediately if an employee or agent of Manager engages in conduct that would bring disrepute to City or Commission, or is charged with, pleads guilty to, or is convicted of a criminal offense, other than a simple misdemeanor not involving dishonesty, theft, fraud, or assaultive behavior. A termination under this section does not require the ninety-day notice required in Section 2 below.

Section 2. Term. The initial term of this Agreement shall be one year, from July 1, 2019 to June 30, 2020. This Agreement shall automatically renew for additional one-year terms, ending on the 30th day of June of each successive year. However, either Commission or Manager may terminate this Agreement, without cause, by giving written notice of termination to the other party. Any such termination shall become effective 90 days from the date on which such notice is given. Written notice of termination by Manager shall either be hand-delivered to Commission's chairperson or mailed by United States Postal Service certified mail, return receipt requested, to the address of Commission shown below. Written notice of termination by Commission shall either be hand-delivered to Manager's

President or Secretary or mailed by United States Postal Service certified mail, return receipt requested, to the address of Manager shown below. Hand-delivered notice shall be deemed given on the date of delivery. Mailed notice shall be deemed given two days after mailing.

Section 3. Compensation.

A. Commission shall pay Manager for the services and duties set forth in this Agreement an annual fee for each fiscal year of the Commission, one-twelfth of which annual fee shall be paid monthly, in advance, on the first day of each calendar month. For the fiscal year ending June 30, 2020, the Manager's annual fee shall be \$65,423.32. The annual fee shall be for, but not limited to, Manager providing the following services:

1. The fueling of Aircraft;
2. Monitoring the Veeder-Root Leak Detection System for both AV gas and jet fuel fueling tanks;
3. Manually measuring the level of fuel in the tanks ("sticking" the tank) on the final operating day of the calendar month, the final operating day being determined by reference to Section 8 of this agreement;
4. Providing the City Liaison of City with a report of readings from Veeder-Root System and the fuel levels in the fuel tanks for each month by the second business day of the succeeding calendar month;
5. Procuring, at City's Expense, and maintaining a license issued by the State of Iowa to manager and/or operate the fuel tank system and for the sale of fuel.
6. Maintaining a completed daily, weekly, monthly, quarterly, and annual inspections of the fueling system as required by City and/or any succeeding requirements of a Fuel Supplier Contract.

B. In April of each year, the Commission shall evaluate the Manager's performance under this Agreement and the quality of Manager's work. At such time, the Commission shall also consider proposed changes to the duties of the Manager. The evaluation shall be the basis for determining the amount, if any, of the increase in Manager's annual compensation, subject to the City of Storm Lake's budget authority. In no case shall the annual percentage increase in the Manager's compensation exceed the percentage increase set by the City of Storm Lake's City Manager and City Council for a full time employee with a favorable review.

C. Manager shall not otherwise profit from the use of City's or Commission's property without the express written consent or agreement of the Commission and the City.

Section 4. Hangar Rental Management. Manager shall manage the hangar rental process at the Airport, including, but not limited to, the administration of leasing hangar space, evicting persons failing to comply with lease agreements, working to ensure that individuals, entities, and businesses who rent hangars at the airport comply with the regulations set forth in their hangar lease agreements and in the Airport Policy Manual now in effect and as hereafter revised. Manager shall not provide hangar storage to any individual, entity, or firm who has not completed a hangar lease agreement and paid for the hangar lease per the Airport's Policy. Manager shall provide Commission and City with a copy of each

hangar lease agreement within five business days of renting the hangar which is the subject to the lease agreement. City shall bill for, and collect, the monthly hangar rent and shall notify Manager when a tenant is two months in arrears and shall notify Manager, at least monthly thereafter, of the amount of rent in arrearage until either the tenant has paid or has been evicted.

Section 5. Office Space. Commission shall provide Manager with office space within the terminal building at the Airport, for Manager's use.

Section 6. Insurance.

A. Manager, at its own expense, shall procure and maintain commercial general liability insurance issued by a responsible company authorized to do business in Iowa, upon which both the Storm Lake Airport Commission and the City of Storm Lake are endorsed as additional insureds, with minimum limits of liability per policy year as follows: \$2,000,000.00 per occurrence/\$2,000,000.00 general aggregate limit. Manager shall furnish Commission with a certificate of such insurance.

B. The City, at its expense, shall purchase and maintain Airport Hangar Keeper's insurance, Premises Liability insurance, and Products/Complete Operations Liability Insurance for fuel sales, protecting its own interests. The City, in its sole discretion, shall determine the amount of coverage with respect to each such policy. Manager, at its own expense and in its sole discretion, may, but it not required to, procure Airport Hangar Keeper's, insurance, Premises Liability insurance, and Products/Completed Operations Liability Insurance for fuel sales, protecting its own interests. Neither party is required to endorse the other party as an additional insured on its own policies.

Section 7. Fueling Operations/Services.

A. Manager shall manage the Airport's fueling operation and shall have the responsibility to:

- (1) order fuel at the best economical pricing for the Commission and City and promptly inform the Commission and City of all orders;
- (2) provide regular maintenance to, and inspection of, the Fuel Operation System;
- (3) monitor the fuel tanks for leaks and report any leaks or loss of fuel to the Commission and City within twenty-four hours of Manager's discovery of the leak or loss;
- (4) post the current price of fuel both inside the terminal building at the Airport and at such other place at the Airport as may be provided by the Commission and City;
- (5) participate in end-of-fiscal year inventorying (annually on June 30) if, and to the extent requested by, the Storm Lake Finance Department;
- (6) provide, at City's expense, for an annual inspection of the fuel pumps and fuel tanks by a licensed inspector and provide a copy of the inspection report to the Commission and City.
- (7) procure, at City's expense, and maintain a license issued by the State of Iowa to manage and/or operate the fuel tank system and for the sale of fuel.
- (8) provide to the City any information requested by the City for the purpose of any annual or special audit.

B. Manager shall provide fueling services to pilots who request it. All fuel will be paid for by Credit Cards, and all payments so made shall be credited directly to City. Manager shall not request, demand, or solicit additional payments, such as tips, to be made to Manager, its employees, or agents, by or from the pilots or any third parties for providing the fuel services, but may accept such additional payments if unsolicited by Manager or by any person or entity on Manger's behalf.

Section 8. Hours of Operation. Manager shall be solely responsible for ensuring that the airport is open and operational during the following hours:

A. From 8:00 a.m. to 5:00 p.m., Monday through Saturday of each week during the period from May 1 through September 30 of each calendar year; and

B. From 9:00 a.m. to 5:00 p.m., Monday through Saturday of each week during the period from October 1 of one calendar year to April 30 of the next calendar year.

The Airport shall be closed on Sundays and, notwithstanding the provisions of Subsections A and B of this Section 8, on the following observed holidays each year: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the first Friday after Thanksgiving Day, Christmas Eve Day, and Christmas Day. During hours in which the Airport is open, the terminal building of the Airport shall be open and available to the aviation and general public and staffed by Manager. Notwithstanding the provisions of Subsections A and B of this Section 8,

Manager shall have the discretion to close the airport (except its lobby) for weather-related reasons or due to a government-declared emergency impacting airport operations. If Manager closes the Airport, except its lobby, for reasons of adverse weather or a government-declared emergency, Manager shall immediately give notice of the closing and the reason for it to the City's liaison to the Commission as well as to the Commission's chairperson. Notice may be given by an in-person or telephonic conversation or by voicemail or e-mail. Generally, closings of the Airport because of adverse weather conditions should only occur when such conditions are below instrument flight minimums and forecasted by flight service to remain below such minimums for the entire day in the area of the City of Storm Lake, Iowa. If the Airport is closed due to inclement weather, Manager shall check the weather conditions every two hours during the hours the Airport is otherwise required to be open on the day of the closure. If the weather conditions have improved sufficiently when there are three or more hours remaining in the day that the Airport is otherwise required to be open and operational, Manager shall re-open the Airport.

In general, the Airport grounds always should be open and accessible to the flying public for take-offs, landings, and refueling (except when the fuel system is down for maintenance or under repair). In general, the Airport terminal building lobby always shall be accessible to pilots and shall have a telephone that is available to use to call for assistance. The Manager shall post in the lobby and on-call telephone number which pilots may contact the Manager or Manager's designee.

Section 9. Utilities. City, at its expense, shall provide to the Airport the following utilities: gas or propane service for heat; electricity; water service; sanitary sewer service; and telephone service, telephones, and telephone and voicemail systems within the terminal building for use solely in the Airport operations. Manager may purchase additional telephone lines for the sole benefit of Manager by contracting with the City for each such line. Each additional telephone line shall be provided by the Vendor who provides City's telephone service. The City shall bill the Manager monthly for the cost of such additional service and Manager shall reimburse the City for the entire cost of the additional telephone lines, including all setup and accessory fees.

Section 10. Manager's Report. Manager shall provide Commission and City with a monthly Manager's Report on or before the first Friday of each calendar month. Attached as Exhibit A is a copy of the Manager's Report form on which Manager shall report the information required in this Section 10. The Report shall include the following for the preceding calendar month:

A. A "pilot activity" report which shall include the number of take-offs and landings at the Airport during normal business hours and the number of take-offs and landings at the Airport that occur outside of normal business hours that are known to the Manager through fuel logs, radio logs, or other means.

B. An "airport maintenance" report which shall identify any Airport maintenance issues arising or discovered during the reporting period and any action taken to address the issues. Critical maintenance problems shall be reported immediately to the Commission chairperson and the City as well as in the monthly Management Report.

C. A report on the number of students currently enrolled in flight training at the Airport and their training status. In the monthly report for the December reporting period, the report shall also include the number of students who took flight training during the calendar year ending on the 31st day of that December reporting period and their training status.

D. A report on the status of critical Airport systems including the Automated Weather Observing System ("AWOS"), runway and security lights, radios, and navigational aids.

E. A "courtesy car" usage report including the number of uses of the vehicle, the number of miles driven, and any maintenance work performed on the vehicle.

F. A report of the marketing efforts undertaken or completed by the Manager.

G. A report of overnight rentals.

H. A report on the number and nature of NOTAMs issued.

J. The weekly Airport Grounds Inspection logs for weeks and partial weeks within the reporting period that have not been included and will not be included in another monthly Manager's Report.

Section 11. Airport Maintenance. Manager is responsible for cleaning and maintaining the Airport facilities, including but not limited to, the terminal building and restrooms. The terminal building shall be kept in a clean and presentable condition at all times. Cleaning shall include, but not be limited to, shampooing carpets, as directed by the Commission, at City's expense, vacuuming floors weekly and otherwise as needed, cleaning restrooms as needed, dusting, mopping floors, washing the inside and outside of windows, collecting and removing refuse, and keeping areas free of clutter and debris. The Manager shall perform minor repairs to Airport property. If the cost of the repair does not exceed \$500.00, the Manager may complete the repair without prior authorization of the Commission. Repairs proposed by the Manager exceeding \$500.00 in cost shall be submitted to the Commission for review. The cost of cleaning and maintenance supplies shall be borne by Commission and City. Manager shall supply the general maintenance labor and shall not be reimbursed for the cost of such labor. Manager shall also provide minor maintenance to the Airport grounds, including the location and removal of Foreign Objects of Debris ("FOD") from all runways, aprons, and taxi ways. Manager shall inspect these areas daily for FOD. Manager shall report outages of the AWOS unit immediately to the Iowa Department of Transportation, Commission, and City. Manager shall be responsible for replacing runway light globes as necessary. The cost of the runway light globes shall be borne by City. Manager shall not be reimbursed for the cost of labor involved in replacing such globes. Manager shall not be responsible for the electrical wiring for runway lights.

Section 12. Insurance and Indemnification for Personal Property. Manager shall be solely responsible for providing its own personal property insurance for any personal property that Manager keeps on Airport premises. The only personal property that Manager may keep on any part of the Airport premises not under lease to Manager shall be limited to that property which advances the efficient and effective operation of the Airport. Manager shall protect, indemnify, and save harmless the Commission and City from and against any and all loss, cost, damages, and expenses occasioned by or arising out of damage caused by third parties to Manager's personal property kept at the Airport or to personal property kept at the Airport by Manager's employees, agents, and staff. Manager waives any claim against Commission and City arising from all loss, cost, damages, and expenses occasioned by or arising out of damage caused by Commission or City to Manager's personal property or the personal property of Manager's employees, agents, and staff, if such personal property is not permitted to be kept at the Airport by the terms of this Agreement.

Section 13. Indemnification for Third Party Losses Caused by Manager. Manager shall protect, indemnify, and save harmless Commission and City from, for, and against a) liability to third parties (including both judgments and settlements for such liability) arising or alleged to arise from personal injury or property damage caused by Manager's negligence, gross negligence, or willful misconduct while Manager is acting as Manager of the Airport or while Manager is on the Airport premises, and b) losses and expenses, including but not limited to attorney fees and legal defense expenses, incurred by Commission and City in defending against claims and suits brought or asserted by third parties for such liability.

Section 14. Waiver of Claims Against Commission and City for Acts By Third Parties and Indemnification for Certain Claims by Employees. Manager acknowledges that there are certain risks inherent in working with fuel and working near and in the vicinity of aircraft. Manager assumes all such risks. Manager waives any claim against Commission and City arising from losses it sustains caused by third persons while Manager is on the Airport premises or while Manager is acting in its capacity as Manager. Manager shall protect, indemnify, and save harmless Commission and City from, for, and against any claim by an employee or agent of Manager resulting from a loss or losses caused by third persons while the employee or agent is acting on behalf of Manager in the course of Manager's duties under this Agreement or while the employee or agent is on Airport premises.

Section 15. Accident Reporting. Manager shall report any accident or emergency occurring at the Airport, in the airspace above or in the vicinity of the Airport to City and Commission within two hours of the accident or emergency. Manager shall follow all emergency protocols for the Airport as outlined in the Airport's emergency protocol policy, including but not limited to, notification of appropriate emergency personnel, e.g. police, firefighters, and paramedics, immediately after becoming aware of an accident or emergency. Manager shall notify the FAA of all accidents and incidents at the Airport.

Section 16. NOTAMS. Manager shall issue and rescind NOTAMS as required.

Section 17. Monitoring Agricultural Activity. Manager shall monitor agricultural activities around the Airport to ensure that crops are not planted within the clear zones of runways and the AWOS System.

Section 18. Storm Water Pollution Prevention. Manager shall be the City's and Commission's representative at the Airport for all storm water and illicit discharge monitoring. Manager, therefore, shall be knowledgeable about and abide by the City's and the Airport's Storm Water Permit issued through the Iowa Department of Natural Resources and shall ensure that all Manager's full-time employees and staff who will be left in charge of the Airport shall have annual training with respect to storm water pollution and clean up.

Section 19. Other Duties of Manager. Manager shall:

A. Operate the Airport in a safe manner and follow all generally-accepted safety procedures including, but not limited to, any OSHA and FAA guidelines and regulations.

B. Promote the Airport in a positive manner at all times.

C. Promote the safe operation of aircraft at all times.

D. Enforce all regulations and statements of policy developed and implemented by Commission, City, and the FAA.

E. Report any violations of the Airport Policy immediately to the City and to the Commission Chairperson.

F. Coordinate with the Commission, City, and emergency personnel staff of City and Buena Vista County, Iowa and Buena Vista Regional Medical Center regarding the formulation and administration of civil defense and disaster planning and operation.

G. Secure the Airport by keeping all entrances and exits locked when the Airport is not staffed and by ensuring that only authorized vehicles are allowed beyond the Airport parking lot.

H. Submit to City invoices for goods and services provided to Airport which are to be paid by City.

I. Remove snow and ice from the doorways of the terminal building and shall apply salt to such areas and to sidewalks as needed to prevent slips and falls.

Section 20. Duties of Snow Removal and Mowing.

- A. Commission, through City, shall mow the grass on the Airport grounds.
- B. Commission, through City, shall remove snow from the Airport grounds in accordance with the Snow and Ice Removal Policy set for by City except the areas where Manager is to remove snow, as provided in Section 19 (I) above.

Section 21. Possession and Control of Airport. Nothing in this Agreement is intended to relinquish the Commission's possession and control of the Airport.

Section 22. No Assignment. This Agreement shall not be assigned by either party. Section 23. Binding Effect. The Agreements herein contained shall extend to and be binding upon the successors of the parties.

CITY OF STORM LAKE, IOWA,
Acting through the
STORM LAKE AIRPORT COMMISSION

Date: 6/11/19

By: Robert Ansorge
Robert Ansorge, Chairman of the Commission

BART'S FLYING SERVICE, INC.

Date: 6/11/2019

By: James F. Bartholomew
James F. Bartholomew, President

STORM LAKE MUNICIPAL AIRPORT FIXED-BASE OPERATOR LEASE

This lease agreement is made between the City of Storm Lake, Iowa, acting through the Storm Lake Airport Commission, ("Lessor") and Bart's Flying Service, Inc. ("Lessee").

Recitals

Lessor owns and operates the Storm Lake Municipal Airport (the "Airport") and is willing to lease to Lessee certain premises located on the Airport grounds for aviation purposes on the terms and conditions set forth below. Lessee is a Fixed-Base Operator ("FBO") under this lease.

