

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
SEPTEMBER 17, 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 Information**
- 3. **Public Hearing On A Proposed Zoning Change To The Storm Lake Zoning Ordinance Official Zoning Map - File #2018-1**
- 4. **Ordinance No. 04-O-2018-2019 On A Proposed Zoning Change To The Storm Lake Zoning Ordinance Official Zoning Map - Project #2018-1**
- 5. **Third Reading of Ordinance No. 02-O-2018-2019 Amending Chapter 3-1 Garbage Storage and Collection**
- 6. **An Ordinance No. 03-O-2018-2019 repealing Ordinance No. 03-0-2016-2017 providing for the division of taxes levied on taxable property in the LMI No. 5 Housing Urban Renewal Area, City of Storm Lake, Iowa, pursuant to Section 403.19 of the Code of Iowa**
- 7. **Resolution No. 14-R-2018-2019 Directing Sale of \$1,850,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2018B**
- 8. **Resolution No. 15-R-2018-2019 Directing Sale of \$3,380,000 General Obligation Refunding Capital Loan Notes, Series 2018A**
- 9. **Resolution No. 16-R-2018-2019 Authorizing the Redemption of Outstanding GO AA Urban Renewal Bonds, Series 2011 dated July 1, 2011**
- 10. **Approval of Engineering Agreement with Bolton & Menk for the Casino Lift Station Odor Control Project**
- 11. **Resolution No. 17-R-2018-2019 Approving Public Improvements for Emerald Woods Townhomes**
- 12. **Worksession - Storm Water Management**
- 13. **City Council Requested Items**
- 14. 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.*



Find us on Facebook <https://www.facebook.com/cityofstormlake>



Follow us on Twitter

@Storm_Lake



Find us on the Web at <http://www.stormlake.org>

Staff Summary

9/17/2018

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:

SUBJECT: Consideration of Changes in Agenda and Setting the Agenda

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

9/17/2018

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:

SUBJECT: Disclosure by City Council Members

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

9/17/2018

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 September 4, 2018 City Council Minutes
- Approve Robert Blodgett to the Storm Water Advisory Committee
- Approve Marvin Miller to the ADA Committee
- Approve the Code Enforcement Summary information (see staff summary)

o

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$446,801.52

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ Minutes -September 4, 2018	Minutes
☐ List of Bills	List of Bills
☐ Robert Blodgett - Application	Application
☐ Marvin Miller - Application	Application

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
SEPTEMBER 4, 2018 5:00 P.M.**

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

Staff present: City Manager Keri Navratil, Assistant City Manager David Derragon, City Attorney Phil Havens, Public Safety Director Mark Prosser, Building Official Scott Olesen, Library Director Elizabeth Huff, Water, Wastewater Operator Daniel Ramos, Finance Director Brian Oakleaf, and City Clerk Mayra Martinez

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

Agenda – Moved by Council Member Rice to approve the September 4th, 2018 City of Storm Lake Council Agenda presented moving item 7, 9, and 10 to the September 17th Council Meeting. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Carlson and Smith absent. Motion carried.

Disclosure by City Council Member – none

Hear the Public- none

Consent Agenda – Moved by Council Member Ibarra to approve the consent agenda which includes list of bills check #59163 through 59203 and ach batches # EFT 81 through 89, King's Pointe and Sunrise Pointe disbursements, approve the August 20, 2018 City Council Minutes, renewal liquor license for Dyno's Wine & Spirits and MMS at Buena Vista College, the appointment of Lindsay Kruse to the Band of Trustees Approve the appointment of Kevin McKinney to the Board of Adjustment Committee, renewal of taxicab license for Storm Lake Cabs, and approve the Code Enforcement summary information. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Carlson and Smith absent. Motion carried.

Zoning Change Request File #2018-1 – Moved by Council Member Engelmann to approve setting a public hearing on a proposed zoning change to the Storm Lake Zoning Ordinance Official Zoning Map - File #2018-1 for September 17, 2018 at 5:00 pm. Seconded by Council Member Ibarra. Vote: All ayes with Council Member Carlson and Smith absent. Motion carried.

Audit Service – Moved by Council Member Rice to approve contract for FY2018 Audit Services with Winther Stave & Co. LLP. Seconded by Council Member Ibarra. Vote: All ayes with Council Member Carlson and Smith absent. Motion carried.

Condominium Entrance – Moved by Council Member Engelmann to adopt Resolution No. 11-R-2018-2019 to approve Change Order No. 1 for Condominium Entrance Road Project with an increase of \$5,415.13 of which FB Storm Lake II, LLC will be responsible for the balance of construction costs. No change to the City's responsible portion of \$100,000.00 of the total construction cost. Total cost of the contract after Change Order No. 1 is \$260,547.43. Seconded

by Council Member Rice. Roll call vote: All ayes with Council Member Carlson and Smith absent. Motion carried.

RESOLUTION NO. 11-R-2018-2019

RESOLUTION APPROVING CHANGE ORDER NO. ONE TO THE CONDOMINIUM ENTRANCE 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 Healy, of Lake View, Iowa for the Condominium Entrance Project. Change Order No. 1 increases the cost by \$5,415.13 for PCC pavement, curb and gutter, extends the date of concrete work to late summer 2019. Extends the date of substantial completion to September 30, 2019 and the date of final payment to December 31, 2019

FB Storm Lake II, LLC responsible for the balance of construction costs which will include Change Order No. 1 in the amount of \$5,415.13. No change to the City's responsible portion of \$100,000.00 of the total construction cost.

Total amount of change order #1 is \$5,415.13. Total of contract after Change Order No. 1 is \$260,547.43.

PASSED AND APPROVED this 4th day of September, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Casino Beach Lift Station - Moved by Council Member Rice to approve the addition of Casino Beach Lift Station to Fiscal Year 2018-2019 CIP Budget. Seconded by Council Member Ibarra. Vote: All ayes with Council Member Carlson and Smith absent. Motion carried.

Item 7 has been moved to September 17, 2018 Council Meeting.

Urban Revitalization Amendment No. 2 – Mayor Porsch opened the public hearing on the matter of the Adoption of Amendment No. 2 to the Urban Revitalization Plan stating this was the time and place for comments. Hearing no comments the Mayor then closed the public hearing.

Item 9 has been moved to September 17, 2018 Council Meeting.

Item 10 has been moved to September 17, 2018 Council Meeting.

2017 Richland Street Project – Moved by Council Member Engelmann to adopt Resolution No. 13-R-2018-2019 approving substantial completion date of August 7, 2018 for the 2017 Richland Street Project. Seconded by Council Member Ibarra. Roll call vote: All ayes with Council Member Carlson and Smith absent. Motion carried.

RESOLUTION NO. 13–R-2018-2019

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

To approve the Certificate of Substantial Completion for the 2017 Richland Street Project with a substantial completion date of August 7, 2018.

To adjust final contract amount from \$473,926.80 to \$464,969.30 due to:

1. Reduction of quantities in the amount of \$2,657.50
2. Reduction related to liquidated damages in the amount of \$6,000

PASSED AND APPROVED this 4th day of September, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

City Council Requested Items – None at this time.

Adjournment – Moved by Council Member Engelmann to adjourn the meeting at 5:16 pm. Seconded by Council Member Rice. Vote: All ayes with Council Member Carlson and Smith absent. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk



Storm Lake, IA

Project Activity Report

By Project Name

Report Dates: 09/05/2018 - 09/17/2018

Project Number P11.113934	Project Name 3rd Addition Phase III	Group Economic Development	Type Construction	Status Active	
Expenses					
Account Key 12500001-02	Account Name 3rd Addition Ph III- Engineering	Category Engineering - Engineering			Total Activity 1,222.50
GL Account Number 125-5023-05-6499	GL Account Name Contractual Services	Post Date 09/17/2018	Description Construction Services through 8/31/2018	Vendor Name Bolton & Menk, Inc	Item Number 0222432
					Activity 1,222.50
					September Total: 1,222.50
					Total Expenses: 1,222.50
					P11.113934 Total: 1,222.50
Project Number P11.115917	Project Name Memorial Park Water Quality	Group National Resiliency Disaster Grant Projects	Type Federal/State Grant	Status Active	
Expenses					
Account Key 62100005-02	Account Name Memorial Park WQ Engineering	Category Engineering - Engineering			Total Activity 130.00
GL Account Number 621-8065-09-6499	GL Account Name Contractual Services	Post Date 09/17/2018	Description Prelim Design Services through 8/31/2018	Vendor Name Bolton & Menk, Inc	Item Number 0222430
					Activity 130.00
					September Total: 130.00
					Total Expenses: 130.00
					P11.115917 Total: 130.00
Project Number P11.112742	Project Name North Central SW Phase II	Group National Resiliency Disaster Grant Projects	Type Federal/State Grant	Status Active	
Expenses					
Account Key 62100007-02	Account Name NCSW Ph II Engineering	Category Engineering - Engineering			Total Activity 36.50
GL Account Number 621-8065-09-6499	GL Account Name Contractual Services	Post Date 09/17/2018	Description Construction Service through 8/31/2018	Vendor Name Bolton & Menk, Inc	Item Number 0222433
					Activity 36.50
					September Total: 36.50
62100007-03	NCSW Ph II Admin/Legal		Legal/Admin - Leagl & Admin Services		153.00
GL Account Number 621-8065-09-6499	GL Account Name Contractual Services	Post Date 09/17/2018	Description Concrete Testing Services	Vendor Name Siouxland Certified Testing Service...	Item Number 16233
					Activity 153.00
					September Total: 153.00
					Total Expenses: 189.50

Project Activity Report

Report Dates: 09/05/2018 - 09/17/2018

P11.112742 Total: 189.50

Project Number	Project Name	Group	Type	Status		
T51.115389	Rehabilitate Connector Apron	Airport Projects	Federal/State Grant	Active		
Expenses						
Account Key	Account Name	Category		Total Activity		
30100002-02	Apron Rehab- Engineering	Engineering - Engineering		2,646.00		
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
301-6900-08-6799	Undesignated Capital	09/17/2018	Construction Services through 8/31/2018	Bolton & Menk, Inc	0222451	2,646.00
September Total:						2,646.00
Total Expenses:						2,646.00
T51.115389 Total:						2,646.00

Project Number	Project Name	Group	Type	Status		
P11.106893	Richland Street Rehabilitation	Street Construction	Construction	Active		
Expenses						
Account Key	Account Name	Category		Total Activity		
30100001-02	Richland St Engineering	Engineering - Engineering		585.00		
GL Account Number	GL Account Name	Post Date	Description	Vendor Name	Item Number	Activity
301-6900-08-6799	Undesignated Capital	09/17/2018	Construction Services through 8/31/2018	Bolton & Menk, Inc	0222431	585.00
September Total:						585.00
Total Expenses:						585.00
P11.106893 Total:						585.00

Summary

Project Summary

Project Number	Project Name	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
P11.113934	3rd Addition Phase III	0.00	1,222.50	-1,222.50
P11.115917	Memorial Park Water Quality	0.00	130.00	-130.00
P11.112742	North Central SW Phase II	0.00	189.50	-189.50
T51.115389	Rehabilitate Connector Apron	0.00	2,646.00	-2,646.00
P11.106893	Richland Street Rehabilitation	0.00	585.00	-585.00
Project Totals:		0.00	4,773.00	-4,773.00

Group Summary

Group	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
Airport Projects	0.00	2,646.00	-2,646.00
Economic Development	0.00	1,222.50	-1,222.50
National Resiliency Disaster Grant Projects	0.00	319.50	-319.50
Street Construction	0.00	585.00	-585.00
Group Totals:	0.00	4,773.00	-4,773.00

Type Summary

Type	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
Construction	0.00	1,807.50	-1,807.50
Federal/State Grant	0.00	2,965.50	-2,965.50
Type Totals:	0.00	4,773.00	-4,773.00



**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

Blodgett	Robert	W
Last Name	First Name	Middle Initial
705 Hyland Drive	Storm Lake	IA
Address	City	State
712-732-4976	N/A	50588-2923
Home Phone #	Business Phone #	Cell Phone #
Retired	Retired	E-mail Address:
Employer	Occupation	

How long have you lived in Storm Lake? 28 yrs

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

BV County Public Health Survey, Isaac Walton League, Dir. GWRRA Chapter CC, numerous service projects

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 believe strongly in environmental/conservation efforts to better use finite resources, to make protection of those resources both effective and convenient for citizens, and to communicate about those efforts to inform and educate citizens. Working on one of these commissions/boards appears to be a way to accomplish those ends.

