

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
APRIL 1, 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. **Consideration of Changes in Agenda and Setting the Agenda**
 - B. **Disclosure by City Council Members**
 - C. **National Library Week Proclamation**
 - D. **Storm Lake Proud Beautification Week Proclamation**
 - E. **Pledge of Allegiance**
1. Hear the Public
 2. Consent Agenda
 - A. **Approve Consent Agenda**
 - B. **Buy Local Information**
 - C. **SLPD Code Enforcement Summary**
 3. **SALUD Request For Funding**
 4. **Motion Approving A Letter of Support For Trevina Jefferson And The Trepson Foundation**
 5. **Ordinance No. 07-O-2018-2019 Proposed Amendments To Chapter 10-6 Public Ways - 3rd Reading**
 6. **Professional Services Agreement with ISG for Memorial Lift Station Facility Plan**
 7. **Service Agreement with Pure Technologies**
 8. **Motion Setting a Public Hearing Proposed Community Development Block Grant (CDBG) Application - Housing 2019**
 9. **City Council Requested Items**
 10. **Closed Session Reference Iowa Code Chapter 21.5 (c) Matters of Litigation**
 11. 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

4/1/2019

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:

SUBJECT: Consideration of Changes in Agenda and Setting the Agenda

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

4/1/2019

Agenda Item # B.



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

FROM:

SUBJECT: Disclosure by City Council Members

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

4/1/2019

Agenda Item # C.



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

FROM: Keri Navratil, City Manager

SUBJECT: **National Library Week Proclamation**

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

4/1/2019

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: Keri Navratil, City Manager

SUBJECT: **Storm Lake Proud Beautification Week Proclamation**

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

4/1/2019

Agenda Item # A.



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

FROM: Mayra Martinez, City Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe and Sunrise Pointe disbursements for approval
- Approve the March 18, 2019 City Council Minutes
- Approve the Code Enforcement Summary (see attached staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$253,144.49
- King's Pointe & Sunrise Pointe Golf Course Bills - \$219,914.10

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ King's Pointe and Golf Course - List of Bills	List of Bills
☐ Minutes - March 18, 2019	Minutes



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 03/21/2019 - 04/03/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Control Systems Specialists, LLC	BVC	Headworks Building HVAC Repairs	1,002.73
Power Solutions, Inc	BVC	FY2019 Gnerator Service Plan	1,100.00
RR Electric LLC	BVC	Hangar Door Rewire	418.50
Buena Vista County Solid Waste	BVC	Recycling	81.64
Buena Vista County Recorder	BVC	Copies	11.50
	BVC Total:	2,614.37	
Contract/Agreement			
Storm Lake Public Library Gallery Guild Inc	Contract/Agreement	4th Quarter FY2019 Funding	2,750.00
Local Government Professionals Services, ll	Contract/Agreement	9th Installment of Services	2,500.00
Emmons & Olivier Resources, Inc	Contract/Agreement	Design Services through 2/28/2019	2,877.00
	Contract/Agreement Total:	8,127.00	
Local			
MidAmerican Energy Company	Local	Electric Services	52,545.91
Vanish LLC	Local	February 2019 Towing Services	4,300.00
Mangold Environmental Testing, Inc	Local	Testing Services	1,825.80
Michael Reinert	Local	Snow Plow Repairs	1,644.81
Arnold Motor Supply, LLP	Local	Supplies	1,244.77
Bomgaars Supply, Inc	Local	Supplies	1,209.04
Fastenal Company	Local	Reel for Fuel Truck	840.74
Larson Oil & Distributing Co, Inc	Local	Propane	774.00
Builders FirstSource Inc	Local	Tube & Panel	333.17
Lakeshore Cafe	Local	Budget Meeting Supplies	603.79
Qwest Corporation	Local	Phone Service	241.42
Deere Credit, Inc	Local	Transmission Oil Leak Repairs	236.84
WalMart #01-1526	Local	Supplies	225.77
Buena Vista Regional Medical Center	Local	Services	201.45
Rebnord Technologies, Inc	Local	Monitor	199.95
Casey's General Store #3030	Local	Coffee with a Cop	172.94
Ferguson Enterprises, Inc	Local	Water Line	172.56
Hy-Vee, Inc	Local	IPTV Supplies	156.43
King's Pointe Resort	Local	3/16/2019 Legislative Coffee	152.25
Fastenal Company	Local	Gas Meter Calibration	125.00
Plumbing & Heating Wholesale, Inc	Local	Faucet	115.41
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose & Supplies	106.25
O'Reilly Automotive Inc	Local	Lights	103.00
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose & Ends	99.44
Builders FirstSource Inc	Local	Sealant	51.84
Storm Lake Hydraulics Co, Inc	Local	Pipe	49.47
Fastenal Company	Local	Supplies	44.83
Storm Lake Hydraulics Co, Inc	Local	Pressure Washer Hose	43.48
Michael Reinert	Local	Rod	41.22
Plumbing & Heating Wholesale, Inc	Local	Casino LS Supplies	32.16
Graffix Inc	Local	Signage	10.00
Mangold Environmental Testing, Inc	Local	Shipping	7.82
Fastenal Company	Local	Clamp	3.88
Builders FirstSource Inc	Local	Panel Returned	-330.00
	Local Total:	67,585.44	
Non-Local			
MRA Custom Applications, LLC	Non-Local	Lime Hauling Services through 2/4/2019	16,111.06
US Peroxide, LLC	Non-Local	Hydrogen Peroxide	15,801.90
Winther, Stave & Co., LLP	Non-Local	FY2018 Audit Services	15,000.00
Mississippi Lime Company	Non-Local	Lime	10,588.14

My Buy Local_v1

Payment Date Range: 03/21/2019 - 04/03/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
Schaeffer Manufacturing Company	Non-Local	Oil	4,596.80
Sta-Mel Enterprises, Inc	Non-Local	Deicing Salt	5,023.85
Qualified Presort Service, LLC	Non-Local	Printing Services	1,585.39
National Fire Protection Association	Non-Local	FY2019 Membership- Jones	1,575.00
Heiman Inc	Non-Local	Saw & Blades	1,063.70
R & R Products, Inc	Non-Local	Mower Supplies	1,022.41
Ed M. Feld Equipment Company, Inc	Non-Local	Battery Charger Replacement	807.22
Pitney Bowes Inc	Non-Local	Postage	484.00
Qualified Presort Service, LLC	Non-Local	Printing Services	443.02
Davis Equipment Corporation	Non-Local	Bushings & Supplies	387.75
Creative Product Sourcing, Inc	Non-Local	Dare Supplies & T-Shirts	384.48
Digital Ally Inc	Non-Local	Battery & Camera	355.00
Karl Chevrolet, Inc	Non-Local	Siren Speaker	345.50
Midwest Breathing Air, LLC	Non-Local	Quarterly Air Test	256.00
Qualified Presort Service, LLC	Non-Local	Printing Services	231.81
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	220.40
Tyler Technologies, Inc	Non-Local	Conversion Services	218.75
Davis Equipment Corporation	Non-Local	Seal Kit	177.02
University Enterprises, Inc	Non-Local	Enrollment- Tarin	150.00
Tyler Technologies, Inc	Non-Local	Conversion Services	125.00
Iowa Lakes Regional Water	Non-Local	February 2019 Water Service	98.29
Cintas First Aid & Safety	Non-Local	First Aid Supplies	97.24
RJ Thomas Manufacturing Company, Inc	Non-Local	K9 Decals	92.58
Ed M. Feld Equipment Company, Inc	Non-Local	Faceshield	91.80
Davis Equipment Corporation	Non-Local	Seal Kit	81.04
Cintas First Aid & Safety	Non-Local	First Aid Supplies	42.99
Brownells, Inc	Non-Local	Supplies	42.68
Steven A Beeck	Non-Local	Window Cleaning Services	37.00
Non-Local Total:		77,537.82	
Payroll/Refunds			
Cody Alan Atkinson	Payroll/Refunds	Frank Starr Park Refund	50.00
Payroll/Refunds Total:		50.00	
Grand Total:		155,914.63	

