

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
APRIL 15, 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. **Resolution No. 56-R-2018-2019 Approving Consent Agenda**
 - B. **Resolution No. 56-R-2018-2019 Buy Local Information**
 - C. **Resolution No. 56-R-2018-2019 SLPD Code Enforcement Summary**
 - D. **Resolution No. 56-R-2018-2019 Authorizing a Right of Way Closure and Street Vending for the Buena Vista University Community Block Party**
 - E. **Resolution No. 56-R-2018-2019 Authorizing Requests for the 2019 Fiesta Latina**
- 3. **Public Hearing Proposed Community Development Block Grant (CDBG) Application - 2019 CDBG Housing Grant**
- 4. **Resolution No. 57-R-2018-2019 Approving the Submittal of the 2019 Housing Community Development Block Grant (CDBG) Housing Application**
- 5. **Resolution No. 58-R-2018-2019 Authorizing the Expenditure of Local Funds for the Iowa Economic Development Authority Housing Fund - 2019 CDBG Housing Grant**
- 6. **Motion to Approve the Administrative Plan for the 2019 Community Development Block Grant (CDBG) Housing Grant**
- 7. **Resolution No. 59-R-2018-2019 Approving Single Family Attached and Single Family Detached Dwelling New Construction Incentive**
- 8. **Motion to Approve A Lime Hauling Contract With PH Plus LLC, LeMars, Iowa.**
- 9. **Motion Setting Public Hearing On Fiscal Year 2018-2019 Budget Amendment**
- 10. **Resolution No. 60-R-2018-2019 Approving 2019 City Council Goals and Goal Setting Report**
- 11. **Approving The Tentative Agreement Between The City Of Storm Lake And General Drivers And Helpers Union, Local No. 554**
- 12. **Public Hearing To Approve Plans, Specifications, Form Of Contract, And Engineer's Opinion of Probable Costs For Michigan Street Parking Lot Project**
- 13. **Motion To Reject Bid For Michigan Street Parking Lot Project**

14. **City Council Requested Items**
15. **Closed Session Reference Iowa Code Chapter 21.5 (c) Matters of Litigation**
16. Adjourn

Meeting Protocol

If you wish to speak today, please:

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

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

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



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Staff Summary

4/15/2019

Agenda Item # B.



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

FROM:

SUBJECT: Consideration of Changes in Agenda and Setting the Agenda

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

4/15/2019

Agenda Item # C.



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

FROM:

SUBJECT: Disclosure by City Council Members

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

4/15/2019

Agenda Item # A.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
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REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Resolution No. 56-R-2018-2019 Approving Consent Agenda**

BACKGROUND: Resolution No. 56-R-2018-2019 Consent Agenda Includes:

- List of bills for approval
- King's Pointe and Sunrise Pointe disbursements for approval
- Approve the March 27, 2019 Special City Council Minutes, April 1, 2019 Regular City Council Minutes, and April 11, 2019 Special City Council Minutes
- Renew Liquor License for Loyal Order of Moose and Wal-Mart Supercenter #1526
- Approve the Code Enforcement Summary (see attached staff summary)
- Authorizing a Right of Way Closure and Street Vending for the Buena Vista University Community Block Party
- Authorizing Requests for the 2019 Fiesta Latina

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$399,576.05
- King's Pointe & Sunrise Pointe Golf Course Bills - \$192,796.33

The City will receive the following revenues:

- Liquor license - \$560.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ List of Bills cont.	List of Bills
☐ King's Pointe and Golf Course - List of Bills	List of Bills
☐ Minutes - March 27, 2019	Minutes
☐ Minutes - April 1, 2019	Minutes

- ▢ Minutes - April 11, 2019
- ▢ Wal-Mart Supercenter #1526 Application
- ▢ Loyal Order of Moose Application
- ▢ Loyal Order of Moose Report
- ▢ Resolution No. 56-R-2018-2019

Minutes
Application
Application
Backup Material
Resolution



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 04/04/2019 - 04/17/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Alta Implement Company, Inc	BVC	Mower Repair Supplies	1,888.88
Mike's Electronics Inc	BVC	Alarm System Updates on all LS	4,199.02
Buena Vista County Recorder	BVC	FY2019 Registration Renewal- Jon Boat	155.90
Mike's Electronics Inc	BVC	Tower 2 Heat Service Call	105.00
Control Systems Specialists, LLC	BVC	Boiler Service Call	98.50
Mike's Electronics Inc	BVC	Casino LS Service Call	80.00
Buena Vista County Solid Waste	BVC	Recycling	134.68
Alta Implement Company, Inc	BVC	Wire	49.23
		BVC Total:	6,711.21
Contract/Agreement			
Bolton & Menk, Inc	Contract/Agreement	Design/Bidding Services through 3/26/2019	33,742.50
Storm Lake Community School District	Contract/Agreement	3rd Quarter FY2019 per 28E Agreement	21,878.72
Bolton & Menk, Inc	Contract/Agreement	Final Design Services through 3/26/2019	18,252.00
I & S Group, Inc	Contract/Agreement	Final Design Services through 3/31/2019	1,476.00
Bolton & Menk, Inc	Contract/Agreement	Construction Services through 9/28/2019	244.00
		Contract/Agreement Total:	75,593.22
Local			
Star Energy, LLC	Local	Fuel	10,469.13
Alliant Energy	Local	Gas Services	8,188.16
Storm Lake Industrial Corporation	Local	FY2019 5th Installment	7,000.00
Rebnord Technologies, Inc	Local	IT Service Agreement	7,223.13
Long Lines	Local	Phone Service	2,125.30
Genesis Development	Local	Janitorial Services	2,000.00
L & G Products, Inc	Local	Mulch	1,848.00
Philip E Havens	Local	Legal Services	1,522.92
Reding's Gravel & Excavating Co., Inc	Local	Rock	2,839.29
Vanish LLC	Local	March 2019 Towing Services	1,175.00
Garbage Hauling Service Inc	Local	Garbage Service	754.25
Wiese Plumbing & Heating, Inc	Local	Restroom Repairs	712.52
Mangold Environmental Testing, Inc	Local	Testing Services	612.00
Vetter Equipment	Local	Exchanger	600.60
Storm Lake Ace Hardware	Local	Supplies	521.43
Vetter Equipment	Local	Backpack Blower	521.10
Stanton Electric, Inc	Local	GFCI Outlet Installation	468.83
Fastenal Company	Local	Calibration Services	444.92
Reding's Gravel & Excavating Co., Inc	Local	Memorial Park Road Supplies	330.61
Jeff DeWall	Local	Discount Coupons	304.00
Stanton Electric, Inc	Local	Ballast Repairs	279.53
The Storm Lake Times	Local	Publications	258.60
A & A Automotive	Local	Mower Wheels	256.65
Graham Tire	Local	Service Call- Tire Repairs	240.90
Mangold Environmental Testing, Inc	Local	Testing Services	431.80
Rebnord Technologies, Inc	Local	iPad Cases	199.90
Mangold Environmental Testing, Inc	Local	Testing Services	187.00
Ferguson Enterprises, Inc	Local	Water Line	172.56
Mangold Environmental Testing, Inc	Local	Testing Services	163.20
Kelly Johnson	Local	March 2019 Punches	144.00
Rohr Manufacturing Services, Ltd	Local	Recharge Fire Extinguisher	143.68
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	268.94
Iowa Office Supply Inc	Local	Paper	129.17
Storm Lake Hydraulics Co, Inc	Local	Supplies	127.97
Mangold Environmental Testing, Inc	Local	Testing Services	123.25
Qwest Corporation	Local	Phone Service	113.89

My Buy Local_v1

Payment Date Range: 04/04/2019 - 04/17/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
Rasmussen's Ford Inc	Local	Transmission Inspection	106.99
A & A Automotive	Local	KP Vehicle - Towing Services	103.50
Rasmussen's Ford Inc	Local	Sway Bar Link Repairs	100.00
Rohr Manufacturing Services, Ltd	Local	Fire Extinguisher Recharging	92.40
Michael Reinert	Local	Clarifier Arms	80.00
Color-ize Inc	Local	Business Cards	79.70
Dennis R Julius	Local	Cleaning Services	79.30
Storm Lake Hydraulics Co, Inc	Local	Reseal Mower Cyl Head	77.94
Iowa Office Supply Inc	Local	Office Supplies	66.54
Edwards Storm Lake	Local	Supplies	65.34
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	60.02
Iowa Office Supply Inc	Local	Labels	56.50
Edwards Storm Lake	Local	Wheel Seal	51.77
Dennis R Julius	Local	Laundry Services	43.55
Rohr Manufacturing Services, Ltd	Local	Recharge Fire Extinguisher	38.80
Rust Publishing NWIA, LLC	Local	Advertising- Legislative Forum	38.04
Schuelke Powersports	Local	Oil Change	35.99
Fastenal Company	Local	Supplies	35.75
O'Reilly Automotive Inc	Local	Wiper Blades	34.18
Vetter Equipment	Local	Filters	32.89
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	27.54
Graham Tire	Local	Tire Repairs	27.38
Fastenal Company	Local	Supplies	26.99
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	89.26
Vetter Equipment	Local	Fittings & Supplies	35.83
Storm Lake Hydraulics Co, Inc	Local	Supplies	13.83
Mangold Environmental Testing, Inc	Local	Testing Services	12.75
Storm Lake Hydraulics Co, Inc	Local	Supplies	12.00
Fastenal Company	Local	Supplies	10.62
Mangold Environmental Testing, Inc	Local	Shipping	7.30
O'Reilly Automotive Inc	Local	Washer Fluid	6.49
Stanton Electric, Inc	Local	Lights	2.92
Storm Lake Hydraulics Co, Inc	Local	Cap	1.99

Local Total: 54,456.33

Non-Local

Cla-Don Farm, Inc	Non-Local	Lime Hauling Services	8,087.26
Mississippi Lime Company	Non-Local	Lime	15,831.13
Hallett Materials	Non-Local	Cold Mix	4,189.50
Rehab Systems Inc	Non-Local	Casino LS Vacing	2,280.00
W. W. Grainger, Inc	Non-Local	Floor Runner- Memorial LS	1,585.10
Davis Equipment Corporation	Non-Local	Mower Parts	1,558.54
Praxair Inc	Non-Local	Carbon Dioxide	1,290.04
Ed M. Feld Equipment Company, Inc	Non-Local	Ice Suites	1,216.90
Dale Vitito	Non-Local	Uniforms- Cole	1,205.86
Rice Signs LLC	Non-Local	Signs	1,082.70
Auditor State of Iowa	Non-Local	FY2018 Filing Fee- City	850.00
Istate Truck, Inc	Non-Local	Transmission Oil	838.63
US Peroxide, LLC	Non-Local	Facility & Maintenance Agreement	750.00
Ed M. Feld Equipment Company, Inc	Non-Local	Ice Command Suits	714.69
Ahlers & Cooney, P.C.	Non-Local	Aube Residential Legal Services	604.42
Doolittle Oil Co, Inc	Non-Local	Chainsaw Oil	440.10
Utility Equipment Co	Non-Local	Clamps	434.56
W. W. Grainger, Inc	Non-Local	Grating	385.36
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	371.32
Werner Sewer & Septic, LLC	Non-Local	Drain Cleaning	300.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	281.54
Association of Concert Bands, Inc	Non-Local	FY2019 Membership	275.00
R & R Products, Inc	Non-Local	Wheel Assembly	272.70
Ahlers & Cooney, P.C.	Non-Local	Collective Bargaining Legal Services	270.00
Hotsy Equipment Company	Non-Local	Float Tank	260.00

My Buy Local_v1

Payment Date Range: 04/04/2019 - 04/17/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
BlueTarp Financial, Inc	Non-Local	Safety Supplies	249.50
State of Iowa, Commerce- Insurance Divisio	Non-Local	2018 Filing Fee	220.00
Samuel French, Inc	Non-Local	Books	217.80
Americinn Des Moines, IA	Non-Local	Hotel- Hayes	206.06
Carl Nelsen	Non-Local	Sewer Locating Services	200.00
Midwest Tape, LLC	Non-Local	DVDs	196.40
Eaton Compressor & Fabrication, Inc	Non-Local	Air Cylinder	179.00
North Iowa K-9	Non-Local	Handling Equipment	155.00
Digital Ally Inc	Non-Local	Body Camera	145.00
Siouxland Turf Products	Non-Local	Rubber Cap, Flags, & Supplies	144.50
Werner Sewer & Septic, LLC	Non-Local	Copper Pipe Replacement	139.19
Rice Signs LLC	Non-Local	Parking Signs	139.08
Dramatic Publishing Company	Non-Local	Books	132.86
Midwest Tape, LLC	Non-Local	DVDs	131.56
R & R Products, Inc	Non-Local	Mower Supplies	127.85
Brodart Co.	Non-Local	Books	248.72
Utility Supply of America, Inc	Non-Local	Manhole Hook	118.35
RJ Thomas Manufacturing Compnay, Inc	Non-Local	KP Vehicle - Laminat	116.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	110.10
Utility Equipment Co	Non-Local	Clamp	108.24
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	106.33
Houchen Bindery, Ltd	Non-Local	Supplies	102.00
Alpha Wireless Communications	Non-Local	Monitor	102.00
ABC Pest Control, Inc	Non-Local	Pest Control Services	100.00
Chicago, Central & Pacific Railroad Co	Non-Local	Water Line Easement	100.00
Auditor State of Iowa	Non-Local	FY2018 Filing Fee- LIC	100.00
UPS	Non-Local	Shipping	87.25
Davis Equipment Corporation	Non-Local	Supplies	85.12
Salus LLC	Non-Local	March 2019 Memberships	80.00
West Unified Communications Services, Inc	Non-Local	Conference Calls	77.85
Davis Equipment Corporation	Non-Local	Supplies	71.20
Evertex, Inc	Non-Local	May 2019 Internet Service	58.07
Ahlers & Cooney, P.C.	Non-Local	Labor Relations Legal Services	45.00
Rice Signs LLC	Non-Local	Signs- "End of City Maintenance"	41.50
Siouxland Turf Products	Non-Local	Cutter Blades	40.50
Brodart Co.	Non-Local	Books	37.17
Ingram Library Services, Inc	Non-Local	Books	36.08
Recorded Books, LLC	Non-Local	CDs	107.97
Brodart Co.	Non-Local	Books	31.54
Northwest Iowa League of Cities	Non-Local	3/28/2019 Meeting- Sac City	30.00
Recorded Books, LLC	Non-Local	CDs	27.00
Brodart Co.	Non-Local	Books	23.90
Ingram Library Services, Inc	Non-Local	Books	41.83
Brodart Co.	Non-Local	Books	20.45
Ingram Library Services, Inc	Non-Local	Books	20.29
Brodart Co.	Non-Local	Books	19.79
Davis Equipment Corporation	Non-Local	Supplies	19.66
Ingram Library Services, Inc	Non-Local	Books	38.42
Brodart Co.	Non-Local	Books	18.79
Ingram Library Services, Inc	Non-Local	Books	72.62
Brodart Co.	Non-Local	Books	14.98
Ingram Library Services, Inc	Non-Local	Books	53.87
Underground Location Company	Non-Local	Locate Services	11.10
Iowa Department of Agriculture	Non-Local	FY2019 Meter Licenses	9.00
Brodart Co.	Non-Local	Books	5.38
Ed M. Feld Equipment Company, Inc	Non-Local	Ice Command Suits Returned	-961.52
Non-Local Total:		49,535.70	
Payroll/Refunds			
Carol Hussey	Payroll/Refunds	112 Parkview Drive Sewer Backup	1,449.41
Denny Pyle	Payroll/Refunds	3/1/2019 Sewer Backup Incident	922.07

My Buy Local_v1**Payment Date Range: 04/04/2019 - 04/17/2019**

Vendor Name	Buy Local Info	Payable Description	Total Payments
Mike Jones	Payroll/Refunds	Fire Chief's Conference - Ames	280.54
Keri Navratil	Payroll/Refunds	Manager's Institute- Iowa City	278.40
Cory Sutton	Payroll/Refunds	IRWA Annual Conference- Des Moines	257.12
Custodian of Petty Cash	Payroll/Refunds	March 2019 Postage	192.04
Keri Navratil	Payroll/Refunds	Iowa Water Conference- Ames	148.48
Rhonda Hayes	Payroll/Refunds	Training- Des Moines	97.97
Michael Porsch	Payroll/Refunds	Iowa Lakes Corridor Board Meeting- Spencer	43.50
Stephan Hamer	Payroll/Refunds	Water Treatment Grade 1 Exam Fee #1	30.00
Ruth Freese	Payroll/Refunds	March 2019 Homebound Deliveries	13.08
Payroll/Refunds Total:		3,712.61	
Grand Total:		190,009.07	



Storm Lake, IA

Check Register

Packet: APPKT00191 - April 2019 Property Tax

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP/PY Bank Code-AP/PY Bank Code						
001155	Buena Vista County Treasurer	04/03/2019	Regular	0.00	109,360.00	73132

Bank Code AP/PY Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	109,360.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	109,360.00

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	4/2019	109,360.00
			109,360.00

Operating

King'e Pointe Resort

From 3/28/2019 to 4/10/2019

Vendor	Description	Amount
Alliant Energy	Utilities \$	901.45
Long Lines LLC	Utilities \$	2,853.27
Mediacom	Utilities \$	480.40
MidAmerican Energy	Utilities \$	10,886.69
Reel Time Rentals	Services \$	9,451.60
Weigand-Omega Management Fee	Services \$	10,220.36
Weigand-Omega Management Inc	Services \$	8,057.36
1000bulbs.com	Supplies \$	805.45
ACCO Unlimited Corporation	Supplies \$	252.00
American Hotel Register Company	Supplies \$	1,702.04
Automatic Door Group	Services \$	476.03
Bomgaars Supply Inc.	Supplies \$	7.12
Booking.com B.V.	Services \$	90.75
Buena Vista Regional Medical Center	Services \$	46.00
Builders FirstSource Inc	Supplies \$	91.55
Central States Group	Services \$	2,326.73
Cintas Corporation	Supplies \$	1,368.46
City of Storm Lake- Water Dept.	Utilities \$	10.91
Color-ize	Supplies \$	1,789.73
Continental Fire Sprinkler Company	Services \$	1,063.03
Midwestern Mechanical of Iowa, Inc.	Services \$	240.00
COUNSEL	Services \$	389.15
CTS Systems, Inc.	Supplies \$	75.20
ECOLAB	Supplies \$	1,644.39
Fire Proof Plus, Inc.	Services \$	288.00
Fox World Travel	Services \$	19.80
Garbage Hauling Service, Inc.	Utilities \$	498.84
Grainger	Supplies \$	1,714.48
GuestSupply	Supplies \$	425.15
Hermel Wholesale	Food \$	2,201.50
Hoffman Flower Shop Inc.	Supplies \$	100.00
HyVee	Food \$	1,617.70
Iowa Department of Public Health	Services \$	385.00
Julius Cleaners	Services \$	106.25
KAYL/KKIA	Advertising \$	1,069.00
LCCC, INC.	Services \$	500.00
Loews Carpet One	Services \$	12.91
M3 Accounting + Analytics	Services \$	668.83
Media USA Inc.	Services \$	450.00
Nelson's Premix and Vet Supply	Supplies \$	726.00
Office Elements	Supplies \$	461.37
Michael P. Reinert dba Olsen Welding & Machine	Services \$	45.00
Orkin, 536-Sioux City, IA	Services \$	305.31
Bottling Group, LLC dba Pepsi Beverages Company	Beverages \$	2,558.33
Pilot Tribune	Services \$	33.60
Pinnacle Communications	Services \$	125.00
Pitney Bowes Global Financial Services Inc.	Services \$	153.36

Plumbing and Heating Wholesale, Inc.	Supplies	\$	342.17
Power Solutions Inc.	Services	\$	180.00
Rebnord Technologies, Inc.	Services	\$	3,037.48
Rent-All Inc.	Services	\$	180.00
Rex Rimmer	Reimbursement	\$	290.14
Sceptre Hospitality Resources, LLC	Services	\$	2,354.79
South Central Communications Corporation	Services	\$	479.75
Star Leasing LLC	Services	\$	230.13
Steven A. Beeck dba Steve's Window Service	Services	\$	802.50
David T. Stokes	Services	\$	50.00
Storm Lake Ace Hardware	Supplies	\$	1,468.82
Storm Lake Times	Advertising	\$	10.20
Storm Lake United	Services	\$	25.00
Sysco Iowa, Inc.	Food	\$	11,128.99
Tammy Nielsen Petty Cash	Reimbursement	\$	264.65
Tradavo, Inc.	Services	\$	310.35
Travel and Transport, Inc.	Services	\$	770.22
UNTAPPD, INC.	Services	\$	599.00
UPS	Services	\$	36.17
USA Shade & Fabric Structures	Supplies	\$	1,546.00
Vista Paints	Supplies	\$	190.55
Vizergy	Services	\$	1,357.90
Western Iowa Tourism Region	Services	\$	25.00
Weigand Omega Management Payroll	Payroll	\$	65,850.84
City of Storm Lake	Utilities	\$	4,337.85
HyVee	Beverages	\$	887.89
Martin Brothers	Beverages	\$	12,977.96
Johnson Brothers	Beverages	\$	866.35
Doll Distributing	Beverages	\$	1,275.90
Fintech	Services	\$	55.00
Authnet Gateway	Services	\$	20.00
Heartland	Services	\$	11,149.63
		\$	192,796.33

**SPECIAL COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
MARCH 27, 2019 5:45 P.M.**

Present: Mayor Michael Porsch, Council Members Jose Ibarra, Tyson Rice, Bruce Engelmann and Kevin McKinney. *Absent:* Dan Smith. *Staff present:* City Manager Keri Navratil, Assistant City Manager David Derragon. *Others present:* Mark Jackson, Facilitator; Dana Larsen – Pilot Tribune, Tom Cullen – The Storm Lake Times.

Call to Order: Mayor Porsch called the meeting to order at 5:48 pm.

Work Session – Council Goal Setting

Overview of Meeting: Mark Jackson provided an overview of the agenda for the work session to define the purpose of the session, agreement on the agenda and a discussion of the ground rules.

City Manager Update: A summary of accomplishments for the past year was presented by Keri Navratil, City Manager. The update included the following topics: Community Engagement and Perception, Capital Projects, Environmental, Economic Development, Housing, Professional Development and Employee Engagement.

Additional, the update covered Issues, Concerns, Trends and Opportunities with input from Department Directors. Projects, Initiatives, Services and Programs were also identified. Lastly, from the staff perspective, Top Goals for the next 3 years were reviewed.

Council Discussion and Input:

Council Members provided input regarding their thoughts in the following areas:

- Recent Accomplishments
- Issues, Concerns, Opportunities and Trends

Council Members the provided input regarding possible Programs, Projects, and Initiatives followed by a Ranking of Priorities.

Ranking of Priorities:

- Top: Accurate Census in 2020
Housing
- High: Develop Plan for Pride in Community
Continued Focus on Infrastructure Improvement
Re-examine – Enhance the Marketing and Economic Development Efforts
Develop Plan; Possibly pursue in-house options

The meeting adjourned at 8:02 PM.

These are draft minutes Subject to Final Council Approval

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
APRIL 1, 2019 5:00 P.M.**

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

Staff present: City Manager Keri Navratil, Assistant City Manager David Derragon, City Attorney Phil Havens, Public Safety Director Mark Prosser, Assistant Police Chief Chris Cole, Fire Chief Mike Jones, Building Official Scott Olesen, Library Director Elizabeth Huff, Assistant Wastewater Superintendent Daniel Ramos, Finance Director Brian Oakleaf, and City Clerk Mayra Martinez

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

Pledge of Allegiance

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

Disclosure by City Council Members – none

Proclamations - Mayor Porsch pronounced National Library Week Proclamation, April 7, 2019 through April 13, 2019 and Storm Lake Proud Beautification Week Proclamation, April 29, 2019 through May 5, 2019

Hear the Public - none

Consent Agenda – Moved by Council Member Smith to approve the consent agenda which includes list of bills, King's Pointe and Sunrise Pointe disbursements for approval, March 18, 2019 City Council Minutes, and the Code Enforcement Summary. Seconded by Council Member McKinney. Vote: All ayes. Motion carried.

Salud Request - Moved by Council Member Ibarra to approve SALUD request for funding of \$650.00 for the Homegrown, Local Responses to Food Insecurity. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

Trepson Letter of Support Moved by Council Member Ibarra to approve signing the letter of support for The Trepson Foundation. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Public Ways - Moved by Council Member Engelmann to pass on 3rd Reading adopting Ordinance No. 07-O-2018-2019 proposed amendments to Chapter 10-6 Public Ways. Seconded by Council Member McKinney. Roll Call Vote: All ayes. Motion carried.

ORDINANCE NO. 07-O-2018-2019

ORDINANCE AMENDING CHAPTER 10-6 OF TITLE X OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TITLED "PUBLIC WAYS," TO PROVIDE FOR NEW DEFINITIONS, PROVIDE FOR LIMITED REGULATED USE OF CERTAIN PUBLIC RIGHTS-OF-WAY, PROVIDE FOR A NEW PUBLIC RIGHT-OF-WAY USE PERMIT, AND PROVIDE FOR REGULATIONS CONCERNING PUBLIC RIGHTS-OF-WAY

WHEREAS, the City Council of the City of Storm Lake, Iowa has determined that the vibrancy and economic vitality of certain commercial areas in the City would be enhanced by permitting some limited and well-regulated use of certain public rights-of-way spaces for commercial enterprises serving the general public; and

WHEREAS, the City Council wishes to retain from the existing Chapter 10-6 of the City Code some of the regulations pertaining to sidewalks, with modifications necessitated by the enactment of the new provisions permitting limited use of some sidewalks.

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

SECTION 1. Chapter 10-6 of Title X of the City Code of the City of Storm Lake, Iowa, titled, "Public Ways," is hereby amended by striking Sections 10-6-1 through 10-6-4 of such Chapter and substituting in lieu thereof the following new Sections 10-6-1 through 10-6-14:

Section 10-6-1 DEFINITIONS.

As used in this chapter, the following definitions apply:

1. "Pedestrian" means any person traveling on foot or by wheelchair.
2. "Public right-of-way" means any public street, alley, roadway, sidewalk, walkway, right-of-way or public way designed for vehicular, bicycle or pedestrian travel and dedicated to public use.
3. "Restaurant" means a business whose primary function is the service of food to customers and which meets the following criteria:
 - A. Prepares meals on the premises and provides meal service to each floor of the premises which is open to the public while the kitchen is open; and has a food service menu from which customers may order;
 - B. Has one staff person whose primary duty is the preparation of food and another staff person whose primary duty is to serve food to customers;
 - C. Has a kitchen separate from the bar equipped with all of the following: a stove, a griddle, a grill or broiler, and a food refrigeration unit;
 - D. Operates the restaurant service during at least sixty percent (60%) of the hours that the business is open to the public; and
 - E. Holds itself out to be a restaurant and advertises itself as a restaurant if it advertises.

In addition, the term, "restaurant" includes a café, cafeteria, coffee shop, delicatessen, ice cream shop, lunchroom or tearoom whether or not any such business satisfies the criteria set out above for a restaurant.

4. "Retail Sales" means the sale by a merchant of goods and merchandise permitted to be sold in the Central Business District, in the area of the sidewalk directly adjacent to a building in which the same merchant operates a business where the same or similar goods and merchandise are sold.

5. "Sidewalk" means the improved portion of public right-of-way dedicated to pedestrian use, intended primarily for pedestrian use, or both.

6. "Sidewalk café" means an outdoor area located temporarily on a public sidewalk contiguous with any side of a building wherein a restaurant is located and where food, beverages, or both from such restaurant are taken for consumption by persons sitting or standing at tables in that area. Permitted sidewalk cafés must abide by the requirements and limitations as determined by the Council.

Section 10-6-2 USE OF PUBLIC SIDEWALKS RESTRICTED

Use of public sidewalks for sidewalk cafés, retail sales, or benches is unlawful except as specifically provided in this chapter.

Section 10-6-3 PERMITTED USES.

Subject to compliance with the provisions of this Chapter 10-6, sidewalk cafés, retail sales, and benches may be located or operated on a sidewalk in public right-of-way under the following conditions:

1. The sidewalk café area must be contiguous with any side of a building wherein a restaurant is located (such area so located being referred to hereinafter as the "sidewalk café area."
2. The sidewalk café, as part of a restaurant, must be licensed by the Buena Vista County Sanitarian and operated by the adjacent restaurant owner.
3. Retail sales shall be contiguous to and associated with the adjoining business.
4. Benches shall be installed in accordance with this chapter.
5. Beer, wine, and other alcoholic beverages shall not be served or consumed in a sidewalk café or retail sales area on the sidewalk.

Section 10-6-4 USABLE SIDEWALK CAFÉ AREA.

1. A sidewalk café area, retail sales area, or bench shall be positioned on the sidewalk in a manner that allows a minimum five (5) foot-wide clearance, except for trees, for pedestrian traffic on the sidewalk.
2. No tables, chairs, benches or retail sales area shall be placed in street corner areas defined by building lines extended to the street, or closer than ten (10) feet from an alley.
3. A sidewalk café or retail sales area may not utilize or include any public amenities such as benches, seats, tables or trash receptacles.

Section 10-6-5 DAYS AND HOURS OR OPERATION.

1. A sidewalk café may be operated and used from April 1 through October 31 of each year, subject to snow fall, and during special events when such use is specifically approved in advance by the Storm Lake City Council.
2. Sidewalk cafés and retail areas shall be operated each day only between the hours of 7:00 a.m. and 10:00 p.m., and at such times during special events as are approved by the Storm Lake City Council.
3. Sidewalk cafés shall not operate when the kitchen of the contiguous restaurant is closed.

Section 10-6-6 SOUND EQUIPMENT.

Amplified sound equipment is not permitted in sidewalk cafés or retail sales areas, with the exception of special events as approved by the Storm Lake City Council.

Section 10-6-7 OPERATION OF SIDEWALK CAFES AND RETAIL SALES.

The following regulations shall apply to the operation of sidewalk cafés and retail sales:

1. The furniture of a sidewalk café or retail sales area shall consist solely of moveable tables, moveable chairs, and moveable umbrellas. The only outdoor signs associated with a sidewalk café or retail sales area that are not affixed to the contiguous building shall be moveable sandwich board signs.
2. A sufficient number of trash containers must be present and readily accessible to patrons. Trash receptacles must be completely enclosed and must not be allowed to overflow.
3. The following conditions for furniture use and storage will apply:
 - a. Outdoor dining furniture materials are limited to the following: cast iron, wrought iron, expanded steel, wire steel, cast aluminum, extruded aluminum, wood, and plastic.
 - b. Furniture must be kept in good condition.
 - c. Outdoor dining furniture must be stored in the off-season and while not in use, and may not be stored or stacked on the exterior of the building.
4. Umbrellas will be permitted so long as they do not encroach outside the allowable sidewalk café or retail sales area.
5. Double-sided or single-sided sandwich board signs shall be limited to a maximum size of 36' x 60' and shall be non-illuminated. Signs shall be removed from the sidewalk and the public right-of-way at the end of business hours.
6. Failure to comply with this section or Section 10-6-3 through 10-6-7 can result in the revocation of suspension of the Public Right-of-Way Use Permit issued for such use.