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?

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

5 August 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

Last Name

First Name

Middle Initial

Address

City

State

Zip Code

Home Phone #

Business Phone #

Cell Phone #

E-mail Address:

Employer

Occupation

How long have you lived in Storm Lake? _____

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

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

☐ Airport Commission

☐ 911 Board

☐ ADA Committee

☐ Airport Board of Adjustment

☐ Board of Appeals

☐ Mayor's Committee on
Trees, Trails, Parks

☐ Band Trustees

☐ Library Board (6 yrs)

☐ 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?

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.

Staff Summary

9/17/2018

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:

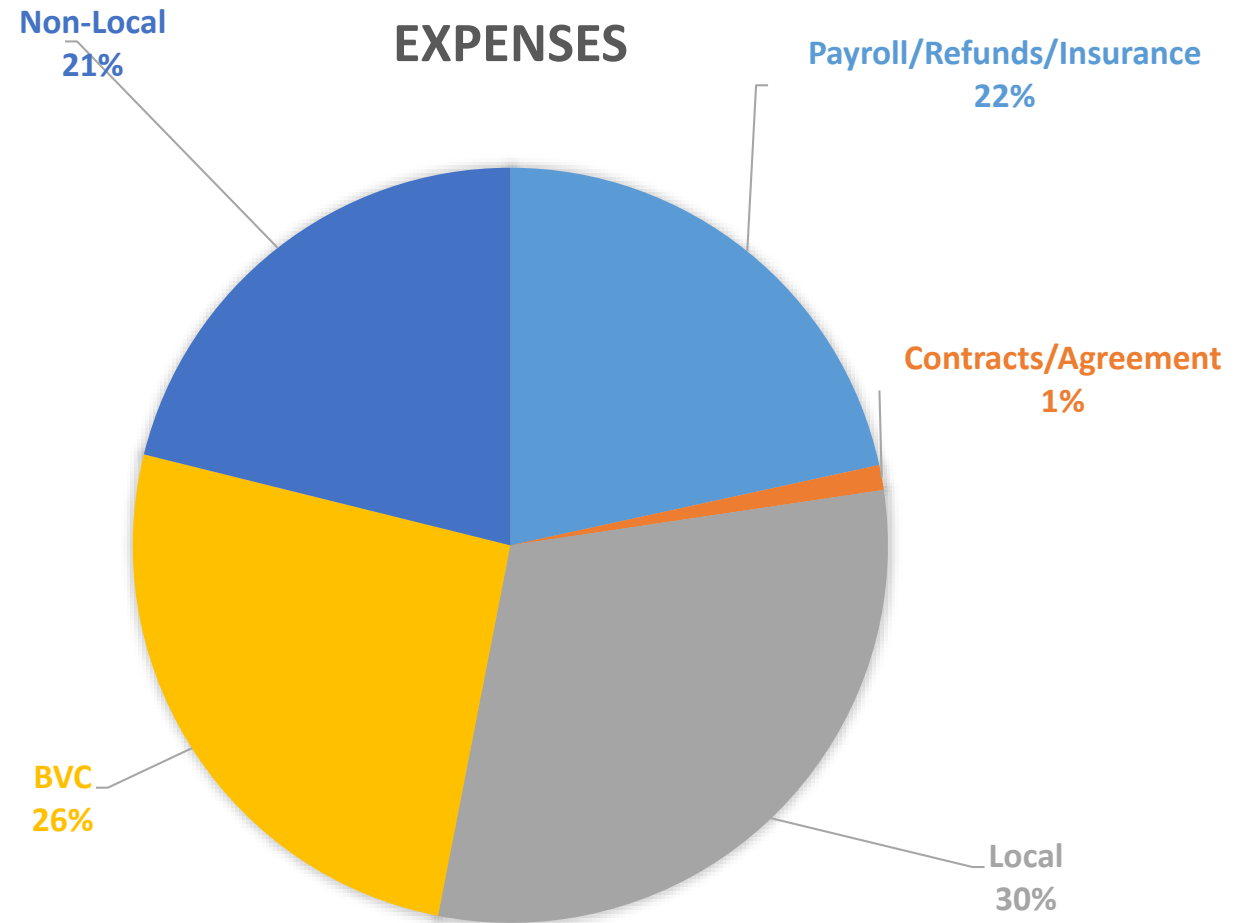
Calculated Expenses	
Payroll/Refunds/ Insurance	\$96,455.52
Contracts/Agreements	\$4,773.00
Local Businesses	\$135,881.21
Buena Vista County Business	\$115,294.34
Non-Local Business	\$94,397.45
Total Expenses	\$446,801.52
Please see attachment for supporting documents	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

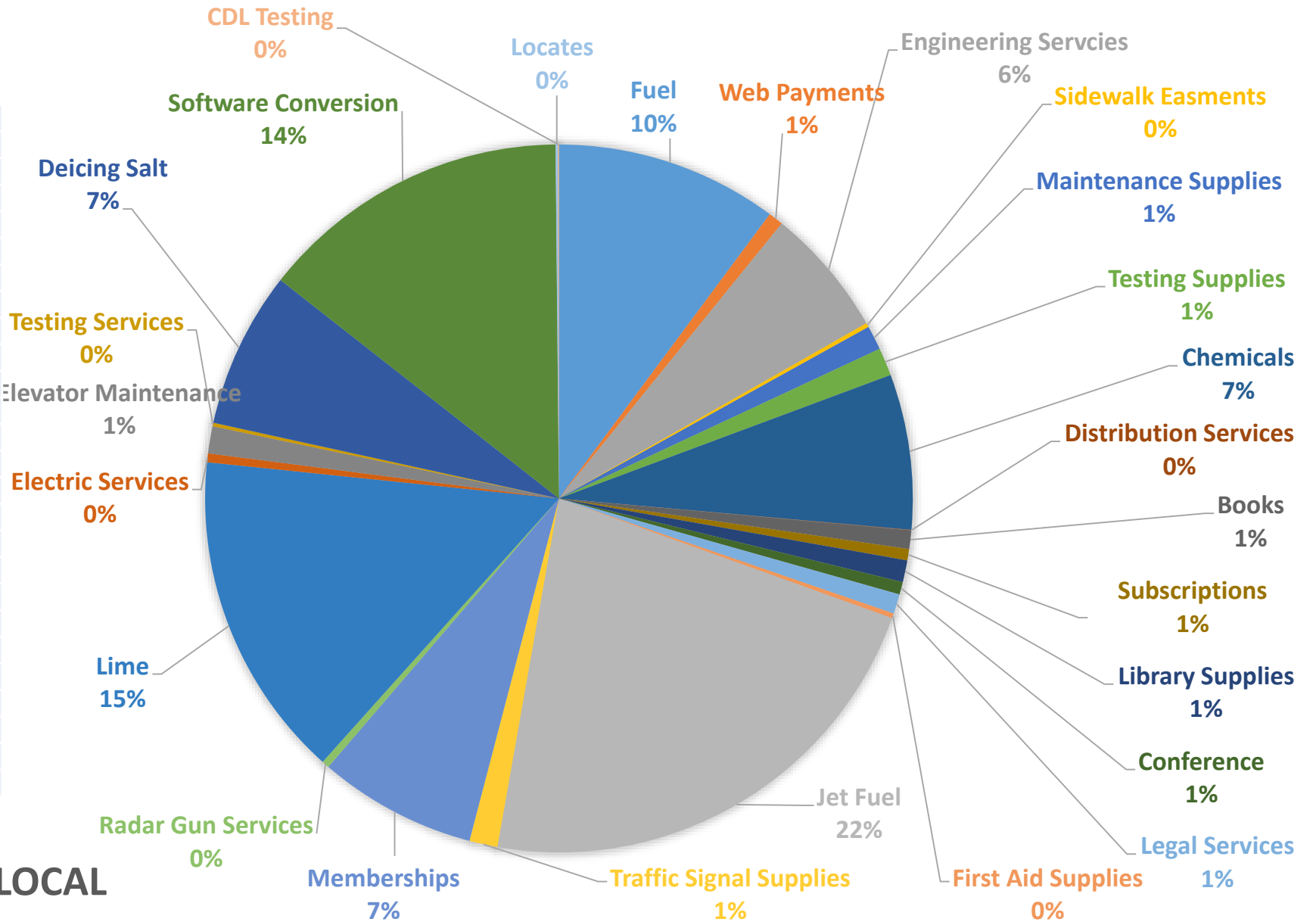
Description	Type
Supporting Documents	Backup Material
Project Activity Report	List of Bills

Payroll/Refunds/Insurance	
\$ 96,455.52	
Contracts/Agreements	
\$ 4,773.00	
Local Businesses	
\$135,881.21	
Buena Vista County Business	
\$115,294.34	
Non-Local Business	
\$ 94,397.45	
Total Expenses	
\$446,801.52	



Fuel	\$ 9,591.02
Web Payments	\$ 641.00
Engineering Servcies	\$ 5,586.50
Sidewalk Easments	\$ 180.07
Maintenance Supplies	\$ 1,043.95
Testing Supplies	\$ 1,203.46
Chemicals	\$ 6,691.13
Distribution Services	\$ 18.43
Books	\$ 801.57
Subscriptions	\$ 489.50
Library Supplies	\$ 939.90
Conference	\$ 540.88
Legal Services	\$ 844.12
First Aid Supplies	\$ 211.46
Jet Fuel	\$ 21,045.02
Traffic Signal Supplies	\$ 1,213.85
Memberships	\$ 6,825.00
Radar Gun Services	\$ 320.00
Lime	\$ 14,152.81
Electric Services	\$ 381.13
Elevator Maintenance	\$ 1,165.11
Testing Services	\$ 153.00
Deicing Salt	\$ 6,750.40
Software Conversion	\$ 13,462.34
Locates	\$ 103.80
CDL Testing	\$ 42.00