Terms of Agreement

In consideration of the rents, covenants, and agreements herein contained, Lessor and Lessee agree as follows:

1. Premises. Lessor leases to Lessee and lessee leases from Lessor three buildings situated on the Airport grounds, designated as the Maintenance Shop, Hangar F-5 and Hangar E-1 as shown on attached Exhibit A. The Maintenance Shop is a maintenance hangar adjacent to the terminal building. Lessee shall use no other Airport building unless Lessor and Lessee enter into a lease with respect to such other building. Lessee, as needed, may rent from Lessor other hangars when available and under the same terms and conditions available to the general public.

2. Term. The initial term of this lease shall be one year, from July 1, 2019, to June, 30, 2020. This lease shall automatically renew for additional one-year terms, ending on the 30th day of June of each successive year. However, either party may terminate this lease by giving written notice of termination to the other party. Any such termination shall become effective 90 days from the date on which such notice is given. Written notice of termination by Lessee shall either be hand-delivered to Lessor's chairperson or mailed by United States Postal Service certified mail, return receipt requested, to the address of Lessor shown below. Written notice of termination by Lessor shall either be hand-delivered to Lessee's President or Secretary or mailed by United States Postal Service certified mail, return receipt requested, to the address of Lessee shown below. Hand-delivered notice shall be deemed given on the date of delivery. Mailed notice shall be deemed given two days after mailing. Lessee shall be entitled to possession on the first day of the term of this lease and shall yield possession to Landlord upon termination. Lessee will give peaceful possession of the leased premises upon termination in as good a condition as the leased premises were in as of the first day of the initial term of the lease, less any ordinary wear and tear.

3. Rent. Lessee shall pay to Lessor \$500.00 per month, in advance, as rent for the Maintenance Shop, \$95 per month, in advance, as rent for hangar E-1, and \$135, per month, in advance, as rent for hangar F-5.

4. Utilities. Lessee shall pay \$60.00 per month for the cost of electricity used in the Maintenance Shop and the two Hangars leased by Lessee; and Lessor shall pay for the remainder of such cost each month. Lessee shall pay for the first \$20.00 per month for water service at the airport. Lessor shall pay for the cost of water each month exceeding \$20.00, but not exceeding the cost of 7,000 gallons of water used in the month, less \$20.00. Lessee shall pay for the cost of water used in any month in excess of 7,000 gallons; provided that Lessee shall not be required to pay for such excess to the extent the excess is due to a water break not caused by Lessee's negligence or Lessee's failure to perform a contractual obligation assumed by Lessee under this Lease or under the Storm Lake Municipal Airport Manager's Agreement. If Lessee desires telephone service in the Maintenance Shop, Lessor shall provide such service through the telephone system installed in the Terminal building and provide for a voice mail box for the Lessee. The Cost of such phone service, including all taxes and surcharges, shall be paid by the Lessee. Lessee shall pay for the cost of all propane used to heat the Maintenance Shop.

5. Goods and Services to be Provided by Lessee to Public. Lessee, as FBO, shall provide the following aeronautical services to the general flying public:

a. The provision of oil, batteries, preheat and other common expendable goods, excluding jet fuels, aviation gasoline, or other aviation fuels. Lessee shall purchase and sell all goods to be provided by Lessee, as FBO, without assistance from Lessor, and shall be responsible for maintaining an inventory of such goods.

b. Repair and maintenance of general aviation aircraft. Lessee shall employ an FAA licensed aircraft mechanic full time to provide repair and maintenance service to the aviation public at the Airport.

c. Flight lessons. Lessee shall provide and actively promote a flight training school, giving ground and flight instruction for new students and the updating of current flight certificates.

d. Aircraft annual inspections and servicing.

Lessor shall not determine rates for the above-listed goods or services provided by Lessee to the aviation public. Such rates shall be determined by Lessee. Lessee shall be entitled to the receipts from the provision of such goods and services.

6. Agricultural Spraying Permitted. Lessor permits, but does not require, Lessee to operate an agricultural spraying operation out of the premises leased under this Agreement and from the Airport grounds on the following conditions:

a. Lessee shall be licensed within the State of Iowa for chemical application from an aircraft effect.

b. Lessee shall abide by all rules, regulations, and policies of Lessor now or hereafter in

c. Lessee shall provide and maintain spill protection equipment and clean-up kits as needed.

d. Lessee shall be financially responsible for all spills that occur as a part of its Agricultural Spraying operation, and shall indemnify and hold harmless Lessor from and against any liability arising from such spills, including attorney fees and costs of defense.

7. Hours of Operation. Lessee, as FBO, shall keep regular set hours of operation, including but not limited to nine (9) hours per day for two hundred fifty (250) days or more per calendar year.

8. Aviation Promotion. Lessee, as FBO, shall actively promote aviation to the general public, including, but not limited to, making presentations on aviation to community members when requested, providing tours of the Airport when requested, encouraging aviation through the advertisement of flight lessons, and recruiting flight students.

9. Emergency Contact Number. Lessee, as FBO, shall provide a contact telephone number or pager by which Lessee may be contacted at all times for emergency service. Lessee may charge special rates for this service in Lessee's discretion.

10. Furnishing of Copies of Licenses. Lessee shall provide Lessor and the City of Storm Lake, Iowa a copy of all licenses secured and maintained by Lessee and its employees that are required or necessitated by the terms and conditions of this Agreement.

11. Aircraft Rental. Lessee shall make available at least one aircraft for rental by licensed pilots. The terms of the rental and requirements for renting the aircraft shall be reasonable but otherwise shall be solely determined by the Lessee, subject to a written policy developed by Lessee that sets forth the terms and conditions applicable to aircraft rental. Lessee shall provide Lessor with the initial policy and all updates of such policy at least fifteen days before implementation of the policy or amendments thereto.

12. Aircraft Sales. Lessee, in its discretion, may provide for the sale of new or used aircraft, with Lessee being solely responsible for the costs of maintaining aircraft inventory. All income generated by such sales shall be the property of Lessee.

13. Entry Right Reserved. Lessor reserves the right to enter the leased premises at any reasonable time for the purpose of making any inspection it deems necessary.

14. Lessee's Signs. Lessee shall not place or erect signs or advertising materials upon the leased premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld. However, the contents, size, and placement of such signs must comply with the rules, regulations, and requirements of the Iowa Department of Transportation and the Federal Aviation Administration.

15. No Exclusive Rights. Nothing contained herein shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958 as amended, and Lessor reserves the right to grant to others the privilege and right of conducting any one or all of the aeronautical privileges contained herein, or any other activity of an aeronautical nature.

16. Lessor's Rules and Regulations. Lessor may adopt and enforce reasonable rules and regulations and construct or place fences, gates, or other barriers and place regulatory signs in the administration of the Airport. Lessee and its employees, agents, and servants will faithfully observe and comply with all rules and regulations promulgated by Lessor, the United States of America and any department or agency thereof, and the State of Iowa and any department or agency thereof, and shall not circumvent, avoid, or ignore such rules, regulatory signs or other safety and security rules or procedures.

17. Assignment Without Consent Prohibited. Lessee may not assign or transfer this lease agreement or any interest therein or sublet the leased premises or any part thereof without the prior written consent of Lessor. Any assignment, transfer, or subletting by Lessee without prior written consent of Lessor shall be void and shall constitute cause for Lessor, at its election, to cancel and terminate this Agreement.

18. Neat Condition Maintained; Storage of Non-Aviation Items Prohibited. Lessee shall maintain the leased premises in a neat and orderly fashion so as not to attract vermin and other wildlife. Storage of non-aviation related equipment, supplies, chemicals, and other items shall not be allowed upon the leased premises.

19. Monthly Chemicals Report. Lessee shall provide Lessor, including both the Storm Lake Airport Commission and the City of Storm Lake, and the Storm Lake Public Safety Department, with a monthly report specifying the chemicals on hand during the month. Such report shall identify each chemical by name, the quantity of each chemical, and the Airport building location where the chemical is stored. The monthly report shall include a copy of the MDSD Sheet for the chemical.

20. Pollution Prevention. Lessee shall be subject to the Airport's Storm Water Pollution Prevention Plan, and shall familiarize its officers, employees, and agents with the provisions of such Plan.

21. Indemnification. Except as to any negligence of the Lessor, Lessee shall protect, indemnify, and save harmless the Lessor from and against any and all loss, cost, damages, and expenses occasioned by or arising out of any incident or other occurrence in, upon or about the leased premises or due directly or indirectly to the tenancy, use or occupancy thereof by the Lessee.

22. Liability Insurance. Lessee, at its own expense, shall procure and maintain commercial general liability insurance issued by a responsible company authorized to do business in Iowa, upon which both the Storm Lake Airport Commission and the City of Storm Lake are endorsed as additional insureds, with minimum limits of liability per policy year as follows: \$2,000,000.00 per occurrence/\$2,000,000.00 general aggregate limit. Lessee shall furnish Lessor with a certificate of such insurance.

23. Taxes. All real estate taxes and special assessments levied against the leased premises during the term of this lease shall be paid by Lessor. All personal property taxes levied against the property of Lessee shall be paid by Lessee.

24. Property Insurance.

a. Lessor and Lessee will each keep its respective property interests in the premises and personal property on the premises, reasonably insured against hazards and casualties; that is, fire and those items usually covered by extended coverage. Such insurance shall be made payable to the parties as their interests may appear, except that the Lessee's share of such insurance proceeds are hereby assigned and made payable to the Lessor to secure rent or other obligations then due and owing the Lessor by the Lessee.

b. Lessee will not do or permit the doing of any act which would vitiate any insurance, or increase the insurance rates in force upon the real estate improvement on the leased premises or upon any personal property of Lessee upon which the Lessor, by law or by the terms of this Agreement, has or shall have a lien.

c. Subrogation rights are not to be waived.

d. Lessee shall comply with the recommendations of the Iowa Insurance Service Bureau and to be liable for and to promptly pay, as if current rental, any increase in insurance rates on the leased premises due to increased risks or hazards resulting from Lessee's use of such premises other than as herein agreed.

25. Fire and Casualty; Partial Destruction of Premises. In the event of a partial destruction or damage to any of the facilities leased under this agreement, which prevents the conduct of normal business operations in that facility, and the damage is reasonably repairable within ninety (90) days after its occurrence, this Lease shall not terminate, but the rent for the damaged facilities shall be reduced during the time of any such business interference to reflect

the reduced value of the damaged facility. In the event of partial destruction or damage, the Lessor shall cause the facility to be repaired within ninety (90) days of the occurrence unless prevented from doing so by circumstances beyond its control. When the damage has been repaired, the Lease of the facility will continue pursuant to this agreement.

26. Total Destruction of Business Use. In the event of a destruction or damage of a facility leased under this agreement, such that the Lessee is not able to conduct its business in the facility and the damages cannot be repaired within ninety (90) days, the Lease of that facility may be terminated at the option of either the Lessor or the Lessee. Notices of such termination shall be given in writing within twenty (20) days, after damage occurs. Lessee shall surrender possession within thirty (30) days after such notice issues and each party shall be released from all future obligations under the Lease, as to the damage facility only. The Lessee shall pay rental pro rata only to the date of such damage or destruction for that facility.

27. Defaults. Upon default in payment of rent or upon any other default by Lessee in accordance with the terms and provisions of this Lease, this Lease may, at the option of the Lessor, be cancelled and forfeited, provided however, before any such cancellation or forfeiture except as provided in the following paragraph, the Lessor shall give the Lessee a written notice specifying the default and stating that this Lease will be cancelled and forfeited ten (10) days after the giving of such notice, unless such default is remedied within such period.

In the event Lessee is adjudicated a bankrupt or in the event of a Judicial sale or other transfer of the Lessee's leasehold interests, by reason of any bankruptcy or insolvency proceedings, or by other operation of Law, the Lessor may, in its option, immediately terminate this Lease and re-enter the premises upon giving ten (10) days written notice, all to the extent permitted by applicable Law.

The Lessor's waiver of any default by Lessee shall not constitute a waiver of any subsequent or other default.

28. Mechanics Liens. Neither the Lessee nor anyone claiming by, through, or under the Lessee shall have the right to file or place any mechanics lien or other lien of any kind or character whatsoever upon the premises.

29. Lessor's Lien and Security Interests. The Lessor shall have, in addition to the lien given by Law, a security interest as provided by the Uniform Commercial Code of Iowa upon all personal property and all the replacements or substitutions thereof, kept and used on the leased premises by the Lessee. The Lessor may proceed at Law or in equity with any remedy provided by Law or by this Lease for the recovery of rent, or for termination of this Lease because of the Lessee's default in performance.

30. Nondiscrimination. The Lessee, for itself, successors in interest and assignees, as part of the consideration of this Agreement, does hereby covenant and agree, as a covenant

running with the land and facilities subject to this Lease, that in the event that facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Department of Transportation program or activity is extended for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services provided pursuant to this Agreement in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

The Lessee, for itself, successors in interest and assignees, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land and the leased facilities that: (1) no person, on the grounds of race, color, or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

With regard to aviation related non-aeronautical service to the public, the Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E to ensure that no person, on the grounds of race, creed, color, national origin, or sex, shall be excluded from participation in any employment covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participation or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and they will require assurance from their sub-organizations as required by 14 CFR Part 152, Sub-part E to the same effect.

31. Nondiscriminatory Fees and Charges. Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or services; provided, that Lessee may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

32. Lessor's Operation and Development Rights. Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair or to modify, expand, close or eliminate the landing areas and taxiways, ramps and other exterior portions of the Airport, together with the right to direct and control all activities of the Lessee in regard to such areas.

The Lessor reserves the right to develop or improve the landing area, taxiways, ramps and all other publicly owned air and navigation facilities of the Airport as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance.

The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting, or permitting to be erected, any structure on the Airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

It is understood and agreed that the rights granted by this Lease will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance, or development of the Airport.

33. War or National Emergency. During time of war or national emergency, the Owner shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing areas, the publicly owned air and navigation facilities and other areas or facilities of the Airport. If such agreement is executed, the provisions of this Lease, insofar as they are inconsistent with the provisions of the agreement with the federal Government, shall be suspended. This agreement shall be subordinate to the provisions of any outstanding agreement between Lessor and the United States of America relative to maintenance, operation, or development of the Airport.

34. Aviation Area. The Lessee acknowledges that as this Lease covers facilities located at the Airport, there shall exist a free and unrestricted right of flight for the passage of aircraft in the airspace above the premises herein conveyed, together with the right to cause, in said airspace, such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flown in the air, using such airspace or landing at, taking off from, or operating on or about the Airport. The Lessee accepts the circumstances inherent at an Airport, including noise, aircraft in flight, aircraft taking off and landing, aircraft moving upon the grounds, the presence of aircraft fuels and lubricants, and the presence of communication and navigation equipment operating at a variety of frequencies and energy output levels.

35. Subordination to Federal Grants. This Lease shall become subordinate to provisions of any existing or future agreements between the Lessor and the United States of America, or any agency thereof, relative to the operation, development, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

36. Joint Use of Public Facilities. The Lessee and its customers shall have the joint right, equal to the right of other Lessees and members of the public to use the landing areas, taxiways, ramps and other publicly owned areas of the Airport. The Lessee is not granted and shall not enjoy any exclusive or preferred or superior right to control or use areas or facilities of the Airport, except as specifically provided in this Lease.

The Lessor makes no guarantee or representation as to the continuing availability or usefulness of any of the areas or facilities of the Airport, other than those areas or facilities exclusively under the possession and control of the Lessee pursuant to this Lease.

Lessee acknowledges that in the operation of a facility such as the Airport, equipment, facilities or areas of the Airport may be periodically out of service or unavailable for use, and the Lessee accepts the risks or inconvenience of such temporary occurrences.

37. Binding Effect. The Agreements herein contained shall extend to and be binding upon the successors and assignees of the parties. This Lease may not be amended except by a written document signed on behalf of each of the parties.

CITY OF STORM LAKE, IOWA,
Acting through the
STORM LAKE AIRPORT COMMISSION

Date: 6/11/19

By: Robert Ansorge
Robert Ansorge, Chairman of the Commission

Address: Storm Lake Airport Commission
PO Box 1086
Storm Lake, IA 50588

BART'S FLYING SERVICE, INC.

Date: 6/11/2019

By: James F. Bartholomew
James F. Bartholomew, President

Address:

Staff Summary

6/17/2019

Agenda Item # 3.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Motion Approving Agreements With Storm Lake Cab & RIDES For Transit Services**

BACKGROUND: The City has provided riders of the two taxi services in town (Storm Lake Cab and RIDES) with \$1.00 off coupons that can be used to directly reduce the cost of the one way ride within the City limits of Storm Lake. During Fiscal Year 2018-2019, there were 2540 tickets were picked up and about 2,000 submitted for reimbursement.

In the FY 2019-2020 budget the City has allocated 3,000 discounted tickets for the program.

Both RIDES and Storm Lake Cab have signed the new agreements to continue to participate in the Discount Coupon Program for Fiscal Year 2019-2020. The agreements are attached to this staff summary for Council's consideration.

The new tickets are good thru June 30, 2020 or until we run out whichever occurs first. Tickets are available at City Hall during normal business hours.

FISCAL IMPACT: The total cost of the discount coupon program to the City of Storm Lake is \$3,500 which includes a maximum of \$3,000 for direct discounts on the cost of a ride and \$500 for the advertising and printing of the coupons.

