

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
AUGUST 6, 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. **Code Enforcement Summary Information**
 - D. **Motion Authorizing a Lao Temple Noise Variance**
 - E. **Motion Authorizing Requests Associated with the 2018 Step Up Running Event**
 - F. **Iowa Wireless Lease Second Amendment**
- 3. **Ready, Set, GROW! Learning Center Presentation**
- 4. **Resolution No. 07-R-2018-2019 Approving The FY 2017-2018 Street Finance Report**
- 5. **Ordinance No. 02-O-2018-2019 Amending Chapter 3-1 Garbage Storage and Collection**
- 6. **Motion To Approve Amendment No. 3 To The Agreement For Professional Services For The 10th And Ontario Stormwater Improvement Project**
- 7. **Motion to Approve United Community Health Center Community Development Block Grant Agreement with Iowa Economic Development Authority**
- 8. **Motion to Approve Agreement with Simmering-Cory for Administrative Services for United Community Health Center Community Development Block Grant**
- 9. **Agreement for Iowa Department of Natural Resources Administrative Consent Order**
- 10. **Motion to Approve Agreement with ISG**
- 11. **Resolution No. 08-R-2018-2019 Terminating LMI No. 5 Housing Urban Renewal Plan and ending the LMI No. 5 Housing Urban Renewal Area**
- 12. **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**
- 13. **Resolution No. 09-R-2018-2019 determining the necessity and fixing date for a public hearing on the matter of the adoption of a proposed Amendment No. 2 to the Urban Revitalization Plan**
- 14.

**Resolution No. 10-R-2018-2019 Approving Change Order No. 1 for the 7th & Geneseo
Sanitary Sewer Project**

15. **Worksession - Chapter 10-6 Public Ways**
16. **City Council Requested Items**
17. **Adjourn**

Meeting Protocol

If you wish to speak today, please:

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

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

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



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Staff Summary

8/6/2018

Agenda Item # A.



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

FROM:

SUBJECT: Consideration of Changes in Agenda and Setting the Agenda

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

8/6/2018

Agenda Item # B.



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

FROM:

SUBJECT: Disclosure by City Council Members

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

8/6/2018

Agenda Item # A.



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

FROM: 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 July 16, 2018 City Council Minutes
- Approve New Liquor License for Wat Lao Simong Khoun Chantalaram - 6018 Rothmoor RD (five day sale), Oasis Night Club, and Pro Day Spa (contingent of dram shop and background submittal)
- Approve renewal Liquor License for Dyno's #33, Boz Wellz, and Waterview (KofC)
- Approve New Cigarette Permit for Casey's General Store #3679 and BW Gas & Convenience Retail, LLC dba Yesway#1169
- Approve the Code Enforcement Summary information (see staff summary)
- Approve Lao Temple Noise Variance for September 1st & 2nd, 2018 (see staff summary)
- Approve Requests Associated with the 2018 Step Up Running Event for September 1st, 2018 (see staff summary)
- Approve Iowa Wireless Lease Second Amendment (see staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$948,948.54
- King's Pointe & Sunrise Pointe Golf Course Bills - \$474,737.38

The City will receive the following revenues:

- Liquor license - \$2,747.50
- Cigarette - \$150.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ Minutes - July 16, 2018	Minutes
☐ List of Bills	List of Bills
☐ King's Pointe and Golf Course - List of Bills	List of Bills
☐ Wat Lao Simong Khoun Chanthalam - Liquor Application	Application
☐ Oasis Night Club LLC - Liquor Application	Application
☐ Pro Day Spa - Liquor Application	Application
☐ Dyno's #33 - Renewal Application	Application
☐ Dyno's #33 - Liquor Report	Backup Material
☐ Boz Wells - Application	Application
☐ Boz Wells - Liquor Report	Backup Material
☐ Waterview Application	Application
☐ Waterview - Liquor Report	Backup Material
☐ Casey's Store #3679 Cigarette Application	Application
☐ Yesway #1169 Cigarette Application	Application

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
JULY 16, 2018 5:00 P.M.**

Present: Mayor Michael Porsch, Council Members Jose Ibarra, Tyson Rice, Dan Smith, Bruce Carlson, and Bruce Engelmann. Absent: None. 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, Wastewater Treatment Plant Superintendent Mark Streed, Finance Director Brian Oakleaf, and City Clerk Mayra Martinez

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

Agenda – Moved by Council Member Smith to approve July 16, 2018 City of Storm Lake Council Agenda as presented. Seconded by Council Member Ibarra. Vote: All ayes with Council Member Carlson absent. Motion carried.

Disclosure by City Council Members - Council Member Rice abstained from agenda item 8 3rd reading Chapter 5-8 of the housing code regarding rental properties of which he has rental properties.

Hear the Public – none

Consent Agenda – Moved by Council Member Ibarra to adopt Resolution No. 05-R-2018-2019 approving the consent agenda which includes the list of bills check #'s 58812 through 58849 and ach batches #2017.07.03, 2017.07.03. 2018.07.03 and 503.07.2018, and King's Pointe and Sunrise Pointe disbursements. Approve the July 2, 2018 minutes, renewal liquor license for El Mexicano and Casey's General Store #3030, re-appoint Tony Statz, Andriette Wickstrom and Trevina Jefferson to the Planning and Zoning Commission, appointed Brian Oakleaf to the Landfill Commission, Mary Beth Andrews and Robert Payer to the Mayor's Advisory Committee Parks, Trees and Urban Forest. Approve the Code Enforcement summary information provided by the Public Safety Director Mark Prosser. Approving requests associated with the 2018 Kiwanis Triathlon for Saturday, August 18, 2018, approving requests associated with the 2018 Kiwanis Car Show & Santa's Castle Labor Day weekend event for Sunday, September 2, 2018 in Chautauqua Park, approving requests associated with the 2018 SLHS Beach Party for Thursday, September 6, 2018 from 5:00 pm until 8:00 pm. Seconded by Council Member Engelmann. Roll Call Vote: All ayes with Council Member Carlson absent. Motion carried.

RESOLUTION NO. 05-R-2018-2019

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

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

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To further approve the minutes as presented to the Council for the regular City Council meeting July 2, 2018 Council meeting.

To further approve a liquor license renewals for Casey's Store #3030 and El Mexicano.

To further approve Re-appointment Tony Statz, Andriette Wickstrom and Trevina Jefferson to the Planning and Zoning Commission, Brian Oakleaf to the Landfill Commission. Mary Beth Andrews to the Mayor's Advisory Committee Parks, Trees and Urban Forest.

To further approve the Code Enforcement Summary information.

To further approve the requests associated with the 2018 Kiwanis Triathlon for Saturday, August 18, 2018 beginning on or about 8:00 am. Requesting the use of Awaysis Park and the Awaysis Park beach from 4:00am until 12:00pm, closure of the west Awaysis Park parking lot from 4:00am until 12:00pm, event permit to be issued with approved routes, Noise Variance at the Awaysis Park venue from 7:00am until 12:00pm

To further approve the requests associated with the 2018 Kiwanis Car Show and Santa's Castle Fundraiser for September 2, 2018 in Chautauqua Park. Permission to use Chautauqua Park for the event venue, to fence off the western side of Chautauqua Park to create the car show venue and for the use of city fencing, for food & craft sales in the park venue, for games within the venue, to close Chautauqua Park Drive from the park's maintenance building west to Lakeshore Drive from 8:00am until 5:00pm, and noise variance for the venue from 8:00am until 5:00pm for vehicle engine performances and amplified music.

To further approve the request associated with the 2018 Storm Lake High School Beach Party for Thursday, September 6, 2018 from 5:00 pm until 8:00 pm in the 600 block of Lake Avenue. Approve closure of the 600 block of Lake Avenue from 4:00pm until 9:00pm on 9-6-2018, food sales, merchandise sales and games within the venue, and Noise Variance for the venue from 4:00 pm until 9:00 pm.

PASSED AND APPROVED this 16rd day of July, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Iowa Lake's Corridor Update - Kiley Miller with the Iowa Lake Corridor presented the quarterly report of the activities of the Iowa Lakes Corridor.

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Storm Lake Marina – Moved by Council Member Smith to untable item regarding approving the Storm Lake Marina Operator Contract Amendment No. 1. Seconded by Council Member Ibarra. Vote: All ayes with Council Member Carlson absent. Motion carried.

Agenda item regarding the Storm Lake Marina Operator Contract Amendment No. 1 dies due to lack of motion.

Moved by Council Member Smith to approve the revised Storm Lake Marina Operator Contract Amendment No. 1. Seconded by Council Member Smith. Vote: Ayes - Council Member Smith and Ibarra; Nay - Council Member Engelmann and Rice; Absent – Council Member Carlson. Motion fails.

Hazard Mitigation Plan – Mayor Porsch opened the public hearing on City of Storm Lake's Hazard Mitigation Plan stating that this was the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Moved by Council Member Engelmann to adopt Resolution No. 06-R-2018-2019 approving the City of Storm Lake Hazard Mitigation Plan for Buena Vista County. Seconded by Council Member Rice. Roll call vote: All ayes with Council Member Carlson absent. Motion carried.

City of Storm Lake, Iowa

Resolution Adopting Hazard Mitigation Plan

Resolution No. 06-R-2018-2019

A RESOLUTION OF THE CITY COUNCIL OF STORM LAKE, IOWA ADOPTING A HAZARD MITIGATION PLAN FOR BUENA VISTA COUNTY

WHEREAS, the City Council of Storm Lake, Iowa has authorized the development of a Multi-Jurisdictional Hazard Mitigation Plan for Buena Vista County; and,

WHEREAS, a Public Hearing has been held in the City Hall in Storm Lake for the purposes of obtaining citizen input on the Multi-Jurisdictional Hazard Mitigation Plan.

NOW THEREFORE BE IT RESOLVED, that the City Council of Storm Lake, Iowa, herewith adopts said plan, incorporating citizen comment and recommendations.

PASSED AND ADOPTED THIS 16th DAY OF JULY, 2018.

SIGNED:

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Housing Code – Moved by Council Member Smith to pass on the 3rd reading Ordinance No. 01-O-2018-2019 amending Chapter 5-8 of the Housing Code. Seconded by Council Member Ibarra. Roll call vote: Ayes – Council Member Engelmann, Smith, and Ibarra; Abstain – Council Member Rice; absent - Council Member Carlson. Motion carried.

ORDINANCE NO. 01-O-2018-2019

ORDINANCE AMENDING CHAPTER 5-8 OF TITLE V OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TITLED “HOUSING CODE,” TO REVISE REQUIREMENTS RELATING TO THE INSPECTION OF RESIDENTIAL RENTAL UNITS

WHEREAS, the City Council of the City of Storm Lake, Iowa, has determined that Chapter 5-8 of Title V of the City Code of the City of Storm Lake, Iowa should be amended to revise some requirements relating to the City’s inspection of residential rental units;

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

Section 1. Chapter 5-8 of Title V of the City Code of the City of Storm Lake, Iowa, is hereby amended as follows:

a. Section 5-8-9, captioned, “REGISTRATION; REGISTRATION FEES,” is deleted and, in lieu thereof, the following new Section 5-8-9, captioned “REGISTRATION; REGISTRATION FEES,” is inserted:

Section 5-8-9 REGISTRATION; REGISTRATION FEES

The owner or owners of each residential unit held out for rental to the public shall register that rental unit and their ownership thereof with the City by filling out a form approved by the City Manager. Such registration shall be done annually during the period July 1 of each fiscal year through and including August 31 of such fiscal year. For new rental housing, housing newly converted to rental housing, or new ownership of rental housing, such registration shall take place within the thirty (30) day period immediately following the change of ownership or first occupancy of a rental unit by a tenant or tenants. Owners shall pay a registration fee in an amount fixed from time to time by resolution of the City Council of Storm Lake, Iowa. The owner or owners shall pay an additional late registration fee in an amount fixed from time to time by resolution of the City Council of Storm Lake, Iowa for any rental unit which is not registered within the time frame set forth above. If a rental unit is registered for the fiscal year July 1 to June 30 of the following year and it is sold or conveyed to a new owner during the fiscal year, the old owner shall notify the City Clerk of the change of ownership. The City shall not assess a fee for recording a change of ownership.

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The owner or the owner's designated manager shall attend a training session for rental unit owners given by the City within twelve (12) months of the first registration of a rental unit or units by the owner of such unit or units in the City of Storm Lake, Iowa. The housing inspectors providing such training shall provide persons attending such training with a certificate which documents their attendance.

The City Housing Inspector is hereby authorized to schedule such inspections of the rental units as are required to ensure compliance and shall attempt to work with the owner or owners to find a mutually agreeable time during business hours to make the inspection. At the time scheduled for the inspection, the owner or owners shall ensure that one or more of them are available to show the premises or they may arrange to have the premises shown by any other responsible adult they may designate. If the inspector arrives at the time scheduled and no person is available to show the premises to him, the owner or owners shall pay a "no show" fee in an amount fixed from time to time by resolution of the City Council of Storm Lake, Iowa and the inspection shall be rescheduled for the earliest appropriate time.

If the housing inspector discovers conditions not in compliance with the housing code, the inspector shall so notify the owner or owners and shall set a date by which the violations shall be brought into compliance. The amount of time allowed by the inspector shall vary depending upon the circumstances with the greatest urgency being required for those violations which pose a serious threat to human health or safety. At the expiration of the time in which the violation must be brought into compliance, the housing inspector shall reinspect the premises to determine compliance. A fee in an amount fixed from time to time by resolution of the City Council of Storm Lake, Iowa shall be charged for the first reinspection and all additional reinspections which are required because of an owner's failure to bring a unit into compliance following the housing inspector's initial notification to the owner of conditions that are not in compliance with the housing code.

The owner or the owner's designated manager shall inspect all required smoke detectors in his rental unit or units between July 1 and July 31 at the beginning of each fiscal year ending June 30 and again between January 1 and January 31 of the same fiscal year. The owner or the owner's designated manager shall ensure that all such smoke detectors are installed and working properly. Within ten days of each period allowed by this ordinance for the required inspection of smoke detectors, the owner or the owner's designated manager shall submit a written certification to the City Clerk, on a form prescribed by the City of Storm Lake, Iowa, in which the owner or the owner's designated manager certifies that, at the time of the inspection, all smoke detectors required by the housing code were properly installed in the locations required by such code and that all such smoke detectors were working properly. Compliance with this smoke detector inspection requirement by an owner shall be one factor that the housing

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inspector may consider in determining the frequency of inspections by the housing inspector of any unit owned by the owner.

b. Section 5-8-11 captioned, “MUNICIPAL INFRACTION,” is deleted and, in lieu thereof, the following new Section 5-8-11, captioned “MUNICIPAL INFRACTION,” is inserted:

Section 5-8-11 MUNICIPAL INFRACTION

Violation of any of the requirements set forth in this Chapter shall constitute a municipal infraction. Normally, if the Housing Inspector/Building Official discovers deficiencies that require correction, a municipal infraction will not be filed unless the owner fails to correct the deficiencies within the time allowed but they may, if circumstances warrant, file a municipal infraction upon initial discovery of a violation.

In addition, any person who knowingly makes a false statement in a certification required under Section 5-8-9 with respect to smoke detectors commits a municipal infraction and shall be subject to the penalties and alternative relief authorized by Title 1, Chapter 20 of this Code and by Section 364.22 of the Code of Iowa.

Section 2. 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 September 1, 2018, following its passage, approval, and publication as provided by law.

PASSED AND APPROVED this 16th day of July, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Garbage Storage and Collection – Mayor Porsch opened the public hearing for Ordinance Amending Chapter 3-1 Garbage Storage and Collection stating that this was time and place for any comments. Lori Dicks, Beth Overmohle, and Andriette Wickstrom stated their comments and concerns to the Council along with Don Piercy letter was read to the Council. Hearing no additional comments the Mayor then closed the public hearing.

Moved by Council Member Smith to pass the 1st reading for Ordinance No. 02-O-2018-2019 Amending Chapter 3-1 Garbage Storage and Collection. Seconded by Council Member Ibarra.

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Roll call vote: Ayes – Council Member Engelmann, Smith, and Ibarra; Nays- Council Member Rice; Absent – Council Member Carlson. Motion carried.