NON-LOCAL



KING'S POINTE EXPENSES

Payroll/Refunds

\$

Contract/Reimbursement

\$

Local Expenses

\$

Non-Local

\$

BV County

\$

Total Expenses

\$

KP NON-LOCAL



Storm Lake, IA

Project Activity Report

By Project Name

Report Dates: 09/05/2018 - 09/17/2018

Project Number P11.113934	Project Name 3rd Addition Phase III	Group Economic Development	Type Construction	Status Active	
Expenses					
Account Key 12500001-02	Account Name 3rd Addition Ph III- Engineering	Category Engineering - Engineering			Total Activity 1,222.50
GL Account Number 125-5023-05-6499	GL Account Name Contractual Services	Post Date 09/17/2018	Description Construction Services through 8/31/2018	Vendor Name Bolton & Menk, Inc	Item Number 0222432 Activity 1,222.50
				September Total:	1,222.50
				Total Expenses:	1,222.50
				P11.113934 Total:	1,222.50
Project Number P11.115917	Project Name Memorial Park Water Quality	Group National Resiliency Disaster Grant Projects	Type Federal/State Grant	Status Active	
Expenses					
Account Key 62100005-02	Account Name Memorial Park WQ Engineering	Category Engineering - Engineering			Total Activity 130.00
GL Account Number 621-8065-09-6499	GL Account Name Contractual Services	Post Date 09/17/2018	Description Prelim Design Services through 8/31/2018	Vendor Name Bolton & Menk, Inc	Item Number 0222430 Activity 130.00
				September Total:	130.00
				Total Expenses:	130.00
				P11.115917 Total:	130.00
Project Number P11.112742	Project Name North Central SW Phase II	Group National Resiliency Disaster Grant Projects	Type Federal/State Grant	Status Active	
Expenses					
Account Key 62100007-02	Account Name NCSW Ph II Engineering	Category Engineering - Engineering			Total Activity 36.50
GL Account Number 621-8065-09-6499	GL Account Name Contractual Services	Post Date 09/17/2018	Description Construction Service through 8/31/2018	Vendor Name Bolton & Menk, Inc	Item Number 0222433 Activity 36.50
				September Total:	36.50
62100007-03	NCSW Ph II Admin/Legal		Legal/Admin - Leagl & Admin Services		153.00
GL Account Number 621-8065-09-6499	GL Account Name Contractual Services	Post Date 09/17/2018	Description Concrete Testing Services	Vendor Name Siouxland Certified Testing Service...	Item Number 16233 Activity 153.00
				September Total:	153.00
				Total Expenses:	189.50

Project Activity Report

Report Dates: 09/05/2018 - 09/17/2018

P11.112742 Total: 189.50

Project Number	Project Name	Group	Type
T51.115389	Rehabilitate Connector Apron	Airport Projects	Federal/State Grant
Expenses			
Account Key	Account Name	Category	
30100002-02	Apron Rehab- Engineering	Engineering - Engineering	
GL Account Number	GL Account Name	Post Date	Description
301-6900-08-6799	Undesignated Capital	09/17/2018	Construction Services through 8/31/2018
Vendor Name			
Bolton & Menk, Inc			

Item Number	Activity
0222451	2,646.00
September Total:	2,646.00
Total Expenses:	2,646.00
T51.115389 Total:	2,646.00

Project Number	Project Name	Group	Type
P11.106893	Richland Street Rehabilitation	Street Construction	Construction
Expenses			
Account Key	Account Name	Category	
30100001-02	Richland St Engineering	Engineering - Engineering	
GL Account Number	GL Account Name	Post Date	Description
301-6900-08-6799	Undesignated Capital	09/17/2018	Construction Services through 8/31/2018
Vendor Name			
Bolton & Menk, Inc			

Item Number	Activity
0222431	585.00
September Total:	585.00
Total Expenses:	585.00
P11.106893 Total:	585.00

Summary

Project Summary

Project Number	Project Name	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
P11.113934	3rd Addition Phase III	0.00	1,222.50	-1,222.50
P11.115917	Memorial Park Water Quality	0.00	130.00	-130.00
P11.112742	North Central SW Phase II	0.00	189.50	-189.50
T51.115389	Rehabilitate Connector Apron	0.00	2,646.00	-2,646.00
P11.106893	Richland Street Rehabilitation	0.00	585.00	-585.00
Project Totals:		0.00	4,773.00	-4,773.00

Group Summary

Group	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
Airport Projects	0.00	2,646.00	-2,646.00
Economic Development	0.00	1,222.50	-1,222.50
National Resiliency Disaster Grant Projects	0.00	319.50	-319.50
Street Construction	0.00	585.00	-585.00
Group Totals:	0.00	4,773.00	-4,773.00

Type Summary

Type	Total Revenue	Total Expense	Revenue Over/ (Under) Expenses
Construction	0.00	1,807.50	-1,807.50
Federal/State Grant	0.00	2,965.50	-2,965.50
Type Totals:	0.00	4,773.00	-4,773.00

Staff Summary

9/17/2018

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 Information**

BACKGROUND: SLPD Code Enforcement Summary Information
August 30 through September 12, 2018

Total Contacts	62
Junk Vehicles	17
Accumulated Junk	20
Tall Grass/Weeds	17
Parking Restricted Hard Surface	4
Burning Leaves	2
CCE	2
Citations	2

FISCAL IMPACT: None

RECOMMENDATION: No Action Required

Staff Summary

9/17/2018

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: Scott Olesen, Building Official

SUBJECT: **Public Hearing On A Proposed Zoning Change To The Storm Lake Zoning Ordinance Official Zoning Map - File #2018-1**

BACKGROUND: Storm Lake Apartments, LLC owns the property located at: 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, T-91-N, R-37-W of the 5th P.M., Buena Vista County, Iowa (221 West 10th Street). Currently, this property is Zoned R-2, Low-Medium Density Residential.

Storm Lake Apartments, LLC is requesting a change in the zoning of this property from the R-2 Low-Medium Density Residential District to the R-4, High Density Residential Zoning District.

Storm Lake Apartments, LLC is proposing to construct market rate multifamily apartments buildings on this property, and the property must be re-zoned to accomplish this.

If the proposed development is allowed to proceed, they will have to comply with the City Post Construction Storm Water Ordinance.

The Storm Lake Planning and Zoning Commission has reviewed this application and has recommended approval of the request.

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

RECOMMENDATION: Open Public Hearing
Hear Comments
Close Public Hearing

ATTACHMENTS:
Description

Type

Public Hearing Notice

P&Z Action Taken

Backup Material

Backup Material

**NOTICE OF PUBLIC HEARING FOR PUBLICATION
CITY COUNCIL
CITY OF STORM LAKE**

September 4, 2018

File number: **2017-8**



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

A petition for a Rezoning Request in the R-2- Low Medium Density Residential District as applied to the property 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. Or Parcel Number 1034326005.

has been filed by Storm Lake Apartments LLC.

The petition requests approval of change in zoning from the R-2 Zoning District to the R-4 Zoning District to allow for a Multi Family Apartment Buildings Development

A public hearing will be held by the **City Council** on **September 17, 2018 at 5:00 p.m.** in the City Hall Council Chambers at which time you may appear if you so desire, either in person or by agent or attorney, in opposition to or support of the proposed change in the Zoning Map

Respectfully submitted,

Scott Olesen
Zoning Administrator

ACTION TAKEN ON REZONING REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION



August 30, 2018

Application: 2018-1

Applicant: Storm Lake Apartments LLC

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

The Planning and Zoning Commission has reviewed the foregoing application and hereby recommends to the City Council that the request be:

X Approved _____ Denied

Reason for approval or denial: (list complete data) Request is in compliance with the comprehensive plan

Acted upon this 30th day of August, 2018.

Signed: _____

Chairman

Attest: _____

Secretary

The City Council has reviewed the foregoing application and recommendations and hereby
_____ Approves _____ Denies the request.

Dated this _____ day of _____, 2018.

Signed: _____

Michael Porsch, Mayor

Attest: _____

Mayre A Martinez, City Clerk

Staff Summary

9/17/2018

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: Scott Olesen, Building Official

SUBJECT: **Ordinance No. 04-O-2018-2019 On A Proposed Zoning Change To The Storm Lake Zoning Ordinance Official Zoning Map - Project #2018-1**

BACKGROUND: Storm Lake Apartments, LLC owns the property located at: 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, T-91-N, R-37-W of the 5th P.M., Buena Vista County, Iowa (221 West 10th Street). Currently, this property is Zoned R-2, Low-Medium Density Residential.

Storm Lake Apartments, LLC is requesting a change in the zoning of this property from the R-2 Low-Medium Density Residential District to the R-4, High Density Residential Zoning District.

Storm Lake Apartments, LLC is proposing to construct market rate multifamily apartment buildings on this property, and the property must be re-zoned to accomplish this.

If the proposed development is allowed to proceed, they will have to comply with the City Post Construction Storm Water Ordinance.

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: 1st Reading - September 17, 2018
2nd Reading - October 1, 2018
3rd Reading - October 15, 2018

ATTACHMENTS:

Description	Type
 Ordinance 04-O-2018-2019 - 1st Reading	Ordinance

ORDINANCE NO. -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 ____ day of _____, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

9/17/2018

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: **Third Reading of Ordinance No. 02-O-2018-2019 Amending Chapter 3-1 Garbage Storage and Collection**

BACKGROUND: The following are the proposed amendments.

- Each person who shall store garbage or recyclable materials out of doors on premises owned or occupied by that person or who places garbage out of doors in a place readily accessible to the collector for collection shall provide and use cans suitable in capacity for the storage of garbage and recyclable materials accumulating in a normal collection period of seven days.
- All garbage or recyclable materials stored out of doors or placed out of doors for collection, except for the occasional discarded item too large for a can, shall be stored or placed in cans that have a capacity of at least thirty-two (32) gallons. The collector may limit the maximum size of the can provided the limit is not less than thirty-two (32) gallons.
- A person who places a can in any city-owned street right-of-way adjacent to a public street, for the purpose of garbage collection, shall not do so earlier than 7:00 a.m. on the day preceding the day scheduled for garbage collection for such person's residence and shall cause the can to be removed from such location by 7:00 a.m. on the day following the day scheduled for garbage collection for such person's residence.
- Recyclable materials will not be placed in bags, unless the material is shredded material.
- The effective date of the amendments are January 1, 2019

FISCAL IMPACT: N/A

RECOMMENDATION: ~~First Reading- July 16~~
 ~~Second Reading- August 6~~
 ~~Third Reading- August 20- Postponed~~
 ~~Third Reading- September 4- Postponed~~
 Third Reading- September 17

ATTACHMENTS:

Description	Type
 Ordinance 02-O-2018-2019 - 1st Reading	Ordinance

ORDINANCE NO. 02-O-2018-2019

ORDINANCE AMENDING CHAPTER 3-1 OF TITLE III OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TITLED "GARBAGE STORAGE AND COLLECTION," TO REVISE REQUIREMENTS RELATING TO THE STORAGE OF GARBAGE OUT OF DOORS BY RESIDENTIAL CUSTOMERS

WHEREAS, the City Council of the City of Storm Lake, Iowa, has determined that Chapter 3-1 of Title III of the City Code of the City of Storm Lake, Iowa should be amended to revise some requirements relating to the storage of garbage out of doors;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Storm Lake, Iowa, as follows:

Section 1. Chapter 3-1 of Title III of the City Code of the City of Storm Lake, Iowa, is hereby amended as follows:

a. Section 3-1-2, captioned, "Definitions," is deleted and, in lieu thereof, the following new Section 3-1-2, captioned, "Definitions," is inserted:

Section 3-1-2 Definitions

For use within this Chapter the following terms are hereby defined:

(A) "CAN": A container for the storage of garbage or recyclable materials which is provided with a handle and tight-fitting cover; is watertight; is substantially made of galvanized iron, plastic or rubber or other non-rusting material; and of a size that may be conveniently handled by the collector.

