

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
NOVEMBER 5, 2018
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**
- 1. Hear the Public
- 2. Consent Agenda
 - A. **Approve Consent Agenda**
 - B. **Buy Local Information**
 - C. **SLPD Code Enforcement Summary**
- 3. **Public Hearing on the Matter of the Adoption of Amendment No. 2 to the Urban Revitalization Plan**
- 4. **Resolution No. 26-R-2018-2019 Adopting the Proposed Amendment No. 2 to the Urban Revitalization Plan**
- 5. **Resolution No. 27-R-2018-2019 Setting Dates Of A Consultation and a Public Hearing on a Proposed Amendment No. 2 to the Storm Lake 3rd Addition Urban Renewal Pan in the City Of Storm Lake, State Of Iowa**
- 6. **Setting a Public Hearing On A Proposed Zoning Change To The Storm Lake Zoning Ordinance Official Zoning Map - Application No. 2018-2**
- 7. **Motion to Approve Proposed Conditional Use Application**
- 8. **Motion Authorizing a Grant Application to the Buena Vista County Foundation**
- 9. **Consideration of Contracts for Professional Services with ISG and Bolton and Menk for engineering services**
- 10. **Professional Services Contract with Snyder & Associates**
- 11. **City Council Requested Items**
- 12. Adjourn

Meeting Protocol

If you wish to speak today, please:

- 1. To speak on an agenda item please approach the podium when that agenda item is called and upon recognition by the

Mayor identify yourself by stating your name and address.

2. If your issue is not a topic on the agenda please approach the podium under the "Hear the Public" agenda item and upon recognition by the Mayor identify yourself by stating your name and address.

3. Please keep your remarks to three (3) minutes or less.

4. If you require accommodation for this meeting including but not limited to translation services, hearing assistance, or accessibility please contact the City Clerk at least four (4) hours prior to the start of the meeting.

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

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



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Staff Summary

11/5/2018

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

11/5/2018

Agenda Item # B.



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

FROM:

SUBJECT: Disclosure by City Council Members

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

11/5/2018

Agenda Item # A.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe and Sunrise Pointe disbursements for approval
- Approve the October 15, 2018 Regular City Council Minutes and October 22, 2018 Special City Council Minutes
- Approve New Liquor License for Restaurante y Pupuseria El Salvador
- Approve Renewal Liquor License for Lake Avenue Lounge and Fareway
- Appoint William Manriquez to the Board of Adjustment with term to expire 7/01/20
- Appoint Michelle Smith and Howard Hatlelid to the Mayor's Advisory Committee for Parks, Trails, and Urban Forest Board
- Appoint Marius Agua to the Storm Water Advisory Board
- Approve the Code Enforcement Summary information (see staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$1,213,667.57
- King's Pointe & Sunrise Pointe Golf Course Bills - \$392,044.55

The City will receive the following revenues:

- Liquor license renewal - \$1,145.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ Minutes - October 15, 2018	Minutes
☐ Minutes - October 22, 2018	Minutes

▢	List of Bills	List of Bills
▢	King's Pointe and Golf Course - List of Bills	List of Bills
▢	Restaurante Y Pupuseria El Salvador	Application
▢	Lake Ave Lounge Application	Application
▢	Lake Ave Lounge Report	Backup Material
▢	Fareway Application	Application
▢	Fareway Report	Backup Material
▢	William Manriquez - Board of Adjustment	Application
▢	Michelle Smith - Mayor's Advisory Committee For Parks, Trails, and Urban Forest	Application
▢	Marius Agua - Storm Water Advisory	Application

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
OCTOBER 15, 2018 5:00 P.M.**

Present: Mayor Michael Porsch, Council Members Jose Ibarra, Tyson Rice, Dan Smith, and Bruce Engelmann. Absent: None. One vacancy.

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, Wastewater Treatment Plant Superintendent Mark Streed, Finance Director Brian Oakleaf, and City Clerk Mayra Martinez

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

Mayor Porsch requested a moment of silence for the passing of Council Member Carlson on October 1, 2018

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

Disclosure by City Council Members - none

Hear the Public – Candy Clough, 500 Larchwood Drive, asked about the status on the winter parking ban in the downtown area and expressed concern regarding congested street caused by parking on both sides of the street across Methodist Manor.

City Manager, Keri Navratil, informed the public that a meeting will be held with downtown business and Storm Lake United. Also, asked Mrs. Clough to send an email or letter to the traffic committee.

Consent Agenda: Moved by Council Member Engelmann to approve the list of bills check #'s 72001 through # 72105 and EFT batches #132 through 138, King's Pointe and Sunrise Pointe disbursement, the October 1, 2018 City Council minutes, Native Wine Permit renewal for Elements by K. Sorbe, the appointment of Robert Swanson to the Board of Adjustment Committee with term to expire July 1, 2022, the Code Enforcement Summary information, the annual Urban Renewal Report, request from Iowa Lake Regional Water service for Smith's at 1365 600th Street contingent in receiving signed Water Service Waiver Agreement, and approve request from Iowa Lake Regional Water for Schables at 1329 600th Street contingent in receiving signed Water Service Waiver Agreement. Seconded by Council Member Smith. Vote: All ayes. Motion carried.

7th and Geneseo Sanitary Sewer Project – Moved by Council Member Smith to adopt Resolution No. 24-R-2018-2019 approving Change Order No. 1 with an increase of \$42,762.55, Change Order No. 2 with a decrease of \$756.25, and September 25, 2018 as the substantial completion date for the 7th & Geneseo Sanitary Sewer Project. Seconded by Council Member Ibarra. Roll Call Vote: All ayes. Motion carried.

RESOLUTION NO. 24-R-2018-2019

RESOLUTION APPROVING CHANGE ORDER NO. ONE TO THE 7TH AND GENESEO
SANITARY SEWER IMPROVEMENTS PROJECT

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

Section 1. To approve Change Order No. 1 to the contract with Hulstein Excavating, Inc., of Edgerton, Minnesota for the 7TH and Geneseo Sanitary Sewer Improvements Project. Change Order No. 1 lists fifteen (15) items noted by WHKS Engineering including appropriate erosion control measures, proper inlet protection and additional paving to properly restore the property.

Change Order No. 1 includes the additional work for an increase to the contract in the amount of \$42,762.55.

Section 2. To approve Change Order No. 1 to the contract with Hulstein Excavating, Inc., of Edgerton, Minnesota for the 7TH and Geneseo Sanitary Sewer Improvements Project. Change Order No. 2 adjust quantities used on the project.

Change Order No. 2 decreases the amount of the contract \$756.25.

Section 3. Total of contract after Change Order No. 1 and Change Order #2 is \$348,446.35.

Section 4. To approve the Certificate of Substantial Completion for the 7th & Geneseo Project with a substantial completion date of September 24, 2018.

PASSED AND APPROVED this 15st day of October, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Zoning Change Request File #2018-1 – Moved by Council Member Ibarra to adopt Ordinance No. 04-O-2018-2019 on a proposed zoning change to the Storm Lake Zoning Ordinance Official Zoning Map - Project #2018-1. Seconded by Council Member Engelmann. Roll Call Vote: All ayes. Motion carried.

ORDINANCE NO. 04-O-2018-2019

ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF STORM LAKE, IOWA BY CHANGING THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE

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

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

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

The real estate parcel identified for taxation purposes as Parcel Number 103436005, legally described as:

A PART OF LOT 1 OF THE AUDITOR'S SUBDIVISION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 34, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS: Commencing at the Northeast (NE) Corner of the Southwest Quarter (SW 1/4) of said Section 34; Thence on an assumed bearing of South 89° 44' 31" West, along the North line of said Southwest Quarter (SW 1/4), 53.20 feet; Thence South 00° 01' 00" East, 692.67 feet; Thence North 89° 59' 51" West, 274.75 feet to the Point of Beginning; Thence continuing North 89° 59' 51" West, 599.29 feet to the East line of Proposed Witter Street; Thence South 00° 01' East, along the East line of Proposed Witter Street, 608.53 feet to the North line of West 10th Street; Thence North 89° 55' 48" East, along the North line of West 10th Street, 607.76 feet; Thence North 00° 48' 53" West, 607.82 feet to the Point of Beginning. The above described parcel contains 8.43 Acres and is subject to all easements of record.

is hereby rezoned from a classification of R-2 (Low Medium Density Residential) to R-4 (High Density Residential).

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

PASSED AND APPROVED this 15th day of October, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

1st and Mae Street Lining Project – Moved by Council Member Engelmann to adopt Resolution No. 25-R-2018-2019 approving Change Order No. 3 which is an increase of

\$2,598.75 for the 1st & Mae Sewer Lining Project. Total contract after Change Order No. 3 is \$674,819.09. Seconded by Council Member Ibarra. Roll Call Vote: All ayes. Motion carried.

RESOLUTION NO. 25-R-2018-2019

RESOLUTION APPROVING CHANGE ORDER NO. THREE TO THE 1st & MAE SEWER LINING PROJECT

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

Section 1. To approve Change Order No. 3 to the contract with Municipal Pipe Tool Company, Inc. adds to the contract costs that were associated with the failure of the 24-inch ductile iron sewer through the two part structure.

Change Order No. 3 includes additional work noted on four invoices that will be included in the cost for a total \$2,598.75.

Section 3. Total of contract after Change Order No. 3 is \$674,819.09.

PASSED AND APPROVED this 15th day of October, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Vacancy – Moved by Council Member Smith to declaring an elected office vacancy and to fill the unexpired term will be an appointment. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried

City Council Requested Items - None

Closed Session Reference Iowa Code Chapter 21.5 (j) To Discuss the Sale of Property -

Moved by Council Member Engelmann to move into closed session Reference Iowa Code Chapter 21.5 (j) To Discuss the sale of Property. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

Attendance in closed session: Porsch, Engelmann, Rice, Ibarra, Derragon, Olesen, Martinez, Havens, and Navratil

Moved by Council Member Engelmann to move into open session. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried

These are draft minutes Subject to Final Council Approval

Adjournment – Moved by Council Member Ibarra to adjourn the meeting at 6:13 pm.
Seconded by Council Member Smith. Vote: All ayes. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

**SPECIAL COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
OCTOBER 22, 2018, 2018 7:30 A.M.**

Present: Council Members Jose Ibarra, Tyson Rice, Dan Smith, and Bruce Engelmann. Absent: Mayor Michael Porsch. None. One vacancy.

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

Mayor Pro-Tem Engelmann called the meeting to order at 7:32 am.

Hear the Public - none

Rezoning Application 2018-2 – Moved by Council Member Rice to approve proposed rezoning application for a change to the storm lake zoning ordinance official zoning map. Requesting a change in the zoning from the RES: Reserve District to the CC: Community Commercial Zoning District for the property located at 6108 120th Avenue, Storm Lake, IA 50588. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Adjournment – Moved by Council Member Rice to adjourn the meeting at 7:35 am. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

ATTEST:

Michael Porsch, Mayor

Mayra A. Martinez, City Clerk



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 10/16/2018 - 11/07/2018

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Mark Stanley	BVC	Door Repairs	156.1
Buena Vista County Solid Waste	BVC	Recycling	148.72
Doreen Pedersen	BVC	CPR Classes	25
Buena Vista County Solid Waste	BVC	Recycling Services	15.95
		BVC Total:	345.77
Contract/Agreement			
Community Education Dept	Contract/Agreement	1st Quarter FY2019 of 28E Agreement	20335.99
		Contract/Agreement Total:	20335.99
Local			
MidAmerican Energy Company	Local	Electric Services	55698.79
Rasmussen's Ford Inc	Local	2019 Ford Explorer Patrol Vehicle	38255
Jim Bartholomew	Local	October 2018 Airport Contract	5293.15
Mangold Environmental Testing, Inc	Local	Testing Services	1825.8
Buena Vista Regional Medical Center	Local	Physical- Rojo	1547
Bomgaars Supply, Inc	Local	Supplies	1411.54
Mangold Environmental Testing, Inc	Local	Testing Services	1404.08
Mangold Environmental Testing, Inc	Local	Testing Services	841.5
Mangold Environmental Testing, Inc	Local	Toxicity Testing	582.25
Edwards Storm Lake	Local	Transmission Repairs	713.64
Bargloff & Company	Local	Repairs to VT Industries Hangar	242.08
Qwest Corporation	Local	October 2018 Phone Service	240.75
Rasmussen's Ford Inc	Local	Battery Repairs	223.62
Mangold Environmental Testing, Inc	Local	Testing Services	217.6
WalMart #01-1526	Local	Supplies	213.71
A & A Automotive	Local	Gearshift Repairs #59	405.7
Iowa Office Supply Inc	Local	Office Supplies	190.69
Graffix Inc	Local	Uniforms	180
Stille Pierce & Pertzborn	Local	Add 2018 Chevy Colorado	178
O'Reilly Automotive Inc	Local	Antifreeze & Fluids	176.66
Mangold Environmental Testing, Inc	Local	Testing Services	163.2
Rasmussen's Ford Inc	Local	Battery	148.9
Martin V Marten	Local	Cyclone Watch- ERD	137.5

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My Buy Local_v1

Payment Date Range: 10/16/2018 - 11/07/2018

Vendor Name	Buy Local Info	Payable Description	Total Payments
Lakeshore Cyclery & Fitness, Inc	Local	Bicycle Maintenance	126.97
Storm Lake Rotary	Local	3rd Quarter 2018 Dues- Navratil	125
Mangold Environmental Testing, Inc	Local	Testing Services	123.25
Lakeshore Cyclery & Fitness, Inc	Local	Bicycle Maintenance	114.98
Vision Care Associates	Local	Evaluation- Feather	106
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose & Supplies	91.59
Vanish LLC	Local	Towing Services	90
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	74.42
Crescent Electric Supply Company	Local	Lights	70.6
Buena Vista Regional Medical Center	Local	New Hire Shots	67.15
The Storm Lake Times	Local	FY2019 Subscription- PD	62.95
O'Reilly Automotive Inc	Local	Belt & Wiper Fluid	58.05
Michael Reinert	Local	Pump Shaft Repairs for Sprayer	40
Storm Lake Bakery	Local	Meeting Supplies	32.5
Crescent Electric Supply Company	Local	Lights	31.53
Larson Oil & Distributing Co, Inc	Local	Diesel	31
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	29.72
Iowa Office Supply Inc	Local	Office Supplies	28.94
Rasmussen's Ford Inc	Local	Battery Repairs	28.47
Graham Tire	Local	Tire Repairs	25

JNB Acquisition Corporation	Local	Copier Maintenance Agreement	18.81
Hy-Vee, Inc	Local	Supplies	14
Fastenal Company	Local	Supplies	12.3
Mangold Environmental Testing, Inc	Local	Shipping	11.61
JSC Inc	Local	Water Supplies	7.95
Mangold Environmental Testing, Inc	Local	Shipping Services	7.65
Michael Reinert	Local	Tubing	7.5
Plumbing & Heating Wholesale, Inc	Local	Supplies	1.12

Local Total: 111730.22

Non-Local

Toyne, Inc	Non-Local	Final Payment New Pump/Tanker Fire Truck	260811
John Healy	Non-Local	Pay Request #6 of 10th & Ontatrio SW	160266.68
Toyne, Inc	Non-Local	Final Payment for Quick Attack Fire Truck	124050
Fahrner Asphalt Sealers, LLC	Non-Local	Pay Request #1 of Apon/Taxiway Rehab	71717.4
Electric Pump Inc	Non-Local	Muffin Monster for Memorial LS	45400
Accela, Inc #774375	Non-Local	FY2019 Annual Maintenance	35776.78
Piper Jaffray & Co	Non-Local	Financial Services for Series 2018 Bonds	32499.7
Control Systems Specialists, LLC	Non-Local	Boiler Replacment	28590
Eastern Aviation Fuels, Inc	Non-Local		22069.05
Muni Fire/Police Retire	Non-Local	MFPRSI withholdings	15681.95
Sioux City Foundry Company	Non-Local	Plow Blades	13476.66
Ahlers & Cooney, P.C.	Non-Local	\$2.7M Bond Refinancing Services	13420.83
Iowa Public Employees	Non-Local	IPERS withholdings	12510.81
EFTPS	Non-Local	Federal withholding taxes	11914.16