Historically the City has not paid out the maximum cost of the coupons.

RECOMMENDATION: Approve Motion & Authorize Mayor to Sign Agreements

ATTACHMENTS:

Description

Type

- ▣ Storm Lake Cab- Agreement
- ▣ RIDES - Agreement

Contract

Contract

Agreement

Between the City of Storm Lake and Storm Lake Cab

This agreement shall be enforce beginning on July 1, 2019 and ending on June 30, 2020 between the City of Storm Lake, hereafter CITY, and Storm Lake Cab, hereafter TAXI.

The purpose of this agreement shall be to outline the CITY's Discount Coupon Program for riders of the TAXI service in Storm Lake and the agreements made by each party of this agreement for the time frame of July 1, 2019 through June 30, 2020.

NOW THEREFORE, the parties do hereby mutually agree as follows:

The CITY shall institute a Discount Coupon Program to commence beginning July 1, 2019 and running through June 30, 2020, whereby individuals may pick up coupons from City Hall, 620 Erie Street, during normal business hours, excluding holidays. The details of that program shall be as follows:

- Each Discount Coupon shall be worth \$1.00 off the current rate of a ride within the city limits of Storm Lake.
- Individuals will have to sign a register when obtaining their tickets and shall be limited to no more than 10 tickets per week.
- Tickets will be individually numbered and of a unique design that shall be difficult to reproduce. A sample copy of the tickets shall be provided to TAXI for the education of the staff.
- Discount Coupons will be marked "Valid Through June 30, 2020" and shall not be accepted after June 30, 2020.
- There shall be a total of 3,000 coupons produced and given out – it is possible with multiple Taxi companies participating that these 3,000 coupons will be dispersed randomly between all the agencies participating

CITY agrees to reimburse TAXI \$1.00 for each Discount Coupon they receive and turn back over to the CITY at the quarterly reporting period. Payment shall be made to TAXI within 45 days of receipt of the complete Quarterly Report as indicated in this agreement. Should the CITY receive incomplete or missing information as required by this agreement the CITY shall provide one written notice of such missing information to TAXI within 45 days of the initial receipt of the quarterly report.

CITY agrees to notify TAXI of any changes to the Discount Coupon Program during the term of this agreement.

TAXI agrees to accept the Discount Coupon's as \$1.00 toward the current fee from each rider.

TAXI agrees to only accept one ticket per rider per ride (defined as a one way trip from one point to a second point).

TAXI agrees that they will provide the CITY with all the original Discount Coupons received from their passengers.

TAXI agrees that it will supply the CITY with a quarterly report by no later than the following dates:

October 15, 2019 (Reporting Period – July 1, 2019 to September 30, 2019)

January 15, 2020 (Reporting Period – October 1, 2019 to December 31, 2019)

April 15, 2020 (Reporting Period – January 1, 2020 to March 31, 2020)

July 7, 2020 (Reporting Period – April 1, 2020 to June 30, 2020)

TAXI agrees that for each quarterly report date listed above that it will submit the following information:

1. Each ticket received during the reporting period
2. A total number of rides given during the reporting period

TAXI agrees that they shall be an independent contractor with regard to the CITY and this agreement.

TAXI agrees to provide transportation services within the City of Storm Lake and the surrounding area on an on demand basis.

TAXI agrees to comply with all applicable state and federal laws, including but not limited to, Equal Employment Opportunity laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws, and freedom of information laws.

TAXI agrees that they will obtain and maintain a Taxi License issued by the City of Storm Lake under current City Code Requirements for the term of this agreement.

TAXI agrees that they will make available to the CITY an inspection or audit of their financial records if the CITY should so desire at the sole cost of the CITY.

TAXI agrees that they shall accept all risk and indemnify and hold CITY harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness's fees related to loss or damage to property or injury or death of any person arising out of the acts or omissions of the TAXI or its employees or agents.

This agreement contains the entire agreement between the CITY and TAXI. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

Any amendments to this agreement must be in writing and must be mutually agreed by both the CITY and TAXI.

Cancellation of this contract may be effected by either party through written notice to the other party at least 30 days prior to the date of cancellation. Should cancellation of the contract occur a final report shall be made to the CITY within 15 days of the official cancellation date of the contract. The CITY will make their final payment based on that report.

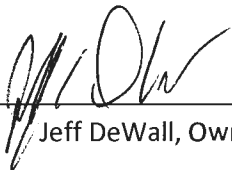
Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

This agreement is not assignable to any other party without the express written consent of the CITY.

This agreement hereby adopted by both parties and witnessed and dated below.

City of Storm Lake: _____
Michael Porsch, Mayor

Attest: _____
Mayra A. Martinez, City Clerk

Storm Lake Cab:  _____
Jeff DeWall, Owner

Attest: _____

Agreement

Between the City of Storm Lake and RIDES

This agreement shall be enforce beginning on July 1, 2019 and ending on June 30, 2020 between the City of Storm Lake, hereafter CITY, and RIDES, hereafter TAXI.

The purpose of this agreement shall be to outline the CITY's Discount Coupon Program for riders of the TAXI service in Storm Lake and the agreements made by each party of this agreement for the time frame of July 1, 2019 through June 30, 2020.

NOW THEREFORE, the parties do hereby mutually agree as follows:

The CITY shall institute a Discount Coupon Program to commence beginning July 1, 2019 and running through June 30, 2020, whereby individuals may pick up coupons from City Hall, 620 Erie Street, during normal business hours, excluding holidays. The details of that program shall be as follows:

- Each Discount Coupon shall be worth \$1.00 off the current rate of a ride within the city limits of Storm Lake.
- Individuals will have to sign a register when obtaining their tickets and shall be limited to no more than 10 tickets per week.
- Tickets will be individually numbered and of a unique design that shall be difficult to reproduce. A sample copy of the tickets shall be provided to TAXI for the education of the staff.
- Discount Coupons will be marked "Valid Through June 30, 2020" and shall not be accepted after June 30, 2020.
- There shall be a total of 3,000 coupons produced and given out – it is possible with multiple Taxi companies participating that these 3,000 coupons will be dispersed randomly between all the agencies participating

CITY agrees to reimburse TAXI \$1.00 for each Discount Coupon they receive and turn back over to the CITY at the quarterly reporting period. Payment shall be made to TAXI within 45 days of receipt of the complete Quarterly Report as indicated in this agreement. Should the CITY receive incomplete or missing information as required by this agreement the CITY shall provide one written notice of such missing information to TAXI within 45 days of the initial receipt of the quarterly report.

CITY agrees to notify TAXI of any changes to the Discount Coupon Program during the term of this agreement.

TAXI agrees to accept the Discount Coupon's as \$1.00 toward the current fee from each rider.

TAXI agrees to only accept one ticket per rider per ride (defined as a one way trip from one point to a second point).

TAXI agrees that they will provide the CITY with all the original Discount Coupons received from their passengers.

TAXI agrees that it will supply the CITY with a quarterly report by no later than the following dates:

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1. Each ticket received during the reporting period
2. A total number of rides given during the reporting period

TAXI agrees that they shall be an independent contractor with regard to the CITY and this agreement.

TAXI agrees to provide transportation services within the City of Storm Lake and the surrounding area on an on demand basis.

TAXI agrees to comply with all applicable state and federal laws, including but not limited to, Equal Employment Opportunity laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws, and freedom of information laws.

TAXI agrees that they will obtain and maintain a Taxi License issued by the City of Storm Lake under current City Code Requirements for the term of this agreement.

TAXI agrees that they will make available to the CITY an inspection or audit of their financial records if the CITY should so desire at the sole cost of the CITY.

TAXI agrees that they shall accept all risk and indemnify and hold CITY harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness's fees related to loss or damage to property or injury or death of any person arising out of the acts or omissions of the TAXI or its employees or agents.

This agreement contains the entire agreement between the CITY and TAXI. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

Any amendments to this agreement must be in writing and must be mutually agreed by both the CITY and TAXI.

Cancellation of this contract may be effected by either party through written notice to the other party at least 30 days prior to the date of cancellation. Should cancellation of the contract occur a final report

shall be made to the CITY within 15 days of the official cancellation date of the contract. The CITY will make their final payment based on that report.

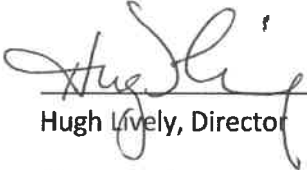
Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

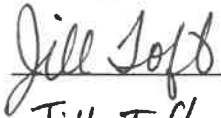
This agreement is not assignable to any other party without the express written consent of the CITY.

This agreement hereby adopted by both parties and witnessed and dated below.

City of Storm Lake: _____
Michael Porsch, Mayor

Attest: _____
Mayra A. Martinez, City Clerk

RIDES:  _____
Hugh Lively, Director

Attest:  _____
Jill Toft, Ex. Admin. Assistant

Staff Summary

6/17/2019

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: Brian Oakleaf, Finance Director

SUBJECT: **Motion to Approve Contract for Audit Services with Winther Stave & Co. LLP**

BACKGROUND: At the beginning of May, the City sent out requests for proposals to be the Independent Auditors for the City of Storm Lake. The deadline for response was June 5th, with the City only receiving one response: Winther-Stave & Co. from Spencer, Iowa. This firm has completed the City's audits for 2016, 2017 and 2018 and City Staff has been pleased with the results. A copy of the RFP is attached for your reference.

Local firms were sent the RFP, we received only one response, a decline, which is attached as well.

The Agreement, as with previous Audit Agreements, covers 2 fiscal years and includes a provision for continuing services, with both parties consent, for additional years.

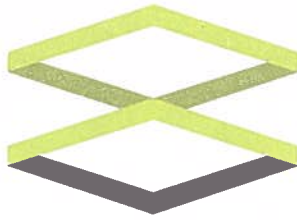
FISCAL IMPACT: The audit cost for the City, including out-of-pocket expenses will not exceed \$29,000 (a decrease of \$3,500) and the cost for Single Audit Procedures is \$4,500 (unchanged.) If non-audit services are required, those expenses will be agreed to beforehand and will be charged at 75% of the Firm's normal consulting fees.

RECOMMENDATION: Approve contract with Winther Stave & Co.

ATTACHMENTS:

Description	Type
□ Audit Proposal	Contract
□ Submission Decline	Backup Material
□ RFP	Backup Material

**PROPOSAL TO BE THE
INDEPENDENT AUDITORS FOR THE
CITY OF STORM LAKE AND
LAKE IMPROVEMENTS COMMISSION**



WINTHER STAVE & CO | LLPTM
Certified Public Accountants

1316 West 18th Street
P.O. Box 175
Spencer, Iowa 51301-0175
Phone 712-262-3117
FAX 712-262-3159

www.winther-stave.com

1004 21st Street #4
P.O. Box 187
Milford, Iowa 51351-0187
Phone 712-338-2488
FAX 712-338-2510

May 31, 2019

City of Storm Lake
Attn: Brian Oakleaf
Finance Director
PO Box 1086
Storm Lake, IA 50588

LETTER OF TRANSMITTAL

We herewith submit our proposal to be the independent auditors for the City of Storm Lake and Lake Improvements Commission for the fiscal years ending June 30, 2019 and 2020. Our proposal includes information requested by you in your Request for Proposal for Audit Services.

We have previous experience on various local government audits, including the City of Storm Lake and Lake Improvements Commission for the fiscal years ended June 30, 2016 through 2018; therefore we understand the specific requirements of your audits. During these opportunities to serve local governments as independent auditor, we have made written and verbal recommendations that were implemented to certain degrees by the entity.

We appreciate the opportunity to submit our proposal to you. We desire to continue to serve as your independent auditors and would be willing to provide you with any other information you feel necessary or would be willing to discuss any items in our proposal with you in person if that would be your desire.

Respectfully submitted,

Winther, Stave & Co., LLP

Winther, Stave & Co., LLP

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Rodney A. Meendering	15
Sam Johnson	16

SECTION 1 - INTRODUCTION

Winther, Stave & Co., LLP is a local accounting firm with two offices supporting the City of Spencer, City of Milford, and the surrounding communities. Your audit would be administered through our Spencer office located at 1316 West 18th Street. Our telephone number is 712-262-3117, and Arvin D. Druvenga is the initial contact person. Staff members to be involved include Rodney Meendering, Manager, Sam Johnson, Senior Accountant, and other staff accountants to be determined. We have a staff of twenty-seven including nineteen CPAs and a support staff.

Winther, Stave & Co., LLP was founded in 1966 and has shown a steady growth pattern to its present size due to the efforts of our personnel and their professionalism. We strive for the highest standards of honesty, integrity, and responsibility. We want the City to be successful and will use our business insights and observations to attempt to improve the internal operations of the City.

Winther, Stave & Co., LLP is proud of its record of quality professional service to local as well as national clients. As a firm, we are properly licensed to engage in the practice of public accounting in the State of Iowa and are in compliance with all registration and permit requirements. The firm has not had any disciplinary action taken against it with any state regulatory bodies or professional organizations.

Individually, all firm CPAs are properly licensed, holding current permits to practice in the State of Iowa. In addition, all firm professional staff who participate in the audit will meet the requirements for continuing education in governmental accounting and auditing over the past two years. The staff assigned to the City audit will collectively possess adequate professional proficiency for the tasks required. In all matters relating to the audit, Winther, Stave & Co., LLP and the individual auditors are free from personal and external impairments to independence and they will maintain an independent attitude and appearance.

SECTION 2 - EXPERIENCE AND QUALIFICATIONS

Commitment to Governmental Accounting

Winther, Stave & Co., LLP serves numerous other clients requiring engagements similar to the City's audit. We encourage you to visit with any or all of the clients we serve and verify the satisfaction that they have had with our quality service.

Winther, Stave & Co., LLP currently serves the following clients having requirements similar to the City:

Cities:	Arnolds Park, Cherokee, Lake Park, Manson, Milford, Okoboji, Sheldon, Spirit Lake, Spencer, Wahpeton, West Okoboji
28E:	Arnolds Park-Okoboji Fire and Rescue, Central Water System, Dickinson County Sanitary Landfill Commission, Iowa Great Lakes Sanitary District
Hospital/Utilities:	Iowa Lakes Regional Water, Milford Municipal Utilities, Spencer Municipal Hospital
Counties:	Clay, Emmet
Other:	Compass Pointe, Northwest Iowa Youth Emergency Services (YES) Center

Organization of the Audit Team

Arvin D. Druvenga is the partner in charge and will initially be the primary firm contact. Arvin currently serves as partner in charge for the majority of the audits listed above. He will be responsible for overall staffing and primary review of the audit report.

Rodney Meendering will be the manager for the audit. Rod currently manages several of the above audits. He will be responsible for field work supervision, workpaper review, and report review.

Sam Johnson will be the Senior Accountant for the audit. Sam has previous field work experience for a variety of audit engagements.

Resumes of these individuals are included in Exhibit 1. Additional staff accountants will be assigned to the audit based on the required experience level.

Quality Control System

Our firm undergoes a peer review to qualify us as a member of the Private Companies Practice Section of the American Institute of Certified Public Accountants. Every three years, an outside accounting firm evaluates our firm's quality control procedures to ensure that the quality of our work substantiates the type of service we perform. Our last peer review in 2018 resulted in a pass rating for our firm, with no comments issued.

A copy of our most recent external quality review report is available on our website (www.winther-stave.com). The quality control review included governmental engagements.

SECTION 3 - FEE PROPOSAL

We anticipate the total standard charges related to the audits of City of Storm Lake (City) and Lake Improvement Commission (Commission) cash basis financial statements to range between \$50,000 and \$60,000 for the years ended June 30, 2019 and 2020.

For audits of the City and Commission cash basis financial statements, Winther, Stave & Co., LLP will commit to total fees (except for special projects referenced below), including out-of-pocket expenses, which will not be exceeded, as shown below.

	<u>City Audits</u>	<u>Single Audit (if applicable)</u>	<u>Total</u>	<u>Commission Audit</u>
Fiscal year ending June 30, 2019	\$25,400	\$4,500	\$29,900	\$3,600
Fiscal year ending June 30, 2020	26,750	4,750	31,500	N/A

Should we encounter reportable conditions that require us to expand the scope of the audit, we will discuss any necessary fee adjustments with the City Clerk prior to continuing on the engagement. Should the hours actually expended at our standard rates plus the out-of-pocket costs be less than the amounts stated above, you will be billed the lower amount.

Minor consultations are included in the above comprehensive fee. Major consultations requiring research or other special projects will be discussed with the City Clerk and an estimated fee agreed upon prior to commencement of the engagement. Typically, our fees for these services would approximate 75% of our standard hourly rates which range from \$150 to \$220 per hour. For FY 2019, special projects would include services provided related to establishing a process to utilize Tyler Technology capabilities for categorizing trial balance accounts to provide amounts included in government-wide and fund financial statements.

We will render progress billings for services as they are performed. We anticipate submitting one billing following completion of audit field work (expected to be in October or November) for approximately one-half of the total fee, one billing in January upon substantial completion of audit procedures, and a final billing upon issuance of the audit report (no later than March 31). These invoices are due and payable within thirty days of receipt, unless otherwise agreed to.