Adjournment – Moved by Council Member Engelmann to adjourn the meeting at 5:57 pm. Seconded by Council Member Ibarra. Vote: All ayes with Council Member Carlson absent. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Vendor Name	Payable Description	Total Payments
A & A Automotive	Tire Repairs	261.6
ABC Pest Control, Inc	Pest Control Services	100
AFLAC	Aflac withholdngs	541.4
Ahlers & Cooney, P.C.	Labor Relation Legal Services	1038
Alpha Wireless Communications	Portable Radio Repairs	99
American Future Systems, Inc	FY2019 Subscription- Hill	299
Arctic Glacier International Inc	Ice	519.22
Arnold Motor Supply, LLP	Vehicle Supplies	131.85
Ashley Ronk	Admin Professional Conference Reimbursement	16
Bomgaars Supply, Inc	Misc Supplies	1057.37
Box Elder Valley, Inc	Landscape Rhapsody for Park	3009.75
Buena Vista County Attorney	Collection Services	78.25
Buena Vista County Emergency Manage	FY2019 Emergency Management Services	3180
Buena Vista County Solid Waste	Recycling Services	163.28
Buena Vista County Treasurer	1986 Steel Kenner Marine Dakotah Dredge Sale	40000
Builders FirstSource Inc	Storage Building	1966.95
Buoys Bar & Grill LLC	Dock Work in May 2018	14595.59
Cintas First Aid & Safety	First Aid Supplies	61.22
CNH Industrial America LLC	Hyd Leak Repairs	64.79
Collection Services Center	Child Support payments	374.76
Consolidated Management	Meals for Jason Feather	1293.9
Dale Vitito	Uniform- Feather	2031.74
Eastern Aviation Fuels, Inc	Jet A Fuel	40003.2
Ed M. Feld Equipment Company, Inc	Hydro Test	35
Edwards Storm Lake	Transmission Repairs	1105.51
EFTPS	Federal withholding taxes	26113.89
Emmons & Olivier Resources, Inc	Design Services through 6/1/2018	16322.2
Employee Group Services, Ltd	8/1/2018 Flex	81.49
Employee Group Services, Ltd	7/31/2018 Claims	4715.56
Ferguson Enterprises, Inc	Supplies	62.29
Fire Engineering	FY2019 Subscription	39
Gateway Center Associates LP	Hotel- Martinez	389.76
General Traffic Controls, Inc	Traffic Signal Equipment	132.4
George Remer	Commercial Appraisal- Russell Street Park	8000
Graham Tire	Tire Repairs	39
Grundman-Hicks, LLC	Valve Replacements	4198.55
Hy-Vee, Inc	IPTV Cat in the Hat Supplies	332.61
I & S Group, Inc	Final Design Services through 6/30/2018	5156.5
ICMA Retirement Trust 457	ICMA withholdings	2671.89
Iowa Dept of Natual Resources	FY2019 NPDES General Permit- Airport	175
Iowa Office Supply Inc	Office Supplies	71.35
Iowa Police Chiefs Association	Training- Cole	125
Iowa Prison Industries	ILEA Uniforms for Jason Feather	316.5
Iowa Public Employees	IPERS withholdings	12472.05
James M. Sweeney & Assosicates, Inc	Background Checks	137
Jeff DeWall	4rd Qtr FY2018 RIDES	193
Jeff Koenig	Portable Toilet Services- June 2018	260
Jessica Meyer	Admin Professional Conference Reimbursement	162
John Healy	Pay Request #3 of 10th & Ontario SW Project	263210.75
JSC Inc	Water Supplies	7.95
Juan Ocegueda	BP Refund Check	22.02
Justin Meader	Service Call for Flow Meters	558
Keller Plumbing, Heating, & Air LLC	Freon	97.5
King's Pointe Resort	Cottage Expenses through 6/30/2018	11663.11
L & G Products, Inc	Chamicals	108.87
Lakeshore Cyclery & Fitness, Inc	Bicycle Repairs	134.98
Long Lines	Phone Service	2325.45
Mangold Environmental Testing, Inc	Shipping Services	7.15
Martin V Marten	Clock Engraving- Hill	7.5
Martin's Flag Company Co, Inc	Flags	89.8
Mass Mutual	457 plan withholding	500
Michael Reinert	Float Brackets	201.39
Mississippi Lime Company	Lime	28471.93
Muni Fire/Police Retire	MFPRSI withholdings	14126.95
Northwest Iowa League of Cities	FY2019 Membership	75
NW Iowa Planning & Development Com	FY2019 SHIELD Draw #1	2000

O'Reilly Automotive Inc	Wiper Fluid	13.74
Petersen Manufacturing	Plaque	49.66
Plumbing & Heating Wholesale, Inc	Supplies	91
Praxair Inc	Carbon Dioxide	1227.06
Quality Truck Care Center, Inc	2017 Western Star 4700SF	145000
Rasmussen's Ford Inc	Oil Cooler	503.33
Rebnord Technologies, Inc	Backup Server	31554.35
Reding's Gravel & Excavating Co., Inc	Hauling Service for Brown Bear	543.62
Regional Transit Authority	4th Qtr FY2018 Rides	211
RJ Thomas Manufacturing Compnay, Inc	Decals	312
Seiler Plumbing an Heating, Inc	Sewer Cleaning Site 609	210
Siouxland Turf Products	Chemical	567.25
Smith Concrete Service Inc	Concrete	7662
Steven A Beeck	Window Cleaning Services	37
Storm Lake Hydraulics Co, Inc	Hyd Hose & Ends	133.17
Teamsters Local Union 554	08/01/2018 payroll withholding	283.5
Treasurer State of Iowa	State withholding taxes	5874.49
Twin Rivers Media, LLC	Advertising	300
Tyler Technologies, Inc	Software Integration Services	7059.53
University Enterprises, Inc	WasteWater Classes- Pedersen	200
UPS	Shipping	48.07
Utility Equipment Co	Restraint Coupling	502.18
Vetter Equipment	Spark Plug & Supplies	38.25
W. W. Grainger, Inc	Valves, Gaskets, & Adapters	1007.74
WalMart #01-1526	Supplies	474.41
Willco Inc	Final Clarifier Coating	31197
Ziegler, Inc	Annual Service Contract for Wells & Generators	11132.32
AFLAC	PR Batch 00552.07.2018 Aflac After tax	\$541.40
Auxiant - Fixed Account	August 2018 Insurance Premium	\$18,260.58
Auxiant - Flex Account(2)	7/25/2015 Flex	\$181.86
Auxiant - Claims Account(2)	7/23/2018 Claims	\$7,097.81
Bart's Flying Service	July 2018 Airport Contract	\$5,293.15
City of Storm Lake	PR Batch 00552.07.2018 Health Insurance Single	\$4,482.47
Collection Services Center	PR Batch 00552.07.2018 Child Support Payments to Iowa	\$374.76
Culligan	Water Supplies	\$7.95
EFTPS	PR Batch 00552.07.2018 Medicare Employer Portion	\$42,380.08
ITT Hartford AMS RPVA	PR Batch 00552.07.2018 457 Hartford	\$500.00
ICMA Retirement Trust 457	PR Batch 00552.07.2018 ICMA City paid for Police	\$2,621.89
Iowa Public Employees	PR Batch 00552.07.2018 IPERS City Share	\$13,687.54
Iowa Lakes Regional Water	June 2018 Water Service	\$63.49
Karlene Ann Kingery	Books	\$29.95
MidAmerican Energy Company	Electric Service May/June 2018	\$57,930.36
Verizon Wireless Inc	Phone Service- June 2018	\$2,801.49
Muni Fire/Police Retire	PR Batch 00552.07.2018 Muni Police/Fire Pension City	\$14,074.12
Principal Life Ins Co	Insurance Premium August 2018	\$5,225.68
Century Link(2)	July 2018 Phone Service	\$390.87
Teamsters Local Union 554	PR Batch 00552.07.2018 Union Dues	\$283.50
Treasurer State Of Iowa	PR Batch 00552.07.2018 State Income Tax	\$8,684.15
Total Disburments from 7/17/2018 to 8/6/2018		<u>\$ 948,948.54</u>

Operating
City of Storm Lake
Check Register
From 7/13/2018 to 8/3/2018

Vendor	Description	Amount
Weigand-Omega Management Inc	Services	9,119.47
1000bulbs.com	Supplies	252.46
360 Custom Designs, LLC	Services	528.00
ACCO Unlimited Corporation	Supplies	2,212.70
Alliant Energy	Utilities	60.64
American Red Cross	Services	756.00
Ameripride Services, Inc.	Services	134.94
Arnold Motor Supply, LLP	Supplies	4.59
Automatic Door Group	Services	561.81
Bomgaars Supply Inc.	Supplies	655.79
Booking.com B.V.	Services	879.49
Buena Vista County Environmental Health	Services	1,586.50
Buena Vista Regional Healthcare Foundation	Services	170.00
Buena Vista Regional Medical Center	Services	598.00
Carver Hotel Group, LLC	Services	5,790.90
Cintas Corporation	Supplies	1,368.78
Cintas Corporation No. 2	Supplies	652.85
City of Storm Lake- Water Dept.	Utilities	1,474.45
Color-ize	Supplies	2,336.87
COUNSEL	Services	375.63
Crescent Electric Supply Company	Supplies	555.87
Daniels Filter Service	Supplies	233.60
Fischer Enterprises, LLC dba Dippin' Dots, LLC	Food	1,460.28
Donna R. Schroeder	Services	387.34
ECOLAB	Supplies	1,790.91
Expedia, Inc.	Services	338.58
G & R Controls, Inc.	Services	1,681.51
Garbage Hauling Service, Inc.	Utilities	410.96
Genesis Development	Services	120.00
Grainger	Supplies	733.63
GuestSupply	Supplies	3,536.13
Hermel Wholesale	Food	5,982.73
Hobart Sales and Service	Services	309.08
HOGG ROBINSON USA LLC	Services	48.37
HyVee	Supplies	633.91
JG.UAVs Drone Service, LLC	Services	912.50
Joyce M. Smith dba Joyce's Greenhouse	Services	9,124.50
Julius Cleaners	Services	138.75
Citadel Communications Company LTD dba KCAU TV	Advertising	1,395.09
Long Lines LLC	Utilities	2,738.80
M3 Accounting + Analytics	Services	506.52
Martin Bros. Distributing Co., Inc.	Food	336.06
Mediacom	Utilities	459.90
Modern Sound Engineering	Services	321.00
Nelson's Premix and Vet Supply	Supplies	864.85
Office Elements	Services	496.87

Michael P. Reinert dba Olsen Welding & Machine	Services	45.00
Oracle America, Inc.	Services	130.80
Orkin, 536-Sioux City, IA	Services	305.31
Paul A. Grieme	Services	690.00
Bottling Group, LLC dba Pepsi Beverages Company	Beverages	2,634.21
Plumbing and Heating Wholesale, Inc.	Supplies	153.58
Power Solutions Inc.	Services	349.92
Quore Systems, LLC	Services	285.00
Rebnord Technologies, Inc.	Services	4,252.38
Rent-All Inc.	Services	455.00
Sac County Newspapers Inc.	Advertising	178.50
Shoes for Crews, LLC	Supplies	50.36
Sojern, Inc.	Services	1,000.00
South Central Communications Corporation	Services	95.00
Star Leasing LLC	Services	460.26
Steven A. Beeck dba Steve's Window Service	Services	294.25
Storm Lake Ace Hardware	Supplies	782.81
Storm Lake Community School District	Services	120.00
Storm Lake Times	Advertising	42.80
Storm Lake Whitecaps	Supplies	600.00
Sysco Iowa, Inc.	Food	35,086.02
Travel and Transport, Inc.	Services	600.60
Diane Mullahy	Services	12.90
Ultramar Travel Management, Inc.	Services	63.60
UPS	Services	23.68
USFI	Services	420.86
Verizon Wireless	Utilities	278.92
Vista Paints	Supplies	267.72
Vizergy	Services	1,606.90
Water Safety Products, Inc.	Supplies	1,199.66
Reel Time Rentals	Agreement	3,871.22
Paul Christian Konobeck	Services	500.00
Weigand Omega Management Payroll	Payroll	106,343.81
Iowa Department of Public Health	Services	1,210.00
City of Storm Lake	Utilities	16,121.61
Weigand-Omega Management Fee	Services	20,410.54
Weigand-Omega Management Inc	Services	5,618.27
1000bulbs.com	Supplies	99.91
360 Custom Designs, LLC	Services	528.00
ACCO Unlimited Corporation	Services	2,313.32
Alliant Energy	Utilities	41.25
American Hotel Register Company	Services	98.92
Ameripride Services, Inc.	Services	134.94
Bomgaars Supply Inc.	Supplies	856.04
Builders FirstSource Inc	Supplies	29.22
Carver Hotel Group, LLC	Services	5,680.90
Cintas Corporation	Supplies	2,114.97
Color-ize	Supplies	1,823.02
Doll Distributing LLC	Beverages	72.00
ECOLAB	Supplies	1,617.90
Feld Fire	Services	90.00

Fox World Travel	Services	21.80
Frigitec Inc.	Services	500.93
Garbage Hauling Service, Inc.	Utilities	442.40
Golf Products, Inc.	Supplies	242.80
Grainger	Supplies	102.15
GuestSupply	Supplies	3,672.51
Herald Publishing Company	Advertising	494.00
Hermel Wholesale	Food	6,721.23
HOGG ROBINSON USA LLC	Services	10.90
HyVee	Food	416.30
Iowa Sportsman	Advertising	300.00
Jesse Wipperling	Services	550.00
King's Pointe Resort	Services	1,213.05
Mangold Environmental Testing, Inc.	Services	130.00
Mediacom	Advertising	467.40
Megan Loutsch	Services	73.83
Nelson's Premix and Vet Supply	Supplies	1.82
Office Elements	Services	271.97
Omega World Travel	Services	38.70
Bottling Group, LLC dba Pepsi Beverages Company	Beverages	5,119.17
Pilot Tribune	Advertising	44.57
Pitney Bowes Global Financial Services Inc.	Services	85.46
Plumbing and Heating Wholesale, Inc.	Supplies	23.96
Precision Dynamics Corporation	Services	1,858.61
Quore Systems, LLC	Services	285.00
Rehab Systems, Inc.	Services	275.00
Rex Rimmer	Reimbursement	30.00
Rustic River Winery & Vineyards, LLC	Beverages	131.88
Sarah Anne Morphew	Services	909.50
Sceptre Hospitality Resources, LLC	Services	2,902.35
Schumacher Elevator Company	Services	1,042.59
Siouxland Woman Magazine	Advertising	200.00
Steven A. Beeck dba Steve's Window Service	Services	214.00
Storm Lake Ace Hardware	Supplies	649.52
Sysco Iowa, Inc.	Food	35,158.82
Travel and Transport, Inc.	Services	220.80
Diane Mullahy	Services	21.80
TY Inc.	Supplies	235.22
UPS	Services	77.65
Verizon Wireless	Utilities	278.92
Vizergy	Services	300.00
Water Safety Products, Inc.	Supplies	429.47
Weigand Omega Management Payroll	Payroll	679.21
Western Iowa Tourism Region	Services	25.00
Alan Morphew	Refund	400.00
Paul Christian Konobeck	Services	500.00
Martin Bros. Distributing Co., Inc.	Food	2850.13
BOA Services	Services	20.78
Authnet Gateway	Services	20.00
Corporate Lodging	Services	2.13
Iowa Dept of Revenue	Taxes	93731.00

Heartland Payment Services	Services	15519.60
Johnson Brothers	Beverages	845.05
HyVee	Beverages	1066.26
Shift 4	Services	50.00
Long Lines LLC	Utilities	2738.80
Doll Distributing LLC	Beverages	3023.85
		<u>474,737.38</u>

Applicant License Application ()

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

Contact Person

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

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

Term:5 days

Effective Date: 08/30/2018

Expiration Date: 01/01/1900

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Outdoor Service

Sunday Sales

Status of Business

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

Ownership

Meng Lai

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

Insurance Company Information

Insurance Company: <u>Founders Insurance Company</u>	
Policy Effective Date: <u>08/30/2018</u>	Policy Expiration <u>09/04/2018</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective Date	Temp Transfer Expiration Date:

Applicant License Application ()

Name of Applicant: <u>Oasis Night Club llc</u>		
Name of Business (DBA): <u>Oasis Night Club llc</u>		
Address of Premises: <u>200 E Railroad</u>		
City <u>Storm Lake</u>	County: <u>Iowa</u>	Zip: <u>50588</u>
Business <u>(712) 730-3550</u>		
Mailing <u>609 peterson st</u>		
City <u>ALTA</u>	State <u>IA</u>	Zip: <u>51002</u>

Contact Person

Name <u>Daniel and Julia</u>	
Phone: <u>(712) 730-3550</u>	Email <u>oasisiowa@yahoo.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 07/17/2018

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

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

Ownership

Daniel Ramos-Garcia

First Name: <u>Daniel</u>	Last Name: <u>Ramos-Garcia</u>	
City: <u>alta</u>	State: <u>Iowa</u>	Zip: <u>51002</u>
Position: <u>owner</u>		
% of Ownership: <u>50.00%</u>	U.S. Citizen: <u>No</u>	

julia Navarro

First Name: <u>julia</u>	Last Name: <u>Navarro</u>	
City: <u>alta</u>	State: <u>Iowa</u>	Zip: <u>51002</u>
Position: <u>co owner</u>		
% of Ownership: <u>50.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Founders Insurance Company</u>

Policy Effective Date: 07/17/2018

Policy Expiration 07/17/2019

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Applicant License Application ()

Name of Applicant: <u>Martha Smith</u>		
Name of Business (DBA): <u>Pro Day Spa</u>		
Address of Premises: <u>111 Salebarn Rd Ste 7</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(712) 732-6064</u>		
Mailing <u>5486 115 th ave</u>		
City <u>storm lake</u>	State <u>IA</u>	Zip: <u>50588</u>

Contact Person

Name <u>Martha Smith</u>	
Phone: <u>(712) 299-5615</u>	Email <u>nailartgreen@yahoo.com</u>

Classification Class C Native Wine (WCN)

Term:12 months

Effective Date: 08/10/2018

Expiration Date: 01/01/1900

Privileges:

Class C Native Wine (WCN)

Status of Business

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

Ownership

Martha Smith

First Name: <u>Martha</u>	Last Name: <u>Smith</u>
City:	State: <u>Iowa</u> Zip: <u>50588</u>
Position: <u>owner</u>	
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>

Insurance Company Information

Insurance Company: <u>CAPITOL INDEMNITY CORP</u>	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Applicant License Application (BC0027240)

Name of Applicant: <u>Dyno Oil Co., Inc.</u>		
Name of Business (DBA): <u>Dyno's #33</u>		
Address of Premises: <u>1201 Lakeshore Dr</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(712) 262-2921</u>		
Mailing <u>216 E Milwaukee</u>		
City <u>Spencer</u>	State <u>IA</u>	Zip: <u>51301</u>

Contact Person

Name <u>John Long</u>	
Phone: <u>(712) 262-2921</u>	Email <u>dynojohn@smunet.net</u>

Classification Class C Beer Permit (BC)

Term:12 months

Effective Date: 09/01/2018

Expiration Date: 08/31/2019

Privileges:

Class C Beer Permit (BC)

Sunday Sales

Status of Business

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

Ownership

John Long

First Name: <u>John</u>	Last Name: <u>Long</u>	
City: <u>Spirit Lake</u>	State: <u>Iowa</u>	Zip: <u>51360</u>
Position: <u>Vice President</u>		
% of Ownership: <u>3.00%</u>	U.S. Citizen: <u>Yes</u>	

Mark Nelson

First Name: <u>Mark</u>	Last Name: <u>Nelson</u>	
City: <u>Spencer</u>	State: <u>Iowa</u>	Zip: <u>513010000</u>
Position: <u>Owner</u>		
% of Ownership: <u>58.00%</u>	U.S. Citizen: <u>Yes</u>	

Del Nelson

First Name: <u>Del</u>	Last Name: <u>Nelson</u>	
City: <u>Wahpeton</u>	State: <u>Iowa</u>	Zip: <u>513510000</u>
Position: <u>Owner</u>		

% of Ownership: 39.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: First Western Insurance

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: June 29, 2018

REFERENCE: LIQUOR LICENSE RENEWAL
DYNOS
1201 E LAKESHORE DR

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

	7-12-2016 to 07-17-2017	7-18-2017 to 6-26-2018
INCIDENTS		
911 Hang up call	0	1
Accident	3	1
Animal Complaint	3	2
Assault	0	1
Bar Check	1	1
Business Security	74	59
Citizen Assist	1	3
Criminal Mischief	0	1
Disturbance	1	0
Extra Security	0	1
Fire Call	0	1
Found Property	0	2
Harassment	1	0
Intoxicated Driver	3	0
Intoxicated Pedestrian	3	1
Juvenile Problem	1	0
Keys Locked In Car	6	3
Motorist Assist	5	3
Parking Complaint	1	0
PR/Talk/Presentation	22	28
Reckless Driver	0	1
Salvation Army Assist	0	1
Station Assignment	1	1
Street Beat	0	26
Suspicious Person	3	0

Theft	5	5
Vehicle Maintenance	2	10
Vehicle Stop	28	21
Welfare Check	0	1

ARRESTS

Assault	1	1
Disorderly Conduct	3	0
Public Intoxication	3	1

Recommendation: Approval of liquor license.