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My Buy Local_v1

Payment Date Range: 10/16/2018 - 11/07/2018

Vendor Name	Buy Local Info	Payable Description	Total Payments
EFTPS	Non-Local	Federal withholding taxes	10291.48
Ahlers & Cooney, P.C.	Non-Local	\$1.8M Bond Refinancing Services	10095.67
Ahlers & Cooney, P.C.	Non-Local	2018 Disclosure Counsel	9000
Star Energy, LLC	Non-Local	Fuel	8324.13
Municipal Supply, Inc	Non-Local	Meters	7476
H-O-H Water Technology, Inc	Non-Local	Polymex	7298
Bolton & Menk, Inc	Non-Local	Casino LS Engineering Services	6920
Justin Meader	Non-Local	Refrigerated Sampler	6543
Iowa Central Community College	Non-Local	Industry Training Classes	6160
Treasurer State of Iowa	Non-Local	State withholding taxes	6098.18
Tyler Technologies, Inc	Non-Local	Utility Billing Conversion Services	6051.78
Mississippi Lime Company	Non-Local	Lime	14094.12
Hallett Materials	Non-Local	Sand/Salt Mix	4231.44
Granicus, LLC	Non-Local	NovusAGENDA Subscription FY2019	4200
Hawkins, Inc	Non-Local	Sodium Chlorite	4180.38
EFTPS	Non-Local	Federal withholding taxes	3900.88
Bolton & Menk, Inc	Non-Local	Construction Services through 9/28/2018	3062
Shield Technology Corporation	Non-Local	ShieldWare RMS Software	3037.5
Philip E Havens	Non-Local	September 2018 Legal Services	2922.5
Bolton & Menk, Inc	Non-Local	General Engineering Services through 9/28/20	1961
Color-ize Inc	Non-Local	ERD Gifts	1727.85
Electric Pump Inc	Non-Local	Scout Park LS Service Call	1717.5
Electric Pump Inc	Non-Local	Scout Park LS Service	1610.71
ICMA Retirement Trust 457	Non-Local	ICMA withholdings	1608.88
Emmons & Olivier Resources, Inc	Non-Local	Design Service through 9/30/2018	1600
Qualified Presort Service, LLC	Non-Local	Printing Services	1572.65
National Fire Protection Association	Non-Local	FY2019 Subscription	1345.5
Emmons & Olivier Resources, Inc	Non-Local	Design Services through 9/30/2018	1334.5
Emmons & Olivier Resources, Inc	Non-Local	Implementation Services through 9/30/2018	1158.63
Consolidated Fleet Services, Inc	Non-Local	Inspection Services	1150.7
ICMA Retirement Trust 457	Non-Local	ICMA withholdings	1063.01
ICMA Membership Renewals	Non-Local	FY2019 Membership- Navratil	888
Hawkins, Inc	Non-Local	Sodium Aluminate	787.5
ICMA Membership Renewals	Non-Local	FY2019 Membership- Derragon	782.8

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My Buy Local_v1
Payment Date Range: 10/16/2018 - 11/07/2018

Vendor Name	Buy Local Info	Payable Description	Total Payments
Ahlers & Cooney, P.C.	Non-Local	Legal Services- Amend #2 of 3rd Addition URP	758.5
US Peroxide, LLC	Non-Local	Facility & Maintenance Agreement	750
Martin Marietta Materials, Inc	Non-Local	Rock	732.58
Bolton & Menk, Inc	Non-Local	Construction Services through 9/28/2018	715
Accela, Inc #774375	Non-Local	Online Web Payment Fees	646
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	623.01
RL Fridley Theatres, Inc	Non-Local	Discount Coupons	600
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	558.65
Rehab Systems Inc	Non-Local	Root Cutting of Storm Sewers	550
Control Systems Specialists, LLC	Non-Local	Drain Trap from Dondensate Pan	531.39
Utility Equipment Co	Non-Local	Restraint & Supplies	526.47
Mass Mutual	Non-Local	457 plan withholding	450
W. W. Grainger, Inc	Non-Local	Vacuum & Bags	437.5
Tyler Technologies, Inc	Non-Local	Executime Conversion Services	437.5
Utility Equipment Co	Non-Local	Restraint for PVC Pipe	387.6
Northern Safety Company, Inc	Non-Local	Safety Supplies	384.68
Qualified Presort Service, LLC	Non-Local	Printing Services	383.16
Collection Services Center	Non-Local	Child Support payments	374.76
Ahlers & Cooney, P.C.	Non-Local	Amend #2 of Revit Plan	360.27
Teamsters Local Union 554	Non-Local	Union dues withholding	345
Sodexo	Non-Local	10/15/2018 Coffee with a Cop	320.49
Ziegler, Inc	Non-Local	Portable Unit Repairs #128	317.34
Iowa Public Employees	Non-Local	IPERS withholdings	277.78
Vermeer Sales & Service, Inc	Non-Local	Turbo Nozzle	260.68
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	260.15
Control Systems Specialists, LLC	Non-Local	Headworks & Clarifier/Lab Building HVAC Rep	237.5
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	231.05
Myron Corp	Non-Local	Office Supplies	229.14
Sprayer Specialties, Inc	Non-Local	Pump	217.41
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	416.25
Qualified Presort Service, LLC	Non-Local	Newsletter Services	205.77
Utility Supply of America, Inc	Non-Local	Ammonia Caps	192.02
Mercy Medical Services	Non-Local	Physical- Rojo Jr	175
Iowa Workforce Development	Non-Local	Operating Fee & Inspection Fee	175
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	163.95
Regional Transit Authority	Non-Local	1st Quarter FY2019 Rides	162
Iowa Law Enforcement Academy	Non-Local	Training- Meyer & Ronk	150
R & R Products, Inc	Non-Local	Blades, Bushings, & Bearings	148.08
Bierschbach Equipment & Supply Comp	Non-Local	Placers with Hooks	147
NCL of Wisconsin, Inc	Non-Local	Lab Supplies	144.06
Universal Hospital Services, Inc	Non-Local	Defibrillator Supplies	144
The Child's World, Inc	Non-Local	Books	143.6
Dale Vitito	Non-Local	Uniforms	140.89
R & R Products, Inc	Non-Local	Expanding Tube	135.03
Ahlers & Cooney, P.C.	Non-Local	Labor Relations	132
Dale Vitito	Non-Local	Uniforms	258.83
Davis Equipment Corporation	Non-Local	Wheel	123.87
Dale Vitito	Non-Local	Uniforms	1033.1
IA Section AWWA Region 3	Non-Local	Operator Training- Streed & Tarin	110
West Unified Communications Services,	Non-Local	Conference Calls	109.73
Dale Vitito	Non-Local	Uniform- Hayes	215.78
Bolton & Menk, Inc	Non-Local	Construction Administration through 9/28/201	107.25
University Enterprises, Inc	Non-Local	Volume 1 WasteWater Collection Systems	107
ABC Pest Control, Inc	Non-Local	Pest Control Services	100
Iowa League of Cities	Non-Local	2018 Budget Workshop Registration- Oakleaf I	90
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	87.4

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My Buy Local_v1
Payment Date Range: 10/16/2018 - 11/07/2018

Vendor Name	Buy Local Info	Payable Description	Total Payments
Ed M. Feld Equipment Company, Inc	Non-Local	Swivel & Gaskets	79.02
Ahlers & Cooney, P.C.	Non-Local	Employment Seminar	75
Iowa Lakes Regional Water	Non-Local	September 2018 Water Service	69.09
Northwest Iowa YES Center	Non-Local	Transportation Services	63.5

Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	62.6
SiteOne Landscape Supply Holding, LLC	Non-Local	Bushing Adapter	58.99
Evertex, Inc	Non-Local	Internet Service	52.08
Central Iowa Distributing, Inc	Non-Local	Garbage Bags	39.4
Steven A Beeck	Non-Local	Window Cleaning Services	37
Digital Ally Inc	Non-Local	Battery	35
Northwest Iowa League of Cities	Non-Local	10/18/2018 Meeting Services	30
Johnston Automotive & Industrial of Sp	Non-Local	Air Handling Unit Belt	28.8
Carson Dellosa Publishing, LLC	Non-Local	Manual	22.95
Engel Agri-Sales, Co	Non-Local	Spring	17
Central Iowa Distributing, Inc	Non-Local	Sprayer	14.4
UPS	Non-Local	Shipping Services	9.73
Qualified Presort Service, LLC	Non-Local	Printing Services	8.12
Non-Local Total:		1011105.21	

Payroll/Refunds

Employee Group Services, Ltd	Payroll/Refunds	10/29/2018 Claims	36505.71
Employee Group Services, Ltd	Payroll/Refunds	November 2018 Insurance Claims	17922.39
Employee Group Services, Ltd	Payroll/Refunds	10/20/2018 Claims	4307
Principal Life Insurance Company	Payroll/Refunds	Insurance Allocations	1757.93
Custodian of Petty Cash- Mark Prosser	Payroll/Refunds	Investigation Cash	1500
Patrick Diekman	Payroll/Refunds	IACP Training	1489.72
Chris Cole	Payroll/Refunds	IACP Training	1436.06
City of Storm Lake	Payroll/Refunds	Flex withholdings	1005.56
Employee Group Services, Ltd	Payroll/Refunds	8/17/2018 Flex Claims	1557.64
AFLAC	Payroll/Refunds	Aflac withholdings	517.63
TrueNorth Companies	Payroll/Refunds	2019 Volunteer Fire Department Insurance	319.2
Keegan Svendsen	Payroll/Refunds	DARE School	278
Beth Ann Dawson McPherrren	Payroll/Refunds	State Library Conference	270.18
Tyler Gibbins	Payroll/Refunds	2018 Fall IMFOA Conference- Gibbins	216.76
Brian Oakleaf	Payroll/Refunds	Fall 2018 IMFOA Conference	388.06
Keri Navratil	Payroll/Refunds	ILC Env Coordinator Committee	171.13
Chris Cole	Payroll/Refunds	Reissue Check #48948	111.11
Employee Group Services, Ltd	Payroll/Refunds	10/10/2018 Flex	72.67
Michael Porsch	Payroll/Refunds	NW Iowa League Meeting	55.59
Employee Group Services, Ltd	Payroll/Refunds	10/24/2018 Flex Claims	45.95
Seth Dicks	Payroll/Refunds	WW Grade 1 Certification Fee	40
City of Storm Lake	Payroll/Refunds	Flex Dependent care withholdings	38.46
Kim Mehlenbacher	Payroll/Refunds	State Library Conference	38
AFLAC	Payroll/Refunds	Aflac withholdings	37.63
Seth Dicks	Payroll/Refunds	WW Grade 1 Exam Fee	30
Chris Cole	Payroll/Refunds	Reissue Check #47249	38
Payroll/Refunds Total:		70150.38	
Grand Total:		1,213,667.57	

Operating
City of Storm Lake
Check Register
From 10/11/2018 to 11/1/2018

Vendor	Description	Amount
Juan Vazquez	Refund	300.00
Weigand-Omega Management Inc	Services	8,550.14
1000bulbs.com	Supplies	53.66
360 Custom Designs, LLC	Services	886.00
ACCO Unlimited Corporation	Services	555.80
American Hotel Register Company	Services	1,762.73
Ameripride Services, Inc.	Services	103.20
Bomgaars Supply Inc.	Supplies	166.05
Buena Vista Regional Medical Center	Services	506.00
Builders FirstSource Inc	Supplies	419.85
Cintas Corporation	Supplies	2,831.68
Cintas Corporation No. 2	Supplies	488.00
Color-ize	Supplies	1,348.50
COUNSEL	Services	468.97
Crescent Electric Supply Company	Supplies	36.65
Genesis Development	Services	120.00
Grainger	Supplies	523.30
GuestSupply	Supplies	2,394.74
Hermel Wholesale	Food	1,073.35
Hospitality Management Systems	Services	373.75
HyVee	Food	221.81
Iowa Information Inc.	Services	779.95
Joyce M. Smith dba Joyce's Greenhouse	Services	1,177.00
Julius Cleaners	Services	308.30
KAYL/KKIA	Advertising	250.00
KTIV Television Inc.	Advertising	1,920.00
Harley E. Bucheli	Advertising	150.00
Long Lines LLC	Utilities	141.86
M3 Accounting + Analytics	Services	686.52
Mangold Environmental Testing, Inc.	Services	78.00
MidAmerican Energy	Utilities	12,143.53
Michael P. Reinert dba Olsen Welding & Machine	Services	45.00
ONYX CenterSource	Services	490.47
Patrick Diekman	Refund	240.00
Bottling Group, LLC dba Pepsi Beverages Company	Beverages	1,718.97
Pilot Tribune	Advertising	42.00
Power Solutions Inc.	Services	1,629.92
Randy Wayne Weflen	Refund	240.00
Rebnord Technologies, Inc.	Services	4,057.53
Roto-Rooter	Services	570.75
Sceptre Hospitality Resources, LLC	Services	3,120.47
Schumacher Elevator Company	Services	1,042.59
Shoes for Crews, LLC	Supplies	173.88
Sojern, Inc.	Services	1,000.00
South Central Communications Corporation	Services	99.75
Star Leasing LLC	Services	230.13

Steven A. Beeck dba Steve's Window Service	Services	214.00
David T. Stokes	Services	50.00
Storm Lake Times	Services	815.85
Swank Motion Pictures, Inc.	Services	30.00
Sysco Iowa, Inc.	Food	8,629.33
Travel and Transport, Inc.	Services	125.30
Diane Mullahy	Services	47.70
TY Inc.	Supplies	192.75
UPS	Services	89.78
USFI	Services	316.60
Vista Paints	Supplies	164.55
Vizergy	Services	1,807.90
Western Iowa Tourism Region	Services	25.00
Weigand Omega Management Payroll	Payroll	68,803.14
Rex Rimmer	Refund	651.01
Weigand-Omega Management Fee	Services	18,483.07
Weigand-Omega Management Inc	Services	922.88
1000bulbs.com	Supplies	485.12
ACCO Unlimited Corporation	Supplies	99.90
Alliant Energy	Utilities	121.34
American Hotel Register Company	Services	728.26
American Red Cross	Services	70.00
Ameripride Services, Inc.	Services	101.20
Bomgaars Supply Inc.	Supplies	119.23
Booking.com B.V.	Services	2,302.88
Buena Vista University	Services	750.00
CenterPoint Energy Services, Inc	Utilities	5,370.77
Cintas Corporation	Supplies	597.47
City of Storm Lake- Water Dept.	Utilities	231.15
Color-ize	Supplies	990.05
Crescent Electric Supply Company	Supplies	73.37
Daniel Lee/Southeast Valley Administration	Services	99.76
DayMark	Services	418.79
ECOLAB	Supplies	1,657.49
Expedia, Inc.	Services	244.35
Feld Fire	Supplies	90.00
FORBO FLOORING SYSTEMS	Services	1,760.88
Fox World Travel	Services	12.51
Garbage Hauling Service, Inc.	Utilities	397.44
Grainger	Supplies	263.82
GuestSupply	Supplies	111.00
Hawk-I Plumbing, Inc.	Services	200.00
Hermel Wholesale	Food	1,537.75
HOGG ROBINSON USA LLC	Food	27.80
HyVee	Food	295.19
Iowa Workforce Development	Services	300.00
Jane Otto	Refund	200.00
KTIV Television Inc.	Advertising	347.00
Loews Carpet One	Services	38.20
Mediacom	Utilities	472.90
Office Elements	Services	76.99
Michael P. Reinert dba Olsen Welding & Machine	Services	230.00

ONYX CenterSource	Services	1,200.54
Orkin, 536-Sioux City, IA	Services	305.31
Bottling Group, LLC dba Pepsi Beverages Company	Beverages	828.29
Pinnacle Communications	Services	182.58
Pitney Bowes Global Financial Services Inc.	Services	251.00
Plumbing and Heating Wholesale, Inc.	Supplies	263.23
Quore Systems, LLC	Services	285.00
ServiceMaster by Rice	Services	1,381.34
Spencer Radio Group	Advertising	315.00
Steven A. Beeck dba Steve's Window Service	Services	294.25
Storm Lake Ace Hardware	Supplies	1,397.39
Storm Lake Rotary Club	Services	125.00
Storm Lake United	Services	1,920.83
Sysco Iowa, Inc.	Food	5,145.90
Tammy Nielsen Petty Cash	Reimbursement	455.21
Teplis Travel Service, LP	Services	13.90
Tradavo, Inc.	Services	739.20
Travel and Transport, Inc.	Services	107.00
TY Inc.	Supplies	58.81
UPS	Services	49.80
Verizon Wireless	Utilities	165.87
Weigand Omega Management Payroll	Payroll	66,277.89
Heartland Payment Systems	Services	9,591.92
Corporate Lodging	Services	59.61
Iowa Dept of Revenue	Sales Tax	106,577.00
BevSpot	Services	348.00
Hy-Vee	Beverages	2,199.36
Johnson Brothers	Beverages	1,054.63
Doll Distributing	Beverages	1,451.02
Martin Brothers	Food	4,497.90
Shift 4	Services	135.23
City of Storm Lake	Utilities	6,654.27
		392,044.55

Applicant License Application ()

Name of Applicant: <u>Maritza Paniagua Ek</u>		
Name of Business (DBA): <u>Restaurante y Pupuseria El Salvador</u>		
Address of Premises: <u>805 Flindt Dr</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(712) 749-9471</u>		
Mailing <u>805 Flindt Dr</u>		
City <u>Storm Lake</u>	State <u>IA</u>	Zip: <u>50588</u>