There are many factors affecting the completion of an audit which are outside the control of the auditing firm. Essential to completing an audit are complete and accurate financial records (e.g. trial balances for all funds) and reconciliations of significant accounts (e.g. cash balances) to the trial balance or other supporting documentation. With this in mind, based on the timely availability of complete and accurate financial records, we anticipate the conclusion of audit field work prior to November 30 with a first draft of the audit provided by December 31. While substantial completion of the audit by January 31 is anticipated, we will guarantee the audit will be completed and submitted to the State of Iowa by March 31 unless there are pending items over which we have no control. We will inform the City of any such matters. If completion of the audit is delayed past March 31 due to circumstances within our control, we recognize the audit fee would be reduced by \$500 for each business day of delay.

SECTION 4 - DRAFT CONTRACT FOR CITY OF STORM LAKE AUDIT SERVICES

City of Storm Lake
120 Erie St.
PO Box 1086
Storm Lake, IA 50588

City Council:

We are pleased to confirm our understanding of the services we are to provide for the City of Storm Lake (City) for the years ended June 30, 2019 and 2020. We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the primary government of the City of Storm Lake as of and for the years ended June 30, 2019 and 2020.

We have also been engaged to report on supplementary information that accompanies the City's primary government financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the primary government financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

1. Combining nonmajor and agency fund financial statements, if applicable.
2. Schedule of indebtedness and bond and note maturities.
3. Schedule of receipts by source and disbursements by function - all governmental funds.
4. Schedule of expenditures of federal awards, if applicable.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information.

1. Management's Discussion and Analysis, if you choose to prepare one.
2. Budgetary comparison schedule.
3. Schedule of City's proportionate share of the net pension liability.
4. Schedule of City contributions.

It is our understanding that these financial statements will be prepared on the basis of cash receipts and disbursements which is a comprehensive basis of accounting other than generally accepted accounting principles.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, on the basis of cash receipts and disbursements and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on --

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200 *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*. (Uniform Guidance)

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance reports on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audits will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996 and the provisions of Uniform Guidance, and will include tests of the accounting records, a determination of major program(s) in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and City Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports or may withdraw from this engagement.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audits will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audits to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include direct confirmation of certain assets, liabilities, receipts, and disbursements by correspondence with selected individuals, government agencies, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audits, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Controls

Our audits will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audits, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audits to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with the basis of cash receipts and disbursements and the Uniform Guidance based on information provided by you and may perform other services you request. These nonaudit services do not constitute an audit under

Government Auditing Standards and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined, or as otherwise agreed to. We, in our sole professional judgment, reserve the right to refuse to perform any procedures or take any action that could be construed as assuming management responsibility.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations (including Federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for ensuring the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy and fraud and noncompliance with provisions of laws,

regulations, contracts, and grant agreements, or abuse that we may report. Additionally, as required by Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review at the conclusion of our fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasonable for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with the basis of cash receipts and disbursements. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the basis of cash receipts and disbursements; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the basis of cash receipts and disbursements; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us and providing copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal

awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any invoices selected by us for testing.

At the conclusion of the engagements, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and correction action plan) along with the Data collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Winther, Stave & Co., LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to regulatory agencies or their designee, a federal agency providing direct or indirect funding, or the U.S. General Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentations will be provided under the supervision of Winther, Stave & Co., LLP personnel. Furthermore, upon request, we may provide photocopies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute photocopies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by regulatory agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Based on the timely availability of complete and accurate financial records, we expect to begin our audits in October or November each year and intend to issue our report no later than the following March 31. We will contact you to arrange for the exact date of audit fieldwork at your office. Arvin D. Druvenga is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs (such as report production, typing, postage, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as

work progresses and are payable on presentation. **We agree that our fees will not exceed the following, including out-of-pocket expenses:**

See Section 3 - Fee Proposal

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with the City Administrator and arrive at a new fee estimate before we incur the additional costs.

Minor consultations are included in the above comprehensive fee. Major consultations requiring research or other special projects will be discussed with the City Administrator and an estimated fee agreed upon prior to commencement of the engagement.

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report upon request. Our most recent peer review report is available on our website (www.winther-stave.com) or by contacting our office.

We appreciate the opportunity to be of service to the City of Storm Lake and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

WINTHER, STAVE & CO., LLP

Arvin D. Druvenga, CPA

ADD:rms
Enc.

RESPONSE:

This letter correctly sets forth the understanding of the City of Storm Lake.

Title

Signature

Date

EXHIBIT 1
PERSONNEL RESUMES

Arvin D. Druvenga, CPA

Significant Career Experience

Winther, Stave & Co., LLP - Principal
Gold Star Manufacturing - Controller
Northwestern State Bank - Internal Control Officer

Education Background

B.A. in Accounting - Dordt College
CPA in Iowa

Relevant Experience and Qualifications

Mr. Druvenga has over thirty years auditing experience in public accounting with Winther, Stave & Co., LLP. Arvin has supervised a wide variety of local government and not-for-profit audits.

He has completed well in excess of the required hours of continuing education, including hours in subjects directly related to the government environment and government auditing.

Professional Memberships

Member of the American Institute of CPAs
Member of Iowa Society of CPAs

Rodney A. Meendering, CPA

Significant Career Experience

Winther, Stave & Co., LLP - Manager

Education Background

B.A. in Accounting - Briar Cliff College
CPA in Iowa

Relevant Experience and Qualifications

Mr. Meendering has over twenty-five years auditing experience in public accounting. Rod has previous audit experience on the cities of Spirit Lake, Sheldon, Storm Lake, Manson, Everly, Arnolds Park, Okoboji, and Cherokee and Spencer Municipal Utilities, Milford Municipal Utilities, and Central Water System.

Rod has completed the required hours of continuing education, including hours in subjects directly related to the governmental environment and governmental auditing.

Professional Memberships

Member of the American Institute of CPAs
Member of Iowa Society of CPAs

Sam Johnson, CPA

Significant Career Experience

Winther, Stave & Co., LLP - Senior Accountant
Regional Transit Authority (RIDES) - CFO

Education Background

Iowa Lakes Community College and Buena Vista College
CPA in Iowa

Relevant Experience and Qualifications

Mr. Johnson has over ten years auditing experience in public and private accounting. Sam has performed as the in-charge accountant on a variety of local government and not-for-profit audits, as well as having served as CFO for four years with an entity subject to Single Audit requirements.

Sam has completed the required hours of continuing education, including hours in subjects directly related to the governmental environment and governmental auditing.

Professional Memberships

Member of the American Institute of CPAs
Member of Iowa Society of CPAs

HUNZELMAN, PUTZIER & Co., PLC
CERTIFIED PUBLIC ACCOUNTANTS

JASON K. RAVELING
TAMMY M. CARLSON, C.P.A.
STEVE CAMPBELL, C.P.A.
JEFFORY B. STARK, C.P.A. (RETIRED)
RICHARD R. MOORE, C.P.A. (RETIRED)
WESLEY E. STILLE, C.P.A. (RETIRED)
KENNETH A. PUTZIER, C.P.A. 1930-2018
W. J. HUNZELMAN, C.P.A. 1921-1997

P.O. BOX 398
1100 WEST MILWAUKEE
STORM LAKE, IOWA 50588
712-732-3653
FAX 712-732-3662
www.hpcocpa.com

June 5, 2019

Brian Oakleaf
Finance Director
PO Box 1086
Storm Lake, IA 50588

Brian –

Thank you for requesting a proposal from our firm for auditing services for the City for fiscal year 2018-2019. We have enjoyed our working relationship with the City in the past and hope to continue in some capacity in the future. Unfortunately, at this time, our firm schedule and staffing requirements does not allow us adequate time or resources to perform the City audit for fiscal year 2018-2019. Please consider us for any future financial (auditing or otherwise) services the City may need.

Sincerely,

Jason Raveling

Jason Raveling
Hunzelman, Putzier & Co., PLC



REQUEST FOR PROPOSAL

CITY OF STORM LAKE, IA

AUDITING SERVICES

The City of Storm Lake is seeking proposals for audit services from qualified auditing firms for auditing services beginning with the City's Fiscal Year 2018-2019. The following Request for Proposals document outlines the information and format for proposals that are submitted for this RFP.

Specific Requirements

The City of Storm Lake reserves the right to reject any and all proposals received.

The request for proposals includes an audit for the City of Storm Lake and the Lake Improvement Commission, a 28E organization that is operated and managed by the City of Storm Lake.

The Audit shall be conducted in accordance with the following minimum standards:

- US Generally Accepted Auditing Standards
- Standards applicable to financial audits as contained in Government Auditing Standards, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, when applicable.

The audit report should conform to:

- Reporting formats specified by the Auditor of the State's office
- AICPA Audit Guides
- Governmental Accounting Standards Board reporting requirements

The audit report shall include a management letter which includes recommendations related to the financial statements, internal controls, accounting systems, and any compliance issues.

The City of Storm Lake shall receive a minimum of 10 copies of the bound final report and a digital copy of the final audit in PDF format for the city of Storm Lake audit.

All audits shall be submitted to the State of Iowa as required by the Auditing firm including the fees required by the State of Iowa. The City will be responsible, after Auditing firm direction, to pay these fees to the State of Iowa.

The city anticipates that this relationship will begin with a two (2) year commitment and then could continue after that term, if mutually agreed, up to an additional three (3) years.

Proposal Requirements

Each proposal shall include the following sections and shall answer the related questions in a brief and clear manner.

Section 1 – Introduction

- Please introduce your firm to the review committee and an outline of your desire to work with the City of Storm Lake as the City's auditors
- Identify where your main office is located and any branch locations and which office would be the primary office that would work on the City of Storm Lake's account
- Outline the size and general experience of your organization
- Identify your independence with regard to the City of Storm Lake

Section 2 – Experience & Qualifications

- Identify your company's qualifications as it relates to the City of Storm Lake (for specific information on the City of Storm Lake see page 4 of this RFP)
- Identify who will be the primary contact for your organization with the City of Storm Lake and who will be responsible for the work on this audit.
- Identify who will be assigned to this audit team and what capacity they will have with regards to this audit.
- Provide resumes for all staff who will be directly involved with the City of Storm Lake audit
- Describe your organizations internal controls and quality control systems

Section 3 – Fee Proposal

- The city is looking for cash based auditing.
- Identify any services that would not be included in the proposed not-to-exceed pricing structure including but not limited to:
 - A not-to-exceed fee for services related to a single audit as required by the expense of over \$750,000 in federal funds
- Identify your standard hourly rates for services provided to government agencies outside of the base auditing services, if needed.

- The City of Storm Lake would prefer to pay the auditing firm the full fee at the completion of the audit. If this is not acceptable please include in this section an alternative pay structure with specific milestones that you would like to see. If your firm is chosen, the City of Storm Lake will negotiate the terms of payment with you prior to the signing of the contract.
- Identify the audit timeline for fiscal year 2018-2019 including key milestone dates which at a minimum will include all onsite dates
- Provide a date by which the City will be guaranteed to have the first draft of the audit and the date by which you will guarantee the audit will be completed and submitted to the State of Iowa. The contract for audit services with the selected vendor will have the guarantee date included and will include a clause that for each day the audit is not completed, following the guaranteed date in the contract, the City of Storm Lake will reduce the audit fee by \$500 per day. The failure to meet the guarantee date of completion for the audit will also automatically terminate the agreement.

Section 4 – Draft Contract for Services

- Please include a sample draft agreement for services.

Section 5 – Supplemental Information

- You may include any additional information you feel is important to the selection process.

Review Process

All proposals that are received by the deadline on **June 5th, 2019** will be reviewed by the City Manager, Assistant City Manager, Finance Director and Staff Accountant. Together this group will be the selection team.

The following criteria will be used to review the received proposals:

25 points	Proposed cost for services
30 points	Ability of the firm to meet the needs of the City of Storm Lake
15 points	Auditors past experience and references
15 points	Qualifications of specific staff assigned to the City of Storm Lake
5 points	Overall organization of the proposal and the inclusion of all the requested material
10 points	Proposed audit timeline

City of Storm Lake Information

In an effort to assist potential auditing firms with preparing their proposals we provide the following information on the City of Storm Lake and the Lake Improvement Commission.

The City of Storm Lake is located in Northwest Iowa and has a 2010 Census population of 10,600. The city is a full function city providing residents with Police, Fire, Library, Park, Street & Infrastructure, Administrative, Water, Sanitary Sewer, and Storm Water services. The city has four (4) basic enterprise funds including Water, Sanitary Sewer, Storm Water and Landfill (primarily a pass through fund for the assessed portion of the county recycle and landfill operations – the city does not provide garbage hauling or pick up services).

In addition, the City of Storm Lake owns and operates a resort facility, King's Pointe Waterpark Resort (www.kingspointeresort.com), which includes a 100 room hotel, restaurant, ballroom and conference facilities and indoor water park. This facility is operated under a management agreement by Weigand-Omega who handles all the day to day operations including the financials for the hotel, restaurant, and indoor water park under this agreement. Their books are available to the selected auditing firm. Weigand-Omega is located in Wichita, KS.

Under a separate qualified management agreement Weigand-Omega also operates the city's outdoor water park, golf course, cottages and lighthouse concession stand. Accounting for these facilities is also handled by Weigand-Omega but is separate from the King's Pointe Waterpark Resort accounting.

The City of Storm Lake is the managing partner in a 28E Agreement with the City of Lakeside, County of Buena Vista, and Lake Preservation Association (a private non-profit organization) for the purpose of operating the dredging operation currently underway on Storm Lake. This 28E organization is known as the Lake Improvement Commission. The RFP includes a separate annual audit for this 28E organization as well as the traditional city audit.

The City of Storm Lake has one collective bargaining unit, Police Officers, with a two year agreement that ends June 30, 2021. The bargaining unit is with the General Drivers and Helpers Union Local No. 554. A total of 14 employees are covered by the bargaining unit.

The City has approximately 65 full time employees, 30 volunteer fire fighters, and several seasonal and part time employees.

The City of Storm Lake accounts for their funds, accounts payable, accounts receivable, utility billing process, and building permits. The City of Storm Lake converted financial software companies during FY2018-2019 from Springbrook Software based in Portland, Oregon to Tyler Technology Software, Incode 10. Tyler Technology Software is based in Plano, Texas.

The City of Storm Lake operates on a cash basis of accounting while the King's Pointe Resort and the Outdoor water park (both managed by Weigand-Omega) operates on a full accrual basis.

Monthly the accrual basis accounting for King's Pointe is converted to cash basis for the City's books based on General Ledger activity provided by management company Weigand-Omega.

The city has also received an \$8.2 Million NDRG Grant for Storm Water Mitigation Projects.

Below are some of the substantial projects that the City of Storm Lake currently has underway, starting, or ending in FY 2018-2019:

- ❖ Richland Street:
 - Construction began in FY2017 with final payment planned for FY2019. Repaving of a large portion of this street to restore weakened concrete to allow for a more efficient and safe street.
- ❖ 1st Street and Mae Street Sewer Lining:
 - This project is part of the NDRG Grant and is construction began in FY2018 and has continued into FY2019. The purpose of this project is to reduce flooding in this area.
- ❖ 10th and Ontario Stormwater Improvements:
 - This project is part of the NDRG Grant and construction began in FY2018 and has continued into FY201 with planned completion in the Summer 2019. The purpose of this project is to reduce flooding in this area.
- ❖ Waste Water Treatment Facility Wetlands:
 - This project is part of the NDRG Grant and construction is anticipated to begin Fall of 2019. The purpose of this project is to provide a wetland around the current Waste Water Treatment Facility.
- ❖ 4th & Oats Stormwater Improvements:
 - This project is part of the NDRG Grant and construction is anticipated to begin Fall of 2019. The purpose of this project is to reduce flooding in this area.
- ❖ 4th & Barton Storm Water Improvements:
 - This project is part of the NDRG Grant and construction is anticipated to begin Fall of 2019. The purpose of this project is to reduce flooding in this area.
- ❖ Memorial Park Water Quality Improvements:
 - This project is part of the NDRG Grant and construction is anticipated to begin Fall of 2021. The purpose of this project is to reduce flooding in this area.
- ❖ 7th & Geneseo Sanitary Sewer Improvements:
 - This project is part of the NDRG Grant and construction is planned to be completed in the Fall of 2019. The purpose of this project is to reduce flooding in this area.
- ❖ Michigan Street Parking Lot:
 - This project is anticipated to begin Fall of 2019. The purpose of this project is restore weakened concrete.

❖ Runway 13/31 Apron Rehabilitation:

- Construction for this project began fall of 2018. The purpose of this project is to restore weakened and broken concrete on the Airport Apron and Taxiway to allow for safe travel and mobility of aviation equipment. This project is funded 90% by the FAA.

Previous Audit

The City of Storm Lake is at the end of its contract with Winther Stave & Company, Spencer, IA

Deadline

Auditing firms interested in providing auditing services to the City of Storm Lake shall submit a digital copy of the proposal in PDF format (emailed to oakleaf@stormlake.org) AND must mail three copies of their Proposal to the City of Storm Lake at the following address:

**Brian Oakleaf
Finance Director
PO Box 1086
Storm Lake, IA 50588**

All proposals need to be received by:

June 5th, 2019 at 4:00 PM CST

Any proposals received after this date shall be returned unopened and will not be considered.

The Storm Lake City Council will select a firm by **June, 17th, 2019**.