Section 10-6-8 PUBLIC RIGHT-OF-WAY USE PERMIT

1. Persons or entities wishing to use part of the public right-of-way as permitted in this chapter must apply annually for and obtain a public right-of-way use permit from the City prior to use of the public right-of-way. Each applicant shall file an application with the Clerk, on forms provided by the City and containing all pertinent information as the City may require, and shall agree to abide by State and local laws governing use of public right-of-way.
2. In order to secure and retain a public right-of-way use permit, an applicant must agree in writing to (a) indemnify and hold harmless the City, its officers, agents, and employees for, from, and against, any liability for damages arising out of the placement of tables, chairs, benches, or any of them, in the public right-of-way, and for all claims, losses, and damages, including payment of attorney fees, arising from the applicant's use of the public right-of-way pursuant to the public right-of-way use permit, or which are caused in whole or in part by any act or omission of the applicant, its agents, or employees and (b) have, maintain, and furnish proof to the City of a policy providing commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage, with the City endorsed on the policy as an additional insured.
3. All public right-of-way use permits shall be issued by the Building Official, and a record kept, but only after approval by the Council as required by State and local law.
4. Even after Council approval of a public right-of-way use permit, the City shall retain the right to terminate such permit but only after written notice of violation has been given and the time to cure the violation specified in the notice has expired. Grounds for termination of the public right-of-way use permit shall include, but not be limited to, a violation of the conditions of, or requirements for, the issuance of the permit; a violation of this Chapter 10-6; or the creation of a safety hazard, health hazard, or public nuisance under State or local law. Additionally, the City retains the right to terminate the public right-of-way use permit and direct removal of sidewalk café or retail sales operations if, after deliberation, the Council determines there is a substantial and reasonable need for use of the public right-of-way for a valid public purpose.

Section 10-6-9 DEBRIS ON SIDEWALKS.

It is unlawful for a person to throw or deposit on any sidewalk any glass, nails, glass bottle, tacks, wire, cans, trash, garbage, rubbish, litter, offal, or any debris, or any substance likely to injure any person, animal, or vehicle.

Section 10-6-10 MERCHANDISE DISPLAY.

It is unlawful for a person to place upon or above any sidewalk any goods or merchandise for sale or for display in such a manner as to interfere with the free and interrupted passage of pedestrians on

the sidewalk without first obtaining a public right-of-way use permit pursuant to Section 10-6-8.

Section 10-6-11 SALES STANDS.

It is unlawful for a person to erect or keep any vending machine or stand for the sale of fruit, vegetables, or other substances or commodities on any sidewalk, with the exception of the Farmers Market as approved by the Storm Lake City Council.

Section 10-6-12 REMOVAL OF SNOW AND ICE

It shall be unlawful for any person, firm or corporation to remove snow, ice or accumulations of snow or ice from private premises and deposit or place the same upon any public highway, street, avenue, alley or public park within the City of Storm Lake, Iowa, unless said public park has been designated by the City as a snow depository.

Section 10-6-13 OBSTRUCTION ON RIGHT OF WAYS

It shall be unlawful for any person to place or cause to be placed over, into, or upon any of the public streets and sidewalks of the city any obstruction whatsoever, including any building, structure, furniture, decoration, fence, projection, lumber, timber, brick, stone, wood or other material, goods, wares or merchandise, rubbish, manure, refuse, produce or other commodities, except for the purpose of immediate transfer, or for immediate construction or lawful repair of such street or sidewalk, or except as may be allowed by this Chapter 10-6 or other ordinances of the city.

Section 10-6-14 MUNICIPAL INFRACTION

A violation of the provisions of this Chapter shall constitute a Municipal infraction subject to the penalties and alternative relief authorized by Title 1, Chapter 20 of this Code and by Section 364.22 of the Code of Iowa.

SECTION 2. REPEALER: All ordinances or parts of ordinances of the City of Storm Lake, Iowa in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. SAVINGS CLAUSE: If any section, provision, sentence, clause, phrase, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage and publication as approved by law.

PASSED AND APPROVED this 1st day of April, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Memorial Lift Station Facility Plan. Moved by Council Member Smith to adopt the professional Services Agreement with ISG for Memorial Lift Station Facility Plan in the amount of \$25,000. Seconded by Council Member Engelmann. Roll Call Vote: All ayes. Motion carried.

Pure Technologies - Moved by Council Member McKinney to approve service agreement with Pure Technologies for Memorial Lift Station in the amount not to exceed \$12,000. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

CDBG Housing 2019 - Moved by Council Member Ibarra set April 15, 2019 a Public Hearing proposed Community Development Block Grant (CDBG) Application for the CDBG Housing 2019. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

City Council Requested none at the time.

Closed Session – Moved by Council Member Engelmann at 5:29 to move to closed session referencing Iowa Code Chapter 21.5 (c) Matters of Litigation. Seconded by Council Member Rice. Roll Call Vote: All ayes. Motion carried.

Attendance in closed session: Council Member Engelmann, Ibarra, Rice, Smith, McKinney, Mayor Porsch, Derragon, Cole, Prosser, Navratil, and Martinez.

Moved by Council Member Ibarra to move into open session at 5:37 pm. Seconded by Member McKinney. Roll Call Vote: All ayes. Motion carried.

Adjournment – Moved by Council Member Ibarra to adjourn the meeting at 5:38 pm. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

**SPECIAL COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
APRIL 11, 2019 8:00 A.M.**

Present: Mayor Michael Porsch, Council Members Jose Ibarra, Tyson Rice (over the phone), and Bruce Engelmann. Absent: Dan Smith and Kevin McKinney
Staff present: City Manager Keri Navratil, Assistant City Manager David Derragon, and City Clerk Mayra Martinez

Mayor Porsch called the meeting to order at 8:09 am.

Pledge of Allegiance

Hear the Public – none

Small Cell Tower Policy - Moved by Council Member Ibarra to adopt Resolution No. 55-R-2018-2019 Approving Small Cell Tower Policy. Seconded by Council Member Engelmann. Roll call vote: All ayes with Council Member McKinney and Smith. Motion carried.

RESOLUTION NO. 55-R-2018-2019

**RESOLUTION APPROVING SMALL WIRELESS FACILITY
ANTENNA/TOWER RIGHT-OF-WAY**

WHEREAS, a recent FCC Order suggests that all local jurisdictions comply with various rules and recommendations with respect to local aesthetic, zoning, and public works regulation issues and the imposition of fees as applied to small cell (small wireless facility) installations. Communities have until April 15, 2019 to approve and publish Small Wireless Facility regulation;

WHEREAS, the City recognizes its responsibilities under the federal Telecommunications Act of 1996 and state law (Chapter 8C of the Code of Iowa, entitled Iowa Cell Siting Act) and believes that it is acting consistent with such law in ensuring that development activity does not endanger public health, safety, or welfare. The City intends the Policy adopted by this resolution to ensure that the installation, augmentation and relocation of small wireless facility installations in the public rights-of-way are conducted in such a manner as to lawfully balance the legal rights of applicants under the federal Telecommunications Act and Iowa Code Chapter 8C with the rights, safety, privacy, property and security of residents of the City;

WHEREAS, the City desires to encourage the development of an aesthetically pleasing local environment;

WHEREAS, the City wishes to encourage the expansion of wireless technology, as it provides a valuable service to City residents and businesses;

WHEREAS, the attached policy has been established to define the general requirements for the installation of small wireless facilities within the right-of-way in the City of Storm Lake; and

WHEREAS, the attached policy creates requirements for the siting and design of wireless communication structures, facilities, and related utilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF STORM LAKE, IOWA that the attached Small Wireless Facility Antenna/Tower Right-of-Way Siting Policy is approved and adopted.

PASSED AND APPROVED this 11th day of April, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez City Clerk

Adjournment – Moved by Council Member Ibarra to adjourn the meeting at 8:11 am. Seconded by Council Member Engelmann. Vote: All ayes with Council Member McKinney and Smith absent. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Applicant License Application (LE0001135)

Name of Applicant: <u>Walmart Inc.</u>		
Name of Business (DBA): <u>Wal-Mart Supercenter #1526</u>		
Address of Premises: <u>1831 Lake Ave NW</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business	<u>(712) 732-7940</u>	
Mailing	<u>508 SW 8th Street</u>	
City <u>Bentonville</u>	State <u>AR</u>	Zip: <u>727160500</u>

Contact Person

Name <u>Cynthia Montero</u>	
Phone: <u>(479) 277-4656</u>	Email <u>cynthia.montero@walmart.com</u>

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 05/01/2019

Expiration Date: 04/30/2020

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Sunday Sales

Status of Business

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

Ownership

Doug McMillon

First Name: <u>Doug</u>	Last Name: <u>McMillon</u>	
City: <u>Bentonville</u>	State: <u>Arkansas</u>	Zip: <u>72712</u>
Position: <u>President & CEO</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Cynthia Moehring

First Name: <u>Cynthia</u>	Last Name: <u>Moehring</u>	
City: <u>Bentonville</u>	State: <u>Arkansas</u>	Zip: <u>72712</u>
Position: <u>Sr. VP & Chief Compliance Officer</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Andrea Marie Lazenby

First Name: <u>Andrea Marie</u>	Last Name: <u>Lazenby</u>
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City: Bentonville **State:** Arkansas **Zip:** 72712
Position: Assistant Secretary
% of Ownership: 0.00% **U.S. Citizen:** Yes
Matthew Allen
First Name: Matthew **Last Name:** Allen
City: Rogers **State:** Arkansas **Zip:** 72758
Position: Assistant Treasurer
% of Ownership: 0.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Travelers Casualty & Surety Company of America</u>	
Policy Effective Date: <u>05/01/2019</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:

Applicant License Application (LA0001213)

Name of Applicant: <u>Storm Lake Lodge No. 790, Loyal</u>		
Name of Business (DBA): <u>Loyal Order of Moose</u>		
Address of Premises: <u>527 Erie</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>5058800</u>
Business <u>(712) 732-2036</u>		
Mailing <u>527 Erie</u>		
City <u>Storm Lake</u>	State <u>IA</u>	Zip: <u>505880000</u>

Contact Person

Name <u>Paul Archer</u>	
Phone: <u>(712) 490-4007</u>	Email <u>lodge790@mooseunits.org</u>

Classification Class A Liquor License (LA) (Private Club)

Term:12 months

Effective Date: 05/01/2019

Expiration Date: 04/30/2020

Privileges:

Class A Liquor License (LA) (Private Club)

Sunday Sales

Status of Business

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

Ownership

Rick Reckamp

First Name: <u>Rick</u>	Last Name: <u>Reckamp</u>	
City: <u>Storm Lake</u>	State: <u>Iowa</u>	Zip: <u>50588</u>
Position: <u>Director</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>No</u>	

Paul Archer

First Name: <u>Paul</u>	Last Name: <u>Archer</u>	
City: <u>Albert City</u>	State: <u>Iowa</u>	Zip: <u>50510</u>
Position: <u>Administrator</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Endurance American Specialty Insurance Co</u>
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Policy Effective Date: 05/01/2019

Policy Expiration 05/01/2020

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 12, 2019

REFERENCE: LIQUOR LICENSE RENEWAL
LOYAL ORDER OF THE MOOSE LODGE
527 ERIE ST

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

	04-10-2017 to 02-24-2018	2-25-2018 to 4-09-2019
INCIDENTS		
Business Security	0	5
Criminal Mischief	1	0
General Information	0	1
Intoxicated Driver	1	0
Parking Complaint	0	1
Theft	1	0

ARRESTS

Recommendation: Approval of liquor license.

RESOLUTION NO. 56-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 regular City Council meeting March 27, 2019 Special City Council Minutes, April 1, 2019 Regular City Council Minutes, and April 11, 2019 Special City Council meeting.

To further approve a liquor license renewals for Loyal Order of Moose and Wal-Mart Supercenter #1526.

To further approve the Code Enforcement Summary information.

To further approve the requests associated with the Right of Way Closure and Street vending on May 4, 2019 for the Buena Vista University Community Block Party as follows: Closure of Grand Avenue from Peterson Drive north to West 4th Street from 10:00am until 4:00pm as part of the event's venue, Permission for five (5) licensed food trucks to park on Grand Avenue within the established venue and sell their products, and a Noise Variance was also requested but the city council approved that on a previous request at their 3-18-2019 council meeting.

To further approve the requests associated with the 2019 Fiesta Latina Event scheduled for Saturday, 5-11-2019 in Frank Starr Park requests are as follows: A Noise Variance for the venue between the hours of 10:00 am and 7:00 pm, Permission for food vending within the park venue, Permission for inflatables and other attractions in the venue, and appropriate support from the parks and public safety departments

PASSED AND APPROVED this 15th day of April, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

4/15/2019

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: **Resolution No. 56-R-2018-2019 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	\$103,919.59
Contracts/Agreements	\$75,593.22
Local Businesses	\$54,456.33
Buena Vista County Business	\$116,071.21
Non-Local Business	\$49,535.70
Total Expenses	\$399,576.05
Please see attachment for supporting documents	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

Description	Type
📎 List of Bills	List of Bills
📎 List of Bills cont.	List of Bills
📎 Project Activity Report	Backup Material



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 04/04/2019 - 04/17/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Alta Implement Company, Inc	BVC	Mower Repair Supplies	1,888.88
Mike's Electronics Inc	BVC	Alarm System Updates on all LS	4,199.02
Buena Vista County Recorder	BVC	FY2019 Registration Renewal- Jon Boat	155.90
Mike's Electronics Inc	BVC	Tower 2 Heat Service Call	105.00
Control Systems Specialists, LLC	BVC	Boiler Service Call	98.50
Mike's Electronics Inc	BVC	Casino LS Service Call	80.00
Buena Vista County Solid Waste	BVC	Recycling	134.68
Alta Implement Company, Inc	BVC	Wire	49.23
	BVC Total:	6,711.21	
Contract/Agreement			
Bolton & Menk, Inc	Contract/Agreement	Design/Bidding Services through 3/26/2019	33,742.50
Storm Lake Community School District	Contract/Agreement	3rd Quarter FY2019 per 28E Agreement	21,878.72
Bolton & Menk, Inc	Contract/Agreement	Final Design Services through 3/26/2019	18,252.00
I & S Group, Inc	Contract/Agreement	Final Design Services through 3/31/2019	1,476.00
Bolton & Menk, Inc	Contract/Agreement	Construction Services through 9/28/2019	244.00
	Contract/Agreement Total:	75,593.22	
Local			
Star Energy, LLC	Local	Fuel	10,469.13
Alliant Energy	Local	Gas Services	8,188.16
Storm Lake Industrial Corporation	Local	FY2019 5th Installment	7,000.00
Rebnord Technologies, Inc	Local	IT Service Agreement	7,223.13
Long Lines	Local	Phone Service	2,125.30
Genesis Development	Local	Janitorial Services	2,000.00
L & G Products, Inc	Local	Mulch	1,848.00
Philip E Havens	Local	Legal Services	1,522.92
Reding's Gravel & Excavating Co., Inc	Local	Rock	2,839.29
Vanish LLC	Local	March 2019 Towing Services	1,175.00
Garbage Hauling Service Inc	Local	Garbage Service	754.25
Wiese Plumbing & Heating, Inc	Local	Restroom Repairs	712.52
Mangold Environmental Testing, Inc	Local	Testing Services	612.00
Vetter Equipment	Local	Exchanger	600.60
Storm Lake Ace Hardware	Local	Supplies	521.43
Vetter Equipment	Local	Backpack Blower	521.10
Stanton Electric, Inc	Local	GFCI Outlet Installation	468.83
Fastenal Company	Local	Calibration Services	444.92
Reding's Gravel & Excavating Co., Inc	Local	Memorial Park Road Supplies	330.61
Jeff DeWall	Local	Discount Coupons	304.00
Stanton Electric, Inc	Local	Ballast Repairs	279.53
The Storm Lake Times	Local	Publications	258.60
A & A Automotive	Local	Mower Wheels	256.65
Graham Tire	Local	Service Call- Tire Repairs	240.90
Mangold Environmental Testing, Inc	Local	Testing Services	431.80
Rebnord Technologies, Inc	Local	iPad Cases	199.90
Mangold Environmental Testing, Inc	Local	Testing Services	187.00
Ferguson Enterprises, Inc	Local	Water Line	172.56
Mangold Environmental Testing, Inc	Local	Testing Services	163.20
Kelly Johnson	Local	March 2019 Punches	144.00
Rohr Manufacturing Services, Ltd	Local	Recharge Fire Extinguisher	143.68
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	268.94
Iowa Office Supply Inc	Local	Paper	129.17
Storm Lake Hydraulics Co, Inc	Local	Supplies	127.97
Mangold Environmental Testing, Inc	Local	Testing Services	123.25
Qwest Corporation	Local	Phone Service	113.89

My Buy Local_v1

Payment Date Range: 04/04/2019 - 04/17/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
Rasmussen's Ford Inc	Local	Transmission Inspection	106.99
A & A Automotive	Local	KP Vehicle - Towing Services	103.50
Rasmussen's Ford Inc	Local	Sway Bar Link Repairs	100.00
Rohr Manufacturing Services, Ltd	Local	Fire Extinguisher Recharging	92.40
Michael Reinert	Local	Clarifier Arms	80.00
Color-ize Inc	Local	Business Cards	79.70
Dennis R Julius	Local	Cleaning Services	79.30
Storm Lake Hydraulics Co, Inc	Local	Reseal Mower Cyl Head	77.94
Iowa Office Supply Inc	Local	Office Supplies	66.54
Edwards Storm Lake	Local	Supplies	65.34
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	60.02
Iowa Office Supply Inc	Local	Labels	56.50
Edwards Storm Lake	Local	Wheel Seal	51.77
Dennis R Julius	Local	Laundry Services	43.55
Rohr Manufacturing Services, Ltd	Local	Recharge Fire Extinguisher	38.80
Rust Publishing NWIA, LLC	Local	Advertising- Legislative Forum	38.04
Schuelke Powersports	Local	Oil Change	35.99
Fastenal Company	Local	Supplies	35.75
O'Reilly Automotive Inc	Local	Wiper Blades	34.18
Vetter Equipment	Local	Filters	32.89
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	27.54
Graham Tire	Local	Tire Repairs	27.38
Fastenal Company	Local	Supplies	26.99
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	89.26
Vetter Equipment	Local	Fittings & Supplies	35.83
Storm Lake Hydraulics Co, Inc	Local	Supplies	13.83
Mangold Environmental Testing, Inc	Local	Testing Services	12.75
Storm Lake Hydraulics Co, Inc	Local	Supplies	12.00
Fastenal Company	Local	Supplies	10.62
Mangold Environmental Testing, Inc	Local	Shipping	7.30
O'Reilly Automotive Inc	Local	Washer Fluid	6.49
Stanton Electric, Inc	Local	Lights	2.92
Storm Lake Hydraulics Co, Inc	Local	Cap	1.99

Local Total: 54,456.33

Non-Local

Cla-Don Farm, Inc	Non-Local	Lime Hauling Services	8,087.26
Mississippi Lime Company	Non-Local	Lime	15,831.13
Hallett Materials	Non-Local	Cold Mix	4,189.50
Rehab Systems Inc	Non-Local	Casino LS Vacing	2,280.00
W. W. Grainger, Inc	Non-Local	Floor Runner- Memorial LS	1,585.10
Davis Equipment Corporation	Non-Local	Mower Parts	1,558.54
Praxair Inc	Non-Local	Carbon Dioxide	1,290.04
Ed M. Feld Equipment Company, Inc	Non-Local	Ice Suites	1,216.90
Dale Vitito	Non-Local	Uniforms- Cole	1,205.86
Rice Signs LLC	Non-Local	Signs	1,082.70
Auditor State of Iowa	Non-Local	FY2018 Filing Fee- City	850.00
Istate Truck, Inc	Non-Local	Transmission Oil	838.63
US Peroxide, LLC	Non-Local	Facility & Maintenance Agreement	750.00
Ed M. Feld Equipment Company, Inc	Non-Local	Ice Command Suits	714.69
Ahlers & Cooney, P.C.	Non-Local	Aube Residential Legal Services	604.42
Doolittle Oil Co, Inc	Non-Local	Chainsaw Oil	440.10
Utility Equipment Co	Non-Local	Clamps	434.56
W. W. Grainger, Inc	Non-Local	Grating	385.36
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	371.32
Werner Sewer & Septic, LLC	Non-Local	Drain Cleaning	300.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	281.54
Association of Concert Bands, Inc	Non-Local	FY2019 Membership	275.00
R & R Products, Inc	Non-Local	Wheel Assembly	272.70
Ahlers & Cooney, P.C.	Non-Local	Collective Bargaining Legal Services	270.00
Hotsy Equipment Company	Non-Local	Float Tank	260.00

My Buy Local_v1

Payment Date Range: 04/04/2019 - 04/17/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
BlueTarp Financial, Inc	Non-Local	Safety Supplies	249.50
State of Iowa, Commerce- Insurance Divisio	Non-Local	2018 Filing Fee	220.00
Samuel French, Inc	Non-Local	Books	217.80
Americinn Des Moines, IA	Non-Local	Hotel- Hayes	206.06
Carl Nelsen	Non-Local	Sewer Locating Services	200.00
Midwest Tape, LLC	Non-Local	DVDs	196.40
Eaton Compressor & Fabrication, Inc	Non-Local	Air Cylinder	179.00
North Iowa K-9	Non-Local	Handling Equipment	155.00
Digital Ally Inc	Non-Local	Body Camera	145.00
Siouxland Turf Products	Non-Local	Rubber Cap, Flags, & Supplies	144.50
Werner Sewer & Septic, LLC	Non-Local	Copper Pipe Replacement	139.19
Rice Signs LLC	Non-Local	Parking Signs	139.08
Dramatic Publishing Company	Non-Local	Books	132.86
Midwest Tape, LLC	Non-Local	DVDs	131.56
R & R Products, Inc	Non-Local	Mower Supplies	127.85
Brodart Co.	Non-Local	Books	248.72
Utility Supply of America, Inc	Non-Local	Manhole Hook	118.35
RJ Thomas Manufacturing Compnay, Inc	Non-Local	KP Vehicle - Laminat	116.00
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	110.10
Utility Equipment Co	Non-Local	Clamp	108.24
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	106.33
Houchen Bindery, Ltd	Non-Local	Supplies	102.00
Alpha Wireless Communications	Non-Local	Monitor	102.00
ABC Pest Control, Inc	Non-Local	Pest Control Services	100.00
Chicago, Central & Pacific Railroad Co	Non-Local	Water Line Easement	100.00
Auditor State of Iowa	Non-Local	FY2018 Filing Fee- LIC	100.00
UPS	Non-Local	Shipping	87.25
Davis Equipment Corporation	Non-Local	Supplies	85.12
Salus LLC	Non-Local	March 2019 Memberships	80.00
West Unified Communications Services, Inc	Non-Local	Conference Calls	77.85
Davis Equipment Corporation	Non-Local	Supplies	71.20
Evertex, Inc	Non-Local	May 2019 Internet Service	58.07
Ahlers & Cooney, P.C.	Non-Local	Labor Relations Legal Services	45.00
Rice Signs LLC	Non-Local	Signs- "End of City Maintenance"	41.50
Siouxland Turf Products	Non-Local	Cutter Blades	40.50
Brodart Co.	Non-Local	Books	37.17
Ingram Library Services, Inc	Non-Local	Books	36.08
Recorded Books, LLC	Non-Local	CDs	107.97
Brodart Co.	Non-Local	Books	31.54
Northwest Iowa League of Cities	Non-Local	3/28/2019 Meeting- Sac City	30.00
Recorded Books, LLC	Non-Local	CDs	27.00
Brodart Co.	Non-Local	Books	23.90
Ingram Library Services, Inc	Non-Local	Books	41.83
Brodart Co.	Non-Local	Books	20.45
Ingram Library Services, Inc	Non-Local	Books	20.29
Brodart Co.	Non-Local	Books	19.79
Davis Equipment Corporation	Non-Local	Supplies	19.66
Ingram Library Services, Inc	Non-Local	Books	38.42
Brodart Co.	Non-Local	Books	18.79
Ingram Library Services, Inc	Non-Local	Books	72.62
Brodart Co.	Non-Local	Books	14.98
Ingram Library Services, Inc	Non-Local	Books	53.87
Underground Location Company	Non-Local	Locate Services	11.10
Iowa Department of Agriculture	Non-Local	FY2019 Meter Licenses	9.00
Brodart Co.	Non-Local	Books	5.38
Ed M. Feld Equipment Company, Inc	Non-Local	Ice Command Suits Returned	-961.52
Non-Local Total:		49,535.70	
Payroll/Refunds			
Carol Hussey	Payroll/Refunds	112 Parkview Drive Sewer Backup	1,449.41
Denny Pyle	Payroll/Refunds	3/1/2019 Sewer Backup Incident	922.07

My Buy Local_v1**Payment Date Range: 04/04/2019 - 04/17/2019**

Vendor Name	Buy Local Info	Payable Description	Total Payments
Mike Jones	Payroll/Refunds	Fire Chief's Conference - Ames	280.54
Keri Navratil	Payroll/Refunds	Manager's Institute- Iowa City	278.40
Cory Sutton	Payroll/Refunds	IRWA Annual Conference- Des Moines	257.12
Custodian of Petty Cash	Payroll/Refunds	March 2019 Postage	192.04
Keri Navratil	Payroll/Refunds	Iowa Water Conference- Ames	148.48
Rhonda Hayes	Payroll/Refunds	Training- Des Moines	97.97
Michael Porsch	Payroll/Refunds	Iowa Lakes Corridor Board Meeting- Spencer	43.50
Stephan Hamer	Payroll/Refunds	Water Treatment Grade 1 Exam Fee #1	30.00
Ruth Freese	Payroll/Refunds	March 2019 Homebound Deliveries	13.08
Payroll/Refunds Total:		3,712.61	
Grand Total:		190,009.07	



Storm Lake, IA

Check Register

Packet: APPKT00191 - April 2019 Property Tax

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP/PY Bank Code-AP/PY Bank Code						
001155	Buena Vista County Treasurer	04/03/2019	Regular	0.00	109,360.00	73132

Bank Code AP/PY Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	109,360.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	109,360.00

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	4/2019	109,360.00
			109,360.00



Storm Lake, IA

Project Activity vs Budget Report

By Project Number

Date Range: 04/04/2019 - 04/17/2019

Project Number	Project Name	Group	Type	Status				
01112-0019	WasteWater Treatment Facility Wetlands	National Resiliency Disaster Grant Projects	Federal/State Grant	Active				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining	
62100001-02	WWTP Engineering	195,000.00	11,470.59	163,168.44	0.00	163,168.44	31,831.56	
Account Key	Account Name	Total Budget	Date Range	Beginning		Ending	Budget	
62100001-03	WWTP Legal/Admin	10,635.00	Budget	Balance	Total Activity	Balance	Remaining	
				6,688.12	0.00	6,688.12	3,946.88	
01112-0019 Total:		205,635.00	12,096.18	169,856.56	0.00	169,856.56	35,778.44	
Project Number	Project Name	Group	Type	Status				
01112-0020	10th & Ontario StormWater Improvements	National Resiliency Disaster Grant Projects	Federal/State Grant	Active				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining	
62100002-01	10th & Ontario Construction	1,432,754.21	84,279.67	1,276,540.83	0.00	1,276,540.83	156,213.38	
Account Key	Account Name	Total Budget	Date Range	Beginning		Ending	Budget	
62100002-02	10th & Ontario Engineering	313,500.00	Budget	Balance	Total Activity	Balance	Remaining	
				313,555.12	0.00	313,555.12	-55.12	
Account Key	Account Name	Total Budget	Date Range	Beginning		Ending	Budget	
62100002-03	10th & Ontario Legal/Admin	7,500.00	Budget	Balance	Total Activity	Balance	Remaining	
				3,553.12	0.00	3,553.12	3,946.88	
01112-0020 Total:		1,753,754.21	103,162.03	1,593,649.07	0.00	1,593,649.07	160,105.14	
Project Number	Project Name	Group	Type	Status				
01112-0021	4th & Oats StormWater Improvements	National Resiliency Disaster Grant Projects	Federal/State Grant	Active				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining	
62100003-02	4th & Oats Engineering	137,000.00	8,058.82	83,054.46	0.00	83,054.46	53,945.54	
Account Key	Account Name	Total Budget	Date Range	Beginning		Ending	Budget	
62100003-03	4th & Oats Legal & Admin	15,500.00	Budget	Balance	Total Activity	Balance	Remaining	
				12,253.12	0.00	12,253.12	3,246.88	
01112-0021 Total:		152,500.00	8,970.59	95,307.58	0.00	95,307.58	57,192.42	
Project Number	Project Name	Group	Type	Status				
16-19284	4th & Barton Storm Water Improvements	National Resiliency Disaster Grant Projects	Federal/State Grant	Active				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining	
62100004-02	4th & Barton SW Improvements	118,500.00	6,970.59	61,337.50	1,476.00	62,813.50	55,686.50	
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity		

Project Activity vs Budget Report

Date Range: 04/04/2019 - 04/17/2019

621-8065-09-6499		Contractual Services	04/15/2019	Final Design Services through 3/31/2019	I & S Group, Inc	55426	1,476.00
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	3,553.12	0.00	3,553.12	3,946.88
16-19284 Total:		126,000.00	7,411.77	64,890.62	1,476.00	66,366.62	59,633.38
Project Number	Project Name	Group	Type		Status		
35665	1st & Mae Street	National Resiliency Disaster Grant Projects	Federal/State Grant		Active		
Expenses			Date Range Budget	Beginning Balance		Ending Balance	Budget Remaining
Account Key	Account Name	Total Budget	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	794.12	9,553.13	0.00	9,553.13	3,946.87
35665 Total:		867,882.59	51,051.92	726,868.46	0.00	726,868.46	141,014.13
Project Number	Project Name	Group	Type		Status		
8406	7th & Geneseo St Sanitary Sewer Improvements	National Resiliency Disaster Grant Projects	Federal/State Grant		Active		
Expenses			Date Range Budget	Beginning Balance		Ending Balance	Budget Remaining
Account Key	Account Name	Total Budget	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	12,553.13	0.00	12,553.13	3,946.87
8406 Total:		410,306.35	24,135.67	406,359.48	0.00	406,359.48	3,946.87
Project Number	Project Name	Group	Type		Status		
P11.106893	Richland Street Rehabilitation	Street Construction	Construction		Active		
Expenses			Date Range Budget	Beginning Balance		Ending Balance	Budget Remaining
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	45,000.00	2,500.00	75,253.25	0.00	75,253.25	-30,253.25
P11.106893 Total:		509,969.30	28,331.63	540,222.55	0.00	540,222.55	-30,253.25
Project Number	Project Name	Group	Type		Status		
P11.112742	North Central SW Phase II	National Resiliency Disaster Grant Projects	Federal/State Grant		Active		
Expenses							