Contact Person

Name <u>Maritza Paniagua</u>	
Phone: <u>(712) 299-9440</u>	Email <u>ekneira1@gmail.com</u>

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

Term:12 months

Effective Date: 09/29/2018

Expiration Date: 01/01/1900

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Sunday Sales

Status of Business

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

Ownership

Maritza Paniagua Ek

First Name: Maritza

Last Name: Paniagua Ek

City:

State: Iowa

Zip: 50588

Position: Owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Liberty Mutual Insurance Company</u>	
Policy Effective Date: <u>09/29/2018</u>	Policy Expiration <u>09/29/2019</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Applicant License Application (LC0036523)

Name of Applicant: <u>Lake Avenue Lounge 1, Inc.</u>		
Name of Business (DBA): <u>Lake Avenue Lounge</u>		
Address of Premises: <u>615 & 617 Lake Ave</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(712) 371-3095</u>		
Mailing <u>PO Box 573</u>		
City <u>Storm Lake</u>	State <u>IA</u>	Zip: <u>50588</u>

Contact Person

Name <u>Curtis Ellison</u>	
Phone: <u>(712) 371-3095</u>	Email <u>ecurt83@yahoo.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 11/08/2018

Expiration Date: 11/07/2019

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

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

Ownership

Curtis Ellison

First Name: <u>Curtis</u>	Last Name: <u>Ellison</u>	
City: <u>Storm lake</u>	State: <u>Iowa</u>	Zip: <u>50588</u>
Position: <u>president</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Illinois Union Insurance Company</u>	
Policy Effective Date: <u>11/08/2018</u>	Policy Expiration <u>11/08/2019</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective Date	Temp Transfer Expiration Date:

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: SEPTEMBER 6, 2018

REFERENCE: LIQUOR LICENSE RENEWAL
LAKE AVENUE LOUNGE
617 LAKE AVE

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

	08-31-2016 to 8-28-2017	8-29-2017 to 9-03-2018
INCIDENTS		
Animal Call	1	0
Bar Check	71	50
Business Security	6	2
Criminal Mischief	0	1
Fight	0	1
Found Property	1	0
Intoxicated Pedestrian	1	0
Keys Locked in Car	1	0
Law Dept. Assist	1	0
PR/Talk/Presentation	8	7
Street Beat	1	0
Suspicious Person	1	0
Theft	1	0
Wants/Warrants Check	1	0

ARRESTS

Contempt of Court	1	0
Public Intoxication	1	0
Selling Alcohol to a Minor	1	0

Recommendation: Approval of liquor license

Applicant License Application (LE0001596)

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

Contact Person

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

Classification Class E Liquor License (LE)

Term:12 months

Effective Date: 11/30/2018

Expiration Date:

Privileges:

Class E Liquor License (LE)

Status of Business

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

Ownership

Fred E. Vitt Control Trust

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

Garrett S Piklapp

First Name: <u>Garrett S</u>	Last Name: <u>Piklapp</u>	
City: <u>Huxley</u>	State: <u>Iowa</u>	Zip: <u>50124</u>
Position: <u>Secetary</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Fareway Control Trust

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

**Various Individuals & Trust each
holding less than 5%**

First Name: Various Individuals & Trust **Last Name:** each holding less than 5%
City: Unknown **State:** Iowa **Zip:** 55555
Position: Stockholders
% of Ownership: 33.25% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: <u>Merchants Bonding Company</u>	
Policy Effective Date: <u>11/30/2017</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: SEPTEMBER 27, 2018

REFERENCE: LIQUOR LICENSE RENEWAL
FAREWAY
731 SENECA ST

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

	9/27/2016 to 9/20/2017	9/21/2017 to 9/24/2018
INCIDENTS		
911 Hang up call	2	3
Abuse, Child Physical	1	0
Accident	4	5
Ambulance Assist	2	3
Animal Call	0	5
Arrest	0	1
Burglar Alarm	4	3
Business Assist	0	1
Business Security	41	25
Citizen Assist	5	1
City Code Enforcement	0	1
City/CO Dept Assist	1	0
Drug Investigation	1	0
Found Property	2	2
General Information	1	0
Harassment	1	1
Hit and Run	0	1
Insufficient Funds Checks	18	21
Interpretation	0	1
Intoxicated Driver	0	1
Intoxicated Pedestrian	1	0
Keys Locked In Car	12	17
Law Dept Assist	1	1
Lost Property	1	1
Mental Subject	0	1
Motorist Assist	2	1
Pedestrian Stop	0	1
PR/Talk/Presentation	13	11
Reckless Driver	2	0

Registration Check	0	1
Station Assignment	7	2
Street Beat	9	3
Suspicious Person	1	1
Suspicious Vehicle	1	0
Theft	1	3
Vehicle Stop	30	26

ARRESTS

Child Endangerment	1	0
Disorderly Conduct	1	0
Selling Alcohol to Minor	1	0
Selling Tobacco to Minor	0	1
Warrant Arrest	0	1

Recommendation: Approval of liquor license.



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

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

PERSONAL DATA

Manriquez William A.
Last Name First Name Middle Initial
710 Ontario St Storm Lake IA 50588
Address City State Zip Code
_____ (712) 730-3205 manriquezw@gmail.com
Home Phone # Business Phone # Cell Phone # E-mail Address:
_____ _____ _____
Employer Occupation

How long have you lived in Storm Lake? ~ 20 years

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

- Storm Water Advisory Committee
- Volunteer Fire Fighter - Storm Lake Fire Department

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

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

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

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

To get more involved within the community!

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

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

☐ Yes ☒ No

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

N/A

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

If Yes: N/A

What is the name of the Business: N/A

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

☐ Yes ☒ No

I certify that the above answers are correct and true.

William Manriquez

Signature

10/23/2018

Date

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

Please return the completed form to:

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

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



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

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

PERSONAL DATA

Smith	Michelle	A
Last Name	First Name	Middle Initial
919 Lighthouse Drive	Storm Lake	IA 50588
Address	City	State
712-213-5121	712-291-0027	712-291-0027
Home Phone #	Business Phone #	Cell Phone #
Self	Realtor	E-mail Address:
Employer	Occupation	

How long have you lived in Storm Lake? 33 years

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

"Adopt a Park" volunteer, Athletic Booster Board Member, Fine Arts Board Member, Church Eucharistic Minister,

P.E.O. Womens Group, Storm Lake 4th of July Co-Commodore 2018 and Commodore 2019.

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

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

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

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

I am very passionate about our trees, trails and parks and spend time every day either walking, riding a bike, or

driving by and enjoying their beauty. I want to help protect and preserve our open space for generations to come.

I was involved in an "Adopt a Park" program in Snoqualmie, WA where volunteers would work with the city to help

keep the parks and trails clean. We even planted trees to enhance the beauty. I would love to do this in Storm Lake.

Please complete back side of this form.

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

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

☐ Yes ☒ No

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

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

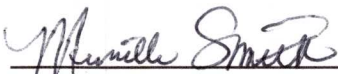
If Yes: _____

What is the name of the Business: _____

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

☐ Yes ☐ No

I certify that the above answers are correct and true.



Signature



Date

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

Please return the completed form to:

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

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



APPLICATION FOR APPOINTMENTS
TO STORM LAKE BOARDS & COMMISSIONS

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

PERSONAL DATA

AGUA MARINS M
Last Name First Name Middle Initial
506 1/2 Erie St. Apt. 2 STORM LAKE, IA 50588
Address City State Zip Code
~~712-299-4492~~ 213-7459 712-299-4492 magua@bvcountryiowa.com
Home Phone # Business Phone # Cell Phone # E-mail Address:

BV County / North Raccoon River Watershed Project Coordinator,
Employer Occupation Iowa Watershed Approach Program

How long have you lived in Storm Lake? Since NOV 2017

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

community outreach as part of the North Raccoon
River Watershed project

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

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

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

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

To be able to contribute to storm water management
in storm lake and share my expertise on
soil and water engineering

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

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

☐ Yes ☒ No

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

N.A.

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

If Yes:

N.A.

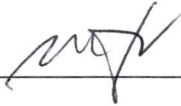
What is the name of the Business: N.A.

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

☐ Yes ☒ No

I certify that the above answers are correct and true.

Signature



Date

15 October 2018

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

Please return the completed form to:

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

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

Staff Summary

11/5/2018

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	\$70,150.38
Contracts/Agreements	\$20,335.99
Local Businesses	\$111,730.22
Buena Vista County Business	\$345.77
Non-Local Business	\$1,011,105.21
Total Expenses	\$1,213,667.57
Please see attachment for supporting documents	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

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



Storm Lake, IA

My Buy Local_v1

Payment Date Range: 10/16/2018 - 11/07/2018

Vendor Name	Buy Local Info	Payable Description	Total Payments
BVC			
Mark Stanley	BVC	Door Repairs	156.1
Buena Vista County Solid Waste	BVC	Recycling	148.72
Doreen Pedersen	BVC	CPR Classes	25
Buena Vista County Solid Waste	BVC	Recycling Services	15.95
		BVC Total:	345.77
Contract/Agreement			
Community Education Dept	Contract/Agreement	1st Quarter FY2019 of 28E Agreement	20335.99
		Contract/Agreement Total:	20335.99
Local			
MidAmerican Energy Company	Local	Electric Services	55698.79
Rasmussen's Ford Inc	Local	2019 Ford Explorer Patrol Vehicle	38255
Jim Bartholomew	Local	October 2018 Airport Contract	5293.15
Mangold Environmental Testing, Inc	Local	Testing Services	1825.8
Buena Vista Regional Medical Center	Local	Physical- Rojo	1547
Bomgaars Supply, Inc	Local	Supplies	1411.54
Mangold Environmental Testing, Inc	Local	Testing Services	1404.08
Mangold Environmental Testing, Inc	Local	Testing Services	841.5
Mangold Environmental Testing, Inc	Local	Toxicity Testing	582.25
Edwards Storm Lake	Local	Transmission Repairs	713.64
Bargloff & Company	Local	Repairs to VT Industries Hangar	242.08
Qwest Corporation	Local	October 2018 Phone Service	240.75
Rasmussen's Ford Inc	Local	Battery Repairs	223.62
Mangold Environmental Testing, Inc	Local	Testing Services	217.6
WalMart #01-1526	Local	Supplies	213.71
A & A Automotive	Local	Gearshift Repairs #59	405.7
Iowa Office Supply Inc	Local	Office Supplies	190.69
Graffix Inc	Local	Uniforms	180
Stille Pierce & Pertzborn	Local	Add 2018 Chevy Colorado	178
O'Reilly Automotive Inc	Local	Antifreeze & Fluids	176.66
Mangold Environmental Testing, Inc	Local	Testing Services	163.2
Rasmussen's Ford Inc	Local	Battery	148.9
Martin V Marten	Local	Cyclone Watch- ERD	137.5

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My Buy Local_v1

Payment Date Range: 10/16/2018 - 11/07/2018

Vendor Name	Buy Local Info	Payable Description	Total Payments
Lakeshore Cyclery & Fitness, Inc	Local	Bicycle Maintenance	126.97
Storm Lake Rotary	Local	3rd Quarter 2018 Dues- Navratil	125
Mangold Environmental Testing, Inc	Local	Testing Services	123.25
Lakeshore Cyclery & Fitness, Inc	Local	Bicycle Maintenance	114.98
Vision Care Associates	Local	Evaluation- Feather	106
Storm Lake Hydraulics Co, Inc	Local	Hyd Hose & Supplies	91.59
Vanish LLC	Local	Towing Services	90
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	74.42
Crescent Electric Supply Company	Local	Lights	70.6
Buena Vista Regional Medical Center	Local	New Hire Shots	67.15
The Storm Lake Times	Local	FY2019 Subscription- PD	62.95
O'Reilly Automotive Inc	Local	Belt & Wiper Fluid	58.05
Michael Reinert	Local	Pump Shaft Repairs for Sprayer	40
Storm Lake Bakery	Local	Meeting Supplies	32.5
Crescent Electric Supply Company	Local	Lights	31.53
Larson Oil & Distributing Co, Inc	Local	Diesel	31
JNB Acquisition Corporation	Local	Copier Maintenance Agreement	29.72
Iowa Office Supply Inc	Local	Office Supplies	28.94
Rasmussen's Ford Inc	Local	Battery Repairs	28.47
Graham Tire	Local	Tire Repairs	25

JNB Acquisition Corporation	Local	Copier Maintenance Agreement	18.81
Hy-Vee, Inc	Local	Supplies	14
Fastenal Company	Local	Supplies	12.3
Mangold Environmental Testing, Inc	Local	Shipping	11.61
JSC Inc	Local	Water Supplies	7.95
Mangold Environmental Testing, Inc	Local	Shipping Services	7.65
Michael Reinert	Local	Tubing	7.5
Plumbing & Heating Wholesale, Inc	Local	Supplies	1.12

Local Total: 111730.22

Non-Local

Toyne, Inc	Non-Local	Final Payment New Pump/Tanker Fire Truck	260811
John Healy	Non-Local	Pay Request #6 of 10th & Ontatrio SW	160266.68
Toyne, Inc	Non-Local	Final Payment for Quick Attack Fire Truck	124050
Fahrner Asphalt Sealers, LLC	Non-Local	Pay Request #1 of Apon/Taxiway Rehab	71717.4
Electric Pump Inc	Non-Local	Muffin Monster for Memorial LS	45400
Accela, Inc #774375	Non-Local	FY2019 Annual Maintenance	35776.78
Piper Jaffray & Co	Non-Local	Financial Services for Series 2018 Bonds	32499.7
Control Systems Specialists, LLC	Non-Local	Boiler Replacment	28590
Eastern Aviation Fuels, Inc	Non-Local		22069.05
Muni Fire/Police Retire	Non-Local	MFPRSI withholdings	15681.95
Sioux City Foundry Company	Non-Local	Plow Blades	13476.66
Ahlers & Cooney, P.C.	Non-Local	\$2.7M Bond Refinancing Services	13420.83
Iowa Public Employees	Non-Local	IPERS withholdings	12510.81
EFTPS	Non-Local	Federal withholding taxes	11914.16

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My Buy Local_v1

Payment Date Range: 10/16/2018 - 11/07/2018

Vendor Name	Buy Local Info	Payable Description	Total Payments
EFTPS	Non-Local	Federal withholding taxes	10291.48
Ahlers & Cooney, P.C.	Non-Local	\$1.8M Bond Refinancing Services	10095.67
Ahlers & Cooney, P.C.	Non-Local	2018 Disclosure Counsel	9000
Star Energy, LLC	Non-Local	Fuel	8324.13
Municipal Supply, Inc	Non-Local	Meters	7476
H-O-H Water Technology, Inc	Non-Local	Polymex	7298
Bolton & Menk, Inc	Non-Local	Casino LS Engineering Services	6920
Justin Meader	Non-Local	Refrigerated Sampler	6543
Iowa Central Community College	Non-Local	Industry Training Classes	6160
Treasurer State of Iowa	Non-Local	State withholding taxes	6098.18
Tyler Technologies, Inc	Non-Local	Utility Billing Conversion Services	6051.78
Mississippi Lime Company	Non-Local	Lime	14094.12
Hallett Materials	Non-Local	Sand/Salt Mix	4231.44
Granicus, LLC	Non-Local	NovusAGENDA Subscription FY2019	4200
Hawkins, Inc	Non-Local	Sodium Chlorite	4180.38
EFTPS	Non-Local	Federal withholding taxes	3900.88
Bolton & Menk, Inc	Non-Local	Construction Services through 9/28/2018	3062
Shield Technology Corporation	Non-Local	ShieldWare RMS Software	3037.5
Philip E Havens	Non-Local	September 2018 Legal Services	2922.5
Bolton & Menk, Inc	Non-Local	General Engineering Services through 9/28/20	1961
Color-ize Inc	Non-Local	ERD Gifts	1727.85
Electric Pump Inc	Non-Local	Scout Park LS Service Call	1717.5
Electric Pump Inc	Non-Local	Scout Park LS Service	1610.71
ICMA Retirement Trust 457	Non-Local	ICMA withholdings	1608.88
Emmons & Olivier Resources, Inc	Non-Local	Design Service through 9/30/2018	1600
Qualified Presort Service, LLC	Non-Local	Printing Services	1572.65
National Fire Protection Association	Non-Local	FY2019 Subscription	1345.5
Emmons & Olivier Resources, Inc	Non-Local	Design Services through 9/30/2018	1334.5
Emmons & Olivier Resources, Inc	Non-Local	Implementation Services through 9/30/2018	1158.63
Consolidated Fleet Services, Inc	Non-Local	Inspection Services	1150.7
ICMA Retirement Trust 457	Non-Local	ICMA withholdings	1063.01
ICMA Membership Renewals	Non-Local	FY2019 Membership- Navratil	888
Hawkins, Inc	Non-Local	Sodium Aluminate	787.5
ICMA Membership Renewals	Non-Local	FY2019 Membership- Derragon	782.8