All questions in regards to this proposal shall be directed to Brian Oakleaf at 712-732-8000 or by email at oakleaf@stormlake.org

###

Staff Summary

6/17/2019

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: Keri Navratil, City Manager

SUBJECT: **Motion To Accepting Donations On Behalf Of The Whitecaps Baseball Team**

BACKGROUND: The City of Storm Lake owns Memorial Baseball Field. The City leases the ball field to St. Mary's baseball, who subsequently subleases to the Whitecaps.

The Whitecaps Board is unable to accept donations and is requesting that donations pass through the City of Storm Lake. Currently, there are two pending donations which the funds would be to assist in the room and board for Whitecap players.

If City Council is agreeable to this arrangement, future donations would be placed on the Consent Agenda.

FISCAL IMPACT: N/A

RECOMMENDATION: Motion to approve the request.

Staff Summary

6/17/2019

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: Keri Navratil, City Manager

SUBJECT: **Resolution No. 69-R-2018-2019 Proposing Disposition of Real Estate to SLCSO in Land Exchange**

BACKGROUND: This area of the community has experienced extreme flooding for quite some time as the community developed adding substantial impervious area to the watershed. Of the 250 acres that drains to Radio Park, 144 acres drain to this location, mostly via sub-surface storm sewer pipes. Severe flooding compounded by E-coli concentrations in the stormwater at this location along 4th Street between Flindt Drive on the east and Russell Street requires stormwater improvements. Work will include bio-retention cells, tree trenches, and rain gardens which will reduce the nutrient loading (e-coli) entering the lake as well as reduce flooding. The project is designed to protect the 10 year storm events (4.5 inches of rainfall). The storm water improvements would be at the edge of 4th and Oates utilizing approximately 30,230 SF (.69 acres) of land.

Per the Federal HUD guidelines, the City obtained an appraisal from Remer Appraisals and review appraisal from Urban Appraisals, which stated the appraised value of the property is \$8.15/SF.

The City owns a 17,961 SF of Skewis Right-of-Way which the baseball fields are currently located. The City proposes a land transfer in the amount of 17,961 SF of Skewis Right-of-Way to School District Ownership.

Prior to a land exchange, the City needs to set a public hearing for July 1, 2019 at 5:00 p.m. in City Council Chambers.

FISCAL IMPACT: N/A

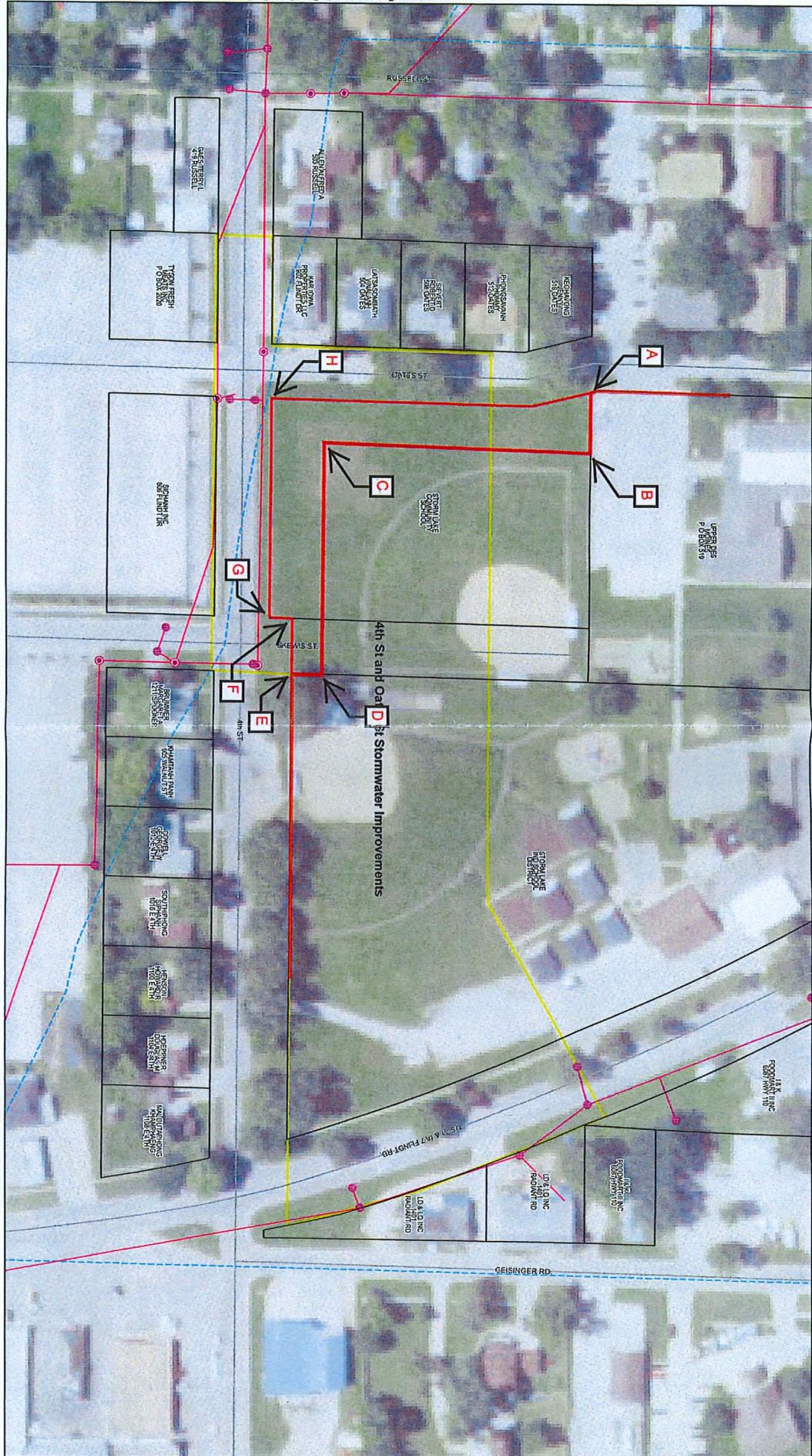
RECOMMENDATION: Approve Resolution No.69-R-2018-2019 and set Public Hearing for July 1, 2019 at 5:00 p.m. in City Council Chambers.

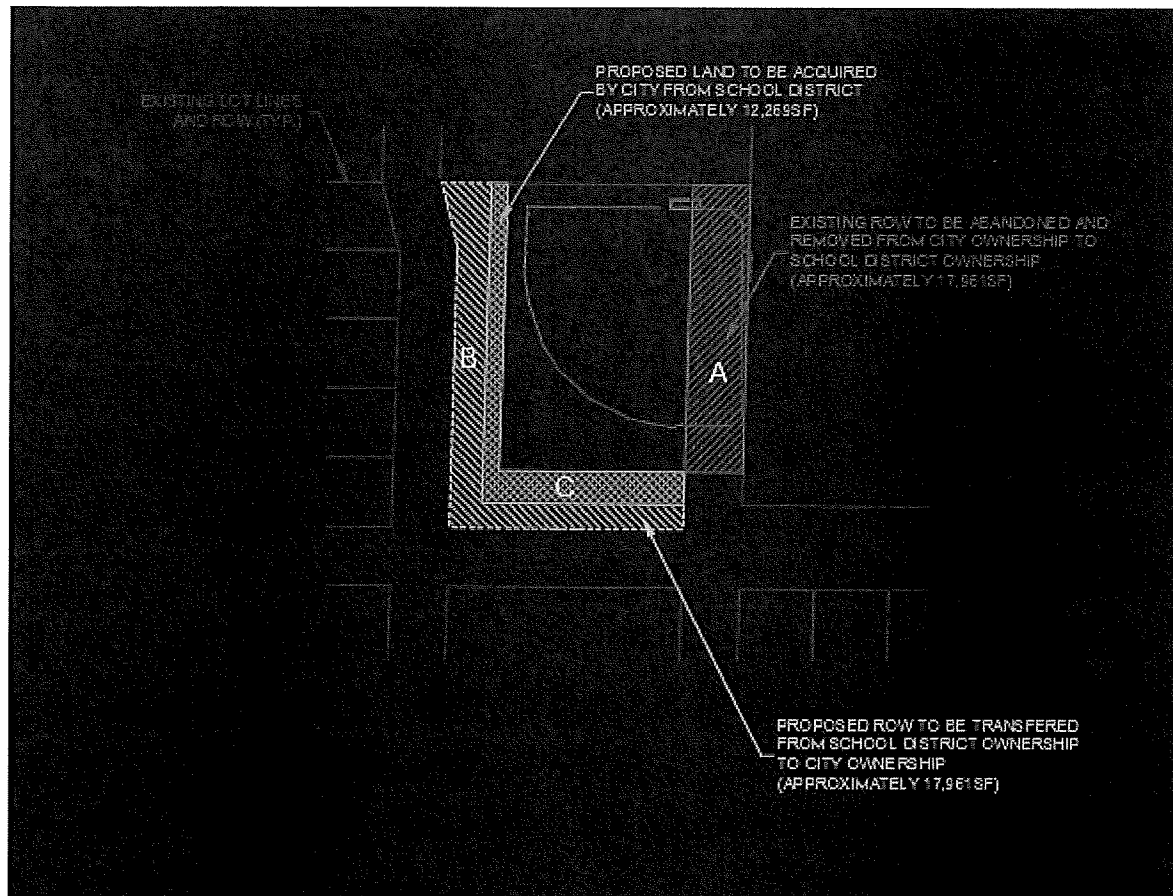
ATTACHMENTS:

Description	Type
📎 Project Maps	Backup Material
📎 Resolution No. 69-R-2018-2019	Resolution



**4th St and Oates St
Parcel Ownership**





RESOLUTION NO. 69-R-2018-2019

RESOLUTION PROPOSING DISPOSITION OF REAL ESTATE AS PART OF AN EXCHANGE OF PARCELS AND PROVIDING NOTICE TO THE PUBLIC

WHEREAS, the City of Storm Lake, Iowa (the ACity@) is the owner of real estate described as:

A PART OF VACATED SKEWIS STREET LYING EAST OF, AND ADJACENT TO, BLOCK ONE (1) OF GAHERTY AND PRICHARD'S FIRST ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast (NE) corner of Lot One (1), Block One (1) in said Gaherty and Prichard's Addition; Thence South along the East line of said Block One (1) to a point 60.00 feet North of the Southeast (SE) Corner of Lot Five (5), in said Block One (1); Thence East, 60.00 feet to the East line of Skewis Street; Thence North along said East line to the eastern extension of the North line of said Block One (1); Thence West, along said extended North line, 60.00 feet to the Point of Beginning.

("Lot A");

WHEREAS, the City and the Storm Lake Community School District (the "District") have negotiated an exchange of parcels the terms of which have been embodied in a proposed Real Estate Contract (the "Contract") by and between the City and the District, pursuant to which the City would convey to the District Lot A in exchange for the District conveying to the City the following described District-owned real estate:

A PART OF LOTS FIVE THROUGH TEN (5-10) IN BLOCK ONE (1) OF GAHERTY AND PRICHARD'S FIRST ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southeast (SE) Corner of Lot Five (5), Block One (1), in said Gaherty and Prichard's Addition; Thence North along the East line of said Lot Five (5), 25.00 feet; Thence West, parallel with the North line of Fourth Street, to a point 33.00 feet East of the East line of Oates Street; Thence North parallel with said East line, to the North line of Lot Ten (10); Thence West along said North line to the Northwest (NW) Corner of said Lot Ten (10); Thence southeasterly along the West

line of said Lot Ten (10), to the Southwest corner thereof; Thence South along the East line of Oates Street to the North line of Fourth Street; Thence East along said North line to the Point of Beginning.

("Lot B") without additional consideration paid by either the City or the District, as the parties believe Lots A and B are of equal value;

WHEREAS, Lot A is not needed by the City but Lot B is needed by the City for a storm water project;

WHEREAS, a copy of the proposed Contract is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, 620 Erie Street, City of Storm Lake, Iowa.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City of Storm Lake, Iowa does hereby propose to dispose of, and convey, Lot A to the District on the terms described above.

IT IS FURTHER RESOLVED that this proposal shall be scheduled for a public hearing at the Council Chambers at City Hall at a regular council meeting scheduled for July 1, 2019, at 5:00 p.m. The City Clerk is further directed to have a copy of this Resolution published in the Storm Lake Times on a date not less than four (4) days nor more than twenty (20) days prior to said meeting.

Passed and approved this 17th day of June, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

6/17/2019

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: Keri Navratil, City Manager

SUBJECT: **Resolution No. 70-R-2018-2019 Approving Dock Capital Improvements At The Storm Lake Marina**

BACKGROUND: The City of Storm Lake, through a long-term agreement with the Iowa Department of Natural Resources, manages the Storm Lake Marina property. The City of Storm Lake has entered into an agreement with a third party, Buoy's Bar and Grill, to oversee daily operations of the Storm Lake Marina on behalf of the City of Storm Lake and the Iowa Department of Natural Resources. Buoy's Bar & Grill is requesting to use \$64,570 to pay for the new public courtesy dock outside of the concessions building.

FISCAL IMPACT: The City has received all paperwork necessary from Buoy's. For Fiscal Year 2019-2020, City Council did approve \$75,000 of set-aside funds for expenditures at the Storm Lake Marina.

RECOMMENDATION: Approve Resolution No. 70-R-2018-2019

ATTACHMENTS:

Description	Type
☐ Funding Request	Backup Material
☐ Dock Specs	Backup Material
☐ Dock Quotes	Backup Material
☐ Resolution No. 70-R-2018-2019	Resolution



BUOYS BAR & GRILL

**207 W. Marina Road
Storm Lake, IA 50588
Phone: 712-213-9492**

June 10, 2019

Buoys Bar & Grill would like to ask that the Storm Lake City Council set aside the funds of \$64,570.00 for the replacement of the new dock outside of the concessions building from the \$75,000.00 that was allocated towards infrastructure. Please take this into consideration for the public courtesy dock out front of the marina to operate properly.

Thank you very much.

Respectfully,

Jennifer A. Hustedt

Buoys Bar & Grill

712.660.0976

**IOWA DEPARTMENT OF NATURAL RESOURCES
SPECIFICATIONS FOR FLOATING BOAT DOCKS AND ROLL-IN DOCKS**

I. DESIGN LOADS

A. Vertical

1. Dead load shall be the entire weight of the floating docks or access ramps and bridges. Floating docks shall ride with the deck uniformly at 15 to 20 inches above the water surface at dead load.
2. Live load shall be not less than 30 pounds per square foot.
3. Combined dead load plus live load shall be not less than 40 psf for docks. At the combined loading of 40 psf, a freeboard of approximately six inches shall be maintained. Extra flotation shall be installed at first header sections as required to take end reaction of ramps or bridges due to combined loading.

B. Horizontal

1. Wind: Uniform load from any direction, 15 psf assuming 100 percent boat occupancy or maximum well dimension, whichever is greatest. Profile height of boats to be as recommended by Manual 50 ASCE Journal of the Waterways and Harbors Division, Page 106, dated 1969.

II. DECKING

A. General

Decking shall be able to withstand prolonged exposure to sunlight, frequent wetting and drying, severe abrasion by scuffing, not peel off or crack, and shall be nonskid and easily cleaned. Decking shall withstand minimum of 135 pounds per square foot dead load plus live load at supports with deflection at the center of no more than 1/180th of the span. Connections shall not protrude above face of dock. Decking joints shall run perpendicular to the long axis of the dock and shall expose **no gap wider than one-half inch.**

B. Wood

Wood deck and bumper rails shall consist of 2 x 6 and/or 2 x 8 planks of pine or Douglas fir, Grade No. 1 or better treated with pentachlorophenol at .5 pounds/cubic foot minimum or with CCA (chromated copper arsenate) AWWA, standard LP-22 water-borne preservatives.

The material shall be free of any objectionable odor.

The exterior shall be protected with material capable of resisting any anticipated attack by marine organisms.

Surface of finished units shall lie in a true horizontal plane with the water. Edges formed by molding or cut sections may be either rounded or square.

Encasement: Flotation units shall be encased in high density polyethylene shells. The encasement shall be formed to completely encase the flotation material. Flotation units shall be fully protected by the dock frame on all sides to permit skid placement and removal of dock sections. The weight of the dock shall not rest on the flotation tubs when it is out of the water.

VI. ANCHORAGE

Docks are to be anchored by a means of drive-in-place piling systems. Supplier shall furnish and install support frames, fittings, and/or clamps of strong aluminum or galvanized malleable iron capable of supporting up to 2-3/8 O.D. pipe while dock moves vertically. Fittings shall be installed at approximately the locations shown on the plans and shall be placed inside the dock frame structure and fully protected by the rub rails.

VII. BRIDGES AND RAMPS

Bridges and ramps shall be of the size shown on the drawing or specified in the proposal and shall be designed for a dead load plus live load of 50 pounds per square foot.

Handrails shall be furnished for all ramps or bridges over four feet in length. The top rail shall be 42 inches above the walkway and an intermediate rail shall be placed 21 inches above the walkway.

Handrails shall be capable of withstanding a horizontal thrust of 50 pounds per lineal foot loading applied at the top of the railing in accordance with Section 3.1.2 of the American Building Code.