Project Activity vs Budget Report

Date Range: 04/04/2019 - 04/17/2019

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	3,706.13	0.00	3,706.13	3,793.87	
P11.112742 Total:		1,875,592.00	110,328.94	1,850,647.38	0.00	1,850,647.38	24,944.62	
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	168,110.60	0.00	168,110.60	296,939.60
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	16,786.50	0.00	16,786.50	33,713.50	
P11.113934 Total:		515,550.20	28,641.69	184,897.10	0.00	184,897.10	330,653.10	
Project Number	Project Name	Group		Type	Status			
P11.115917	Memorial Park Water Quality	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
	62100005-02	Memorial Park WQ Engineering	45,668.00	1,574.76	31,406.50	11,833.00	43,239.50	2,428.50
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity		
621-8065-09-6499	Contractual Services	04/15/2019	Final Design Services through 3/26/2019	Bolton & Menk, Inc	0231219	11,833.00		
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	3,553.13	0.00	3,553.13	3,946.87	
P11.115917 Total:		53,168.00	1,833.38	34,959.63	11,833.00	46,792.63	6,375.37	
Project Number	Project Name	Group		Type	Status			
P11.117908	Michigan Street Parking Lot Reconstruction	Street Construction		Construction	Active			
Expenses	Account Key	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	8,998.00	33,742.50	42,740.50	39,649.50
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity		
301-6900-08-6799	Undesignated Capital	04/15/2019	Design/Bidding Services through 3/26/2019	Bolton & Menk, Inc	0231217	33,742.50		
P11.117908 Total:		82,390.00	5,149.38	8,998.00	33,742.50	42,740.50	39,649.50	

Project Activity vs Budget Report

Date Range: 04/04/2019 - 04/17/2019

Project Number	Project Name	Group		Type		Status		
T51.115389	Rehabilitate Connector Apron	Airport Projects		Federal/State Grant		Active		
Expenses				Date Range	Beginning		Ending	Budget
Account Key	Account Name		Total Budget	Budget	Balance	Total Activity	Balance	Remaining
30100002-01	Apron Rehab- Construction		79,353.50	0.00	71,717.40	0.00	71,717.40	7,636.10
				Date Range	Beginning		Ending	Budget
Account Key	Account Name		Total Budget	Budget	Balance	Total Activity	Balance	Remaining
30100002-02	Apron Rehab- Engineering		28,700.00	0.00	28,207.50	244.00	28,451.50	248.50
GL Account Number	GL Account Name	Post Date	Description		Vendor Name	Item Number		Activity
301-6900-08-6799	Undesignated Capital	04/15/2019	Construction Services through 9/28/2019		Bolton & Menk, Inc	0223870		244.00
T51.115389 Total:			108,053.50	0.00	99,924.90	244.00	100,168.90	7,884.60

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	169,856.56	0.00	169,856.56	35,778.44
01112-0020	10th & Ontario StormWater Improvem...	1,753,754.21	103,162.03	1,593,649.07	0.00	1,593,649.07	160,105.14
01112-0021	4th & Oats StormWater Improvements	152,500.00	8,970.59	95,307.58	0.00	95,307.58	57,192.42
16-19284	4th & Bartion Storm Water Improvemen...	126,000.00	7,411.77	64,890.62	1,476.00	66,366.62	59,633.38
35665	1st & Mae Street	867,882.59	51,051.92	726,868.46	0.00	726,868.46	141,014.13
8406	7th & Geneseo St Sanitary Sewer Impro...	410,306.35	24,135.67	406,359.48	0.00	406,359.48	3,946.87
P11.106893	Richland Street Rehabilitation	509,969.30	28,331.63	540,222.55	0.00	540,222.55	-30,253.25
P11.112742	North Central SW Phase II	1,875,592.00	110,328.94	1,850,647.38	0.00	1,850,647.38	24,944.62
P11.113934	3rd Addition Phase III	515,550.20	28,641.69	184,897.10	0.00	184,897.10	330,653.10
P11.115917	Memorial Park Water Quality	53,168.00	1,833.38	34,959.63	11,833.00	46,792.63	6,375.37
P11.117908	Michigan Street Parking Lot Reconstruct...	82,390.00	5,149.38	8,998.00	33,742.50	42,740.50	39,649.50
T51.115389	Rehabilitate Connector Apron	108,053.50	0.00	99,924.90	244.00	100,168.90	7,884.60
Report Total:		6,660,801.15	381,113.18	5,776,581.33	47,295.50	5,823,876.83	836,924.32

Group Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Airport Projects	108,053.50	0.00	99,924.90	244.00	100,168.90	7,884.60
Economic Development	515,550.20	28,641.69	184,897.10	0.00	184,897.10	330,653.10
National Resiliency Disaster Grant Proje...	5,444,838.15	318,990.48	4,942,538.78	13,309.00	4,955,847.78	488,990.37
Street Construction	592,359.30	33,481.01	549,220.55	33,742.50	582,963.05	9,396.25
Report Total:	6,660,801.15	381,113.18	5,776,581.33	47,295.50	5,823,876.83	836,924.32

Type Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Construction	1,107,909.50	62,122.70	734,117.65	33,742.50	767,860.15	340,049.35
Federal/State Grant	5,552,891.65	318,990.48	5,042,463.68	13,553.00	5,056,016.68	496,874.97
Report Total:	6,660,801.15	381,113.18	5,776,581.33	47,295.50	5,823,876.83	836,924.32

Staff Summary

4/15/2019

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: **Resolution No. 56-R-2018-2019 SLPD Code Enforcement Summary**

BACKGROUND: 3-29-2019 through 4-9-2019

Total Contacts	65
Junk Vehicles	18
Accumulated Trash	11
Accumulated Junk	24
Used Tires	2
Burning Brush	4
CCEs	6
Citations	4

FISCAL IMPACT: None

RECOMMENDATION: No Action Required

Staff Summary

4/15/2019

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: **Resolution No. 56-R-2018-2019 Authorizing a Right of Way Closure and Street Vending for the Buena Vista University Community Block Party**

BACKGROUND: Attached to this staff summary is a written request submitted by the Student Activities Office at Buena Vista University make a series of requests related to their Community Block Party scheduled for Saturday, May 4, 2019.

Specific requests are as follows:

*The closure of Grand Avenue from Peterson Drive north to West 4th Street from 10:00am until 4:00pm as part of the event's venue

*Permission for five (5) licensed food trucks to park on Grand Avenue within the established venue and sell their products

*A Noise Variance was also requested but the city council approved that on a previous request at their 3-18-2019 council meeting.

These requests have been reviewed by public safety and appear in order and consistent with previous years.

FISCAL IMPACT: None

RECOMMENDATION: Pass Resolution No. 26-R-2018-2019

ATTACHMENTS:

Description	Type
Resolution	Resolution

April 2nd, 2019

Mark Prosser
Director of Public Safety
401 East Milwaukee Ave.
Storm Lake, Iowa 50588

Dear Mr. Prosser:

Buena Vista University is preparing for the community Block Party on Saturday, May 4th, 2019. For this fun Saturday event, we are requesting the assistance of the city. The following is an overview of what we are requesting:

- A noise variance for May 4th, 10:30am – 8:00PM for a community block party and a concert in the evening
- The closure of Grand Avenue from Peterson Drive to West 4th St. on Saturday, May 4th from 10am- 4pm for an extensive number of individuals crossing the street along with the block party activities on May 4th.
- Approval for five licensed food trucks to park on Grand Avenue for the block party May 4th.

We appreciate the city council's consideration of the above requests and if additional information is needed please contact Haley Davis, Assistant Director of Student Activities at 749-2376. Thank you for your help in making this year's activities a success for the Buena Vista University and Storm Lake community.

Sincerely,

Haley Davis
Assistant Director of Student Activities
Buena Vista University
610 West 4th Street
Storm Lake, Iowa 50588



**Public Safety
Police & Fire
PERMIT**

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

Event: 2019 Beaver Block Party

Issued To:

Name: Dr. Ashley Farmer-Hanson

Organization: Director of Civic Engagement

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

Phone: 712-749-2443

Date(s) of Event: Saturday, 5-4-2019

Time(s) of Event: 11:00am - 9:00pm

Expiration of Permit: 5-5-2019

Location / Area
of Use:

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

Date:

3-19-2019

Signature:

Please Print

Title:

Public Safety Director

Staff Summary

4/15/2019

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: **Resolution No. 56-R-2018-2019 Authorizing Requests for the 2019 Fiesta Latina**

BACKGROUND: Attached to this staff summary is a written request submitted by Ebony King, representing Buena Vista University, in reference to the 2019 Fiesta Latina Event scheduled for Saturday, 5-11-2019 in Frank Starr Park.

Specific requests are as follows:

* A Noise Variance for the venue between the hours of 10:00am and 7:00pm

*Permission for food vending within the park venue

*Permission for inflatables and other attractions in the venue

*Appropriate support from the parks and public safety departments

These requests are consistent with previous years with the exception that the event has been moved to Frank Starr Park.

The event has always went well.

FISCAL IMPACT: Any staff time related to this event will be covered in the department's normal operational budgets.

RECOMMENDATION: Pass Resolution No. 56-R-2018-2019

ATTACHMENTS:

Description
□ Fiesta Latina

Type
Contract

April 10, 2019

Mr. Mark Prosser
Director of Public Safety
401 East Milwaukee Avenue
Storm Lake, IA 50588

Dear Mr. Prosser:

RAICES, one of our student organizations from Buena Vista University, is preparing for its annual **Fiesta Latina** to be held Saturday, May 11th, 2019, from 1 PM to 6 PM, at Frank Starr Park. In order for Fiesta Latina to be a success this year, we would like to request the city's assistance. We would appreciate your help with the following:

- A noise variance from 10 am to 7pm for live performances/sound check
- Permission to allow food vendors on site
- Permission to allow inflatables and other attractions on site

We greatly appreciate the City Council's consideration of this community event. Should you have any questions or need additional information, please contact me at kinge@bvu.edu or 712.749.2379.

Thank you for all you do for Buena Vista University and the community of Storm Lake.

Sincerely,

Ebony King
Director of Multicultural Engagement and Student Activities

Yazmin Medel
President, RAICES

City of Storm Lake
PO Box 1086
Storm Lake, Iowa 50588
712-732-8000
cityclerk@stormlake.org
www.stormlake.org

City of Storm Lake Park Event / Rental Registration Application

Please complete this form for all events requested to be held within the Storm Lake Park System

Name of Requesting Party: Buena Vista University RAICES Phone #: 712-749-2379
Mailing Address: 1010 WEST FOURTH STREET Email: kinge@bv.edu *
City: STORM LAKE State: IA Zip: 50588
Cell Phone: 912-222-0193 * Ebony
2nd Contact: YAZMIN MEDEL Position/Relationship: RAICES PRESIDENT
Email: medeyaz@bv.edu Cell Phone: 712-730-8791

Requested Park: Frank Starr Park Event Date: 5/11/19
Event Type: Fiesta Latina Event Start Time: 1:00 PM
Event End Time: 6:00 PM

Please answer the following questions regarding your proposed events:

Will there be amplified noise such as music, spoken word through a microphone or karaoke? (Use of amplified noise will require a noise variance)

YES

Will you have horses involved in the event? (All animal feces must be managed and removed from public property)

NO

Will you be selling food or drink as part of event? (Sale of food requires a permit from the BV County Sanitarian 712-749-2555, please provide a copy of this permit to the City. You may be required to have a solicitor license.)

YES

☐ Check this box if you will be charging admission to this event.

Will you be using an open shelter, the band shell, or the Chautauqua Park Shelter House? (These facilities are available for rent and have a rental fee associated with them - please fill out the rental agreement in addition to this document.)

YES

Will you be erecting a tent? If YES attach a map of the park showing the location of the tent, size, and staking layout.

NO

How many people will be attending the event? Provide your best estimate on attendance.

1,500

Do you have electrical needs?

YES

Identify:

BAND OR SOLO ACT NEED PLUG-INS

Will there be alcohol at the event?

NO

Will alcohol be sold at the event?

NO

Do you have a liquor license?

NO

Will you have inflatables at the event? If yes you will be required to provide liability insurance to the City.

YES

Are you requesting Street closures?

NO

Which Streets?

Starting Time:

Ending Time:

Will there be fireworks involved with this event? If yes please contact the Fire Chief at 712-732-8010.

NO

Are you requesting security services provided by Storm Lake Public Safety? SLPS may require security services.

NO

Signature Field

Elmy King

Date:

3/21/19



Print Form

Storm Lake Parks Open Shelters Reservation Form

City of Storm Lake
City Hall, 620 Erie Street

712-732-8000

712-732-4114 (f)

cityhall@stormlake.org

Name:

BUU RAICES

Address

610 WEST FOURTH STREET

Phone Number:

712-749-2379

City:

STORM LAKE

Cell Phone:

912-222-0193

State:

IA

Zip:

50588

E-mail Address:

kinge@buu.edu

Rental Date:

5/11/19

☐ Campground Open Shelter

☐ Dawn - 3:00PM

☐ 3:00PM - Dusk

\$50.00 Rental (per slot)

☒ Frank Starr Park Open Shelter

☒ Dawn - 3:00PM

☒ 3:00PM - Dusk

\$50.00 Rental (per slot)

☐ AWAYSIS Pavilion 1 (East)

☐ 10:00AM - 1:00PM

☐ 1:00PM - 4:00PM

☐ 4:00PM - 7:00PM

\$25.00 Rental (per slot)

☐ AWAYSIS Pavilion 2 (West)

☐ 10:00AM - 1:00PM

☐ 1:00PM - 4:00PM

☐ 4:00PM - 7:00PM

\$25.00 Rental (per slot)

By signing this rental agreement form you agree to the terms and rules of this rental agreement. You hereby agree that you will only have exclusive right to the open shelter or pavilion for the rental period. You agree to have the shelter or pavilion clean and ready for the next person to use at the end of the rental period. You agree not to attach anything to the shelter or pavilion structure by any means other than masking tape and to remove all items by the end of your rental period. You agree that you will not drive on or over any sidewalk, trail, or grass within the parks and to limit vehicles to the authorized parking areas of the park. You also agree to pick up all trash in and around the shelter house and to dispose of the garbage in a proper garbage facility provided within the park. If at the time you arrive there are persons utilizing the shelter please kindly ask them to move to another location. If they refuse to leave or the shelter is not clean you may contact the Buena Vista County Communications Center at 712-749-2525 for assistance - please provide them with your name and the shelter or pavilion you are renting. Signs indicating your rental will be posted at the shelter house the day of the rental. You agree to pay for any damages or clean up expenses that occur as a result of your rental.

You agree and understand that once the facility is rented there is no refund for cancellation.

Renter
Signature:

Plory King

Date:

3/21/19

This Section - City of Storm Lake Use Only

Payment Rec'd Date:

Rental Taken By:

Payment Method

Administrative Checklist

☐ Cash

Receipt #:

☐ Put on Rental Calendar

☐ Check

Check #:

☐ Put on Web Calendar

☐ Credit Card

Card Type:

☐ Parks Dept. Notified



**Public Safety
Police & Fire
PERMIT**

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

Event: 2019 Fiesta Latina

Issued To:

Name: Ebony King

Organization: Buena Vista University

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

Phone: 712-749-2379

Date(s) of Event: Saturday, 5-11-2019

Time(s) of Event: 10:00am until 7:00pm

Expiration of Permit: 5-12-2019

Location / Area
of Use:

Frank Starr 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: 4-16-2019

Please Print

Signature:

Title: Public Safety Director

Mark Prosser

From: Ebony King <kinge@bvu.edu>
Sent: Tuesday, April 9, 2019 3:25 PM
To: Mark Prosser
Subject: Noise Variance; Fiesta Latina 2019
Attachments: Request for Noise Variance FL2019.docx

Importance: High

Hello Mark,

I hope all is well. Please see the attached letter for Fiesta Latina on Saturday, May 11th, 2019. Let me know if you need anything else. Thanks!

Ebony N. King, M.S.

Director of Multicultural Engagement
Buena Vista University :: Storm Lake, Iowa
712.749.2379 (office)

Staff Summary

4/15/2019

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: David Derragon, Assistant City Manager

SUBJECT: **Public Hearing Proposed Community Development Block Grant (CDBG) Application - 2019 CDBG Housing Grant**

BACKGROUND: We are holding a public hearing for the proposed Community Development Block Grant (CDBG) application for housing rehabilitation program funding.

At this time the City is anticipating filing for the rehabilitation of up to six homes in the target area.

Prior to applying for the grant the City is required to hold a public hearing on the proposed project and grant application. Notice of this hearing was published prior to the meeting as required by Iowa law.

FISCAL IMPACT: Cost of Publishing the notice for the public hearing is estimated at \$50.00.

RECOMMENDATION: Open Public Hearing
Hear Comments
Close Public Hearing

ATTACHMENTS:

Description
Public Hearing Notice

Type
Backup Material

PUBLIC HEARING NOTICE

The City of Storm Lake, Iowa, is hereby serving as Public Notice that on April 15, 2019, at 5:00 p.m., the City Council will hold a public hearing at City Hall to consider the submission of a Housing Fund Application.

The grant application will request funding assistance for an owner-occupied housing rehabilitation program in a target neighborhood located between N. Lake Avenue and N. Russell Street, and E. 13th Street and E. Flindt Drive.

This meeting will be held to give residents information concerning the proposed project. Citizens are encouraged to attend and express their preferences about the proposed activities. Anyone having questions about this project, or if you require special accommodations to attend the hearing, such as handicapped accessibility or translation services, you may contact City Hall at 712-732-8000.

Mayra Martinez
City Clerk
City of Storm Lake

Staff Summary

4/15/2019

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: Mayra Martinez, City Clerk

SUBJECT: **Resolution No. 57-R-2018-2019 Approving the Submittal of the 2019 Housing Community Development Block Grant (CDBG) Housing Application**

BACKGROUND: This housing programs if approved would provide funding for a housing rehabilitation within a designated neighborhood between N. Lake Avenue and N. Russell Street, and E. 13th Street and E. Flindt Drive. The grant money is used to hire contractors to assist qualified homeowners in making repairs and improvements to their homes. Typical repairs may include roofing, foundation repair, window repair and/or replacement, siding, electrical as well as heating and plumbing work.

FISCAL IMPACT: None

RECOMMENDATION: Approve Resolution No. 57-R-2018-2019 Approving the Submittal of the 2019 Housing Community Development Block Grant (CDBG) Application

ATTACHMENTS:

Description	Type
☐ Resolution No. 57-R-2018-2019	Resolution
☐ Area Map	Map

RESOLUTION NO. 57-R-2018-2019

**A RESOLUTION ENDORSING AN APPLICATION FOR
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FOLLOWING PUBLIC HEARING**

WHEREAS, the City of Storm Lake is eligible to apply for Iowa Community Development Block Grant funding under the Housing Sustainability portion of the program, and;

WHEREAS, the City Council has held a public hearing as required for submission of a CDBG guidelines on April 15, 2019 to hear public comments on the submission of the grant application, and;

WHEREAS, the City has designated the neighborhood to be located between North Lake Avenue, East 13th Street, North Russell Street and Flindt Drive to make improvements to the housing stock, and;

WHEREAS, the City Council has decided to submit an application to the CDBG program for the rehabilitation of owner-occupied houses within the target neighborhood.

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

SECTION 1. The City Council endorses the submission of an application for CDBG grant funds to the Iowa Economic Development Authority in the amount as announced in Public Hearing Announcements for an Owner-Occupied Housing Rehabilitation Program in the designated neighborhood as described above.

SECTION 2. The City Council certifies that the attached public hearing announcements were made prior to consideration of the grant application, as per CDBG guidelines.

SECTION 3. The Mayor is authorized to sign all paperwork and forms necessary for the submittal of the grant application.

PASSED AND APPROVED this 15th day of April 2019.

Mike Porsch, Mayor

ATTEST:

Mayra Martinez, City Clerk

13th ST

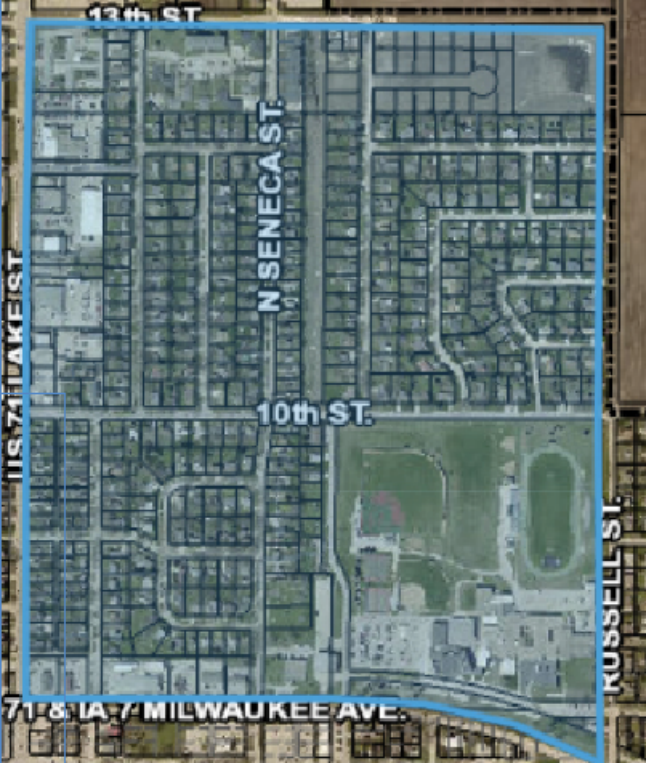
115.71 LAKE ST

N SENECA ST.

10th ST.

718 1A 7 MILWAUKEE AVE.

RUSSELL ST.



Staff Summary

4/15/2019

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: Mayra Martinez, City Clerk

SUBJECT: **Resolution No. 58-R-2018-2019 Authorizing the Expenditure of Local Funds for the Iowa Economic Development Authority Housing Fund - 2019 CDBG Housing Grant**

BACKGROUND: With the 2019 Housing Community Development Block Grant (CDBG) Application the city is required to provide local funds.

FISCAL IMPACT: Local funds would be in amount \$3,000 per house at a total of \$18,000.

RECOMMENDATION: **Resolution No. 58-R-2018-2019 Authorizing the Expenditure of Local Funds for the Iowa Economic Development Authority Housing Fund**

ATTACHMENTS:

Description	Type
□ Resolution No. 58-R-2018-2019	Resolution

RESOLUTION NO. 58-R-2018-2019

A RESOLUTION OF THE CITY OF STORM LAKE, IOWA, authorizing the expenditure of local funds to be applied to an Iowa Economic Development Authority Housing Fund Application.

WHEREAS, the Storm Lake City Council will submit a Housing Fund Application to the Iowa Economic Development Authority; and,

WHEREAS, the Iowa Economic Development Authority is requiring cities that provide funds for local effort, to pass a resolution authorizing such expenditure, pending approval of the application; and,

WHEREAS, the City of Storm Lake recognizes the benefits that would result from the approval of a Housing Fund application.

NOW, THEREFORE, BE IT RESOLVED, that the City of Storm Lake will provide \$3,000.00/house (\$18,000.00) in local monies to be used as matching funds for the 2019 Housing Fund Application.

All resolutions or parts of resolutions in conflict are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 15th day of April, 2019.

Mike Porsch, Mayor

Date

ATTEST:

Mayra Martinez, City Clerk

Date

Staff Summary

4/15/2019

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: Mayra Martinez, City Clerk

SUBJECT: **Motion to Approve the Administrative Plan for the 2019 Community Development Block Grant (CDBG) Housing Grant**

BACKGROUND: The CDBG Housing Program is guided by an internal Administrative Plan that identifies eligible applicants, eligible activities and the maximum grant amounts that the program will provide. The Plan also details the process for the rehabilitation, including necessary inspections, bidding process, and much more as indicated in the attached plan.

FISCAL IMPACT: None

RECOMMENDATION: **Approve the Administrative Plan for the 2019 Community Development Block Grant (CDBG) Housing Grant**

ATTACHMENTS:

Description	Type
Administrative Plan	Backup Material

CITY OF STORM LAKE

CDBG (Contract # - to be determined)

Owner Occupied Rehabilitation Program

ADMINISTRATIVE PLAN

PROGRAM YEAR 2019

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1.0 Goals and Objectives

The primary goals and objectives of the City's owner-occupied rehabilitation program are:

- To preserve and/or stabilize the City's housing stock that is affordable to low and moderate income persons;
- To provide safe, decent and sanitary housing to the City's residents who do not have the financial means to make repairs to their own dwellings;
- To improve the general aesthetics and attractiveness of the City's housing stock, to maintain or increase the City's residential structure tax base, and to assist in the promotion and attraction of economic and City development opportunities; and
- To make the City's housing stock, those constructed prior to January 1, 1978, at least temporarily "Lead Safe".
- The proposed project will take place in a neighborhood with the north boundary of 6th Street NW & NE and the south boundary of Mill Street SW & SE. The proposed project involves the rehabilitation of at least six (6) owner-occupied, single family homes.

2.0 Definitions

Definitions Preface:

Several of the definitions pertaining to lead hazard reduction activity have been added and/or modified to conform with, and to be consistent with, the Iowa Department of Public Health's (IDPH's) administrative rules found at 641-Chapter 70 of the Iowa Administrative Code (IAC). For the purpose of owner-occupied rehabilitation activities performed under the Iowa Economic Development Authority's (IEDA's) Housing Fund, such definitions are verbatim with the IDPH's administrative rules except for the following definitions: "certified lead professional"; "dust-lead hazards"; "interim controls"; "hazardous lead-based paint"; "soil-lead hazard"; "standard treatments"; and "target housing". Modifications made to these definitions were made to delete any and all reference to child occupied facilities, housing specifically designated for the elderly or persons with disabilities, single room occupancy units, and multi-family activities, none of which have relevance to an owner-occupied rehabilitation activity performed under a Housing Fund award.

2.1 Adjusted (Gross) Household Income: The definition of adjusted (gross) household income, as used for the City's owner-occupied rehabilitation program, is the same as the definition used in the U.S. Department of Housing and Urban Development's (HUD's) Section 8

Housing Assistance Payments programs (24 CFR, Part 813). Adjusted income is annual (gross) household income reduced by certain deductions for dependents, elderly households, medical expenses, childcare, and expenses related to assistance for persons with disabilities. Adjusted (gross) household income is used only to determine the level of benefit available to the City's applicants. (Refer to Section 7.3 for more detail on how an applicant's adjusted (gross) household income is used in the City's owner-occupied rehabilitation program).

2.2 Annual (Gross) Household Income: The definition of annual (gross) household income, as used for the City's owner-occupied rehabilitation program, is the same as the definition used in HUD's Section 8 Housing Assistance Payments programs (24 CFR, Part 813). Annual (gross) household income is used in the determination of income eligibility. To be eligible, applicants must have a household income that does not exceed 80% of the median household income as established by the U.S. Department of Housing and Urban Development (HUD). (Refer to Section 7.3 for more detail on how an applicant's annual (gross) household income is used in the City's owner-occupied rehabilitation program).

2.3 Certified Lead Professional: Certified Lead Professional means a person who has been certified by the Iowa Department of Public Health as a Lead Inspector / Risk Assessor, Elevated Blood Level (EBL) Inspector / Risk Assessor, Lead Abatement Contractor, Lead Abatement Worker, Project Designer, Sampling Technician, or Lead-Safe Renovator.

2.4 Chewable Surfaces: Means interior or exterior surfaces painted with lead-based paint or presumed to be painted with lead-based paint that a young child could mouth or chew (previously known as accessible surfaces).

2.5 City: City, as used in this document, means the recipient of the IEDA's Housing Fund (i.e., funds awarded for the owner-occupied housing rehabilitation program).

2.6 De Minimis Levels: The application of safe work practices to rehabilitation projects by the participating contractors and subcontractors is not required when rehabilitation work and/or lead hazard reduction activities do not disturb painted surfaces that total more than:

- Twenty (20) square feet on exterior surfaces;
- Two (2) square feet in any one interior room or space, or
- Ten percent (10%) of the total surface area of an interior or exterior component with a small surface area (e.g., window sills, baseboards, trim, etc.).

2.7 Dust-Lead Hazard: Dust-lead hazard means surface dust in residential dwellings that contains a mass-per-area concentration of lead equal to or

exceeding 40 micrograms per square foot on floors, 250 micrograms per square foot on interior windowsills, and 400 micrograms per square foot on window troughs based on dust wipe samples. A dust-lead hazard is present in a residential dwelling when the weighted arithmetic mean lead loading for all single-surface or composite samples of floors and interior windowsills is equal to or greater than 40 micrograms per square foot on floors, 250 micrograms per square foot on interior windowsills, and 400 micrograms per square foot on window troughs based on dust wipe samples.

2.8 Friction Surfaces: Friction surfaces mean interior or exterior surfaces that are subject to abrasion or friction, including, but not limited to, certain window, floor and stair surfaces.

2.9 Hazardous Lead-Based Paint: Hazardous Lead-Based Paint means lead-based paint (known or presumed to be lead-based paint) that is present on a friction surface where there is evidence of abrasion or where the dust-lead level on the nearest horizontal surface underneath the friction surface (e.g., the windowsill or floor) is equal to or greater than the dust-lead level; lead-based paint that is present on an impact surface that is damaged or otherwise deteriorated from impact; lead-based paint that is present on a chewable surface; or any other deteriorated lead-based paint in the residential dwelling or on the exterior of the residential dwelling.

2.10 Impact Surfaces: Impact surfaces mean interior or exterior surfaces that are subject to damage by repeated sudden force, such as certain parts of door frames.

2.11 Interim Controls: Interim controls means a set of measures designed to temporarily reduce human exposure to lead-based paint hazards, including repairing deteriorated lead-based paint, specialized cleaning, maintenance, painting, and temporary containment. For the purpose of this program, interim controls must address all lead-based paint hazards in the assisted housing. The lead-based paint hazards must be identified by an Iowa certified lead inspector / risk assessor or an Iowa certified elevated blood lead (EBL) inspector / risk assessor through paint testing and a risk assessment.

2.12 Iowa Economic Development Authority (IEDA): The IEDA is the primary funding source for the City's owner-occupied rehabilitation program through its federally (HUD) financed program known as the Housing Fund.