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My Buy Local_v1**Payment Date Range: 10/16/2018 - 11/07/2018**

Vendor Name	Buy Local Info	Payable Description	Total Payments
Ahlers & Cooney, P.C.	Non-Local	Legal Services- Amend #2 of 3rd Addition URP	758.5
US Peroxide, LLC	Non-Local	Facility & Maintenance Agreement	750
Martin Marietta Materials, Inc	Non-Local	Rock	732.58
Bolton & Menk, Inc	Non-Local	Construction Services through 9/28/2018	715
Accela, Inc #774375	Non-Local	Online Web Payment Fees	646
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	623.01
RL Fridley Theatres, Inc	Non-Local	Discount Coupons	600
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	558.65
Rehab Systems Inc	Non-Local	Root Cutting of Storm Sewers	550
Control Systems Specialists, LLC	Non-Local	Drain Trap from Dondensate Pan	531.39
Utility Equipment Co	Non-Local	Restraint & Supplies	526.47
Mass Mutual	Non-Local	457 plan withholding	450
W. W. Grainger, Inc	Non-Local	Vacuum & Bags	437.5
Tyler Technologies, Inc	Non-Local	Executime Conversion Services	437.5
Utility Equipment Co	Non-Local	Restraint for PVC Pipe	387.6
Northern Safety Company, Inc	Non-Local	Safety Supplies	384.68
Qualified Presort Service, LLC	Non-Local	Printing Services	383.16
Collection Services Center	Non-Local	Child Support payments	374.76
Ahlers & Cooney, P.C.	Non-Local	Amend #2 of Revit Plan	360.27
Teamsters Local Union 554	Non-Local	Union dues withholding	345
Sodexo	Non-Local	10/15/2018 Coffee with a Cop	320.49
Ziegler, Inc	Non-Local	Portable Unit Repairs #128	317.34
Iowa Public Employees	Non-Local	IPERS withholdings	277.78
Vermeer Sales & Service, Inc	Non-Local	Turbo Nozzle	260.68
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	260.15
Control Systems Specialists, LLC	Non-Local	Headworks & Clarifier/Lab Building HVAC Rep	237.5
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	231.05
Myron Corp	Non-Local	Office Supplies	229.14
Sprayer Specialties, Inc	Non-Local	Pump	217.41
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	416.25
Qualified Presort Service, LLC	Non-Local	Newsletter Services	205.77
Utility Supply of America, Inc	Non-Local	Ammonia Caps	192.02
Mercy Medical Services	Non-Local	Physical- Rojo Jr	175
Iowa Workforce Development	Non-Local	Operating Fee & Inspection Fee	175
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	163.95
Regional Transit Authority	Non-Local	1st Quarter FY2019 Rides	162
Iowa Law Enforcement Academy	Non-Local	Training- Meyer & Ronk	150
R & R Products, Inc	Non-Local	Blades, Bushings, & Bearings	148.08
Bierschbach Equipment & Supply Comp	Non-Local	Placers with Hooks	147
NCL of Wisconsin, Inc	Non-Local	Lab Supplies	144.06
Universal Hospital Services, Inc	Non-Local	Defibrillator Supplies	144
The Child's World, Inc	Non-Local	Books	143.6
Dale Vitito	Non-Local	Uniforms	140.89
R & R Products, Inc	Non-Local	Expanding Tube	135.03
Ahlers & Cooney, P.C.	Non-Local	Labor Relations	132
Dale Vitito	Non-Local	Uniforms	258.83
Davis Equipment Corporation	Non-Local	Wheel	123.87
Dale Vitito	Non-Local	Uniforms	1033.1
IA Section AWWA Region 3	Non-Local	Operator Training- Streed & Tarin	110
West Unified Communications Services,	Non-Local	Conference Calls	109.73
Dale Vitito	Non-Local	Uniform- Hayes	215.78
Bolton & Menk, Inc	Non-Local	Construction Administration through 9/28/201	107.25
University Enterprises, Inc	Non-Local	Volume 1 WasteWater Collection Systems	107
ABC Pest Control, Inc	Non-Local	Pest Control Services	100
Iowa League of Cities	Non-Local	2018 Budget Workshop Registration- Oakleaf I	90
Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	87.4

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My Buy Local_v1**Payment Date Range: 10/16/2018 - 11/07/2018**

Vendor Name	Buy Local Info	Payable Description	Total Payments
Ed M. Feld Equipment Company, Inc	Non-Local	Swivel & Gaskets	79.02
Ahlers & Cooney, P.C.	Non-Local	Employment Seminar	75
Iowa Lakes Regional Water	Non-Local	September 2018 Water Service	69.09
Northwest Iowa YES Center	Non-Local	Transportation Services	63.5

Central Iowa Distributing, Inc	Non-Local	Cleaning Supplies	62.6
SiteOne Landscape Supply Holding, LLC	Non-Local	Bushing Adapter	58.99
Evertex, Inc	Non-Local	Internet Service	52.08
Central Iowa Distributing, Inc	Non-Local	Garbage Bags	39.4
Steven A Beeck	Non-Local	Window Cleaning Services	37
Digital Ally Inc	Non-Local	Battery	35
Northwest Iowa League of Cities	Non-Local	10/18/2018 Meeting Services	30
Johnston Automotive & Industrial of Sp	Non-Local	Air Handling Unit Belt	28.8
Carson Dellosa Publishing, LLC	Non-Local	Manual	22.95
Engel Agri-Sales, Co	Non-Local	Spring	17
Central Iowa Distributing, Inc	Non-Local	Sprayer	14.4
UPS	Non-Local	Shipping Services	9.73
Qualified Presort Service, LLC	Non-Local	Printing Services	8.12
Non-Local Total:		1011105.21	

Payroll/Refunds

Employee Group Services, Ltd	Payroll/Refunds	10/29/2018 Claims	36505.71
Employee Group Services, Ltd	Payroll/Refunds	November 2018 Insurance Claims	17922.39
Employee Group Services, Ltd	Payroll/Refunds	10/20/2018 Claims	4307
Principal Life Insurance Company	Payroll/Refunds	Insurance Allocations	1757.93
Custodian of Petty Cash- Mark Prosser	Payroll/Refunds	Investigation Cash	1500
Patrick Diekman	Payroll/Refunds	IACP Training	1489.72
Chris Cole	Payroll/Refunds	IACP Training	1436.06
City of Storm Lake	Payroll/Refunds	Flex withholdings	1005.56
Employee Group Services, Ltd	Payroll/Refunds	8/17/2018 Flex Claims	1557.64
AFLAC	Payroll/Refunds	Aflac withholdings	517.63
TrueNorth Companies	Payroll/Refunds	2019 Volunteer Fire Department Insurance	319.2
Keegan Svendsen	Payroll/Refunds	DARE School	278
Beth Ann Dawson McPherrren	Payroll/Refunds	State Library Conference	270.18
Tyler Gibbins	Payroll/Refunds	2018 Fall IMFOA Conference- Gibbins	216.76
Brian Oakleaf	Payroll/Refunds	Fall 2018 IMFOA Conference	388.06
Keri Navratil	Payroll/Refunds	ILC Env Coordinator Committee	171.13
Chris Cole	Payroll/Refunds	Reissue Check #48948	111.11
Employee Group Services, Ltd	Payroll/Refunds	10/10/2018 Flex	72.67
Michael Porsch	Payroll/Refunds	NW Iowa League Meeting	55.59
Employee Group Services, Ltd	Payroll/Refunds	10/24/2018 Flex Claims	45.95
Seth Dicks	Payroll/Refunds	WW Grade 1 Certification Fee	40
City of Storm Lake	Payroll/Refunds	Flex Dependent care withholdings	38.46
Kim Mehlenbacher	Payroll/Refunds	State Library Conference	38
AFLAC	Payroll/Refunds	Aflac withholdings	37.63
Seth Dicks	Payroll/Refunds	WW Grade 1 Exam Fee	30
Chris Cole	Payroll/Refunds	Reissue Check #47249	38
Payroll/Refunds Total:		70150.38	
Grand Total:		1,213,667.57	



Storm Lake, IA

Project Activity Report

By Project Number

Report Dates: 10/16/2018 - 11/05/2018

Project Number	Project Name	Group	Type	Status
01112-0019	WasteWater Treatment Facility Wetlands	National Resiliency Disaster Grant Projects	Federal/State Grant	Active
Revenues				
Account Key	Account Name	Category		Total Activity
62100001-04	WWTP State Revenue	State Revenue - State Revenue		-11,505.50
GL Account Number	GL Account Name	Post Date	Description	Vendor Name
621-8065-09-4550	SW Capital Revenue	10/24/2018	Reimbursement #13 of NDRI Contract	
621-8065-09-4550	SW Capital Revenue	10/24/2018	Reimbursement #13 of NDRI Contract	
				Item Number
				Activity
				-11,193.00
				-312.50
				October Total:
				-11,505.50
				Total Revenues:
				-11,505.50
Expenses				
Account Key	Account Name	Category		Total Activity
62100001-02	WWTP Engineering	Engineering - Engineering		1,600.00
GL Account Number	GL Account Name	Post Date	Description	Vendor Name
621-8065-09-6499	Contractual Services	11/05/2018	Design Service through 9/30/2018	Emmons & Olivier Resources, Inc
				Item Number
				Activity
				01112-0019-23
				1,600.00
				November Total:
				1,600.00
				Total Expenses:
				1,600.00
				01112-0019 Total:
				-9,905.50
Project Number	Project Name	Group	Type	Status
01112-0020	10th & Ontario StormWater Improvements	National Resiliency Disaster Grant Projects	Federal/State Grant	Active
Revenues				
Account Key	Account Name	Category		Total Activity
62100002-04	10th & Ontario State Revenue	State Revenue - State Revenue		-528,197.50
GL Account Number	GL Account Name	Post Date	Description	Vendor Name
621-8065-09-4550	SW Capital Revenue	10/24/2018	Reimbursement #13 of NDRI Contract	
621-8065-09-4550	SW Capital Revenue	10/24/2018	Reimbursement #13 of NDRI Contract	
				Item Number
				Activity
				-312.50
				-527,885.00
				October Total:
				-528,197.50
				Total Revenues:
				-528,197.50
Expenses				
Account Key	Account Name	Category		Total Activity
62100002-01	10th & Ontario Construction	Construction - Project Construction		160,266.68
GL Account Number	GL Account Name	Post Date	Description	Vendor Name
				Item Number
				Activity

Project Activity Report

Report Dates: 10/16/2018 - 11/05/2018

GL Account Number 621-8065-09-6499	GL Account Name Contractual Services	Post Date 11/05/2018	Description Pay Request #6 of 10th & Ontatrio SW	Vendor Name John Healy	Item Number Pay #6 of 10th & Ontar...	Activity 160,266.68
November Total:						160,266.68
62100002-02	10th & Ontario Engineering	Engineering - Engineering				1,158.63
GL Account Number 621-8065-09-6499	GL Account Name Contractual Services	Post Date 11/05/2018	Description Implementation Services through 9/30/2018	Vendor Name Emmons & Olivier Resources, Inc	Item Number 01112-0020-22	Activity 1,158.63
November Total:						1,158.63
Total Expenses:						161,425.31
01112-0020 Total:						-366,772.19
Project Number 01112-0021	Project Name 4th & Oats StormWater Improvements	Group National Resiliency Disaster Grant Projects	Type Federal/State Grant	Status Active		
Revenues						
Account Key 62100003-04	Account Name 4th & Oats State Rev	Category State Revenue - State Revenue				Total Activity -15,324.50
GL Account Number 621-8065-09-4550	GL Account Name SW Capital Revenue	Post Date 10/24/2018	Description Reimbursement #13 of NDRI Contract	Vendor Name	Item Number	Activity -312.50
621-8065-09-4550	SW Capital Revenue	10/24/2018	Reimbursement #13 of NDRI Contract			-15,012.00
October Total:						-15,324.50
Total Revenues:						-15,324.50
Expenses						
Account Key 62100003-02	Account Name 4th & Oats Engineering	Category Engineering - Engineering				Total Activity 1,334.50
GL Account Number 621-8065-09-6499	GL Account Name Contractual Services	Post Date 11/05/2018	Description Design Services through 9/30/2018	Vendor Name Emmons & Olivier Resources, Inc	Item Number 01112-0021-19	Activity 1,334.50
November Total:						1,334.50
Total Expenses:						1,334.50
01112-0021 Total:						-13,990.00
Project Number 16-19284	Project Name 4th & Barton Storm Water Improvements	Group National Resiliency Disaster Grant Projects	Type Federal/State Grant	Status Active		
Revenues						
Account Key 62100004-04	Account Name 4th & Barton State Rev	Category State Revenue - State Revenue				Total Activity -11,666.50
GL Account Number 621-8065-09-4550	GL Account Name SW Capital Revenue	Post Date 10/24/2018	Description Reimbursement #13 of NDRI Contract	Vendor Name	Item Number	Activity -11,354.00
621-8065-09-4550	SW Capital Revenue	10/24/2018	Reimbursement #13 of NDRI Contract			-312.50
October Total:						-11,666.50
Total Revenues:						-11,666.50

Project Activity Report

Report Dates: 10/16/2018 - 11/05/2018

16-19284 Total: -11,666.50

Project Number	Project Name	Group	Type	Status		
35665	1st & Mae Street	National Resiliency Disaster Grant Projects	Federal/State Grant	Active		
Revenues						
Account Key	Account Name	Category		Total Activity		
62100006-04	1st & Mae SW State Rev	State Revenue - State Revenue		-364,977.50		
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
621-8065-09-4550	SW Capital Revenue	10/24/2018	Reimbursement #13 of NDRI Contract			-364,665.00
621-8065-09-4550	SW Capital Revenue	10/24/2018	Reimbursement #13 of NDRI Contract			-312.50
					October Total:	-364,977.50
					Total Revenues:	-364,977.50
					35665 Total:	-364,977.50

Project Number	Project Name	Group	Type	Status		
8406	7th & Geneseo St Sanitary Sewer Improvements	National Resiliency Disaster Grant Projects	Federal/State Grant	Active		
Revenues						
Account Key	Account Name	Category		Total Activity		
62100008-04	7th & Geneseo State Rev	State Revenue - State Revenue		-124,942.50		
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
621-8065-09-4550	SW Capital Revenue	10/24/2018	Reimbursement #13 of NDRI Contract			-312.50
621-8065-09-4550	SW Capital Revenue	10/24/2018	Reimbursement #13 of NDRI Contract			-124,630.00
					October Total:	-124,942.50
					Total Revenues:	-124,942.50
					8406 Total:	-124,942.50

Project Number	Project Name	Group	Type	Status		
FY2019 Fire Truck	FY2019 Fire Truck Bond Tracking	Operating Projects	Construction	Active		
Revenues						
Account Key	Account Name	Category		Total Activity		
00100001-06	Fire Truck Bond Proceeds	Bond Proceeds - Bond Proceeds		-700,000.00		
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
001-1050-01-4820	Bond Proceeds	10/22/2018	Bond Proceeds from Series 2018 Bonds			-700,000.00
					October 2018 Total:	-700,000.00
					Total Revenues:	-700,000.00
Expenses						
Account Key	Account Name	Category		Total Activity		
00100001-01	Fire Truck Construction	Construction - Project Construction		384,861.00		
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
001-1050-08-6727	Capital Improvements Equipm...	11/05/2018	Final Payment for Quick Attack Fire Truck	Toyne, Inc	7463	124,050.00

Project Activity Report

Report Dates: 10/16/2018 - 11/05/2018

GL Account Number 001-1050-08-6727	GL Account Name Capital Improvements Equipm...	Post Date 11/05/2018	Description Final Payment New Pump/Tanker Fire Truck	Vendor Name Toyne, Inc	Item Number 7464	Activity 260,811.00
					November 2018 Total:	384,861.00
					Total Expenses:	384,861.00
					FY2019 Fire Truck Total:	-315,139.00
Project Number P11.112742	Project Name North Central SW Phase II	Group National Resiliency Disaster Grant Projects	Type Federal/State Grant	Status Active		
Revenues						
Account Key 62100007-04	Account Name NCSW Ph II State Rev	Category State Revenue - State Revenue			Total Activity	-4,533.50
GL Account Number 621-8065-09-4550	GL Account Name SW Capital Revenue	Post Date 10/24/2018	Description Reimbursement #13 of NDRI Contract	Vendor Name	Item Number	Activity -4,221.00
621-8065-09-4550	SW Capital Revenue	10/24/2018	Reimbursement #13 of NDRI Contract			-312.50
					October Total:	-4,533.50
					Total Revenues:	-4,533.50
					P11.112742 Total:	-4,533.50
Project Number P11.115917	Project Name Memorial Park Water Quality	Group National Resiliency Disaster Grant Projects	Type Federal/State Grant	Status Active		
Revenues						
Account Key 62100005-04	Account Name Memorial Park WQ State Rev	Category State Revenue - State Revenue			Total Activity	-3,477.50
GL Account Number 621-8065-09-4550	GL Account Name SW Capital Revenue	Post Date 10/24/2018	Description Reimbursement #13 of NDRI Contract	Vendor Name	Item Number	Activity -3,165.00
621-8065-09-4550	SW Capital Revenue	10/24/2018	Reimbursement #13 of NDRI Contract			-312.50
					October Total:	-3,477.50
					Total Revenues:	-3,477.50
					P11.115917 Total:	-3,477.50
Project Number T51.115389	Project Name Rehabilitate Connector Apron	Group Airport Projects	Type Federal/State Grant	Status Active		
Expenses						
Account Key 30100002-01	Account Name Apron Rehab- Construction	Category Construction - Project Construction			Total Activity	71,717.40
GL Account Number 301-6900-08-6799	GL Account Name Undesignated Capital	Post Date 11/05/2018	Description Pay Request #1 of Apon/Taxiway Rehab	Vendor Name Fahrner Asphalt Sealers, LLC	Item Number Pay#1 Apron/Taxi Reh	Activity 71,717.40
					November Total:	71,717.40
					Total Expenses:	71,717.40