Applicant License Application (LC0027390)

Name of Applicant: <u>Boz-Wellz Inc</u>		
Name of Business (DBA): <u>Boz Wellz</u>		
Address of Premises: <u>507 Erie</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>5058800</u>
Business <u>(712) 732-3616</u>		
Mailing <u>Box 573</u>		
City <u>Storm Lake</u>	State <u>IA</u>	Zip: <u>505880000</u>

Contact Person

Name <u>Cindy Bosley</u>	
Phone: <u>(712) 732-3616</u>	Email <u>bozwellz@bozwellz.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 08/07/2018

Expiration Date: 08/06/2019

Privileges:

Catering Privilege

Class B Wine Permit

Class C Liquor License (LC) (Commercial)

Living Quarters

Sunday Sales

Status of Business

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

Ownership

Cindy Bosley

First Name: Cindy

Last Name: Bosley

City: Storm Lake

State: Iowa

Zip: 50588

Position: Owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>Scottsdale Insurance Company</u>	
Policy Effective Date: <u>08/07/2018</u>	Policy Expiration <u>08/07/2019</u>
Bond Effective	Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: JUNE 11, 2018

REFERENCE: LIQUOR LICENSE RENEWAL
BOZ WELLS
507 ERIE ST

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

	07-12-2016 to 07-15-2017	07-16-2017 to 06-08-2018
INCIDENTS		
Ambulance Call	1	1
Bar Check	1	0
Business Security	4	1
Citizen Assist	1	0
City Code Enforcement	0	1
General Information	4	0
Mental Subject	0	1
Motorist Assist	0	1
PR/Talk/Presentation	1	0
Reckless Driver	0	1
Station Assignment	0	0
Suspicious Person	0	0
Suspicious Vehicle	0	0
Theft	2	0
Traffic Stop	0	3
ARRESTS	none	none

Recommendation: Approval of liquor license.

Applicant License Application (LC0033996)

Name of Applicant: <u>Waterview, Inc.</u>		
Name of Business (DBA): <u>Waterview</u>		
Address of Premises: <u>1507 E. Lake Shore Dr.</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(712) 732-1180</u>		
Mailing <u>PO Box 85</u>		
City <u>Storm Lake</u>	State <u>IA</u>	Zip: <u>50588</u>

Contact Person

Name <u>Darla Stein</u>	
Phone: <u>(712) 732-6386</u>	Email <u>darlastein@evertek.net</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 08/15/2018

Expiration Date: 08/14/2019

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

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

Ownership

Paul Schreier

First Name: <u>Paul</u>	Last Name: <u>Schreier</u>	
City: <u>Storm Lake</u>	State: <u>Iowa</u>	Zip: <u>50588</u>
Position: <u>Director</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Darla Stein

First Name: <u>Darla</u>	Last Name: <u>Stein</u>	
City: <u>Storm Lake</u>	State: <u>Iowa</u>	Zip: <u>50588</u>
Position: <u>Manager</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Illinois Casualty Co</u>

Insurance Company: Illinois Casualty Co

Policy Effective Date: 08/15/2018

Policy Expiration 08/14/2019

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: June 11, 2018

REFERENCE: LIQUOR LICENSE RENEWAL
COLUMBUS CLUB
1507 E LAKESHORE DR

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

	07-12-2016 to 07-17-2017	07-18-2017 to 06-08-2018
INCIDENTS		
Accident Property Damage	0	1
Bar Check	9	10
Business Assist	0	1
Business Security	102	45
Citizen Assist	3	0
City/CO Dept Assist	0	1
Found Property	0	1
Funeral Escort	0	3
General Information	1	1
Hit and Run	0	1
Intoxicated Driver	1	0
Intoxicated Pedestrian	1	0
Keys Locked in Car	0	1
Law Department Assist	0	1
Motorist Assist	0	1
Pedestrian Stop	0	1
PR/Talk/Presentation	12	3
Open Window/Door	1	0
Station Assignment	3	0
Traffic Control	1	2
Traffic Stop	7	23
ARRESTS		
Public Intoxication	1	0

Recommendation: Approval of liquor license.

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S GENERAL STORE #3679
Physical Location Address 207 E MILWAUKEE AVE City STORM LAKE ZIP 50588
Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021
Business Phone Number 515-446-6404

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORE, INC.
Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021
Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒
Types of Products Sold: (Check all that apply)
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐
Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) JULIA L. JACKOWSKI, SECRETARY FOR CASEY'S MARKETING Name (please print) _____
Signature *Julia L. Jackowski* Signature _____
Date 06/19/2018 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$75
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

General Instructions

- Fill in the month, day, and year that this application covers.
- All permits expire annually on June 30th.
- A new application must be submitted every year.
- All items must be completed.
- A permit will not be issued until the application is properly completed and approved.

Business Information

- Fill in the trade name/DBA of the business.
- Fill in the physical location address, city, and ZIP.
- Fill in the mailing address or PO Box, city, and ZIP.
- Fill in the 10-digit telephone number of the business.

Legal Ownership Information

- Check the legal ownership type of the business.
- Fill in the name(s) of the sole proprietor, partnership, the corporation, the LLC, or the LLP that is the legal owner of the business. This is not the store manager or the corporate president. Do not fill in the name of a person unless the type of ownership is sole proprietor.
- Fill in the 10-digit telephone number, fax number, and email address of the legal owner.

Retail Information

- Check the box for the type of sales at the business.
- If you make delivery sales of alternative nicotine or vapor products, also complete an Annual Application for Iowa Cigarette Permit, Tobacco Tax License, or Delivery Seller Permit 70-015.
- Check the types of products sold at the business.
- Check the box that best describes the type of business establishment.
- Print the name of the sole proprietor, the partner(s), or corporate official signing this application.
- Sign and date the application. The application must be signed by the owner, one of the partners, or one of the corporate officers listed above. A preparer's or store manager's signature is not acceptable.
- Return this application and fee to your local jurisdiction: city clerk (within city limits) or county auditor (outside of city limits).

Permit Fees

- The price of a retail permit depends on the location of the business and the month issued.

Location	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun
Outside of city limits	\$50.00	\$37.50	\$25.00	\$12.50
City of less than 15,000	\$75.00	\$56.25	\$37.50	\$18.75
City of 15,000 or more	\$100.00	\$75.00	\$50.00	\$25.00

For City Clerk/County Auditor Only

- Send completed/approved applications within 30 days of issuance to:
Email: iapledge@iowaabd.com
Fax: 515-281-7375

Visit the Iowa Department of Revenue at (<https://tax.iowa.gov>) to find information regarding minimum price, a list of approved brands, a list of licensed distributors, and answers to frequently asked questions.

All retailers need to sign up for the cigarette/tobacco elist (Listserv).

APPLICATION FOR IOWA RETAIL CIGARETTE / TOBACCO PERMIT

For period July 1, 20 18 through June 30, 20 19

PLEASE TYPE OR PRINT LEGIBLY

Please mail this completed application to your local jurisdiction. If you have questions, call your City Clerk (within city limits) or your County Auditor (outside city limits).

I/We hereby make application for a retail permit to sell cigarettes and tobacco products:

BUSINESS INFORMATION

Name of Business/DBA BW GAS & Convenience Retail, LLC dba Yesway #1169

Location Address (Must Have) 1101 Lake Avenue, Storm Lake, IA 50588

Mailing Address 138 Conant Street City Beverly, MA Zip 01915

Type of Sales: ☐ Vending Machine ☒ Over-the-counter Telephone Number ()

Type of Retail Establishment:

☐ bar ☒ convenience store - with gas ☐ convenience store - no gas ☐ drug store ☐ gas station
☐ grocery ☐ hotel/motel ☐ liquor store ☐ restaurant ☐ tobacco store
☐ other

Cigarettes must be sold at the minimum price set by the State of Iowa. Obtain a current copy from the Iowa Department of Revenue Web site at www.state.ia.us/tax or from TaxFax at 1-800-572-3943 (enter form number 71023).

ONLY APPROVED BRANDS OF CIGARETTES OR ROLL-YOUR-OWN PRODUCTS MAY BE SOLD IN IOWA

Any brand not on the list is contraband. In addition, all cigarettes sold in Iowa must have an Iowa Cigarette Tax Stamp affixed to each package. Any violation of contraband or non-Iowa cigarette tax stamped package is subject to seizure and penalties under the provisions of Iowa Code 453A and 453D.

The list of approved brands is always current at <http://www.state.ia.us/tax/business/CigTobIndex.html> and is called IOWA DIRECTORY OF CERTIFIED TOBACCO PRODUCTS MANUFACTURERS — THEIR BRANDS AND BRAND FAMILIES

Go to <http://ellists.idrf.state.ia.us/scripts/wa.exe> and sign up for the Cigarette/Tobacco E-list.

You will receive an e-mail every time the approved list changes or the minimum price changes.

LEGAL OWNER INFORMATION

Type of Ownership: ☐ Individual ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP

Legal Owner BW Gas & convenience Retail, LLC
(Name of Individual, Partnership, Corporation, LLC, or LLP)

Mailing Address 138 Conant Street

City Beverly State MA Zip 01915 Ph Number (978) 720 7500

Fax Number () E-mail Address amrd07@yesway.com

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes and tobacco products.

SIGNATURE OF OWNER, PARTNER(S), OR CORPORATE OFFICIAL

Name (please print): Thomas W. Brown Name (please print):

Signature: Thomas W. Brown Signature:

Date 07/25/2018 Date:

FOR OFFICE USE ONLY

Amount Paid _____
Date Issued _____ ☐ New
Permit # _____ ☐ Renewal

FOR CITY CLERK/COUNTY AUDITOR ONLY PLEASE SEND COMPLETED COPY TO THE IOWA DEPARTMENT OF PUBLIC HEALTH

Name of Issuing City or County _____

LETTER FROM THE CHAIRMAN OF THE BOARD OF DIRECTORS

TO THE STOCKHOLDERS OF THE COMPANY

Dear Sirs: I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the matter mentioned therein. I am sorry to hear that you are dissatisfied with the results of the recent election of directors. I am sure, however, that the directors elected are the best qualified to manage the affairs of the company.

The directors are composed of men of high standing in the community, and I am confident that they will do their best to promote the interests of the company. I am sure that you will be satisfied with the results of their management.

I am, Sir, very respectfully,
Yours truly,
J. H. Smith

Chairman of the Board of Directors

THE COMPANY
123 Main Street
New York, N. Y.

Enclosed for you are the annual report and the statement of the financial condition of the company for the year ending December 31, 1900.

I am, Sir, very respectfully,
Yours truly,
J. H. Smith

Chairman of the Board of Directors

THE COMPANY
123 Main Street
New York, N. Y.

Enclosed for you are the annual report and the statement of the financial condition of the company for the year ending December 31, 1900.

Staff Summary

8/6/2018

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:

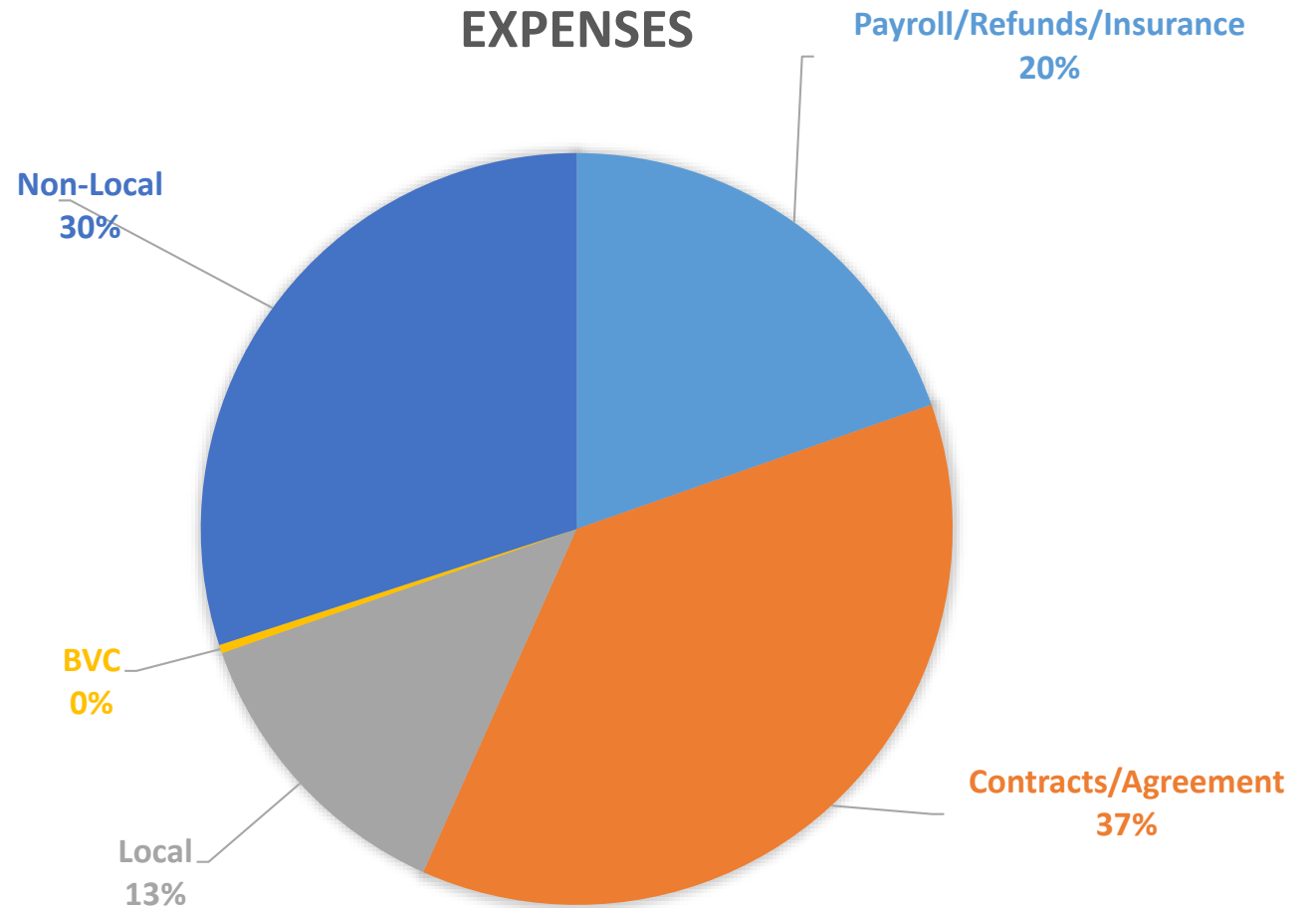
Calculated Expenses	
Payroll/Refunds/ Insurance	\$186,351.84
Contracts/Agreements	\$351,637.72
Local Businesses	\$122,880.03
Buena Vista County Business	\$3,421.53
Non-Local Business	\$284,657.42
Total Expenses	\$948,948.54
Please see attachment for supporting documents	

RECOMMENDATION: Review Buy Local Information

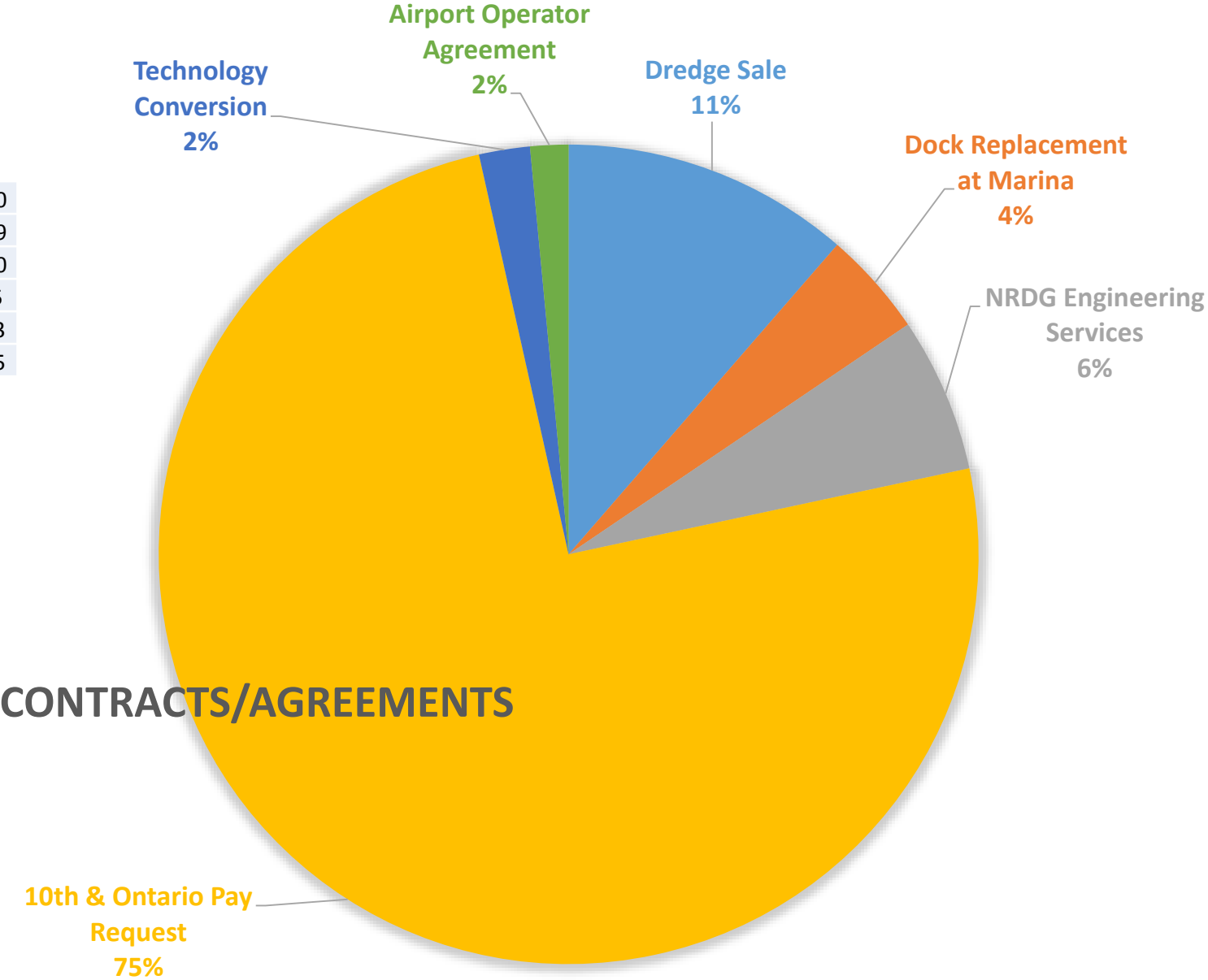
ATTACHMENTS:

Description	Type
 Supporting Documents	Backup Material

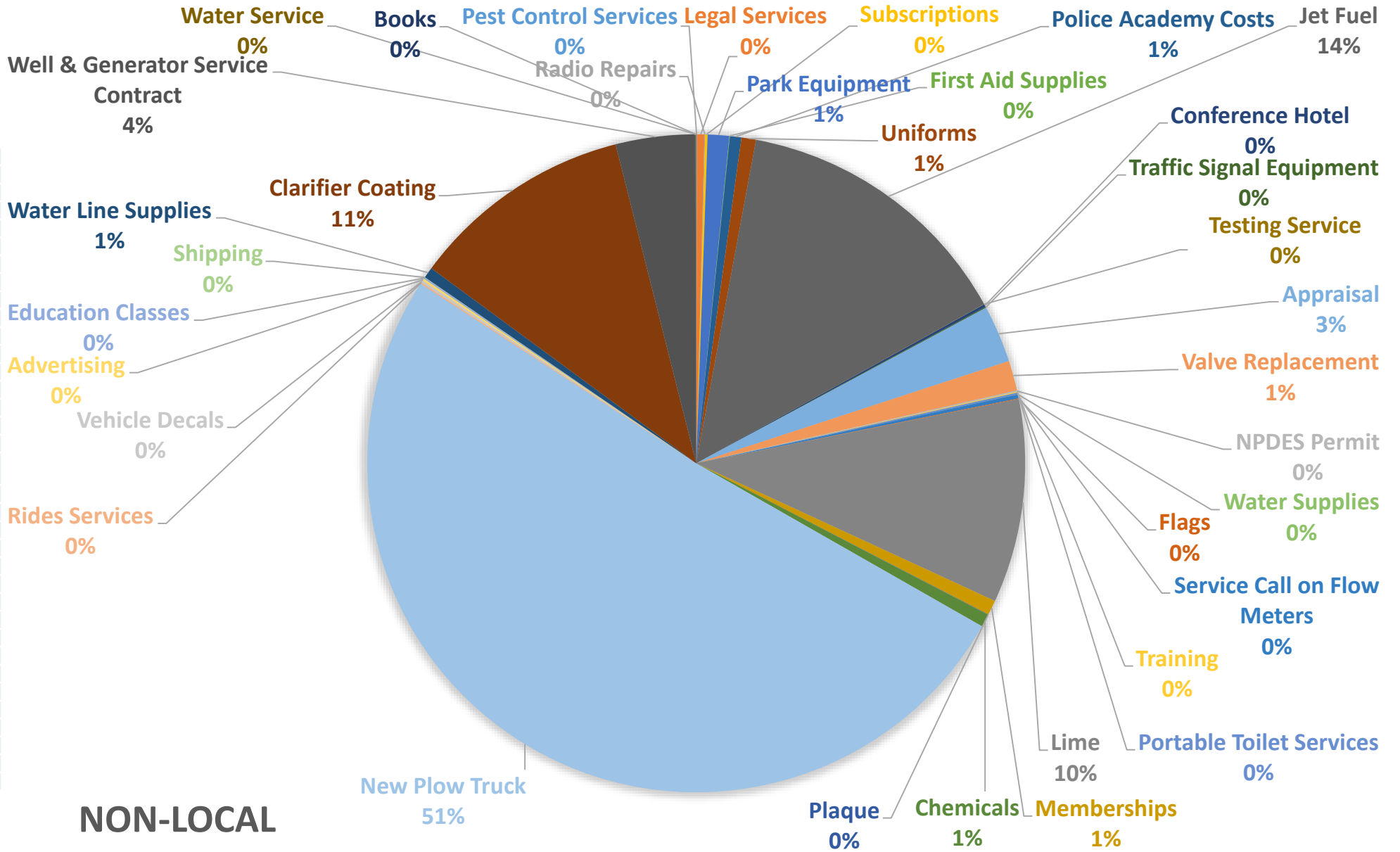
Payroll/Refunds/Insurance	\$186,351.84
Contracts/Agreements	\$351,637.72
Local Businesses	\$122,880.03
Buena Vista County Business	\$ 3,421.53
Non-Local Business	\$284,657.42
Total Expenses	\$948,948.54



Dredge Sale	\$	40,000.00
Dock Replacement at Marina	\$	14,595.59
NRDG Engineering Services	\$	21,478.70
10th & Ontario Pay Request	\$	263,210.75
Technology Conversion	\$	7,059.53
Airport Operator Agreement	\$	5,293.15

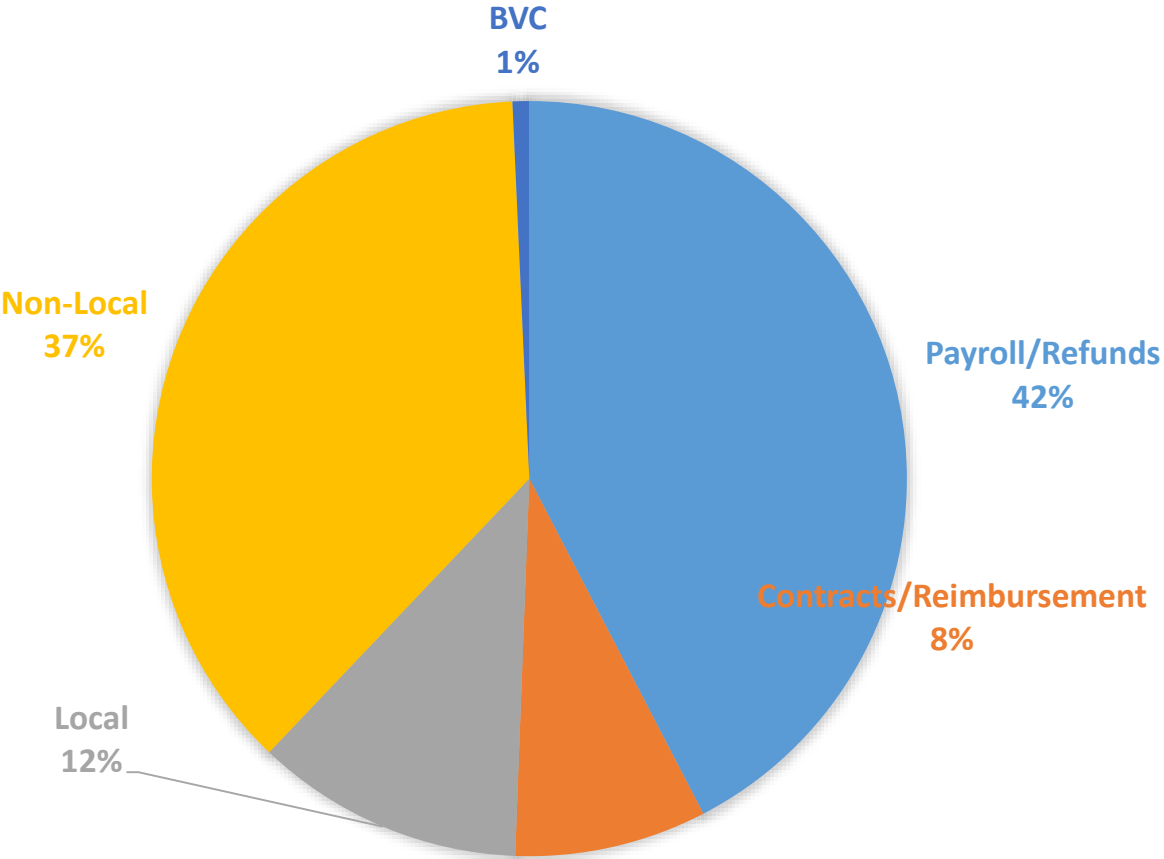


Pest Control Services	\$ 100.00
Legal Services	\$ 1,038.00
Radio Repairs	\$ 99.00
Subscriptions	\$ 338.00
Park Equipment	\$ 3,009.75
First Aid Supplies	\$ 61.22
Police Academy Costs	\$ 1,610.40
Uniforms	\$ 2,031.74
Jet Fuel	\$ 40,003.20
Testing Service	\$ 35.00
Conference Hotel	\$ 389.76
Traffic Signal Equipment	\$ 132.40
Appraisal	\$ 8,000.00
Valve Replacement	\$ 4,198.55
NPDES Permit	\$ 175.00
Training	\$ 125.00
Portable Toilet Services	\$ 260.00
Water Supplies	\$ 7.95
Service Call on Flow Meters	\$ 558.00
Flags	\$ 89.80
Lime	\$ 28,471.93
Memberships	\$ 2,075.00
Plaque	\$ 49.66
Chemicals	\$ 1,794.31
New Plow Truck	\$ 145,000.00
Rides Services	\$ 211.00
Vehicle Decals	\$ 312.00
Advertising	\$ 300.00
Education Classes	\$ 200.00
Shipping	\$ 48.07
Water Line Supplies	\$ 1,509.92
Clarifier Coating	\$ 31,197.00
Well & Generator Service Contract	\$ 11,132.32
Water Service	\$ 63.49
Books	\$ 29.95

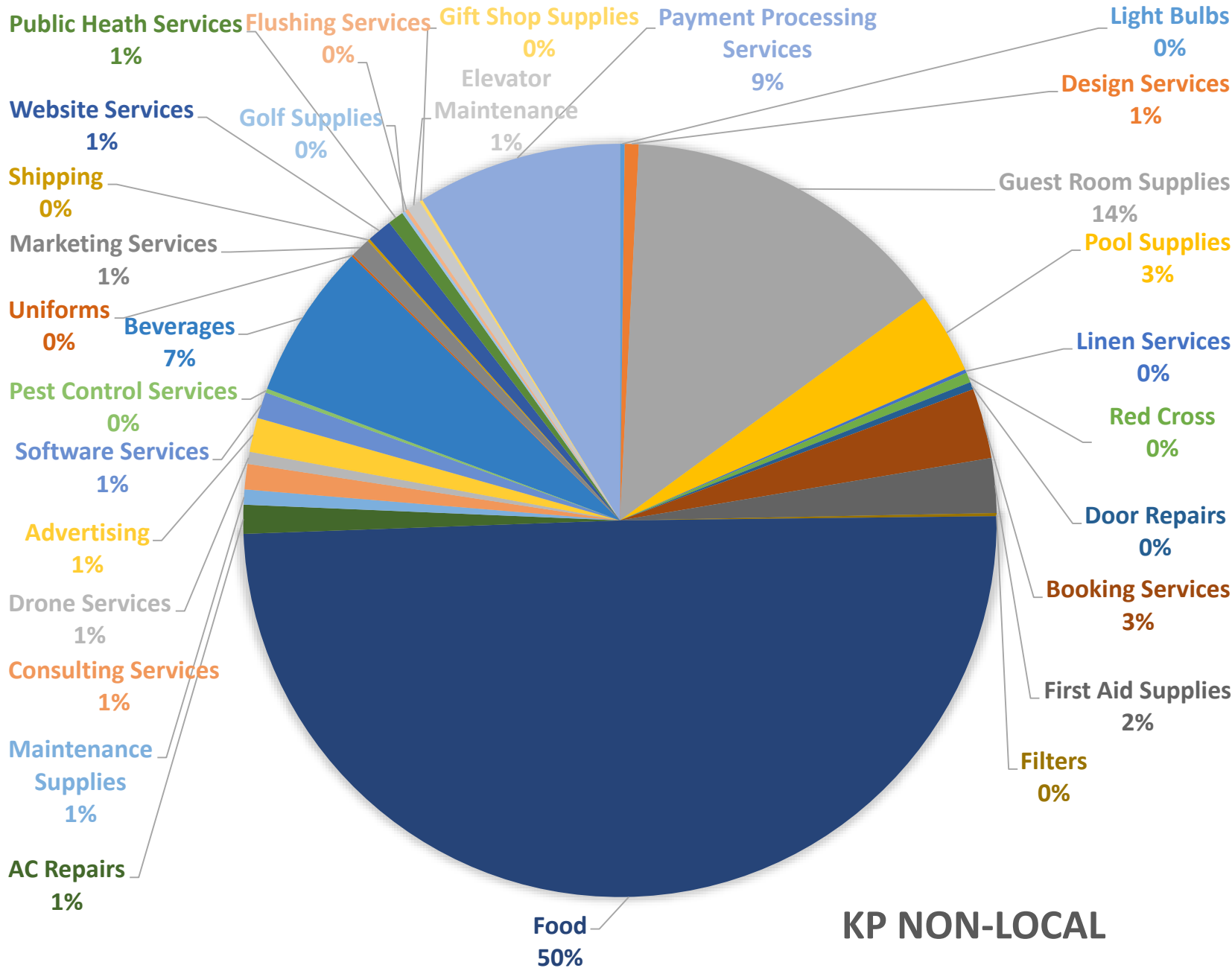


KING'S POINTE EXPENSES

Payroll/Refunds	\$201,184.02
Contract/Reimbursement	\$ 39,019.50
Local Expenses	\$ 54,597.08
Non-Local	\$176,542.36
BV County	\$ 3,394.42
Total Expenses	\$474,737.38



Light Bulbs	\$	352.37
Design Services	\$	1,056.00
Guest Room Supplies	\$	24,991.60
Pool Supplies	\$	6,155.15
Linen Services	\$	269.88
Red Cross	\$	756.00
Door Repairs	\$	561.81
Booking Services	\$	5,310.77
First Aid Supplies	\$	4,136.60
Filters	\$	233.60
Food	\$	87,595.27
AC Repairs	\$	2,182.44
Maintenance Supplies	\$	1,144.86
Consulting Services	\$	1,917.88
Drone Services	\$	912.50
Advertising	\$	2,592.59
Software Services	\$	1,988.58
Pest Control Services	\$	305.31
Beverages	\$	11,826.16
Uniforms	\$	140.36
Marketing Services	\$	1,515.86
Shipping	\$	186.79
Website Services	\$	1,906.90
Public Heath Services	\$	1,210.00
Golf Supplies	\$	242.80
Flushing Services	\$	275.00
Elevator Maintenance	\$	1,042.59
Gift Shop Supplies	\$	235.22
Payment Processing Services	\$	15,519.60



Staff Summary

8/6/2018

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: **Code Enforcement Summary Information**

BACKGROUND: SLPD Code Enforcement Summary Information
July 16, 2018 through July 26, 2018

Total Contacts	45
Total Citations	0
Accumulated Junk	14
Junk Vehicles	15
Tall Grass/Weeds	5
Tree Limbs/Stumps	2
Parking Restricted	2
CCE	1
Accumulated Trash	6

In a summary dated July 27, 2018 the SLPD reports that since May 1, 2018 the department has enhanced its efforts dealing with vehicles in violation of city code as it pertains to their inability to run, broken equipment, expired registration and more all of which are sitting on private property. As of 7-27-2018 the summary is as follows:

105 Total Vehicles Served Notice

12 remain in their grace period for corrective action
80 the nuisance has been corrected or removed
7 citations issued and pending in court
6 require additional follow up

FISCAL IMPACT: None

RECOMMENDATION: No Action Necessary

Staff Summary

8/6/2018

Agenda Item # D.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

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

BACKGROUND: Attached is a written request for a Noise Variance to be issued for the Lao Temple (611 Rothmoor Road) for an outdoor celebration and event scheduled for September 1 and 2, 2018.

The variance request is for the hours of 1:00pm until 11:00pm on 9/1 and 2:00pm until 1:00am on 9/2.

This requests is consistent with previous years.

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

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
Permit	Permit

noise ordinance

july 27th 2018

Storm Lake City Council

Chief Mark Prosser, Public Safety

On behalf of the Storm Lake Lao Temple, we are requesting a noise ordinance on sept 1st from 1:00 pm through 11:00 pm . on sept 2nd from 2:00pm through 1:00am next day. For a ceremonial celebration.

If there are any questions please contact:

Meng Lai, China House, 712-299-1068

Sincerely;

Page 1

A handwritten signature in blue ink, appearing to read 'Meng Lai', is written over the 'Sincerely;' text.



**Public Safety
Police & Fire
PERMIT**

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

Event: Lao Temple Event

Issued To:

Name: Meng Cam Lai

Organization: Lao Temple

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

Phone: 712-299-1068

Date(s) of Event: 9-1-2018 / 9-2-2018

Time(s) of Event: (9/1 1:00pm - 11:00pm) & (9/2 2:00pm - 1:00am)

Expiration of Permit: 9-3-2018

Location / Area
of Use:

Lao Temple - 611 Rothmoor Road

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Mark A. Prosser

Date: 8-7-2018

Signature:

Please Print

Title: Public Safety Director

Staff Summary

8/6/2018

Agenda Item # E.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: **Motion Authorizing Requests Associated with the 2018 Step Up Running Event**

BACKGROUND: Attached to this summary is a written request associated with the 2018 Step Up Running Event scheduled for Saturday, 9-1-2018 at 7:30am.