(B) "COLLECTOR": Any person, business, private contractor, specifically including the City of Storm Lake, which picks up and removes garbage, recyclable materials, or yard waste for a fee.

(C) "GARBAGE": All animal, fruit, vegetable and other waste material resulting from the preparation of food and drink together with other discarded items that do not fall into the category of recyclable material or yard waste.

(D) "PERSON": Any individual, firm, corporation, trust or other organized group, or any governmental unit.

(E) "RECYCLABLE MATERIAL": Materials which may be designated as recyclable by the Buena Vista County Recycling Center such as cardboard, clean newspapers, magazines, number one and two plastic, tin cans, clear and amber glass; subject to such additional items or deletions of items that the Recycling Center may make from time to time.

(F) "RESIDENTIAL CUSTOMER": Any property involving three or fewer residential units.

(G) "SHREDDED PAPER": Paper that has been shredded or cross-shredded by a machine designed for such purposes.

(H) "YARD WASTE": Yard waste shall have such definition as is given to it by the Iowa Department of Natural Resources, but, in any case, shall include grass clippings, leaves, garden waste and branches from trees and shrubs.

b. Section 3-1-3, captioned, "Duty to Provide Cans," is deleted and, in lieu thereof, the following new Section 3-1-3, captioned "Duty to Provide Cans," is inserted:

Section 3-1-3 Duty To Provide Cans

Except as otherwise provided in this Section 3-1-3, each person who shall store garbage or recyclable materials out of doors on premises owned or occupied by that person or who places garbage out of doors in a place readily accessible to the collector for collection shall provide and use cans suitable in capacity for the storage of garbage and recyclable materials accumulating in a normal collection period of seven days. The foregoing shall not be construed as requiring a can of sufficient capacity for the occasional discarded item which is too large for a can if discards of this type are not regularly recurring. All garbage or recyclable materials stored out of doors or placed out of doors for collection, except for the occasional discarded item too large for a can, shall be stored or placed in cans that have a capacity of at least thirty-two (32) gallons. The collector may limit the maximum size of the can provided the limit is not less than thirty-two (32) gallons.

All cans provided shall be kept covered and reasonably clean at all times. They shall be placed in a position readily accessible to the collector outside of buildings but not in alleys or streets; provided, however, that persons storing garbage in commercially zoned districts or residential complexes of 4 or more units may store garbage and recyclable materials discretely on their own property or in the alley in cans or other commercial containers if such cans or containers are stored immediately adjacent to the adjoining building.

A person who places a can in any city-owned street right-of-way adjacent to a public street, for the purpose of garbage collection, shall not do so earlier than 7:00 a.m. on the day preceding the day scheduled for garbage collection for such person's residence and shall cause the can to be removed from such location by 7:00 a.m. on the day following the day scheduled for garbage collection for such person's residence.

c. Section 3-1-4, captioned, “Accumulation And Deposit of Garbage Or Recyclable materials Prohibited,” is deleted and, in lieu thereof, the following new Section 3-1-4, captioned “Accumulation And Deposit of Garbage Or Recyclable Materials Prohibited,” is inserted:

Section 3-1-4 Accumulation And Deposit Of Garbage Or Recyclable Materials Prohibited

No person shall permit garbage or recyclable materials to accumulate upon premises owned or occupied by him or her if such accumulation would violate the purpose of this Chapter as set out in 3-1-1 nor shall any person deposit any garbage or recyclable materials upon any other premises except the premises of the Sanitary Disposal Project for Buena Vista County, which is the transfer station and recycling center of the Buena Vista County Solid Waste Commission, unless such person has been authorized by the owner of the premises to deposit such materials there.

d. Section 3-1-9, captioned, “Bagging of Recyclable Materials,” is deleted and, in lieu thereof, the following new Section 3-1-9, captioned “Duty to Bag Garbage and Shredded Paper; and Prohibition of Bagging Recyclable Materials Other Than Shredded Paper,” is inserted:

Section 3-1-9 Duty to Bag Garbage and Shredded Paper; and Prohibition of Bagging Recyclable Materials Other Than Shredded Paper

All persons residing in residential units intending to have garbage collected shall bag such garbage in plastic bags and place and store such bags in cans when and as required by Section 3-1-3; provided, however, that any single item that is a part of the garbage to be collected and too large for a thirty-two (32)-gallon can need not be bagged. All persons residing in residential units intending to have shredded paper collected as recyclable materials shall bag the shredded paper only in clear or color transparent plastic bags so that the collector can readily identify the contents of the bags as recyclable materials. The shredded paper, so bagged, shall be placed and stored in cans when and as required by Section 3-1-3. All persons residing in residential units intending to have recyclable materials, other than shredded paper, collected shall not bag those recyclable materials in bags of any sort but shall place and store them in cans when and as required by Section 3-1-3.

e. Section 3-1-13, captioned, “Disposal,” is deleted and, in lieu thereof, the following new Section 3-1-13, captioned “Disposal,” is inserted:

Section 3-1-13 Disposal

All persons collecting garbage, recyclable materials and yard waste by contract or under permit shall utilize the Sanitary Disposal Project for Buena Vista County, which is the transfer station and recycling center of the Buena Vista County Solid

Waste Commission, for the deposit of such collected garbage, recyclable materials and yard waste.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. This ordinance shall be in effect January 1, 2019, following its passage, approval, and publication as provided by law.

PASSED AND APPROVED this ____ day of _____, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

9/17/2018

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: Keri Navratil, City Manager

SUBJECT: **An Ordinance No. 03-O-2018-2019 repealing Ordinance No. 03-O-2016-2017 providing for the division of taxes levied on taxable property in the LMI No. 5 Housing Urban Renewal Area, City of Storm Lake, Iowa, pursuant to Section 403.19 of the Code of Iowa**

BACKGROUND: The City of Storm Lake adopted the Urban Renewal Plan ("Plan") for the LMI No. 5 Housing Urban Renewal Area ("Urban Renewal Area") by Resolution No. 29-R-2016-2017 on October 17, 2016.

The City has determined that the Plan and Urban Renewal Area are no longer fulfilling the purposes of Iowa Code Chapter 403 and has terminated the Plan and ended the Urban Renewal Area.

The City has determined to repeal Ordinance No. 03-O-2016-2017 providing for the division of taxes levied on taxable property in the LMI No. 5 Housing Urban Renewal Area

FISCAL IMPACT: N/A

RECOMMENDATION: ~~Approve 1st Reading- August 6, 2018~~
~~Approve 2nd Reading- August 20, 2018~~
~~Approve 3rd Reading- September 4, 2018- Removed from Agenda-~~
Approve 3rd Reading- September 17, 2018

ATTACHMENTS:

Description	Type
Ordinance 03-O-2018-2019 - 1st Reading	Ordinance

ORDINANCE NO. 03-O-2018-2019

AN ORDINANCE **REPEALING** ORDINANCE NO. 03-0-2016-2017 PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN THE LMI NO. 5 HOUSING URBAN RENEWAL AREA, CITY OF STORM LAKE, IOWA, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA.

WHEREAS, the City of Storm Lake adopted the Urban Renewal Plan ("Plan") for the LMI No. 5 Housing Urban Renewal Area ("Urban Renewal Area") by Resolution No. 29-R-2016-2017 on October 17, 2016; and

WHEREAS, the Urban Renewal Area is legally described as follows:

A part of Lot 1 of the Auditor's Subdivision of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section 34, T91-N, R-37-W 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 (SW¼) of said Section 34; thence on an assumed bearing of South 89°44'31" West, along the North line of said Southwest Quarter (SW¼), 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.

And

All of the West 10th Street right-of-way in Storm Lake, Iowa lying south of and adjacent to the above-described real estate.

WHEREAS, the City of Storm Lake adopted Ordinance No. 03-0-2016-2017 to implement the division of tax revenues under Iowa Code Section 403.19 for the Urban Renewal Area; and

WHEREAS, the City has determined that the Plan and Urban Renewal Area are no longer fulfilling the purposes of Iowa Code Chapter 403 and has terminated the Plan and ended the Urban Renewal Area; and

WHEREAS, accordingly, the City has determined to repeal Ordinance No. 03-0-2016-2017 providing for the division of taxes levied on taxable property in the LMI No. 5 Housing Urban Renewal Area.

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

Section 1. That Ordinance No. 03-0-2016-2017 is hereby repealed and shall have no further effect.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 3. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED the _____ day of _____, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Read First Time: _____, 2018 Vote for passage: _____

Read Second Time: _____, 2018 Vote for passage: _____

Read Third Time: _____, 2018 Vote for passage: _____

PASSED AND APPROVED: _____, 2018.

I, _____, City Clerk of the City of Storm Lake, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2018, signed by the Mayor on _____, 2018, and published in the Storm Lake Times on _____, 2018.

City Clerk, City of Storm Lake, State of Iowa

(SEAL)

Staff Summary

9/17/2018

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: Brian Oakleaf, Finance Director

SUBJECT: **Resolution No. 14-R-2018-2019 Directing Sale of \$1,850,000 Taxable General Obligation Refunding Capital Loan Notes, Series 2018B**

BACKGROUND: Bids for the sale of these refunding capital loan notes were opened prior to the Council meeting on Sept 17th, 2018.

The best bid was determined to be as follows:

Name and address of bidder:
True Interest Rate:
Net Interest Cost:

The name and bid will be provided prior to the council meeting after the bids have been received.

Revenue from the sale of these notes will be used to Call the 2010 Bargloff Urban Renewal Notes. Theses are Full Defeasance Advance Refunding Bonds.

FISCAL IMPACT: The gross fiscal impact is the cost of the interest for the sale of the \$1,850,000 Taxable General Obligation Refunding Capital Loan Notes which is \$_____. These are below the current \$408,495 of Interest remaining on the 2010 Bonds. (The amount will be provided once the winning bid is determined.)

RECOMMENDATION: Adopt Resolution No. 14-R-2018-2019

ATTACHMENTS:

Description	Type
☐ Resolution No. 14-R-2018-2019	Contract
☐ Placeholder for Bid Resolution	Resolution

RESOLUTION NO. 14-R-2018-2019

RESOLUTION DIRECTING SALE OF \$1,850,000* (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2018B

WHEREAS, bids have been received for the Notes described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$1,850,000* (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2018B

Bidder UMB Bank, N.A., of Kansas City, MO

The terms of award:

Final Par Amount as adjusted: \$1,850,000

Purchase Price as adjusted: \$1,838,715

True Interest Rate: 3.492670%

Net Interest Cost: \$375,387.15

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

Section 1: That the bid for the Notes as above set out is hereby determined to be the best and most favorable bid received and, the Notes are hereby awarded as described above.

Section 2: That the statement of information for Note bidders and the form of contract for the sale of the Notes are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3: That all acts of the Clerk done in furtherance of the sale of the Notes, including approval of and distribution of the Preliminary Official Statement in connection with the marketing of the Notes are hereby ratified and approved.

PASSED AND APPROVED this 17th day of September, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

ITEMS TO INCLUDE ON AGENDA

CITY OF STORM LAKE, IOWA

\$1,850,000* (Subject to Adjustment per Terms of Offering) Taxable General Obligation Capital Loan Notes, Series 2018B

- Receipt of bids.
- Resolution directing sale.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

September 17, 2018

The Finance Director of the City of Storm Lake, State of Iowa, met in City Hall, 620 Erie Street, Storm Lake, Iowa, at 1:00 P.M., on the above date, to open sealed bids received, access electronic bids and to refer the sale of the Notes to the best and most favorable bidder for cash, subject to approval by the City Council at 6:00 P.M. on the above date.