Operating

King's Pointe Resort
From 3/1/2019 to 3/27/2019

Vendor	Description	Amount
Weigand Omega Management Payroll	Payroll	\$60,761.46
Jason Bjerk	Reimbursement	\$41.20
Rachel Frederick	Reimbursement	\$104.33
Weigand-Omega Management Inc	Contract	\$5,814.80
1000bulbs.com	Supplies	\$69.86
American Hotel Register Company	Supplies	\$541.51
Bomgaars Supply Inc.	Supplies	\$122.23
Buena Vista Regional Medical Center	Services	\$46.00
Cintas Corporation	Supplies	\$1,368.46
Cintas Corporation No. 2	Supplies	\$776.58
Color-ize	Supplies	\$406.12
Midwestern Mechanical of Iowa, Inc.	Services	\$477.22
Crescent Electric Supply Company	Supplies	\$148.27
CTS Systems, Inc.	Services	\$37.60
Daniels Filter Service	Supplies	\$357.04
ECOLAB	Supplies	\$799.92
Efficient Construction LLC	Services	\$4,178.66
Ferguson Enterprises Enterprises Inc #1657	Supplies	\$285.47
Garbage Hauling Service, Inc.	Utilities	\$221.20
Genesis Development	Services	\$150.00
Grainger	Supplies	\$174.36
GuestSupply	Supplies	\$506.05
Hermel Wholesale	Food	\$1,603.49
Hobart Sales and Service	Services	\$1,588.61
Hoffman Flower Shop Inc.	Services	\$55.15
HOGG ROBINSON USA LLC	Food	\$43.60
HyVee	Food	\$650.07
KTIV Television Inc.	Advertising	\$2,467.00
Office Elements	Supplies	\$59.60
Orkin, 536-Sioux City, IA	Services	\$305.31
Bottling Group, LLC dba Pepsi Beverages Company	Beverages	\$1,255.43
Pitney Bowes Global Financial Services Inc.	Services	\$251.00
Plumbing and Heating Wholesale, Inc.	Supplies	\$1,357.09
Premium Quality Lighting	Supplies	\$626.00
Quore Systems, LLC	Supplies	\$285.00
Rebnord Technologies, Inc.	Services	\$6,916.98
Shoes for Crews, LLC	Supplies	\$59.88
Steven A. Beeck dba Steve's Window Service	Services	\$294.75
Storm Lake Ace Hardware	Supplies	\$309.80
Swank Motion Pictures, Inc.	Licenses	\$75.00
Sysco Iowa, Inc.	Food	\$11,962.66
Tammy Nielsen Petty Cash	Reimbursement	\$1,130.60
Travel and Transport, Inc.	Services	\$183.52
Trip Tease, Inc.	Services	\$1,599.00
UPS	Services	\$86.62
Verizon Wireless	Utilities	\$165.97
Water Safety Products, Inc.	Supplies	\$229.84

Martin Brothers	Beverages	\$15,988.36
Doll Distributing	Beverages	\$1,961.25
City of Storm Lake	Utilities	\$3,449.09
Fintech	Services	\$55.00
Hy-Vee	Beverages	\$1,478.69
Authnet Gateway	Services	\$20.00
Heartland	Services	\$8,759.97
Johnson Brothers	Beverages	\$351.65
Shift 4	Services	\$142.33
CenterPoint Energy Services, Inc	Utilities	\$17,306.31
Weigand Omega Management Payroll	Payroll	\$59,223.53
Bottling Group, LLC dba Pepsi Beverages Company	Beverages	\$227.61
		<u>\$219,914.10</u>

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
MARCH 18, 2019 5:00 P.M.**

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

Staff present: City Manager Keri Navratil, Assistant City Manager David Derragon, City Attorney Phil Havens, Public Safety Director Mark Prosser, Fire Chief Mike Jones, Building Official Scott Olesen, Library Director Elizabeth Huff, Finance Director Brian Oakleaf, Public Services Supervisor Scott Bonebrake and Deputy City Clerk Nelda Kirkholm

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

Pledge of Allegiance

Agenda – Mayor Porsch advised the Council Members of a change in the order of items on the agenda. Item seven will change to item nine, item eight will change to item ten, item nine will change to item seven and item ten will change to item eight. Moved by Council Member McKinney to approve the change of items order and setting the Agenda as presented. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Rice absent. Motion carried.

Disclosure by City Council Members - none

Hear the Public – none

Consent Agenda – Moved by Council Member McKinney to approve the consent agenda which includes List of bills for approval which included check #'s 72999 through 73072, EFT #'s 294 through 308, PR #'s 59618 through 59625, and DFT # 161, King's Pointe and Sunrise Pointe disbursements, March 4, 2019 City Council Minutes, appointment of Dan Smith to the Lake Improvement Commission, approve Appointment of Stephan Chambang to the Mayor's Advisory Committee Parks, Trails and Urban Forest with term to expire July 1, 2019, renewal liquor license for Mo's, Sichanh Liquor Store, Puffs, Sunrise Pointe Golf Course, and King's Pointe Waterpark Resort (contingent of dram shop submittal), authorizing Noise Variances for Buena Vista University Events, and approve the Code Enforcement Summary. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Rice absent. Motion carried.

Recognition of Those Involved in Recent Ice Rescue & Recovery Efforts

Mayor Porsch, Council Members and Chief Mark Prosser recognized the individuals involved in the recent ice rescue and recovery efforts. Plaques were given to Dr. James Faine, Mark Kirkholm, Buena Vista County Communication Center, Buena Vista County Sheriff's Department, Buena Vista Emergency Medical Services and Paramedics, Buena Vista Regional Medical Center staff, Storm Lake Fire Department, and the Storm Lake Police Department. Mayor Porsch said that he is proud to be a part of Storm Lake and that the City is extremely fortunate to have all of these individuals as a part of Storm Lake. Chief Mark Prosser told the individuals that is an honor to work with all of you.

Community Education Presentation – Joe Kucera presented to the City Council information regarding all of the programs offered to the community, the attendance of the programs, discussed the New Performing Arts series and the Project Engage scholarship program available to individuals.

Trevina Jefferson Child Care Presentation – Trevina Jeffers, a child care advocate, presented to the City Council her program called Trepson which is working to set up new daycare facilities in the City of Storm Lake. Several community members spoke in support of Ms. Jefferson's efforts. Ms. Jefferson requested an official City endorsement from City Council of efforts to develop more child care in Storm Lake. Mayor Porsch with the consensus of Council Members, directed staff to put together an endorsement request for consideration at the April 1, 2019 Council meeting.

Public Ways -- Moved by Council Member Ibarra to pass on second reading Ordinance No. 07-O-2018-2019 Proposed Amendments to Chapter 10-6 Public Ways. Seconded by Council Member McKinney. Vote: All ayes with Council Member Rice absent. Motion carried. Passed on 2nd reading.

3rd Addition 20 Lot Sale – Public Hearing on the proposal to enter into a development agreement with Joseph Aube which includes the potential sale of the City's interest in real property. Mayor Porsch opened the public hearing. No comments from the public. Hearing closed.

Moved by Council Member Engelmann to adopt Resolution No. 52-R-2018-2019 making final determination on potential sale of interest in real property and approving and authorizing execution of a development agreement by and between the City of Storm Lake and Joe Aube. Seconded by Council Member Ibarra. Roll call vote: All Ayes with Council Member Rice absent. Motion carried.

RESOLUTION NO. 52-R-2018-2019

RESOLUTION MAKING FINAL DETERMINATION ON POTENTIAL SALE OF INTEREST IN REAL PROPERTY AND APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF STORM LAKE AND JOSEPH AUBE

WHEREAS, by Resolution No. 15-R-2014-2015, adopted July 21, 2014, and which has been amended twice, lastly by Amendment No. 2 adopted by Resolution No. 33-R-2018-2019 on December 3, 2018, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Storm Lake 3rd Addition Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Storm Lake 3rd Addition Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Buena Vista County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, such Plan provides for, among other things, the disposition of property for private development as a proposed renewal action; and

WHEREAS, the City has received a proposal from Joseph Aube (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the City would agree to sell to Developer and the Developer would agree to purchase certain real property located within the Urban Renewal Area (the "Development Property"); and

WHEREAS, the Agreement further proposes that the Developer will construct certain Minimum Improvements (as defined in the Agreement) together with all related site improvements on the Development Property; and

WHEREAS, the Agreement further proposes that the City will waive the standard building permit fees charged by the City for building permits issued by the City for the Minimum Improvements; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to dispose of property and execute contracts in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the terms of the Agreement satisfy the "fair market value" and "competitive bidding" requirements of Iowa Code Section 403.8; and

WHEREAS, in compliance with Sections 403.8, 364.6, and 364.7 of the Code of Iowa, the Council has set forth its proposal to dispose of interests in the Development Property, by publishing notice of a thirty day competitive bidding period followed by publication of notice of a public hearing on the Agreement and has held said hearing; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement, which includes the potential sale of the Development Property (as defined in the Agreement), and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. The Council finds that disposal of interests in the Development Property to the Developer as set forth in the Agreement will benefit the health, safety and welfare of, and is in the best interests of the residents of the City. The Council further finds that transfer of the Development Property will promote economic development in the City and that these benefits, together with the other consideration provided for in the Agreement, constitute fair consideration for the disposal of interests in the Development Property under Section 403.8, Code of Iowa.

Section 2. The proposal to sell the Development Property to the Developer pursuant to the terms of the proposed Agreement is hereby approved.

Section 3. That the performance by the City of its obligations under the Agreement, including but not limited to selling the Development Property to the Developer in connection with the redevelopment of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance

thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

Section 4. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 18th day of March, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Mayor Porsch opened the public hearing. No comments from the public. Hearing closed.

Moved by Council Member Smith to adopt Resolution No. 51-R-2018-2019 approving sale of real estate – 20 lots 3rd addition. Seconded by Council Member Ibarra. Roll call vote: All Ayes with Council Member Rice absent. Motion carried.