Specific requests are as follows:

- *Permission to use Awaysis Park for the event's staging venue
- *A Noise Variance for Awaysis Park from 6:00am until 12:00pm
- *The closure of the west Awaysis Park parking lot from 6:00am until 12:00pm to establish the venue
- *Appropriate event permits to be issued
- *Appropriate support from the Parks and Police Departments

The organizers further advise the appropriate insurance certificate will be filed with the City in advance of the event.

FISCAL IMPACT: The Parks and Police Departments will have some staff time assigned to this event which will be absorbed in their normal operational budgets.

RECOMMENDATION: Pass Motion Contingent Upon Receipt of an Insurance Certificate

ATTACHMENTS:

Description	Type
□ Resolution	Resolution

Mark Prosser

From: stepupstormlake@yahoo.com
Sent: Monday, July 16, 2018 10:49 PM
To: Mark Prosser
Subject: Step Up 2018

- Hello! We're gearing up for the Step Up run Labor Day weekend. Just checking in so that you can get us on your calendar. I'll stop in this week and fill out the park reservation form with Nelda. I'll also forward the insurance certificate as soon as it arrives.

Thanks!

Angie

-
- Event: 2017 Step Up Running Event
- Issue To Name: Angie Snyder (Coordinator)
Organization: Step Up
Address: 1820 Perkins Ave
Nemaha, IA 50567
Phone: Cell(712)660-8089

Date of Event: Saturday September 1, 2018

Times of Event: See below

Expiration of Permit: September 2, 2018

Location/Area of Use: Noise Variance - Awaysis Park - 6:00am-12:00pm
Run-7:30am Sunrise Park Road - Lake Trail - Emerald
Park

Type of Permit:

xxx	1. Noise Variance -8-7-4	6:00am-12:00pm
xxx	2. Ride/Run/Walk	7:30am
xxx	8. Other	Close West Awaysis Parking Lot 6:00am-12:00pm

Run will begin on the street to the East of Kings Pointe Resort. It will continue in the street until the Lakeside sign. At that point the 5k will turn around into the Lake trail heading back to the West. The Half Marathon participants will continue in the street to BelAire beach and Pheasant Drive where they will loop back towards the Cobblestone. At the Cobblestone they will move on to the sidewalk. They will continue on the lake trail until Chataqua park where they will take the street that loops behind. Then on the lake trail until Sunset park where they move onto the street. They loop around the football field and then turn left onto 4th street and continue all the way to Angier Dr where they turn left onto the sidewalk until Vista Dr. After curving right on Vista Drive they will move to the sidewalk to the North

of Frank Starr Park. They will continue through the park on the lake side and then over the foot bridge into Emerald Park. They will stay to the right at the first Y. Then continue in until they come to the Alvin where they turn left then right on Parlina over to Emerald. Once on Emerald they will take it back to the Y and then back to the footbridge. While in Frank Starr on the return they will take the road side sidewalk. Returning through the same course as the route out. At Chataqua they will also take the road side sidewalk and continue back to the Kings Pointe Playground parking lot where they finish.

Thanks!

Angie Snyder

- Step Up Coordinator
-



**Public Safety
Police & Fire
PERMIT**

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

Event: 2018 Step Up Running Event

Issued To:

Name: Angie Snyder

Organization: Step Up Organization

Address: 1820 Perkins Avenue, Nemaha, IA 50567

Phone: 712-660-8089

Date(s) of Event: Saturday, 9-1-2018

Time(s) of Event: 6:00am to 12:00pm

Expiration of Permit: 9-2-2018

Location / Area
of Use:

Alwaysis Park

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by:

Mark A. Prosser

Date:

8-7-2018

Please Print

Signature:

Title:

Public Safety Director



**Public Safety
Police & Fire
PERMIT**

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

Event: 2018 Step Up Running Event

Issued To:

Name: Angie Snyder

Organization: Step Up Organization

Address: 1820 Perkins Avenue, Nemaha, IA 50567

Phone: 712-660-8089

Date(s) of Event: Saturday, 9-1-2018

Time(s) of Event: 7:30am

Expiration of Permit: 9-2-2018

Location / Area
of Use:

Sunrise Park Road-Lake Trail-Grand Avenue-West 4th / Shoreway - Angier - West 5th - Vista Drive - Emerald Park

Type of Permit

☐ Noise Variance (8-7-4)

☒ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by:

Mark A. Prosser

Date:

8-7-2018

Please Print

Signature:

Title:

Public Safety Director

Staff Summary

8/6/2018

Agenda Item # F.



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

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: Iowa Wireless Lease Second Amendment

BACKGROUND: Beginning in late 2010, Iowa Wireless (Evertek) began leasing space on the City's Water Tower for the transmission and reception of radio communication signals and for the construction, maintenance, repair or replacement of related facilities, antennas, equipment or buildings and related activities. Initially, the City received in exchange for a monthly rental fee the Tenant shall offer Landlord, as Rent, free use of its broadband public service network.

As the City's technology solutions changed, the offer of broadband service was no longer necessary. This Second Amendment to the Lease provides cash compensation in the amount of \$500 per month per site for two locations being used by Iowa Wireless.

FISCAL IMPACT: \$12,000 per year

RECOMMENDATION: Staff recommends that Council approve the Second Amendment to the Iowa Wireless lease and authorize the Mayor and City Clerk to sign.

ATTACHMENTS:

Description	Type
Original Lease	Lease
Lease Second Amendment	Lease

Site: Storm Lake

WATER TOWER LEASE WITH OPTION

THIS WATER TOWER LEASE WITH OPTION (this "Lease") is effective this 21st day of September, 2009, between the City of Storm Lake ("Landlord"), and Evertek, Inc., ("Tenant").

1. Option to Lease.

A. In consideration of the payment of One Dollar (\$ 1.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the use of a portion of the real property described in attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term commencing on the date hereof and ending at 12:00 AM on the 21st day of September, 2010 (the "Option Period"). The Option Period may be extended by Tenant for an additional 12 months upon written notice to Landlord and payment of the sum of One Dollar (\$ 1.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

B. During the Option Period and any extension thereof, and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals") including appointing Tenant as agent for all conditional-use permit applications and zoning change applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, conditional-use permits, perform surveys, soil tests, and other engineering procedures or environmental investigations on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section K hereof.

2. Terms of Lease.

If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant without the necessity of the parties executing any additional lease instruments, the use of that portion of the water tower and Property, together with easements for access and utilities, described and depicted on attached Exhibit B (collectively referred to hereinafter as, the "Premises").

The Premises are located at the city water towers located at the following addresses.

519 Ontario Street, Storm Lake, Iowa

600 Rothmoor Road, Storm Lake, Iowa

HWY 110, Storm Lake, Iowa

A. Term. The initial term of this Lease shall be **five (5) years commencing** on the exercise of the option by Tenant, ("the Commencement Date"), and terminating at Midnight on the last day of the month in which the fifth annual anniversary of the Commencement Date shall have occurred.

B. Permitted Use. The Premises may be used by Tenant for the transmission and reception of **radio communication signals and for the construction, maintenance, repair or replacement of related facilities, antennas, equipment or buildings and related activities.** Tenant shall obtain, at Tenant's expense, all Governmental Approvals and may (prior to or after the Commencement Date) obtain a title report, perform environmental and other surveys, soil tests, and other engineering procedures on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations and Governmental Approvals. Landlord agrees to reasonably cooperate with Tenant (at no cost to Landlord), where required, to perform such procedures or obtain Governmental Approvals.

If necessary, Tenant has the right to immediately terminate this Lease if Tenant notifies Landlord of unacceptable results of any title report, governmental approvals, environmental survey or soil tests prior to Tenant's installation of the Antenna Facilities (as defined below) on the Premises. Should the Tenant choose to terminate this Lease within two (2) years for any of the reasons identified in Section 2(B) of this Lease they shall pay the Landlord the sum of \$5,000.00 (Five Thousand Dollars and No/100's) to cover any expenses incurred by the Landlord for the purposes of developing and coming to agreement on this lease agreement.

C. Rent.

(i) **In exchange for a monthly rental fee the Tenant shall offer Landlord, as Rent, free use of its broadband public service network via the 2.5 GHz spectrum. In addition Evertek will provide the equipment necessary to receive and transmit the service within the designated public service vehicles, as determined by the Landlord. This includes the antenna, modem, and transceiver as well as all necessary cabling and connectors. Evertek will maintain and install this equipment and service for as long as the lease is effective. It is understood that currently the City of Storm Lake currently operates 24 vehicles that classify as public safety. It is noted that additional service vehicles or sites will most likely grow in time and will be considered part of the agreement. In addition to the above vehicle mounted antennas, modem, and transceivers the Tenant shall also provide and maintain six (6) Broadband Service PC cards with antennas to the Landlord for their use on the public service network the maintenance of this equipment shall be considered within normal limits of normal wear and tear and the Tenant shall not be responsible for breakage of or damage of a Broadband Service PC card caused by misuse or treatment by the Landlord. Any additional equipment not affiliated with the Hz Motorola expedience system will be the Landlord's responsibility.**

D. Renewal. Tenant shall have the right to extend this Lease for **five additional, five-year terms ("Renewal Term").** Each Renewal Term shall be on the same terms and conditions as set forth herein.

This Lease shall automatically renew for each successive renewal term unless Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least one hundred eighty (180) days prior to the expiration of the term or any renewal term. In addition the Landlord shall have the right to terminate this agreement with one hundred eighty (180) days notice to the Tenant prior to the expiration of the term or any renewal term. All notice for termination shall be made to the official address as outlined in Section 2(K) of this agreement.

In any case the Tenant shall notify the Landlord within one hundred eighty days (180) of their intent to renew or not renew the lease for each of the allowable renewal terms outlined in this Lease.

If Tenant shall remain in possession of the Premises at the expiration of this Lease or any renewal term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

E. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or tenants or licensees of Landlord, with rights to the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use, any portion of Landlord's properties in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

F. Improvements; Utilities; Access.

(i) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities, including without limitation any number of radio transmitting and receiving antennas, and an electronic equipment shelter (collectively the "Antenna Facilities"). Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities shall remain the exclusive property of Tenant. Tenant shall remove the Antenna Facilities upon termination of this Lease. The Landlord shall have the right to review all plans prior to the construction of any Antenna Facilities on the Property outlined within this Lease. The Landlord shall not unreasonably withhold permission to construct Antenna Facilities but shall have the ability to require the Tenant to redesign plans for Antenna Facilities prior to construction for just cause. Just cause may include the Landlord's concern for loud noise caused by the Antenna Facilities and visual appearance of Antenna Facilities.

(ii) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, the construction of a fence.

(iii) Tenant shall pay any additional utilities charges due to Tenant's use. Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Landlord hereby grants an easement to permanently place any utilities on, or to bring utilities across, the Property in order to service the Premises and the Antenna Facilities. The Tenant shall obtain and use a separate utility meter for any electrical service for their equipment unless otherwise granted by the Landlord by written agreement.

(iv) As partial consideration for rent paid under this Lease, Landlord hereby grants Tenant an easement ("Easement") for ingress, egress, and access (including access as described in Section 1) to the Premises adequate to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon prior written notice, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall have the same term as this Lease.

(v) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the term of this Lease and any Renewal Term.

(vi) Tenant shall use certified tower climbers who shall be the only staff permitted to climb the towers identified within this Lease. Tenant shall provide proof of certification to the Landlord upon request. All individuals climbing the tower shall be trained in the safety procedures of climbing towers and shall use all required safety harnesses and other equipment each time a climb is done.

(vii) Tenant shall provide the Landlord with 24 hour advance notice of any climbing activities unless there is an emergency need. Notice for this purpose only may be provided by email at cityhall@stormlake.org.

(vii) Landlord shall provide Tenant with 24 hour advance notice of any maintenance or inspection to the water tower unless there is an emergency. Notice for this purpose only may be provided by email at evertek@evertek.net.

G. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(i) By Landlord upon thirty (30) days' written notice for failure to cure a material default for payment of amounts due under this Lease within that 30-day period;

(ii) By Landlord or Tenant upon thirty (30) days' written notice if the other party defaults and fails to cure such default within that 30-day period, or such longer period as may be required to diligently complete a cure commenced within that 30-day period;

(iii) By Landlord or Tenant upon one hundred eighty (180) days notice for any purpose.

(iv) Immediately upon written notice if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely

affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction;

(vi) At the time title of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.

(vii) Immediately upon written notice in the event that Tenant determines the existence of a violation of any environmental law or a condition that requires remediation under any environmental laws that existed as of and/or prior to the Commencement Date, or which may be the basis for assertion of any third party claims. If Tenant elects to continue this Lease, Landlord shall be responsible for taking all actions necessary to investigate and remediate said contamination in accordance with Landlord's obligations as set out in Paragraph M.

H. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Antenna Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Building. In the event that Landlord fails to pay said real property taxes, then Tenant shall have the right to pay but not obligation to pay said taxes and deduct them from Rent amounts due under this agreement.

I. Insurance and Subrogation.

(i) Tenant will provide Commercial General Liability Insurance in an aggregate amount of \$2,000,000 with a minimum of \$1,000,000 limit per occurrence and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(ii) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

J. Hold Harmless. Tenant agrees to hold Landlord harmless from claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors, and except for claims released under the provisions of Section I(ii) of this Agreement.

K. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Tenant: Evertek, Inc.
216 North Main Street, PO Box 226
Everly, Iowa 51338

If to Landlord: City of Storm Lake
Attn: City Clerk
P.O. Box 1086
620 Erie Street
Storm Lake, IA 50588

L. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Premises free and clear of any liens or mortgages, except those disclosed to Tenant which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.

Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

M. Hazardous Substances. Tenant agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. Landlord represents, warrants and agrees (i) that to Landlord's best knowledge, neither Landlord nor any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under about or within the Premises in violation of any law or regulation, except as disclosed herein, and (ii) that Landlord will not, and will not permit any third party to use, generate, store or dispose any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. Landlord and Tenant each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities claims and/or costs arising from any breach of any representation, warranty or Lease contained in this paragraph. In addition, Landlord shall defend, indemnify and hold harmless Tenant from all other losses, liabilities, claims and/or costs arising from or related to the environmental condition, including costs of remediation, which are not the result of any act of Tenant. As in this paragraph, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls,

friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements) concerning environmental matters, or any matter which would trigger an employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of material safety data sheet. This paragraph shall survive the termination of this Lease.

N. Assignment. Tenant may assign this Lease upon written sixty day (60) written notice to Landlord, to any person controlling, controlled by, or under common control with Tenant, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Tenant's radio communications business and assumes all obligations of Tenant under this Lease. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may otherwise assign this Lease upon written notice to Landlord, which approval shall not be unreasonably delayed or withheld.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns, (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagee located on the Premises, except that the cure period for any Mortgagee shall not be less than thirty (30) days after receipt of the default notice, as provided in Section G of this Lease. All such notices to Mortgagees shall be sent to Mortgagee at the address specified by Tenant upon entering into a financing agreement. Failure by Landlord to give Mortgagee such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagee to cure any default and to remove any property of Tenant or Mortgagee located on the Premises, as provided in Section P of this Lease.

O. Successors and Assigns. This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

P. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Lender the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Lender's sole discretion and without Landlord's consent.

Q. Miscellaneous.

(i) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(ii) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(iii) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(iv) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(v) Each party agrees to cooperate with the other in executing any documents necessary to protect its rights or use of the Premises. A Memorandum of Lease may be recorded in place of this Lease, by either party.

(vi) This Lease shall be construed in accordance with the laws of the state of Iowa.

(vi) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties intend that the provisions of this Lease be enforced to the fullest extent permitted by applicable law. Accordingly, the parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

(vii) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(ix) The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Premises and shall become effective only upon execution by both Tenant and Landlord.

(x) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(xi) The parties understand and acknowledge that Exhibit A (the legal description of the Property), and Exhibit B (the Premises location within the Property) may be attached to the Lease in preliminary form. Accordingly, the parties agree that upon preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Lessee with such final, more complete exhibits(s).

The Execution Date of this Water Tower Lease with Option is the 21st day of September, 2009.

LANDLORD:

Signed: [Signature]
Mayor Jon F. Kruse

Tax ID #: 42-6005255

TENANT:

Evertex, Inc.

By: [Signature]

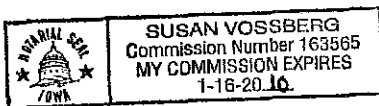
Its: General Manager

ACKNOWLEDGMENT

STATE OF IOWA)
) ss:
COUNTY OF Buena Vista

On this day of Sept., 2009, before me, a Notary Public personally appeared Jon F. Kruse, to me personally known, who being by me duly sworn, did say that he is the Mayor, executing the foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation, by the authority of the Corporation's Board of Directors; and that as such officer acknowledged execution of the instrument to be the voluntary act and deed of the corporation and limited partnership by it and by them voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



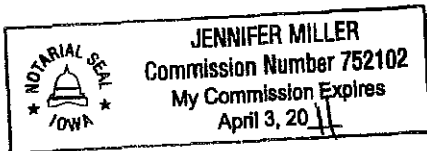
[Signature]
Notary Public in and for the
State of Iowa
My commission expires: 1-16-2010

ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF Clay) ss:

On this 9th day of ~~April~~^{Sept.}, 2009, before me, a Notary Public personally appeared Roxanne Nide, to me personally known, who being by me duly sworn, did say that ~~she~~ is the General Manager, executing the foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation, by the authority of the Corporation's Board of Directors; and that as such officer acknowledged execution of the instrument to be the voluntary act and deed of the corporation and limited partnership by it and by them voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Jennifer Miller
Notary Public in and for the
State of Iowa
My commission expires: 4/3/11

EXHIBIT A

Legal Description

To the Water Tower Lease with Option dated September 21, 2009, between the City of Storm Lake, as Landlord, and Evertek, Inc. as Tenant.

The Property is legally described as follows:

West Lake Estates Water Tower

Address: HWY 110, Storm Lake, Iowa 50588

Legal Description: 08-90-37 Storm Lake Hayes PT SE NW

Tax Parcel ID#: 14-08-176-001

Downtown Water Tower

Address: 519 Ontario St., Storm Lake, Iowa 50588

Legal Description: 00-27 Storm Lake Corp. IRR PAR 87 ½' X

Tax Parcel ID#: 14-03-183-0010

East Water Tower

Address: 600 Rothmoor Rd., Storm Lake, Iowa 50588

Legal Description: 04-02 Storm Lake Corp, Rothmoor Add. PT Lot 4

Tax Parcel ID#: 14-02-226-005

EXHIBIT B

Premises Location Within the Property

To the Water Tower Lease with Option dated the day of September 21, 2009, between the City of Storm Lake, as Landlord, and Evertek, Inc., as Tenant.