Summary

Project Summary

Project Number	Project Name	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
01112-0019	WasteWater Treatment Facility Wetlar	11,505.50	1,600.00	9,905.50
01112-0020	10th & Ontario StormWater Improven	528,197.50	161,425.31	366,772.19
01112-0021	4th & Oats StormWater Improvement	15,324.50	1,334.50	13,990.00
16-19284	4th & Bartion Storm Water Improvem	11,666.50	0.00	11,666.50
35665	1st & Mae Street	364,977.50	0.00	364,977.50
8406	7th & Geneseo St Sanitary Sewer Impr	124,942.50	0.00	124,942.50
FY2019 Fire Truck	FY2019 Fire Truck Bond Tracking	700,000.00	384,861.00	315,139.00
P11.112742	North Central SW Phase II	4,533.50	0.00	4,533.50
P11.115917	Memorial Park Water Quality	3,477.50	0.00	3,477.50
T51.115389	Rehabilitate Connector Apron	0.00	71,717.40	-71,717.40
Project Totals:		1,764,625.00	620,938.21	1,143,686.79

Group Summary

Group	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
Airport Projects	0.00	71,717.40	-71,717.40
National Resiliency Disaster Grant Projects	1,064,625.00	164,359.81	900,265.19
Operating Projects	700,000.00	384,861.00	315,139.00
Group Totals:	1,764,625.00	620,938.21	1,143,686.79

Type Summary

Type	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
Construction	700,000.00	384,861.00	315,139.00
Federal/State Grant	1,064,625.00	236,077.21	828,547.79
Type Totals:	1,764,625.00	620,938.21	1,143,686.79

Staff Summary

11/5/2018

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: SLPD Code Enforcement Summary
October 10, 2018 through October 31, 2018

Total Contacts 39

Accumulated Trash 6

Accumulated Junk 15

Junk Vehicles 15

Burning Leaves 2

CCE 1

Citations 2

FISCAL IMPACT: None

RECOMMENDATION: No Action Required

Staff Summary

11/5/2018

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: **Public Hearing on the Matter of the Adoption of Amendment No. 2 to the Urban Revitalization Plan**

BACKGROUND: Pursuant to the provisions of Chapter 404 of the Code of Iowa, by Resolution No. 48-R-2004-2005 adopted on February 21, 2005, the City of Storm Lake, Iowa (the "City"), designated certain areas of the City as a revitalization area, by the adoption of the Storm Lake Urban Revitalization Plan ("Urban Revitalization Plan" or "Plan").

The Amendment, among other things clarifies definitions in the Plan and adds an exemption schedule for properties assessed as Multiresidential.

All qualified real estate assessed as multiresidential property, if the multiresidential property consists of three (3) or more separate living quarters with at least seventy-five percent (75%) of the space used for residential purposes, is eligible to receive a one hundred percent (100%) exemption from taxation on the actual value added by the improvements. The exemption is for a period of ten (10) years.

FISCAL IMPACT: The intent of Amendment No. 2 will be to increase market-rate housing meeting the needs of community members and increase the tax base of the City.

RECOMMENDATION: Open Public Hearing
Hear Comments
Close Public Hearing

ATTACHMENTS:

Description	Type
Public Hearing Notice	Backup Material

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE
CITY OF STORM LAKE, IOWA, ON THE MATTER OF THE
ADOPTION OF A PROPOSED AMENDMENT NO. 2 TO THE
URBAN REVITALIZATION PLAN

Public notice is hereby given that the City Council of the City of Storm Lake, Iowa, will hold a public hearing on the 5th day of November, 2018, at 5:00 P.M., in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at which meeting the Council proposes to take action on the adoption of an Amendment No. 2 to the Urban Revitalization Plan ("Amendment") described therein, under the authority of Chapter 404 of the Code of Iowa, as amended.

The Amendment, among other things clarifies definitions in the Plan and adds an exemption schedule for properties assessed as Multiresidential.

Any persons interested may appear at said meeting of the Council and present evidence for or against the adoption of the Amendment. The proposed Amendment is on file in the office of the City Clerk and available for public inspection or copying during ordinary business hours.

This notice is given by order of the City Council of the City of Storm Lake, Iowa, pursuant to Section 404.2(6) of the Code of Iowa, 2017, as amended.

Dated this 1st day of October, 2018.

City Clerk of Storm Lake, Iowa

(End of Notice)

Staff Summary

11/5/2018

Agenda Item # 4.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Resolution No. 26-R-2018-2019 Adopting the Proposed Amendment No. 2 to the Urban Revitalization Plan**

BACKGROUND: Pursuant to the provisions of Chapter 404 of the Code of Iowa, by Resolution No. adopted on February 21, 2005, the City of Storm Lake, Iowa (the "City"), designated certain areas of the City as a revitalization area, by the adoption of the Storm Lake Urban Revitalization Plan ("Urban Revitalization Plan" or "Plan").

The Amendment, among other things clarifies definitions in the Plan and adds an exemption schedule for properties assessed as Multiresidential.

All qualified real estate assessed as multiresidential property, if the multiresidential property consists of three (3) or more separate living quarters with at least seventy-five percent (75%) of the space used for residential purposes, is eligible to receive a one hundred percent (100%) exemption from taxation on the actual value added by the improvements. The exemption is for a period of ten (10) years.

FISCAL IMPACT: The intent of Amendment No. 2 will be to increase market-rate housing meeting the needs of community members and increase the tax base of the City.

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

ATTACHMENTS:

Description	Type
□ Resolution No. 26-R-2018-2019	Resolution

RESOLUTION NO. 26-R-2018-2019

RESOLUTION ADOPTING AMENDMENT NO. 2 TO
THE URBAN REVITALIZATION PLAN

WHEREAS, pursuant to the provisions of Chapter 404 of the Code of Iowa (the "Act"), by Resolution No. 48-R-2004-2005 adopted on February 21, 2005, the City of Storm Lake, Iowa (the "City"), designated certain areas of the City as a revitalization area, by the adoption of the Storm Lake Urban Revitalization Plan ("Urban Revitalization Plan" or "Plan"); and

WHEREAS, by the foregoing action, the Council has determined that the Storm Lake Urban Revitalization Area ("Urban Revitalization Area" or "Area") within the City can be revitalized as authorized by the Act; and

WHEREAS, by Resolution No. 69-R-2013-2014 adopted on March 3, 2014, the City approved and adopted an Amendment No. 1 to the Plan to extend the expiration date of the Plan, clarify the exemptions under the Plan, add a limitation for properties located in an urban renewal area, and provide for the inclusion of property annexed in the future; and

WHEREAS, a proposed Amendment No. 2 to the Plan ("Amendment No. 2" or "Amendment") has been prepared; and

WHEREAS the purpose of the Amendment is to, among other things: clarify definitions used in the Plan; and add an exemption schedule for Multiresidential properties; and

WHEREAS, the property within the Area currently includes the entire incorporated City; and

WHEREAS, after published notice was given, as required by the Act, the City Council held a public hearing on November 5, 2018, at 5:00 p.m., on the Amendment and considered all objections, comments, and evidence presented.

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

Section 1. That all objections received, if any, at the public hearing referred to in the preamble above are found to be without sufficient merit to warrant amending the proposed Amendment.

Section 2. That the proposed Amendment is adopted in the form attached as Exhibit 1 to this Resolution.

Section 3. That all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 5th day of November, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

EXHIBIT 1

AMENDMENT NO. 2

URBAN REVITALIZATION PLAN

STORM LAKE REVITALIZATION AREA

CITY OF STORM LAKE, IOWA

Original Plan – February 2005

Amendment #1 – March 2014

Amendment #2 – November 2018

**AMENDMENT NO. 2
TO THE
STORM LAKE URBAN REVITALIZATION PLAN**

HISTORY AND INTRODUCTION

The City of Storm Lake, Iowa (“City”) adopted the Urban Revitalization Plan (“Revitalization Plan” or “Plan”) for the Storm Lake Revitalization Area (“Revitalization Area” or “Area”) in February 2005. The City amended the Plan in March 2014 to extend the expiration date of the Plan, clarify the exemptions under the Plan, add a limitation for properties located in an urban renewal area, and provide for the inclusion of property annexed in the future in the Revitalization Area.

With the adoption of this Amendment No. 2 to the Plan (“Amendment”), the City is further amending the Plan to clarify definitions used in the Plan and to add an exemption schedule for properties assessed as multiresidential.

Except as modified by this Amendment, the provisions of the Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided therein.

SECTION I: ELIGIBLE IMPROVEMENTS

Section I of the Plan is hereby repealed in its entirety and replaced with the following:

I. ELIGIBLE IMPROVEMENTS

Eligible improvements, as used in this Plan, include rehabilitation and additions to any existing residential, commercial, or multiresidential structures located within the Revitalization Area. In addition, eligible improvements include new construction of residential, commercial, or multiresidential structures on vacant land or on land with existing structures. In order to be eligible improvements, improvements must be completed in conformance with all applicable regulations of the City of Storm Lake.

Actual value added by improvements, as used in this Plan, means the actual value added as of the first year for which the exemption was received.

Qualified real estate, as used in this Plan, means real property which is located in the Revitalization Area and to which eligible improvements have been added, during the time the Revitalization Area was so designated, if the actual value added by the improvements increased the assessed value of the property by at least ten percent (10%).

SECTION K: EXEMPTIONS

ection K of the Plan, as previously amended, is hereby repealed in its entirety and replaced with the following:

K. EXEMPTIONS

All qualified real estate assessed as residential property is eligible to receive a one hundred percent (100%) exemption from taxation on the first seventy-five thousand dollars (\$75,000) of actual value added by the improvements. The exemption is for a period of five (5) years.

All qualified real estate assessed as commercial property is eligible to receive a fifty percent (50%) exemption from taxation on the actual value added by the improvements. The exemption is for a period of three (3) years.

All qualified real estate assessed as multiresidential property, if the multiresidential property consists of three (3) or more separate living quarters with at least seventyfive percent (75%) of the space used for residential purposes, is eligible to receive a one hundred percent (100%) exemption from taxation on the actual value added by the improvements. The exemption is for a period of ten (10) years.

Staff Summary

11/5/2018

Agenda Item # 5.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Resolution No. 27-R-2018-2019 Setting Dates Of A Consultation and a Public Hearing on a Proposed Amendment No. 2 to the Storm Lake 3rd Addition Urban Renewal Pan in the City Of Storm Lake, State Of Iowa**

BACKGROUND: The City of Storm Lake is the developer of the lots located in 3rd Addition. In order to move forward with the lot transfer from the City of Storm Lake to the Storm Lake School District, the City needs to carve out one lot, Lot 23 in the Urban Renewal Area. This required the City to have Consultation and Public Hearing.

The consultation hearing is scheduled for November 12 at 2:00 p.m. in City Hall Council Chambers. Notification of this hearing will be mailed out to all taxing entities.

The Public Hearing will be held on December 3, 2018 at 5:00 p.m. in City Hall Council Chambers.

FISCAL IMPACT: The fiscal impact will be the publication and postage costs.

RECOMMENDATION: **Approve Resolution No. 27-R-2018-2019 Setting Dates Of A Consultation and a Public Hearing on a Proposed Amendment No. 2 to the Storm Lake 3rd Addition Urban Renewal Pan in the City Of Storm Lake, State Of Iowa**

ATTACHMENTS:

Description	Type
☐ Resolution No. 27-R-2018-2019	Resolution

RESOLUTION NO. 27-R-2018-2019

RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 2 TO THE STORM LAKE 3RD ADDITION URBAN RENEWAL PLAN IN THE CITY OF STORM LAKE, STATE OF IOWA

WHEREAS, by Resolution No. 15-R-2014-2015, adopted July 21, 2014, 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, by Resolution No. 59-R-2017-2018, adopted February 5, 2018, this City Council approved and adopted an Amendment No. 1 to the Plan; and

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

ORIGINAL AREA

A part of the E ½ of the NE ¼ of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 00°20' East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 89°58' East a distance of 150.00 Feet; thence South 00°20' West a distance of 400.00 Feet to the South line of said NE ¼ and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South 89°58' West along the South line of said Northeast Quarter (NE ¼) a distance of 150.00 Feet to the place of beginning.

A part of the East Half (E ½) Northeast Quarter (NE ¼) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Commencing at the Southeast Corner of the Northeast Quarter (NE ¼) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE ¼ a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to

the South line of said NE ¼ and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE ¼ a distance of 1,126.20 Feet to the point of beginning.

and

Lot Eight (8), Block One (1) in Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa.

and

A strip of land 100 feet wide formerly called the Chicago, Milwaukee, St. Paul and Pacific Railroad Right-Of-Way with the center line being the North And South Quarter Section of the NE¼ SE¼ and NW¼ SE¼ of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M., Beginning at the Northeast (NE) Corner of Lot One (1), Block One (1), North Windsor Addition; thence one-hundred (100) feet East to the Northwest Corner of Lot One (1), Block One (1) of Maywood Second Addition; thence South Twelve Hundred Eighty-seven and Ten Hundredths (1287.10) feet along the East right-of-way line of said Railroad to the Southwest Corner of Lot Eight (8), Block Three (3), Maywood First Addition; thence Southwesterly to the Southeast Corner of Lot Twenty-one (21), Block One (1) North Windsor Addition; thence Twelve Hundred Ninety-five and Twenty-eight Hundredths (1295.28) feet North along the West right-of-way line of said Railroad to the point of beginning, in the City of Storm Lake, Buena Vista County, Iowa

and

A section of the East 13th Street right of way including: a part of the East Half (E ½) Northeast Quarter (NE ¼) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence West along the South right of way line of East 13th Street to the point that it intersects with the East right of way line of North Seneca Street; thence North along the East right of way line of North Seneca Street to the point that it intersects with the North right of way line of East 13th Street; thence East along the North right of way line of East 13th Street to the point of beginning.

AMENDMENT NO. 1 AREA

Removed land as follows:

Buena Vista County Parcel No. 1034277024 means Lot Twenty-four, Storm Lake Third Addition, City of Storm Lake, Iowa.

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 2 to the Plan ("Amendment No. 2" or "Amendment"), a copy of which has been placed on file for public

inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to remove land from the Urban Renewal Area; and

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

WHEREAS, this proposed Amendment No. 2 removes land, as follows:

Buena Vista County Parcel No. 1034277023 means Lot Twenty-three, Storm Lake Third Addition, City of Storm Lake, Iowa.

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 2 and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 2 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 2 required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on November 12, 2018, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 2:00 P.M., and the City Manager, or her delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), along with a copy of this Resolution and the proposed Amendment No. 2, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN
THE CITY OF STORM LAKE, STATE OF IOWA AND ALL
AFFECTED TAXING ENTITIES CONCERNING THE
PROPOSED AMENDMENT NO. 2 TO THE STORM LAKE
3RD ADDITION URBAN RENEWAL PLAN FOR THE CITY
OF STORM LAKE, STATE OF IOWA

The City of Storm Lake, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 2:00 P.M. on November 12, 2018, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa concerning a proposed Amendment No. 2 to the Storm Lake 3rd Addition Urban Renewal Plan, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Manager, or her delegate, as the designated representative of the City of Storm Lake, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 2 to the Storm Lake 3rd Addition Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

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

Dated this _____ day of _____, 2018.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 2 before the City Council at its meeting which commences at 5:00 P.M. on December 3, 2018, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Storm Lake Times, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED AMENDMENT NO. 2 TO THE STORM
LAKE 3RD ADDITION URBAN RENEWAL PLAN FOR AN
URBAN RENEWAL AREA IN THE CITY OF STORM LAKE,
STATE OF IOWA

The City Council of the City of Storm Lake, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:00 P.M. on December 3, 2018 in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, to consider adoption of a proposed Amendment No. 2 to the Storm Lake 3rd Addition Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Storm Lake, State of Iowa, which Amendment would remove the following property from the Urban Renewal Area:

Buena Vista County Parcel No. 1034277023 means Lot Twenty-three, Storm Lake Third Addition, City of Storm Lake, Iowa.