A float drum shall be placed at the end of the ramp that connects to the dock.

The bridge shall be connected to the dock by pin connection as in IV above, or other approved device and the shore end shall have an approved suitable metal skid.

Detailed shop drawings showing the bridge/ramp and handrails shall be submitted with the proposal.

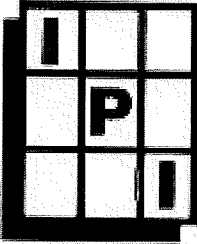
VIII. RUB RAIL

Wheels for roll-in docks shall be 14-15 inches and double braced to accommodate pushing and pulling the entire dock into and out of the lake. Roll-in docks shall have connections provided so that add-on sections of docks can be added to the roll-in dock.

For each section, furnish two (2) adjustable support stands and mounts or brackets.

An out-of-the-way winch shall be provided on the roll-in dock to provide for vertical adjustment of wheels from 2 1/2 feet to 8 feet.

10/30/00



IOWA PRISON INDUSTRIES
METAL FURNITURE DIVISION
ANAMOSA IOWA

Prices good for 30 days unless special material

DATE
SPE NUMBER
EXTENSION
CUSTOMER
REQUESTED BY

June 12, 2019

3969

G

0

0

DESCRIPTION LINE 1
DESCRIPTION LINE 2
DESCRIPTION LINE 3

5-Pier Boat Dock
100 ft(W) X 58ft(D) X 3ft(H)
0

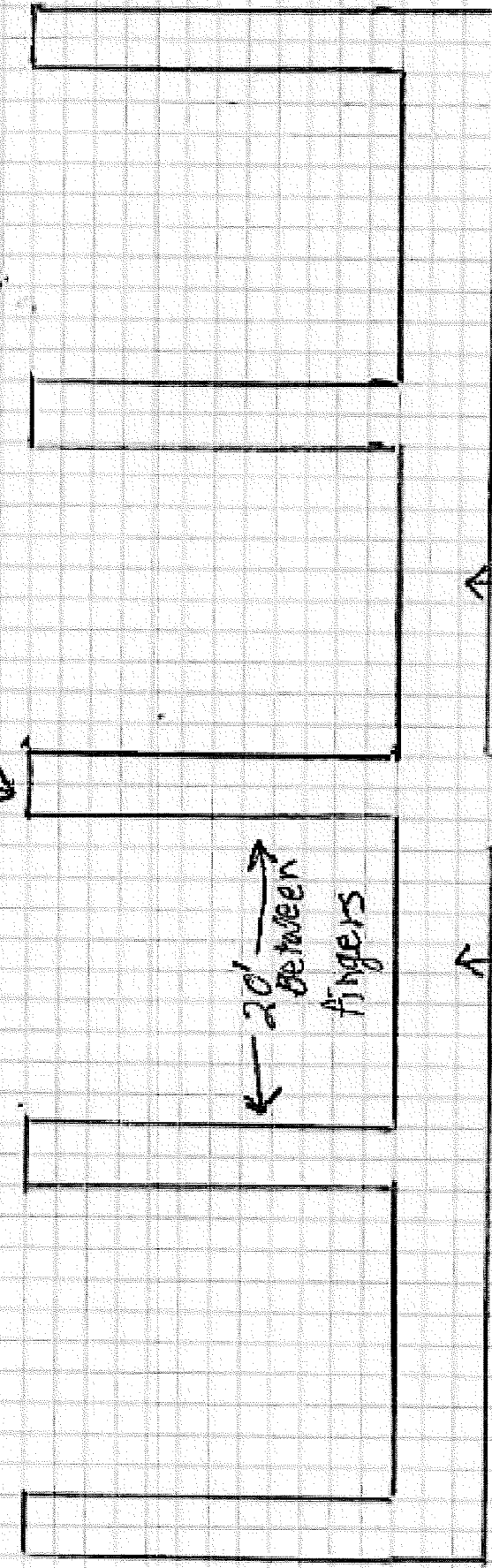
PRICE AS PER AL RIETER
WEIGHT
DRAWING BELOW

\$66,395.000

27,034.484

*This price does not
include install.
all other dock
pricing includes
install.*

All Five Fingers measure 4" wide
24" long



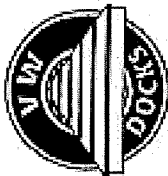
Main Section is 6' wide
100' long

6' wide
32' long

SHORE
↓

SHORE
↓





VW Dock Company

P.O. Box 343
Spirit Lake, IA 51360
(712) 336 - 1016 fax (712) 336 - 1074

Quote No. 18-1059

SALES QUOTE -

Customer

Name Storm Lake-Casino Beach Marina-Docks Phone (business) 712-299-5388
Address Home/Club
City Storm Lake, Cell _____
State IA FAX _____
Zip _____ e-mail lwilcpalnick@hotmail.com

Dates

First Contact _____
Quote Issued 13-Dec-18
Accept/Reject _____

Courtesy Dock #2

Construction: 1 1/4" eleven gauge square tubing, 1/2" round with misc. angles and flat forming a 10" frame. Anchoring to be spud poles. All necessary flotation included.
All frames, connections and spud poles to be hot dipped galvanized.
Decking to be Sun-Walk vinyl decking-color to be determined. Also included six 10" cleats on each Section coming off of shore to stand alone. Also included is 2x12 treated skirting with 8" vinyl rub rail. Rub rail will be on all sides of the fingers and between the fingers.

Courtesy Dock-6'x30' out to 6'x100' forming a "T" with five 4'x24' fingers coming off of main towards lake. Main to run parallel to shore. Twenty feet between fingers.

Option #2: 6'x30' straight out to 6'x124' forming a "T" with six 4'x24' fingers. Twenty feet between fingers. Main dock running parallel to shore. Fingers will be perpendicular to shore and main.

Quote good for 30 days from date of quote.

Notes

Price includes delivery and installation
Not included is equipment to unload off of trailer and set into water, and to assist in positioning dock to final location.

Status

☐ Established Customer

☐ New Customer ☐ Prospective Customer

# Docks	Price	TOTAL
1	\$64,570.00	\$64,570.00
1	\$83,193.00	\$83,193.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

Sub Total

\$

Sales Tax

Delivery

Installation

TOTAL

\$

Quote good until 1/31/05

\$10,000.00



Bob Strode
Regional Account Manager
Bob.Strode@mcus.com
Phone: (616) 450-6269

June 11, 2019

Tom Fitzpatrick
City of Storm Lake Iowa
PO Box 1056
Storm Lake, IA 50588
712-732-8000 Office, 712-299-8388 mobile
twfitzpatrick@hotmail.com

RE: Storm Lake City Dock, City of Storm Lake, Buena Vista County, Storm Lake, Iowa

Dear Mr. Fitzpatrick,

MarlCorp US, LLC appreciates the opportunity to provide a proposal on this project. We hope to earn your current and future business by providing you with superior customer service and products that will stand up to the challenges a marina setting on Storm Lake presents for years to come. We know that our product's qualities are second to none and we hope that any questions concerning product comparisons between ours and another product are addressed so we can provide you with answers to aid in your decision. We propose the following:

Specifications for new dock:

- **Substructure:** Substructure frames are 12" tall with (2) – 18" diagonal opposing truss web members on each side of frame in each 4' section as well as crossways between boxes. (2) Diagonal members between the two bottom chords in every 4' section. Frames are fabricated using 2" x 2" x $\frac{1}{16}$ " 1 $\frac{1}{2}$ " x 1 $\frac{1}{2}$ " x $\frac{1}{16}$ " structure chords, 1 $\frac{1}{4}$ " x 1 $\frac{1}{2}$ " x $\frac{3}{16}$ " trusses, and verticals 1 $\frac{1}{4}$ " x 1 $\frac{1}{2}$ " x $\frac{3}{16}$ " diagonals with 3" x 3" x $\frac{3}{16}$ " angle at connections points. Frame to frame connections utilize (8) $\frac{1}{2}$ " x 1 $\frac{1}{2}$ " yellow zinc finish Grade 8 bolts and zinc plated Grade A lock nuts.
- **18" Floats:** Polyethylene roto-molded float (.150" nominal wall thickness) with encapsulated polystyrene. Floatation meets U.S. Army Corps of Engineers regulation #36 CFR part 27 as well as "Hunt" water absorption test. Floatation has square reinforced corners and molded mounting slots. Floats will be attached to substructure of dock with 3/8" x 3" zinc plated thread cutting screws.
- **Concrete Decking Option:** 2' x 2' x 1 $\frac{1}{2}$ " and/or 2' x 1 $\frac{1}{2}$ ' x 1 $\frac{1}{2}$ " concrete tile decking. Tiles are gray wet cast concrete with choice of 3 standard patterns. Tiles secured with 2" x 6" treated lumber skirt around full perimeter of dock.
- **Wood Decking Option:** 2" x 6" treated lumber deck boards attached to steel runners on 24" centers with $\frac{1}{16}$ " x 2 $\frac{1}{4}$ " Torx Type F screws.
- **SunWalk Decking Option:** SunWalk™ 90 Series decking attached using #10 – 1.5" pan head self-drilling screw.
- **Anchoring:** (4) Select Series 8" schedule 40 collar, 5" x schedule 40 x 18' spud pole.
- **Underwater Bracing:** None

- **Utilities:** None.
- **Guardrail:** None
- **Gangway:** 6' x 8' Select Series gangway with piano hinge attachment to shore abutment, roll on dock/
- **Accessories:** Vinyl rub rail full perimeter of dock with molded vinyl rub rail corners, (8) 10" galvanized cleats, 2" x 8" treated lumber single skirt board.

FRAMES, ANCHORS, GANGWAYS AND OTHER STEEL COMPONENTS MANUFACTURED BY MARICORP U.S. ARE HOT DIP GALVANIZED AFTER FABRICATION.

Dock A: A 30' x 100' open dock in shoreline configuration with (4) 20' x 24' slips, 6' head pier and 4' fingers.

Concrete Decking option delivered and installed: **\$59,057.10**

Treated Lumber Decking option delivered and installed: **\$58,477.07**

SunWalk Decking option delivered and installed: **\$66,620.56**

Concrete Decking option delivered preassembled: **\$48,568.87**

Treated Lumber Decking option delivered preassembled: **\$49,653.53**

SunWalk Decking option delivered preassembled: **\$57,912.53**

Installed
→ This one matches the original dock we purchased
Not Installed

Terms: To be Determined

This proposal is valid for 30 days and is subject to final corporate approval.

This proposal does not include applicable sales or use tax if any. If a project specific tax-exempt certificate cannot be provided applicable sales tax will be added.

Please give our product close consideration. Our industry leading warranty is a direct reflection of our outstanding confidence in our work. Please call me at 616-450-6269 if you have any questions.

Sincerely,

Bob Strode

RESOLUTION NO. 70-R-2018-2019

RESOLUTION APPROVING DOCK CAPITAL IMPROVEMENTS AT THE STORM LAKE MARINA

WHEREAS, the City of Storm Lake, through a long-term agreement with the Iowa Department of Natural Resources, manages the Storm Lake Marina property; and

WHEREAS, the City of Storm Lake has entered into an agreement with a third party, Buoys Bar and Grill, to oversee daily operations of the Storm Lake Marina on behalf of the City of Storm Lake and the Iowa Department of Natural Resources; and

WHEREAS, the agreement between the City of Storm Lake and Buoys Bar and Grill requires any capital improvements, including cost sharing, made by Buoys Bar and Grill to be authorized by the City of Storm Lake and the Iowa Department of Natural Resources; and

WHEREAS, the installation of a new public courtesy dock has been installed as approved; and

WHEREAS, the new public courtesy dock meets the definition of a public good for a public purpose and an allowable expenditure of local option sales tax funds.

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

Section 1. Reimbursement to Buoys Bar and Grill of the cost of the public courtesy dock in the amount of \$64,570.00 is hereby authorized from the City of Storm Lake's Fiscal Year 2020 budget.

PASSED AND APPROVED this 17th day of June, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

6/17/2019

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: **Motion to Accept Lab Testing Services Qualification Proposals**

BACKGROUND: Each year the City spends between \$60,000-\$70,000 for lab testing services for the wastewater, water, and stormwater departments.

As stewards of taxpayer dollars, all departments of the City of Storm Lake hold the responsibility for conducting procurements in a deliberate, fair and ethical manner. The goals of the City when making purchases are to:

- purchase the proper good or service to meet the needs of the City;
- Get the best possible price for the good or service;
- Get the best value for public dollars expended;
- Have the good or service available where and when it is needed;
- Ensure a continuing supply of needed goods and services;

Allow bidders a fair opportunity to compete for the government's business, through statutory requirements for competitive bids and proposals combined with the City's purchasing procedures;

- Stimulate the local economy and job market by allowing local businesses an opportunity to compete in the City contract award process.

Proposals were opened on June 11, 2019 by City Clerk Martinez at 4:00 p.m. Two proposals were received:
Foundation Analytical Laboratory from Cherokee, Iowa
Mangold Environmental Testing- Storm Lake, Iowa

A panel met to review the submissions and were provided a grading matrix; the average score for each firm is below:

Mangold Environmental Testing
Overall Qualifications of Team
Previous Experience with Local Government

Notice of Violation
Stability and References
Total
Cost

Mangold Environmental Testing did not provide their cost proposal form in a separate sealed envelope per the Request for Cost Proposals and Qualifications for Lab Testing Services.

Mangold Environmental Testing did not supply three references due to their policy of client confidentiality.

Foundation Analytical Laboratory
Overall Qualifications of Team
Previous Experience with Local Government
Notice of Violation
Stability and References
Total
Cost

City Council may choose to waive any or all informalities not met per the instructions of the proposal.

Mangold Environmental Testing

Overall Qualifications of Team
Previous Experience with Local Government
Notice of Violation
Stability and References
Total-50 out of 80 total points
Cost-\$1,175.35
Foundation Analytical Laboratory
Overall Qualifications of Team
Previous Experience with Local Government
Notice of Violation
Stability and References
Total-74 out of 80 Total Points
Cost-\$1,762.30

FISCAL IMPACT:

There is no fiscal impact accepting the proposal.

RECOMMENDATION:

Motion to accept proposal for Lab Testing Services and direct staff to begin contract negotiations.

ATTACHMENTS:

Description	Type
❏ Foundation	Backup Material
❏ Proposal Requirements	Backup Material
❏ Mangold	Backup Material



Foundation

Analytical Laboratory

Date: Friday, June 7, 2019
To: City of Storm Lake
From: Molly Lundsgaard
Laboratory Administrator, Foundation Analytical Laboratory
Subject: RE: Storm Lake Wastewater Treatment Plant Testing & Lab Qualifications

To whom it may concern:

Foundation Analytical Laboratory (FAL) began in 2009 as a contract laboratory serving clients in the environmental, food, and feed industries. We are currently IDNR lab #396 and USEPA Lab #IA01138 and are certified for the testing of wastewater, drinking water, and sludge.

All laboratory testing performed by Foundation Analytical will be carried out at our original facility located at 115 E Maple Street, Cherokee Iowa or at our new state of the art facility currently in the construction phase at 723 Slezers Road, Cherokee Iowa.

Foundation Analytical Laboratory has received one notice of violation (NOV) from Iowa Department of Natural Resources since 2015. In September of 2018 we failed to notify IDNR staff of a lead concentration exceeding the action level of 0.15 mg/L within 24 hours of analysis. The exceedance was transmitted to DNR staff in accordance with the pre-set protocol but it was after the 24 hour period had expired.

Should FAL be awarded the laboratory testing for City of Storm Lake the primary contact will be Molly Lundsgaard (Laboratory Administrator) though Diane Young (owner) is also available. Molly has a bachelors degree from South Dakota State University and has been with Foundation Analytical since 2010. Her roll handles majority of customer service, quality assurance, billing, and business functions. Diane has 2 bachelors degrees from Iowa State University and is the owner and Director of Technical Services.

FAL's DNR & EPA certification is only one portion of our ability to service City of Storm Lake. We work with a wide range of municipality and industries to handle their testing needs and are confident we can provide the utmost of exemplary customer service paired with scientific excellence. FAL is a growing company currently building a new facility with 25 employees currently on staff. All analysts performing testing have a minimum of a bachelor's degree. We are continuing to invest in new technologies and add additional testing capabilities to best serve our clients.

The testing to be subcontracted for Storm Lake Wastewater Treatment plant is limited to Mercury in sludge (included in the Biosolids pricing) to be handled by Keystone Laboratory and the Whole Effluent Toxicity to be handled by Environmental Consulting & Testing. Should additional testing needs arise that we are unable to fulfil per our certifications it will be communicated in advance to the plant.

References:

City of Sheldon
Dean Paulsen, Wastewater Facility Superintendent
910 Western Ave
Sheldon, Iowa 51201
712.324.2234
dpaulsen@cityofsheldon.com

Iowa Great Lakes Sanitary District
Mark Ward, Plant Superintendent
302 28th Street
Milford, Iowa 51351
712.338.2626 ext 3
lab@iglsd.com

Agropur
Kurt Bosler, Wastewater Superintendent
332 Division Street
Hull, Iowa 51239
712.439.6780 ext 123
kurt.bosler@agropur.com



Foundation

Analytical Laboratory

Date: Friday, June 7, 2019
To: City of Storm Lake
From: Molly Lundsgaard
Laboratory Administrator, Foundation Analytical Laboratory
Subject: RE: Storm Lake Water Treatment Plant Testing & Lab Requirements

To whom it may concern:

Foundation Analytical Laboratory (FAL) began in 2009 as a contract laboratory serving clients in the environmental, food, and feed industries. We are currently IDNR lab #396 and USEPA Lab #IA01138 and are certified for the testing of wastewater, drinking water, and sludge.