The following persons were present:

Tim Oswald, Brian Oakleaf

* * * * *

This being the time and place for the opening of bids for the sale of \$1,850,000* (Subject to Adjustment per Terms of Offering) Taxable General Obligation Capital Loan Notes, Series 2018B, the meeting was opened for the receipt of bids for the Notes. The following actions were taken:

1. Sealed bids were filed and listed in the minutes while unopened, as follows:

Name & Address of Bidders:

No Sealed bids

2. The City Clerk then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.

3. Electronic bids received were accessed and announced as follows:

Name & Address of Bidders:

- UMB Bank, N.A., Kansas City, MO
- BOK Financial Securities, Inc., Dallas, TX
- D.A. Davidson & Co., Denver, CO
- Robert W. Baird & Co., Inc., Milwaukee, WI
- Northland Securities, Inc., Minneapolis, MN

4. The best bid was determined to be as follows:

Name & Address of Bidder:	UMB Bank N.A.,
True Interest Rate (as-bid):	3.492670%
Net Interest Cost (as-bid):	\$375,387.15

In consultation with Piper Jaffray & Co., the City considered the adjustment of the aggregate principal amount of the Notes and each scheduled maturity thereof in accordance with the Terms of Offering and the following actions were taken:

Final Par Amount as adjusted:	\$1,850,000
Purchase Price as adjusted:	\$1,838,715.00

All bids were then referred to the Council for action.

September 17, 2018

The City Council of the City of Storm Lake, State of Iowa, met in regular session, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 6:00 P.M., on the above date. There were present Mayor Porsch in the chair, and the following named Council Members:

Ibarra, Rice, Engelmann, Carlson, Smith

Absent: None

Vacant: None

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF \$1,850,000* (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2018B," and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: Ibarra, Rice, Engelmann, Carlson, Smith

NAYS: None

ABSTAIN: None

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION DIRECTING SALE OF \$1,850,000* (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING)
TAXABLE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2018B

WHEREAS, bids have been received for the Notes described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$1,850,000* (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION
CAPITAL LOAN NOTES, SERIES 2018B

Bidder UMB Bank, N.A., of Kansas City, MO

The terms of award:

Final Par Amount as adjusted: \$1,850,000

Purchase Price as adjusted: \$1,838,715

True Interest Rate: 3.492670%

Net Interest Cost: \$375,387.15

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

Section 1: That the bid for the Notes as above set out is hereby determined to be the best and most favorable bid received and, the Notes are hereby awarded as described above.

Section 2: That the statement of information for Note bidders and the form of contract for the sale of the Notes are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3: That all acts of the Clerk done in furtherance of the sale of the Notes, including approval of and distribution of the Preliminary Official Statement in connection with the marketing of the Notes are hereby ratified and approved.

PASSED AND APPROVED this 17th day of September, 2018.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF BUENA VISTA

)

I, the undersigned City Clerk of the City of Storm Lake, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this 17th day of September, 2018.

City Clerk, City of Storm Lake, State of Iowa

(SEAL)

Staff Summary

9/17/2018

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: Brian Oakleaf, Finance Director

SUBJECT: **Resolution No. 15-R-2018-2019 Directing Sale of \$3,380,000 General Obligation Refunding Capital Loan Notes, Series 2018A**

BACKGROUND: Bids for the sale of these notes were opened prior to the Council meeting on Sept. 17th, 2018.

The best bid was determined to be as follows:

Name and address of bidder:

True Interest Rate:

Net Interest Cost:

The name and bid will be provided prior to the council meeting after the bids have been received.

Revenue from the sale of these notes will be used to Call the 2011 King's Pointe Urban Renewal Bonds (current refunding) and Pay for purchase of fire apparatus.

FISCAL IMPACT: The gross fiscal impact is the repayment of the Firetruck portion of the Bond, through Levy, plus interest and the cost of the interest for the sale of the refunding portion of the Notes which is \$_____, which is below the current \$644,901 of Interest remaining on the 2011 Bonds. (The amount will be provided once the winning bid is determined.)

RECOMMENDATION: Adopt Resolution No. 15-R-2018-2019

ATTACHMENTS:

Description	Type
Placeholder for Bid Resolution	Contract
Resolution No. 15-R-2018-2019	Resolution

ITEMS TO INCLUDE ON AGENDA

CITY OF STORM LAKE, IOWA

\$3,380,000* (Subject to Adjustment per Terms of Offering) General Obligation Capital Loan Notes, Series 2018A

- Receipt of bids.
- Resolution directing sale.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

September 17, 2018

The Finance Director of the City of Storm Lake, State of Iowa, met in City Hall, 620 Erie Street, Storm Lake, Iowa, at 1:00 P.M., on the above date, to open sealed bids received, access electronic bids and to refer the sale of the Notes to the best and most favorable bidder for cash, subject to approval by the City Council at 6:00 P.M. on the above date.

The following persons were present:

Brian Oakleaf, Tim Oswald

* * * * *

This being the time and place for the opening of bids for the sale of \$3,380,000* (Subject to Adjustment per Terms of Offering) General Obligation Capital Loan Notes, Series 2018A, the meeting was opened for the receipt of bids for the Notes. The following actions were taken:

1. Sealed bids were filed and listed in the minutes while unopened, as follows:

No Sealed bids received

2. The City Clerk then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.

3. Electronic bids received were accessed and announced as follows:

Name & Address of Bidders:

The Baker Group, Oklahoma City, OK
Northland Securities Inc., Minneapolis, MN
BOK Financial Securities, Inc., Dallas, TX
D.A. Davidson & Co., Denver, CO
Robert W. Baird & Co., Inc., Milwaukee, WI

4. The best bid was determined to be as follows:

- Name & Address of Bidder: The Baker Group, Oklahoma City, OK
- True Interest Rate (as-bid): 3.120198%
- Net Interest Cost (as-bid): \$774,347.69

In consultation with Piper Jaffray & Co., the City considered the adjustment of the aggregate principal amount of the Notes and each scheduled maturity thereof in accordance with the Terms of Offering and the following actions were taken:

- Final Par Amount as adjusted: \$3,390,000
- Purchase Price as adjusted: \$3,377,624.89
- All bids were then referred to the Council for action.

September 17, 2018

The City Council of the City of Storm Lake, State of Iowa, met in regular session, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 6:00 P.M., on the above date. There were present Mayor Porsch in the chair, and the following named Council Members:

Ibarra, Rice, Engelmann, Carlson, Smith

Absent: None

Vacant: None

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF \$3,380,000* (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2018A," and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: Ibarra, Rice, Engelmann, Carlson, Smith

NAYS: None

ABSTAIN: None

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION DIRECTING SALE OF \$3,380,000* (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING)
GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2018A

WHEREAS, bids have been received for the Notes described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$3,380,000* (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2018A

Bidder: The Baker Group of Oklahoma City, OK

The terms of award:

- Final Par Amount as adjusted: \$3,390,000
- Purchase Price as adjusted: \$ 3,377,624.89
- True Interest Rate: 3.057347%
- Net Interest Cost: \$757,642.61

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

Section 1: That the bid for the Notes as above set out is hereby determined to be the best and most favorable bid received and, the Notes are hereby awarded as described above.

Section 2: That the statement of information for Note bidders and the form of contract for the sale of the Notes are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3: That all acts of the Clerk done in furtherance of the sale of the Notes, including approval of and distribution of the Preliminary Official Statement in connection with the marketing of the Notes, are hereby ratified and approved.

PASSED AND APPROVED this 17th day of September, 2018

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF BUENA VISTA

)

I, the undersigned City Clerk of the City of Storm Lake, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this 17th day of September, 2018.

City Clerk, City of Storm Lake, State of Iowa

(SEAL)

RESOLUTION NO. 15-R-2018-2019

RESOLUTION DIRECTING SALE OF \$3,380,000* (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2018A

WHEREAS, bids have been received for the Notes described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$3,380,000* (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING)
GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2018A

Bidder: The Baker Group of Oklahoma City, OK

The terms of award:

- Final Par Amount as adjusted: \$3,390,000
- Purchase Price as adjusted: \$ 3,377,624.89
- True Interest Rate: 3.057347%
- Net Interest Cost: \$757,642.61

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

Section 1: That the bid for the Notes as above set out is hereby determined to be the best and most favorable bid received and, the Notes are hereby awarded as described above.

Section 2: That the statement of information for Note bidders and the form of contract for the sale of the Notes are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3: That all acts of the Clerk done in furtherance of the sale of the Notes, including approval of and distribution of the Preliminary Official Statement in connection with the marketing of the Notes, are hereby ratified and approved.

PASSED AND APPROVED this 17th day of September, 2018

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

9/17/2018

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: Brian Oakleaf, Finance Director

SUBJECT: **Resolution No. 16-R-2018-1019 Authorizing the Redemption of Outstanding GO AA Urban Renewal Bonds, Series 2011 dated July 1, 2011**

BACKGROUND: The City, by resolution dated July 5, 2011, authorized the issuance of \$2,700,000 General Obligation Annual Appropriation Urban Renewal Bonds, which became redeemable on June 1st, 2017 or any date thereafter. Redeeming these Bonds via previously approved Bond Sale will be financially beneficial and current conditions will provide for the most future savings.

FISCAL IMPACT: This redemption will save approximately \$_____ in future interest expense.

This number will be provided after sale of refunding Bonds.

RECOMMENDATION: Approve the Resolution No. 16-R-2018-2019

ATTACHMENTS:

Description	Type
☐ Redemption Resolution	Resolution

ITEMS TO INCLUDE ON AGENDA

CITY OF STORM LAKE, IOWA

General Obligation Annual Appropriation Urban Renewal Bonds, Series 2011

- Resolution Authorizing the Redemption of Outstanding General Obligation Annual Appropriation Urban Renewal Bonds, Series 2011, dated July 1, 2011.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

September 17, 2018

The City Council of the City of Storm Lake, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "A RESOLUTION AUTHORIZING THE REDEMPTION OF OUTSTANDING GENERAL OBLIGATION ANNUAL APPROPRIATION URBAN RENEWAL BONDS, SERIES 2011, OF THE CITY OF STORM LAKE, STATE OF IOWA, DATED JULY 1, 2011, AND DIRECTING NOTICE BE GIVEN" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION AUTHORIZING THE REDEMPTION OF
OUTSTANDING GENERAL OBLIGATION ANNUAL
APPROPRIATION URBAN RENEWAL BONDS, SERIES 2011,
OF THE CITY OF STORM LAKE, STATE OF IOWA, DATED
JULY 1, 2011, AND DIRECTING NOTICE BE GIVEN

WHEREAS, the City did by resolution dated July 5, 2011, authorize the issuance of \$2,700,000 General Obligation Annual Appropriation Urban Renewal Bonds, Series 2011, (the "Bonds") dated July 1, 2011; and

WHEREAS, the Bonds are redeemable in any order of their numbering on June 1, 2017 or any date thereafter upon giving notice in the manner provided in the resolution authorizing the issuance of the Bonds; and

WHEREAS, it is deemed necessary and advisable that \$2,590,000 be so redeemed on November 1, 2018 and notice of redemption be given according to the terms of the resolution authorizing issuance of the Bonds.