2.13 Iowa Department of Public Health (IDPH): In Iowa, the IDPH is the regulatory agency overseeing, in part, the Lead-Based Paint Activities Training and Certification program. The IDPH also establishes minimum work practice standards for lead professional activities.

2.14 Household: Household means one or more persons occupying a dwelling.

2.15 Lead-Based Paint: Lead-based paint means paint or other surface coatings that contain lead greater than or equal to 1.0 milligram per square centimeter or greater than 0.5 percent by weight. Lead-based paint is present on any surface that is tested and found to contain lead greater than or equal to 1.0 milligram per square centimeter or greater than 0.5 percent by weight and on any surface like a surface tested in the same room equivalent that has a similar painting history and that is found to be lead-based paint.

2.16 Lead-Based Paint Hazard: Lead-based paint hazard means hazardous lead-based paint, a dust-lead hazard, or a soil-lead hazard.

2.17 Lead Hazard Reduction: Lead hazard reduction means the reduction of lead-based paint hazards through interim controls or standard treatments. For purposes of this program, lead hazard reduction activities temporarily reduce lead-based paint hazards.

2.18 Lead Hazard Reduction Carrying Costs: Lead hazard reduction carrying costs are basically administrative in nature. Lead hazard reduction carrying costs are the additional costs incurred by the City's lead professional staff to ensure that target housing is lead safe at the completion of the rehabilitation project following required clearance testing and final visual risk assessment. Lead hazard reduction carrying costs include, but are not limited to, required notifications and reports (preparation and/or conveyance), required paint testing and risk assessment (including laboratory analysis costs) or presumption of lead-based paint and/or lead-based paint hazards, visual risk assessment following the presumption of lead-based paint and/or lead-based paint hazards, revising project work write-ups to include lead hazard reduction activities and methodologies, construction oversight to ensure that safe work practices are used by participating contractors and subcontractors, and clearance testing and final visual assessment (including laboratory analysis costs).

2.19 Lead Professional: Lead professional means a person who conducts lead abatement, lead inspections, elevated blood lead (EBL) inspections, lead hazard screens, risk assessments, visual risk assessments, clearance testing after lead abatement, or clearance testing after interim controls, paint stabilization, standard treatments, or rehabilitation pursuant to 24 CFR 35.1340.

2.20 Lead Safe: "Lead safe" is the temporary condition of assisted housing immediately following the application of interim controls, paint stabilization, or standard treatments to temporarily reduce lead-based paint hazards and

upon passing clearance testing and final visual assessment that meets the Iowa Department of Public Health (IDPH) standards. Lead hazard reduction measures incorporated into the City's target housing rehabilitation projects (including paint stabilization, interim controls, and standard treatments) only temporarily reduces exposure by the occupants of the dwelling to lead-based paint hazards. Lead hazard reduction activity does not result in the assisted property being permanently free of lead-based paint and/or lead-based paint hazards. Additionally, rehabilitation projects receiving \$5,000 or less in Housing Fund assistance (for the hard costs of rehabilitation) are not considered lead safe, only those areas (components) of the dwelling specifically addressed with, or affected by, the rehabilitation work and/or lead hazard reduction activity and has passed clearance testing and final visual assessment are considered "lead safe", not the entire dwelling.

2.21 Lead Safe Housing Regulations: The Lead Safe Housing Regulations are technically known as the "Requirements for Notification, Evaluation, and Reduction of Lead Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule" found at 24 CFR Part 35 et.al.

2.22 Median Household Income: Median household income means the area median household income established annually by HUD, by county, and based on household size.

2.23 Paint Stabilization: Paint Stabilization means repairing any physical defect in the substrate of a painted surface that is causing paint deterioration, removing loose paint from surfaces to be treated, and applying new paint or other protective coating pursuant to 24 CFR Part 35.

2.24 Paint Testing: Paint Testing means the process of determining, by a certified lead inspector / risk assessor or certified elevated blood lead (EBL) inspector / risk assessor, the presence or absence of lead-based paint on deteriorated paint surfaces or painted surfaces to be disturbed or replaced pursuant to 24 CFR Part 35 et.al.

2.25 Prohibited Methods of Paint Removal: The following methods shall not be used to remove paint that is, or presumed to be, lead-based paint:

- Open flame burning or torching;
- Machine grinding or sanding without high efficiency particulate air (HEPA) local exhaust control;
- Abrasive blasting or sandblasting without HEPA local exhaust control;
- Heat guns operating above 1,100 degrees Fahrenheit;
- Dry sanding or dry scraping (except dry scraping in conjunction with heat guns or within one foot of electrical outlets, or in areas that fall within the de minimis levels); or
- Paint stripping in poorly ventilated space using volatile strippers.

2.26 Program Funds: Program funds, as used in this document, means HUD funds awarded to the City from the IEDA's Housing Fund, even though there may be other HUD funds or other federal funds used in the City's owner-occupied rehabilitation program.

2.27 Rehabilitation Standards: Rehabilitation standards, for the purpose of the City's owner-occupied rehabilitation program, are Iowa Minimum Rehab/HQS Standards (2016) (applicable to all communities with a population of less than 15,000 where no other local codes, standards or ordinances exist).

2.28 Safe Work Practices: Safe Work Practices include: a) prohibited methods of paint removal; b) occupant protection; c) work site preparation; d) worker protection; e) specialized cleaning; and f) the de minimis levels.

2.29 Standard Treatments: Standard treatments means a series of hazard reduction measures designed to reduce all lead-based paint hazards in a residential dwelling without the benefit of a lead-based paint inspection and a risk assessment. Standard treatments consist of the stabilization of all deteriorated interior and exterior paint, the provision of smooth and cleanable horizontal interior hard surfaces, the correction of dust-generating conditions (i.e., conditions causing rubbing, binding, or crushing of surfaces presumed to be coated with lead-based paint), and the treatment of bare soil to control presumed soil-lead hazards.

2.30 Soil-Lead Hazard: Soil-Lead Hazard means bare soil on residential real property that contains total lead in excess of 400 parts per million for the dripline, mid-yard, and play areas. A soil-lead hazard is present in a dripline, mid-yard, or play area when the soil-lead concentration from a composite sample of bare soil is equal to or greater than 400 parts per million.

2.31 Target Housing: Target housing generally means any housing constructed prior to January 1, 1978. Refer to the Lead Safe Housing regulations found at 24 CFR Part 35 for exemptions.

2.32 U.S. Department of Housing and Urban Development (HUD): HUD is the funding source for the IEDA's Housing Fund.

2.33 "Worksite" or "work area" means an interior or exterior area where lead-based paint hazard reduction activity or renovation takes place. There may be more than one worksite in a dwelling unit

3.0 Program Scope

3.1 Eligible Expenditures

Program funds are intended to be used to cover the hard costs of rehabilitation (materials, labor, and the contractor's overhead and profit) and the administrative (program implementation) costs associated with the rehabilitation of residential dwellings within the City that meet the eligibility requirements detailed in Section 4.0.

Program funds are also intended to be used to make assisted target housing temporarily "lead safe" (or portions of the dwelling temporarily "lead safe" if \$5,000 or less in Housing Fund assistance is invested in the hard costs of rehabilitation) following clearance testing and final visual assessment that meets IDPH standards. Eligible expenditures of the City's program funds for this purpose include the cost of any lead hazard reduction activities (either through normal rehabilitation or separate from normal rehabilitation), lead hazard reduction carrying costs and temporary relocation costs.

Rehabilitation costs are considered eligible expenditures where the net result of such expenditures is the provision of safe, decent and sanitary housing that conforms to the rehabilitation standards referenced in Section 3.2, and, as applicable, results in housing (or portions of the housing if \$5,000 or less in assistance) that is temporarily lead safe . All construction work is expected to be of good quality and be reasonably priced.

3.2 Rehabilitation Standards

Upon completion, all dwellings financed entirely, or partially, with the City's program funds must conform to Iowa Minimum Rehab/HQS Standards (2016), as applicable (all communities with populations of less than 15,000 that do not have locally adopted and enforced codes or standards). Iowa Minimum Rehab/HQS Standards apply to the dwelling and the property (as a whole) on which the dwelling is located.

4.0 Eligibility Requirements

4.1 Applicant Requirements

4.1.a. Owner-Occupied

In order for an applicant to be eligible for program assistance, the applicant must occupy the property to be assisted as their

principal place of residence and must own the property (i.e., be the owner of record). Ownership means:

- ***Holding fee simple title to the property; or***
- ***Maintaining a 99-year leasehold interest in the property.***

4.1.b. Tenure

In addition to the ownership and occupancy requirements detailed above in Section 4.1.a., an applicant must have owned (i.e., must have been the owner of record) and must have resided in the property to be assisted for at least six (6) months prior to the date of their application for assistance to the City for program funds, in order to be eligible for program assistance.

4.1.c. Income Eligible

In order for an applicant to be eligible for program assistance, the applicant must also be income eligible. Specifically, the applicant must have an annual (gross) household income that does not exceed eighty percent (80%) of the current area (county) median household income (MHI), based on the applicant's household size, as established by the U.S. Department of Housing and Urban Development (HUD). The procedure for determining that an applicant meets the income eligibility requirement is detailed in Section 7.3.

4.2 Property Requirements

4.2.a. Location of Property

In order to be eligible for program assistance, the assisted property must be located within the area to be served as defined in the City's approved application and contract with the Iowa Economic Development Authority (IEDA).

Properties located within a 100-year floodplain are not eligible for assistance.

4.2.b. Mortgage Payments

In order to be eligible for program assistance, the assisted property owner must be current with regard to their mortgage payments.

4.2.c. Property Taxes

In order to be eligible for program assistance, the assisted property owner must be current with regard to payment of their real estate property tax liability.

4.2.d. Utilities

In order to be eligible for program assistance, the assisted property owner must be current with regard to their utility payments associated with that property. Utilities covered under this requirement are limited to water, sanitary sewer, gas (natural gas, liquid petroleum gas, or fuel oil) and electric, and solid waste disposal.

Utilities not included under this requirement are telephone, cable television (including satellite television), or internet service providers.

4.2.e. Property Insurance

In order to be eligible for program assistance, the assisted property must be covered by property insurance (homeowner's hazard and liability insurance) in an amount equal to, or greater than, the current assessed value of the property (land and buildings).

4.2.f. Use of the Property

Residential properties containing businesses may be rehabilitated only where it can be clearly shown that program funds are not used to assist the business contained in or on the property. Program funds can only be used to rehabilitate (and to make lead safe, as applicable) the residential portion of the dwelling or property, not the business portion. The costs for rehabilitation of common areas and HVAC or other systems that serve both the residential and business portions of the dwelling or property must be prorated.

Property owner funds must be used to rehabilitate the non-residential (business) portion of the dwelling or property.

The entire property must meet Iowa Minimum Rehab/HQS Standards before the acceptance of work is signed and final payment to the contractor.

Program files must reflect the methodology used by the City for allocating the costs between the residential portion (program fund eligible costs) and the business portion (program fund ineligible costs) of the project.

4.2.g. Condition of the Property

In order to be eligible for program assistance, the property must be free of garbage; debris; refuse; building materials (those not used for the rehabilitation project); abandoned, non-operational or junk vehicles; etc. Additionally, the property must not be in violation of any local nuisance ordinances.

The dwelling itself must be reasonably clean and sanitary; free of garbage, debris and refuse; uncluttered; and in such a state that permits reasonable access by the City's rehabilitation technician to conduct the initial inspection and, as applicable, conduct paint testing and a risk assessment of the property, and to the contractor(s) working on the property owner's project.

4.2.h. Manufactured Homes

Manufactured homes may be assisted with program funds only if all of the following criteria is met:

- ***The age of the manufactured home is 1976 or newer;***
- ***The manufactured home is permanently affixed to a site-built, permanent foundation and has had its towing hitch and running gear (including tongues, axles, brakes, wheels, lights and any other parts of the chassis that operate for the purpose of transportation) removed;***
- ***The manufactured home is installed on land also owned by the property owner to be assisted; and***
- ***The manufactured home (dwelling and site) is taxed as real estate (real property) by the City.***

4.2.i. Ability to Conform to Standards

In order to be eligible for program assistance, the dwelling (and the property as a whole) must be capable of withstanding rehabilitation. In other words, program funds may not be used unless the dwelling (and the property) can be brought into conformance with Iowa Minimum Rehab/HQS Standards (2016), as applicable. (Refer to Section 7.8 for the details regarding structurally or financially infeasible dwellings).

5.0 Maximum Amount of Program Assistance

The maximum amount of assistance to an individual rehabilitation project from the City's program funds is \$24,999. The maximum assistance level is on the hard costs of rehabilitation (materials, labor and the contractor's overhead and profit) only, not the administrative costs, lead hazard reduction costs, lead hazard reduction carrying costs, or temporary relocation costs necessary to complete the project.

Project costs (the hard costs of rehabilitation) in excess of the maximum amount of program assistance available must come from sources other than the City's program funds.

6.0 Form of Assistance

6.1 Five-Year Receding Forgivable Loan

The form of assistance for the hard cost of rehabilitation under the City's owner-occupied rehabilitation program is a five-year receding forgivable loan. The five-year receding forgivable loan is technically a conditional grant, whereby; the full amount of the five-year receding forgivable loan is completely waived (or released) over time. The conditional part of this form of assistance is that the property assisted with program funds must remain the assisted property owner's principal place of residence for a five-year period following the completion and acceptance date of the rehabilitation project in order to be fully forgiven.

In order for the assisted property owner to receive a five-year receding forgivable loan, he or she must sign a promissory note and mortgage lien to secure the full amount of the five-year receding forgivable loan. The mortgage lien will be recorded at the County Courthouse following the completion of the rehabilitation project. The five-year receding forgivable loan bears no interest.

The term of the promissory note and mortgage lien is five years, remaining at one-hundred percent of the loan amount for the first full year and decreasing twenty percent each year thereafter. The anniversary date of the promissory note and mortgage lien is the date of project completion and final acceptance. Collection of the note and mortgage lien (as may be necessary) will be accomplished according to the following schedule:

- If the rehabilitated property is sold, rented, transferred, vacated or abandoned prior to the first anniversary of the project completion and acceptance date, one-hundred percent (100%) of the note and mortgage lien becomes due.

- If the rehabilitated property is sold, rented, transferred, vacated or abandoned between the first and second anniversary dates of the project completion and acceptance date, eighty percent (80%) of the note and mortgage lien becomes due.
- If the rehabilitated property is sold, rented, transferred, vacated or abandoned between the second and third anniversary dates of the project completion and acceptance date, sixty percent (60%) of the note and mortgage lien becomes due.
- If the rehabilitated property is sold, rented, transferred, vacated or abandoned between the third and fourth anniversary dates of the project completion and acceptance date, forty percent (40%) of the note and mortgage lien becomes due.
- If the rehabilitated property is sold, rented, transferred vacated or abandoned between the fourth and fifth anniversary dates of the project completion and acceptance date, twenty percent (20%) of the note and mortgage lien becomes due.
- At the fifth anniversary date, one-hundred percent (100%) of the note and mortgage lien is forgiven. The City will release the assisted property owner's note and mortgage lien, upon written request, following completion of the five-year term.

If the assisted property becomes other than the assisted property owner's principal place of residence at any time during the five-year term (through sale, transfer, rental, or vacating or abandonment of the property), repayment of the principal amount, based on the above schedule, is immediately repayable to the City.

The City may, at its option, release the mortgage lien (and subsequent conditions of the assistance) against the assisted property when there are extenuating circumstances that would warrant or justify the City's decision to do so, regardless of the age of the forgivable loan.

The City's release of a mortgage lien would be handled on a case-by-case basis with consideration given to the individual circumstances of that assisted property owner, or their representative, seeking the release. The City will gather sufficient information necessary to support and to document the assisted property owner's inability to pay the amount owed to the City and the reason(s) for such a request. Consideration will be given to such issues as:

- The value of the property at the time of the request to release the mortgage lien and its impact on the settlement of any primary mortgage debt that may exist;
- Who will inherit the property (should the request to release the mortgage lien be related to the death of an assisted property owner), including other estate settlement issues; and
- Any insurance settlements.

Applicants must be given the opportunity to rescind the assistance offered due to the fact that a lien, mortgage or other security interest will be filed against their property as a result of the assistance, if accepted and executed.

A five-year receding forgivable loan from the City to applicants will result in a lien, mortgage or other security interest filed against their properties. Where there are existing liens, mortgages or other security interests already on file against assisted properties (e.g., the applicant's primary mortgage), the City's program assistance security interest may be filed (recorded) in a junior position to existing liens, mortgages or security interests.

In the event of future liens, mortgages or security interests filed on an assisted property owner's property (e.g., a refinancing), the City may, at its discretion, subordinate its mortgage lien to any future liens, mortgages or other security interests.

6.2 Unsecured Program Funds Assistance

The City's five-year receding forgivable loan discussed in Section 6.1 above is a direct form of assistance financially secured through a mortgage lien filed on / against the assisted property.

The City may apply additional program funds toward individual rehabilitation projects undertaken that will not be secured against the assisted property owner's properties.

The City may incur costs for the administration of its owner-occupied rehabilitation program (general administrative costs and direct, project specific administrative costs). The City may also incur costs for lead hazard reduction activity on target housing projects (as applicable) as well as lead hazard reduction carrying costs involved in doing such activity on those projects. Program funds may also be used for costs incurred in the temporary relocation of the occupants of assisted target housing, including their belongings, if interior rehabilitation that disturbs painted surfaces, known or presumed to be lead-based paint, and/or interior lead hazard reduction takes place.

7.0 Program Mechanics

7.1 Marketing the Program

The City will market its owner-occupied rehabilitation program to potential applicants and to contractors.

7.1.a. Marketing to Applicants

Marketing to potential applicants can be accomplished in a variety of ways. The City will market its program in order to provide sufficient information about its owner-occupied rehabilitation program and to generate further interest from potential applicants. Marketing may be conducted using any and all of the following methods:

- Newspapers of general circulation and other local publications;
- Radio and/or television (such as local cable television channels);
- Public informational meetings held in the City;
- Mailings;
- Postings at strategic locations accessible to the general public (e.g., the Post Office, City Hall or County Courthouse, grocery stores, schools, churches, libraries, etc.); and by
- Personal contact to potential applicants by City leaders, civic groups, etc.

If marketing to potential applicants occurred prior to a funding commitment from the IEDA and the City has on file the names and addresses of a number of potential applicants, re-contacting such persons is appropriate to regenerate their interest.

Marketing to potential applicants should convey basic requirements for participation in the City's program (i.e., eligibility criteria, the form of assistance available, information about how, where and when to apply for the assistance as well as what information will be needed, and restrictions they need to be aware of). Marketing efforts should also address the requirement of making any target housing temporarily lead safe as well as the potential for temporary relocation during such work.

The City will ensure that CDBG assistance is made available on a non-discriminatory basis without regard to race, color, religion, sex, disability, familial status, age or national origin. Marketing efforts will be made accordingly.

7.1.b. Marketing to Contractors

Marketing to contractors is essential to the success of any owner-occupied rehabilitation program. The City must conduct a sufficient amount of marketing specifically to contractors to generate and to secure their interest in participating in the City's owner-occupied rehabilitation program.

Where there is an adequate number of contractors participating in the City's program, fair and open competition for projects is maximized and overall costs are generally more reasonable because of the competition inherent with a larger pool of participating contractors.

Marketing to contractors can be accomplished using the same media resources used for marketing to potential applicants. In addition to using those resources, the City might also:

- Contact local homebuilders associations, construction trades organizations, unions, etc.;
- Contact the Better Business Bureau;
- Contact the Iowa Department of Public Health to obtain information on contractors that have been trained in safe work practices;
- Scan local telephone books (business directories, yellow pages, etc.);
- Contact the IEDA's recommended plan review rooms and clearinghouses;
- Obtain information on contractors based on the City's building permit issuance data;
- Contact local construction materials and equipment suppliers;

With the City's efforts to solicit and attract contractors for participation in the program, nondiscrimination, equal opportunity and fair housing issues cannot be overlooked. ***The City will also make a good faith effort to solicit and attract the interest of minority and female owned businesses that might participate in the City's owner-occupied rehabilitation program.*** Invitations to bid on the City's projects need to be sent to the IEDA's recommended clearinghouses and plan review rooms.

When marketing to contractors, the City will be aware of certain issues specifically of interest or concern to contractors and tailor its marketing efforts to address these issues to the extent practical. This may include, but not be limited to:

- The contractor's ability to make a profit;
- The contractor's location and/or proximity to the City;
- Federal, state or local requirements and/or restrictions that will affect them (e.g., licensing; training, including safe work practices as applicable; insurance coverage; OSHA requirements; contract conditions; warranties; etc.); and
- Their ability to be paid in a timely fashion.

From the City's contractor marketing efforts, a list of potential contractors can be compiled and referenced as individual projects are undertaken. (Refer also to Sections 7.12 through Section 7.21 for other issues impacting participating contractors).

7.2 Applicant Selection Process

The City, through its marketing efforts to attract potential applicants, will indicate how to access the program (i.e., forms they need to fill out, where to get them, etc.), any time constraints for application submission, and where completed forms need to be submitted and who will be responsible for receiving them. Homeowners that completed a verified application for purposes of the Funding Application submitted to IEDA will be given priority. Applications received after will be processed on a first-come, first-serve basis.

7.3 Applicant Eligibility Determination and Verification Process

As stated in Section 4.1, ***applicants must be owner-occupants, be able to show proof of ownership***, they must have resided in their dwellings for six months prior to the date of their application for program assistance and, most importantly, ***they must be income eligible***.

Ownership, occupancy, and tenure will all be verified and documented by the City through County and/or other public records.

The income verification process is more detailed and entails a specific procedure to be followed. ***Basic income eligibility is based on the applicant's annual gross household income with no adjustments or deductions subtracted. An applicant's annual gross household income is "anticipated" for the future twelve month period based on current circumstances or known upcoming income changes, all of which must be verifiable and documented in the City's program files.***

For purposes of determining an applicant's annual gross household income, there are certain income inclusions (e.g., income from

certain assets) and there are certain income exclusions (e.g., payments received for the care of foster children) that are taken into account. (Refer to HUD's "Technical Guide for Determining Income and Allowances for the HOME Program" for more detail).

The City will create and have available for use the necessary forms for verifying and documenting an applicant's annual gross household income (including verification forms for allowable income inclusions and exclusions), verification forms for documenting property eligibility requirements, and verification forms for documenting allowable deductions for determining adjusted gross household income.

The most current HUD income limitations, by county and by household size, must be used for determining and verifying income eligibility.

Additional documentation may also be obtained by the City to further substantiate an applicant's annual (gross) household income (e.g., obtain a copy of the applicant's federal and/or state income tax forms from the previous tax year).

Once an applicant's income has been verified, the verification is valid for six months only. The income verification must be updated if more than six months transpires from the initial verification and the actual commitment of the City's program funds.

In addition to documenting that an applicant meets the ownership, occupancy, tenure and income eligibility requirements, sufficient documentation must be obtained to clearly indicate that the applicant's property also meets all applicable property eligibility requirements as described in Section 4.2.

The City will keep on file as documentation for each project:

- Income verification documents
- Ownership verification documents
- Property inspection documents (initial and final)
- Construction documents (specifications, contracts, and related items)
- Final acceptance of work (signed by homeowner)
- CDBG environmental review documents
- Lead based paint related documents.

7.4 Initial Property Inspection

Following eligibility determination and verification, the City's housing rehabilitation technician will arrange with the property owner a date and time in which to conduct an initial inspection of the property to be assisted.

The purpose of the initial inspection is to determine the scope of work to be accomplished with the rehabilitation of that property (i.e., the hard costs of rehabilitation). The initial inspection will be conducted in order to verify the presence and condition of all components, systems and equipment of the property owner's dwelling and property, and to identify any and all items that do not conform to Iowa Minimum Rehab/HQS Standards (as applicable) for inclusion in the work write-up for that dwelling.

Typically, the initial inspection is the first opportunity to meet face-to-face with the property owner(s). If the property to be assisted is target housing, meeting with the property owner(s) at their property for the purpose of conducting the initial inspection is an ideal time to discuss lead-based paint issues likely to impact their own project. Prior to conducting the initial inspection, the City's program administrator or rehabilitation technician needs to convey the first of several required lead-based paint related notices (if this has not transpired prior to the initial inspection).

The first notification requirement for target housing is to convey general information to the property owner about the dangers of lead-based paint. The City may use either the Environmental Protection Agency's (EPA's) standard pamphlet entitled "The Lead-Safe Certified Guide to Renovate Right" or the Iowa Department of Public Health's (IDPH's) standard pamphlet entitled "Lead Poisoning - How to Protect Iowa's Families" for this purpose.

Project files must be documented indicating that the property owner(s) has received this required notice. The City will use either the EPA Pamphlet - "Acknowledgement of Receipt" form or the IDPH Pamphlet - "Acknowledgement of Receipt" form for this purpose. Both acknowledgement of receipt forms require the property owner's signature and date of their receipt.

Project files must be documented with a copy of the initial inspection report, signed (or initialed) and dated by the City's staff who performed the initial inspection.

7.5 Work Write-Up (Project Specifications)

From the data and information gathered by the rehabilitation technician during the initial inspection, a work write-up (or project specifications as they are often referred to) will be generated. The work write-up is first used by the City in the formulation of a cost estimate. The work write-up eventually becomes a part of the bid documents needed for the procurement of a contractor(s).

All work write-ups will be written so that participating contractors that bid on the City's projects will submit itemized bids (i.e., an individual line-item cost for each individual line-item of the work write-up).

7.6 Cost Estimate

The City will prepare a written cost estimate of the hard costs of rehabilitation for each project following the initial inspection and formulation of a work write-up. The City's cost estimate will also be depicted in itemized form. The City's cost estimate will be identified as such, be signed (or initialed) by the rehabilitation technician that prepared it, and dated. The City's cost estimates must be included in individual project files.

The City's written cost estimate is formulated to initially determine if that project is financially feasible to undertake, and secondarily to ensure the cost reasonableness of contractor's bids that will be received for that project. ***The primary purpose for the City's written cost estimate is to establish the probable cost of rehabilitation (i.e., the hard costs of rehabilitation) as well as determine the basis for what needs to be accomplished to that dwelling (if target housing) from a lead hazard reduction standpoint. Lead hazard reduction requirements are based on the City's estimated cost of rehabilitation.*** (Refer to Section 7.10 for more detail on lead hazard reduction requirements).

7.7 Historical (Section 106) Clearance

Assisted properties may be of historical significance. Historic preservation requirements may have an impact on the City's work write-up (the original work write-up and/or the final, revised work write-up following any lead hazard reduction need determination if target housing). ***Individual projects assisted under the City's owner-occupied rehabilitation program that are not covered under the Programmatic Memorandum of Understanding between the IEDA and SHPO must be submitted individually to SHPO for Section 106 review and compliance.***

7.8 Infeasible Structures

Depending on the extent of the rehabilitation work (the hard costs of rehabilitation) necessary to bring a dwelling and the property as a whole into conformance with Iowa Minimum Rehab/HQS Standards (as applicable), the City may find a dwelling that is structurally and/or financially infeasible to rehabilitate. The City will apply the following formula to all projects in order to determine if that project is feasible for rehabilitation.

“If the City’s estimated cost of rehabilitation (the hard cost of rehabilitation) is at, or greater than, fifty percent (50%) of the replacement value for that size of unit, the proposed project will be considered infeasible to rehabilitate”.

NOTE 1: The estimated cost of rehabilitation would include all sources of funds, not just the City’s program funds.

NOTE 2: Replacement value will be based on eighty-five dollars (\$85) per square foot with no basement space figured in; not including porches, breezeways, or attached garages; and with no square footage cost differential in treating second (or more) floors in the computation of total square footage.

Where a dwelling is determined infeasible for rehabilitation using the above formula, the City reserves the right to withdraw its offer of financial assistance toward that project and to its property owner.

7.9 Level of Benefit / Financial Commitment

The level of benefit available to eligible applicants can best be described as the City’s preliminary projection of program funds to be applied toward a rehabilitation project (i.e., the hard costs of rehabilitation portion of the overall project only, and not including the direct administrative costs, lead hazard reduction costs, lead hazard reduction carrying costs, or temporary relocation costs that may be applied toward the total project).

Based on the City’s cost estimate, the after-rehabilitation value of the property will be determined and the determination will be made as to whether the applicant’s dwelling and property are feasible to rehabilitate. Using the City’s cost estimate, the City will first subtract the amount of all other sources of funds to be applied toward the rehabilitation costs of that project to arrive at the total amount of funds needed from the City’s program funds for the rehabilitation of that project.

In effect, the City can make a tentative financial commitment to the applicant for the rehabilitation work (the hard costs of rehabilitation) necessary to bring that dwelling into conformance with the applicable rehabilitation standards. The actual costs of rehabilitation, and from what sources of funds rehabilitation costs will be covered, may need to be reevaluated following the procurement of a contractor(s) when the actual rehabilitation cost of the project is known. The City’s focus at this point is only on the rehabilitation costs (i.e., those that will be secured against the assisted property owner’s property).

7.10 Target Housing—Lead Hazard Reduction

All target housing properties assisted with the City's program funds must comply with HUD's Lead Safe Housing Regulations. All lead based paint hazards must be identified and subsequently addressed (reduced) in target housing assisted with the City's program funds.

Lead hazard reduction activity will be conducted in conjunction and/or in combination with the rehabilitation work determined from the City's initial inspection and included in a final, revised work write-up prior to the procurement of a contractor(s). ***All assisted target housing (i.e., the entire dwelling and the property as a whole) with an assistance investment greater than \$5,000 must be made at least temporarily "lead safe" at the conclusion of clearance testing and final visual assessment.***

The determination of lead hazard reduction need is based on (and directly tied to) the City's estimated cost of rehabilitation for that project (the hard costs of rehabilitation). This determination is first based on the amount of program funds (and/or other HUD funds) to be used for rehabilitation, and secondly, based on the actual approach the City takes to physically determine the lead hazard reduction need (i.e., paint testing and risk assessment or the presumption of lead-based paint).

For target housing projects where the estimated cost of rehabilitation is \$5,000 or less in program funds (and/or other HUD funds), lead hazard reduction need is determined by testing all painted surfaces that will be disturbed by the rehabilitation activity. Painted surfaces found to contain lead-based paint (those that will be disturbed during rehabilitation) must be repaired if deteriorated paint or lead-based paint hazards are present. The work items specified in the City's final, revised work write-up (rehabilitation and lead hazard reduction activity combined) for the repair of such painted surfaces to be disturbed will include, or compensate for, the lead hazard reduction activity needed.