The location of the Premises (including easements) within the Property is more particularly described or depicted as follows:

SECOND AMENDMENT
to the
WATER TOWER LEASE WITH OPTION
Between City of Storm Lake and Iowa Wireless Services, LLC (formerly with Evertek, Inc.)

WHEREAS:

City of Storm Lake ("Landlord") and Evertek, Inc. which was assigned to Iowa Wireless Services, LLC on February 1, 2018 ("Tenant") entered into a Water Tower Lease with Option as of September 21, 2009 and as amended January 15, 2014 ("the Lease") for sites at **519 Ontario Street, Storm Lake, Iowa and 600 Rothmoor Road, Storm Lake, Iowa**; and Landlord and Tenant desire to amend the Lease effective June 1, 2018.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and considerations contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

(i) Remove the rent provision of section C (i) which states "In exchange for a monthly rental fee the Tenant shall offer Landlord, as Rent, free use of its broadband public service network via the 2.5 GHz spectrum. In addition Evertek will provide the equipment necessary to receive and transmit the service within the designated public service vehicles, as determined by the Landlord. This includes the antenna, modem, and transceiver as well as all necessary cabling and connectors. Evertek will maintain and install this equipment and service for as long as the lease is effective. It is understood that currently the City of Storm Lake operates 24 vehicles that classify as public safety. It is noted that additional service vehicles or sites will most likely grow in time and will be considered part of the agreement, In addition to the above vehicle mounted antennas, modems and transceivers the Tenant shall also provide and maintain six (6) Broadband Service PC cards with antennas to the Landlord for their use on the public service network the maintenance of this equipment shall be considered within normal limits of normal wear and tear and the Tenant shall not be responsible for breakage of or damage of the Broadband Service PC cards caused by misuse or treatment of the Landlord. Any additional equipment not affiliated with the Hz Motorola expedience system will be the Landlord's responsibility."

(ii) Replace the section C (i) a follows: "Tenant shall pay Landlord, as Rent, Five Hundred Dollars (\$500.00) per month for the site at 519 Ontario Street and Five Hundred Dollars (\$500.00) per month for the site at 600 Rothmoor Road ("Rent"). Tenant has the right to terminate Rent at one or both sites per the provisions of the lease without affecting rent at the other site. Rent shall be payable in advance beginning on June 1, 2018. Thereafter rent will be payable monthly in advance on the first day of each month to Landlord at Landlord's address specified in Section K of the lease. For the purpose of this Lease, all references to "month" shall be deemed to refer to a calendar month."

(iii) Landlord and Tenant agree no other terms of the lease are modified.

CITY OF STORM LAKE

By: _____

Name: _____

Title: _____

Date: _____

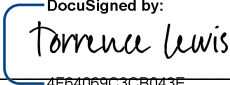
IOWA WIRELESS SERVICES, LLC

By:  _____
04AF77EF69E34FE...

Name: Kim Curits _____

Title: Sr Director of Engineering _____

Date: 5/23/2018 _____

Legal:  _____ Date: 5/23/2018 _____
4F64069C3CB043E...
Torrence Lewis

Staff Summary

8/6/2018

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:

SUBJECT: **Ready, Set, GROW! Learning Center Presentation**

BACKGROUND: Emily Bodholdt will be presenting to the Council information regarding Ready, Set, GROW! Learning Center.

FISCAL IMPACT: N/A

RECOMMENDATION: N/A

Staff Summary

8/6/2018

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: Brian Oakleaf, Finance Director

SUBJECT: **Resolution No. 07-R-2018-2019 Approving The FY 2017-2018 Street Finance Report**

BACKGROUND: The Code of Iowa, Chapter 312, Section 14, requires the submission of an annual Street Finance Report to the Iowa Department of Transportation. This report includes all activity for the fiscal year in the Road Use Tax Fund, as well as an accounting of other street related revenues and expenses. For the purposes of this report, any use of Storm Water funds attached to street projects is also included. This report must be approved by resolution as the official 2017-2018 Fiscal Year Street Finance Report prior to its submission.

In Fiscal Year 2017-2018 the City received \$1,352,465 in Road Use Tax Funds and used \$591,166 from other sources, with a total of \$1,625,840 in street related expenditures.

A summary of FY2018 expenditures:

Roadway Maintenance:	\$673,392
Snow Removal:	\$156,849
Street Construction/ Repairs	\$417,310
Traffic Services (Inc, Electric)	\$200,487
Debt Service	\$177,802

FISCAL IMPACT: There is no financial impact unless the report is not approved and submitted in a timely manner, in which case the City would not receive their allocations of Road Use Tax dollars until such time as the report was submitted and approved by the State of Iowa.

RECOMMENDATION: Adopt Resolution No. 07-R-2018-2019

ATTACHMENTS:

Description	Type
📎 Resolution No. 07-R-2018-2019	Resolution
📎 FY 2018 Street Finance Report	Backup Material

RESOLUTION NO. 07-R-2018-2019

RESOLUTION APPROVING THE UPDATED 2017-2018 FISCAL YEAR STREET
FINANCE REPORT

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

That the updated 2017-2018 Fiscal Year Street Finance Report be approved.

PASSED AND APPROVED this 6th day of August, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk



Form 517007 {5-2018}
Office of Local Systems
Ames, IA 50010

City Name
STORM LAKE
City Number
7422

City Street Financial Report

Report Generated
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Fiscal Year
2018
Sheet
1 of 9

Cover Sheet

Now therefore let it be resolved that the city council STORM LAKE, Iowa
(City Name)

On _____ did hereby approve and adopt the annual
(month/day/year)

City Street Financial Report from July 1, 2017 to June 30, 2018
(Year) (Year)

Contact Information

Name	E-mail Address	Street Address	city	ZIP Code
Brian Oakleaf	oakleaf@stormlake	620 Erie St	Storm Lake	50588-0000
Hours	Phone	Extension	Phone(Altenative)	
8-5 Mon-Fri	712-732-8000		712-732-8000	

Preparer Information

Name	E-mail Address	Phone	Extension
Brian Oakleaf	oakleaf@stormlake.org	712-732-8000	

Mayor Information

Name	E-mail Address	Street Address	city	ZIP Code
Michael Porsch	cityhall@stormlake.org	620 Erie St	Storm Lake	50588-0000
Phone	Extension			
712-732-8000				

Resolution Number _____

Signature Mayor

Signature City Clerk



Form 517007 {5-2018}
Office of Local Systems
Ames, IA 50010

City Name
STORM LAKE
City Number
7422

City Street Financial Report

Report Generated
7/25/2018 2:47 PM
Fiscal Year
2018
Sheet
2 of 9

Summary Statement Sheet

Column 1
Road use
Tax Fund

Column 2
Other Steeet
Monies

Column 3
Street Debt

Column 4
Totals

Round Figures to Nearest Dollars

A.BEGINNING BALANCE				
1. July 1 Balance	\$715,397	\$12,041	\$0	\$727,438
2. Adjustments (Note on Explanation Sheet)	\$0	\$0	\$0	\$0
3. Adjusted Balance	\$715,397	\$12,041	\$0	\$727,438
B. REVENUES				
1. Road Use Tax	\$1,352,465			\$1,352,465
2. Property Taxes		\$163,277	\$162,753	\$326,030
3. Special Assessments		\$3,232	\$0	\$3,232
4. Miscellaneous		\$261,904	\$0	\$261,904
5. Proceeds from Bonds,Notes, and Loans		\$0	\$0	\$0
6. Interest Earned		\$0	\$0	\$0
7. Total Revenues (Lines B1 thru B6)	\$1,352,465	\$428,413	\$162,753	\$1,943,631
C. Total Funds Available (Line A3 + Line B7)	\$2,067,862	\$440,454	\$162,753	\$2,671,069

Column 1
Road use
Tax Fund

Column 2
Other Steeet
Monies

Column 3
Street Debt

Column 4
Totals

Round Figures to Nearest Dollars

EXPENSES				
D. Maintenance				
1. RoadWay Maintenance	\$547,256	\$126,136	\$0	\$673,392
2. Snow and Ice Removal	\$119,708	\$37,141	\$0	\$156,849
E.Construction, Reconstruction and Improvements				
1. Engineering	\$64,600	\$0	\$0	\$64,600
2. Right of Way Purchased	\$0	\$0	\$0	\$0
3. Street/Bridge Construction	\$352,659	\$0	\$0	\$352,659
4.Traffic Services	\$200,487	\$0	\$0	\$200,487
F. Administration	\$51	\$0	\$0	\$51
G. Equipment	\$0	\$0	\$0	\$0
H. Miscellaneous		\$0	\$0	\$0
J. street Debt				
1. Bonds, Notes and Loans -Principal Paid	\$10,083	\$0	\$109,517	\$119,600
2. Bonds, Notes and Loans - Interest Paid	\$4,966	\$0	\$53,236	\$58,202
TOTALS				
K. Total Expenses (Lines D thru J)	\$1,299,810	\$163,277	\$162,753	\$1,625,840
L. Ending Balance (Line C-K)	\$768,052	\$277,177	\$0	\$1,045,229
M. Total Funds Accounted For (K + L = C)	\$2,067,862	\$440,454	\$162,753	\$2,671,069



Form 517007 {5-2018}
Office of Local Systems
Ames, IA 50010

City Name
STORM LAKE
City Number
7422

City Street Financial Report

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7/25/2018 2:47 PM
Fiscal Year
2018
Sheet
3 of 9

Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
173---Reimbursement For Damages	\$20,594.00	\$0.00
170---Reimbursements (misc.)	\$7,390.00	\$0.00
121---State Reimbursement	\$191,900.00	\$0.00
112---Utility Revenue	\$42,020.00	\$0.00
Line B4 Totals	\$261,904.00	\$0.00

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees,bond fees etc. (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
Line H Totals		



Form 517007 {5-2018}
Office of Local Systems
Ames, IA 50010

City Name
STORM LAKE
City Number
7422

City Street Financial Report

Report Generated
7/25/2018 2:47 PM
Fiscal Year
2018
Sheet
4 of 9

Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
☐	General Obligation	Paving & Construction	301	07/01/2011	\$2,700,000	48	2031	\$2,700,000	\$110,000	\$99,580	\$52,800	\$47,798	\$2,590,000
☐	General Obligation	Paving & Construction	302	05/10/2016	\$720,000	22	2021	\$580,000	\$140,000	\$9,200	\$30,800	\$2,024	\$440,000
☐	Short Term Notes	Storm Sewer	701	10/05/2006	\$729,000	100	2026	\$404,900	\$36,000	\$8,380	\$36,000	\$8,380	\$368,900
		New Bond Totals			\$0	\$0	Totals	\$3,684,900	\$286,000	\$117,160	\$119,600	\$58,202	\$3,398,900



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Office of Local Systems
Ames, IA 50010

City Name
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City Number
7422

City Street Financial Report

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2018
Sheet
5 of 9

Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

[Check here if there are no entities for this year](#) ☐

Project Final Costs Sheet (Section A)

1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)
7164	\$519,180	SURF	Yes	Richland Street Resurfacing
7225	\$142,215	RDWY	Yes	13th Street Paving

Project Final Costs Sheet (Section B)

1. Project Number	6. Contractor Name	7. Contract Price	8. Additions/ Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	13. Total
7164	Iowa Civil Contracting, Inc.	\$467,022	\$6,905	\$0	\$0	\$0	\$0	\$473,927
7225	Smith Concrete Services, Inc.	\$119,778	\$155	\$0	\$0	\$0	\$0	\$119,933



Form 517007 {5-2018}
Office of Local Systems
Ames, IA 50010

City Name
STORM LAKE
City Number
7422

City Street Financial Report

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Fiscal Year
2018
Sheet
6 of 9

Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
	2004	John Deere 672CH II Road Grader	\$155,900	\$0		\$0		No	NOCH
	1993	Case 580 Backhoe	\$34,307	\$0		\$0		No	NOCH
	1997	John Deere 6300 Tractor	\$36,692	\$0		\$0		No	NOCH
	1992	Chevy 3500 Truck	\$14,327	\$0		\$0		No	NOCH
	1990	Chevy C/70 Truck	\$22,995	\$0		\$0		No	NOCH
	1983	Chevy C/70 Truck	\$67,738	\$0		\$0		No	NOCH
	1986	Chevy C/70 Truck	\$20,000	\$0		\$0		No	NOCH
	1988	Chevy C/70 Truck	\$21,984	\$0		\$0		No	NOCH
	1991	Kubota B300 Asphalt Roller	\$16,280	\$0		\$0		No	NOCH
	1990	Chevy 3500 Truck	\$15,000	\$0		\$0		No	NOCH
	1995	Chevy 3500 Truck	\$18,698	\$0		\$0		No	NOCH
	1995	Chevy Kodiak Truck	\$41,703	\$0		\$0		No	NOCH
	1984	Catepillar 930 Endloader	\$74,500	\$0		\$0		No	NOCH
	1997	Inernational 4700 Truck	\$36,607	\$0		\$0		No	NOCH
	1997	John Deere 624G Loader	\$61,638	\$0		\$0		No	NOCH
	1999	Chevy C/8500 Truck	\$67,000	\$0		\$0		No	NOCH
	2002	Freightliner FL80 Truck	\$57,177	\$0		\$0		No	NOCH
	2002	Komatsu WA250 Loader	\$98,725	\$0		\$0		No	NOCH
	2008	Freightliner 2 Ton Truck	\$70,000	\$0		\$0		No	NOCH



Form 517007 {5-2018}
Office of Local Systems
Ames, IA 50010

City Name
STORM LAKE
City Number
7422

City Street Financial Report

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Fiscal Year
2018
Sheet
7 of 9

Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
	2003	Ford F313 Truck	\$31,125	\$0		\$0		No	NOCH
	2003	Chevy CC850 Dump Truck	\$74,055	\$0		\$0		No	NOCH
	2011	Backhoe Hammer	\$11,500	\$0		\$0		No	NOCH
	2008	ALF Condor Lite Sweeper Truck	\$195,000	\$0		\$0		No	NOCH
	2011	Stump Grinder	\$30,324	\$0		\$0		No	NOCH
	2002	Sterling Tandem Dump Truck	\$69,995	\$0		\$0		No	NOCH
	2014	International 7400 Plow Truck	\$67,600	\$0		\$0		No	NEW
	2018	Chevy Silverado	\$41,872	\$0		\$0		No	NEW



Form 517007 {5-2018}
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City Name
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City Street Financial Report

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Fiscal Year
2018
Sheet
8 of 9

Explanation Sheet

Comments



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City Name
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City Number
7422

City Street Financial Report

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Fiscal Year
2018
Sheet
9 of 9

Monthly Payment Sheet

Month	Road Use tax Payments
July	\$137,331.25
August	\$141,931.92
September	\$138,586.44
October	\$91,113.97
November	\$122,434.76
December	\$106,167.22
January	\$88,428.62
February	\$149,019.98
March	\$94,401.07
April	\$51,551.40
May	\$127,321.74
June	\$104,176.98
Totals	\$1,352,465.35

Staff Summary

8/6/2018

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: **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

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

8/6/2018

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: **Motion To Approve Amendment No. 3 To The Agreement For Professional Services For The 10th And Ontario Stormwater Improvement Project**

BACKGROUND: Ontario Stormwater Improvement Project is one of the eight projects funded by the Community Development Block Grant-National Disaster Resiliency Competition.

Amendment No. 3 with EOR Iowa, LLC includes services for additional environmental work that needed to occur. The initial testing and report indicated a certain degree of contamination on 7th Street. The contamination may have occurred due to underground tanks that were removed in the 1980's. The DNR was notified and all parties determined that additional soil boring samples were necessary to determine how much soil needed to be excavated to remove the contamination.

FISCAL IMPACT: The Stormwater contract agreement will change from \$297,000 to \$313,500.

RECOMMENDATION: Approve motion

ATTACHMENTS:

Description	Type
□ Amendment #3	Contract
□ Amendment #3 Attachment	Contract

contract amendment



Date	January 9, 2018	Contract Date	November 22, 2016.
Project	10 th & Ontario Stormwater Improvements	Job #	01112-0020
Client	City of Storm Lake	Amendment No.	3
Regarding	Contract Amendment for Additional Services		

Purpose:

The purpose of this contract amendment is to serve as an amendment to the original agreement for the 10th & Ontario Stormwater Improvements Project Engineering Consultant Standard Service Agreement dated November 7, 2016 as approved at the November 7, 2016 City Council meeting.

Changed Budget:

As described in the Scope & Fee Estimate for Additional Services dated January 9, 2018 and drafted by Derek R. Lash, PE, CPESC (EOR); the changed budget would be in accordance with the contract terms of the original Engineering Consultant Standard Service Agreement dated November 7, 2016.

Previous Budget

Changed Budget

1) \$297,000.00	\$313,500.00
2) N/A	\$16,500.00
3) Contract completion date	TBD
4) Scope of services described in original contract	Scope of services as described in the Scope & Fee Estimate.

Signatures:

Emmons & Olivier Resources, Inc.

Client: City of Storm Lake

By _____
Signature

By _____
Signature

Printed Name

Printed Name

Its _____
Title

Its _____
Title

EOR Iowa, LLC.

By _____
Signature

Printed Name

Its _____
Title

EOR is an Equal Opportunity Affirmative Action Employer

Emmons & Olivier Resources, Inc. 7030 6th Street N Oakdale, MN 55128 T/ 651.770.8448 F/ 651.770.2552 www.eorinc.com

2335 230th Street, Suite 101, Ames, IA 50014 T/515.230.7044 ---- 607 Lake Ave Storm Lake, IA 50588 T/712.213.2938

ATTACHMENT I*

PROJECT	ENGINEERING & CONSTRUCTION OBSERVATION BUDGET	TASK	%	ITEMIZED BUDGET
10TH & ONTARIO STORMWATER IMPROVEMENTS	\$297,000 \$313,500	Field investigation & Existing Conditions	5%	\$14,850
		Modeling	10%	\$29,700
		Preliminary Design (60%)	10%	\$29,700
		Final Design (90%)	15%	\$44,550
		Construction Documents (100%)	20%	\$59,400
		Meetings, Presentations and Project Coordination	5%	\$14,850
		Survey & Legal	5%	\$14,850
		Geotechnical Borings & Coordination	5%	\$14,850
		Bidding Assistance	5%	\$14,850 \$22,350
		Construction Administration	20%	\$59,400 \$68,400
		Other - 1	0%	\$0
		Other - 2	0%	\$0
			100%	\$297,000 \$313,500

*Amended to add additional services for Environmental Remediation work on 7th Street, as well as Construction Materials Testing work for the complete project; Dated January 9, 2018.