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

Section 1. That outstanding General Obligation Annual Appropriation Urban Renewal Bonds, dated July 1, 2011, in the principal amount of \$2,590,000, be and the same are hereby redeemed as of November 1, 2018.

Section 2. The Registrar and Paying Agent, Bankers Trust Company, is hereby authorized and directed to cause notice of such redemption be given not less than thirty (30) days

prior to the redemption date and to cause notice of redemption to be mailed to the registered owners of the Bonds by certified mail, and to notify DTC.

Section 3. The Finance Director is hereby authorized and directed to cause to be deposited in a separate fund from the proceeds of the General Obligation Capital Loan Notes, Series 2018A, such sum that is sufficient to pay all principal and interest on the redeemed Bonds to the date of redemption and to notify the City's dissemination agent to post the Notice of Redemption to the MSRB's website (EMMA) in searchable PDF format for the refunded Bonds in accordance with the Continuing Disclosure Certificate for the Bonds.

Section 4. That the form of such notice be substantially as follows:

NOTICE OF THE CALL OF BONDS FOR REDEMPTION TO THE HOLDERS OF THE
FOLLOWING DESCRIBED BONDS:

Please take notice that the Bonds described below have been called for redemption.
Owners of the Bonds should present their Bonds for payment on the redemption date.

Issuer: City of Storm Lake, State of Iowa

Original Issue Amount: \$2,700,000

Bond Issue: General Obligation Annual Appropriation Urban Renewal Bonds, Series
2011

Dated Date: July 1, 2011

Redemption Date: November 1, 2018

Redemption Price: Par, plus accrued interest

Bonds Called for Redemption

<u>Bond Numbers</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>CUSIPS</u>
2	\$115,000	2.250%	2019	862182 LN0
3	\$120,000	2.500%	2020	862182 LP5
4	\$125,000	2.750%	2021	862182 LQ3
5	\$130,000	3.000%	2022	862182 LR1
6	\$135,000	3.250%	2023	862182 LS9
7	\$140,000	3.500%	2024	862182 LT7
8	\$150,000	3.750%	2025	862182 LU4
9	\$155,000	4.000%	2026	862182 LV2
10	\$160,000	4.050%	2027	862182 LW0
11	\$170,000	4.100%	2028	862182 LX8
12	\$175,000	4.150%	2029	862182 LY6
13	\$1,015,000	4.200%	2031*	862182 MA7

*Term bond, with mandatory redemption of \$185,000 on June 1, 2030 and \$830,000 on June 1, 2031.

No representation is made as to the accuracy of the CUSIP numbers printed herein or on the Bonds.

The above Bonds should be presented to Bankers Trust Company, Des Moines, Iowa. This represents a full call of the outstanding obligations. All interest will cease to accrue on the Redemption Date.

BANKERS TRUST COMPANY, Des Moines,
Iowa

(End of Notice)

PASSED AND APPROVED this 17th day of September, 2018.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF BUENA VISTA

)

I, the undersigned City Clerk of the City of Storm Lake, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2018.

City Clerk, City of Storm Lake, State of Iowa

(SEAL)

01470262-1\11149-102

Staff Summary

9/17/2018

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: Keri Navratil, City Manager

SUBJECT: **Approval of Engineering Agreement with Bolton & Menk for the Casino Lift Station Odor Control Project**

BACKGROUND: Odor issues around the Casino Lift Station have been a concern to neighboring residents. On February 5, City Council approved a professional services agreement with Bolton & Menk to determine the cause and remediation of the odor at Casino Lift Station.

A biofiltration system is recommended for the Casino Beach Lift Station. Bolton & Menk will design, prepare bid documents, and construction administration.

FISCAL IMPACT: This contract will not exceed \$70,000 and will be funded through the sewer fund.

RECOMMENDATION: Approve contract with Bolton & Menk

ATTACHMENTS:

Description	Type
□ Agreement	Contract



**BOLTON
& MENK**

Real People. Real Solutions.

1519 Baltimore Drive
Ames, IA 50010-8783

Ph: (515) 233-6100
Fax: (515) 233-4430
Bolton-Menk.com

September 13, 2018

Ms. Keri Navratil, City Manager
City of Storm Lake
PO Box 1086
620 Erie Street
Storm Lake, IA 50588

RE: Storm Lake Wastewater
Casino Lift Station Odor Control System Design
Project No. A21.117315
Agreement for Professional Services

Dear Keri:

I am enclosing two copies of the Agreement for Professional Services for the Casino Lift Station odor control system design project.

We are working with Webster Environmental Associates, Inc. and Bruce Koetter on this project. Bruce performed the odor evaluation and developed the recommendations for odor mitigation. Webster Environmental specializes in odor control system design and has designed several similar biofilter systems. Bruce and his firm will provide the biofilter design details including plans and specifications. Bolton & Menk will provide local engineering support services including surveying, construction contract administration, and part time construction observation services.

The lump sum fee including expenses and Webster Environmental Associates services is \$70,000. The fee associated with the Webster Environmental Associates odor control specialists services is \$50,000.

Please contact me with any questions and discussion.

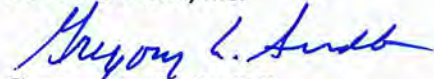
If you and City Council are in agreement, please execute both copies and return one original to me.

Ms. Keri Navratil, City of Storm Lake
September 13, 2018
Page 2

We look forward to continued work with you, Mark, Daniel and the other City staff on this important project.

Sincerely,

Bolton & Menk, Inc.



Gregory L. Sindt, P.E.

Senior Principal Environmental Engineer

Cc: Josh Pope, w/enclosure
Greg Sindt, w/enclosure
File

Enclosure: Agreement for Professional Services (two partially executed originals)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF STORM LAKE, IOWA
AND
BOLTON & MENK, INC.**

CASINO LIFT STATION ODOR CONTROL SYSTEM DESIGN

THIS IS AN AGREEMENT made as of September 17, 2018, between the City of Storm Lake, Iowa (OWNER) and Bolton & Menk, Inc. (ENGINEER). OWNER desires to construct a biofilter odor control system at the Casino Lift Station. ENGINEER will provide professional engineering services for design of OWNER'S lift station odor control system.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional services by ENGINEER and the payment for those services by OWNER as set forth below.

1.0 BASIC SERVICES OF ENGINEER

ENGINEER will provide the scope of services as indicated for design of the odor control facilities described in Section 1.1. Detailed descriptions of scope of work for Design, Bid, and Construction Phase services are presented at the end of this section.

1.1 Scope of Services

1.1.1 Pre Design Phase Services

- A. Review the July 2018 Casino Lift Station Odor Evaluation and Findings and develop final implementation plan and schedules with OWNER.

1.1.2 Design Phase Services

- A. The biofilter design will be performed by Webster Environmental Associates, Inc., a firm that specializes in odor control system design. The fees for the Webster Environmental Associates work are included in this Agreement. The September 13, 2018 Webster Environmental Associates, Inc. proposal is attached as Exhibit C.
- B. The lift station odor control improvements will be bid with one set of Contract Documents with construction under one General Construction Contract. Prepare final design, including structural, mechanical, electrical, and civil design, of the lift station odor control system improvements as described in the July 2018 Casino Lift Station Odor Evaluation and Report of Findings including the following major components:
 - 1. Biofilter
 - 2. Duct work from wet well to biofilter and exhaust fan
- C. Prepare contract plans, specifications, and bid documents for construction of the wastewater treatment facility improvements as described in paragraph 1.1.2.A. The project will be bid under one general construction contract.
- D. Coordinate geotechnical investigation by geotechnical testing firm retained by OWNER at OWNER's expense at ENGINEER's request.

- E. Perform engineering survey of site and advise OWNER if need for additional land and/or construction easements. Any property survey work that may be required will be an Additional Service.

1.1.3 Bid Phase Services

- A. ENGINEER will provide Bid Phase Services for the one general construction contract.

1.1.4 Construction Phase Services

- A. Construction contract administration.
- B. Monthly construction progress meetings (2 meetings).
- C. Resident project representative part time (8 weeks, 2 hours/week, 16 hours).
- D. Coordinate soil and materials testing services by testing firm retained by Owner at OWNER's expense.

1.2 Design Phase Services

ENGINEER (Webster Environmental Associates, Inc.) shall provide the following services during the Design Phase:

- 1.2.1 Perform engineering design calculations for the facility.
- 1.2.2 On the basis of the accepted Preliminary Design documents or communications from OWNER prepare for incorporation in the Contract documents final drawings to show the general scope, extent and character of the work to be finished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the sixteen division format of the CSI).
- 1.2.3 Prepare for review and approval by OWNER its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers Joint Contract documents Committee), and assist in the preparation of other related documents.

1.3 Bid Phase Services

ENGINEER shall provide the following services during the Bid Phase:

- 1.3.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.
- 1.3.2 Respond to Bidders questions and issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 1.3.3 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.4 Construction Phase Services

ENGINEER shall provide the following services during the Construction Phase:

- 1.4.1 General Administration of Construction Contract. Engineer shall consult with and advise OWNER and act as OWNER'S representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, C-700 (2007 edition) of the Engineers Joint Contract Documents Committee. All of OWNER'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.
- 1.4.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:
 - A. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract documents and ENGINEER shall keep OWNER informed of the progress of the work.
 - B. The Resident Project Representative (and any assistants) will be ENGINEER'S agent or employee and under ENGINEER'S supervision. The duties and responsibilities of the Resident Project Representative (and assistants) are set forth in Exhibit B "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".
 - C. The purpose of ENGINEER'S visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER'S efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will confirm generally to the Contract Documents and that the integrity of the

design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s) failure to furnish and perform their work in accordance with the Contract Documents.

- 1.4.3 *Defective Work.* During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 1.4.4 *Interpretations and Clarifications.* ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
- 1.4.5 *Shop Drawings.* ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as the term is defined in the aforesaid Standard General conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 1.4.6 *Substitutes.* ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
- 1.4.7 *Inspections and Tests.* ENGINEER shall have authority, as OWNER'S representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings, and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 1.4.8 *Disputes Between OWNER and Contractor.* ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.
- 1.4.9 *Applications for Payment.* Based on ENGINEER'S on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

- A. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER'S knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER'S recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
 - B. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER'S review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.
- 1.4.10 *Contractor(s)' Completion Documents.* ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.
- 1.4.11 *Inspections.* ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.4.9.B.
- 1.4.12 *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.5.1 thru 1.5.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

2.0 ADDITIONAL SERVICES OF ENGINEER

- 2.1 ENGINEER will provide additional services as requested by OWNER. Additional services will be limited to professional engineering services.
- 2.2 OWNER will issue written requests for additional services, if possible. OWNER agrees to compensate ENGINEER for additional services whether request is written or oral.
- 2.3 ENGINEER shall be entitled to additional compensation for any authorized additional services at the applicable hourly rates.