The City may presume that assisted target housing in this estimated rehabilitation cost range contains lead-based paint. Where lead-based paint is presumed to be present, testing of painted surfaces is not required. Where lead-based paint is presumed to be present, all painted surfaces disturbed during rehabilitation must be repaired and the lead hazard reduction need determined accordingly by the City's certified lead professional.

For target housing projects where the estimated cost of rehabilitation is between \$5,001 and \$24,999 in program funds

(and/or other HUD funds), lead hazard reduction need is determined by testing of painted surfaces to be disturbed by the rehabilitation activity and conducting a risk assessment of the entire property. From the paint testing and risk assessment results, all painted surfaces containing lead-based paint that will be disturbed during rehabilitation will be identified and all lead-based paint hazards (including dust-lead hazards and soil-lead hazards) will be identified.

Work items specified to reduce the lead-based paint hazards identified from the required paint testing and the risk assessment will be considered as “interim controls”. The interim controls specified in the City’s final, revised work write-up, in addition to the rehabilitation work items, will include, or compensate for, the lead hazard reduction activity (interim controls) needed.

Communities may also presume that assisted target housing in this estimated rehabilitation cost range contains lead-based paint. Where lead-based paint is presumed to be present, testing of painted surfaces and conducting a risk assessment is not required. Work items specified to reduce lead-based paint hazards presumed to contain lead-based paint will be considered as “standard treatments”. The standard treatments specified in the final, revised work write-up, in addition to the rehabilitation work items, will include, or compensate for, the lead hazard reduction activity (standard treatments) needed.

The determination of all lead hazard reduction activity needed to make a project lead safe following clearance testing results and final visual assessment that meet IDPH standards is first based on the amount of program funds (and/or other HUD funds) to be applied toward the hard cost of rehabilitation, and secondly, based on the approach the City takes for making this determination (i.e., paint testing and risk assessment or the presumption of lead-based paint).

Once all lead hazard reduction activity to be accomplished has been determined by the City’s certified lead professional, the City will compare these work items to its original initial inspection and work write-up that defines the rehabilitation work items to be accomplished. It is possible that one or more of the rehabilitation work items specified will effectively reduce or eliminate an identified (known or presumed) lead-based paint hazard(s). Where lead-based paint hazards will not be addressed with the specified rehabilitation work items, additional lead hazard reduction work items (i.e., interim controls or standard treatments) will need to be added to the rehabilitation work items. A final, revised work write-up is then generated that incorporates all rehabilitation work items and all lead

hazard reduction work items. This final, revised work write-up will then be used for the procurement of a contractor(s) to do the work.

The City must retain all original work write-ups and cost estimates and include them in the respective project files. Individual project cost estimates of the rehabilitation work items specified in the original work write-ups are the basis for determining what needs to be accomplished from a lead hazard reduction standpoint for each project.

The determination of lead-based paint hazards, regardless of the estimated cost of rehabilitation, can only be accomplished by certain Iowa-certified lead professionals. Paint testing and risk assessments can only be accomplished by lead professionals certified in Iowa as Lead Inspectors / Risk Assessors or Elevated Blood Lead (EBL) Inspectors / Risk Assessors. The determination of presuming that lead-based paint is present in target housing may be made by lead professionals certified in Iowa as Sampling Technicians or Lead Inspectors / Risk Assessors or Elevated Blood Lead (EBL) Inspectors / Risk Assessors. The required clearance testing and final visual assessment that follows completion of projects where lead hazard reduction activity occurred (regardless of the estimated cost of rehabilitation) may be conducted by any of the certified lead professionals referenced above. The City will employ all necessary Iowa-certified lead professionals.

There are notification requirements associated with the identification of lead-based paint hazards in target housing assisted with program funds (and/or other HUD funds).

Where the City conducts paint testing and risk assessments to determine the lead hazard reduction need, the City must convey to the assisted property owner the "Notification of Lead- Based Paint Inspection and Risk Assessment" form. This notification must be conveyed to the assisted property owner no later than fifteen days after the testing results have been received by the City (if applicable) and the evaluation (risk assessment) has been completed. A Lead Based Paint and Risk Assessment report must be prepared in accordance with the requirements found in the IDPH's 641-Chapter 70 IAC.

Where the City presumes that lead-based paint and/or lead- based paint hazards exist in assisted target housing, the City must convey to the assisted property owner the "Notification That Lead-Based Paint or Lead-Based Paint Hazards are Presumed to be Present" form. This notification must be conveyed to the assisted property

owner no later than fifteen days after the presumption determination was made. A Visual Risk Assessment report must be prepared in accordance with the requirements found in the IDPH's 641-Chapter 70 IAC.

Any rehabilitation work that disturbs painted surfaces (i.e., paint that is known or presumed to be lead-based paint) and any other lead hazard reduction activity not accomplished with the rehabilitation work items (excluding the allowable de minimis areas), can only be accomplished by contractors who have been trained in safe work practices.

7.11 Contractor Requirements

In order to participate as a contractor in the City's owner-occupied rehabilitation program, the following minimum requirements must be met. All contractors must:

- ***Be registered with the State of Iowa, Department of Labor;***
- ***Meet any and all local or state licensing requirements;***
- ***Be able to provide evidence (i.e., certificate of successful completion and satisfactory test results) that all workers under his / her employ (i.e., employees and/or subcontractors and their employees) who will be involved in any rehabilitation that disturbs painted surfaces (known or presumed to be lead based paint) or any lead hazard reduction activity, have been trained in safe work practices as required by HUD's Lead Safe Housing regulations and the IDPH's 641-Chapter 70 IAC;***
- ***Provide current and active insurance certificates that document sufficient insurance coverage; and***
- ***Be approved by the IEDA as not being on the U.S. Department of Housing and Urban Development (HUD's) or the U.S. Department of Labor's (DOL's) lists of debarred or suspended contractors.***

7.12 Contractor Procurement

The procurement of contractors for individual rehabilitation projects (including any lead hazard reduction activity), or various components of rehabilitation projects, where projects are broken down into components, will be undertaken by the City. Contractors will be procured through a competitive sealed bids procurement process.

Upon completion of the final work write-up and bid documents, the City will publicly advertise for bids in at least one local newspaper of general circulation. In addition to publicly advertising, all known area contractors (those contractors identified through the City's contractor marketing efforts

and that meet the requirements of Section 7.11 above) will be notified, in writing, inviting them to bid on the City's projects as they are undertaken. Invitations to bid should also be sent to the IEDA recommended plan review rooms and area clearinghouses as well.

The City's publicly advertised bidding process will allow sufficient time for contractors to compile and submit their bids. Bids will be opened publicly at a specified date, time and place. The lowest, responsible bidder will be awarded the contract subject to bid verification and acceptability. A responsible bidder is a contractor that has met the requirements of Section 7.11 above and all other material terms and conditions of the bid documents. ***Contractor's bids need to be typewritten or completed in ink. Contractor's bids submitted in pencil will not be accepted.***

Following the opening of all bids, the City will perform a verification of the bids received (i.e., to ensure true itemized bids submittal, to verify and to recalculate the contractor's figures, to consider any alternate bids sought after and received, etc.). A bid tabulation (summary) sheet will then be prepared by the City reflecting all bids received. All contractors submitting bids must also include a non-collusion affidavit with their submissions.

The successful bidder(s) will be notified, in writing, of the City's intent to award them a contract. All unsuccessful bidders will also be notified, in writing, by the City.

7.13 Contract Execution

Following contractor(s) procurement, but prior to the award of a construction contract(s), the City will reevaluate the amount of assistance to be applied toward that project, secure all non-program funds and finalize its financial commitment of program funds to that property owner. The City's loan documents (the five-year receding forgivable loan) will be prepared for signing.

Following notification(s) of award to the successful contractor(s), arrangements will be made with all parties to formally execute the rehabilitation construction contract(s). Prior to contract(s) execution, the successful contractor(s) must submit a complete list of the materials and equipment suppliers and a complete list of subcontractors intended to be used. Concurrent with the signing of a contract(s), the property owner will execute the promissory note and mortgage lien and/or repayable loan documents discussed in Section 6.0.

Following contract(s) execution, the City will issue a notice(s) to proceed to the contractor(s), all contracts entered into. Where projects are accomplished with several individual contracts in lieu of one general

contract, the timing and coordination of issuing notices to proceed will need to be considered and handled accordingly.

Frequently, contract execution and loan documents signing, as well as obtaining the contractor(s) lists of suppliers and subcontractors and the actual issuance of the notice(s) to proceed, will actually take place during the scheduled pre-construction conference required to be held.

7.14 Pre-Construction Conference

Prior to the start of construction, the City will hold a pre-construction conference with the property owner and the contractor(s) awarded the contract(s). At the pre-construction conference, the final work write-up(s) (project specifications) will be reviewed by all parties, line item by line item, to ensure a thorough understanding of the work to be accomplished. Additional topics to be discussed at the pre-construction contract include, but are not limited to:

- ***Timing and coordination of the sequence of the work (especially when and where lead hazard reduction activity or rehabilitation work that disturbs painted surfaces, known or presumed to be lead based paint, are to be accomplished, and/or if the project entails multiple contracts covering various components of the entire project);***
- ***Temporary relocation, limited access to living areas, and coordination of household schedule with lead-based paint work activity issues, as applicable (i.e., conveyance of the details of the City's temporary relocation offering and options, responsibilities, timing and coordination, packing and moving, storage, secured property owner non-access to work area(s) during interior lead hazard reduction work, specialized cleaning, clearance testing and final visual assessment, and the City's authorization of re-occupancy following completion and successful clearance testing); and***
- ***Safe work practices and OSHA requirements, as applicable.***

Additionally, the responsibilities of all parties to the contract(s) need to be thoroughly discussed. The various processes and procedures involved in completing the project also needs to be covered (e.g., change order procedures, contractor payment processes, various lead hazard reduction requirements, grievance / dispute resolution procedures, etc.).

The required pre-construction conference, where all parties to the contract(s) are together, provides the contractor(s) an opportunity to issue

the required Iowa Department of Public Health's Pre-Renovation Notification (all target housing) if this has not transpired before this meeting. The City should ensure that this takes place and ***obtain a copy of the executed pre-renovation notification form for its project files.***

7.15 Target Housing—Occupancy

Scheduling the Lead-Based Paint Work

The City will first coordinate with its contractors and property owners, the timing and sequence of all non-lead-based paint related interior and exterior rehabilitation work (i.e., those items that do not disturb painted surfaces; those items disturbing painted surfaces that are documented as not being lead-based paint; or those items that fall within the allowable de minimis areas), and any exterior lead-based paint related rehabilitation work and/or exterior lead hazard reduction activity, so that all of this work combined is accomplished prior to the start of any interior lead-based paint related rehabilitation work (i.e., interior work that disturbs painted surfaces, known or presumed to be lead-based paint, and/or any interior lead hazard reduction activity).

Worksite Restricted Entry and Security

No Occupants at Worksite: Occupants shall not be permitted to enter the worksite during lead hazard reduction activities until after hazard reduction work has been completed and clearance has been achieved.

Protection of Occupants' Belongings: The dwelling and worksite shall be secured against unauthorized entry and occupants' belongings shall be protected from contamination during hazard reduction activities by relocating or covering and sealing all belongings.

Occupant Protection Measures

All households will be provided the option of temporary relocation.

Households with children under six years of age and/or a pregnant woman (if known) must be temporarily relocated as described below in the Temporary Relocation section.

Households that will not have safe access to sleeping areas, bathroom, and kitchen facilities outside the sealed work area must

be temporarily relocated as described below in the Temporary Relocation section.

Households that live in houses that will require more than five calendar days to complete the lead hazard reduction activity for the interior of the house must be temporarily relocated as described below in the Temporary Relocation section.

Households that are not required to temporarily relocate and do not choose temporary relocation will be required to vacate the house during the work hours and have no access to the worksite when in the house after work hours except for households where all occupants of the house are at least 62 years old. The requirements that apply to projects where the households do not temporarily relocate (except for households where all occupants are at least 62 years old) are described in the “Eight Daytime Hours or Five Calendar Days” section.

Households that that do not include any person under 62 years old and that have received complete disclosure of the nature of the work are not required to leave the house if there will be safe access to sleeping areas, bathroom, and kitchen facilities outside the sealed work area (worksite) and if each occupant of the house signs an “Elderly Waiver for Relocation.” A sample “Elderly Waiver for Relocation” is included with Lead Safe Housing Regulations and Forms in Appendix to Chapter 4.

7.16 Eight Daytime Hours or Five Calendar Days

Eight Daytime Hours: Treatment of the interior will be completed within one period of 8-daytime hours, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, and treatment does not create other safety, health or environmental hazards (e.g., exposed live electrical wiring, release of toxic fumes, or on-site disposal of hazardous waste).

Or

Five Calendar Days: Treatment of the interior will be completed within 5 calendar days, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, treatment does not create other safety, health or environmental hazards; and, at the end of work on each day, the worksite and the area within at least 10 feet (3 meters) of the containment area is cleaned to remove any visible dust or debris, and occupants have safe access to sleeping areas, and bathroom and kitchen facilities.

Prior to the start of the lead hazard reduction work the worksite shall be sealed to prevent the release of leaded dust, and to contain lead-based paint chips and other debris from hazard reduction activities within the worksite until they can be safely removed. A warning sign shall be posted at each entry to a room where hazard reduction activities are conducted.

For either Eight Daytime Hours or for Five Calendar Days, the work area will be sealed and no occupant will enter the work area until all such work has been completed AND successful clearance testing and final visual assessment results meeting IDPH standards has been achieved.

7.17 Temporary Relocation

Temporary relocation is required for the following households during interior work in target housing that disturbs areas that have or are presumed to have lead-based paint:

- all households with children under six and/or a pregnant woman (if known)***
- for projects where there will not be safe access to sleeping areas, bathroom, and kitchen facilities during the lead hazard reduction work***
- for projects that will require more than five days to complete the lead hazard reduction work***
- any household that requests temporary relocation***

The relocated households and their personal belongings will be fully protected during any rehabilitation work that disturbs painted surfaces (known or presumed to contain lead-based paint) and during any lead hazard reduction activity. Any personal belongings not temporarily relocated (e.g., large pieces of furniture, etc.) will be protected (e.g., covered and sealed) so that they will not become contaminated with lead-contaminated dust or construction debris during such interior work.

The household will be relocated to a suitable, safe / decent / sanitary living arrangement that is free of any lead-based paint hazards (post-1978 unit or clearance examination). Temporary relocation will continue to be provided until the interior lead- based paint related work has been completed, the work area(s) thoroughly cleaned (using HUD recommended specialized cleaning methods) and clearance testing and final visual assessment (interior or exterior) has been conducted with results achieved that meet IDPH standards.

The City will not authorize entry or re-occupancy of the assisted property by the relocated household until all such work has been completed and successful clearance testing and final visual assessment results meeting IDPH standards has been achieved.

Some, if not all, of the relocated household's belongings must also be temporarily relocated (or adequately protected), prior to the start of such interior work. The occupant's belongings will be relocated to a safe and secure location (e.g., a lockable storage facility) accessible only to their owners. Any personal belongings not temporarily relocated (such as large pieces of furniture) must be covered and sealed to prevent possible contamination from lead-contaminated dust or construction debris during interior lead-based paint related rehabilitation and/or lead hazard reduction activity.

7.18 Construction Supervision

Throughout the term of construction and/or lead hazard reduction activity, all individual rehabilitation projects, the City will oversee the work of the contractor(s) and any subcontractors doing the work.

Construction supervision will be accomplished primarily through periodic and frequent work-in-progress inspections by the City's rehabilitation technician. Inspections relating to contractor payment requests, any City required (e.g., building or housing code required) inspections, and any inspections relating to change order requests will all occur as necessary.

Periodic inspections / construction supervision may also be necessary during rehabilitation that disturbs painted surfaces, known or presumed to contain lead-based paint, and/or during lead hazard reduction activity as well as during cleaning done for the purpose of clearance testing and final visual assessment. The primary purposes of these inspections are to ensure that contractors are following required safe work practices and applicable OSHA requirements. The City's rehabilitation technician should wear appropriate protective clothing and equipment during such inspections.

All inspections must be documented in individual project files.

The main purpose of construction supervision is to ensure that all work specified in individual project work write-ups is completed, completed in a satisfactory workmanship-like manner, and completed in a timely manner.

7.19 Change Orders

During the course of construction, the City may find it necessary to change the work write-up on any given project. Changes occur with any addition to or with any deletion of items to be accomplished, or with any other change that may occur to the original, as-bid, work write-up that alters the scope of work in any way. Change orders are needed for any and all substitutions that are made to the project as well, even if the dollar value of that work item remains unaffected. Change orders are also needed for time extensions to a rehabilitation construction contract.

Any and all changes to the contract work write-up require a fully executed change order signed by all parties to the contract. Change orders need to be contained in individual project files.

Change orders are an extension of the original project specifications (work write-up). Change orders need to detail all changes, be clear, concise and accurate, and be prepared individually listing all items if more than one item is included in the change order. The contractor's costs associated with all items listed within change orders must also be itemized.

7.20 Contractor Payment Procedures

All payments to contractors are to be based on work completed at the time of the payment request. With all payment requests received by the City, the City's rehabilitation technician will make an inspection to verify that work (work for which payment is sought) has been completed. No payment requests will be honored prior to the City conducting an inspection.

All materials, supplies and equipment purchased by the contractor(s) (including subcontractors) for a particular rehabilitation project must be satisfactorily installed prior to the City making payment for those items on that project. Payment requests for materials, supplies and equipment stockpiled on a job site and not yet installed will not be honored until the contractor (or subcontractor) has satisfactorily installed them.

Contractors may be paid lump sum at the completion of projects, or may seek partial payments throughout construction with a final payment request at the completion of the project. The City will withhold a minimum of twenty percent (20%) from all partial payment requests received from contractors. This twenty percent (20%) withholding may be reduced to a lesser amount if the City requires participating contractors to be bonded.

All withholding from partial payment requests will be paid to the contractor with the final payment request.

In addition to a required inspection prior to making payment to contractors, the City must receive fully executed lien waivers from contractors for all materials and supplies, equipment, and labor costs for which payment is being sought. Where partial payment requests are made by contractors, fully executed partial lien waivers are also necessary prior to the City honoring the contractor's partial payment request.

Specifically, all fully executed lien waivers applicable to the first partial payment request must be received by the City before payment will be made on the contractor's second partial payment request. Subsequent partial payment requests will follow this procedure, whereby lien waivers for the previous partial payment request are required prior to the City honoring subsequent partial payment requests. For final payment, fully executed lien waivers are required prior to the City honoring the final payment, including the payment of funds previously withheld (retainage) from partial payments.

All lien waivers received from contractors (partial and final lien waivers) need to be reviewed and checked against the "Project Subcontractors / Suppliers" list that submitted by the contractor prior to the start of construction.

Any target housing assisted with the City's program funds (and/or other HUD funds) that involves rehabilitation that disturbs painted surfaces, known or presumed to be lead based paint, and/or lead hazard reduction activity will require thorough, specialized cleaning and clearance testing and final visual assessment following the completion of such work. Final payment(s) to the contractor(s) will not occur prior to successful clearance testing and final visual risk assessment results meeting IDPH standards.

The property owner's concurrence and acceptance of all work for which payment is being sought must be obtained prior to the City making any partial or final payments to contractors. Refer to Section 7.21 below regarding property owner concurrence and acceptance of final payment.

7.21 Project Completion / Acceptance

Upon completion of the project (all work except the interior rehabilitation that will disturb painted surfaces, known or presumed to contain lead based paint, and/or interior lead hazard reduction activity accomplished in target housing), the City will conduct a final

inspection of the rehabilitation work accomplished on that project (including exterior lead hazard reduction activity work if applicable).

The final inspection will be conducted by the program administrator and/or rehabilitation technician in the presence of at least one representative of the City's Rehabilitation Committee and in the presence of the property owner. It is desired that the contractor(s) attend the final inspection to make note of and to clarify any unfinished and/or questioned work.

The final inspection is made to ensure that all work was completed and was accomplished in accordance with the work write-up and any change orders that were issued, and to ensure that work was accomplished in a satisfactory manner.

Should any rehabilitation work items remain unfinished or in need of rework, a punch-list will be formulated by the City (or its representative) and presented to the contractor(s) for finalization prior to final acceptance and final payment authorization. If work or rework remains, a time frame for completion of such items will also be specified in the punch-list.

For assisted target housing projects involving any interior lead hazard reduction activity, the final inspection is conducted for all rehabilitation work items and/or exterior lead hazard reduction items except the interior rehabilitation work that will disturb painted surfaces (known or presumed to be lead based paint) and/or interior lead hazard reduction activity to be accomplished. In effect, this is an intermediate final inspection. Therefore, all other (non-interior lead-based paint related) work needs to be completed, inspected and accepted prior to the contractor(s) commencing with the interior rehabilitation that will disturb painted surfaces (known or presumed to be lead based paint) and/or interior lead hazard reduction activity.

Temporary relocation will not occur until all other (non-interior lead-based paint related) work has been completed, inspected and accepted. Once the intermediate final inspection has occurred and the occupants and their belongings relocated the interior rehabilitation that disturbs known or presumed lead-based paint and/or lead hazard reduction activity can commence.

As an alternative, reverse work sequencing will be allowed if it better fits the work schedule of the contractor and/or the occupant. If reverse work sequencing is implemented, all interior rehabilitation work that does not disturb painted surfaces and/or does not involve interior lead hazard reduction activity needs to be completed and accepted initially. Temporary relocation will then occur, at which time the interior rehabilitation that disturbs known or presumed lead-based paint and/or interior lead hazard reduction activity can then commence. Upon

completion of this work, clearance testing – including a final visual risk assessment – will be conducted on the interior of the dwelling. In effect, this is a partial final visual risk assessment (interior of the dwelling only). After successful clearance testing, the City will authorize re-occupancy of the assisted property. Subsequent to re-occupancy, all exterior rehabilitation work items and all exterior lead hazard reduction items will then commence. Upon completion of this work the City will conduct a final inspection of all rehabilitation work and lead hazard reduction activity accomplished on the project. At or prior to the final inspection clearance testing and a visual risk assessment will be completed, if applicable, on all of the exterior work accomplished.

Upon completion of the interior lead-based paint related work, specialized cleaning procedures of the affected interior work areas must occur (in accordance with HUD guidelines) and prior to the City conducting the required clearance testing and final visual assessment.

Clearance testing and a final visual assessment must follow the completion of all lead-based paint related work. Clearance testing must be accomplished in accordance with the Iowa Department of Public Health's requirements found at 641-Chapter 70 of the Iowa Administrative Code. Clearance testing results must meet the applicable IDPH standards. If clearance testing fails to meet the applicable IDPH standards, the affected work areas must be re-cleaned by the contractor(s) responsible for this and clearance testing must be re-conducted. This process continues until the project meets IDPH clearance testing standards, including the final visual assessment.

Program funds are to be used only for the initial cost of cleaning for clearance testing. If clearance testing fails to meet the applicable IDPH standards, any and all costs associated with subsequent re-cleaning needs to be borne by the contractor(s) responsible for this. It is extremely important for contractors to follow safe work practices and to thoroughly clean affected work surfaces with the initial cleaning so that successful clearance testing results and successful final visual assessment results are achieved with the initial clearance testing and final visual assessment.

The City will use the "Notification of Lead Based Paint Hazard Reduction Completion and Final Visual Risk Assessment and Clearance Testing Results" form to document its clearance testing results as well as to notify the property owner as required. This form serves as the required notification as well as the IDPH (641-Chapter 70 IAC) required report.

The clearance test and final visual assessment will serve as the “final” final inspection for assisted target housing that includes any interior lead-based paint related work. Assisted target housing involving any interior rehabilitation that disturbs painted surfaces (known or presumed to be lead-based paint) and/or any interior lead hazard reduction activity will effectively entail two final inspections.

When all work is determined to have been satisfactorily completed, the City will execute a Final Completion and Acceptance form. This form requires the actual date of completion and acceptance as well as the signatures of all parties to the contract(s). The date on the Final Completion and Acceptance form signifies the start of the required period (term) tied to the City’s receding forgivable loan.

Following the execution of the Final Completion and Acceptance form, the City can issue the final payment and the payment of all withholding (retainage) from previous partial payment requests paid, once all lien waivers have been executed by the contractor and are in the City’s possession. Prior to making final payment and the payment of withheld funds to the contractor, all manufacturer’s and supplier’s warranties must have been conveyed to the property owner by the contractor. An “Anti-Kickback Statement” should also be executed prior to the City making final payment to the contractor.

7.22 Financial Management

Payments for rehabilitation and administrative costs will be made from City funds and then submitted for reimbursement from IEDA at least every six (6) months. Each draw down will document expenditure and amount of local committed toward that expense.

8.0 Program Administration

8.1 Responsibilities of Parties

8.1.a. City

The overall authority for the implementation and administration of the City’s owner-occupied rehabilitation program is with the City itself. This responsibility rests with the chief elected officials of the City (i.e., the mayor and City council or the board chair and supervisors).

The primary responsibility of the City is to ensure that the program is carried out in accordance with its contract with the Iowa Economic Development Authority (IEDA), and to ensure compliance with all applicable state and federal requirements governing the program funds associated with the City's owner-occupied rehabilitation program.

Any necessary amendments to this Administrative Plan will require the review and approval of the City Council.

The City will refer to 24.CFR.570.611 (CDBG Regulations on conflicts of interest) should a potential conflict of interest arise and follow guidance provided in these Regulations.

8.1.b. Rehabilitation Committee

The City will establish a local oversight committee. This Rehabilitation Committee will be appointed by the chief elected official and be charged with certain programmatic responsibilities. At least one City representative (a City Councilperson or County Board Supervisor) will serve on this committee. Responsibilities of the Rehabilitation Committee include, but are not limited to:

- ***Grievance and dispute resolution responsibilities***

8.1.c. Program Administrator and/or Rehabilitation Technician

The City will designate certain staff for the day-to-day programmatic administrative responsibilities. This may be City staff or designated staff of a third party entity under contract with the City. Those responsible for the day-to-day programmatic administration may be one or more persons.

The primary responsibilities of the program administrator and/or rehabilitation technician include, but are not limited to:

- Marketing of the program to applicants and contractors;
- Application intake and processing;
- Ranking of applications received;
- Property and applicant eligibility determination processes;
- Verification of applicant information received documenting their eligibility to participate;
- Initial inspections;
- Work write-ups;
- Cost estimates;

- Historical clearances;
- Feasibility determinations;
- Level of benefit and determination of amount of assistance;
- The determination of lead hazard reduction need for all assisted target housing (recall that this can only be accomplished by Iowa-certified Sampling Technicians, Lead Inspectors / Risk Assessors, or Elevated Blood Lead (EBL) Inspectors / Risk Assessors);
- Revisions and finalization of individual project work write-ups, as applicable;
- Contractor procurement;
- Contracting;
- Temporary relocation (as applicable);
- Construction supervision (inspections, change orders, contractor payments, lead hazard reduction oversight, etc.);
- Project completion, final inspection(s), clearance testing and final visual assessment (as applicable) and final acceptance;
- **Grievance and dispute resolution responsibilities**; and
- Progress reporting to the Rehabilitation Committee, the City and the IEDA.

9.0 Grievance and Dispute Resolution

Step 1: Any grievances or disputes arising between a property owner and the contractor(s) will initially be mediated by the City's program administrator and/or rehabilitation technician. It is the grieving (or disputing) party's obligation to contact the City's program administrator and/or rehabilitation technician with a detailed account of the issue(s) comprising the grievance or dispute. The program administrator and/or rehabilitation technician will make a determination of resolution on the issue(s) brought to their attention and convey to both the property owner and the contractor a course of action to be taken, in what time frame, and by whom.

Step 2: Should either party contest the City's program administrator's and/or rehabilitation technician's initial decision, a request for an appeal hearing by the City's Rehabilitation Committee may be made. This request must be made in writing. The City's Rehabilitation Committee will set a date, time and place for this appeal hearing and notify the parties of same. The Rehabilitation Committee will make their determination at, or shortly after, their meeting and convey their determination of resolution to the issue(s) raised, in writing, to both parties. The Rehabilitation Committee's determination will convey to both parties a course of action to be taken, in what time frame, and by whom.

Step 3: Should either party contest the Rehabilitation Committee's decision, a request to appeal this decision may be made to the City's governing body

(i.e., mayor and City council; chair and board of supervisors; etc.). The decision of the City's governing body will be conveyed, in writing, to both parties. The governing body's determination will convey a course of action to be taken, in what time frame, and by whom. The decision of the City's governing body will be final and binding on all parties.

Step 4: In the event that the grievance or dispute remains unresolved to the satisfaction of either party, the right to file legal action remains the last and only recourse available to the grieving or disputing party.

Should a grievance or dispute arise between either the property owner or the contractor and the City's program administrator and/or rehabilitation technician, the procedure to follow is the same as described above, except that Step 1 would be omitted.

Written grievances or disputes that are received by the IEDA directly (or indirectly) from a property owner, the contractor or a representative of the property owner or contractor will be forwarded to the City for resolution. Resolution is to follow the above described process.

9.1 Written Relocation Policy Guide

The City's written relocation policy must be submitted to IEDA as Exhibit A to the Administrative Plan as a condition of the contract with IEDA. The policy at a minimum must include the following information:

- When relocation is required under the program and how long temporary relocation will typically last
- How much notice will be provided to move and return
- What constitutes an appropriate relocation unit (must be post-1978 or documented as lead-safe by a clearance examination)
- Whose responsibility it is to identify a temporary unit
- What costs may be covered such as a unit provided, units at selected lodging paid directly, meal allowance if there are no cooking facilities, etc.
- How payments will be made

**CITY OF STORM LAKE
TEMPORARY RELOCATION POLICY
2019 HOUSING REHABILITATION PROGRAM**

All households will be provided the option of temporary relocation.

Households that must be temporarily relocated are:

- ***Households with children under six years of age and/or a pregnant woman (if known);***
- ***Households that will not have safe access to sleeping areas, bathroom, and kitchen facilities outside the sealed work area;***
- ***Households that live in houses that will require more than five calendar days to complete the lead hazard reduction activity for the interior of the house.***

Households that are not required to temporarily relocate and do not choose temporary relocation will be required to vacate the house during the work hours and have no access to the worksite when in the house after work hours except for households where all occupants of the house are at least 62 years old. The requirements that apply to projects where the households do not temporarily relocate (except for households where all occupants are at least 62 years old) are described in the “Eight Daytime Hours or Five Calendar Days” section.

Households that do not include any person under 62 years old and that have received complete disclosure of the nature of the work are not required to leave the house if there will be safe access to sleeping areas, bathroom, and kitchen facilities outside the sealed work area (worksite) and if each occupant of the house signs an “Elderly Waiver for Relocation.” A sample “Elderly Waiver for Relocation” is included with Lead Safe Housing Regulations and Forms in Appendix to Chapter 4.