Per the outlined requirements:

Should FAL be awarded the City of Storm Lake testing we are more than happy to drop off an entire month's worth of sample kits (coolers, ice packs, and labeled bottles) prior to the start of the month. Additionally, we always request our clients have a series of extra bottles on hand for unexpected occurrences. Included in each cooler will be a laminated chart outlining what routine collections are included and what bottle(s) are required for each.

Each bottle in kits will be labeled for what parameter it is for. We will give City of Storm Lake Water operators the option of a separate bottle for each test OR multiple tests out of one bottle where applicable. Regardless, bottles can and will be labeled clearly to avoid confusion.

Sample pick up dates will be scheduled in advance and will always be before 3pm. In the event of holiday or weather issues interfering with a pre-determined schedule we will communicate as soon as possible with City of Storm Lake Water operators to make adjustments.

If a need arises for weekend analysis FAL is available and willing to help. We will ensure contact phone numbers are available for water operators if we are awarded the contract to ensure easy communication in weekend and after-hour emergencies.

FAL is happy to offer electronic billing via email on a monthly or bi-weekly schedule (to be determined by City of Storm Lake). We also accept ACH payments.

FAL will coordinate collection kits to ensure City of Storm Lake has necessary bottles on hand to maintain permit requirements. We would develop a "standard" weekly / monthly / quarterly schedule to ensure those items are automatically delivered. However, items being required at less frequent intervals (i.e. permit requirements on atypical frequencies such as every 9 years, etc.) will need to be communicated to FAL the month prior to collection period.

FAL is happy to subcontract any methods we are unable to perform in house to another state certified laboratory. We leave the laboratory to the discretion of the client though we most frequently utilize SHL or Keystone. We currently subcontract the following: Chlorite, TTHM, HAA5, VOC, SOC, Radium, Gross Alpha, and a portion of IOCs. *Continued on next page*

We would coordinate with the plant for subcontracted items to be delivered to Storm Lake and/or collected for our routine pickup schedule. We then ship samples to the laboratory and forward reports upon analysis completion. Contract laboratory fees are then included on our regular billing cycle.

Cost Proposal Form- Please place in separate sealed envelope

Storm Lake Wastewater Treatment Plant Testing and Lab Requirements

It will be the responsibility of the lab to provide coolers, sample bottles, and preservatives in the appropriate sample bottles.

Effluent	No. of Tests/Week	Mon	Tue	Wed	Thu	Cost Per Test
NH3	3		X	X	X	\$ 19.00
TSS	3	X	X	X		\$ 15.75
cBOD	3		X	X	X	\$ 32.00
Chlor./Sulfate	1				X	\$ 31.50
Ortho-P	1			X		\$ 15.75
Total N/P	1			X		\$ 58.50

Influent	No. of Tests/Week	Mon	Tue	Wed	Thu	Cost Per Test
TSS	3	X	X	X		\$ 15.75
cBOD	3		X	X	X	\$ 32.00
Total N/P	1			X		\$ 58.50

Tyson Poultry	No. of Tests/Week	Mon	Tue	Wed	Thu	Cost Per Test
TSS	2		X	X		\$ 15.75
TKN	2		X	X		\$ 27.00
BOD	2		X	X		\$ 30.00
NH3	2		X	X		\$ 18.00

Other	Yearly	Cost Per Test
Biosolids	1	\$ 325.00
Whole Effluent Toxicity	1	\$ 550.00

WATER PLANT TESTS	Cost Per Test
COLIFORM BACTERIA	13 ⁻
LEAD AND COPPER	30 ⁻
NITRITE (AS N)	15 ⁷⁵
COMBINED RADIUM	235 ⁻
GROSS ALPHA	110 ⁻
(IOC) INORGANIC CHEMICALS	250 ⁻
NITRATE	15 ⁷⁵
(SOC) SYNTHETIC CHEMICALS	730 ⁻ → 850 ⁻
(VOC) VOLITILE CHEMICALS	275 ⁻
NITROGEN-AMMONIA (AS N)	19 ⁻
SODIUM	18 ⁹⁰
(TTHM)TOTAL TRIHALOMETHANES	> 126 ⁻
(HAA5)HALOACETIC ACIDS	
ALKALINITY/ RAW WATER	15 ⁷⁵
ALKALINITY/ SOURCE ENTRY POINT	15 ⁷⁵
CHLORITE	32 ⁻
SODIUM CHLORITE	32 ⁻
FLUORIDE (RAW WATER)	15 ⁷⁵
FLUORIDE (RAW WATER)	15 ⁷⁵
HARDNESS AS CaCO3 RAW WATER	15 ⁷⁵
HARDNESS AS CaCO3 S/EP	15 ⁷⁵
NITRITE S/EP	15 ⁷⁵
NITRITE RAW	15 ⁷⁵
ACRYLAMIDE	+bd
PH	12 ⁻
METALS	18 ⁹⁰ each
NITRATE	15 ⁷⁵

Stormwater Tests

Nitrate Cost Per Test \$ 15⁷⁵

E-Coli Cost Per Test \$ 27

The City takes a sample for Nitrates and E-Coli spring as a control. The City takes E-coli and Nitrate samples every time during rain events of 1/3 inch or more. Nitrate samples are taken the day of the event, and at 24, 48, and 120 hours after the rain event.

Other Items

The City will require all test reports when finished.

Will you be willing to perform additional tests that the DNR may require the City to complete? Please circle Yes or No.

Will you be able to perform lab tests on the weekend on an emergency basis?
Please circle Yes or No.

Storm Lake Water Treatment Plant Testing and Lab Requirements

1. Drop off of each calendar month worth of sample bottles before the first of each month. Each cooler should contain a week's worth of sample bottles and each cooler will have a chart inside detailing which samples will be collected.
2. Each bottle should be individually labeled and noting what parameter is to be analyzed.
3. Pick up samples on required days by 3pm.
4. Selected Lab will be on call on weekends and holidays as required.
5. Electronic billing at least monthly.
6. Lab has the responsibility to ensure that the plant receives the proper bottles for every test before it is due per our operating permit.
7. Lab will also contact the Iowa Hygienic Lab or another lab for all tests that cannot be performed in house. The Lab will also deliver those bottles to the plant for collection and ship the collected samples to the outside lab. Lab will then forward any results to SLWTP.

Analysis Required:

Bacteria	Hardness
Ammonia	Alkalinity
Nitrite	IOC's
Nitrate	Iron
Chlorite	Manganese
TTHM's & HAA5's	Combined Radium
Fluoride	Gross Alpha
Turbidity	Lead
Sodium	Copper
VOC's/SOC's	Total Dissolved Solids

City of Storm Lake
Request for Cost Proposals and Qualifications for Lab Testing Services

The City of Storm Lake is soliciting Cost Proposals and qualifications for lab testing services for Water, Wastewater, and Stormwater departments for the Fiscal Year 2019-2020 budget cycle which is July 1, 2019 through June 30, 2020. The City of Storm Lake will accept separate sealed Cost Proposals and qualifications for these services until **4:00PM CST on June 11, 2019**. Cost Proposals should be sent to the following address:

City of Storm Lake
Request for Cost Proposals and Qualifications for Lab Testing Services
ATTN: City Clerk
P.O. Box 1086
Storm Lake, IA 50588

The objective of this Request for Qualifications is to contract with a certified laboratory that will assure compliance with the testing requirements set forth in the City of Storm Lake's permits and to perform the required services diligently and professionally thus eliminating any penalty levied to the City for non-compliance with the testing provisions. All Qualifications must be received by the City Clerk by 4:00 PM CST on June 11, 2019, to be considered for award of the proposal.

All Cost Proposals must be returned on the supplied Lab Testing Services Cost Proposal Form in a separate envelope and must be received by the City Clerk by 4:00PM CST on June 11, 2019, to be considered for award of the proposal.

Lab tests listed below are considered minimum specifications unless otherwise specified. All tests shall comply by State, Federal, and Local standards currently or as revised in the future.

The City of Storm Lake reserves the right to reject any and all Proposals. Proposals will be selected based on the following criteria, ability to meet minimum specifications, past history of service to the City of Storm Lake, quality control procedures, and ability to meet the needs of the City.

Storm Lake Wastewater Treatment Plant Testing and Lab Qualifications

The Bidder shall provide the following in a separate sealed envelope:

- Statement of firm's qualifications including a description of your firm
- Location of office that will be conducting service
- List any Notice of Violations and or/ Consent Orders received by the Iowa DNR since 2015
- Principal individual who will be handling the account and resume
- Summarize the key strengths and qualifications of your firm to perform this project, including examples of similar clients
- References from three (3) similar engagements. Please include the contact name, title, company/municipal entity name, address, phone number and e-mail address for each reference
- List of any test that will be subcontracted and the name of the subcontracted lab
- List of any exceptions taken to this RFP

Cost Proposal Form- Please place in separate sealed envelope

Storm Lake Wastewater Treatment Plant Testing and Lab Requirements

It will be the responsibility of the lab to provide coolers, sample bottles, and preservatives in the appropriate sample bottles.

Effluent	No. of Tests/Week	Mon	Tue	Wed	Thu	Cost Per Test
NH3	3		X	X	X	\$
TSS	3	X	X	X		\$
cBOD	3		X	X	X	\$
Chlor./Sulfate	1				X	\$
Ortho-P	1			X		\$
Total N/P	1			X		\$

Influent	No. of Tests/Week	Mon	Tue	Wed	Thu	Cost Per Test
TSS	3	X	X	X		\$
cBOD	3		X	X	X	\$
Total N/P	1			X		\$

Tyson Poultry	No. of Tests/Week	Mon	Tue	Wed	Thu	Cost Per Test
TSS	2		X	X		\$
TKN	2		X	X		\$
BOD	2		X	X		\$
NH3	2		X	X		\$

Other	Yearly	Cost Per Test
Biosolids	1	\$
Whole Effluent Toxicity	1	\$

Storm Lake Water Treatment Plant Testing and Lab Requirements

1. Drop off of each calendar month worth of sample bottles before the first of each month. Each cooler should contain a week's worth of sample bottles and each cooler will have a chart inside detailing which samples will be collected.
2. Each bottle should be individually labeled and noting what parameter is to be analyzed.
3. Pick up samples on required days by 3pm.
4. Selected Lab will be on call on weekends and holidays as required.
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6. Lab has the responsibility to ensure that the plant receives the proper bottles for every test before it is due per our operating permit.
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Analysis Required:

Bacteria	Hardness
Ammonia	Alkalinity
Nitrite	IOC's
Nitrate	Iron
Chlorite	Manganese
TTHM's & HAA5's	Combined Radium
Fluoride	Gross Alpha
Turbidity	Lead
Sodium	Copper
VOC's/SOC's	Total Dissolved Solids

WATER PLANT TESTS	Cost Per Test
COLIFORM BACTERIA	
LEAD AND COPPER	
NITRITE (AS N)	
COMBINED RADIUM	
GROSS ALPHA	
(IOC) INORGANIC CHEMICALS	
NITRATE	
(SOC) SYNTHETIC CHEMICALS	
(VOC) VOLITILE CHEMICALS	
NITROGEN-AMMONIA (AS N)	
SODIUM	
(TTHM)TOTAL TRIHALOMETHANES	
(HAA5)HALOACETIC ACIDS	
ALKALINITY/ RAW WATER	
ALKALINITY/ SOURCE ENTRY POINT	
CHLORITE	
SODIUM CHLORITE	
FLUORIDE (RAW WATER)	
FLUORIDE (RAW WATER)	
HARDNESS AS CaCO ₃ RAW WATER	

HARDNESS AS CaCO3 S/EP	
NITRITE S/EP	
NITRITE RAW	
ACRYLAMIDE	
PH	
METALS	
NITRATE	

Stormwater Tests

Nitrate Cost Per Test \$ _____

E-Coli Cost Per Test \$ _____

The City takes a sample for Nitrates and E-Coli spring as a control. The City takes E-coli and Nitrate samples every time during rain events of 1/3 inch or more. Nitrate samples are taken the day of the event, and at 24, 48, and 120 hours after the rain event.

Other Items

The City will require all test reports when finished.

Will you be willing to perform additional tests that the DNR may require the City to complete? Please circle Yes or No.

Will you be able to perform lab tests on the weekend on an emergency basis?
Please circle Yes or No.

Firm Profile

Mangold Environmental Testing is a privately owned, Iowa-certified laboratory that offers professional analytical services for cities and municipalities; private industry and consulting firms, state and federal government entities; and private individuals. The laboratory was founded in 1983.

Analytical staff includes a laboratory director (B.S. chemistry), two full time laboratory technicians, one part time laboratory technician/sample receiving clerk and part time QC officer (B.A. English).

A copy of our most recent certification is attached.

Firm Physical Address

2004 Expansion Blvd.
Storm Lake, IA 50588

Enforcement Actions

Recent notice of violations and/or consent orders are attached.

Principal Account Contact

Brent Mangold
2004 Expansion Blvd.
Storm Lake IA 50588
O: 712.732.7786
F: 712.732.3925
M: 712.299.7786

Principal Account Contact - Statement of Qualifications (resume)

Brent Mangold - B.S. in chemistry, Buena Vista College, 1975

Brent Mangold is the owner and laboratory director for Mangold Environmental Testing, Inc., and has held the position since 1982. Prior to that, he worked as a laboratory tech for Otto and Culver and Associated Engineering.

Mangold has held a grade 2 water treatment license, grade 3 water distribution license and a grade 3 wastewater treatment license and has performed duties as operator by affidavit for several small communities and non-community NPDES permittees.

He is or has been a member of WEF, AWWA, IAWEA (previously IWPCA), IRWA, IAMU and IAWWA, serving on both state and local committees. He is a frequent presenter at educational conferences.

Summary of Qualifications

Mangold Environmental Testing is a locally owned, certified laboratory performing analysis for regulatory compliance for drinking water and wastewater; permitting and waste characterization; as well as stormwater and groundwater monitoring.

Client proximity to the lab allows for quicker turnaround between sample submission and final reporting. Additionally, with local staff, the laboratory and staff are available and can be on-call for the City as necessary.

References

All clients' information and data are confidential and are not shared with any outside entity unless required by the IAC or the Iowa Department of Natural Resources. We are unable to provide 3 references due to our policy of client confidentiality.

Subcontracted Analyses

Ortho-phosphate	Keystone
Total P	Keystone
Biosolids (As, Ba, Be, Se, Tl, P, Hg, Mo, TVS only)	Keystone
WET	SHL
Chlorite	Keystone
THMs/HAA5	SHL
VOCs/SOCs	SHL
IOC (Sb, Ba, Se, Tl, Hg only)	SHL
Combined Radium	SHL
Gross alpha	SHL



October 5, 2018

Brent Mangold
Mangold Environmental Testing
2004 Expansion Boulevard
Storm Lake, IA 50588

RE: Notice of Violation – Lab # 002

Sample Type Change after Submittal to the Laboratory

Dear Mr. Mangold:

Subparagraph 567 IAC 83.6(6)"a"(1) item 4 does not allow the sample type to be changed after submittal to the laboratory without written approval by the department. The sample type for Western Hills, PWS# 5500820, sample #589637, was changed from Routine to Special at your laboratory after receipt of the sample. The stated reason in precompliance correspondence was due to nonpayment by the client.

This is a violation of the subparagraph referenced above. This is considered a serious violation, and future violations of this nature will result in referral for administrative enforcement action. Please contact me at 515.725.0343 or Kathy.lee@dnr.iowa.gov if you have any questions. Thank you for your prompt attention and cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathleen A. Lee". The signature is fluid and cursive, with the first name "Kathleen" being more prominent than the last name "Lee".

Kathleen A. Lee
Laboratory Certification Authority
Water Supply Operations Section

C: FO3

**IOWA DEPARTMENT OF NATURAL RESOURCES
ADMINISTRATIVE CONSENT ORDER**

IN THE MATTER OF:

Mangold Environmental Testing, Inc.

**AMENDED ADMINISTRATIVE
CONSENT ORDER
NO. 2018-WS-07-A1**

TO: Mangold Environmental Testing, Inc.
Attn: Brent Mangold, Registered Agent
2004 Expansion Blvd.
Storm Lake, IA 50588

I. SUMMARY

This amended administrative consent order (Amended Consent Order) is entered into between Mangold Environmental Testing, Inc. (MET) and the Iowa Department of Natural Resources (DNR). MET and DNR entered into Administrative Consent Order No. 2018-WS-07 (Original Consent Order) on December 18, 2018. The Original Consent Order temporarily suspended MET's laboratory certification to analyze Safe Drinking Water Act compliance samples for nitrate using EPA method 300.0.