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

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

The general scope of the urban renewal activities under consideration in the Amendment is to stimulate, through public involvement and commitment, private investment in residential development in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan, as amended, and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes no specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

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

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

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

Dated this 5th day of November, 2018.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 2, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 2 to the Storm Lake 3rd Addition Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 5th day of November, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

EXHIBIT 1

AMENDMENT NO. 2

TO

STORM LAKE 3RD ADDITION URBAN RENEWAL PLAN

CITY OF STORM LAKE, IOWA

**Original Plan Adopted – July 2014
Amendment No. 1 – February 2018
Amendment No. 2 – December 2018**

AMENDMENT NO. 2
to
STORM LAKE 3RD ADDITION
URBAN RENEWAL PLAN
CITY OF STORM LAKE, IOWA

INTRODUCTION

The Storm Lake 3rd Addition Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Storm Lake 3rd Addition Urban Renewal Area (“Area” or “Urban Renewal Area”), adopted in July 2014 and amended in February 2018, is being further amended to remove land from the Area by this Amendment No. 2 (“Amendment No. 2” or “Amendment”).

The material changes by this Amendment include the following:

1. Legal descriptions of the original Area, as previously amended, and the land being removed by this Amendment No. 2. See Exhibit A.
2. New map showing the original Area, as previously amended, and the land being removed by this Amendment No. 2. See Exhibit B.
3. Updating Financial Data. See Pages 3-4.

Except as modified by this Amendment, the provisions of the original Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections not mentioned in this Amendment shall continue to apply to the Plan.

AREA DESIGNATION

The Area originally was designated as appropriate for promotion of economic development and for the provision of public improvements related to housing and residential development. The Area continues to be appropriate for economic development and for the provision of public improvements related to housing and residential development.

BASE VALUE

The original Area, as previously amended, currently makes up the entire Urban Renewal Area. This Amendment removes land from the original Area. The base value of the original Area will be reduced due to the land being removed by this Amendment.

DESCRIPTION OF AREA

The legal description of the original Area, as previously amended, and the legal description of the land being removed from the original Area by this Amendment is attached hereto as Exhibit

A. A map of the original Area with Amendment No. 1 Area and Amendment No. 2 Area removed is attached hereto as Exhibit B.

DEVELOPMENT PLAN/ZONING

Storm Lake has a general plan for the physical development of the City as a whole outlined in the Comprehensive Plan-Storm Lake 2030, adopted in February, 2013. The goals and objectives of this Urban Renewal Plan, including the urban renewal projects, are in conformity with the Comprehensive Plan-Storm Lake 2030.

This Urban Renewal Plan does not in any way replace or modify the City's current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan, as amended. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PLAN OBJECTIVES

No changes are made by this Amendment.

TYPES OF RENEWAL ACTIVITIES

No changes are made by this Amendment.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous urban renewal projects may have been authorized prior to the date of this Amendment; and may be continuing. Such projects are not listed in this Amendment but may consist of a variety of urban renewal projects.

ELIGIBLE URBAN RENEWAL PROJECT(S) (Amendment No. 2)

No changes are made by this Amendment.

FINANCIAL DATA

1.	Current constitutional debt limit:	\$24,850,101
2.	Current outstanding general obligation debt:	\$18,823,581
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 2) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each	\$0 This total does not include financing costs related to debt

	project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	issuance, which will be incurred over the life of the Area.
--	---	---

URBAN RENEWAL FINANCING

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

A. Tax Increment Financing

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

B. General Obligation Bonds

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

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

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

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

PROPERTY ACQUISITION/DISPOSITION

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

RELOCATION

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

URBAN RENEWAL PLAN AMENDMENTS

The Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, change in the area, to add or change land use controls and regulations, to modify goals or types of renewal activities, to add or change urban renewal projects, or to amend property acquisition and disposition provisions. The City Council may amend the Plan in accordance with applicable state law.

EFFECTIVE PERIOD

This Amendment No. 2 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the “division of revenue,” as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. The division of revenues shall continue on the Area, as amended, for the maximum period allowed by law.

REPEALER AND SEVERABILITY CLAUSE

Any parts of the previous Plan in conflict with this Amendment are hereby repealed.

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

EXHIBIT A
Legal Descriptions

Original Area

A part of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 00°20' East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 89°58' East a distance of 150.00 Feet; thence South 00°20' West a distance of 400.00 Feet to the South line of said NE $\frac{1}{4}$ and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South 89°58' West along the South line of said Northeast Quarter (NE $\frac{1}{4}$) a distance of 150.00 Feet to the place of beginning.

A part of the East Half (E $\frac{1}{2}$) Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Commencing at the Southeast Corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE $\frac{1}{4}$ a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE $\frac{1}{4}$ and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE $\frac{1}{4}$ a distance of 1,126.20 Feet to the point of beginning.

and

Lot Eight (8), Block One (1) in Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa.

and

A strip of land 100 feet wide formerly called the Chicago, Milwaukee, St. Paul and Pacific Railroad Right-Of-Way with the center line being the North And South Quarter Section of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M., Beginning at the Northeast (NE) Corner of Lot One (1), Block One (1), North Windsor Addition; thence one-hundred (100) feet East to the Northwest Corner of Lot One (1), Block One (1) of Maywood Second Addition; thence South Twelve Hundred Eighty-seven and Ten Hundredths (1287.10) feet along the East right-of-way line of said Railroad to the Southwest Corner of Lot Eight (8), Block Three

(3), Maywood First Addition; thence Southwesterly to the Southeast Corner of Lot Twenty-one (21), Block One (1) North Windsor Addition; thence Twelve Hundred Ninety-five and Twenty-eight Hundredths (1295.28) feet North along the West right-of-way line of said Railroad to the point of beginning, in the City of Storm Lake, Buena Vista County, Iowa

and

A section of the East 13th Street right of way including: a part of the East Half (E ½) Northeast Quarter (NE ¼) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence West along the South right of way line of East 13th Street to the point that it intersects with the East right of way line of North Seneca Street; thence North along the East right of way line of North Seneca Street to the point that it intersects with the North right of way line of East 13th Street; thence East along the North right of way line of East 13th Street to the point of beginning.

Area Removed by Amendment No. 1

Buena Vista County Parcel No. 1034277024 means Lot Twenty-four, Storm Lake Third Addition, City of Storm Lake, Iowa.

Area Removed by Amendment No. 2

Buena Vista County Parcel No. 1034277023 means Lot Twenty-three, Storm Lake Third Addition, City of Storm Lake, Iowa.

EXHIBIT B
Map of Area with Amendment No. 1 Area and Amendment No. 2 Area Removed



01515726-1\11149-107

Staff Summary

11/5/2018

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: Scott Olesen, Building Official

SUBJECT: **Setting a Public Hearing On A Proposed Zoning Change To The Storm Lake Zoning Ordinance Official Zoning Map - Application No. 2018-2**

BACKGROUND: The City of Storm Lake owns the property located at: 12-90-37, Storm Lake Corporation, Hayes Township SW NW, Buena Vista County, Iowa (6108 120th Avenue). Currently, this property is Zoned RES, Reserve District.

The City of Storm Lake is requesting a change in the zoning of this property from the RES, Reserve District to the CC, Community Commercial Zoning District.

The City of Storm Lake is proposing to make additional land available for commercial development, and the property must be re-zoned to accomplish this.

Before a change to the Zoning Map may be approved by the City Council, a written recommendation must be provided by the Planning and Zoning Commission.

FISCAL IMPACT: Cost of public notices and legal fees estimated at \$200.00.

RECOMMENDATION: Setting a Public Hearing for November 19, 2018 at 5:00 pm.

ATTACHMENTS:

Description

Type

Area Map

Backup Material

City of Storm Lake Re-Zoning Request



	Owner	Site Address
A	CITY OF STORM LAKE	1528 E LAKESHORE DRIVE
B	GROWERS ADVANTAGE INC	6100 120TH AVE
C	CITY OF STORM LAKE	1412100005
D	CITY OF STORM LAKE	1412100002
E	CITY OF STORM LAKE	1412100004
F	LAKE IMPROVEMENT COMMISSION	1412300002
G	CRAIG AND CYNTHIA WELLS	1412300016
H	MEYLOR LEE & LAURIE REV TRUST	6154 120TH AVE
I	CITY OF STORM LAKE	1528 E LAKESHORE DRIVE
	1412100003 – Rezone area	

Staff Summary

11/5/2018

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: **Motion to Approve Proposed Conditional Use Application**

BACKGROUND: The City of Storm Lake owns the property located at: 12-90-37, Storm Lake Corporation, Hayes Township SW NW, Buena Vista County, Iowa (6108 120th Avenue). The wishes to put forth a Conditional Use application.

The City of Storm Lake is proposing to make additional land available for commercial development. A Conditional Use is a use that may be permitted in a zoning district subject to special conditions and with the approval from the Board of Adjustment.

FISCAL IMPACT: Cost of public notices and legal fees estimated at \$200.00.

RECOMMENDATION:

ATTACHMENTS:

Description	Type
Legal Description	Backup Material

PARCEL PERMIT DESCRIPTION

Part of the southwest quarter of the northwest quarter of Section 12, Township 90 North, Range 37 West of the 5th Principal Meridian in the city of Storm Lake, County of Buena Vista, State of Iowa, more particularly described as follows:

Beginning at the northwest corner of the southwest quarter of the northwest quarter of said Section 12;

Thence South 88 degrees 04 minutes 56 seconds East along the north line of the southwest quarter of the northwest quarter of said Section 12, a distance of 589.68 feet;

Thence South 34 degrees 46 minutes 20 seconds East, a distance of 666.98 feet;

Thence North 88 degrees 04 minutes 56 seconds West, a distance of 975.06 feet to the west line of the southwest quarter of the northwest quarter of said Section 12;

Thence North 00 degrees 30 minutes 43 seconds East along said west line, a distance of 535.00 feet to the Point of Beginning.

The above described parcel contains 418,440 square feet or 9.61 acres, more or less as shown by the attached Parcel Permit Exhibit.

For the purpose of this description bearings are based on the Iowa State Plane Coordinate System, North Zone, North American Datum of 1983 (2011 Adjustment).

Staff Summary

11/5/2018

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: Mark Prosser, Public Safety Director

SUBJECT: **Motion Authorizing a Grant Application to the Buena Vista County Foundation**

BACKGROUND: As you are aware the Storm Lake Police Department has launched a fundraising program in order to acquire and place into service a new dual purpose K9.

As part of the fundraising strategy the SLPD anticipated making application for funding to the Buena Vista County Foundation in order to acquire a grant that would pay for the cost of purchasing and installing an appropriate K9 cage unit in one of our existing police vehicles.

It should be noted that as in the past the acquisition and support of the police K9 is done outside of the normal operational budget and with donations, grants and seized criminal assets.

The purchase and training of a dual purpose dog along with the four weeks of training for the handler costs approximately \$13,500.00. The cost of the hardware and installation for the car cage is \$8375.00.

As of the preparation date of this staff summary we have raised just over \$13,000.00 towards the acquisition and training of the dog. The grant request to the Buena Vista County Foundation in the amount of \$8375.00 is for the in-car cage system.

I would further note that a donor has stepped forward and committed to purchasing the food for the dog for the period of the dog's service to the city.

This staff summary is requesting authorization to submit the grant application under the signature of City Manager Keri Navratil.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
 Grant Application	Application



GRANTS DUE FRIDAY, NOVEMBER 30, 2018 @ 4:00 PM

Grants must be RECEIVED by the deadline - NO exceptions.

FALL 2018 GRANT CYCLE

Grants are due by deadline at 4:00 PM, post marked documents received after the deadline will be returned. Grants may also be dropped off at the Storm Lake Public Library.

Buena Vista County Community Foundation
PO Box 771
Storm Lake, Iowa 50588
Phone: 201-862-8223
E-mail: bvcfoundation@gmail.com
Web: www.bvcountyfoundation.com

Section 1: Organization Information

1A - Grant Applicant Name:

1B - Contact Name: 1C - Contact Phone:

1D - Contact E-mail: 1E - Organization Phone:

1F - Organization Address: 1G - Organization City:

1H - Organization State: 1I - Organization Zip:

1J - Organization Web Page:

1K - Organization Tax ID Number (EIN): 1L - Organization Type:

Section 2: Grant Summary Information

2A - Grant Size/Type: 2B - Grant Focus Area:

2C - Project Title:

2D - Total Project Costs: 2E - Grant Request:

Section 3: Fiscal Sponsor Information

This section only need if using a fiscal sponsor. Leave blank if applicant is a 501.C.3 or government organization (School, City, or County).

3A - Fiscal Sponsor Name: 4B - Phone:

3C - Address: 3D - City: 3E - Zip:

3F - State: 3G - E-mail: 3H - Tax ID (EIN):

As the Fiscal Sponsor for this grant application I have reviewed the proposed program and agree to provide financial accounting for this project which includes but is not limited to providing accounting for the project (or ensuring that the applicant maintains accurate accounting records for this project) and ensuring that the project is completed on time and ensuring that funds made payable to the Fiscal Sponsor will be spent only on the proposed project as outlined in this grant application and that any excess funds at the end of the project or funds in excess of any matching requirements will be returned to the Buena Vista County Community Foundation immediately.

3I - Fiscal Sponsor Signature:

Signature binds the Fiscal Sponsor to the terms of this grant application. **Signature shall be an original and made in RED or BLUE ink only.**

3J - Printed Name of Signer:

3K - Signer's Title:

Section 4: Grant Narrative

4A - Define and explain the project. Specifically what will be accomplished. How many, what features, add pictures and other description as addition pages.

The Storm Lake Police Department (SLPD) is currently pursuing the acquisition of one Dual-Purpose Certified Police Dog to be placed into service with the SLPD. The dog and handler will be trained and certified in narcotics detection, seek & search techniques, apprehension & arrest, handler protection and crowd control. In addition the dog will be trained in a fashion that it can be used extensively in public relations programs in and around the community. The dog will be paired with a police officer handler and live and work with the handler and remain on 24 hour call with the handler. In addition the dog team will be available for mutual aid response throughout the county and other jurisdictions. There are currently no certified police K9 units in Buena Vista County.

4B - Explain why funding from the Foundation is essential to the success of this project? Why does the applicant need financial assistance from the Foundation for this project?

The SLPD K9 Unit has always operated outside of the normal operational budget of the SLPD. The program has always been funded via community donations, grants and the use of seized criminal assets. The SLPD has been conducting a community fund-raiser and as of the completion of this grant document have raised approximately \$13,800.00 in cash. In addition the SLPD has secured a donor who will provide food for the dog for the service life of the animal. Funding acquired above and beyond what is needed to purchase the K9 and place it into service will be kept in a project account to pay for medical expenses, equipment, etc. for the animal throughout its service life. The funding requested from the Foundation will pay for the K9 cage and rear seat set up for the assigned police vehicle that the K9 Team will be assigned to. Above and beyond the cost of the dog, its training and the training of the handler which is \$13,500.00 the system needed for the rear of the police vehicle costs \$5,373.00 with installation fees of \$3,000.00.

4C - How will this project be beneficial to the citizens and visitors of Buena Vista County?

The Police K9 Team is extremely beneficial in routine police activities including but not limited to police officer protection, drug investigations, searching for lost people, searching for discarded evidence, public relations programs for our youth and our elderly and another tool to apply to the ongoing mission of the SLPD to keep our community and region safe and a great place to live, work and play. Any effort and project a law enforcement agency can successfully implement to detect, reduce and/or prevent crime is a win - win for our community and the people who live and visit here.

4D - What is the goal of the project? How will success be determined?

The goal of this program is purchase and place into service a Police K9 Unit for the SLPD that will serve Storm Lake and surrounding areas and jurisdictions. Success of this program which is not funded via the city budget process is to acquire outside funding in order to purchase, train and care for the Police K9. The budget for this project is as follows:

Purchase Dog, Train Dog & Handler	\$13,500.00
Purchase & Install K9 Vehicle Equipment	\$ 8,375.00 (requested from Foundation)
Project Total	\$21,875.00

**All costs associated with the SLPD Officer (salary, benefits, uniforms, etc.) will be handled via the normal operational budget of the SLPD.

4E - Define the life of the project, maintenance needs, how your organization will maintain the project and the ability of the organization to ensure that the project meets the life expectancy goal.

The life of a working Police K9 is estimated at 6 to 8 years depending on injuries, illness, etc. The dog will have a routine medical maintenance, weekly training, annual recertification and a trainer close enough for additional or refined training. The dog lives with the handler and thus will be observed and monitored 24/7.