RESOLUTION NO. 51-R-2018-2019

RESOLUTION APPROVING THE SALE AND CONVEYANCE OF REAL ESTATE TO JOSEPH AUBE, AND AUTHORIZING THE MAYOR AND CLERK TO EXECUTE THE CONTRACTS, DEEDS, AND DOCUMENTS FOR SUCH SALE AND CONVEYANCE

WHEREAS, the City of Storm Lake, Iowa (the “City”) is the owner of real estate described as follows:

LOTS ONE THROUGH THREE (1-3), AND SIX THROUGH TWENTY-TWO (6-22), ALL IN THE THIRD ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest (SW) corner of Lot One (1) in said Third Addition; Thence South $88^{\circ} 36' 49''$ East, along the South line of said Third Addition, 211.67 feet to the Southwest (SW) corner of Lot Eight (8); Thence continuing along said South line, South $88^{\circ} 37' 05''$ East, 547.18 feet to the Southeast (SE) corner of Lot Thirteen (13); Thence North $01^{\circ} 58' 37''$ East, along the East line of said Lot Thirteen (13), 82.82 feet; Thence continuing along said East line, North $20^{\circ} 00' 51''$ West, 24.95 feet to the East line of Magnolia Lane; Thence along said East line on the arc of a 65.00 foot radius curve, concave westerly, 74.36 feet, said curve having a chord which bears North $03^{\circ} 15' 10''$ East, for 70.37 feet to the East line of Lot Fourteen (14); Thence North $17^{\circ} 21' 39''$ East, along said East line, 25.00 feet; Thence continuing along said East line, North $01^{\circ} 58' 36''$ East, 86.02 feet to the North line of said Lot Fourteen (14); Thence North $88^{\circ} 36' 31''$ West, along said North line, 110.22 feet to the East line of Lot Twenty-Two (22); Thence North $01^{\circ} 58' 36''$ East, along said East line, 113.27 feet to the South line of East 13th Street; Thence North $88^{\circ} 37' 55''$ West, along said South line, 497.99 feet to the West line of Oneida Street; Thence South $01^{\circ} 39' 55''$ West, along said West line, 124.66 feet to the North line of Lot Three (3); Thence North $88^{\circ} 36' 10''$ West, along said North line, 150.13 feet to the West line of the Third Addition; Thence South $01^{\circ} 59' 04''$ West, along said West line, 274.97 feet to the Point of Beginning.

Excepting those portions of Lot A contained herein shown on the Final Plat of the Third Addition to Storm Lake as Oneida Street and Magnolia Lane rights-of-way.

The above described parcel contains 6.23 gross acres, less excepted street rights of way containing 1.44 acres for a net area of 4.79 acres.

(the "Real Estate");

WHEREAS, the City Council, by Resolution adopted February 4, 2019, proposed that the City sell and convey the Real Estate to Joseph Aube (the "Developer") pursuant to a proposed Agreement for Private Development (the "Agreement"), under which, the City will sell and

convey the Real Estate to the Developer and the Developer will pay the City \$300,000.00, or \$15,000.00 per lot, as the purchase price for the Real Estate, payable as follows: 10% of the total purchase price (\$30,000.00), or \$1,500.00 per each of the twenty lots comprising the Real Estate, at closing and the balance of each lot's portion of the purchase price (\$13,500.00) prior to issuance by the City of a certificate of occupancy for a housing unit on the lot;

WHEREAS, under the Agreement, the Developer will cause the construction and completion of three housing units on lots within the Real Estate each year from 2020 through 2025, and two housing units on lots within the Real Estate in the year 2026, with a housing unit deemed completed upon issuance of a certificate of occupancy by the City;

WHEREAS, the Real Estate is not otherwise needed by the City;

WHEREAS, notice of the March 18, 2019 public hearing on the proposed sale and disposition has been made to the public by publication in the Storm Lake Times on March 1, 2019, pursuant to a directive to the Clerk contained in the February 4, 2019 Resolution, and such hearing has now been held; and

WHEREAS, no objections to the proposed sale and conveyance have been made.

NOW, THEREFORE, BE IT RESOLVED that the City of Storm Lake, Iowa does hereby agree to sell and convey the Real Estate to the Developer for \$300,000.00 and on the terms and conditions of the Agreement.

IT IS FURTHER RESOLVED AND DIRECTED that the Mayor and City Clerk are authorized to sign and otherwise execute the Contract, and all necessary contracts, deeds, and documents associated with the sale on behalf of the City for the purpose of selling and conveying the Real Estate to the Developer under the terms and conditions aforesaid.

Passed and approved this 18th day of March, 2019.

Michael Porsch, Mayor

Attest:

Mayra A. Martinez, City Clerk

Michigan Street Parking Lot Project – Moved by Council Member Ibarra to set a public hearing for April 15, 2019 at 5:00 pm to approve plans, specifications, form of contract and engineer's opinion of probable costs for Michigan Street parking lot project. Seconded by Council Member McKinney. Vote: All Ayes with Council Member Rice absent. Motion carried.

Oneida Street Reconstruction – Moved by Council Member Ibarra to approve the FY 2020 FAST Act application for Oneida Street reconstruction phase 2 project. Seconded by Council Member Engelmann. Vote: All Ayes with Council Member Rice absent. Motion carried.

North Central Shared Use Path – Moved by Council Member McKinney to adopt Resolution No. 53-R-2018-2019 to Approve and Submit Transportation Alternative Project Application for North central Shared Use Path. Seconded by Council Member Engelmann. Roll call vote: All Ayes with Council Member Rice absent. Motion carried.

RESOLUTION NO. 53-R-2018-2019

RESOLUTION SUPPORTING THE NORTH CENTRAL SHARED USE PATH
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA

WHEREAS, the City Council considers bicycle and pedestrian transportation to be of importance to the city by providing the community with recreation and transportation opportunities as well as the possibilities of economic and community development; and

WHEREAS, the City's Comprehensive Plan supports creation and development of bicycle and pedestrian transportation paths in the community; and

WHEREAS, the Mayor's Advisory Committee for Parks, Trails, and Urban Forest is in support of this project; and

IT IS THEREFORE RESOLVED that the City Council of Storm Lake, IA endorses the North Central Shared Use Path project, and will provide maintenance and operation of for a minimum of twenty (20) years.

PASSED AND APPROVED this 18th day of March, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

10th and Ontario Stormwater Project – Moved by Council Member Engelmann to adopt Resolution No. 54-R-2018-2019 for Change Order No. 2 to the contract with Healy Excavating, of Lake View, Iowa for the 10th and Ontario Storm Water Improvements project. Seconded by Council Member Ibarra. Roll call vote: All Ayes with Council member Rice absent. Motion carried.

RESOLUTION NO. 54-R-2018-2019

RESOLUTION APPROVING CHANGE ORDER NO. ONE TO THE 10th AND ONTARIO STORM WATER IMPROVEMENTS PROJECT

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

Section 1. To approve Change Order No. 2 to the contract with Healy Excavating, of Lake View, Iowa for the 10th and Ontario Storm Water Improvements Project. Change Order No. 2 extends the final completion date from March 31, 2019 to June 30, 2019. No additional costs are incurred with this change order.

PASSED AND APPROVED this 18th day of March, 2019.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

City Council Requested Items – City Manager Keri Navratil presented information in regards to Downtown Business District overnight parking during snow removal season. Council Member McKinney recommended with concurrence from Council Member Engelmann that a work session be held in April, May or June 2019 to discuss consideration of changes to the No

These are draft minutes Subject to Final Council Approval

Parking hours for the Downtown Business District to be 3:00 AM to 6:00 AM and changes to the designated parking lots during snow removal operations.

Adjournment – Moved by Council Member Ibarra to adjourn the meeting at 6:19 pm.
Seconded by Council Member Smith. Vote: All ayes with Council Member Rice absent.
Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

4/1/2019

Agenda Item # B.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Buy Local Information**

BACKGROUND: Early in 2011 during a Study Session discussion Council asked staff to look at putting together some analysis information regarding the amount of purchases made locally. We have pulled that information together and a provided a summary of purchases identified in the current list of bills to be approved that are purchased locally (within the City of Storm Lake), within Buena Vista County, and outside of Buena Vista County are presented here for Council's review. This information is presented for for both the City and King's Pointe's bills.

As the reader reviews the information they should note the following key notes:

- Costs associated with any major capital project (those bid under the State of Iowa Bid Law) are excluded from the calculation
- Costs associated with travel is excluded from the calculation and %
- Costs associated with payroll is excluded from the calculation and %
- In some cases there is only one vendor or an item is only available from vendors outside of the City limits and/or Buena Vista County – we have not identified these
- Some departments have fairly minor budgets and a major purchase can skew the % and or amount for a given review period (For Example: the Airport may have normally \$4,000 - \$6,000 in expenses until they purchase Jet Fuel or Av Gas which can be \$10,000 + and as a vendor who is not local this can skew the information for that review period)
- Local has been determined to be has an office front in the

area and based on where the office front is located for local vs. BV County (For Example: Wal-Mart is considered local since they have a store in Storm Lake even though their headquarters is not located here)

As with all analytical data it is possible to interpret the numbers in a variety of ways and as we move forward we would be happy to provide further detail and or revise the way in which we show the data. Likewise if you have any questions or concerns please don't hesitate to contact city staff.