In accordance with Federal and State Regulations, to participate in the Housing Rehabilitation Program, the homeowner must agree to relocate all occupants of the home during the time the interior lead-hazard reduction activities are under completion and required clearance testing is finalized. The Housing Rehabilitation Program is considered a voluntary program (not mandatory rehabilitation program) and therefore temporary relocation payments are not required. The City can, however, offer temporary relocation compensation to assist homeowners as partial coverage for costs associated with the temporary relocation time period. It is acknowledged by all parties that this is not meant to be full compensation to the homeowner for temporary relocation expenses.

Through Program Funding, partial compensation for temporary relocation will be based on the following criteria:

- 1) The City's Program Administrators must approve the temporary relocation living quarters. Homeowners must relocate to a motel, hotel or other approved location. Homeowners will not be able to relocate to any house built prior to 1978 unless authorized by the City's Program Administrators. Homeowners will be required to provide documentation of temporary living quarters as required by Program Administrator (i.e., copies of hotel receipts, etc.) After approval of temporary relocation living quarters, the homeowner will be expected to make all arrangements for reservations, etc.
- 2) The homeowner will also be required to make arrangements for the moving and storage of any possessions, as required.
- 3) Homeowners will not have access or be able to enter their homes or use their property in any way during the lead-based paint hazard reduction activities. This is also applicable to any friends, family or representatives of the homeowner. Homeowners will be notified that it is within the rights of the Contractor to change the locks or provide temporary locks on the house so that homeowners will not be able to enter the property.
- 4) The homeowner will be required to sign an Agreement which will hold the City harmless from all liability in the event the homeowner suffers from any damages, personal injury, or theft during the temporary relocation period. (A copy of this Agreement is attached.)
- 5) Reimbursement to assist towards homeowner's temporary relocation costs will be paid based on the following:

Hotel/Motel/Nightly Rental Facility - If family plans to relocate to a hotel, motel, inn, or any other nightly rental, homeowner must provide verification from facility of total cost for such reservation directly to the City's Program Administrator for review of budget prior to authorization of temporary relocation facility. (Verification from facility shall also state whether or not the rental room has a microwave and/or refrigerator provided and whether or not breakfast is provided.) If authorized, homeowner will be responsible to finalize reservation under their name and make required financial arrangements for securing of such reservation.

Number of rooms required by family will be authorized by the Program Administrator based on family size and ages of children. Room cost shall not exceed \$100.00/room (excluding tax). Any amount over that will be the responsibility of the homeowner. Any amount under that will not be paid to the homeowner.

Upon check-out, the homeowner will be required to provide copies of receipt(s) to the Program Administrator for reimbursement of cost up to, and not beyond, amount previously authorized. Any costs reimbursed above previously authorized amount will need to be reviewed on a case-by-case basis (i.e., if the homeowner is required to remain out of the house for a longer period than originally anticipated, they may need to stay at rental facility longer and have additional nights charged.)

Friends/Family - If family relocates to a friend's or family member's house (as approved by Program Administrator), there may be review of compensation towards additional utilities at temporary relocation unit, additional driving distance for homeowner to drive to work and/or school, etc. These will be reviewed on a case-by-case basis.

Food Allowance – Partial reimbursement towards food allowance will only be provided in the case of the family relocating to a rental facility where they will not have access to a kitchen, or they do not have access to a microwave/refrigerator in the rental room, or they will not be able to dine at a friend's/family member's house within the area. Payment will be based on family size and shall be up to: \$10.00/day (for family size of 1), \$15.00/day (for family size of 2), \$20.00/day (for family size of 3+). Calculation and means used to verify will be at the discretion of the Administrator and reviewed on a case-by-case basis. If it is known that the homeowner has entered the home during the temporary relocation activity, homeowner will be required to reimbursement this allowance.

Storage – If it is required and authorized by the Program's Housing Inspector that the homeowner store any possessions outside of the home during the interior lead-hazard reduction and the homeowner has no options of storage but to pay rental towards such a storage facility, Program Administrator will work with homeowner to find such facility and reimbursement may be reviewed and authorized under Program Funding. If it is not required that the homeowner store possessions outside of the home but elects to do so, no payment will be made through Program Funds towards rental of such facility.

Pet Boarding – Homeowner may be required to temporarily relocate pets and may be eligible for boarding fees. Calculation and means used to verify will be at the discretion of the Administrator and reviewed on a case-by-case basis.

While there may be other costs for the homeowner during the temporary relocation process, the City will not pay for any additional costs incurred by the homeowner. It is acknowledged by all parties that since this is a voluntary Program, this is not meant to be full compensation to the homeowner for temporary relocation expenses.

**HOMEOWNER TEMPORARY RELOCATION AGREEMENT
CITY OF STORM LAKE OWNER-OCCUPIED REHABILITATION PROGRAM**

HOMEOWNER: _____

ADDRESS: _____

1. I/We acknowledge that the City of Storm Lake's Owner-Occupied Housing Rehabilitation Program is a voluntary Program and not a mandatory Program and that we have been notified that we will not receive full reimbursement for all of our costs associated with this temporary relocation.
2. I/We acknowledge that Temporary Relocation under the Program's Guidelines is not voluntary and is mandatory. We understand that this can only be waived if we qualify as a household that does not include any person under 62 years of age and that we have received complete disclosure of the nature of the work and only if safe access to sleeping areas, bathroom, and kitchen facilities outside the sealed work area (worksites) are provided. After review by the Administrators, if we qualify for such a waiver, we will sign an "Elderly Waiver for Relocation." We understand that if we do not qualify under those requirements, we cannot waive the temporary relocation requirement.
3. I/We acknowledge receipt of the work write-up pertaining to the rehabilitation of my/our home, which incorporates all rehabilitation work items and all lead hazard reduction work items. I/We agree to temporarily relocate away from my/our home immediately prior to the start of any Lead Safe Work Practices work items. If I/we do not relocate at that time, I/we understand that all contracts and agreements, both written and oral, previously entered into and pertaining to the rehabilitation of my/our home, will become null and void, and the cost of any rehabilitation work that has been completed will become my/our responsibility, and will be due and payable immediately by me/us.
4. I/We understand that during the lead-based paint hazard mitigation process, I/we will not have access to or be able to enter my/our home. I/We understand that this is also applicable to any friends, family or representatives of me/us. I/We have been notified that it is within the rights of the Contractor to change the locks or provide temporary locks on the house. I/We also understand that violation of this restriction may constitute cancellation of my/our assistance.
5. I/We agree that I/we will receive a partial payment to help pay the cost of temporary relocation in an amount as set forth in a schedule by the City, and contingent on whether I/we am/are temporarily relocating to a hotel/motel or the approved house of a friend or family member. **I/We acknowledge that the Housing Rehabilitation Program is a voluntary program (not mandatory rehabilitation) and therefore temporary relocation payments are not**

required. Any payment received is not meant to be full compensation to me/us for temporary relocation expenses.

6. I/We understand that there may be other costs incurred by me/us during the temporary relocation process that will not be covered and the City will not pay for these additional costs incurred.
7. I/We agree that I/we must relocate to a hotel/motel, or other approved location, and will report and provide any such documentation to the City as deemed necessary in verification of my/our arrangements. I/We understand that I/we will be unable to relocate to any house or apartment built prior to 1978 unless authorized by the City's Program Administrators. The Program Administrators will provide assistance in determining an appropriate facility. I/We will provide address and phone number of my/our temporary relocation quarters.
8. I/We understand that I/we must make all arrangements for my/our temporary relocation living quarters, upon approval of the Program Administrator, and for moving and storage requirements of any items that the Rehabilitation Inspector deems necessary.
9. I/We agree that upon the satisfactory completion of all of the Lead Safe Work Practices work items, and upon notice from the Program Administrator that I/we may return to my/our home, I/we will immediately vacate my/our temporary living quarters. I/We understand that failure to do so means that all contracts and agreements, previously entered into and pertaining to the rehabilitation of my/our home, will become null and void. The cost of all the work (the entire cost of the rehabilitation project) will then become my/our responsibility, and will be due and payable immediately by me/us.
10. I/We agree to hold harmless the City of Storm Lake from all liability in the event I/we suffer any physical property damage, bodily injury, and/or thefts during the temporary relocation process.

By signing below, I/we certify that I/we have read and fully understand this Relocation Agreement and agree to all conditions.

Date

Signed –

NOTE: Households that do not include any person under 62 years old and that have received complete disclosure of the nature of the work are not required to leave the house if there will be safe access to sleeping areas, bathroom, and kitchen facilities outside the sealed work area (worksite) and if each occupant of the house signs an “Elderly Waiver for Relocation.”

Elderly Waiver for Temporary Relocation

City of Storm Lake

I, _____, the undersigned,

_____ choose to remain in my home while rehabilitation work by the City of Storm Lake is being performed.

_____ choose to relocate to another unit while the work is being performed.

I have made this choice having read and understood the following:

1. I am at least 62 years old.
2. My home was built before 1978.
3. I have received the pamphlet “Protecting Your Family from Lead in Your Home” and I am aware of the health hazards that are posed by lead-based paint.
4. I have been given a description of work that will be done in my home and understand that during the course of the work, lead hazards may be created in the work area. These hazards will be fixed before the job is considered complete.
5. I may stay in my home, but I may not enter the work area while work is being performed.
6. I certify that no children under age six or women of childbearing age currently live in the unit or spend significant amounts of time in the unit
7. I certify that until the work under lead-hazard reduction, the cleaning and the testing is completed and passed, I will not allow any children under the age of six or women of childbearing age to visit my home.
8. I understand that allowing children under age six or women of childbearing age to visit my home while work is being done may pose a risk to their health.
9. I waive rights to all damages. I agree to hold harmless the City of Storm Lake for any damages due to lead poisoning that occur on these premises during the course of the work.

Signed:

Date

Date

Staff Summary

4/15/2019

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. 59-R-2018-2019 Approving Single Family Attached and Single Family Detached Dwelling New Construction Incentive**

BACKGROUND: April 16, 2019 through December 31, 2019, the City will only charge \$1.00 building permit fees for new construction of single family attached and single family detached dwellings. Incentives will be considered on an individual basis. Any person, organization, joint venture, partnership, association, or corporation desiring that the City consider providing this new construction incentive shall have construction completed by December 31, 2020. The homes shall be built and ready for habitation no later than December 31, 2020, and comply with the approved building codes of the City of Storm Lake and State of Iowa. If the home is not ready for habitation by December 31, 2020, the City shall require the applicant to pay the building permit fee as set forth in the most recent Council approved Resolution Setting Fines and Fees, and the City shall not issue a Certificate of Occupancy until the entire building permit fee has been paid.

FISCAL IMPACT: Unknown

RECOMMENDATION: Approve Resolution No. 59-R-2018-2019

ATTACHMENTS:

Description	Type
□ Policy and Application	Backup Material
□ Resolution No. 59-R-2018-2019	Resolution

SINGLE FAMILY ATTACHED AND SINGLE FAMILY DETACHED DWELLING NEW CONSTRUCTION INCENTIVE

PURPOSE:

The City is committed to the promotion of high quality housing development in all parts of the City and to improving the quality of life for its citizens. In order to help meet these goals, the City will consider providing a \$1.00 building permit fee incentive, as described below, for the construction of a new single family attached or single family detached home within the City. However, nothing in this policy shall obligate the City to provide any incentive to any applicant; and all such decisions and actions shall be at the sole discretion of the City and based on the quality of the proposed housing and the satisfaction of the application requirements set forth below.

NEW CONSTRUCTION BUILDING PERMIT RULES

April 16, 2019 through December 31, 2019, the City will only charge \$1.00 building permit fees for new construction of single family attached and single family detached dwellings. Incentives will be considered on an individual basis. Any person, organization, joint venture, partnership, association, or corporation desiring that the City consider providing this new construction incentive shall have construction completed by December 31, 2020. The homes shall be built and ready for habitation no later than December 31, 2020, and comply with the approved building codes of the City of Storm Lake and State of Iowa. If the home is not ready for habitation by December 31, 2020, the City shall require the applicant to pay the building permit fee as set forth in the most recent Council approved Resolution Setting Fines and Fees, and the City shall not issue a Certificate of Occupancy until the entire building permit fee has been paid.

APPLICATION PROCEDURE

Any person, organization, joint venture, partnership, association, or corporation applying to the City for this new construction incentive shall submit a written application to the Building Official containing or accompanied by, at a minimum, the following: (A) the applicant's name, name of business entity, principal place of business, mailing address, telephone number, fax number, e-mail address, website address and contact information of an officer or employee of the applicant who is responsible for completing the application; (B) a complete legal description of the property along with a plat showing the precise location of the project; (C) a brief description of the proposed construction, including but not limited to the project's estimated cost of construction, fixtures, landscaping, site improvements, and a dimensioned floor plan; (D) such other information as is required or requested by the City; and (E) a SINGLE FAMILY ATTACHED AND SINGLE FAMILY DETACHED DWELLING NEW CONSTRUCTION INCENTIVE AGREEMENT, as set forth below, signed and dated by the Applicant. The completed application, including the signed agreement, shall be placed on the agenda for City Council consideration. If the application and agreement are approved, the agreement will be signed by the City.

SINGLE FAMILY ATTACHED AND SINGLE FAMILY DETACHED DWELLING NEW CONSTRUCTION INCENTIVE
AGREEMENT

April 16, 2019 through December 31, 2019, the City will only charge \$1.00 building permit fees for new construction of single family attached and single family detached dwellings. Incentives will be considered on an individual basis. Any person, organization, joint venture, partnership, association, or corporation desiring that the City consider providing this new construction incentive shall have construction completed by December 31, 2020. The homes shall be built and ready for habitation no later than December 31, 2020, and comply with the approved building codes of the City of Storm Lake and State of Iowa. If the home is not ready for habitation by December 31, 2020, the City shall require the applicant to pay the building permit fee as set forth in the most recent Council approved Resolution Setting Fines and Fees, and the City shall not issue a Certificate of Occupancy until the entire building permit fee has been paid. If so required, the Applicant agrees to pay the building permit fee as set forth in the most recent Council-approved Resolution Setting Fines and Fees before the Certificate of Occupancy is issued by the City.

[Print entity name above, if applicant is an entity]

Signature of individual Applicant or of person authorized
to sign For Entity Applicant

Date

CITY OF STORM LAKE, IOWA

By: _____
Michael Porsch, Mayor

Date

ATTEST:

City Clerk

Date

RESOLUTION NO. 59-R-2018-2019

RESOLUTION SETTING FINES AND FEES

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA that the following schedule of fees are approved and effective as of the date of this resolution.

<u>Administration</u>	<u>Fee</u>	<u>Code Section</u>
Administrative Fee	\$30.00	
City Code Subscription (yearly)	\$50.00	
Garbage Truck Permits (per business)	\$100.00	3-1-5
Insufficient Check Fee	\$30.00	
New Friends List	\$10.00	
Peddlers Transient Merchant Permit (1 Day)	\$25.00	4-3-6
Investigation Fee	\$25.00	4-3-4
Peddlers Transient Merchant Permit (1 Week)	\$75.00	4-3-6
Investigation Fee	\$25.00	4-3-4
Transient Merchant Permit (28 days)	\$150.00	
Investigation Fee	\$25.00	
Solicitors Permit (per person)	\$2.00	4-3-6
Solicitors Permit (principal) (1 day)	\$25.00	4-3-6
Investigation Fee (per organization)	\$25.00	4-3-4
Investigation Fee (per Individual soliciting)	\$5.00	
Solicitors Permit (principal) (1 week)	\$75.00	4-3-6
Investigation Fee	\$25.00	4-3-4
Investigation Fee (per Individual soliciting)	\$5.00	
Solicitors Permit (principal) (28 days)	\$150.00	
Investigation fee (per organization)	\$25.00	
Investigation Fee (per Individual soliciting)	\$5.00	
Taxi Permit (Business)	\$100.00	4-5-3
Taxi Permit (per vehicle)	\$10.00	4-5-3
Cancel Permit Fee	\$25.00	
Freedom of Information Requests (FOIA Request)		
Single Sided Copy 8.5x11	\$.30/page	
Duplex copy 8.5x11	\$.40/page	
Single Sided Legal	\$.35/page	
Duplex Legal copy	\$.45/page	
Single Sided Ledger (11x17)	\$.70/page	
Single Sided Ledger with Color Print	\$.90/page	
Duplex Ledger (11x17)	\$.80/page	
Duplex Ledger with Color Print	\$1.00/page	
Large Format Prints (one side only and in color)	\$8.00/page	
CD Cost (for requests that ask for the files digitally on a CD)	\$10.00	
Research Hourly Rate – per hour/per person	\$25.00	
Mailing Costs – 3 pages	\$1.00	
Mailing Costs – 50 pages	\$5.00	
Mailing Costs – 100 pages	\$10.00	
Special City Council Meeting	\$250.00	
Downtown Parking Space Rental Fees (specific lots)		
Per quarter (paid quarterly)	\$75.00	
Per six months (paid bi-annually)	\$112.50	
Annually (paid annually)	\$150.00	

Airport Hangar Rent (monthly fees)

Hangar A	\$75.00
12 Month Lease Discount Rate	\$65.00
Hangar B	\$75.00
12 Month Lease Discount Rate	\$65.00
Hangar C (VT)	\$400.00
Hangar D	\$92.00
12 Month Lease Discount Rate	\$80.00
Hangar E	\$110.00
12 Month Lease Discount Rate	\$95.00
Hangar F	\$156.00
12 Month Lease Discount Rate	\$135.00
FBO Stall	\$173.00
12 Month Lease Discount Rate	\$150.00
Daily Inside Storage/per night	\$30.00

Building Official

Central Business District Bench & Flower Pot Permit	\$25.00	
Driveway Cut Inspection & Marking Only	\$30.00	
Driveway Cut < 18'	\$80.00	
Driveway Cut 24'	\$95.00	
Driveway Cut 34'	\$120.00	
ROW Temp Closure Permit	\$25.00	
Building Moving Permit (Per Bldg)	\$100.00	5-1-1
Demolition Permit	\$50.00	
Pool Inspection	\$20.00	8-8-11
Re-inspection Fee (after 1 per inspection)	\$35.00	
No Show Fee (per event)	\$50.00	
Rental Registration Fee – Yearly (July 1st – June 30th)		
Base Registration Fee (Structure and 1 unit)	\$15.00	5-8-9
Additional unit in excess of 1 (per unit)	\$7.00	5-8-9
Base Registration Fee (Structure and 1 unit) (proof of training)	\$10.00	5-8-9
Additional unit in excess of 1 (per unit) (proof of training)	\$5.00	5-8-9
Late Registration Fee	\$50.00	5-8-9
Property Maintenance Ordinance Appeal	\$150.00	Zoning Ord.
Variance Request	\$150.00	Zoning Ord.
Zoning Request	\$200.00	Zoning Ord.
Conditional Use	\$300.00	Zoning Ord.
Sub-Division Application Fee	\$300.00	
Sidewalk Repair Permit Fee	\$0	
New Construction Incentive		
Single Family Attached and Single Family Detached Dwelling	\$1.00	
(only valid from April 16, 2019 to December 31, 2019 with Council approval)		

Building & Sign Permit Fees

Building & Sign Permit <\$1,200	\$22.02	5-2-2
Building & Sign Permit \$1,200-2,000		5-2-2
\$22.02 + \$2.88 for each additional \$100.00 over \$1,200		
Building & Sign Permit \$2,001-25,000		5-2-2

\$45.06+ \$9.16 for each additional \$1,000.00 over \$2,000		
Building & Sign Permit \$25,001-50,000		5-2-2
\$255.74 + \$6.22 for each additional \$1,000.00 over \$25,000		
Building & Sign Permit \$50,001-100,000		5-2-2
\$411.24+ \$4.15 for each additional \$1,000.00 over \$50,000		
Building & Sign Permit \$100,001 or more		5-2-2
\$618.74+ \$3.61 for each additional \$1,000.00 over \$100,000		
Portable Sign Permit (14 days)	\$30.00	Zoning Ord.

Electrical Fees

For New Residences		5-4-9
Single Dwelling	\$38.00	
Duplex Dwelling	\$56.75	
Triplex Dwelling	\$75.50	
4-Plex Dwelling	\$113.00	
Multi Units Between 5 and 12	\$156.75	
Over 12 Units	\$156.75 plus \$38.00each over 12	
For New Commercial or Industrial Buildings		
First \$5,000.00 at \$8.00 per/\$1,000.00 of cost		
Second \$5,000.00 at \$6.75 per /\$1,000.00 of cost		
Third \$5,000.00 at \$5.50 per/\$1,000.00 of cost		
Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost		
Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost		
All over \$25,000.00 at \$1.50 per/\$1,000.00 of cost		
For Rewiring, Repairs or Alterations on Residence, Commercial and Industrial Buildings		
\$100.00 to \$150.00 electric contract	\$6.75	
\$151.00 to \$200.00 electric contract	\$8.00	
\$201.00 to \$250.00 electric contract	\$9.25	
\$251.00 to \$300.00 electric contract	\$10.50	
\$301.00 to \$350.00 electric contract	\$11.75	
\$351.00 to \$400.00 electric contract	\$13.00	
\$401.00 to \$450.00 electric contract	\$14.25	
\$451.00 to \$500.00 electric contract	\$15.50	
\$501.00 to \$1,000.00 electric contract	\$23.00	
\$1,001.00 to \$2,000.00 electric contract	\$28.00	
All over \$2,001.00	\$28.00 plus \$1.50per \$100.00	

Plumbing Fees

For New Residences		5-3-10
Single Dwelling	\$38.00	
Duplex Dwelling	\$56.75	
Triplex Dwelling	\$75.50	
4-Plex Dwelling	\$113.00	
Multi Units Between 5 and 12	\$156.75	
Over 12 Units	\$156.75 plus \$38.00 each over 12	
For New Commercial or Industrial Buildings		
First \$5,000.00 at \$8.00 per/\$1,000.00 of cost		
Second \$5,000.00 at \$6.75 per /\$1,000.00 of cost		
Third \$5,000.00 at \$5.50 per/\$1,000.00 of cost		

Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost
 Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost
 All over \$25,000.00 at \$1.75 per/\$1,000.00 of cost
 For Repairs or Alterations on Residence, Commercial and Industrial Buildings
 \$100.00 to \$150.00 plumbing contract \$6.75
 \$151.00 to \$200.00 plumbing contract \$8.00
 \$201.00 to \$250.00 plumbing contract \$9.25
 \$251.00 to \$300.00 plumbing contract \$10.50
 \$301.00 to \$350.00 plumbing contract \$11.75
 \$351.00 to \$400.00 plumbing contract \$13.00
 \$401.00 to \$450.00 plumbing contract \$14.25
 \$451.00 to \$500.00 plumbing contract \$15.50
 \$501.00 to \$1,000.00 plumbing contract \$23.00
 \$1,001.00 to \$2,000.00 plumbing contract \$28.00
 All over \$2,001.00 \$28.00 plus \$1.50 per \$100.00

Campground

Class A Site (Lake View, Patio, Water, Sewer, Electric, Cable TV, Fire Pit)	\$26.00
Class B Site (Patio, Water, Sewer, Electric, Cable TV, Fire Pit)	\$25.00
Class C Site (Lake View, Patio, Water, Sewer, Electric, Fire Pit)	\$25.00
Class D Site (Patio, Water, Sewer, Electric, Fire Pit)	\$22.00
Class E Site (Water, Sewer, Electric)	\$21.00
Class F Site (Electric)	\$17.00
Glass G Site (Tent)	\$12.00
Group Discount's For Groups of 20 or more sites – 10% (non-holidays) For groups of 40 or more sites – 15% (non-holidays)	
Long Term Stay Rate Limited to Long Term Stay slots which include Water, Sewer, Electric Minimum 30 day stay paid in advance – 10% off	
Bundle of Wood	\$5.00
Extra vehicle/trailer above 2 (per day)	\$2.00
Visitor vehicles (per day/per vehicles)	\$2.00
Non-Campers Dump Station (per event)	\$4.50
Non-Camper Shower (per shower)	\$4.00

Fire Department

False Alarm Fee (after 1)	\$150.00	4-7-16
Liquor License Inspection Fee	\$50.00	
Fireworks Display (Mortar sizes from 1-3 inches)	\$150.00	
Fireworks Display (Mortar size larger than 3 inches)	\$250.00	
Emergency Response and/or Cleanup of Material (per hour)		
Large Fire Apparatus	\$150.00	
Fire Commander Vehicle	\$75.00	

Golf Course

Single Season Pass	\$275.00
Family Season Pass - Family: Two or more persons (one of whom is the householder) related by birth, marriage, or adoption, living together and sharing common living, sleeping, cooking, and eating facilities within and individual housing unit as defined by the Storm Lake Zoning Code.)	\$550.00
College Season Pass	\$149.00
Junior Season Pass (12 and Under)	\$50.00
Electric Cart Storage	\$275.00
Gas Cart Storage	\$225.00
Locker Rent/yr	\$20.00
Golf Club Rental	\$10.00
Trail Fee (per day)	\$10.00
Pull Cart Rental	\$3.00
Trail Fee (year)	\$150.00
Discount Tickets – per 9 holes (sold in advance with minimum quantity of 50)	\$10.00
Weekday 9 Holes	\$15.00
Weekday 18 Holes	\$20.00
Weekend 9 Holes	\$20.00
Weekend 18 Holes	\$25.00
Cart Rental 9 Holes	\$10.00
Cart Rental 18 Holes	\$20.00
Yearly Cart Rental	\$325.00
Hall Rental – Off Season Rate	\$300.00
Hall Rental – Peak Season Rate (Memorial Day to Labor Day)	\$400.00
Bar Set-Up Fee	\$100.00
Hall Rental - Friday Setup Fee (Valid only after 5:00pm Friday with following Sat. rental)	\$100.00
Hall Rental (weekday 4hrs or less)	\$100.00
Group Golf Rates	As Set by the Following Table

# Rounds Per Event	9 Holes	18 Holes
0-25	Regular Rates	Regular Rates
26-50	\$12.00 / Round	\$15.00 / Round
51-99	\$9.00 / Round	\$10.00 / Round
100+	\$8.00 / Round	\$9.00 / Round

Library

Late Borrowing Fees	
Print Materials per day	\$0.10
Audiobooks, DVDs per day	\$1.00
Sale of Designated Library Materials	
Used Book	\$0.25
Used Magazine	\$0.10
Used Audio, VHS, DVD	\$1.00
Earbuds	\$1.50
Printing, Scan, Fax per page	
B&W photocopy or computer print	\$0.20
Color photocopy or computer print	\$0.40
Scan to email or print	\$1.00
Domestic fax	\$1.00
International fax	\$3.00
Replacements per item	

Damaged or missing material	full replacement cost
Library card	\$1.00
Barcode or label	\$1.00
Pocket	\$1.00
Security Card	\$2.00
Single DVD Case	\$2.00
Double DVD Case	\$4.00
Multiple DVD case	\$5.00
Single CD Case	\$2.00
Double CD Case	\$4.00
Large CD Case	\$5.00
CD sleeves	\$1.00
10-12" dust jacket	\$1.25
DVD Paper cover	\$2.00
Missing book cover or page	\$3.00
3" Book Tape	\$2.00
4" Book Tape	\$3.00
Special Processing for damaged or missing material	\$7.00
Meeting Room	
Fee, non-profit organization	\$10.00
Fee, profit organization	\$25.00
Damage Deposit	\$25.00
Room Rental Damage	Full replacement cost & labor
Interlibrary Loan	
Postage	\$1.25

Police

Administrative Fee	\$30.00	
Alarm Business Permit Application	\$75.00	4-7-6
Alarm Business Permit Renewal	\$75.00	4-7-9
False Alarm Equip Malfunction (after 3)	\$75.00	4-7-16
False Alarm	\$75.00	4-7-16
Building Escorts (per car)	\$75.00	5-1-3
Cat License – Not Neutered/Spayed (per year)	\$20.00	8-4-2
Neutered/Spayed (per year)	\$10.00	
Dog License – Not Neutered/Spayed (per year)	\$20.00	8-3-2
Neutered/Spayed (per year)	\$10.00	
Fingerprinting	\$10.00	
Impound/Storage Fee (per day)	\$30.00	8-6-5
Impound Storage Fee – felony related (per day)	\$50.00	
Parking Fine	\$15.00	9-11-4
Police Escort Fee – per hour, per unit	\$75.00	5-1-3
Emergency Response and/or Cleanup of Material (per hour)		
Police Vehicle (per vehicle)	\$75.00	

King's Pointe Outdoor Aquatic Center

Family Season Pass	\$275.00
(up to 5 family members can be included on Pass, Children 4 and under need not be on pass, as they are free.)	
Up to 4 additions of children 5-12 years old @\$55 each	
Single Season Pass (children and adults)	\$150.00
Adult BV Resident Daily Pass (Age 12+)	\$8.00

Child BV Resident Daily Pass (Age 5-11)	\$5.00
Children (Age 5-11) Standard Pricing	\$12.00
Adults (Age 12+) Standard Pricing	\$15.00
4 and under	free
Twilight Pricing (after 3:00)	
Age 12+	\$7.50
Age 5-11	\$6.00
Age 0-4	free
Land Lovers	\$5.00
Swim Lessons	\$40.00

Roadway Maintenance

Concrete Breaking (per sq ft)	\$2.50
Concrete Sawing (per ft)	\$3.75
Street Cuts (per sq yard of concrete)	\$37.00

Sewer

Sewer Svc Permit & Connection Fee	\$150.00	3-2-4
Private Wastewater System Permit	\$50.00	3-2-3

Shelter House

Rental Fee - Mon. – Thurs., per side	\$55.00
Rental Fee - Fri., Sat., & Sun., per side	\$80.00
Damage Deposit – per side	\$100.00
AWAYSIS Pavilions – per time slot (3 times available)	\$25.00
Frank Starr Park Open Shelter – per time slot (2 times available)	\$50.00
Campground Open Shelter – per time slot (2 time slots available)	\$50.00
AWAYSIS Great Lawn – per day	\$200.00
Band Shell – per day	\$25.00

Water

Door Tag Fee	\$20.00	3-5-3
Meter Testing Fee (within 2%)	\$50.00	3-4-20
Shut Off – 8 AM to 3 PM	\$50.00	3-4-19 & 3-5-3
Shut Off – After 3 PM	\$75.00	3-4-19 & 3-5-3
Water Svc Permit & Connect Fee	\$150.00	3-4-5
Water Tapping Fee (per inch)	\$65.00	3-4-5
Outside City Limits Hook-up Fee	\$1,500.00	3-4-6
Combined Utility Deposit	\$160.00	
Bulk Water Sales Access Card	\$10.00	

PASSED AND APPROVED this 15TH of April, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

4/15/2019

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: Scott Olesen, Building Official

SUBJECT: **Motion to Approve A Lime Hauling Contract With PH Plus LLC, LeMars, Iowa.**

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

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

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

City Staff sent out an RFP for lime hauling services and the City received three bids. The lowest Bidder was PH Plus LLC, LeMars, Iowa. They provided a bid of \$6.40 per ton. The highest bid was \$16.00 per ton. The attached contract is for one year.