The specific equipment which will be purchased via the Foundation Grant if awarded will have a longer service time as it can be used for future K9 Units as well and be transferred to future vehicles of a like make.

4F - Is this a phased project? No

4G - If "YES" how many phases will there be?

4H - Do you plan to apply to the BV County Community Foundation for future phases?

No

4I - How many unique individuals will benefit from this project? How is that number determined/defined?
Does the project target a certain group of people? If yes, explain who and why?

This K9 Unit like all of the SLPD's police services is for the entire community (14,000+ people) and for any jurisdiction and their citizens who requests mutual aid support.

4J - Provide a narrative explaining how your organization will promote the project and the Buena Vista County Community Foundation for their funding of this project. Identify long term promotion opportunities vs. short term opportunities.

The SLPD is already promoting the K9 Program via traditional media outlets and social media. If granted an award the SLPD will highlight the grant via traditional media and our social media outlets as well as share the Foundation's support during our public relations programs and presentations.

Police K9's are always in the spotlight during their service life. The Foundation will always be noted in our public appearances and when appropriate as a major contributor to the K9 Program.

4K - Define the community support for this project. How will the project improve the community? Who is the target community?

The targeted community for this project is all of the citizens of Storm Lake and region who are served by the SLPD.

The community has already donated well over \$13,000.00 towards this program and we are aware that some additional donations are pending.

In addition a donor has stepped forward and will provide all of the food for the K9 for the length of its service life.

Section 5: Project Budget (NOTE: Expenses MUST EQUAL Revenues)

REVENUES: All resources that are brought to the project to make the project successful.

5A - Sponsor Cash:	
5B - Federal Grants:	
5C - State Grants:	
5D - Private Grants:	
5E - BVCCF Grant Award:	\$ 8,375
5F - Sponsor In-Kind:	
5G - Private In-Kind:	
5H - Other Revenues:	\$ 13,500.00

TIP: Provide quotes and estimates for your project as attachments to this application to improve scoring.

Make sure this matches amount in box 2E.

5I - Total Revenues:	\$ 21,875.00
----------------------	---

EXPENSES: Those costs both real and in-kind that will be required to complete the project.

5J - Land Purchase:	
5K - Professional Services:	\$ 3,000.00
5L - Construction Costs:	
5M - Equipment Purchases:	\$ 5,375.00
5N - Supplies:	
5O - Staff Costs & Training:	\$ 13,500.00
5P - Other Expenses:	

NOTE: These costs are not grant eligible costs.

Revenues must equal Expenses	5Q - Total Expenses:	\$ 21,875.00
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5R - Provide a detailed description of Other Revenues in line 5H.

Community Cash Donations from an ongoing fund-raising effort

5S - Provide a detailed description of Other Expenses in line 5P.

Section 6: Project Time Line (NOTE: Only required for Large Grant Projects)

6A - Project Start Date:

2-1-2019

6B - Milestone 1: Complete Substantial Fund Raising

6C - Date:

12-31-2018

6D - Milestone 2: Purchase & Training of Dog

6E - Date:

1-30-2019

6F - Milestone 3: Retrofit K9 Vehicle

6G - Date:

2-20-2019

6H - Milestone 4: Place Dog into Service

6I - Date:

3-1-2019

6J - Milestone 5:

6K - Date:

6L - Milestone 6:

6M - Date:

6N - Project End Date:

4-1-2019

Section 7: Project Certification

We the undersigned have the full authority of the applicant agency to apply for and request funding for the proposed project outlined in this application and as such guarantee to the Buena Vista County Community Foundation that if the project is funded, we will accomplish the project within twelve months from the date of award, ensure that all grant funds are spend only on the eligible project costs, and complete all required project updates, including but not limited to the BVCCF Final Project Report at the end of the project. We also agree to execute a grant agreement with the Buena Vista County Community Foundation prior to receiving funding from the Foundation.

We agree that in the event that our project is not able to move forward for any reason or if our project costs are less than anticipated in this application we will promptly return to the Foundation all excess funds forwarded to us from the foundation within 30 days of abandonment of the project or at the request of the Foundation following termination of the Grant Agreement for failure to cause the project to be construction or accomplished.

We agree to recognize the Buena Vista County Community Foundation as a funding agency for this project both in the short term as well as throughout the life of the project.

We understand that the decision of the Buena Vista County Community Foundation is solely the decision of the Foundation Board and that their decision is final.

Failure to have two different authorizing signatures on this page will disqualify this grant application.

7A - Highest Authorized Individual Signature:

Signature will authorize the Highest Authorized Individual to the terms of this grant application. Signature shall be an original and made in **RED** or **BLUE** ink only.

7B - Printed Name: Keri Navratil

7C - Date: 11-6-2018

7D - Title: City Manager

7E - Project Contact Signature:

Signature will authorize the Project Contact to the terms of this grant application. Signature shall be an original and made in **RED** or **BLUE** ink only.

7F - Printed Name: Mark Prosser

7G - Date: 11-6-2018

7H - Title: Public Safety Director

ALL APPLICATIONS MUST HAVE A COPY OF YOUR 501.C.3 PAPERWORK INCLUDED WITH THE APPLICATION
Government and Schools are exempt for this requirement.





QUOTE

KARL EMERGENCY VEHICLES
5983 NE INDUSTRY DR
DES MOINES, 50313
United States

Phone: 515-299-4479
Mobile: 515-264-6311
Toll free: FED TAX I.D. #42-1092272

BILL TO
STORM LAKE POLICE DEPARTMENT
CHRIS COLE
401 E MILWAUKEE
STORM LAKE, 50588

712-732-8010
Cole@stormlake.org

Estimate Number: 14 TAHOE K9
Estimate Date: October 24, 2018
Expires On: November 23, 2018
Grand Total (USD): \$8,373.32

Items	Quantity	Price	Amount
HAVIS CHEVY TAHOE 2014 K9 TRANSPORT/PRISONER TRANSPORT INCLUDING 1/3-2/3 KENNEL, FAN, REMOTE PAGER & ANTENNA, HOT-N-POP SYSTEM, WATER BOWL, ENGINE STALL & CO2 DETECTOR	1	\$5,373.32	\$5,373.32
LABOR & SHOP SUPPLIES TO INSTALL K9 CONTAINMENT SYSTEM INTO TAHOE	1	\$3,000.00	\$3,000.00
Total:			\$8,373.32
Grand Total (USD) :			\$8,373.32

Staff Summary

11/5/2018

Agenda Item # 9.



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

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Consideration of Contracts for Professional Services with ISG and Bolton and Menk for engineering services**

BACKGROUND: Engineering RFQ: In July 2018, the City issued a Notice of Request for Qualifications for General Engineering Services. The responses were due by July 26, 2018 and six timely responses from qualified engineering firms were received. Those firms were: EOR, ISG, Bolton and Menk, Snyder & Associates, HR Green and WHKS.

Six timely responses from qualified engineering firms for water were received. Five responses were received for wastewater. Those firms were: ISG, Bolton and Menk, Snyder & Associates, McClure, Veenstra & Kimm and WHKS. McClure only submitted for wastewater engineering services. Responses received were carefully and thoroughly reviewed by a team of staff members individually and as a group. Thoughtful consideration was given to each response in order to make a recommendation as to which firm would be the best fit to provide general engineering services to the City for the next five years.

ISG is recommended as the firm best suited to provide water and wastewater engineering services for the City over the next five years. The contract proposed would have an initial period of two years with an optional three year extension, subject to satisfactory performance. The contract covers water and wastewater engineering services for daily operation. Specific projects will have individually negotiated agreements.

Bolton and Menk is recommended as the firm best suited to provide general engineering services for the City over the next five years. The contract proposed would have an initial period of two years with an optional three year extension, subject to satisfactory performance.

The contract covers general engineering services for daily operation. Specific projects will have individually negotiated agreements.

Michigan Street Parking Lot: The FY 2019 Budget includes a capital improvement project to rehabilitate the Michigan Street Parking Lot. Preliminary work has been completed on this project with Bolton and Menk. It is recommended that the City enter into a contact with Bolton and Menk for design and construction oversight for this parking lot project.

FISCAL IMPACT: Rates are noted in each contract.

RECOMMENDATION: Approve the professional service contract with ISG for water and wastewater engineering, the professional service contract with Bolton and Menk for general engineering, and the professional service contact for engineering with Bolton and Menk for the Michigan Street Parking Lot Project as presented and authorize the Mayor and City Clerk to sign.

ATTACHMENTS:

Description		Type
☐	ISG Contract	Contract
☐	Bolton Menk Contract #1	Contract
☐	Bolton Menk Contract #2	Contract

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of January 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: General Consulting Services for Water + Wastewater ("Project").

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

- Civil Engineering
- Land Surveying
- Environmental Services
- Landscape Architecture
- Architecture
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Interior Design
- Resource Planning

Additional Services: When items of a general nature progress into a specific project, Engineer will produce a separate contract/proposal for that specific project scope. On a typical municipal water or wastewater project, these additional services may include:

- Preliminary Design
- Facilitation of Public Hearings
- Feasibility Studies/Preliminary Engineering Reports
- Design and Permitting
- Bidding and Construction Administration
- Construction Staking and Construction Observation
- Project Close-Out

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 the following specific time period:
1. Engineer shall provide or furnish the Services set forth in this Agreement for a period of two (2) years from the effective date.
 2. Prior to, or immediately following the completion of the initial two (2) year agreement for Engineer services, the Owner may elect to negotiate and extend the professional services agreement for an additional three (3) years.
- 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. Owner shall pay Engineer for Services as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees multiplied by the negotiated standard hourly rate of **\$75.00 per hour** for all General Water + Wastewater Consulting, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
 2. Engineer's Standard Hourly Rates shall be **\$75.00 per hour** for all General Water + Wastewater Consulting, plus reimbursable expenses and Engineer's consultants' charges, if any.
 3. *Additional Services:* **Engineer will prepare a separate agreement for specific projects once a project scope is determined and Owner will be billed by Engineer in accordance with the terms and conditions of that specific project agreement.**

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*

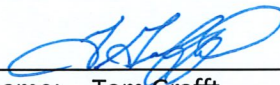
- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, 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: 10-15-18

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

AGREEMENT FOR PROFESSIONAL SERVICES

CITY ENGINEERING SERVICES

STORM LAKE, IOWA

This Agreement, made this 5th day of November 2018, by and between CITY OF STORM LAKE, Iowa, 620 Erie Street, P.O. Box 1086, Storm Lake, Iowa 50588, hereinafter referred to as CITY, and BOLTON & MENK, INC., 218 11th Street SW Plaza, Spencer, Iowa 51301, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CITY requires professional services and whereas the CONSULTANT agrees to furnish the various professional services required by the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform various professional services requested by the CITY related to the following scope of services as hereinafter stated.
 - 1. Street Capital Improvement Projects – Design and Construction Administration
 - 2. Water Distribution Capital Improvement Projects – Design and Construction Administration
 - 3. Geographic Information System Services
- B. The CONSULTANT shall provide the following general engineering services to be compensated as described in Section III.
 - 1. Pre-design development including preliminary plans, documents, reports, and cost estimates.
 - 2. Final design development including preparation of plans, specifications, and cost estimates.
 - 3. Review of building and site plans and other documents for conformance with City engineering standards as requested by City staff.
 - 4. Preparation of environmental reports.
 - 5. Coordination with utility agencies, other consultants, and public agencies.
 - 6. Attendance at City Council meetings, City staff meetings, neighborhood open house meetings, and other meetings as requested by City staff.
 - 7. Preparation of graphics and literature for public meetings.
 - 8. Construction staking observation, and administration.
 - 9. Additional administrative and engineering direction as may be requested by City staff to fulfill day-to-day City operating requirements.

10. Review of permit applications to open, excavate or disturb City infrastructure as requested by City staff.
- C. The CONSULTANT agrees to perform various professional services requested by the CITY for specific project related studies, surveys, design, plan and specification preparation and construction administration. The scope of work and compensation for such services shall be documented by individual Work Orders and invoiced as separate project numbers.

SECTION II - THE CITY'S RESPONSIBILITIES

- A. The CITY agrees to acquire the professional services of the CONSULTANT.
- B. The CITY shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement and the CITY's payment timing procedures.
- C. The CITY shall furnish all data, records, reports, plans, maps and other pertinent information or copies thereof, which may be required by the CONSULTANT to perform its services.
- D. The CITY shall reimburse the CONSULTANT for any special costs or expenses incurred by the CONSULTANT on behalf of the CITY, including reproductions, sub-consultants and testing.
- E. The CITY shall notify the CONSULTANT promptly whenever it observes or otherwise becomes aware of any defect in the work of the CONSULTANT.

SECTION III - COMPENSATION FOR SERVICES

- A. FEES.
1. For general engineering services or professional services authorized by Work Order to be completed on an hourly estimated or hourly not-to-exceed basis, compensation to the CONSULTANT shall be according to the following Schedule of Fees. The payment to the CONSULTANT will be made by the CITY upon billing at intervals not more often than monthly at the herein rates.

Employee Classification	Hourly Billing Rates
Sr. Principal Engineer/Surveyor	\$150-250/Hour
Sr. Project Manager – Principal Engineer/Surveyor/ GIS/LA	\$128-195
Senior Transportation/ Aviation Planner	\$125-170
Project Manager (Inc. Landscape Architect and GIS)	\$70-175
Project/Design Engineer/Planner/Landscape Architect	\$65-190
Licensed Surveyor/ Project Surveyor	\$95-160
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$59-156
Senior Technician (Inc. Survey ¹)	\$92-175
Technician (Inc. Survey ¹)	\$65-155
Administrative Assistant	\$45-90
Structural/ Electrical/ Mechanical/ Architect	\$120-215
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

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

- a. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for Principals and members of the staff vary according to skill and experience. The rates shall apply for projects for the period through December 31, 2020. Subject to the approval of the City, these rates may be adjusted annually thereafter to account for changed labor costs, inflation or changed overhead conditions.
2. For professional services authorized by Work Order to be completed on a Fixed Fee basis, compensation to the CONSULTANT shall be according to the Fixed Fee established in the work order. Payment to the CONSULTANT will be made by the CITY upon billing at intervals not more often than monthly of that part of the Fee in approximate proportion to the percentage of completed services.
3. In addition to the foregoing, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 15%) for the following Direct Expenses when incurred in the performance of the work.
 - a. CITY approved outside (facilities not owned by CONSULTANT) computer services.
 - b. CITY approved outside professional and technical services.
 - c. Other costs for such additional items and services that the CITY may require the CONSULTANT to provide to fulfill the terms of this Agreement.

SECTION IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CITY changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CITY of any Additional Services, prior to furnishing such additional services. The CITY may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the CITY shall hold CONSULTANT harmless from any and all liability, loss, damage, or expense, including attorney's fees, resulting from claims, demands, costs, or judgments arising out of CONSULTANT'S performance relating to this Agreement or the project, except to the extent such liability, loss, damage, or expense is attributable to the fault of CONSULTANT.

D. INSURANCE

The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,000,000 on a claims-made basis.

Upon request of CITY, CONSULTANT shall provide CITY with certificates of insurance, showing evidence of required coverages.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CITY and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CITY acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

G. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CITY shall be on an "AS IS" basis strictly for the convenience of the CITY without any warranties of any kind. As such, the CITY is advised and acknowledges that use of such information may require substantial modification and independent verification by the CITY (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the CITY, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CITY to verify compatibility with its system and long-term stability of media. CITY shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third-party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

H. REUSE OF DOCUMENTS

Drawings and Specifications and all other documents (including electronic versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect of the Project and CONSULTANT shall retain exclusive ownership and property interest therein whether or not the Project is completed. The CONSULTANT shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights including the copyright. CITY may make and retain copies for information and reference in connection with the use and occupancy of the Project by CITY and others; however, such documents are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Any reuse by CITY or any other entity without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CITY'S sole risk and without liability or legal exposure to CONSULTANT and

CITY shall indemnify, defend and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CITY and CONSULTANT.

I. PERIOD OF AGREEMENT

This Agreement will remain in effect for a period of two years commencing January 1, 2019, after which time the Agreement may be extended for an additional three-year period by written agreement of the parties.

J. PAYMENTS

If CITY fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance. In addition, after giving seven days' written notice to CITY, CONSULTANT may, without waiving any claim or right against the CITY and without incurring liability whatsoever to the CITY, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

K. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon thirty (30) days written notice.

In the event of termination, the CITY shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

L. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

M. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

N. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Iowa.

O. DISPUTE RESOLUTION

CITY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

P. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Q. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION V - SIGNATURES

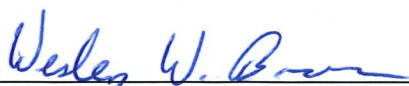
THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CITY: CITY OF STORM LAKE

CONSULTANT: BOLTON & MENK, INC.