FISCAL IMPACT:

Calculated Expenses	
Payroll/Refunds/ Insurance	\$97,279.86
Contracts/Agreements	\$8,127.00
Local Businesses	\$67,585.44
Buena Vista County Business	\$2,614.37
Non-Local Business	\$77,537.82
Total Expenses	\$253,144.49
Please see attachment for supporting documents	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

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



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 03/21/2019 - 04/03/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Control Systems Specialists, LLC	BVC	Headworks Building HVAC Repairs	1,002.73
Power Solutions, Inc	BVC	FY2019 Gnerator Service Plan	1,100.00
RR Electric LLC	BVC	Hangar Door Rewire	418.50
Buena Vista County Solid Waste	BVC	Recycling	81.64
Buena Vista County Recorder	BVC	Copies	11.50
	BVC Total:	2,614.37	
Contract/Agreement			
Storm Lake Public Library Gallery Guild Inc	Contract/Agreement	4th Quarter FY2019 Funding	2,750.00
Local Government Professionals Services, ll	Contract/Agreement	9th Installment of Services	2,500.00
Emmons & Olivier Resources, Inc	Contract/Agreement	Design Services through 2/28/2019	2,877.00
	Contract/Agreement Total:	8,127.00	
Local			
MidAmerican Energy Company	Local	Electric Services	52,545.91
Vanish LLC	Local	February 2019 Towing Services	4,300.00
Mangold Environmental Testing, Inc	Local	Testing Services	1,825.80
Michael Reinert	Local	Snow Plow Repairs	1,644.81
Arnold Motor Supply, LLP	Local	Supplies	1,244.77
Bomgaars Supply, Inc	Local	Supplies	1,209.04
Fastenal Company	Local	Reel for Fuel Truck	840.74
Larson Oil & Distributing Co, Inc	Local	Propane	774.00
Builders FirstSource Inc	Local	Tube & Panel	333.17
Lakeshore Cafe	Local	Budget Meeting Supplies	603.79
Qwest Corporation	Local	Phone Service	241.42
Deere Credit, Inc	Local	Transmission Oil Leak Repairs	236.84
WalMart #01-1526	Local	Supplies	225.77
Buena Vista Regional Medical Center	Local	Services	201.45
Rebnord Technologies, Inc	Local	Monitor	199.95
Casey's General Store #3030	Local	Coffee with a Cop	172.94
Ferguson Enterprises, Inc	Local	Water Line	172.56
Hy-Vee, Inc	Local	IPTV Supplies	156.43
King's Pointe Resort	Local	3/16/2019 Legislative Coffee	152.25
Fastenal Company	Local	Gas Meter Calibration	125.00
Plumbing & Heating Wholesale, Inc	Local	Faucet	115.41
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose & Supplies	106.25
O'Reilly Automotive Inc	Local	Lights	103.00
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose & Ends	99.44
Builders FirstSource Inc	Local	Sealant	51.84
Storm Lake Hydraulics Co, Inc	Local	Pipe	49.47
Fastenal Company	Local	Supplies	44.83
Storm Lake Hydraulics Co, Inc	Local	Pressure Washer Hose	43.48
Michael Reinert	Local	Rod	41.22
Plumbing & Heating Wholesale, Inc	Local	Casino LS Supplies	32.16
Graffix Inc	Local	Signage	10.00
Mangold Environmental Testing, Inc	Local	Shipping	7.82
Fastenal Company	Local	Clamp	3.88
Builders FirstSource Inc	Local	Panel Returned	-330.00
	Local Total:	67,585.44	
Non-Local			
MRA Custom Applications, LLC	Non-Local	Lime Hauling Services through 2/4/2019	16,111.06
US Peroxide, LLC	Non-Local	Hydrogen Peroxide	15,801.90
Winther, Stave & Co., LLP	Non-Local	FY2018 Audit Services	15,000.00
Mississippi Lime Company	Non-Local	Lime	10,588.14

My Buy Local_v1

Payment Date Range: 03/21/2019 - 04/03/2019

Vendor Name	Buy Local Info	Payable Description	Total Payments
Schaeffer Manufacturing Company	Non-Local	Oil	4,596.80
Sta-Mel Enterprises, Inc	Non-Local	Deicing Salt	5,023.85
Qualified Presort Service, LLC	Non-Local	Printing Services	1,585.39
National Fire Protection Association	Non-Local	FY2019 Membership- Jones	1,575.00
Heiman Inc	Non-Local	Saw & Blades	1,063.70
R & R Products, Inc	Non-Local	Mower Supplies	1,022.41
Ed M. Feld Equipment Company, Inc	Non-Local	Battery Charger Replacement	807.22
Pitney Bowes Inc	Non-Local	Postage	484.00
Qualified Presort Service, LLC	Non-Local	Printing Services	443.02
Davis Equipment Corporation	Non-Local	Bushings & Supplies	387.75
Creative Product Sourcing, Inc	Non-Local	Dare Supplies & T-Shirts	384.48
Digital Ally Inc	Non-Local	Battery & Camera	355.00
Karl Chevrolet, Inc	Non-Local	Siren Speaker	345.50
Midwest Breathing Air, LLC	Non-Local	Quarterly Air Test	256.00
Qualified Presort Service, LLC	Non-Local	Printing Services	231.81
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	220.40
Tyler Technologies, Inc	Non-Local	Coverseal Services	218.75
Davis Equipment Corporation	Non-Local	Seal Kit	177.02
University Enterprises, Inc	Non-Local	Enrollment- Tarin	150.00
Tyler Technologies, Inc	Non-Local	Coverseal Services	125.00
Iowa Lakes Regional Water	Non-Local	February 2019 Water Service	98.29
Cintas First Aid & Safety	Non-Local	First Aid Supplies	97.24
RJ Thomas Manufacturing Company, Inc	Non-Local	K9 Decals	92.58
Ed M. Feld Equipment Company, Inc	Non-Local	Faceshield	91.80
Davis Equipment Corporation	Non-Local	Seal Kit	81.04
Cintas First Aid & Safety	Non-Local	First Aid Supplies	42.99
Brownells, Inc	Non-Local	Supplies	42.68
Steven A Beeck	Non-Local	Window Cleaning Services	37.00
Non-Local Total:		77,537.82	
Payroll/Refunds			
Cody Alan Atkinson	Payroll/Refunds	Frank Starr Park Refund	50.00
Payroll/Refunds Total:		50.00	
Grand Total:		155,914.63	



Storm Lake, IA

Project Activity vs Budget Report

By Project Number

Date Range: 03/21/2019 - 04/03/2019

Project Number	Project Name	Group	Type	Status				
01112-0019	WasteWater Treatment Facility Wetlands	National Resiliency Disaster Grant Projects	Federal/State Grant	Active				
Expenses								
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
62100001-02	WWTP Engineering	195,000.00	22,941.18	160,771.44	2,397.00	163,168.44	31,831.56	
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity		
621-8065-09-6499	Contractual Services	04/01/2019	Design Services through 2/28/2019	Emmons & Olivier Resources, Inc	01112-0019-28	2,397.00		
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
62100001-03	WWTP Legal/Admin	10,635.00	1,251.18	6,375.62	312.50	6,688.12	3,946.88	
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity		
621-8065-09-6499	Contractual Services	04/01/2019	9th Installment of Services	Local Government Professionals S...	2019-SC-0017	312.50		
01112-0019 Total:		205,635.00	24,192.36	167,147.06	2,709.50	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								
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
62100002-01	10th & Ontario Construction	1,432,754.21	168,559.34	1,276,540.83	0.00	1,276,540.83	156,213.38	
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
62100002-02	10th & Ontario Engineering	313,500.00	36,882.36	313,555.12	0.00	313,555.12	-55.12	
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
62100002-03	10th & Ontario Legal/Admin	7,500.00	882.36	3,240.62	312.50	3,553.12	3,946.88	
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity		
621-8065-09-6499	Contractual Services	04/01/2019	9th Installment of Services	Local Government Professionals S...	2019-SC-0017	312.50		
01112-0020 Total:		1,753,754.21	206,324.06	1,593,336.57	312.50	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								
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
62100003-02	4th & Oats Engineering	137,000.00	16,117.64	82,701.21	353.25	83,054.46	53,945.54	
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity		
620-8065-09-6499	Contractual Services	04/01/2019	Design Services through 2/28/2019	Emmons & Olivier Resources, Inc	01112-0021-24	353.25		