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

FISCAL IMPACT:

The estimated cost for a one year lime hauling contract is estimated to be \$61,440. This is based on an estimate of 9,600 tons of lime generated for the year.

RECOMMENDATION:

Approve lime hauling contract with PH Plus LLC, LeMars, Iowa

ATTACHMENTS:

Description		Type
	Contract	Contract

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This Agreement for Lime Sludge Disposal Services ("Agreement") is entered into this _____ day of April, 2019 by and between:

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

as "CITY")

and

PH Plus LLC, LeMars, Iowa, whose address is 126 1st Ave NE, LeMars, IA 51031 (hereinafter referred to as "Contractor")

WITNESSETH

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

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

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

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

A. GENERAL PROVISIONS

1. Purpose: CITY will provide the lime sludge from the Facility. Contractor shall load the lime sludge

at the Facility, transport it from the Facility, weigh each load at a CITY-designated commercial scale licensed by the state of Iowa that is located within the City limits, and dispose of the lime sludge as set forth in this Agreement. Contractor agrees to remove lime from the facility at a rate determined by City to support the effective operation of the Facility. At the time the lime sludge is removed from the process or storage building at the Facility, Contractor will assume sole liability of the lime sludge and City will not have any further liability.

2. Term and Termination: This Agreement shall commence on March 4, 2019 and continue through February 28, 2020, unless terminated earlier as provided herein. Notwithstanding any information to the contrary, CITY may terminate this Agreement at any time and for any reason upon thirty (30) days' written notice to Contractor.
3. Response Time: The Contractor shall cause a Lime Hauling Vehicle to arrive at Facility not more than 48 hours from the time the Contractor receives a notification call. The Contractor shall provide 24-hour, 7-day week telephone communication. Answering phone services are not permitted. If service is not

provided with the specified time, CITY shall have the right to have another lime sludge hauler haul away the lime sludge then at the Facility.

4. Compensation:

- a. Contractor shall be solely responsible for the cost of the transportation of the lime sludge from the Facility.
- b. At the beginning of this contract (March 4th), CITY and Contractor agree to discuss the Facility's current lime sludge production and disposal volumes. Based on those discussions, if the parties agree to change any of the terms of this Agreement, the parties will document any changes in an Amendment to be signed by both parties.
- c. CITY will pay contractor \$5.19 per ton of Lime Sludge hauled out of Facility.
- d. Charges for Lime Sludge Hauling shall be forwarded monthly to City Hall for payment and such invoices shall identify each load hauled from Facility and shall be accompanied by scale tickets for each load listed on said invoice.
- e. CITY shall be responsible for payment of Lime Sludge Hauling Services. Payment will occur after the City Council has approved the list of invoices at their regular City Council Meeting. City Council Meetings are held on the 1st and 3rd Monday's of each month.
- f. Contractor shall reimburse CITY for any fees and/or charges associated with another Lime Sludge Hauler as a result of Contractor's inability to meet the

maximum response time requirement covered in the this agreement, Section A, subsection 3.

B. RESPONSIBILITY OF CITY

1. CITY shall perform its duties and responsibilities in a timely and workmanlike manner in order to carry out its obligations under this Agreement.
2. CITY and Contractor shall coordinate the removal of the lime sludge from the Facility.
3. CITY shall provide proper notification via phone call for impending pickups required.
4. CITY shall bear the cost of weighing the loads of lime sludge and shall provide Contractor with a means of charging the City for each weigh pursuant to this Agreement.
3. Contractor shall weigh each load of lime sludge and, at the end of each month, provide CITY copies of weight tickets that support Contractor's invoice for lime sludge hauling during such month.
4. Contractor will comply with all applicable national, regional, state and local laws, rules, regulations, ordinances and orders relating to its obligations under this Agreement.
5. Contractor shall obtain, at its own expense, any necessary approvals or permits from all certification or governmental bodies necessary for it to provide any and all services hereunder.
6. Any records required by regulation or law pertaining to location, acreage, and rate of lime sludge application shall be maintained by contractor and made available to City upon request. Such records shall be accurate and complete.

C. RESPONSIBILITY OF CONTRACTOR

1. Contractor shall perform its duties in a timely and workmanlike manner and shall use its employees, equipment and materials to carry out its obligations in this Agreement.
2. Contractor shall provide CITY with an empty weight scale ticket at the beginning of each week of hauling for each Lime Sludge Hauling Truck used at Facility.
7. Contractor will secure all stock pile sites and submit a list of qualified stock pile sites to CITY at the beginning of each contract year. Contractor will certify that all qualified stock pile sites meet all regulatory requirements; and are suitable for all weather delivery.
8. Contractor shall be responsible for maintaining the lime sludge loading area at the stock pile sites.
9. Contractor shall be responsible for securing all stockpiles and dispensation of lime from same.
10. Contractor shall be responsible for

coordinating the application of the lime sludge on the farmland.

11. Contractor shall provide all equipment and personnel required to load, transport and apply the lime sludge from stock pile sites to the farmland.
12. Contractor shall apply the lime sludge to the farmland in accordance with all applicable national, regional, state and local laws, rules, regulations, ordinances and orders.
13. Contractor is responsible for all land application and site maintenance costs, which include but are not limited to: labor, utilities, chemicals, fuel, vehicles, materials, supplies, equipment and miscellaneous expenses.
14. Should any regulatory agency require documentation related to the services provided by Contractor hereunder, Contractor shall provide all such information to CITY, including but not limited to:
 - a. Applicator load sheets
 - b. Quantities applied & quantity applied per acre
 - c. Acres applied or covered with location
 - d. Drawing of area covered or applied
 - e. Dates of

application to corresponding site

- f. Names and addresses of farm owner or operators where lime sludge has/is applied
- g. Other information as CITY deems necessary
- h.

15. Contractor shall be responsible for any penalties, fines, citations, and judgments issued to, or incurred by, the Contractor, the CITY, or both as a result of any action or inaction by the Contractor relating to the Contractor's responsibilities as outlined herein.

D. OTHER PROVISIONS

1. Mediation: In the event a dispute arises between the parties as to the meaning or intent of any portion of this Agreement, the parties shall promptly meet and attempt to resolve the outstanding issue. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination or validity, the parties will first seek to agree on a forum for non-binding mediation to be held in a mutually agreeable location.

Any mediation will be kept confidential and the existence of the proceeding and any

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

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

Coverage	Amount
(a) Worker's Compensation	Statutory
(b) Employer's Liability	\$500,000 each accident, \$500,000 each employee, \$500,000 policy limit
(c) Commercial General Liability including products and completed operations liability and contractual liability	\$1,000,000 each occurrence without regard to its bodily injury (BODI) limit. 1,000,000 legal aggregate, \$1,000,000 liability products/completed operations aggregate
(d) Automobile Liability- Owned, hired and non-owned autos	1,000,000 Combined Single Limit
(e) Excess Liability	May be added to limits outlined above
(f) Property	Contractor shall be solely responsible for protecting and insuring all property owned or leased by Contractor during the Term of this Agreement
(g) Professional Liability	\$1,000,000 each claim/policy limit
(h) Pollution Liability	\$1,000,000 each claim/policy limit

Within thirty (30) days after execution of this Agreement, Contractor will provide CITY with a certificate evidencing that such coverages are in full force and effect. Contractor will name CITY as additional insured with respect to coverages (c) and (d) above. All policies will be primary and non-contributory, provide a full waiver of the insurer's right of subrogation in favor of CITY with respect to claims that are covered or

should have been covered by valid and collectible insurance provided hereunder. Contractor will not voluntarily permit any cancellation, non-renewal or material change in the insurance coverage to be provided hereunder without thirty (30) days' written notice to CITY.

3. Governing Law: The law of the State of Iowa shall govern and

control this Agreement, all

performance, and any disputes

arising under this Agreement, each employee, \$500,000 policy limit

relating to this Agreement without regard to its bodily injury (BODI) limit.

1,000,000 legal aggregate, \$1,000,000 liability products/completed operations aggregate

Agreement or the breach thereof

1,000,000 Combined Single Limit

each accident of competent jurisdiction in the State of Iowa.

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

CITY agrees to and shall defend,

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

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

6. Assignment of Agreement: This Agreement is solely with Contractor, based on its reputation and past performance and, as such,

no assignment, transfer, conveyance, or subcontracting of this Agreement, in whole or in part, shall be permitted without written consent to the Contractor by CITY. Any attempt to sell, assign, transfer, or convey this Agreement without the written consent of CITY shall be a breach of this Agreement by Contractor.

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

In addition to the foregoing remedies, CITY may elect to terminate this Agreement upon ten (10) days written notice for breach of any of its terms by Contractor, unless the defect or non-performance is remedied by Contractor within ten (10) days of such notice.

However, CITY may, under any circumstances, immediately terminate this Agreement without notice, upon violation of any provisions of this Agreement by Contractor, resulting in a disruption of lime sludge removal from the Facility, to the extent of exceeding the Facility storage capacities or if CITY or Contractor is ordered to cease its operations in lime sludge disposal by the City or any Federal, State, or local agency, commission, board, or court, in which event this Agreement shall terminate and be null and void.

8. Destruction of Premises: In the event of total or partial destruction of the Facility by fire, windstorm, or other casualty, making it impossible for CITY to perform hereunder, the performance of this Agreement shall be suspended until such time as CITY restores the Facility and is able to perform.

9. Notices: Any notice given under this Agreement shall be in writing and sent (i) by registered or certified mail, postage prepaid, return receipt requested, or (ii) by any other commercial delivery service which delivers to the noticed destination and provides proof of delivery to the sender or (iii) by facsimile with acknowledgment received. All notices will be effective when first received at the following addresses:

If to CITY:
City of Storm Lake Attn: Scott Olesen PO Box 1086 Storm Lake, IA 50588 712-732-8031

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

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

City of Storm Lake, Iowa
PH Plus, LL

By: _____

By: _____

Name: _____

Name: _____
Mitchell Nasers, President

Date: _____

Date: _____

Staff Summary

4/15/2019

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: Brian Oakleaf, Finance Director

SUBJECT: **Motion Setting Public Hearing On Fiscal Year 2018-2019 Budget Amendment**

BACKGROUND: The City is required to amend the budget anytime expenses are estimated to exceed the prior authorized budget authority as set by City Council.

While estimates and Amendments are not statutorily required for Revenues and reductions in Expense, we believe calculating and including these figures benefit understanding and transparency.

Prior to adoption of the budget amendment the City must hold a public hearing and publish notice. Passage of this motion will set the official public hearing date for Monday, May 6, 2019 at 5:00 p.m. and directs the City Clerk to publish notice of the hearing as required by State of Iowa law.

FISCAL IMPACT: The fiscal impact to set the public hearing is the cost of publication.

RECOMMENDATION: Set the public hearing for Monday, May 6, 2019 at 5:00 P.M.

Staff Summary

4/15/2019

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: **Resolution No. 60-R-2018-2019 Approving 2019 City Council Goals and Goal Setting Report**

BACKGROUND: The Mayor and City Council Members held a goal setting work session on March 28, 2019.

The Mayor and Council held an in-depth discussion on approximately 11 potential goals and possible objectives. After discussion, the Mayor and Council narrowed down the following goals with certain specific objectives:

Top Strategic Priorities

1. Actively promote and develop initiatives in order to obtain and accurate 2020 Census Count.
2. Promote housing development
 - A. Re-examine housing plan
 - B. Obtain land and/or options on land for development
 - C. Develop public and private partnerships
 - D. Develop transparent incentives

High Strategic Priorities

1. Initiate programs in order to develop pride in the city.
2. Continue focus on infrastructure improvements
3. Re-examine the marketing and economic development efforts
 - A. Develop a plan to enhance the marketing and economic development efforts of the city
 - B. Explore the feasibility of providing services in-house

FISCAL IMPACT: N/A

RECOMMENDATION: Approve Resolution No. 60-R-2018-2019

ATTACHMENTS:

Description		Type
	Resolution No. 60-R-2018-2019	Resolution
	Goal Setting Report	Backup Material

RESOLUTION NO. 60-R-2018-2019

A RESOLUTION OF THE CITY OF STORM LAKE, IOWA, 2019 CITY COUNCIL GOALS AND GOALS SETTING REPORT

WHEREAS, the Storm Lake City Council held a goal setting works session on March 28, 2019,

WHEREAS, Mayor and Council discussed potential goals and possible objectives; and,

NOW, THEREFORE, BE IT RESOLVED, Council goals are established as follows:

Top Strategic Priorities:

- Actively promote and develop initiatives in order to obtain and accurate 2020 Census Count. Promote housing development Re-examine housing plan
- Obtain land and/or options on land for development
- Develop public and private partnerships Develop transparent incentives

High Strategic Priorities:

- Initiate programs in order to develop pride in the city.
- Continue focus on infrastructure improvements
- Re-examine the marketing and economic development efforts develop a plan to enhance the marketing and economic development efforts of the city with exploration of the feasibility of providing services in-house.

All resolutions or parts of resolutions in conflict are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 15th day of April, 2019.

Mike Porsch, Mayor

Date

ATTEST:

Mayra Martinez, City Clerk

Date

City of Storm Lake, Iowa Goal Setting Report

March 28, 2019

Mayor

Mike Porsch

City Council

Bruce Engelmann

Jose Ibarra

Kevin McKinney

Tyson Rice

Dan Smith

City Staff

Keri Navratil, City Manager

David Derragon, Assistant City Manager

Facilitator

Mark A. Jackson

Introduction

The purpose of the Strategic Goal Setting Session is to identify and priorities the City's overall goals for the City of Storm Lake, Iowa.

On March 28, 2019, Mark A. Jackson (facilitator) met individually with the Mayor and City Council. A meeting was held with the City Department Heads as a group.

In preparation of the goals setting session the facilitator asked each individual or group the following questions:

1. What were the significant accomplishments over the last one to two years.
2. What are the specific issues, concerns, trends, and opportunities that may affect the future services, policies, finances, or operations of the City.
3. Please list any projects, initiatives, services, or programs that you think the city should consider.

Goal Setting Work Session

The Mayor and City Council Members held a goal setting work session on March 28, 2019. City Manager Navratil provided a memo and reviewed with the Mayor and Council the responses from the Department Heads to the three questions stated above.

The Mayor and Council held an in-depth discussion on approximately 11 potential goals and possible objectives. After discussion, the Mayor and Council narrowed down the following goals with certain specific objectives:

Goals

Top Strategic Priorities

- Actively promote and develop initiatives in order to obtain and accurate 2020 Census Count.
- Promote housing development
 - ✓ Re-examine housing plan
 - ✓ Obtain land and/or options on land for development
 - ✓ Develop public and private partnerships
 - ✓ Develop transparent incentives

High Strategic Priorities

- Initiate programs in order to develop pride in the city.
- Continue focus on infrastructure improvements
- Re-examine the marketing and economic development efforts
 - ✓ Develop a plan to enhance the marketing and economic development efforts of the city
 - ✓ Explore the feasibility of providing services in-house

Accomplishments

- ❖ Housing – 3rd Street, LMI
- ❖ Moving toward downtown revitalization; need specifics
- ❖ Improved communication with citizens, community engagement, outreach, and partnerships
- ❖ Sidewalk sales passed
- ❖ Mayor and City Manager listen
- ❖ More community pride and improved appearance
- ❖ Alliant economic development project
- ❖ Improved knowledge in water quality
- ❖ No empty retail buildings and only a few homes
- ❖ People willing to start businesses
- ❖ Working toward enhancing the lake as a draw to the community – dredging project
- ❖ Enhanced city image
- ❖ Diversity and inclusion
- ❖ Local ownership of businesses
- ❖ Enhanced relationship with Buena Vista University
- ❖ More public attendance at project information meetings
- ❖ Updated snow removal policy
- ❖ More transparent
- ❖ Crime rate down
- ❖ Debt capacity percentage has decreased
- ❖ Seen as a state wide leader in storm water management

Issues, Concerns, Opportunities, and Trends

- Vital to have an accurate census count
- Shortage of housing
- Age of and need to improve basic infrastructure and equipment
- Recreation Center – location? Bridge gap with BVU and community
- Kings Pointe – see clear pay down plan. Make clear to public
- Potential loss of federal and/or state funding
- Overcrowded school buildings
- Growing Population
- Lack of child care
- Getting people to feel proud – doing the little things
- Enhance appearance to entrance of community

- Perception of Storm Lake from those outside the city
- How to obtain more citizen involvement
- Town clean-up
- Maintain fiscal responsibility and transparency – administration better at keeping all informed
- Smell of town (mill)
- MS4 community has more requirements and adds cost
- Continue to maintain the lake – significant investment has been made in previous years

Projects, Initiatives, Services, or Programs

- Obtaining land for development purposes. Purchase or obtaining right-of-first refusal.
- Develop different or diversify community job base.
- Re-examine and enhance economic development and marketing efforts.
- Explore recreation programming and partnerships.
- Obtain an accurate census count.
- Continue focus on infrastructure improvements.
- Improving housing availability.
- Explore feasibility and desirability of a recreation center.
- Develop a plan for encouraging pride in the community.
- Balance finances, staffing, and community expectations.
- Child care services.

Mark A. Jackson Consulting, LLC
825 Pennsylvania Ave
Story City, Iowa 50248

Invoice

To: City of Storm Lake, Iowa
From: Mark A. Jackson
Re: Strategic Goal Setting Fee
Date: April , 2019

Fee = \$

Total = \$

Thank you for allowing me to facilitate your strategic goal setting session.

Warmest Regards

Mark A. Jackson



Staff Summary

4/15/2019

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: **Approving The Tentative Agreement Between The City Of Storm Lake And General Drivers And Helpers Union, Local No. 554**

BACKGROUND: The City and the General Drivers and Helpers Union, Local No. 554, Police Union, have a three year agreement that expires June 30, 2019. The Contract was negotiated and has been ratified by the Police Union and subject to Council approval.

The terms of the agreement:

1. The agreement will be effective July 1, 2019 to June 30, 2021.
2. It (1) allows for up to 60 hours of sick leave per calendar year when a member of the employee's family (spouse, child, or parent) requires care or attention due to illness or injury. The Employee Handbook currently authorizes 48 and will need to be changed for all employees.
3. 3% pay increase Across the Board

FISCAL IMPACT: The overall pay increase of the Union Contract will be 3% over the next two years.

RECOMMENDATION: Motion to approve the Agreement between the City of Storm Lake and the General Drivers and Helpers Union, No. 554.

ATTACHMENTS:

Description	Type
□ Agreement	Contract

AGREEMENT

BETWEEN

CITY OF STORM LAKE, IOWA

AND

**GENERAL DRIVERS AND HELPERS UNION,
LOCAL NO. 554**

July 1, 2019 to June 30, 2021

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**ARTICLE 1
DEFINITIONS**

A. City or Employer

As used in this Agreement, the terms "City" or "Employer" shall mean the City of Storm Lake City, Iowa, or its authorized representatives.

B. Employee

As used in this Agreement, the term "Employee" shall mean all employees represented by the Union in the bargaining unit as defined and certified by the Public Employment Relations Board in Case Number 6767.

C. Union

As used in this Agreement, the term "Union" shall mean the General Drivers and Helpers Union, Local No. 554, affiliated with the International Brotherhood of Teamsters, or its authorized representatives.

D. Department

As used in this Agreement, the term "Department" shall mean the Police Department of the City of Storm Lake City, Iowa.

**ARTICLE 2
RECOGNITION**

Pursuant to and in accordance with all applicable provisions of the Act and in recognition of the Board's certification of the Union in Case No. 6767, the City does hereby recognize the Union during the term of this Agreement, as the sole and exclusive representative for all Employees of the City included in the Bargaining Unit as:

Included: All police officers and detectives.

Excluded: Lieutenants, Captains, Police Chief, all other Police Department employees and all employees excluded by Iowa Code Section 20.4.

ARTICLE 3 GRIEVANCE PROCEDURES

A. Definition

A grievance shall mean only a complaint that there has been an alleged violation of any specific provisions of this agreement not specifically excepted from the grievance procedure.

B. General Provisions

1. Every employee covered by this agreement shall have the right to present grievances in accordance with these provisions. Any aggrieved person may be represented at all formal levels of the grievance procedure by the employee himself/herself, or by the employee and a representative from the Union if the employee chooses to have a representative with him/her.
2. The failure of any employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal and a supervisor's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutually written agreements.
3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the work activities of the grieving employee.
4. In matters dealing with alleged violations in those areas over which a supervisor has no authority to grant the appropriate relief, and in all cases in which the decision being grieved is a decision which was made by the City Manager, the grievance shall be initiated at the Third Step. The time limits for filing a grievance at the Third Step shall be the same as the time limits for filing at the Second Step.

C. Processing Grievances

1. First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and his or her supervisor.

2. Second Step

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the Police Chief, or the Chief's designated representative. The written grievance shall state the remedy requested. The filing of the formal, written grievance at the

second step must be within fourteen (14) calendar days from the act or omission giving rise to the grievance, or when it should have been reasonably discovered. The Police Chief, or designated representative shall make a decision on the grievance and communicate it in writing to the employee and the City Manager within fourteen (14) calendar days after receipt of the grievance.

3. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within seven (7) calendar days of the date of the written decision at the second step, a copy of the grievance with the City Manager. Within fourteen (14) calendar days after such written grievance is filed, the grievant and the City Manager, or designee, shall meet to resolve the grievance. The City Manager or designee, shall file an answer within fourteen (14) calendar days of the third-step grievance meeting and communicate it in writing to the employee.

4. Fourth Step

In the event a grievance has not been satisfactorily resolved at the third step, a party may, within fourteen (14) calendar days of the date of the written decision at the third step, demand arbitration by giving the other party written notice of such demand.

Within seven (7) calendar days after a party's receipt of the written notice demanding arbitration, the parties shall attempt to agree upon the selection of an arbitrator. If they cannot so agree, the party demanding arbitration shall request a list of seven (7) arbitrators from the Iowa Public Employment Relations Board. Beginning with the party demanding arbitration, the parties shall alternately strike names from the list until only one name remains, and that person shall be the arbitrator.

An arbitrator selected pursuant to the fourth step of this Article shall schedule a hearing on the grievance and the date for such hearing shall be determined by the parties within sixty (60) calendar days following the date of the written notice of demand for arbitration. After hearing such evidence as the parties desire to present, the Arbitrator shall issue a written opinion and award. The arbitrator's decision must be issued within thirty (30) calendar days of the arbitration hearing.

The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. A decision of the arbitrator, within the scope of his/her authority, shall be final and binding upon the City, the Union and the aggrieved Employee(s).

The City and the Union will share equally the costs of arbitration, including the fees and expenses of the arbitrator. Any other expenses shall be paid by the party incurring them.

D. Election of Remedies

If an employee files a grievance under this procedure, the employee waives his or her right to file a claim or complaint under any other procedure and in any other forum pertaining to or arising out of the same set of facts and circumstances. If an employee files a claim or complaint under any other procedure or in any other forum, the employee waives his or her right to file a grievance under this procedure pertaining to or arising out of the same set of facts and circumstances.

**ARTICLE 4
DISCRIMINATION**

The City will not interfere with or discriminate, in respect to any term or condition of employment, against any Employee covered by this Agreement because of membership in the Union or legitimate and legal activity required in this Agreement on behalf of the Union.

The Union recognizes its responsibilities as the exclusive bargaining representative and agrees to represent all Employees in the unit without discrimination, restraint or coercion.

The provisions of this Agreement shall be applied equally to all Employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, or disability. The Union shall share equally with the City the responsibilities for applying this provision of the Agreement. Further, the Union agrees to cooperate fully in any affirmative action program or activity undertaken by the City or required of the City by any agency of the State or Federal Government.

**ARTICLE 5
USE OF BULLETIN BOARD**

The City will provide reasonable space for official Union Business on the bulletin board in Squad Room. Use of the board shall be limited to the following general types of notices:

- A. Listing of Union Officers and Officials.**
- B. Union meetings.**
- C. Union elections.**
- D. Necessary and proper Union business and information.**

Any material posted on the bulletin boards as provided in this Article shall not contain anything in violation of federal or state laws; nor shall it contain personal references to individuals. Union stewards and union officials and representatives shall be entitled to post the material provided on the designated bulletin board space. Any union material posted on the bulletin board shall be identified as authenticated and authorized by the union business representative.

ARTICLE 6 EVALUATION PROCEDURES

A. Frequency of Evaluations

Employees will be evaluated by their supervisor at such frequency as the supervisor may determine, but not less than once each fiscal year.

B. Evaluation Form

The evaluation form will be determined by the City.

C. Evaluation Conference

A conference regarding the evaluation will be held between the employee and the evaluator following the completion of the written evaluation. A copy signed by both parties will be given to the employee.

D. Employee Response

All evaluation reports will be placed in the employee's personnel file. The employee has the right to respond to the evaluation report, and such response will become part of the evaluation report.

ARTICLE 7 SENIORITY

A. Definition

Seniority shall mean length of continuous full-time, regular service in the service of the City since the employee's last date of hire, regardless of civil service rank.

If the employee has successfully completed training at the Iowa law enforcement academy or another training facility certified by the director of the Iowa law enforcement academy before initial appointment as a patrol officer, the probationary period shall be for a period of nine (9) months and shall commence with the date of initial appointment as a patrol officer. If the employee has not successfully completed training at the Iowa law enforcement academy or another training facility certified by the director of the Iowa law

enforcement academy before initial appointment as a patrol officer, the probationary period shall be for a period of nine (9) months and shall commence with the date of initial appointment as a patrol officer and shall continue for a period of nine (9) months following the date of successful completion of training at the Iowa law enforcement academy or another training facility certified by the director of the Iowa law enforcement academy. A patrol officer transferring employment from one Iowa jurisdiction to another shall be employed for a probationary period of nine (9) months. During the period of probation, the employee may be removed or discharged from such position without the right of appeal to the civil service commission.

B. Break in Seniority

An Employee's seniority shall be broken so that no prior period or periods of employment shall be counted and his/her seniority shall cease upon:

1. Discharge.
2. Voluntary quitting.
3. Absence without notification for three (3) consecutive working days, unless excused by the Employer.
4. Absence due to lay-off which continues for more than three (3) years.
5. Failure of an Employee to return to work upon recall within twenty-one (21) calendar days after notice is mailed to him/her by the Employer by certified mail to his/her last known address appearing on its records, unless subsequently excused by the Employer.

**ARTICLE 8
TRANSFER PROCEDURES**

A. Definition

A transfer is defined as a movement of an employee from one job classification to another.

B. Procedure

Transfers shall be subject to and shall be governed by the provisions of Chapter 400 of the Code of Iowa.

ARTICLE 9
REDUCTION IN FORCE AND RECALL

A. Order of Layoff

Whenever it becomes necessary for Employees to be laid off, the Employees shall be laid off in reverse order of their seniority as defined in this Agreement. Provided further, however, that any reduction in the number of Employees within any given classification shall be by reverse order of seniority within that classification, subject to the provisions of Chapter 400, Code of Iowa, for Employees moved from a higher to lower classification. The order of layoff, by classification, shall be as follows:

1. Temporary Employees
2. Part-time Employees
3. Full-time Employees

B. Notice

All Employees laid off in accordance with the provisions of this Article, as per authority of the City, shall be given written notice by the Police Chief of such layoff at least fourteen (14) calendar days prior to the effective date, with a copy of said notice being given to the City Manager

C. Eligibility for Recall

The names of Employees laid off shall be placed on a re-employment list. Such persons shall be eligible for re-employment in reverse order of layoff for a period of three (3) years, provided that they are still qualified and able to perform the job.

D. Removal

When an Employee is notified to return to work, the employee must advise the Employer of his/her desire to return to work within seven (7) calendar days of the date of the notification and the employee must return to work within twenty-one (21) calendar days of the date of the notification or he/she will be automatically dropped from the re-employment list. Notification to an employee shall be sent by certified mail to the last known address appearing on the City's records.

ARTICLE 10
HOURS OF WORK AND OVERTIME

A. Workday

The normal workday or shift for employees shall be twelve (12) hours, inclusive of a paid meal period. The normal workday or shift for detectives shall be eight (8) hours, inclusive of a paid meal period. The normal workday may be adjusted to meet the operational needs of the City.

B. Work Week

The regular work week for employees will be one hundred sixty-eight (168) consecutive hours beginning at 6:00 A.M. on Sunday and ending at 5:59 A.M. on the following Sunday.

C. Meal Periods and Breaks

Police officers and Detectives shall be granted a 30-minute meal period with pay. On Sundays and holidays, police officers and detectives shall be granted a one-hour meal period with pay. Employees shall remain on call during their paid meal period.

Employees shall receive, when possible, a fifteen (15) minute paid break at or near the middle of the first half and the last half of their scheduled workday.

D. Overtime

For purposes of calculating overtime, the term "hours worked" will be defined as provided in Title 29, Part 785 of the Code of Federal Regulations. Overtime hours worked shall be compensated at a premium rate of one and one-half (1½) the employee's hourly rate of pay (determined in compliance with the Fair Labor Standards Act) for all hours worked in excess of 86 hours during a work period of fourteen (14) days for police officers or in excess of 80 hours during a work period of fourteen (14) days for detectives and the school resource officer.

No employee shall be compensated for overtime work unless such work has been approved by the employee's supervisor.

E. Compensation for Overtime

Payment for overtime shall be made in accordance with Section 7 of the Fair Labor Standards Act.

F. Call Back Time

An employee who is called back to work by the employer shall receive a minimum of two (2) hours.

G. Court Time

When an employee is required by the City to testify in a criminal or civil matter for the City, or to testify in a criminal matter resulting from charges brought by the employee under the State Code, the hours actually spent by the employee shall be considered as hours actually worked for the purpose of considering overtime. Employees will be guaranteed a minimum of two (2) hours of court time for each date on which they have a court appearance. Court time must be authorized and approved by the Department Head.

H. On-Call Pay

Detectives and the K-9 officer are required to remain on call and shall be paid \$0.75 per hour for each hour worked as compensation for their on-call time.

I. Records

The City shall be responsible for maintaining an accurate record of actual hours worked by employees.

**ARTICLE 11
WAGES**

A. Wage Rates

July 1, 2019: 3% across the board increase and adjust step increment for step 11
July 1, 2020: 3% across the board increase

The wage rate for each employee is set out in Appendix A which is attached to and made a part of this Agreement. Employees will be paid only for hours actually worked unless otherwise provided in this Agreement.