The purpose of this amendment is to expand the scope of the temporary suspension to include Safe Drinking Water Act and Clean Water Act compliance samples for nitrate, nitrite, fluoride, chloride, and sulfate using EPA Method 300.0. This Amended Consent Order replaces the Original Consent Order. Any questions regarding this Amended Consent Order should be directed to:

Relating to technical requirements:

Kathy Lee
Water Quality Bureau
Iowa Department of Natural Resources
502 E. 9th Street
Des Moines, IA 50319-0034
Ph. 515-725-0343

Relating to legal requirements:

John Crotty
Legal Services Bureau
Iowa Department of Natural Resources
502 E. 9th Street
Des Moines, IA 50319-0034
Ph. 515-725-8249

II. JURISDICTION

This Amended Consent Order is issued pursuant to Iowa Code 455B.114(2), which authorizes the DNR Director to suspend or revoke the certificate of competency of

**IOWA DEPARTMENT OF NATURAL RESOURCES
ADMINISTRATIVE ORDER
Mangold Environmental Testing, Inc.**

compliance with the terms of this Amended Consent Order. MET may appeal the result of DNR's reinstatement decision.

VII. PENALTY

DNR is issuing this Amended Consent Order solely in the interest of protecting the public health, safety, and welfare. Therefore, DNR is not assessing a penalty at this time. DNR reserves the right to issue a separate administrative order to address any violations of DNR rules that may have occurred during the incidents described in Section III. MET shall have the right to appeal any subsequent order.

VIII. APPEAL RIGHTS

567 IAC 83.7(4) "c" provides that a certified laboratory may appeal DNR's decision to suspend its certification. This Amended Consent Order is entered into knowingly by and with the consent of MET. By signing this Amended Consent Order, all rights to appeal this Amended Consent Order are waived.

IX. NONCOMPLIANCE

Failure to comply with the requirements of this Amended Consent Order may result in the imposition of administrative penalties pursuant to an administrative order or referral to the Attorney General to obtain injunctive relief and civil penalties pursuant to Iowa Code 455B.112.

Dated this _____ day of _____
BRUCE TRAUTMAN, ACTING DIRECTOR
IOWA DEPARTMENT OF NATURAL RESOURCES _____, 2019


Dated this 5th day of _____
BRENT MANGOLD
MANGOLD ENVIRONMENTAL TESTING, INC. March, 2019

**IOWA DEPARTMENT OF NATURAL RESOURCES
ADMINISTRATIVE ORDER
Mangold Environmental Testing, Inc.**

John Crotty; Kathy Lee; EPA; IX.A



IOWA DEPARTMENT OF NATURAL RESOURCES

GOVERNOR KIM REYNOLDS
LT. GOVERNOR ADAM GREGG

ACTING DIRECTOR BRUCE TRAUTMAN

OCT 01 2018

12/01/2017

Mangold Environmental Testing, Inc.
ATTN: Brent Mangold, General Manager
2004 Expansion Boulevard
Storm Lake, IA 50588

IA Lab # 002
Expires: 12/01/2019

Dear Mr. Mangold:

The Iowa Department of Natural Resources (IDNR) hereby grants certification in accordance with 567 Iowa Administrative Code Chapter 83 for Mangold Environmental Testing, Inc. in Storm Lake, IA, to analyze environmental samples for the following programs: Safe Drinking Water Act (SDWA) / Clean Water Act (CWA (WW)). Specific analytes and methods certified are contained on the attachments to this letter. **This letter of certification supersedes any prior certification issued by the IDNR.** Changes from your prior certification, if any, are listed in the CHANGES FROM PRIOR CERTIFICATE section of this document.

This letter and all attachments should be reviewed upon receipt to verify that the information is accurate. If problems are noted, IDNR should be contacted in writing within 15 calendar days to request any corrections. A copy of this certification letter and attachments should be provided to all laboratory personnel and must be available for inspection at the laboratory location. It is suggested that you retain copies of prior certifications for record purposes. An embossed Certificate is issued only once in each certification period. If provided, it is intended for display purposes and does not in itself convey certification for analytes, methods, or personnel other than those approved by this or subsequent letters of certification.

This certification is based upon the recommendations of the State Hygienic Laboratory (SHL), and satisfactory performance on performance test (PT) samples for the listed parameters. It is your responsibility to comply with relevant provisions of 567 IAC Chapter 83 throughout the certification period and to notify the IDNR in writing within 30 calendar days of any changes in current certification status such as: change in essential personnel, performance on PT samples, changes in physical facility or changes in the resident state certification (where applicable).

Your assigned IA Lab ID # must be used when reporting results and should be used when corresponding with the IDNR or SHL. If you have any questions, please feel free to contact me at 515/725-0343 or *Kathy.Lee@dnr.iowa.gov*.

Sincerely,

Kathleen A. Lee
Laboratory Certification Authority

c: FILE: IA Lab # 002
Lee Friell, SHL -LOCAL-
FO #3

ATTACHMENTS

Changes from prior certificate
Approved parameter list
Personnel and reporting requirements
Recommendation from SHL
SHL evaluation report
Onsite evaluation form(s) (where applicable)
Certificate (where applicable)

Storm Lake Proposal

Analyte	City Department	Method	MDL (mg/L)	Cert. Lab ID	Cost/Ea
NH3-N	WWTP	4500-NH3 B,C	0.2	002	\$17.00
TSS	WWTP	USGS I-3765-85	3	002	\$10.20
cBOD5 (seeded)	WWTP	5210B	3	002	\$25.50
BOD5 (seeded)	WWTP	5210B	3	002	\$25.50
Chloride/Sulfate	WWTP	300.0	1/5	002	\$12.75 ea
Ortho Phos	WWTP	300.0	0.1	002/095	\$12.75
Total Phosphorous	WWTP	EPA 365.4	0.4	095	\$25.50
Total Nitrogen (TKN + NO3 + NO3)	WWTP	4500-Norg B, 300.0	0.2,0.1,0.05	002	\$49.30
Total Kjeldahl Nitrogen	WWTP	4500-Norg B	0.2	002	\$23.80
Biosolids	WWTP	Multiple Methods	Varies	002/095	\$276.25
Effluent Toxicity	WWTP	welt-ia-acute/epa 821-r-02-012	Pass/Fail	397	\$460.00
Coliform Bacteria	WTP	9223B-PA	Presence/Absence	002	\$11.05
Lead and Copper	WTP	3113B, 3111B	0.002/0.05	002	\$27.20
Nitrite (as N)	WTP	300.0	0.1	002	\$12.75
Combined Radium	WTP	903.0,904.0	1	027	Yr 2020
Gross Alpha	WTP	EERF 00-02	3	027	Yr 2020
IOC Inorganic Chemical	WTP	Multiple Methods	Varies	002/027	Yr 2022
Nitrate	WTP	300.0	0.5	002	\$12.75
(SOC) Synthetic Chemicals	WTP	Multiple Methods	Varies	002/027	Yr 2024
(VOC) Volatile Chemicals	WTP	Multiple Methods	Varies	002/027	Yr 2024
Nitrogen-Ammonia (as N)	WTP	LAC10-107-06-1J	0.05	397	\$17.00
Sodium	WTP	3111B	1	002	\$12.75
(TTHM) Total Trihalomethanes	WTP	EPA 524.2	0.020	027	\$153.00
(HAA5) Haloacetic Acids	WTP	EPA 552.2	0.006	027	Combined with TTHM
Alkalinity/Raw Water	WTP	2320B	5	002	\$17.00
Alkalinity/Source Entry Point	WTP	2320B	5	002	\$17.00
Chlorite	WTP	300.0	1	397	\$20.40
Sodium Chlorite	WTP	N/A	N/A	N/A	N/A
Fluoride (Raw Water)	WTP	300.0	0.1	002	\$12.75
Fluoride (Raw Water)	WTP	300.0	0.1	002	\$12.75
Hardness as CaCO ₃ Raw Water	WTP	2340C	1	002	\$12.75
Hardness as CaCO ₃ S/EP	WTP	2340C	1	002	\$12.75
Nitrite S/EP	WTP	300.0	0.1	002	\$12.75
Nitrite Raw	WTP	300.0	0.5	002	\$12.75
Acrylamide * (Not Certified Analysis)	WTP	8315	5 ug/L	095	\$85.00
pH	WTP	150.1	N/A	002	\$5.95
Metals (Iron, Manganese, etc)	WTP	3111B	Varies	002/027	12.75 ea
Nitrate	WTP	300.0	0.5	002	\$12.75
E-coli (Quantitray)	Rain Event	9223B-QT	1	002	\$16.00
Nitrate	Rain Event	300.0	0.5	002	\$12.75

Listed below are places that Mangold Environmental Testing, Inc. and staff frequent in the city of Storm Lake.

1	Employ Individuals	39	Swimming
2	Office Supplies	40	Water Park
3	Computer IT	41	Donations
4	Employee Health Insurance	42	Concrete
5	Accounting	43	Carpenters
6	Utilities	44	Construction
7	Restaurants	45	Sand and Gravel
8	Cell Phones	46	Clothing and Shoes
9	Utilities	47	Shoe Repair
10	Lodging	48	Movie Rental
11	Gasoline	49	Movies
12	Prescriptions	50	Entertainment
13	Doctors	51	Jewelery
14	Dentists	52	Coffee Shops
15	Eye Doctors	53	Furniture
16	Physical Therapy	54	Banks/Financial Institutions
17	Taxes -Property	55	Investments
18	Taxes - Local Option Sales Tax	56	Laundry/Dry cleaning
19	Taxes - Rental Property	57	Snow Removal
20	Groceries	58	Landscaping
21	Tires	59	Lawn Care
22	Auto Repair and Maintenance	60	Welding and Machine
23	Auto Insurance	61	Tree Service
24	Auto Purchases	62	Personal Care
25	Appliances	63	Gifts and Cards
26	Building Materials	64	Little League
27	Business Insurance	65	Sports Equipment
28	Personal Insurance	66	House Cleaning
29	Property Insurance	67	Office Cleaning
30	Health Insurance	68	Pet Grooming
31	Schools	69	Veterinarian
32	Businesses in County	70	Painters
33	Hardware	71	Paint and Supplies
34	Nursery Greenhouse	72	Specialty Foods/Nutrients
35	Plumbing	73	Essential Oils
36	Electrical	74	Legal Services
37	Diesel Fuel	75	Equipment (John Deere, Case IH)
38	Gasoline	76	

More sold

Cost Proposal Form- Please place in separate sealed envelope

Storm Lake Wastewater Treatment Plant Testing and Lab Requirements

It will be the responsibility of the lab to provide coolers, sample bottles, and preservatives in the appropriate sample bottles.

Effluent	No. of Tests/Week	Mon	Tue	Wed	Thu	Cost Per Test
NH3	3		X	X	X	\$ 17.00
TSS	3	X	X	X		\$ 10.20
cBOD	3		X	X	X	\$ 25.50
Chlor./Sulfate	1				X	\$ 12.75
Ortho-P	1			X		\$ 12.75
Total N/P	1			X		\$ 74.80

Influent	No. of Tests/Week	Mon	Tue	Wed	Thu	Cost Per Test
TSS	3	X	X	X		\$ 10.20
cBOD	3		X	X	X	\$ 25.50
Total N/P	1			X		\$ 74.80

Tyson Poultry	No. of Tests/Week	Mon	Tue	Wed	Thu	Cost Per Test
TSS	2		X	X		\$ 10.20
TKN	2		X	X		\$ 23.80
BOD	2		X	X		\$ 25.50
NH3	2		X	X		\$ 17.00

Other	Yearly	Cost Per Test
Biosolids	1	\$ 276.25
Whole Effluent Toxicity	1	\$ 480.00

Storm Lake Water Treatment Plant Testing and Lab Requirements

1. Drop off of each calendar month worth of sample bottles before the first of each month. Each cooler should contain a week's worth of sample bottles and each cooler will have a chart inside detailing which samples will be collected.
2. Each bottle should be individually labeled and noting what parameter is to be analyzed.
3. Pick up samples on required days by 3pm.
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Analysis Required:

Bacteria	Hardness
Ammonia	Alkalinity
Nitrite	IOC's
Nitrate	Iron
Chlorite	Manganese
TTHM's & HAA5's	Combined Radium
Fluoride	Gross Alpha
Turbidity	Lead
Sodium	Copper
VOC's/SOC's	Total Dissolved Solids

WATER PLANT TESTS	Cost Per Test
COLIFORM BACTERIA	\$11.05
LEAD AND COPPER	\$27.20
NITRITE (AS N)	\$12.75
COMBINED RADIUM	Not needed in 2019-2020
GROSS ALPHA	Not needed in 2019-2020
(IOC) INORGANIC CHEMICALS	Not needed in 2019-2020
NITRATE	\$12.75
(SOC) SYNTHETIC CHEMICALS	Not needed in 2019-2020
(VOC) VOLITILE CHEMICALS	Not needed in 2019-2020
NITROGEN-AMMONIA (AS N)	\$17.00
SODIUM	\$12.75
(TTHM)TOTAL TRIHALOMETHANES	\$153.00
(HAA5)HALOACETIC ACIDS	\$ Included above
ALKALINITY/ RAW WATER	\$12.75
ALKALINITY/ SOURCE ENTRY POINT	\$12.75
CHLORITE	\$20.40
SODIUM CHLORITE	
FLUORIDE (RAW WATER)	\$12.75
FLUORIDE (RAW WATER)	\$12.75
HARDNESS AS CaCO3 RAW WATER	\$12.75
HARDNESS AS CaCO3 S/EP	\$12.75
NITRITE S/EP	\$12.75
NITRITE RAW	\$12.75
ACRYLAMIDE	\$85.00
PH	\$5.95
METALS	\$12.75 - \$17.00
NITRATE	\$12.75

Stormwater Tests

Nitrate Cost Per Test \$ 12.75

E-Coli Cost Per Test \$ 26.00

The City takes a sample for Nitrates and E-Coli spring as a control. The City takes E-coli and Nitrate samples every time during rain events of 1/3 inch or more. Nitrate samples are taken the day of the event, and at 24, 48, and 120 hours after the rain event.

Other Items

The City will require all test reports when finished.

Will you be willing to perform additional tests that the DNR may require the City to complete? Please circle Yes or No.

Will you be able to perform lab tests on the weekend on an emergency basis?
Please circle Yes or No.

Staff Summary

6/17/2019

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: David Derragon, Assistant City Manager

SUBJECT: **Motion To Set A Public Hearing To Approve Plans, Specifications, Form Of Contract, And Engineer's Opinion Of Probable Costs For Michigan Street Parking Lot Project**

BACKGROUND: This project will reconstruct the parking lot on the southeast corner of 6th & Michigan Streets within the City of Storm Lake, IA. The scope of the work includes the following approximate quantities: 2600 SY of 7" PCC paving, 200 LF of curb & gutter, 650 LF of storm sewer and subdrain, pavement markings, and other miscellaneous items of work.

FISCAL IMPACT: The Engineer's Opinion of Probable Construction Cost for the project is \$328,272.

RECOMMENDATION: Staff recommends that Council set a public hearing for 5:00 pm at the July 15, 2019 regular City Council meeting.

ATTACHMENTS:

Description	Type
Public Hearing Notice	Backup Material

NOTICE OF PUBLIC HEARING

Michigan Street Parking Lot B Reconstruction City of Storm Lake

Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement.

A public hearing will be held by the City of Storm Lake on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 5:00 P.M. on July 15, 2019, at 620 Erie Street, in Storm Lake, Iowa.

Project Description: Reconstruction of parking lot on the southeast corner of 6th and Michigan Street within the City of Storm Lake, IA. The scope of the work includes the following approximate quantities: 2600 SY of 7" PCC paving, 200 LF of curb & gutter, 650 LF of storm sewer and subdrain, pavement markings, and other miscellaneous items of work.

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

Mayra Martinez
City Clerk

Staff Summary

6/17/2019

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: **Work Session Downtown Parking Meeting Update**

BACKGROUND: At a previous City Council Meeting, it was requested by City Council to have work session regarding "No Parking" during certain hours on on Lake Avenue from Milwaukee to Railroad Street.

In order to provide information to City Council, City Staff organized two public meetings with the downtown businesses, property owners and residents.

The topics discussed:
Downtown Lake Avenue "No Parking" Hours
Parking Lots
Railroad Street- Diagonal Parking
Adopt-A-Planter

City Staff will provide an overview of the meetings.

FISCAL IMPACT: N/A

RECOMMENDATION: N/A

Staff Summary

6/17/2019

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: Keri Navratil, City Manager

SUBJECT: **Closed Session Reference Iowa Code Chapter 21.5 (c)
Matters of Litigation**

BACKGROUND: Iowa Code allows for cities to have a closed session of the City Council for matters regarding litigation where matters that are either currently in litigation or where litigation is imminent and the disclosure of the issues would enable prejudice or disadvantage the position of the governmental body in that litigation. (Iowa Code Chapter 21.5 (c))

City Council, by roll call vote should vote to go into Closed Session, and then by roll call vote vote to come back into Open Session once they have conducted the discussion allowed by the Iowa Code.

Topics other than those that are specifically allowed to be in closed session are not allowed to be discussed. The City Council may **NOT** make any motions or take any action during the closed session, as all action must be done in open session.

FISCAL IMPACT: No Fiscal Impact is Anticipated

RECOMMENDATION: Motion to go into Closed Session Reference Iowa Code Chapter 21.5 (c) - Roll Call Vote

Motion to return to Open Session - Roll Call Vote