Project Activity vs Budget Report

Date Range: 03/21/2019 - 04/03/2019

Account Key	Account Name		Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100003-03	4th & Oats Legal & Admin		15,500.00	1,823.54	11,940.62	312.50	12,253.12	3,246.88
GL Account Number	GL Account Name	Post Date	Description		Vendor Name	Item Number		Activity
621-8065-09-6499	Contractual Services	04/01/2019	9th Installment of Services		Local Government Professionals S...	2019-SC-0017		312.50
01112-0021 Total:			152,500.00	17,941.18	94,641.83	665.75	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 Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100004-02	4th & Barton SW Improvements		118,500.00	13,941.18	61,337.50	0.00	61,337.50	57,162.50
Account Key	Account Name		Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100004-03	4th & Barton Legal/Admin		7,500.00	882.36	3,240.62	312.50	3,553.12	3,946.88
GL Account Number	GL Account Name	Post Date	Description		Vendor Name	Item Number		Activity
621-8065-09-6499	Contractual Services	04/01/2019	9th Installment of Services		Local Government Professionals S...	2019-SC-0017		312.50
16-19284 Total:			126,000.00	14,823.54	64,578.12	312.50	64,890.62	61,109.38
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	Total Activity	Ending Balance	Budget Remaining
62100006-01	1st & Mae SW Construction		674,382.59	79,339.12	608,824.64	0.00	608,824.64	65,557.95
Account Key	Account Name		Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100006-02	1st & Mae SW Engineering		180,000.00	21,176.48	108,490.69	0.00	108,490.69	71,509.31
Account Key	Account Name		Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
62100006-03	1st & Mae SW Legal/Admin		13,500.00	1,588.24	9,240.63	312.50	9,553.13	3,946.87
GL Account Number	GL Account Name	Post Date	Description		Vendor Name	Item Number		Activity
621-8065-09-6499	Contractual Services	04/01/2019	9th Installment of Services		Local Government Professionals S...	2019-SC-0017		312.50
35665 Total:			867,882.59	102,103.84	726,555.96	312.50	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	Total Activity	Ending Balance	Budget Remaining
62100008-01	7th & Geneseo Construction		348,446.35	40,993.68	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	5,336.48	45,360.00	0.00	45,360.00	0.00

Project Activity vs Budget Report

Date Range: 03/21/2019 - 04/03/2019

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	1,941.18	12,240.63	312.50	12,553.13	3,946.87
GL Account Number	GL Account Name	Post Date	Description			Vendor Name	Item Number	Activity	
621-8065-09-6499	Contractual Services	04/01/2019	9th Installment of Services			Local Government Professionals S...	2019-SC-0017	312.50	
8406 Total:				410,306.35	48,271.34	406,046.98	312.50	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	Total Activity	Ending Balance	Budget Remaining
Account Key	Account Name			Total Budget					
30100001-01	Richland St Construction			464,969.30	51,663.26	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	5,000.00	75,253.25	0.00	75,253.25	-30,253.25
P11.106893 Total:				509,969.30	56,663.26	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					Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Account Key	Account Name			Total Budget					
62100007-01	NCSW Ph II Construction			1,595,092.00	187,657.88	1,595,092.00	0.00	1,595,092.00	0.00
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	32,117.64	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	882.36	3,393.63	312.50	3,706.13	3,793.87
GL Account Number	GL Account Name	Post Date	Description			Vendor Name	Item Number	Activity	
621-8065-09-6499	Contractual Services	04/01/2019	9th Installment of Services			Local Government Professionals S...	2019-SC-0017	312.50	
P11.112742 Total:				1,875,592.00	220,657.88	1,850,334.88	312.50	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					Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Account Key	Account Name			Total Budget					
12500001-01	3rd Addition Ph III Construction			465,050.20	51,672.26	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	5,611.12	16,786.50	0.00	16,786.50	33,713.50
P11.113934 Total:				515,550.20	57,283.38	184,897.10	0.00	184,897.10	330,653.10

Project Activity vs Budget Report
Date Range: 03/21/2019 - 04/03/2019

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	3,149.52	31,406.50	0.00	31,406.50	14,261.50	
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
62100005-03	Memorial Park WQ Legal/Admin	7,500.00	517.24	3,240.63	312.50	3,553.13	3,946.87	
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity		
621-8065-09-6499	Contractual Services	04/01/2019	9th Installment of Services	Local Government Professionals S...	2019-SC-0017	312.50		
P11.115917 Total:		53,168.00	3,666.76	34,647.13	312.50	34,959.63	18,208.37	
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	10,298.76	8,998.00	0.00	8,998.00	73,392.00	
P11.117908 Total:		82,390.00	10,298.76	8,998.00	0.00	8,998.00	73,392.00	
Project Number	Project Name	Group	Type	Status				
T51.115389	Rehabilitate Connector Apron	Airport Projects	Federal/State Grant	Active				
Expenses								
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
30100002-01	Apron Rehab- Construction	79,353.50	0.00	71,717.40	0.00	71,717.40	7,636.10	
Account Key	Account Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	
30100002-02	Apron Rehab- Engineering	28,700.00	0.00	28,207.50	0.00	28,207.50	492.50	
T51.115389 Total:		108,053.50	0.00	99,924.90	0.00	99,924.90	8,128.60	

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	24,192.36	167,147.06	2,709.50	169,856.56	35,778.44
01112-0020	10th & Ontario StormWater Improvem...	1,753,754.21	206,324.06	1,593,336.57	312.50	1,593,649.07	160,105.14
01112-0021	4th & Oats StormWater Improvements	152,500.00	17,941.18	94,641.83	665.75	95,307.58	57,192.42
16-19284	4th & Bartion Storm Water Improvemen...	126,000.00	14,823.54	64,578.12	312.50	64,890.62	61,109.38
35665	1st & Mae Street	867,882.59	102,103.84	726,555.96	312.50	726,868.46	141,014.13
8406	7th & Geneseo St Sanitary Sewer Impro...	410,306.35	48,271.34	406,046.98	312.50	406,359.48	3,946.87
P11.106893	Richland Street Rehabilitation	509,969.30	56,663.26	540,222.55	0.00	540,222.55	-30,253.25
P11.112742	North Central SW Phase II	1,875,592.00	220,657.88	1,850,334.88	312.50	1,850,647.38	24,944.62
P11.113934	3rd Addition Phase III	515,550.20	57,283.38	184,897.10	0.00	184,897.10	330,653.10
P11.115917	Memorial Park Water Quality	53,168.00	3,666.76	34,647.13	312.50	34,959.63	18,208.37
P11.117908	Michigan Street Parking Lot Reconstruct...	82,390.00	10,298.76	8,998.00	0.00	8,998.00	73,392.00
T51.115389	Rehabilitate Connector Apron	108,053.50	0.00	99,924.90	0.00	99,924.90	8,128.60
Report Total:		6,660,801.15	762,226.36	5,771,331.08	5,250.25	5,776,581.33	884,219.82

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	0.00	99,924.90	8,128.60
Economic Development	515,550.20	57,283.38	184,897.10	0.00	184,897.10	330,653.10
National Resiliency Disaster Grant Proje...	5,444,838.15	637,980.96	4,937,288.53	5,250.25	4,942,538.78	502,299.37
Street Construction	592,359.30	66,962.02	549,220.55	0.00	549,220.55	43,138.75
Report Total:	6,660,801.15	762,226.36	5,771,331.08	5,250.25	5,776,581.33	884,219.82

Type Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Construction	1,107,909.50	124,245.40	734,117.65	0.00	734,117.65	373,791.85
Federal/State Grant	5,552,891.65	637,980.96	5,037,213.43	5,250.25	5,042,463.68	510,427.97
Report Total:	6,660,801.15	762,226.36	5,771,331.08	5,250.25	5,776,581.33	884,219.82

Staff Summary

4/1/2019

Agenda Item # C.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: **SLPD Code Enforcement Summary**

BACKGROUND: 3-14-2019 through 3-28-2019

Total Contacts	65
Junk Vehicles	15
Accumulated Trash	17
Accumulated Junk	24
Accumulated Used Tires	4
Hard Surface Parking	1
Semi in Driveway	1
Blowing Snow into Street	1
Snow Not Removed	1
CCE	1
Citations	0

FISCAL IMPACT: None

RECOMMENDATION: No Action Required

Staff Summary

4/1/2019

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: Keri Navratil, City Manager

SUBJECT: **SALUD Request For Funding**

BACKGROUND: SALUD in collaboration with AmeriCorps Vista and the Hunger-Free Iowa Initiative to launch a Buena Vista County Hunger Focus group.

After the focus group, the Hunger Dialogue was launched—monthly gatherings providing an inclusive platform for open communication about food issues in the community. There we learn more about the face of hunger from local experts and discuss community strengths and challenges. Together, we address community priorities and formulate action steps to address those needs.

This year, a performance and visual art with the hopes of engaging and inspiring more people to do their part to eradicate food insecurity in their communities

SALUD is requesting the City Council to consider covering Ann Zimmerman's cost out of the Culture and Recreation fund.

FISCAL IMPACT: Hotel/Motel funding has \$20,000 budgeted for Fiscal Year 2019-2020 for culture and recreation requests from non-profit entities.

RECOMMENDATION: City Council consider funding request.