3.0 OWNER'S RESPONSIBILITIES

- 3.1 OWNER shall designate, in writing, the OWNER'S representative who has authority to order engineering services, transmit instructions, and receive information, and interpret and define the OWNER'S policies with respect to the project and ENGINEER'S services.
- 3.2 OWNER shall provide all criteria and full information as to OWNER'S requirements for the project including design objectives and constraints, space, capacity, engineering drawings and specifications of existing facilities, and performance requirements. OWNER shall also provide all previously acquired information including, but not limited to, boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, geotechnical engineering reports, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. ENGINEER may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by OWNER.
- 3.3 OWNER shall assist ENGINEER by collecting any pertinent available information.
- 3.4 OWNER shall arrange for access to and make all provisions for ENGINEER to enter upon public or private property as required to perform services.
- 3.5 OWNER shall obtain any and all regulatory permits required for the proper and legal execution of the project. OWNER shall execute and submit any regulatory permit applications prepared by ENGINEER.
- 3.6 OWNER shall give prompt notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect or required revision of the work.
- 3.7 OWNER will hire, when requested by ENGINEER, independent companies to perform laboratory and material testing services and soil investigations that can be justified for the proper design and construction of the project. ENGINEER shall assist OWNER in selecting a testing company. Payment for testing services shall be made directly to the testing company by OWNER and is not part of this Agreement.
- 3.8 OWNER shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the professional services described in this Agreement.
- 3.9 OWNER shall promptly compensate ENGINEER in accordance with Section 5.0 of this Agreement.

4.0 PERIOD OF SERVICE

- 4.1 ENGINEER will initiate services upon execution of this Agreement and request by OWNER and will continue to provide services until notified by OWNER to stop work.
- 4.2 Any predesign and design work in progress prior to the date of this Agreement shall be covered by this Agreement.

5.0 PAYMENTS TO ENGINEER

5.1 Method of Payment for Services and Expenses of ENGINEER

- 5.1.1 OWNER shall pay ENGINEER for ENGINEER's Design Phase services on a lump sum basis with monthly progress payments.
- 5.1.3 OWNER shall pay ENGINEER for reimbursable expenses at cost plus ten percent (10%).

5.2 Times of Payments

- 5.2.1 ENGINEER shall submit monthly statements. OWNER shall make payment within thirty days of statement. Progress payments for work associated with lump sum compensation shall be based on the percentage of work completed.
- 5.2.2 If OWNER fails to make any payment due ENGINEER within thirty days after receipt of ENGINEER'S statement, the amounts due ENGINEER shall be increased at the rate of 1.5% per month from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice, suspend services and withhold project deliverables under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and charges.

5.3 Definitions

- 5.3.1 Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER'S independent professional associates or consultants, such as expenses for transportation and subsistence and reproduction of reports and documents.

5.4 Maximum fee

The following is a summary of the estimated fees and expenses for conducting this scope of work:

Design Phase	\$41,900
Bid Phase	3,900
Construction Phase	<u>24,200</u>
Total Estimate Fee and Expenses	\$70,000

The total fee shall not exceed seventy thousand dollars (\$70,000) lump sum with monthly progress payments without approval from OWNER.

6.0 OPINIONS OF COST

- 6.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, ENGINEER cannot and does not guarantee construction costs or OWNER'S profitability. ENGINEER may issue opinions of costs as requested by OWNER. Such opinions will be made on

the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional engineer. All cost estimates are opinions for general information of OWNER and ENGINEER does not warrant or guarantee the accuracy of construction cost opinions or estimates. OWNER agrees that costs for project financing shall be based upon actual, competitive bid prices with reasonable contingencies.

7.0 GENERAL CONSIDERATION

7.1 Termination

- 7.1.1 The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, ENGINEER shall be paid for services performed to the termination notice date in accordance with Section 5 plus reasonable termination expenses relative to completing files and reports on services to the date of termination.
- 7.1.2 If the ENGINEER for any reason does not complete all the services contemplated by this Agreement, the ENGINEER cannot be responsible for the accuracy, completeness or workability of the contract documents prepared by the ENGINEER if used, changed or completed by the OWNER or by another party. Accordingly, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) for injury or loss arising or allegedly arising from such use, completion or any unauthorized changes made by any party to any contract documents prepared by the ENGINEER.

7.2 Reuse of Documents

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

7.3 Insurance

- 7.3.1 ENGINEER agrees to maintain such commercial general liability insurance for claims arising from bodily injury, death or property damage which may arise from the negligent performance by the ENGINEER or its employees of its day-to-day general business activities (such as automobile use) and exclusive of the performance of the professional services described in this Agreement. The limit of general liability coverage shall be \$1,000,000 per each occurrence.

- 7.3.2 ENGINEER agrees to maintain statutory worker's compensation coverage.
- 7.3.3 During the period of design and construction of the project, ENGINEER also agrees to maintain, at ENGINEER's expense, Professional Liability Insurance coverage insuring ENGINEER 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 ENGINEER'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.
- 7.3.4 Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.
- 7.3.5 Additional insurance coverages such as project insurance for extended professional liability coverage beyond the completion of the project may be obtained. The cost of any of these additional coverages shall be paid by OWNER as a Reimbursable Expense.

7.4 Controlling Law

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

7.5 Successors and Assigns

- 7.5.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- 7.5.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted 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. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.
- 7.5.3 Nothing under this Agreement shall be construed to give any rights of benefits in this Agreement to anyone other than OWNER and ENGINEER, and 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.

7.6 Standard of Care

Services performed by ENGINEER under this Agreement will be conducted in the manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended.

7.7 Allocation of Risks

- 7.7.1 ENGINEER shall indemnify, defend, and hold harmless OWNER and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by ENGINEER's employees, agents, or subconsultants. In no event shall OWNER be liable to ENGINEER for consequential, incidental, indirect, special, or punitive damages.
- 7.7.2 OWNER shall indemnify, defend, and hold harmless ENGINEER and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by OWNER's employees, agents, or consultants. In no event shall ENGINEER be liable to OWNER for consequential, incidental, indirect, special, or punitive damages.
- 7.7.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's services under this Agreement are being performed solely for OWNER's benefit, and no other entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services provided hereunder. ENGINEER 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.

7.8 Effect of Purchase Orders

In the event that OWNER issues to ENGINEER a purchase order, acknowledgement, or similar document, none of the terms or conditions thereon shall alter or add to any of the terms of this Agreement. Such document, whether or not signed by ENGINEER, shall be considered as a document for OWNER'S internal management of its operations.

7.9 Work Currently in Progress

Any work currently under assignment shall be completed under this Agreement.

7.10 Remedies

OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute.

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, OWNER and ENGINEER agree that disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Disputes not resolved by mediation shall then be submitted to arbitration in accordance with the provisions of the Construction Industry Arbitration Rules of the American Arbitration Association.

OWNER and ENGINEER further agree to include similar mediation and arbitration provisions in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include similar mediation and arbitration provisions in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

7.11 Contingent Fee

ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER 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.

7.12 Corporate Protection

It is intended by the parties to this Agreement that the ENGINEER'S services in connection with the project shall not subject the ENGINEER'S individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the OWNER agrees that as the OWNER'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the ENGINEER, and not against any of the ENGINEER'S employees, officers or directors.

7.13 Hazardous Materials

It is acknowledged by both parties that the ENGINEER'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the ENGINEER or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the ENGINEER'S services, the ENGINEER may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the OWNER retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

7.14 Unauthorized Changes

In the event the OWNER consents to, allows, authorizes or approves of changes to any plans, specifications or other Construction Document, and these changes are not approved in writing by the ENGINEER, the OWNER recognizes that such changes and the results thereof are not the responsibility of the ENGINEER. Therefore, the OWNER agrees to release the ENGINEER from any liability arising from the construction, use or result of such changes. In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of the ENGINEER.

7.15 Third Party Beneficiaries

Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services

under this Agreement are being performed solely for the OWNER'S benefit, and no other entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

7.16 Changes in Project Scope

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

7.17 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 OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by ENGINEER. 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 ENGINEER as part of the PROJECT is acknowledged to be an internal working document for ENGINEER's purposes solely and any such information provided to OWNER shall be on an "AS IS" basis strictly for the convenience of OWNER without any warranties of any kind. As such, OWNER is advised and acknowledges that use of such information may require substantial modification and independent verification by OWNER (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to OWNER, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of OWNER to verify compatibility with its system and long-term stability of media. OWNER shall indemnify and hold harmless ENGINEER 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.

7.18 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.

ENGINEER is an Equal Opportunity Employer and it is the policy of ENGINEER 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.

7.19 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 CLIENT 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.

8.0 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 8.1 The following Exhibits are attached to and made a part of this Agreement:
- 8.1.1 Exhibit A "Fee Schedule."
 - 8.1.2 Exhibit B "A listing of Duties, Responsibilities, and limitations of authority of the Resident Project Representative."
 - 8.1.3 Exhibit C "Webster Environmental Associates, Inc. September 13, 2018 proposal."
- 8.2 This Agreement (consisting of pages 1 to 13 inclusive) with the Exhibits and Schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER
City of Storm Lake

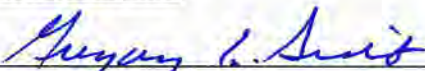
By: _____

Address for giving notice:

620 Erie Street
Storm Lake, IA 50588

CLIENT'S Representative with authority for
ordering engineering services and transmitting
instructions:

ENGINEER:
Bolton & Menk, Inc.

By: 
Gregory L. Sindt, Treasurer

Address for giving notices:

1519 Baltimore Drive
Ames, Iowa 50010

2018 Schedule of Fees

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

The fee schedule shall apply for the period through December 31, 2018. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

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

Employee Classification	Hourly Billing Rates
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	\$95-150
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$59-156
Senior Technician (Inc. Survey ¹)	\$92-170
Technician (Inc. Survey ¹)	\$65-145
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

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

EXHIBIT B

Duties, Responsibilities, and Limitations of Authority
of the Resident Project Representative

Exhibit B to Agreement Between Owner and Engineer for
Professional Services, dated May 11, 2015

A Listing of the Duties, Responsibilities and Limitations of
Authority of the **Resident Project Representative**

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on September 17, 2018, between the City of Storm Lake, Iowa (Owner) and Bolton & Menk, Inc. (Engineer) providing for professional engineering services.

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER 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, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER 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 and in particular the specific limitations set forth in paragraph 1.5 of the Agreement are applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER 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 OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. **Schedules:** Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER 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 ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

- b. Assist in obtaining from OWNER 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 ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
- 5. ***Review of Work, Rejection of Defective Work, Inspections and Tests:***
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER 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 ENGINEER of Work that RPR believes should be correct or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems start-ups 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 ENGINEER appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
- 6. ***Interpretation of Contract Documents:*** Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
- 7. ***Modifications:*** Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
- 8. ***Records:***
 - a. Maintain at the job site orderly files for correspondence, reports of 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, ENGINEER'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 rest procedures; and send copies to ENGINEER.

- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. ***Reports:***

- a. Furnish ENGINEER 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 ENGINEER 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 ENGINEER Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to ENGINEER and OWNER 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 ENGINEER, 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 ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. ***Completion:***

- a. Before ENGINEER issues a Certificate of Substantial completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. **Limitations of Authority**

Resident Project Representative (RPR):

- 1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
- 2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
- 3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.

4. Shall not 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. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

EXHIBIT C

Webster Environmental Associates, Inc. September 13, 2018 Proposal

WEBSTER ENVIRONMENTAL ASSOCIATES, INC.
13121 Eastpoint Park Blvd., Suite E
Louisville, KY 40223-4164

Tel: (502) 253-3443
Fax: (502) 253-3442
Web Site: <http://www.odor.net>



DEFINING ODOR CONTROL ENGINEERING

City of Storm Lake, IA
Odor Control Biofilter System Design and SDC Proposal

September 13, 2018

Submitted to: Mr. Greg Sindt, P.E.
Bolton & Menk, Inc.