By: _____
Michael Porsch, Mayor

By:  _____
Wesley W. Brown, P.E., Principal Engineer

By: _____
Keri Navratil, City Manager

By:  _____
Joshua A. Pope, P.E., Client Service Manager

AGREEMENT FOR PROFESSIONAL SERVICES
MICHIGAN STREET PARKING LOT RECONSTRUCTION
STORM LAKE, IOWA

This Agreement, made this 5th day of November 2018, by and between CITY OF STORM LAKE, Iowa, 620 Erie Street, P.O. Box 1086, Storm Lake, Iowa 50588, hereinafter referred to as CITY, and BOLTON & MENK, INC., 218 11th Street SW Plaza, Spencer, Iowa 51301, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CITY requires professional services in conjunction with the Michigan Street Parking Lot Reconstruction and related drainage improvements and whereas the CONSULTANT agrees to furnish the various professional services required by the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit I.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Paragraph IV.B.

SECTION II - THE CITY'S RESPONSIBILITIES

- A. The CITY shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CITY shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but shall not be limited to boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CITY.
- C. The CITY will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- D. The CITY will give prompt notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of any defect in the proposed project.
- E. The CITY shall designate a liaison person to act as the CITY'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CITY'S policies with respect to the project and CONSULTANT'S services.

- F. The CITY shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.
- G. The CITY will obtain any and all regulatory permits required for the proper and legal execution of the project.
- H. The CITY will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CITY in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CITY and is not part of this Agreement.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. For professional services to be completed on an hourly estimated basis (Task 2 as indicated within Exhibit I), compensation to the CONSULTANT shall be according to the following Schedule of Fees. The payment to the CONSULTANT will be made by the CITY upon billing at intervals not more often than monthly at the herein rates.

Employee Classification	Hourly Billing Rates
Sr. Principal Engineer/Surveyor	\$150-250/Hour
Sr. Project Manager – Principal Engineer/Surveyor/ GIS/LA	\$128-195
Senior Transportation/ Aviation Planner	\$125-170
Project Manager (Inc. Landscape Architect and GIS)	\$70-175
Project/Design Engineer/Planner/Landscape Architect	\$65-190
Licensed Surveyor/ Project Surveyor	\$95-160
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$59-156
Senior Technician (Inc. Survey ¹)	\$92-175
Technician (Inc. Survey ¹)	\$65-155
Administrative Assistant	\$45-90
Structural/ Electrical/ Mechanical/ Architect	\$120-215
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

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

2. Total estimated cost for the Task 2 construction services itemized under Section I.A is \$37,400
3. For professional services to be completed on a Fixed Fee basis (Task 1 as indicated within Exhibit I), CITY will compensate the CONSULTANT a Fixed Fee of \$44,990 for design

services itemized under Section I.A. The payment to the CONSULTANT will be made by the CITY upon billing at intervals not more often than monthly of that part of the Fee in approximate proportion to the percentage of completed services.

3. In addition to the foregoing, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 15%) for the following Direct Expenses when incurred in the performance of the work.
 - a. CITY approved outside professional and technical services.
 - b. Other costs for such additional items and services that the CITY may require the CONSULTANT to provide to fulfill the terms of this Agreement.

SECTION IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CITY changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CITY of any Additional Services, prior to furnishing such additional services. The CITY may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

CONSULTANT shall indemnify, defend, and hold harmless CITY and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) resulting from the negligent act or omission of CONSULTANT'S employees, agents, or subconsultants. In no event shall CONSULTANT be liable to CITY for consequential, incidental, indirect, special, or punitive damages. This indemnification requirement shall include defense of indemnified party, but only to the extent that defense is insurable under the indemnifying party's liability insurance policies.

CITY shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) resulting from the negligent act or omission of CITY'S employees, agents, or consultants. In no event shall CITY be liable to CONSULTANT for consequential, incidental, indirect, special, or punitive damages. This indemnification shall include defense of indemnified party, but only to the extent that defense is insurable under the indemnifying party's liability insurance policies.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CITY'S benefit, and no other

entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder. The CITY agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

To the fullest extent permitted by law, the CITY shall hold CONSULTANT harmless from any and all liability, loss, damage, or expense, including attorney's fees, resulting from claims, demands, costs, or judgments arising out of CONSULTANT'S performance relating to this Agreement or the project, except to the extent such liability, loss, damage, or expense is attributable to the fault of CONSULTANT.

D. INSURANCE

The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000.

During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,000,000 on a claims-made basis.

Upon request of CITY, CONSULTANT shall provide CITY with certificates of insurance, showing evidence of required coverages.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CITY and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CITY acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

G. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CITY shall be on an "AS IS" basis strictly for the convenience of the CITY without any warranties of any kind. As such, the CITY is advised and acknowledges that use of such information may require substantial modification and independent verification by the CITY (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the CITY, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CITY to verify compatibility with its system and long-term stability of media. CITY shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third-party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

H. REUSE OF DOCUMENTS

Drawings and Specifications and all other documents (including electronic versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect of the Project and CONSULTANT shall retain exclusive ownership and property interest therein whether or not the Project is completed. The CONSULTANT shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights including the copyright. CITY may make and retain copies for information and reference in connection with the use and occupancy of the Project by CITY and others; however, such documents are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Any reuse by CITY or any other entity without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CITY'S sole risk and without liability or legal exposure to CONSULTANT and CITY shall indemnify, defend and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CITY and CONSULTANT.

I. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of one year or such other explicitly identified completion period, after which time the Agreement may be extended for an additional one year period upon mutual agreement of both parties.

J. PAYMENTS

If CITY fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance. In addition, after giving seven days' written notice to CITY, CONSULTANT may,

without waiving any claim or right against the CITY and without incurring liability whatsoever to the CITY, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

K. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon thirty (30) days written notice.

In the event of termination, the CITY shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

L. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

M. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

N. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Iowa.

O. DISPUTE RESOLUTION

CITY and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

P. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

Q. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION V - SIGNATURES

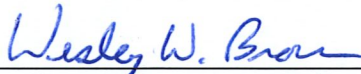
THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CITY: CITY OF STORM LAKE

CONSULTANT: BOLTON & MENK, INC.

By: _____
Michael Porsch, Mayor

By:  _____
Wesley W. Brown, P.E., Principal Engineer

By: _____
Keri Navratil, City Manager

By:  _____
Joshua A. Pope, P.E., Client Service Manager

EXHIBIT I – CONSULTANT’S SERVICES

MICHIGAN STREET PARKING LOT RECONSTRUCTION

STORM LAKE, IOWA

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The CONSULTANT agrees to provide civil engineering services required for the reconstruction of the Michigan Street parking lot.

The basic improvements anticipated as part of this Agreement include parking lot surfacing and base sections, curb and gutter, associated drainage system replacement, and other related items.

I.A. BASIC SERVICES

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

Task 1: Field Data Collection, Design Engineering, and Bidding Phase

Task 1.1: Project Administration and Coordination

CONSULTANT will schedule meetings (including one community open house meeting at the 60% review), complete agendas, maintain meeting records, and offer regular updates on next steps and upcoming project requirements. CONSULTANT will also prepare and provide miscellaneous project correspondence, scheduling, invoicing, and budget management necessary for expediting work products and project decision-making. Schedule updates will be provided on a regular basis.

Task 1.2: Field Data Collection

CONSULTANT will complete a topographic survey to provide base mapping, a digital terrain model, and utility information within the project corridor. Utility coordination will be completed to include private utility information on the topographic survey.

Task 1.3: Preliminary Plan Sheets and Cost Estimate

CONSULTANT will prepare preliminary plan sheets for the proposed improvements for a 60% review. A preliminary cost estimate will be prepared based on the preliminary plans for review.

Task 1.4: Final Plan Sheets

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

- Title Sheet
- General Layout
- Statement of Estimated Quantities
- Tabulations
- Typical Sections/Construction Details
- Existing Conditions and Utilities Plans
- Removal Plans
- Construction, Traffic Control, and Striping Plans

Task 1.5: Project Specifications

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

Task 1.6: Engineer's Estimate

CONSULTANT will prepare an engineer's cost estimate based on the final plans and specifications.

Task 1.7: Submittals

CONSULTANT will submit design plans and other documents for review at the following stages of completion:

- 60% Plan Review – submittal to include preliminary design plans and preliminary cost estimate.
- 95% Plan Review – submittal to include final design plans, specifications, and engineer's estimate. CONSULTANT will incorporate CITY comments from the 60% plan review.
- Final Plan Approval – submittal of final design plans, specifications, and engineer's estimate for approval and signatures. Any final CITY comments will be addressed in this submittal.

Task 1.8: Bidding Phase Services

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

Task 2: Construction Services

Task 2.1: Construction Contract Administration

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

Specific responsibilities of Contract Administration will include:

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

Task 2.2: Construction Staking

CONSULTANT will complete the required construction staking for the project. Staking needs will be coordinated with the contractor and the Resident Project Representative. Specific survey tasks include:

- Office computations & project management
- Verify, set, and maintain project control
- Staking of proposed improvements

Task 2.3: Construction Observation

CONSULTANT will provide resident project representative (RPR) services during construction of the project. RPR services consist of observation of the work of the contractor, coordination of testing services and documentation of the work progress. RPR services do not constitute acceptance or approval of the contractor's work nor do they relieve any part of the contractor's responsibility under the construction documents. Scope and limitations of RPR services are further defined in EXHIBIT I-1.

I.B. ADDITIONAL SERVICES

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

Additional services may include:

1. Engineering services related to a drainage analysis including storm sewer sizing and detention/paver system improvements.
2. Professional services related to streetscaping and other aesthetic enhancements.

EXHIBIT I-1

RESIDENT PROJECT REPRESENTATIVE

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

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

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

A. GENERAL

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

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as CITY'S liaison with CONTRACTOR when CONTRACTOR'S operations affect CITY'S on-site operations.
 - b. Assist in obtaining from CITY additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR, and notify

CONSULTANT of availability of samples for examination.

- c. Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by CONSULTANT.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to CONSULTANT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.

6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.

7. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.

8. Records:

- a. Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to CONSULTANT and CITY upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to CITY prior to final payment for the Work.
12. Completion:
- a. Conduct final inspection in the company of CONSULTANT, CITY, and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - b. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
 - c. Assist in preparation of Record Drawings and provide copies of documentation requested by CITY for occupation of the Project.

C. LIMITATIONS OF AUTHORITY

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

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT.
2. Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Authorize CITY to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

Staff Summary

11/5/2018

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: David Derragon, Assistant City Manager

SUBJECT: **Professional Services Contract with Snyder & Associates**

BACKGROUND: The purpose of this contract with Snyder & Associates is to update a previous traffic study conducted a few years ago. As the community experiences continued growth, proactive planning will assist the City Council in developing a community vision to meet needs throughout the city.

The City's updated traffic study will complement the School District's study by looking beyond the proposed school site with consideration given to development that may occur in areas currently zoned for industrial/commercial development as outlined in the scope of services included in the contract.

FISCAL IMPACT: Not to exceed \$8,000

RECOMMENDATION: Move to approve the professional services contract with Snyder & Associates for an updated traffic study in an amount not to exceed \$8,000 and authorize the Mayor and City Clerk to sign.

ATTACHMENTS:

Description	Type
Professional Services Agreement	Contract



STANDARD PROFESSIONAL SERVICES AGREEMENT (Short Form)

NOW ON THIS 16 day of October, 2018, **Snyder & Associates, Inc.**,
2727 SW Snyder Boulevard., Ankeny, IA 50023 (hereinafter, Professional), and
City of Storm Lake (620 Erie Street, Storm Lake, Iowa 50588)
(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: W Milwaukee Avenue (IA 7) & 90th Avenue (IA 110) Intersection Study
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

ADDITIONAL TERMS AND CONDITIONS

9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A Scope of Services

Exhibit B Standard Fee Schedule

_____(Client)

By: _____
(Authorized agent)

(Printed or typed signature)

Exhibit

Exhibit

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

(Printed or typed signature)

Route executed copy to: Brian Willham/Todd Knox

EXHIBIT A**W MILWAUKEE AVENUE (IA 7) & 90TH AVENUE (IA 110) INTERSECTION STUDY
STORM LAKE, IOWA**

CLIENT: CITY OF STORM LAKE
620 ERIE STREET
STORM LAKE, IOWA 50588
C/O KERI NAVRATIL

PROFESSIONAL: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

PROJECT: W MILWAUKEE AVENUE (IA 7) & 90TH AVENUE (IA 110)
INTERSECTION STUDY

DATE: OCTOBER 16, 2018

GENERAL:

Perform updated traffic analysis included in the 2013 Iowa Highway 7 TEAP Study related to the W Milwaukee Avenue (IA 7) and 90th Avenue (IA 110) intersection. The updated analysis will incorporate projected traffic generation by a proposed school site and potential large industrial/commercial site north of the intersection. A technical memorandum will be developed to document the updated analysis, updated recommended intersection improvements, and associated updated cost opinion.

This study includes updated analysis and recommendations for the W Milwaukee Avenue (IA 7) and 90th Avenue (IA 110) intersection only. Analysis for potential traffic impacts to the roadway system outside of the study intersection (due to the proposed school and potential large industrial/commercial sites) is not included in this project.

SCOPE OF SERVICES:

- 1) Data Collection
 - A. W Milwaukee Avenue (IA 7) & 90th Avenue (IA 110) Intersection
 - a. Any available traffic volume information from the Iowa DOT
 - b. Traffic counts (being collected by the City) for study intersection
 - c. Crash data from the Iowa DOT for previous 5 years
 - B. Proposed School and Potential large industrial/commercial developments
 - a. Site plans or concept drawings
 - b. Proposed land use (building SF, number of employees, shifts, truck traffic)
 - c. Anticipated opening year and project phasing information

- 2) Crash Review
 - A. Analyze crash data collected
 - B. Identify any trends or potential countermeasures
- 3) Traffic Analysis
 - A. Traffic Capacity Analysis
 - a. Update traffic models from 2013 TEAP Study
 - b. Update results for existing conditions
 - c. Analysis with updated proposed development traffic
 - d. 20-year projected analysis
 - B. Traffic signal warrant analysis
 - C. Turn lane warrant analysis
- 4) Geometric Improvements
 - A. Update geometric improvement recommendations from the 2013 TEAP Study
 - B. Update cost opinion from the 2013 TEAP Study
- 5) Technical Memorandum
 - A. Prepare and submit to City and Iowa DOT a draft memorandum summarizing analyses and recommendations. Finalize report upon receipt of comments from City and Iowa DOT. Assume one meeting to discuss draft findings.

PROJECT FEE AND SCHEDULE:

PROFESSIONAL will complete the above services for an hourly rate plus direct expenses basis as indicated below. Hourly rate services will be based on the attached standard fee schedule.

Task 1 - 5

\$8,000 not to exceed budget

PROFESSIONAL will begin work upon notice to proceed and complete the study upon a mutually agreed upon schedule. Based on an upcoming bond vote in early December, the CLIENT would like to have the study completed before the end of November 2018.

ADDITIONAL SERVICES:

If CLIENT should request additional services related to the above listed services or if the extent of modifications vary significantly from those listed above, the PROFESSIONAL will complete additional services on an hourly rate plus direct expenses basis upon a notice to proceed by CLIENT.

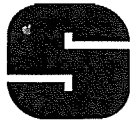


EXHIBIT B

**SNYDER & ASSOCIATES, INC.
2018-19
STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate
Professional	
<i>Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>	
Principal II	\$202.00 /hour
Principal I	\$191.00 /hour
Senior	\$171.00 /hour
VIII	\$158.00 /hour
VII	\$150.00 /hour
VI	\$144.00 /hour
V	\$134.00 /hour
IV	\$124.00 /hour
III	\$113.00 /hour
II	\$103.00 /hour
I	\$90.00 /hour
Technical	
<i>Technicians--CADD, Survey, Construction Observation</i>	
Lead	\$121.00 /hour
Senior	\$116.00 /hour
VIII	\$108.00 /hour
VII	\$100.00 /hour
VI	\$89.00 /hour
V	\$80.00 /hour
IV	\$74.00 /hour
III	\$62.00 /hour
II	\$54.00 /hour
I	\$47.00 /hour
Administrative	
II	\$62.00 /hour
I	\$50.00 /hour
Reimbursables	
Mileage	current IRS standard rate
Outside Services	As Invoiced

Staff Summary

11/5/2018

Agenda Item # 11.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **City Council Requested Items**

BACKGROUND: Future City Council Work Sessions:
 Unscheduled Items:
 1.
 Two Council members must concur for item to be considered in
 any future council meeting.

 Scheduled:
 1. None at this time

FISCAL IMPACT: No Fiscal Impact at this time.

RECOMMENDATION: Concurrence for each item to be considered for a specified City Council Meeting work session or deny work session consideration for the following items:
 1.