ATTACHMENTS:

Description	Type
☐ Funding Request Letter	Backup Material
☐ Performance Contract	Backup Material

Homegrown

Local Responses to Food Insecurity

In October of 2015 SALUD began collaboration with AmeriCorps Vista and the Hunger-Free Iowa Initiative to launch a Buena Vista County Hunger Focus group. It was at that focus group on Jan. 22 of 2016 that many heard about the ALICE (Asset Limited, Income Constrained, Employed) report for the first time. That report revealed that in addition to the 11.9% of Iowans who function at poverty level, an additional 24.6% (ALICE) do not earn enough to cover basic necessities such as housing, childcare, food, transportation and health care. In Iowa, BV County included, one in eight adults and one in five children do not know where their next meal is coming from. Over 80% of our k-12 students are on free or reduced lunch programs. A visit to the food pantry at Upper Des Moines or Tornado Alley, the food rescue project at Methodist Church, the monthly food box distribution at the Middle School or the Kiwanis bi-monthly mobile food pantry appear to confirm these numbers. Statistics take on a new meaning when you see your neighbors in line for food distribution.

After the focus group, the Hunger Dialogue was launched—monthly gatherings providing an inclusive platform for open communication about food issues in the community. There we learn more about the face of hunger from local experts and discuss community strengths and challenges. Together, we address community priorities and formulate action steps to address those needs.

In 2017 ISU Extension & Outreach, Food Bank of Iowa and SALUD partnered together to hold a Food Security Summit to foster collaboration and improve strategies to fight hunger in Northwest Iowa. In 2018 Buena Vista University joined the team and we held our second summit, addressing food insecurity issues by learning about grassroots projects and funding opportunities.

In 2019 SALUD, ISU Extension & Outreach, Food Bank of Iowa, Eden Gardens, Buena Vista University and the local Kiwanis chapter are working together to create our third annual summit: Homegrown, Local Responses to Food Insecurity. This year, we will use performance and visual art with the hopes of engaging and inspiring more people to do their part to eradicate food insecurity in their communities.

Our goal is to keep this affordable for the public. We will charge \$10.00 for the whole event which includes the Eden Gardens/Bridge/ Farmer's Market tour and Taste of Storm Lake meal at the end of the day. Individuals wanting to purchase a ticket for just the meal may do so for \$7. The performances will be free to the public. The cost of the event will be covered by grants and donations. We are asking the City Council to consider covering Ann Zimmerman's cost out of the Culture and Recreation fund. Ann's contract is attached. Her website is annzimmerman@www.com

Budget

Farm to Fork Tales (Mary Swander)	\$1000.00
Farm to Fork Food Truck	\$500.00 (subsidized)
Ann Zimmerman (singer/songwriter)	\$650.00
Bus & driver	\$250.00
Advertising	\$100.00
Deposit for Shelter house	\$100.00
Food permit	\$33.50
Chairs	\$100.00
Tent	\$500.00
<u>Porta potty (2)</u>	<u>\$200.00</u>
Total	\$3.433.50

Tentative Schedule

1 pm.	Registered participants depart for Eden Gardens from Chautauqua Park
1:30—3:30	Eden Gardens Tour of Eden Gardens Intros and words (BRIEF!) by: Richard Anderson Mary Swander team / Ann Zimmerman Food Bank of Iowa/Hunger Dialogue /ISU Ext. / Kiwanis Refreshments: Boyer Gardens: Tomato Tasting, Jan Pingle: Aronia Berry Salsa, Aquas?, Coffee (iced?) from the Bridge
3:30	Bus leaves for The Bridge Gardens, Visit with Shelly Rock
4:00	Bus leaves for Farmer's Market
4:45	Bus leaves for Taste of Storm Lake at Chautauqua Park
5:00—7:00	Farm to Fork Food Truck /Ann Zimmerman/ Story Tellers High School posters displayed (Norman Borlaug contest)
7:00	clean up

PERFORMANCE CONTRACT

This contract is made between:

PERFORMER:

Ann Zimmerman

3904 N. Ohio

Salina, KS 67401-9259

Phone: 785-825-7135 (home); 785-309-0390 (office); 785-493-2981 (cell: day of performance only)

Email: ann@annzimmerman.com

AND

SPONSOR:

ORGANIZATION NAME _____

CONTACT PERSON _____ Di Daniels

ADDRESS _____

TELEPHONE _____

E-MAIL: _____ didaniels2009@gmail.com

Performer Ann Zimmerman will sing and accompany herself on piano and guitar under the following conditions:

DATE OF PERFORMANCE: _____ Thursday, September 5, 2019

TIME OF PERFORMANCE: _____ tba

LOCATION OF PERFORMANCE: _____ Eden Gardens & Chataqua Park

PAYMENT TO PERFORMER (on performance date unless otherwise stated): **\$650**

PERFORMER WILL PROVIDE: _____ family friendly music/entertainment; musical instruments; recordings for sale; sound system, if needed;

Note: Performer's bio, photo and other information are available at **www.annzimmerman.com** or can be sent by mail at sponsor's request.

SPONSOR WILL PROVIDE: _____ advance publicity & promotion, electricity for sound system, or full sound system if available; table for sale of recordings

SPECIAL CONDITIONS: _____ This performance is part of the Food Security Summit – Farm-to-Fork-tales.

ANN ZIMMERMAN, PERFORMER
DATE: _____

FOR THE SPONSOR
DATE: _____

Staff Summary

4/1/2019

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: David Derragon, Assistant City Manager

SUBJECT: **Motion Approving A Letter of Support For Trevina Jefferson And The Trepson Foundation**

BACKGROUND: On March 18, 2019, Trevina Jefferson, from the Trepson Foundation, presented information to Council regarding child care in the community. Ms. Jefferson requested a letter of support from Council related to her efforts in creating additional options for increased availability of child care.
The attached Letter of Support can be approved or edited for approval as directed by the City Council.

FISCAL IMPACT: None

RECOMMENDATION: Approve the Letter of Support for Trevina Jefferson from the Trepson Foundation

ATTACHMENTS:

Description	Type
Letter of Support	Backup Material



April 1, 2019

Re: Trepson Foundation

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

Greetings:

It is with pleasure that the Mayor and City Council of Storm Lake, IA provide endorsement of the efforts of Trevina Jefferson, through the Trepson Foundation, to enhance child care options in Storm Lake.

Clearly demonstrated is the need for resources and solutions to meeting the demand for child care during all hours of the day and night. Increasingly, child care options are crucial to supporting economic development and ensuring growth, stability and vitality in our community. With spots for varying types of child care in the community totaling approximately 715, serving the needs for 2,000 children in the academic year and up to 4,000 children in the summer is obviously inadequate.

The City of Storm Lake is committed to working with the Trepson Foundation, as well as other potential options, in creating a solution that fits the needs of our residents and employers. Finding solutions will require unique partnerships with creativity in thinking to have long term success. The City is committed to working in concert with interested entities to reach success in a role that is legally permitted and supported through State of Iowa Code as well as local regulation.

Through Outside Agency Funding applications, the City has budgeted funds that may be appropriately requested in order to assist with entities with options for child care solutions. Adjustments to resources available may be made in future budgets to accommodate the changing role of the City in partnerships addressing the child care challenge.

The City, when appropriate, stands ready to fulfill its role in facilitating solutions to available child care options. We look forward to working with the Trepson Foundation with the goal of ensuring quality services to parents and children as well as employers in the community.

Respectfully,

Michael Porsch
Mayor

Staff Summary

4/1/2019

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: Scott Olesen, Building Official

SUBJECT: **Ordinance No. 07-O-2018-2019 Proposed Amendments To Chapter 10-6 Public Ways - 3rd Reading**

BACKGROUND: This proposed Ordinance amending Chapter 10-6 of Title X of the City Code of the City of Storm Lake will provide a method to regulate and allow for the limited temporary installation of benches, tables, and chairs for retail sales and dining on the public sidewalk in the Central Business District.

The proposed Ordinance details the requirements for businesses located in the Central Business District who wish to utilize the area adjacent to their business to set tables, chairs, benches, umbrellas, and sandwich board temporary signs. The Ordinance also provides for the continued public use of the sidewalk in accordance with the requirements of the Americans with Disabilities Act, by ensuring that the use of the sidewalk will maintain adequate clear space for pedestrians.

Use of the public sidewalk is limited to between April 1st and October 31st as well as between the hours of 7:00am and 10:00pm. All items placed on the sidewalk in accordance with this Ordinance must be stored inside the business at night.

Amplified sound equipment is not permitted to be used in the sidewalk area and alcohol is not allowed to be served or consumed.

A business will have to make application to the City, will need to provide insurance as provided in the Ordinance, comply with all the requirements detailed in the Ordinance, as well as sign a hold harmless agreement before they will be granted a public ways permit.

The use of the sidewalk will be limited to the adjoining businesses current operation. The space will not be allowed to be "subleased". In other words, a retail business would not be allowed to provide the space in front of their building to a food stand operated by another entity.

FISCAL IMPACT:

Approximately \$500.00 for legal fees for services provided to develop this amendment to the City Code.