Submitted by: Bruce Koetter, P.E.
Webster Environmental Associates, Inc.

General Scope of Services

Bolton & Menk, Inc. (B&M) and Webster Environmental Associates, Inc. (WEA) recently completed an odor evaluation at the Storm Lake Casino Lift Station and the report included recommendations to install a biofilter at the station. The City has asked B&M/WEA for a proposal to design the biofilter.

WEA proposes to complete the following scope of work as a subconsultant to B&M.

1. **Collect Information**

This proposal is based on the assumption that B&M will provide drawings and design criteria for the Casino Lift Station which will be used to size the biofilter and be used as background drawings. B&M shall provide other documentation associated with the facility that may be required to complete the design.

2. **Design Phase**

2.1 WEA will perform the mechanical, structural, electrical, and instrumentation portions of the odor control design in cooperation with B&M. B&M will be responsible for project management, geotechnical exploration, and the civil design work associated with the project. WEA will be responsible for doing the autocad work for the mechanical structural, electrical, and instrumentation drawings. The drawings will be consistent with formatting used by B&M.

2.2 WEA will size the biofilter and prepare specifications suitable for bidding. The specifications will include detailed specification sections on the biofilter, exhaust fan, structural, electrical, and ductwork as required. General conditions, contract bidding

documents, bid advertisement, reproduction and all other administrative requirements that may be required shall be prepared and performed by B&M or others if required and are excluded from WEA's scope.

2.3 WEA will prepare design drawings for the biofilter including appurtenances, process and ancillary equipment, accessories and piping. Drawings will include approximately 7 sheets. They are:

1. Site plan showing biofilter in relation to existing structures and ductwork from the wetwell to the fan and biofilter.
2. Plan view of biofilter, air distribution panels, media, fan and ductwork
3. Sections of biofilter, air distribution panels, media, fan and ductwork
4. Miscellaneous detail sheet
5. Biofilter structural plan, sections and details
6. Electrical plan
7. Electrical control schematic

2.4 WEA will prepare detailed specifications suitable for bidding the odor control system. The specifications will match the B&M formatting. The following detailed specification sections will be prepared:

1. Odor Control Biofilter (includes all biofilter components)
2. Odor Control Fan
3. FRP or PVC Ductwork
4. Structural sections as needed (these may be able to be covered as sheet notes on the drawings)
5. Electrical sections as needed (these may be able to be covered as sheet notes on the drawings)

2.5 This scope of work specifically excludes project management, geotechnical explorations, and civil design which will be performed by B&M or others using odor control system information provided by WEA.

2.6 WEA will submit an electronic set of the 90% complete design drawings and specifications for review. WEA will incorporate final comments after final review and prepare design drawings and specifications for construction.

2.7 WEA will prepare construction cost estimates and submit them with the 90% and final design submittals.

2.8 WEA will submit an electronic copy of the final design drawings and specifications.

2.9 WEA will attend two (2) design review meetings during design via conference call.

3. Bidding Services

3.1 WEA will be available to answer questions related to odor control throughout the bidding process but all other bidding services will be the responsibility of B&M.

4. Services During Construction

- 4.1 Prepare for and attend call up to three (3) progress meetings via conference call.
- 4.2 Prepare for and attend one monthly progress meeting in person. Inspect biofilter construction prior to installation of biofilter media.
- 4.3 Provide general consulting during construction.
- 4.4 Review shop drawing and O&M manual submittals for the odor control systems.
- 4.5 Assist B&M in preparation of responses to Contractor questions during construction.
- 4.6 Review requests for change orders during construction.

Cost Proposal

WEA will perform all tasks listed below on a Lump Sum basis.

Task	Task Description	Amount
1	Collect Existing Information	\$1,240
2	Design Phase	\$32,857
3	Bidding Services	\$826
Lump-Sum Total for Tasks 1-3		<u>\$34,923</u>
4	Services During Construction	<u>\$14,809</u>

Presented by:



Bruce Koetter, PE
Webster Environmental Associates, Inc.

Staff Summary

9/17/2018

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: Keri Navratil, City Manager

SUBJECT: **Resolution No. 17-R-2018-2019 Approving Public Improvements for Emerald Woods Townhomes**

BACKGROUND: Brash LLC is building four owner-occupied rowhomes in Emerald Park with an estimated project cost of \$500,000. The City of Storm Lake is committed to increase housing stock, therefore the City intends to provide the following economic development assistance:

1. All building permit fees will be waived, including water/sewer hook-up fees and meters.
2. The City intends to extend the water and sewer public infrastructure to the edge of the property line.
3. The City intends to curb cut and install an 18' wide drive from the street to the edge of the property line.

FISCAL IMPACT: The total engineer's estimate for the improvements is \$63,347.81. To reduce the cost, it is the intent of the City to complete much of the work in-house. Funding for the project will come from water/sewer economic development funds, Road Use Tax, and Local Option Sales tax.

RECOMMENDATION: Approve Resolution No. 17-R-2018-2019 Authorizing Public Improvements for Emerald Woods Townhome

ATTACHMENTS:

Description	Type
☐ Resolution No. 17-R-2018-2019	Resolution

RESOLUTION NO. 17-R-2018-2019

A RESOLUTION APPROVING PUBLIC IMPROVEMENTS FOR EMERALD WOODS TOWNHOMES

WHEREAS, Brash, L.L.C. has committed to build four (4) owner-occupied rowhomes on the following described real estate:

A PART OF GOVERNMENT LOT 3 IN THE SW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 5, AND A PART OF THE VACATED PORTION OF WHITNEY-PIERCE BEACH SUBDIVISION OF PART OF GOVERNMENT LOT 3 IN SECTION 5, T-90-N, R-37-W OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS: Commencing at the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 5, thence on an assumed bearing of North, along the West line of said Southeast Quarter (SE $\frac{1}{4}$) 33.00 feet; thence South $89^{\circ}40'34''$ East, 98.02 feet to the point of beginning, said point being on the easterly right of way line of Iowa Highway No. 110; thence Northeasterly along the arc of a 3077.8 feet radius curve, concave easterly with a central angle of $25^{\circ}30'$ and whose short chords bear North $12^{\circ}46'20''$ East, 201.62 feet; thence North $15^{\circ}44'37''$ East, 143.23 feet; thence North $18^{\circ}34'44''$ East, 138.9 feet; thence North $21^{\circ}58'18''$ East, 178.13 feet; thence North $25^{\circ}52'50''$ East, 156.6 feet and here ending the circular curve; thence North $24^{\circ}45'47''$ East, 53.20 feet to the Highwater Line of Storm Lake; thence along the Highwater Line of Storm Lake, North $62^{\circ}21'15''$ East, 21.22 feet; thence North $69^{\circ}12'38''$ East, 11.61 feet; thence South $82^{\circ}19'23''$ East, 24.06 feet; thence North $68^{\circ}16'26''$ East, 35.35 feet to the West Line of Lake Shore Drive as platted with Whitney Pierce Beach Addition in February, 1928; thence South $05^{\circ}12'25''$ East, along the West line of said Lake Shore Drive, 217.89 feet; thence North $89^{\circ}46'40''$ West, 44.0 feet; thence South $12^{\circ}26'03''$ West, 51.20 feet to the Northwest Corner of Block 1 of Buck's Addition; thence South $12^{\circ}53'35''$ West, along the West line of Block 1 of Buck's Addition, 593.67 feet to the North line of North Emerald Drive; thence North $89^{\circ}40'34''$ West along a North line of North Emerald Drive 203.58 feet to the point of beginning, containing 3.42 acres more or less; EXCEPT 13,816 SQUARE FEET PARCEL OR 0.32 ACRES IN PART OF A SURVEY IN GOVERNMENT LOT 3 IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW $\frac{1}{4}$ SE $\frac{1}{4}$) OF SECTION FIVE (5), TOWNSHIP 90 NORTH, RANGE THIRTY-SEVEN (37) WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA RECORDED IN MISCELLANEOUS BOOK 28 ON PAGE 913 IN THE BUENA VISTA COUNTY RECORDER'S OFFICE AND BEING MORE FULLY DESCRIBED AS FOLLOWS: Beginning at the Northeast corner of said survey; thence South $05^{\circ}51'21''$ East, a distance of 137.90 feet along the East line of said survey, said line also being the West Right-of-Way of North Emerald Drive; thence North $85^{\circ}42'00''$ West, a distance of 147.73 Feet to a point on the West line of said survey, said line also being the East Right-of-Way of Highway 110; thence Northeasterly, a distance of 58.55 Feet along a curve concave to the East having a radius of 2,852.78 Feet, a central angle of $01^{\circ}10'33''$ and a chord bearing of North $25^{\circ}46'06''$ East, a distance of 58.54 Feet along said West line of survey; thence North $24^{\circ}06'51''$ East, a distance of 5.20 Feet along said West line to the North line of said

survey; thence North 61° 42' 19" East, a distance of 21.22 Feet along said North line; thence North 68° 33' 42" East, a distance of 11.61 Feet along said North Line; thence South 82° 58' 19" East, a distance of 24.06 Feet along said North line; thence North 67° 37' 30" East, a distance of 35.35 Feet along said North line to the point of beginning;

if it can obtain certain financial incentives and consideration from the City of Storm Lake;

WHEREAS, Brash, L.L.C. will complete construction of the four (4) owner-occupied rowhomes project by December 31, 2019 if it undertakes the project;

WHEREAS, the estimated project cost is \$500,000;

WHEREAS, the City of Storm Lake has an inadequate supply of affordable housing for workers in the City and private developers have not been building the number of housing units the City needs;

WHEREAS, the City of Storm Lake desires to provide economic development assistance to Brash, L.L.C. in order to increase the affordable housing stock in the City;

WHEREAS, increasing the housing supply is a public purpose that will be served by offering the financial incentives and considerations set forth below for public improvements related to the construction of the housing; and

WHEREAS, the project will add new assessable tax valuation to the City of Storm Lake.

NOW THEREFORE, be it resolved by the City of Council of the City of Storm Lake, Iowa, as follows:

Section 1. All building permit fees for the project will be waived, including water/sewer hook-up fees and meters.

Section 2. The City will extend the water and sewer public infrastructure to the edge of the above-described real estate property line.

Section 3. The City will curb cut and install an 18' wide drive from the street to the edge of such property line.

Section 4. The City shall follow all required bidding laws for all public improvements.

PASSED AND APPROVED this 17th day of September, 2018.

Michael Porsch, Mayor

ATTEST

Mayra A. Martinez, City Clerk

Staff Summary

9/17/2018

Agenda Item # 12.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Worksession - Storm Water Management**

BACKGROUND: A presentation will be given on the history and impact of storm water management in Storm Lake

FISCAL IMPACT: N/A

RECOMMENDATION: N/A

Staff Summary

9/17/2018

Agenda Item # 13.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **City Council Requested Items**

BACKGROUND: Future City Council Work Sessions:

Unscheduled Items:

1. Review of City Code 10-6-2 and 10-6-3 Related to Sidewalk and Right of Ways for the June 18th, 2018 Regular City Council Meeting (City Staff)

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. Review of City Code 10-6-2 and 10-6-3 Related to Sidewalk and Right of Ways for the June 18th, 2018 Regular City Council Meeting (City Staff)