Newly hired employees who are certified by the Iowa Law Enforcement Academy will be placed on Step 1 of the salary schedule. In the discretion of the Employer, newly hired employees who are certified by the Iowa Law Enforcement Academy and who have previous law enforcement experience may be placed on a higher step of the salary schedule.

B. Pay Period

The pay period for all employees will be a bi-weekly period which will begin at 6:00 a.m. on Sunday and end at 5:59 a.m. on Sunday fourteen (14) consecutive days thereafter.

C. Paydays

Employees shall be paid on the Wednesday following the end of the pay period.

ARTICLE 12 INSURANCE

A. Hospital and Medical Insurance

1. The employer maintains for each employee a health and accident insurance policy and a dental insurance policy. The employer shall make the final decision as to any change in the policy, or as to any change in the carrier. The employer agrees to negotiate any change in the level of benefits. The employer shall contribute 90% of the premium for employee coverage, and the employee shall contribute 10% of such premium for the duration of this Agreement. The employee may elect to cover the employee's dependents under the policy. If the employee so elects, the employer shall contribute 90% of the premium for dependent coverage, and the employee shall contribute 10% of such premium for the duration of this Agreement.
2. Coverage shall begin as set out in the policy and coverage will be in accordance with and to the extent provided under the terms of the policy.

B. Life Insurance

1. The employer maintains a group term life insurance policy for each employee in a face amount equal to the nearest thousand dollars of an employee's salary not to exceed \$50,000.00 at no cost to the employee. Coverage includes \$5,000 for spouse and \$500-\$1,000 for children depending on age. The level of contribution may vary, as may the level of benefits provided.
2. The coverage of an employee shall begin as set out in the policy and coverage shall be in accordance with and to the extent provided under the terms of the policy.

C. Long Term Disability Insurance

1. The employer maintains a group long-term disability policy for each employee.
2. The coverage of an employee shall begin as set out in the policy and coverage shall be in accordance with and to the extent provided under the terms of the policy.

D. Dental Insurance

The City agrees to provide a group plan of dental insurance to employees as set forth in Section A of this Article.

**ARTICLE 13
LEAVES OF ABSENCE**

A. Sick Leave

1. Sick leave shall be used for personal illness and injury and will not be allowed to be taken if an employee is injured while gainfully employed by a different employer who should be covered by Worker's Compensation.
2. An employee shall accumulate sick leave equal to one shift day per month. (An eight-hour shift employee shall accumulate eight (8) hours of sick leave per month and a 12-hour shift employee shall accumulate twelve (12) hours of sick leave per month.) All employees shall have the right to accumulate unused sick leave up to a maximum of one thousand four hundred and forty (1,440) working hours. Sick leave shall accumulate during each month that the employee is paid wages by the City or is on an unpaid leave of absence.
3. An employee may be required to furnish a medical statement, at the employee's cost, from the attending physician for any absence chargeable to sick leave:
 - a. For the purpose of verifying illness or injury, and/or
 - b. Certifying the employee as able to work in the position held prior to the illness or injury.
4. To be eligible for sick leave payment, an employee shall notify the Police Chief, or designee, as soon as possible, but in any event not later than the starting time of the employee's workday, unless the employee is unable to notify the City because of an emergency.
5. No employee is entitled to compensation for unused sick leave time. Termination of service shall terminate any and all obligation of the City in connection with the unused sick leave time, except that upon termination an employee or the estate of the employee will be compensated for unused sick leave at the rate of eight (8) hour's pay for each thirty-two (32) hours of unused sick leave that has accrued. Compensation will be based on the employee's regular straight time hourly wage rate at the time of termination.
6. Beginning the first day of absence resulting from a non-job related illness or injury, an employee shall be eligible for sick pay at the rate of 100 percent of the regular wage for the employee's maximum accrued sick leave time.
7. An employee who elects to use sick leave to supplement Worker's Compensation or Disability must notify the employer in writing. If an employee elects to use sick

leave, the City shall pay to such employee the amount by which such weekly worker's compensation or disability check is exceeded by the amount that such employee would have been entitled to receive as regular pay for the same period. Any amounts paid to an employee under this section shall be chargeable against employee's sick leave. The employee shall give a copy of each worker's compensation or disability check to the City in order for the City to calculate the proper amount of sick leave benefit. In no event shall the combined amount of such sick leave and Worker's Compensation or disability exceed the normal wage that the employee would have received from the City for the period involved. No employee may use sick leave to supplement Worker's Compensation paid as a result of an on the job injury for an employer other than the City.

8. No employee will be eligible for paid sick leave if the employee is a new employee on probation and/or has not completed six (6) months of service.
9. Employees may use up to sixty (60) hours of sick leave per calendar year when a member of the employee's family (spouse, child, or parent) requires care or attention due to illness or injury.

B. Funeral Leave

1. In case of a death of a spouse, child (including a stepchild), parent (including stepparent), or spouse's parent (including spouses stepparent) the employee will be granted five (5) full days of paid leave which may be taken at any time commencing with the death of a spouse or child.
2. In the case of a death in the immediate family, an employee will be granted not to exceed three (3) full days of paid leave in order to arrange and attend the funeral. Any such leave shall be only for the scheduled workdays falling within the period commencing with the death and extending to the day of the funeral. "Immediate family" is defined as grandparents, spouse's grandparents, a sister (including stepsister), a brother (including stepbrother), or a sister or brother of a spouse (including stepsister or brother of a spouse).
3. In the case of a death of a relative of the employee (including spouse's relative) through a first cousin but not in the immediate family, an employee will be granted one (1) day of paid leave to attend the funeral.
4. In the event that an employee requires additional time off from work in order to attend a funeral of a family member, the employee may, with written approval of the City Manager, be given additional time off from work without pay or as a deduction of vacation time or personal holiday.

5. An employee may be allowed time off from work not to exceed four (4) hours, without pay, to attend the funeral of a friend, to serve as a pallbearer, or to serve in a military funeral.

C. Jury Leave

1. An employee who is summoned for jury duty shall receive a paid leave of absence for the time the employee spends in such duty. Such employee shall be entitled to retain jury service fees.
2. An employee who is summoned for jury duty but who is not selected shall return to work; and an employee who is selected for jury duty shall return to work when released from jury duty within the employee's scheduled work hours.
3. An employee who is called for witness or jury duty shall present his/her supervisor the original summons or subpoena from the court, and, at the conclusion of such duty, a signed statement from the Clerk of Court, or other evidence, showing the actual time in attendance at court.

D. Military Leave

The City shall comply with Section 29A.28, Iowa Code, as the section may be amended from time to time, in granting leave of absence for military service.

E. Voting Leave

The City shall comply with Section 49.109, Iowa Code, in granting time to vote as the section may be amended from time to time.

F. Leave Without Pay

1. An employee may be entitled to a leave of absence without pay for medical reasons if the employee is unable to return to work after exhausting sick leave, vacation leave, and any unused compensatory time off. (See Appendix to Section 31: Family Medical Leave Act) An employee anticipating such leave shall present a doctor's statement verifying that the employee's condition incapacitates the employee from working and shall state the date when the employee is reasonably able to return to work. Unless the employee returns to work on that date, or on a later date, by reason of extension granted by the employer based on medical ground, the employee shall be considered to have voluntarily resigned. This leave of absence without pay status following sick, leave may extend only for a specific time period not to exceed one (1) calendar year or the employee's period of employment, whichever is shorter.

2. During a leave of absence without pay, the employee:
 - a. Must pay group hospital insurance premiums falling due during the month the employee is not on the payroll unless leave falls under the authority of the Family Medical Leave Act of 1993 in which the City will continue to pay premiums;
 - b. Must pay premiums for coverage under any group life insurance plan;
 - c. Shall not accrue any other benefits during the period of absence such as sick leave, vacation leave, or holiday leave.

The employer may make exceptions to any of the above conditions (a-c) for a leave of absence without pay not exceeding thirty (30) days.

G. Pre-Determined Temporary Disability Leave

1. Except as hereinafter modified, all policies, rules, and regulations applicable to employees who are granted sick leave shall be applicable to employees applying for pre-determined temporary disability leave. Sick leave, to the extent of an employee's accumulated earned sick leave, shall be paid only during the time of medical confinement which shall be the time medically indicated for termination and recommencement of duties.
2. An employee shall notify the City Manager as soon as the necessity for taking sick leave becomes known to the employee.
3. Following a pre-determined temporary disability leave, the employee shall furnish a statement from his/her physician setting forth the date that he/she became incapacitated due to personal illness and unable to perform his/her normal duties, and the date that such incapacity terminated. Sick leave benefits, to the extent of accumulated sick leave earned, shall be paid only for such period of incapacity.

The determination of whether and/or when the employee is capable of returning to work following the pre-determined temporary disability shall be made in consultation with the employee, the City Manager and the employee's physician, and may also be in consultation with a physician of the Employer's own choosing.

H. Extended Leaves of Absence

1. Policy

It is the policy of the City to grant employees extended leaves of absence under certain circumstances. Except as stated below, employees will not receive compensation during a leave of absence.

2. FMLA

The City will comply with the provisions of the federal Family and Medical Leave Act ("FMLA"). The Appendix to this policy outlines the FMLA's requirements including the rights and obligations of employees, notification requirements, and the City's obligations.

3. Eligibility

Employees generally are eligible for leaves of absence if they have completed at least one year of service, or as specified by law. The granting and duration of each leave of absence and the compensation received by the employee, if any, during the leave of absence will be determined by the City in conjunction with applicable federal and state law. The following types of leaves will be considered:

- a. Sick Leave of Absence: Employees who are unable to work because of a serious health condition or disability may be granted a sick leave of absence. This type of leave covers disabilities caused by pregnancy, childbirth, or other related medical conditions. The City requires certification of an employee's need for sick leave, both before the leave begins and on a periodic basis thereafter, by the employee's health care provider.
- b. Employees may be granted a parental leave of absence to care for a child upon birth or upon placement for adoption or foster care.
- c. Family Care Leave of Absence: Employees may be granted a family care leave of absence for the purpose of caring for a child, spouse, or parent who has a serious health condition. The City requires certification of the family member's serious health condition, both before the leave begins and on a periodic basis, by the family member's health care provider.
- d. Personal Leave of Absence: Employees may be granted a leave of absence to attend to personal matters in cases in which the City determines that an extended period of time away from the job will be in the best interests of the employee and the City.

- e. Military Leave of Absence: An extended leave of absence for military service will be granted Uniformed Services Employment and Reemployment Rights Act.
- f. Educational Leave of Absence: Employees who want to continue their education in preparation for added responsibilities with the City may be granted an educational leave of absence.
- g. Public Service Leave of Absence: Employees who want to accept temporary employment in federal, state, or local government or with an organization devoted to community service may be granted a public service leave of absence.

4. Request for Leave

Request for a leave of absence or any extension of a leave should be submitted in writing to the employee's department head thirty days prior to commencement of the leave period, or as soon as is practicable. The department head will forward the request to the City Manager recommending approval or denial. The City Manager will make the final decision concerning the request. All employees on approved leave are expected to report any change of status in their need for a leave or their intention to return to work to the City Manager.

5. Work While On Leave

Employees who are on an approved leave of absence may not perform work for any other employer during that leave, except when the leave is for military or public service.

6. Use of Accrued Leave

Every employee on a sick leave will be required to use all accrued personal, vacation, and sick days while on leave. However, employees who are covered by the City's disability or workers' compensation insurance, and are therefore already receiving compensation, may only use sick leave to supplement insurance benefits not to exceed 100% of their normal wage. Every employee on a family care, personal, educational, or public service leave of absence will be required to use all accrued personal and vacation days while on leave. The City will provide health insurance and other benefits to employees on leave as required by law. Benefits that accrue according to length of service, such as paid vacation, holiday, personal, and sick days, do not accrue during periods of leave.

7. Reinstatement

Employees returning from a leave of absence will be reinstated to their same job or to an equivalent job with equivalent status and pay, as required by law. Employees returning from a sick leave must provide certification of their ability to perform the functions of their job. Employees returning from a military leave must also comply with all of the reinstatement requirements specified by federal law. If the same job, or one of equivalent status and pay, is not available as a result of a reduction in force, the employee will be treated in the same manner as though he were not on leave at the time of the reduction in force.

8. Special Leave of Absence

Employees who are unable to report for work because of arrest and incarceration will be placed on a special personal leave of absence. If the employee is unable to secure bail, the leave of absence will continue until final disposition of the charges. If the employee is freed on bail, a decision whether to allow the resumption of active employment pending disposition of the charges will be made by the employee's department head and the City Manager. They will determine whether reinstatement would be consistent with the City's needs and requirements.

9. Failure to Return to Work

If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave, the employee will be considered to have voluntarily terminated employment.

**ARTICLE 14
VACATIONS**

A. Accumulation

Subject to and in accordance with the provisions of this article, employees shall earn paid vacations after continuous active service pursuant to the following schedule:

Eight (8) Hour Shift Employees		Twelve (12) Hour Shift Employees	
<u>Years of Service</u>	<u>Hours Earned</u>	<u>Years of Service</u>	<u>Hours Earned</u>
1	40	1	42
2	80	2	84
3	88	3	92
5	96	5	101
7	104	7	109
9	112	9	118
10	120	10	126
12	128	12	134

14	136	14	143
16	144	16	151
18	152	18	160
20	160	20	168

Vacation will be earned on a monthly basis (one-twelfth (1/12) of the annual vacation being earned each month) except that no vacation will be granted or paid to an employee unless the employee has completed the first year of service. An employee who leaves employment during a month will earn no prorated vacation.

B. Anniversary Date

The purpose of a vacation is to enable an employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. The vacation year will be the individual employee's anniversary date to anniversary date. No employee shall be entitled to vacation pay in lieu of vacation.

C. Carryover

All vacation time earned must be taken by the employee prior to the employee's anniversary date following the anniversary date during which the vacation was earned, unless the City Manager allows a portion of the earned vacation to be carried over to the next year based on a written request of the employee setting out unique circumstances to justify the request. If granted, the permission shall be in writing and shall be placed in the employee's personnel file.

D. Payment Upon Separation

An employee, who terminates employment, voluntarily or involuntarily, shall receive any vacation earned by the employee and not previously taken.

E. Scheduling

The Police Chief shall approve scheduling of vacation for all employees. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the City; provided that the final right to allot vacation periods, and the right to change such vacation periods is reserved exclusively to the employer. No more than one (1) employee, including a supervisor, within a department may take vacation at any one time, without the written permission of the City Manager.

F. Holidays within a Vacation

In the event that a holiday falls within an employee's vacation period such day will not be counted as a day of vacation.

G. Vacation Increments

Vacation leave shall be taken in increments of at least one (1) hour.

**ARTICLE 15
HOLIDAYS**

A. Holidays Recognized

The following ten (10) days are designated as holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas day, and one (1) personal day.

Police Department 12-hour shift employees will be paid 12 hours for a Personal Day taken. If a Police Department 12 hour shift employee is not on the work schedule for any other holiday besides their personal day, he/she will receive eight hours of pay. These eight hours shall not be considered hours worked when figuring overtime. If the actual holiday falls on a scheduled day off of a shift employee, the employee shall be given a day off.

B. Work on a Holiday

An employee shall be granted the day off with pay provided that an employee may be required to work on the holiday if the City determines it to be necessary. If an employee is scheduled to work a holiday, and does work the holiday, the employee shall receive pay at time and one-half (1/2) the employee's current hourly straight time rate of pay.

C. Days Observed

For all employees, except police patrol officers and lieutenants, if the holiday falls on Saturday, the preceding Friday shall be observed as the holiday and if the holiday falls on Sunday, the following Monday shall be observed as the holiday. A holiday shall commence with the first shift change on the day on which the holiday is to be observed and shall continue until the same time the next day.

D. Eligibility for Holiday Pay

In order to be eligible for receiving holiday pay, an employee must have been employed for not less than sixty (60) calendar days, and, unless excused, must report for work on the last scheduled day before the holiday and on the first scheduled work day after the holiday. No employee who is on layoff, who is discharged, or who is under suspension will be eligible for holiday pay.

E. Holidays within a Vacation or Paid Leave

In the event a holiday occurs within an employee's vacation period or a period of paid leave, such day will be counted as a holiday and not as a day of vacation or of paid leave.

**ARTICLE 16
UNION BUSINESS**

A. Union Representatives

The Employer agrees that accredited representatives of the Local Union may be allowed the right to visit with employees who are covered by this Agreement to conduct Union business at any place during non-working hours or during working hours with notification to the employee's supervisor, provided said visitation does not negatively affect the employee's service to the public.

B. Union Stewards

The Union may appoint stewards and shall notify management of the names of the stewards. Stewards may handle grievances and related issues, dues matters, meeting notifications, etc., but have no authority to dictate or coerce any job action contrary to this Agreement. Stewards shall have reasonable access to telephones, for local calls only, in regards to grievance handling needs. In any interview where discipline is to be discussed or issued, the employee, upon request, shall have the right to have a steward present.

**ARTICLE 17
NO STRIKE – NO LOCKOUT**

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union or its officers or agents nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotts, sit-ins, mass resignation, mass absenteeism, the willful absence from one's position, work stoppage or any such related activities as ordered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

**ARTICLE 18
SAVINGS CLAUSE**

If any article or section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and of any rider thereto or application of such article or section to persons or circumstances other than those as to which had been held invalid, shall not be effected hereby. In the event any article or section is found unenforceable or contrary to applicable law, the parties shall meet to negotiate a replacement provision.

**ARTICLE 19
DURATION AND SIGNATURE**

A. Duration

This Agreement shall be effective on July 1, 2019, and shall continue in effect until June 30, 2021.

B. Signature Clause

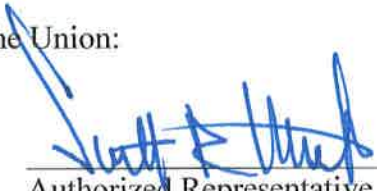
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

For the City:

By: _____
Mayor

Date: _____

For the Union:

By:  _____
Authorized Representative

Date: 4-4-2019

APPENDIX A
July 1, 2019: 3% ATB
July 1, 2020: 3% ATB

<u>Step</u>	<u>July 1, 2019</u>	<u>July 1, 2020</u>
Start	\$22.25	\$22.92
1	\$22.56	\$23.23
2	\$22.87	\$23.55
3	\$23.48	\$24.19
4	\$23.79	\$24.51
5	\$24.41	\$25.14
6	\$24.72	\$25.46
7	\$25.03	\$25.78
8	\$25.34	\$26.10
9	\$25.96	\$26.73
10	\$26.27	\$27.05
11	\$27.18	\$28.00

Note #1: Step advancement: Employees who are hired between July 1 and December 31 will be eligible for their first step advancement on the July 1 which falls immediately after their date of hire. Employees who are hired between January 1 and June 30 will be eligible for their first step advancement one year following the July 1 which falls immediately after their date of hire. After their initial step movement, employees will move on step on July 1 of succeeding years until they reach the maximum of the salary schedule.

Note #2: Detective + \$0.75/hour K-9 + \$0.75/hour

Note #3: By agreement of the parties, longevity payments to employees have been eliminated effective July 1, 2012.

Note#4: Employees who are assigned to work as Field Training Officers will be paid an additional \$0.25 per hour for all hours that they work as a Field Training Officer.

Employees who are assigned to work as members of the Entry Team will be paid an additional \$0.25 per hour for all hours that they participate in training for the Entry Team and for all hours when they are called to duty as a member of the Entry Team.

Note #5: Newly hired officers may receive credit for years of service toward the pay scale steps on the following basis: two (2) years of service as a law enforcement officer are equal to one step on the pay scale.

LETTER OF AGREEMENT

Mr. Scott Utech
Authorized Representative
General Drivers & Helpers Union, Local No. 554
4349 South 90th Street
Omaha, NE 68127

Dear Scott:

Re: Uniform Policy

Please consider this to be a letter of agreement with regard to the uniform policy of the City of Storm Lake, Iowa.

The City agrees: (1) to maintain the current policy regarding the provision and replacement of uniforms, (2) the uniform policy will allow for up to one hundred fifty dollars (\$150) for replacement of boots, (3) to maintain the current policy regarding the clothing allowance provided to Detectives, and (4) to add a policy which will provide for the replacement of protective vests whenever the warranty period for the vest issued to employee has expired or whenever the vest is damaged in the line of duty.

This letter of agreement is not precedent setting with regard to any matter which it addresses and will terminate on June 30, 2021, unless it is extended by written, mutual agreement between the City and the Union. Neither the letter of agreement nor the agreement itself may be used by either party in any legal proceeding, Public Employment Relations Act proceeding, or grievance proceeding. Please contact me if you have any questions concerning this letter.

Ann M. Smisek
Attorney for City of Storm Lake

Staff Summary

4/15/2019

Agenda Item # 12.



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

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **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: Open Public Hearing
Hear Comments
Close Public Hearing

Staff Summary

4/15/2019

Agenda Item # 13.



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

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Motion To Reject Bid 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.

As noted in the attached letter of recommendation from Josh Pope, Bolton and Menk, bids were received and opened at City Hall on Wednesday, April 10, 2019 at 9:30 AM for the project referenced above. One (1) bid was received from Jensen Builders, Ltd in the amount of \$ 484,299.00. This is approximately 47% higher than the Engineer's estimate of \$328,272.

Additionally, Josh Pope notes:

"A detailed bid tabulation including the engineer's estimate is attached for your review. I have spoken with potential bidders regarding the lack of other bids. Based on feedback from these contractors and our knowledge of the construction market in northern Iowa, there seems to be more work than available contractors for this project's intended construction timeframe. We believe if construction was permitted to occur in Fall 2019 or Spring 2020, it is likely more competitive bids could be received."

Several contractors had requested plan sets. The date for submission of bids was extended from April 3rd to April 10th with the time of receiving bids moving from 1:00 PM to 9:30 AM to allow for agenda preparation. The change in time was duly noted

in the addendum. Bid specifications also included a financial incentive of \$7,500 for early completion. Staff recommends that Council reject the bid and allow staff to work with Bolton and Menk to determine a strategy for rebidding the project. Perhaps we can discuss with downtown businesses as to whether doing the project in June 2019 is feasible. Other options could be September or October of 2019 or perhaps May of 2020.

FISCAL IMPACT:

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

RECOMMENDATION:

Staff recommends that Council reject the bid from Jensen Builders, Ltd for the Michigan Street Parking Lot project.

ATTACHMENTS:

Description	Type
□ Memorandum - Engineer	Backup Material



**BOLTON
& MENK**

Real People. Real Solutions.

218 11th Street SW Plaza
Spencer, IA 51301

Ph: (712) 580-5075
Bolton-Menk.com

April 10, 2019

City of Storm Lake
Attn: David Derragon
620 Erie Street
Storm Lake, IA 50588

RE: Recommendation of Award
Lot B Reconstruction Project
Project No.: P11.117908

Dear Mr. Derragon,

Bids were received and opened at City Hall on Wednesday, April 10, 2019 at 9:30 AM for the project referenced above. One (1) bid was received and the result is tabulated below:

The bids received were as follows:	<u>Total Bid</u>
Jensen Builders, Ltd.	\$ 484,299.00
Engineer's Estimate	\$ 328,272.00

A detailed bid tabulation including the engineer's estimate is attached for your review. I have spoken with potential bidders regarding the lack of other bids. Based on feedback from these contractors and our knowledge of the construction market in northern Iowa, there seems to be more work than available contractors for this project's intended construction timeframe. We believe if construction was permitted to occur in Fall 2019 or Spring 2020, it is likely more competitive bids could be received.

If construction during those later timeframes is acceptable, rejecting this bid and rebidding the project may prove to be financially lucrative. However, if construction is desired to occur in May 2019, and the project is deemed economically feasible, the current bid may be accepted and the project can proceed on the original schedule.

Sincerely,
Bolton & Menk, Inc.

Josh Pope P.E. LEED AP BD+C
Project Manager

encl.

ABSTRACT OF BIDS

PARKING LOT B RECONSTRUCTION
CITY OF STORM LAKE, IOWA
BMI PROJECT NO. P11.117908



Real People. Real Solutions.

BID DATE: 4/10/2019

TIME: 9:30 AM

Item No.	Description	Unit	Quantity	Engineer's Estimate Bolton & Menk, Inc.		Jensen Builders, Ltd. Fort Dodge, IA	
				Unit Price	Amount	Unit Price	Amount
1	EXCAVATION, CLASS 13	CY	300	\$15.00	\$4,500.00	\$20.00	\$6,000.00
2	SUBGRADE PREPARATION	SY	2992	\$2.25	\$6,732.00	\$2.00	\$5,984.00
3	SUBGRADE TREATMENT, GEO-GRID	SY	2992	\$2.25	\$6,732.00	\$2.00	\$5,984.00
4	SUBBASE, MODIFIED, 6"	SY	2601	\$9.00	\$23,409.00	\$16.00	\$41,616.00
5	REMOVAL OF STRUCTURE, INTAKE	EA	1	\$700.00	\$700.00	\$557.00	\$557.00
6	STORM SEWER, TRENCHED, RCP, 18", CLASS III	LF	41	\$65.00	\$2,665.00	\$73.00	\$2,993.00
7	STORM SEWER, TRENCHED, RCP, 15", CLASS V	LF	70	\$53.00	\$3,710.00	\$68.00	\$4,760.00
8	STORM SEWER, TRENCHED, HDPE DUAL WALL, 12"	LF	253	\$37.00	\$9,361.00	\$49.00	\$12,397.00
9	REMOVAL OF STORM SEWER, RCP, 12"	LF	41	\$14.00	\$574.00	\$14.00	\$574.00
10	SUBDRAIN, SOLID WALL PERFORATED PVC, 6"	LF	287	\$14.00	\$4,018.00	\$30.00	\$8,610.00
11	BUILDING DOWNSPOUT CONNECTION	EA	7	\$750.00	\$5,250.00	\$2,296.00	\$16,072.00
12	SUBDRAIN CLEANOUT, TYPE A-1, 6"	EA	1	\$400.00	\$400.00	\$1,183.00	\$1,183.00
13	POLYSTYRENE INSULATION, 4"	SF	448	\$4.50	\$2,016.00	\$13.00	\$5,824.00
14	STORM MANHOLE, SW-401, 48"	EA	1	\$2,000.00	\$2,000.00	\$5,497.00	\$5,497.00
15	INTAKE, SW-501	EA	3	\$2,200.00	\$6,600.00	\$4,244.00	\$12,732.00
16	CONNECTION TO EXISTING INTAKE	EA	1	\$1,400.00	\$1,400.00	\$1,879.00	\$1,879.00
17	PAVEMENT, PCC, 7"	SY	2601	\$50.00	\$130,050.00	\$69.00	\$179,469.00
18	CURB AND GUTTER, VARIES, 7"	LF	198	\$32.00	\$6,336.00	\$61.00	\$12,078.00

ABSTRACT OF BIDS

PARKING LOT B RECONSTRUCTION
CITY OF STORM LAKE, IOWA
BMI PROJECT NO. P11.117908



Real People. Real Solutions.

BID DATE: 4/10/2019

TIME: 9:30 AM

Item No.	Description	Unit	Quantity	Engineer's Estimate Bolton & Menk, Inc.		Jensen Builders, Ltd. Fort Dodge, IA	
				Unit Price	Amount	Unit Price	Amount
19	REMOVE BOLLARD	EA	3	\$100.00	\$300.00	\$174.00	\$522.00
20	REPLACE BOLLARD	EA	3	\$400.00	\$1,200.00	\$368.00	\$1,104.00
21	REMOVAL OF SIDEWALK	SY	102	\$12.00	\$1,224.00	\$10.00	\$1,020.00
22	REMOVAL OF DRIVEWAY	SY	94	\$15.00	\$1,410.00	\$16.00	\$1,504.00
23	SIDEWALK, PCC, 5"	SY	35	\$55.00	\$1,925.00	\$211.00	\$7,385.00
24	BRICK/PAVER SIDEWALK WITH AGGREGATE BASE	SY	190	\$75.00	\$14,250.00	\$184.00	\$34,960.00
25	DETECTABLE WARNING	SF	24	\$45.00	\$1,080.00	\$31.00	\$744.00
26	DRIVEWAY, PAVED, PCC, 7"	SY	94	\$58.00	\$5,452.00	\$123.00	\$11,562.00
27	FULL DEPTH PATCHES	SY	36	\$110.00	\$3,960.00	\$280.00	\$10,080.00
28	PAVEMENT REMOVAL	SY	2624	\$7.00	\$18,368.00	\$6.00	\$15,744.00
29	PAINTED PAVEMENT MARKINGS, DURABLE	LS	1	\$10,000.00	\$10,000.00	\$1,371.00	\$1,371.00
30	TRAFFIC SIGNS	EA	6	\$350.00	\$2,100.00	\$313.00	\$1,878.00
31	TEMPORARY TRAFFIC CONTROL	LS	1	\$7,000.00	\$7,000.00	\$3,757.00	\$3,757.00
32	SOD	SY	15	\$20.00	\$300.00	\$8.00	\$120.00
33	STABILIZED CONSTRUCTION ENTRANCE	SY	100	\$20.00	\$2,000.00	\$17.00	\$1,700.00
34	INLET PROTECTION DEVICE, DROP IN	EA	5	\$200.00	\$1,000.00	\$905.00	\$4,525.00
35	INLET PROTECTION DEVICE, MAINTENANCE	EA	5	\$50.00	\$250.00	\$348.00	\$1,740.00
36	MOBILIZATION	LS	1	\$19,000.00	\$19,000.00	\$39,330.00	\$39,330.00

ABSTRACT OF BIDS

PARKING LOT B RECONSTRUCTION

CITY OF STORM LAKE, IOWA

BMI PROJECT NO. P11.117908



Real People. Real Solutions.

BID DATE: 4/10/2019

TIME: 9:30 AM

Item No.	Description	Unit	Quantity	Engineer's Estimate Bolton & Menk, Inc.		Jensen Builders, Ltd. Fort Dodge, IA	
				Unit Price	Amount	Unit Price	Amount
37	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	\$1,000.00	\$1,000.00	\$1,044.00	\$1,044.00
38	CONSTRUCTION ALLOWANCE	LS	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
TOTAL BASE BID					<u>\$328,272.00</u>		<u>\$484,299.00</u>

Denotes math error on proposal

Staff Summary

4/15/2019

Agenda Item # 14.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **City Council Requested Items**

BACKGROUND: Future City Council Work Sessions:
Unscheduled Items:
1.

Two Council members must concur for item to be considered in any future council meeting.

Scheduled:

1. Downtown - No Parking from 3:00 am to 6:00 am on Lake Ave from Milwaukee to Railroad - May or June
2. Snow Removal Policy for Downtown Parking Lots - May or June

FISCAL IMPACT: No Fiscal Impact at this time.

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

Staff Summary

4/15/2019

Agenda Item # 15.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **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