RECOMMENDATION:

Review and approve Ordinance Number No. 07-O-2018-2019, amending Chapter 10-6 of Title X of the City Code of the City of Storm Lake, Iowa.

~~On First Reading March 4th, 2019 - Passed~~

~~On Second Reading March 25th, 2019~~

On Third Reading April 1st, 2019

ATTACHMENTS:

Description	Type
📎 Ordinance 07-O-2018-2019	Ordinance

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 or 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

Staff Summary

4/1/2019

Agenda Item # 6.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Professional Services Agreement with ISG for Memorial Lift Station Facility Plan**

BACKGROUND: Memorial Lift station was originally built in 1983 and is an integral part of the wastewater system as 70% of wastewater flows through this lift station. The City intends to apply for a Community Development Block Grant (CDBG) to add redundancy to the system to ensure that that we do not bypass into the lake or to cause 70% of the community to not have access to the wastewater system. In order to start the application process, it is required to have a completed facilities plan. The application deadline is October 1, 2019.

FISCAL IMPACT: ISG will complete the plan for \$25,000 which will be funded through the sewer fund. It is the intent to apply for \$600,000 CDBG funds with the balance of the project funded by a State Revolving Fund loan.

RECOMMENDATION: Motion to approve Professional Services Agreement with ISG in the amount of \$25,000 for the Memorial Lift Station Facility Plan.

ATTACHMENTS:

Description	Type
ISG Professional Services Agreement	Contract

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of **April 1, 2019** ("Effective Date") between the City of Storm Lake ("Owner") and I+S Group, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Memorial Lift Station Facility Plan** ("Project").

Engineer's services under this Agreement are generally identified as follows:

A. Facility Plan

- a. Evaluate facility records, including flows + pumping records
- b. Evaluate physical condition of piping, valves, pumps, and related appurtenances
- c. Evaluate structural integrity of below grade concrete structures and above grade building structures
- d. Evaluate condition of electrical controls and operator interface
- e. Assess the lift station's compliance with applicable building codes for electrical, HVAC, occupancy, etc.
- f. Assess overall process, reliability, redundancy, and safety considerations
- g. Incorporate the results and recommendations of the planned third party non-destructive testing to be performed on the existing lift station process piping
- h. Incorporate the results of the lift station HVAC Study (Study has been previously approved by Owner and is currently underway)
- i. Prepare Engineer's Report outlining identified deficiencies, recommended improvements, and cost estimates for recommended capital expenditures
- j. Prepare and submit IDNR Work Request Record and Self-Assessment Matrix (for IDNR Engineer assignment)
- k. Prepare and submit SRF Intended Use Plan Application + Planning & Design Loan Application (if requested by Owner)

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within a reasonable period of time.

- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, and 2.02 (Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. A Lump Sum amount of **\$25,000.00**.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.

- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Engineer shall procure and maintain Professional Liability Insurance in the Annual Aggregate amount of \$2,000,000 excluding fees, cost and expenses of investigation, claims adjustment, defense, and appeal. Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from the negligence, and professional errors or omissions, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or consultants in the performance of this Agreement (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's Professional Liability insurers in settlement or satisfaction of Owner's Claims under the terms and condition of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). Certificates of insurance will be provided to Owner upon request.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

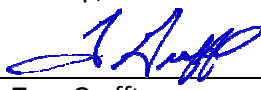
- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Storm Lake

Engineer: I+S Group, Inc.

By: _____
Print name: _____
Title: _____
Date Signed: _____

By:  _____
Print name: Tom Grafft
Title: Associate Principal
Date Signed: March 26, 2019

Engineer License or Firm's Certificate No. (if required):

State of: Iowa

Address for Owner's receipt of notices:

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

Address for Engineer's receipt of notices:

I+S Group, Inc.
1725 N. Lake Ave
Storm Lake, IA 50588

Staff Summary

4/1/2019

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: Scott Olesen, Building Official

SUBJECT: **Service Agreement with Pure Technologies**

BACKGROUND: The piping in Memorial Lift Station was installed in 1983 the the City needs to determine the condition of the header in order to make decisions regarding its future.

Pure Technologies will provide external pipe assessment of the 24-inch header at the Memorial Lift Station in Storm Lake, Iowa. The purpose of the investigations is to better understand the condition of the pipe to potentially avoid bypass operations in the future. Pure Technologies will coordinate test locations and site preparation with the IS Group and the city prior to mobilizing to the project site.

FISCAL IMPACT: The total project cost will not exceed \$12,000. FY 2018-2019 has \$100,000 budgeted for Memorial Lift Station.

RECOMMENDATION: Approve service agreement

ATTACHMENTS:

Description	Type
☐ Service Agreement	Contract

March 25, 2019

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

Re: External Assessment of 24-inch Ductile Iron Force Main Header within the Memorial Lift Station in Storm Lake, IA

Dear Mr. Streed:

This proposal is being provided at the request of the IS Group on behalf of the City of Storm Lake to perform external pipe assessment on the 24-inch Ductile Iron (DIP) header at the Memorial Lift Station. The piping was installed in 1983 and replacing this section would require extensive bypassing and the client wishes to determine the condition of the header in order to make decisions regarding its future.

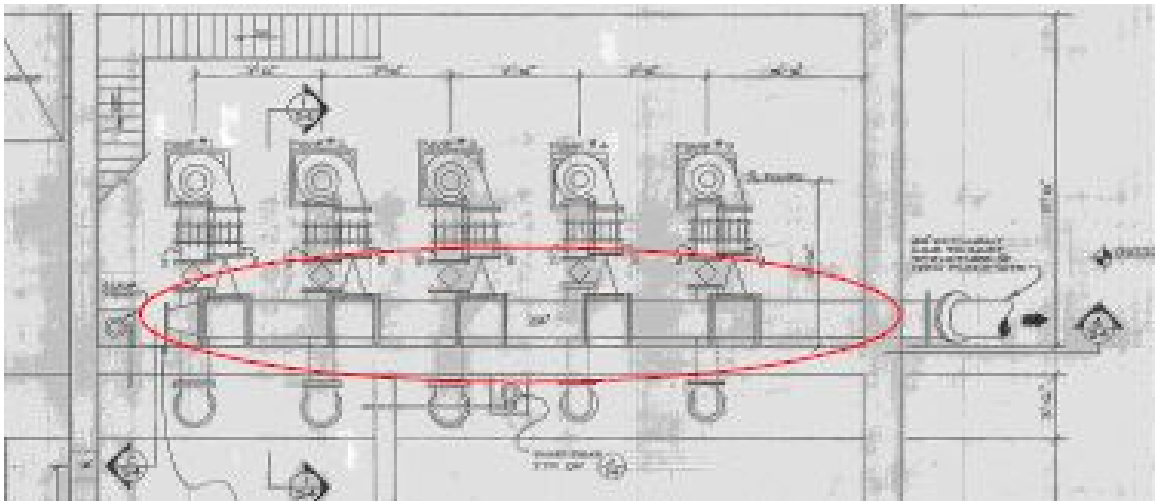
SCOPE OF SERVICES

Pure Technologies will provide external pipe assessment of the 24-inch header at the Memorial Lift Station in Storm Lake, Iowa. The purpose of the investigations is to better understand the condition of the pipe to potentially avoid bypass operations in the future. Pure Technologies will coordinate test locations and site preparation with the IS Group and the city prior to mobilizing to the project site.

PROPOSED APPROACH

Pure Technologies recommends the following project approach that includes:

- **External investigation** of the pipe's condition in the lift station by measuring the pipe wall thickness of the 24-inch header within the confines of the Memorial Lift Station.



External Condition Assessment Investigation

Pipe condition data including wall thickness measurements will be collected from the 24-inch header. The inspection will identify wall loss or corrosion occurring internally or externally on the pipe wall as well as the condition of external coatings. With full access to the pipe, external investigations will help to bring a better level of understanding of the pipe condition and drive next steps in assessment.

Technologies used for gathering wall thickness measurements include:

- **Ultrasonic Thickness (UT) testing** is a method frequently used to measure metallic pipe wall thickness and can be implemented internally or externally on the pipe. The tools use velocity of sound in the material to directly measure the wall thickness. These tools are inexpensive, quick and easy to use.
- **Electromagnetic technologies** provide the average relative remaining wall thickness within the area scanned. This technology has the ability to collect wall thickness data over the multiple pipe sections in a day without the need to remove the coating or the liner. Although it gives average wall thickness over the footprint, it can be valuable to screen and isolate areas where coating is removed for more detail visual inspection and UT measurements taken.



A summary of the typical field external investigation activity is summarized below:

- Document location, orientation, and diameter of the pipe.
- Grid and mark the pipes with numbers, directions, flow etc. for reference.
- Collect detailed notes photos, and other observations.
- Use electromagnetic inspection tool to collect wall thickness measurement over the accessible portions of the target pipe.
- Further investigate areas of loss with handheld UT thickness gauge or pit depth gauge to map extent of loss.

DELIVERABLES

1. A Draft Report (electronic PDF) will be generated and delivered to the IS Group and the City of Storm Lake within two weeks of completion of the inspection. The report will include the following information:

Pure Technologies will provide:

- o Wall thickness measurements of the header pipe.