Hourly Fee Schedule

<u>Classification</u>	<u>Hourly Rate (*)</u>
Professional 1	\$102.00 \$105.00
Professional 2	\$129.00 \$131.00
Professional 3	\$153.00 \$157.00
Professional 4	\$173.00 \$177.00
Technician 1	\$74.00 \$76.00
Technician 2	\$88.00 \$89.00
Technician 3	\$106.00 \$109.00
Principal Partner	\$215.00 \$219.00
Support Staff	\$69.00 \$71.00

Professionals:

Includes licensed and nonlicensed engineers, landscape architects, geologists, scientists, surveyors, field professionals, and geospatial professionals with bachelor's or advanced degrees.

Technicians:

Work requires a combination of basic scientific knowledge and manual skills which can be obtained through two years of post high school education, such as is offered in technical schools, community colleges, or through equivalent on-the-job training.

Principal Partners:

Officers and departmental managers at the highest level of EOR staff classification performing technical and quality control supervision.

Support Staff:

Non-manual clerical work performed by office administrators, administrative assistants, bookkeepers, messengers, office helpers, and clerks.

Additional Notes:

- *Reimbursable expenses (Reproduction, Printing, Duplicating, DGPS equipment, field supplies, use/rental of special equipment, etc.) will be billed at cost.*
- *Travel expenses are included in hourly rates*
- *Subcontracted services will be billed at cost plus 15% to cover overhead expenses.*

(*) Rates reviewed and adjusted on an annual basis.

Staff Summary

8/6/2018

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: Keri Navratil, City Manager

SUBJECT: **Motion to Approve United Community Health Center Community Development Block Grant Agreement with Iowa Economic Development Authority**

BACKGROUND: United Community Health Center received a \$600,000 Community Development Block Grant for expansion of their current practice. The local grant match of \$600,000 is from United Community Health Center. The proposed expansion will include adding three medical exam rooms and Behavioral Health Services.

The grant requires the City sponsor the application, which City Council approved on April 2, 2018. At the April 2, 2018, City Council also approved a subrecipient agreement with United Community Health. The agreement states:

1. The Subrecipient shall expend the sum of \$1,408,258 of its own funds constituting 100% of the local matching contribution. This subrecipient contribution, when matched with CDBG funds of \$600,000.00 shall be used to construct the health center expansion in the community in accordance with and as specified in the contract between the City and the Iowa Economic Development Authority.

2. The Subrecipient shall, for the purpose of constructing the aforesaid proposed project, proceed forthwith to engage the services of an engineer, adopt plans and specifications, conduct a bid letting, and award construction contracts in accordance with the laws and regulations of the Iowa Economic Development Authority

FISCAL IMPACT: There is no fiscal impact by sponsoring the grant application.

RECOMMENDATION: **Approve United Community Health Center Community**

Development Block Grant Agreement with Iowa Economic Development Authority

ATTACHMENTS:

Description		Type
	IEDA -CDBG Contract UCHC	Contract

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
CONTRACT**

RECIPIENT: Storm Lake
CONTRACT NUMBER: 18-CF-004
EFFECTIVE DATE: July 11, 2018
AWARD AMOUNT: \$600,000
END DATE: July 31, 2021

THIS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ("CDBG") CONTRACT is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 200 East Grand Avenue, Des Moines, Iowa 50309 ("Authority") and "Recipient", effective as of the date stated above.

WHEREAS, the Authority is designated to receive, administer, and disburse CDBG funds; and

WHEREAS, the Authority desires to disburse grant funds to the Recipient for eligible purposes primarily benefiting low and moderate income persons, eliminating slums and blight, or meeting community development needs having particular urgency; and

WHEREAS, the Recipient submitted an Application for funding to the Authority and the Authority has approved the Application; and

WHEREAS, in approving the Application the Authority has relied upon the Recipient's representations of proposed Project activities, management and financial condition of the Recipient, investment of other Project funds, and other material information contained therein; and

WHEREAS, the Recipient has certified to the Authority that the primary purpose for obtaining CDBG funds is to primarily benefit low and moderate income persons, eliminate slums and blight, or meet community development needs having a particular urgency;

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

ARTICLE 1
DEFINITIONS

As used in this Contract, the following terms shall apply:

- 1.1 **ACT.** Act means Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.).
- 1.2 **ACTIVITY.** "Activity" means the description of eligible work, services, and other accomplishments, as authorized by Section 105 of the "Act" and as further defined in 24 CFR 570.482, as revised April 1, 1997. Activities are found in the line items in the Recipient's "Budget Activity" in IowaGrants.gov account and have specific performance targets.
- 1.3 **ADMINISTRATIVE CODE.** "Administrative Code" means 261 Iowa Administrative Code, Chapter 23 and 25. Iowa Administrative Code is the composite of all rules adopted and administered by the executive branch to implement state law and policy.
- 1.4 **ALLOWABLE COSTS.** "Allowable Costs" are those costs which are identified in the "Budget Activity", Application, and consistent with Federal regulations and guidelines applicable to the CDBG program.
- 1.5 **APPLICATION.** "Application" is the Application the Recipient submitted in IowaGrants.gov.
- 1.6 **BUDGET.** "Budget" means the "Budget Activity" as found in the Recipient's IowaGrants.gov account.
- 1.7 **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).** "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.
- 1.8 **CONTRACT.** "Contract" means this Contract and all of the notes, leases, assignments, mortgages, and similar

documents referred to in the Contract and all other instruments or documents executed by the Recipient or otherwise required in connection with the Contract, including the CDBG grant Application together with any related submittal documents.

1.9 **END DATE.** "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Project activities agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 9.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment A of this Contract.

1.10 **GRANT.** "Grant" means the award of CDBG funds to the Recipient for Project activities.

1.11 **HUD.** "HUD" means the U.S. Department of Housing and Urban Development.

1.12 **IOWAGRANTS.GOV.** "Iowa Grants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system allows you to electronically apply for and manage grants received by the state of Iowa. Persons accessing the system for this purpose are required to register online at www.iowaGrants.gov.

1.13 **LOW- AND MODERATE-INCOME FAMILIES.** "Low- and Moderate-Income Families" means those families earning no more than 80 percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines. Unrelated individuals living together shall be considered as one-person families for this purpose.

1.14 **LOW- AND MODERATE-INCOME PERSONS.** "Low and Moderate Income Person" means a member of a low- and moderate-income family as defined above.

1.15 **PROJECT.** "Project" means the totality of "Activity", to be performed by the Recipient as described in the application the Recipient submitted in iowaGrants.gov and approved by the Authority.

1.16 **RECIPIENT.** "Recipient" means the entity identified above that has been selected to receive Program funds to undertake the funded Project and agrees to comply with all applicable CDBG requirements, including those found in Title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, and any other HUD funded program as applicable. For purposes of this agreement the "Recipient" shall also be considered to meet the definition and qualifications as a " Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this " Subaward" as defined in 2 CFR 200.92.

ARTICLE 2 **FUNDING**

2.1 **FUNDING SOURCE.** The source of funding for the Grant is a Federal appropriation for the Community Development Block Grant (CDBG) Program.

2.2 **RECEIPT OF FUNDS.** All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the CDBG program. Any termination, reduction or delay of CDBG funds to the Authority shall, at the option of the Authority, result in the termination, reduction or delay of CDBG funds to the Recipient.

2.3 **PRIOR COSTS.** If any Recipient has received written approval from the Authority to incur certain costs prior to the Effective Date of this Contract, then said written approval and the terms and conditions therein are incorporated herein and made a part of this Contract by this reference as if fully set forth. Any such costs incurred prior to the Effective Date of this Contract are subject to the Special Conditions and General Conditions of this Contract.

2.4 **DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT.** If the total award amount has not been requested by the Recipient within sixty (60) days after the End Date, then the Authority shall be under no obligation for further disbursement. The Authority may allow access to funds after this time for allowable costs associated with the conduct of the audits required in Article 2.0 of the General Provisions, Attachment A to this Contract.

ARTICLE 3
TERMS OF GRANT

3.1 **TIME OF PERFORMANCE.** The services of the Recipient are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion. All of the services required hereunder shall be completed on or before the End Date.

3.2 **MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the Authority for any item of work or service shall conform to the "Budget Activity" as found in the Recipient's IowaGrants.gov account. It is further understood and agreed that the total of all payments to the Recipient by the Authority for all work and services required under this Contract shall not exceed the Award Amount unless modified by written amendment of this Contract as provided for in Section 1.0 of the General Provisions, Attachment A.

3.3 **LOCAL EFFORT REQUIREMENTS.** The Recipient agrees to provide local contribution to the Project as defined in the "Local" column of the "Budget Activity". Expenditures above this level, necessary to complete the "Budget Activity", shall be paid with local funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 8.1(b), "Reports." The Authority does not agree to allow a delay in the contribution of local cash. When a delay is allowed, the delay shall be until the specified date or until two-thirds of the grant amount has been drawn down, whichever come first, at which time no further Federal funds may be drawn down until sufficient local cash has been expended to attain the ratio of Federal to local funds specified in the Budget.

3.4 **ADMINISTRATION.** This Contract shall be administered in accordance with "Administrative Code" and all applicable State and Federal laws and regulations, including the Iowa Community Development Block Grant Management Guide, which has been distributed by the Authority to the Recipient.

3.5 **SATISFACTORY PERFORMANCE.** For all projects requiring approval of final plans and specifications by the Iowa Department of Natural Resources, said approval shall be completed within eighteen (18) months of the Effective Date of this contract.

ARTICLE 4
PERFORMANCE TARGET ACHIEVEMENT

4.1 **PERFORMANCE TARGETS.** By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the "Budget Activity", and as further elaborated in the Application, as approved by the Authority.

4.2 **DETERMINATION OF CONTRACT PERFORMANCE.** The Authority has the final authority to assess whether the Recipient has met their performance targets by the End Date. The Authority shall determine completion according to the performance targets set forth in the "Budget Activity". The Authority reserves the right to monitor and measure at any time during and after the Contract term the achievement of the performance targets.

ARTICLE 5
USE OF FUNDS

5.1 **GENERAL.** The Recipient shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the approved grant proposal (Application) as summarized in the Recipient's approved Community Development Block Grant "Budget Activity".

5.2 **PROGRAM INCOME.** Proceeds generated from the use of CDBG funds are considered program income when the total amount received by the Recipient in a fiscal year exceeds \$35,000, at which time the entire \$35,000 and excess are considered program income. Prior to the End Date, all program income shall be expended prior to requesting additional CDBG funds. Program income received by the Recipient after the End Date shall be returned to the Authority unless the Recipient has submitted, and the Authority has approved, a re-use plan. If applicable, any CDBG proceeds derived from an approved Revolving Loan Fund are considered program income, regardless of the amount received in any year.

5.3 **BUDGET REVISIONS.** Budget revisions shall be subject to prior approval of the Authority through the contract amendment process. Budget revisions shall be compatible with the terms of this Contract and of such a nature as to qualify as an allowable cost. Budget revisions requested during the final ninety (90) days of the Contract period will be approved by the Authority only if it determines that the revisions are necessary to complete the Project.

5.4 **GENERAL ADMINISTRATIVE COST LIMITATIONS.** Federal funds used for reasonable administrative costs, as allowed under Federal and State regulations, shall be limited to ten percent (10%) of the total CDBG funds as specified in the "Budget Activity". Total administrative costs (Federal plus local) on the Project shall not exceed ten percent (10%) of total Project "Budget Activity". Program income received by the Recipient during the Contract period is subject to the ten percent (10%) administrative cost limitation.

5.5 **COST VARIATION.**

(a) In the event that the total Project cost is less than the amount specified in the Agreement and the "Budget Activity", the CDBG participation shall be reduced at the same ratio to the total Project cost reduction as the original ratio of the CDBG funds to the total Project costs. Any disbursed excess above the reduced CDBG participation amount shall be returned immediately to the Authority.

(b) In the event that the total Project cost is greater than the amount specified in the "Budget Activity", the Authority shall, upon request, consider increasing the CDBG participation in the same ratio to the total increase in Project cost as the original ratio of CDBG funds to the total Project costs. The consideration of an increase of CDBG funds for a Project shall be subject to availability of funds, determination of reasonable and allowable costs, and all other applicable program rules.

(c) The Recipient may request the Authority to increase the CDBG participation to an amount that is higher than the proportional ratio. The Authority may permit such a higher increase if, in the Authority's judgment, the Recipient has demonstrated financial hardship.

ARTICLE 6
CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Recipient any amounts under this Contract:

6.1 **CONTRACT EXECUTED.** The Contract shall have been properly executed and, where required, acknowledged.

6.2 **COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.** Funds shall not be released under this Contract until the Recipient has satisfied the environmental review and release of funds requirements set forth in 24 CFR Part 58, "Environmental Review Procedures for the Community Development Block Grant Program", and summarized in the Iowa CDBG Management Guide. In addition, construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing the Authority with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties." The Recipient shall comply with any programmatic Memorandum of Understanding between the Iowa Economic Development Authority and the Iowa State Historic Preservation Office, applicable to any activities included in this contract.

6.3 **PERMITS AND LICENSES.** The Authority reserves the right to withhold funds until the Authority has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Project commencement.

6.4 **EXCESSIVE FORCE POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's policy on protecting individuals engaged in nonviolent civil rights demonstrations from the use of excessive force by law enforcement agencies within its jurisdiction, and enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction, consistent with the provisions of Section 906 of the National Affordable Housing Act of 1990 and Subsection 104(l) of the Housing and Community Development Act of 1974, as amended.

6.5 **RESIDENTIAL ANTI/DISPLACEMENT AND RELOCATION ASSISTANCE PLAN APPROVAL.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's Residential Anti/Displacement and Relocation Assistance Plan, consistent with the requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended.

6.6 **CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY.** For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.6 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)

APPLICABLE CONDITIONS

16 - Social Services Centers

6.6(b) - Review of handicap accessibility-Letter from architect

- (a) DEPARTMENT OF NATURAL RESOURCES APPROVAL. Construction shall not begin prior to the written approval of the Iowa Department of Natural Resources.
- (b) REVIEW OF HANDICAPPED ACCESSIBILITY. Prior to release of funds for construction, the Authority shall receive and review a signed statement from the Project architect that proposed construction will meet all handicapped accessibility and ADA requirements based on approved design plans.
- (c) DEPARTMENT OF HEALTH APPROVAL. Construction shall not begin prior to receipt of written approval from the Iowa Department of Health.
- (d) FRANCHISE ORDINANCE/28E AGREEMENT. Prior to the release of funds for construction, the Recipient shall submit, as appropriate, either an ordinance authorizing the franchise or an executed 28E Agreement for the activity for the Authority's review.
- (e) BULK PURCHASE AGREEMENT. Prior to release of funds for construction, the Recipient shall submit an executed "Bulk Purchase Agreement" for the Authority's review.
- (f) RURAL WATER CONNECTION FEE PROJECTS. Prior to release of funds for payment of a connection fee, the Authority shall receive and review a copy of the water purchase agreement which outlines the basis for determining the connection fee; a signed letter with the engineer's seal from the project engineer which certifies that construction is complete and water service is available to the Recipient; and a formal invoice from the Subrecipient which requests payment of the connection fee and provides a breakdown of the Federal and local dollar amounts. The Request for Payment/ Activity Status Report for the connection fee will not be processed until the Authority has received the required documentation listed in this Article.
- (g) STATE BUILDING CODE BUREAU APPROVAL. Bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.
- (h) FAÇADE EASEMENTS. Prior to release of funds for construction, the Recipient shall submit, as appropriate, signed copies of all façade easements and construction agreements with property owners when required for downtown revitalization projects.
- (i) STORMWATER DESIGN AND CONSTRUCTION DOCUMENTS. Prior to bidding, the Recipient shall submit project final design and construction documents for the Authority to review for consistency with the original Application or "Budget Activity" subsequently approved by the Authority. Recipient shall also consult with Iowa Department of Agriculture and Land Stewardship (IDALS) Urban Conservation Program Team on project stormwater management designs at 30, 60, 90 percent, and final design. The Recipient shall then secure and upload to www.iowagrants.gov a letter from IDALS confirming stormwater management designs meet the requirements of the Iowa Green Streets Criteria and the Iowa Stormwater Management Manual.
- (j) IOWA GREEN STREETS CRITERIA CONSTRUCTION DOCUMENTS. Prior to bidding, the Recipient shall submit final design and construction documents and Iowa Green Streets Criteria Appendix C for the Authority to review for consistency with the original Application subsequently approved by the Authority when required for applicable Community Facilities and Downtown Revitalization projects as identified in their application.
- (k) PERPETUAL RESTRICTIONS. Prior to release of funds for acquisition, the Recipient shall provide the Authority evidence that appropriate perpetual deed restrictions and agreement for covenants and restrictions as required pursuant to Sections 5.7 and 5.8 of this Contract.

6.7 CONDITIONS TO DISBURSEMENT NECESSITATING OUTSIDE AGENCY ACTION. For each activity number listed below, the Recipient shall comply with the corresponding applicable conditions prior to release of funds for that activity. If no applicable conditions are identified below, none of the conditions in Article 6.7 shall apply to the activities funded by this Contract.

ACTIVITY NUMBER(S)	APPLICABLE CONDITIONS	OUTSIDE AGENCY
16 - Social Services Centers	6.7(b)	United Community Health Center
16 - Social Services Centers	6.7(a)	USDA Rural Development

(a) FUNDING. Funding shall be contingent upon receipt of adequate funds from the identified agency to complete the Project described. The Recipient must submit a copy of the notification of said funding commitment to the Authority before funds can be released to the Recipient. If there is a reduction in the amount of the funds available from this source, the Recipient shall identify an alternative source of funds, and the change in funding sources shall be reflected in an amendment to this Contract. If the funds from the identified agency are rejected, this award is no longer valid. If the other funding is not obligated to the Recipient within 6 months following the announcement of the CDBG award, the CDBG funds shall be considered available to the Authority for allocation to other Projects, and the provisions of the CDBG Administrative Rules concerning contingent awards shall apply.