2. A Final Report will be submitted within two weeks of the receipt of comments from the client summarizing the findings based on the proposed inspection. The Final Report shall be delivered in electronic format (PDF format).

SCHEDULE

The proposed schedule for the test pit validations is outlined below:

- Assessment of Header Pipe 2-3 weeks from NTP
- Data Analysis and Letter Summary Report 2 weeks from Inspection completion (see notes)
- Review Period 2 weeks
- Final Report (see notes) 2 weeks from receipt of review comments

PROPOSED FEE AND PAYMENT SCHEDULE

The cost for this project based on the information provided at this time is detailed in the tables below.

Project Fee

Item	Description	Unit	Unit Price	Quantity	Total Price
1	Project Management and Mobilization, Field Verifications/Wall Thickness Measurements, and Reporting	LS	\$12,000.00	1	\$12,000.00
Project Cost					\$12,000.00

All travel, shipping and related expenses are included in the mobilization and field data collection/inspection costs.

Payment of services rendered by Pure Technologies will be invoiced accordingly:

Payment Schedule

Service	Fee	Invoicing Period
Project Management and Mobilization, Field Verifications/Wall Thickness Measurements, and Reporting	\$ 12,000.00	Upon Submittal of the final report.

Inspection Fee Summary

The following is a summary of basic items covered under the project planning and mobilization line item included in this proposal:

- Project document review;
- Pre-inspection coordination/meetings;
- Equipment and staffing logistics to and from the project sites;
- Tool calibration; and,
- Pre-inspection activities required in advance of the scheduled inspection date.

Local Assistance

During the inspection planning process, the following information will be requested from the City of Storm Lake for the preparation and execution of the inspection.

- Provide information about the pipeline, prior to inspection, including, but not limited to, GIS, plan and profile drawings, lay sheets, shop drawings, manufacturing details, and details of access structures, air valves, blow-offs, and main line valves – if available;
- Provision of any required legal right-of-entry on the property for insertion and extraction, including environmentally sensitive areas or waterways;
- Provide support personnel during the inspection for access to system features typically restricted to client personnel (i.e. access to lift stations);
- Provide scaffolding, if needed for access to the header pipe.
- Provide and maintain safe and reasonable access to all validation sites throughout the inspection, as required; and,
- Render confined space areas safe for the services, including locking and tagging pumps, valves, and motors, if required.

Pure Technologies is excited by the opportunity to perform the proposed scope of work. We are committed to providing you with a successful project. If you have any questions or comments, please do not hesitate to contact me.

Best regards,

A handwritten signature in blue ink, appearing to read "Steve Bruskiwicz", on a light blue background.

Steve Bruskiwicz

Business Development Manager
steven.bruskiwicz@xyleminc.com

Attachments - **CONDITIONS OF ENGAGEMENT FOR THE PROVISION OF SERVICES**

CC: Jason Kenyon, IS Group

SCHEDULE "A"

CONDITIONS OF ENGAGEMENT FOR THE PROVISION OF SERVICES (North America)

The Proposal is issued upon and is subject to these Conditions of Engagement. If the Proposal is accepted by the Client, these Conditions of Engagement and the Proposal will be deemed to form part of the Contract between the Client and Pure.

DEFINITIONS

1. In these Conditions of Engagement, the following definitions apply:
 - a. **Client** means any person or persons, firm or company engaging Pure to provide the Services.
 - b. **Contract** means the agreement awarded to Pure as a result of the Proposal.
 - c. **Pure** means Pure Technologies Ltd., Pure Technologies Canada Ltd., Pure Technologies U.S. Inc., PureHM Inc., PureHM U.S. Inc., or any of their affiliates, as the case may be, which submitted the Proposal and is a party to the Contract.
 - d. **Proposal** means Pure's offer to carry out the Services and includes all related correspondence plus agreed written variations or amendments thereto.
 - e. **Services** mean those services of whatever nature to be supplied by Pure under the Contract.
 - f. **Site** means the facility, land, installation or premises to which Pure is granted access for the purposes of the Contract and may include any combination of the foregoing.

PURE'S OBLIGATIONS

2. Pure will perform the Services in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence and consistent with industry standards.
3. Pure will ensure that the equipment used in performing the Services is in a good and functional state.

CLIENT'S OBLIGATIONS

4. The Client will provide to Pure full, good faith co-operation to assist Pure in providing the Services. Unless otherwise specified in the Proposal and without limiting the generality of the foregoing, the Client will at its own expense:
 - a. ensure, if required, access to private land will be given to Pure and that any official permits or permissions required for Pure to have access to the Site or carry out the Services are obtained and are in force for the duration of the Services;
 - b. inform Pure in writing of any special circumstances or danger which the execution of the Services may entail or which are inherent in the Site, including the existence and identity of any known hazardous substance or material; and
 - c. perform such additional duties and responsibilities and provide such information and resources as are described in the Proposal.

5. The description of the Services and related compensation amount set out in the Proposal will be based upon information that the Client shall have provided to Pure, and assumptions that Pure shall have identified in the Proposal. The Client acknowledges that if any such information provided by Client is materially incomplete or inaccurate, or if the assumptions identified by Pure are not correct, then the parties will modify the Proposal to reflect the actual information, assumptions, and Services required, and the compensation to Pure will be adjusted accordingly using the change order process set out in the Contract, or if there is no such process, on an equitable basis.

PROPRIETARY AND CONFIDENTIAL INFORMATION

6. All reports generated in the performance of the Services and delivered by Pure to the Client will become the property of the Client.
7. Pure's equipment which is made available to the Client in connection with the Contract and the raw data generated in the performance of the Services will remain the sole and exclusive property of Pure. The Client will not acquire any proprietary rights in Pure's equipment, systems, software, technology, inventions (whether or not patentable), patents, patent applications, documentation, specifications, designs, data, databases, methods, processes or know-how ("**Pure's Proprietary Technology**"). Any modifications or improvements to the Pure's Proprietary Technology made during the performance of the Services will be the sole and exclusive property of Pure.
8. Both parties agree to keep confidential all documentation and information provided by the other during the performance of the Contract. The obligations set out in this clause 0 will remain in full force and effect after any termination or expiry, as the case may be, of the Contract.
9. Notwithstanding anything herein to the contrary, Contractor will have a limited, non-exclusive, royalty-free license to utilize data collected in the performance of services hereunder for purposes of:
 - a. providing services
 - b. analyzing and improving the services, and
 - c. internal research and development for the benefit of Contractor clients.

LIABILITY AND WARRANTIES

10. Pure will indemnify the Client against any expense, demand, liability, loss, claim or proceeding whatsoever in respect of personal injury to or the death of any person, or any loss, destruction or damage to any tangible property and arising directly or indirectly from the negligence of Pure, its employees, servants or agents except to the extent caused by the negligence of the Client or any person for whom the Client is responsible. The Client will similarly indemnify Pure.
11. Pure will not be liable for any loss of production, loss of use of property, loss of revenue or profit, equipment downtime, business interruption, loss of goodwill, loss of anticipated savings, cost of procurement of substitute goods or services, or for any consequential, indirect, incidental, or special loss or damage suffered by the Client or any third party, or for any punitive damages, even if advised of the possibility thereof and notwithstanding the failure of essential purpose of any remedy.

12. Pure's cumulative liability under the Contract, whether in contract, tort (including negligence), or otherwise, will in no event exceed the aggregate consideration paid by the Client to Pure for the portion of the Services that gave rise to the liability, provided, however, that this clause shall not limit Pure's indemnification obligations under these Conditions of Engagement.
13. The report(s) and any other recommendations or advice made by Pure relating to the pipeline or the Services will be made in accordance with the procedures described in the Proposal, using reasonable skill, care and diligence consistent with industry standards, but do not and will not constitute a warranty of the pipeline's quality, capacity, safety or fitness for purpose. Pure will not be liable to the Client for any liability or damages that arise from the Client's reliance upon or application or use of such final report or recommendations or advice made by Pure in relation to the pipeline or Services, and the Client will indemnify Pure against any liability to third parties resulting therefrom.
14. Pure's warranties for the Services will be set out in the Contract. Pure disclaims all implied or statutory warranties or conditions, including of merchantability, merchantable quality, durability, or fitness for a particular purpose to the extent allowed by applicable law. This means Pure's warranty obligations will be limited to what is expressly set out in the Contract.

Staff Summary

4/1/2019

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: David Derragon, Assistant City Manager

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

BACKGROUND: We are setting a public hearing for April 15, 2019 at 5:00 PM for the proposed Community Development Block Grant application for housing rehabilitation program funding.

FISCAL IMPACT: None

RECOMMENDATION: Set the Public Hearing for April 15, 2019 at 5:00 PM in the City Council Chambers

Staff Summary

4/1/2019

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: Mayra Martinez, City Clerk

SUBJECT: **City Council Requested Items**

BACKGROUND: Future City Council Work Sessions:
Unscheduled Items:

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

4/1/2019

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: **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