(b) SUBRECIPIENT AGREEMENT. The Authority, prior to the release of funds, shall review and approve the subrecipient agreement between the Recipient and the identified agency.

(c) CONTINGENT FUNDING. The Authority has awarded these funds contingent upon receipt of other funding from the identified agency.

(d) LONG TERM LEASE AGREEMENT. Prior to release of funds, the Authority shall review and approve a Long Term Lease Agreement or any other binding agreement deemed appropriate by the Authority between two identified agencies. The agreement shall guarantee that the constructed facility as described in this Contract will be allowed to physically remain and continue to be used for the specified purpose. In the event that the use of the facility changes, the Recipient may be required to repay all or part of the grant award as described in Article 9.4 of this Contract.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF RECIPIENT

To induce the Authority to make the Grant referred to in this Contract, the Recipient represents, covenants and warrants that:

7.1 AUTHORITY. The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.

7.2 FINANCIAL INFORMATION. All financial statements and related materials concerning the Project provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

7.3 APPLICATION. The contents of the Application the Recipient submitted to the Authority for funding is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date the Recipient submitted its Application to the Authority.

7.4 CLAIMS AND PROCEEDINGS. There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever their rights to execute the Contract or the ability of the Recipient to make the payments required under the Contract, or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

7.5 PRIOR AGREEMENTS. The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with the Contract.

7.6 EFFECTIVE DATE. The covenants, warranties and representations of this Article are made as of the Effective Date of this Contract and shall be deemed to be renewed and restated by the Recipient at the time of each advance or request for disbursement of funds.

ARTICLE 8
COVENANTS OF THE RECIPIENT

8.1 **AFFIRMATIVE COVENANTS.** Until the Project has been closed out, audited, and approved by the Authority, the Recipient covenants with the Authority that:

(a) **PROJECT WORK AND SERVICES.** The Recipient shall perform the work and services detailed in the "Budget Activity" by the End Date.

(b) **REPORTS.** The Recipient shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority. The Recipient shall review all Requests for Payment and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. After the Recipient has submitted its 1st Request for Payment the Recipient, shall continue to submit Request for Payment at least semiannually for each "Budget Activity".

The Authority reserves the right to require more frequent submission of the Activity Status Report than as shown below if, in the opinion of the Authority, more frequent submissions would help improve the Recipient's CDBG program.

<u>REPORT</u>	<u>DUE DATE</u>
1. Request for Payment / Activity Status Report	As funds are needed
2. Section 3 Report (if applicable)	Submitted annually
3. Updates to the Applicant/Recipient Disclosure Report	As needed due to changes
4. Iowa Green Streets Criteria Appendices D and E or F (if applicable)	Upon construction completion
5. Final request for Payment / Status Report	Within 30 days of End Date
6. Form 3-D, Final Accomplishments and Equal Opportunity Data (if applicable)	Within 30 days of End Date
7. Single Audit Form (required)	Within 30 days of receipt of Notice to Close letter
8. Audit Report (if applicable)	Within 30 days of audit completion

(c) **RECORDS.** The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. The Recipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Contract and shall maintain these materials for a period of five (5) years beyond the date upon which the final audit of the Project is accepted by the Authority. Records for non-expendable property acquired under this Contract shall be retained for a five (5) year period after the final disposition of property. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

(d) **ACCESS TO RECORDS/INSPECTIONS.** The Recipient shall, without prior notice and at any time, permit HUD or its representatives, the General Accounting Office or its representatives, and the Authority, its representatives or the State Auditor, to examine, audit and/or copy (i) any plans and work details pertaining to the Project, (ii) any or all of the Recipient's books, records and accounts, and (iii) all other documentation or materials related to this Contract. The Recipient shall provide proper facilities for making such examination and/or inspection.

(e) **USE OF GRANT FUNDS.** The Recipient shall expend funds received under the Contract only for the purposes and activities described in its CDBG Application, this Contract and as approved by the Authority.

- (f) DOCUMENTATION. The Recipient shall deliver to the Authority, upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, and (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project.
- (g) NOTICE OF PROCEEDINGS. The Recipient shall promptly notify the Authority of the initiation of any claims, lawsuits or proceedings brought against the Recipient.
- (h) INDEMNIFICATION. The Recipient shall indemnify and hold harmless the Authority, its officers and employees from and against any and all losses in connection with the Project.
- (i) NOTICE TO AUTHORITY. In the event the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the Authority.
- (j) CERTIFICATIONS. The Recipient certifies and ensures that the Project will be conducted and administered in compliance with all applicable Federal and State laws, regulations and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following:
- (i) Financial Management guidelines issued by the U.S. Office of Management and Budget, OMB 2 CFR part 200, subpart E.
 - (ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), and regulations which implement these laws.
 - (iii) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended by Presidential Executive Order 11375; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.
 - (iv) Fair Housing Act, Public Law 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws.
 - (v) Department of Housing and Urban Development regulations governing the CDBG program, 24 Code of Federal Regulations, Part 570.
 - (vi) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101 235), and implementing regulations.
 - (vii) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.
 - (viii) Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.
 - (ix) National Environmental Policy Act of 1969 and implementing regulations.
 - (x) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential antidisplacement and relocation

assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.

(xi) Administrative rules adopted by the Iowa Economic Development Authority, 261 Iowa Administrative Code.

(xii) Financial and Program Management guidelines issued by the Iowa Economic Development Authority; the Iowa CDBG Management Guide; and the Authority Audit Guide.

(xiii) Government-wide Restriction on Lobbying Certification [Section 319 of Public Law 101-121] and implementing regulations.

(xiv) Fair Labor Standards Act and implementing regulations.

(xv) Hatch Act (regarding political partisan activity and Federally funded activities) and implementing regulations.

(xvi) Citizen participation, hearing and access to information requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as amended.

(xvii) Subsection 104(l) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.

(xviii) Drug-Free Workplace Act.

(k) MAINTENANCE OF ACTIVITY PROPERTY AND INSURANCE. The following provision shall apply to the project as appropriate. The Recipient and any subrecipient shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Recipient or subrecipient shall pay for and maintain insurance as is customary in its industry. This insurance shall be in an amount not less than the full insurable value of the Project property. The subrecipient shall name the Recipient and Authority as mortgagees and/or an additional loss payees, as appropriate. The Recipient shall name the Authority as a mortgagee and/or an additional loss payee, as appropriate. The Recipient or subrecipient shall maintain copies of the policies as appropriate.

8.2 NEGATIVE COVENANTS. During the Contract term the Recipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly:

(a) ASSIGNMENT. Assign its rights and responsibilities under this Contract.

(b) ADMINISTRATION. Discontinue administration activities under the Contract.

ARTICLE 9 DEFAULT AND REMEDIES

9.1 EVENTS OF DEFAULT. The following shall constitute Events of Default under this Contract:

(a) MATERIAL MISREPRESENTATION. If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of, the Recipient in connection with this Contract or to induce the Authority to make a grant to the Recipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within thirty (30) days after written notice by the Authority is given to the Recipient.

(b) NONCOMPLIANCE. If there is a failure by the Recipient to comply with any of the covenants, terms or conditions contained in this Contract.

(c) END DATE. If the Project, in the sole judgment of the Authority, is not completed on or before the End Date.

(d) MISSPENDING. If the Recipient expends Grant proceeds for purposes not described in the Application, this Contract, or as authorized by the Authority.

(e) INSURANCE. If loss, theft, damage, or destruction of any substantial portion of the property of the Recipient occurs for which there is either no insurance coverage or for which, in the opinion of the Authority, there is insufficient insurance coverage. This provision applies to the project as appropriate.

9.2 **NOTICE OF DEFAULT.** In the event of default, the Authority shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

9.3 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, the Authority shall have the right in addition to any rights and remedies specifically to it to do one or more of the following:

- (a) exercise any remedy provided by law,
- (b) require immediate repayment of up to the full amount of funds disbursed to the Recipient under this Contract plus interest.

9.4 **FAILURE TO MEET PERFORMANCE TARGETS.** If the Recipient is determined by the Authority to be in default of this Contract due to meeting less than one hundred percent (100%) of its Performance Targets, the Authority may require full Grant repayment or, at its discretion, the Authority may require partial repayment of Grant proceeds which allows partial credit for the performance targets which have been met, or the Authority may require other remedies that the Authority determines to be appropriate. For Housing rehabilitation projects only, performance targets shall include income targeting and affordability requirements as required in 261 Administrative Code 25.4(1).

ARTICLE 10 **INCORPORATED DOCUMENTS**

10.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The Recipient shall comply with the terms and conditions of the following documents which are hereby incorporated by reference:

- (a) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (b) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (c) Attachment A, "CDBG Program General Provisions", dated October 18, 2016.
- (d) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

10.2 **ORDER OF PRIORITY.** In the event of a conflict between documents of this Contract, the following order of priority shall govern:

- (a) Articles 1 through 11 herein.
- (b) Attachment A, "CDBG Program General Provisions", dated October 18, 2016.
- (c) Budget Activity, as found in Recipient's IowaGrants.gov account.
- (d) Application, "CDBG Application", as found in Recipient's IowaGrants.gov account.
- (e) "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at www.iowaeconomicdevelopment.com/Community/CDBG.

ARTICLE 11 **MISCELLANEOUS**

11.1 **LIMIT ON GRANT PROCEEDS ON HAND.** The Recipient shall request Project funds only as needed and shall not have more than five hundred dollars (\$500.00) of Grant proceeds, including earned interest, on hand for a period of longer than ten (10) working days, after which time any surplus amount shall be returned to the Authority.

11.2 **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the Authority and Recipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Contract shall be jointly and severally enforceable against the parties to this Contract.

11.3 **SURVIVAL OF CONTRACT.** If any portion of this Contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Contract shall survive the execution of all instruments herein mentioned and shall continue in full force until the Project is completed as determined by the Authority.

11.4 **GOVERNING LAW.** This Contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

11.5 **NOTICES.** Whenever this Contract requires or permits any funding request, notice, report, or written request by one party to another, it shall be delivered through IowaGrants.gov. Alternately the Authority may rely on the United States Mail as the Authority deems appropriate. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Authority may rely on the address of the Recipient set forth heretofore, as modified from time to time, as being the address of the Recipient.

11.6 **WAIVERS.** No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

11.7 **LIMITATION.** It is agreed by the Recipient that the Authority shall not, under any circumstances, be obligated financially under this Contract except to disburse funds according to the terms of the Contract.

11.8 **HEADINGS.** The headings in this Contract are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Contract.

11.9 **INTEGRATION.** This Contract contains the entire understanding between the Recipient and the Authority and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Contract.

11.10 **COUNTERPARTS.** This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11.11 **IOWAGRANTS.GOV.** The Authority reserves the right to require the Recipient to utilize the IowaGrants.gov system to conduct business associated with this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: Storm Lake

BY:

Mayor
Storm Lake
620 Erie Street
Storm Lake, Iowa 50588

Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Timothy R. Waddell, Division Administrator

ATTACHMENT A
GENERAL PROVISIONS
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
October 18, 2016

1.0 AMENDMENT.

(a) WRITING REQUIRED. The Contract may only be amended through written prior approval of the Authority through IowaGrants.gov. Examples of situations where amendments are required include extensions for completion of Project activities, changes to the Project including, but not limited to, alteration of existing approved activities or inclusion of new activities.

(b) UNILATERAL MODIFICATION. Notwithstanding paragraph "a" above, the Authority may unilaterally modify the Contract at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable Federal, State or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Recipient as an amendment to this Contract.

(c) AUTHORITY REVIEW. The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the Authority's original funding decision on the Project. An amendment will be denied if it substantially alters the circumstances under which the Project funding was originally approved; if it does not meet requirements set forth in 261 Iowa Administrative Code, as applicable; or if it conflicts with the Program Rules.

2.0 AUDIT REQUIREMENTS.

(a) SINGLE AUDIT. The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable; and the Iowa CDBG Management Guide.

(b) ADDITIONAL AUDIT. As a condition of the grant to the Recipient, the Authority reserves the right to require the Recipient to submit to a post Project completion audit and review in addition to the audit required above.

3.0 COMPLIANCE WITH LAWS AND REGULATIONS. The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders and orders including all Federal laws and regulations described in 24 CFR subpart K.

4.0 UNALLOWABLE COSTS. If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid by the Authority are unallowable under the terms of the Contract, the expenditures will be disallowed and the Recipient shall repay to the Authority any and all disallowed costs. Real property under the Recipient's control in excess of \$25,000 and equipment that was acquired or improved in whole or in part with CDBG funds shall be used to meet one of the National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement. If Recipient fails to use CDBG assisted real property that meets a National Objective during the five (5) year period the Recipient shall pay IEDA an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement to the real property.

5.0 PROGRAM INCOME. All program income, as defined in 2 CFR part 200, subpart E; 24 CFR 570.489; and 261 Iowa Administrative Code, if applicable; shall be added to the Project "Budget Activity" and used to further eligible Project objectives as defined in the Contract and the "Budget Activity" in the CDBG Application for funding. Program income not used to further Project objectives will be deducted from the total Project "Budget Activity" for the purpose of determining the amount of reimbursable costs under the Contract. In cases of dispute, final decisions regarding the definition or disposition of program income shall be made by the Authority.

6.0 INTEREST EARNED. To the extent that interest is earned on advances of CDBG funds, this interest shall be returned to the Authority, except that the Recipient may keep interest amounts of up to \$100 per year for administrative expenses.

7.0 SUSPENSION. When the Recipient has failed to comply with the Contract, award conditions or standards, the Authority may, on reasonable notice to the Recipient, suspend the Contract and withhold future payments, or prohibit the Recipient from incurring additional obligations of CDBG funds. Suspension may continue until the Recipient completes the

corrective action as required by the Authority. The Authority may allow such necessary and proper costs which the Recipient could not reasonably avoid during the period of suspension provided the Authority concludes that such costs meet the provisions of HUD regulations issued pursuant to OMB 2 CFR part 200, subpart E.

8.0 **TERMINATION.**

(a) **FOR CAUSE.** The Authority may terminate the Contract in whole, or in part, whenever the Authority determines that the Recipient has failed to comply with the terms and conditions of the Contract.

(b) **FOR CONVENIENCE.** The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.

(c) **DUE TO REDUCTION OR TERMINATION OF CDBG FUNDING.** At the discretion of the Authority, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the State.

9.0 **PROCEDURES UPON TERMINATION.**

(a) **NOTICE.** The Authority shall provide written notice to the Recipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved "Budget Activity". The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of noncancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs.

(b) **RIGHTS IN PRODUCTS.** All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the Authority's option, become the property of the Authority.

(c) **RETURN OF FUNDS.** The Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within thirty (30) days of the disallowance.

10.0 **ENFORCEMENT EXPENSES.** The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of its attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Contract.

11.0 **INDEMNIFICATION.** The Recipient shall indemnify and hold harmless the Authority, its officers and employees, from and against any and all losses, accruing or resulting from any and all claims subcontractors, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Recipient in the performance of this Contract.

12.0 **CONFLICT OF INTEREST.**

(a) **GENERAL.** Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, no persons identified in paragraph (b) below who exercise or have exercised any functions or responsibilities with respect to CDBG assisted activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(b) **PERSONS COVERED.** The conflict of interest provisions described above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, or of any designated public agencies, or subrecipients which are receiving CDBG funds.

(c) **CONFLICTS OF INTEREST.** Chapter 68B, Code of Iowa, the "Iowa Public Officials Act", shall be adhered to by the Recipient, its officials and employees.

13.0 **USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.** CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the service of, or fund any contractor or subrecipient during any period of debarment, suspension, or placement in ineligible status under the provisions of 24 CFR Part

24 or any applicable law or regulation of the Department of Labor.

14.0 CIVIL RIGHTS.

(a) DISCRIMINATION IN EMPLOYMENT. The Recipient shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Recipient may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Recipient agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees. Upon the State's written request, the Recipient shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

(b) CONSIDERATION FOR EMPLOYMENT. The Recipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

(c) SOLICITATION AND ADVERTISEMENT. The Recipient shall list all suitable employment openings in the State Employment Service local offices.

(d) CIVIL RIGHTS COMPLIANCE IN EMPLOYMENT. The Recipient shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7, and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Recipient will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

(e) CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING. The Recipient certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

(iii) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(f) PROGRAM NONDISCRIMINATION. The Recipient shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and HUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall, on the basis of race, color, national origin, sex or religion or religious affiliation, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the

Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101 12213) or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) shall also apply to any such program activity, or Project.

(g) FAIR HOUSING. The Recipient shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The recipient shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

(h) SECTION 3 COMPLIANCE. The Recipient shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

(i) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(iii) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(v) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

(vi) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(vii) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(i) NONCOMPLIANCE WITH THE CIVIL RIGHTS LAWS. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations, or requests, this Contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provided by law.

(j) INCLUSION IN SUBCONTRACTS. The Recipient will include the provisions of the preceding paragraphs of Section 14 in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each

subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event the Recipient becomes involved in or is threatened by litigation with a subcontractor or vendor as a result of such direction by the State of Iowa, the Recipient may request the State of Iowa to enter into such litigation to protect the interests of the State of Iowa.

15.0 **POLITICAL ACTIVITY.** No portion of program funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. Neither the program nor the funds provided therefore, nor the personnel employed in the administration of this Contract, shall be in any way or to any extent engaged in the conduct of political activities in contravention of The Hatch Act (5 U.S.C. 15).

16.0 **LIMIT ON RECOVERY OF CAPITAL COSTS.** The Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part under this Contract by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under this Contract are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Housing and Community Development Act of 1974, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Recipient has certified to the Authority that it lacks sufficient funds received under Title I of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of clause (i) above.

17.0 **FEDERAL GOVERNMENT RIGHTS.** If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

18.0 **IOWA ECONOMIC DEVELOPMENT AUTHORITY FRAUD AND WASTE POLICY.** The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.

Staff Summary

8/6/2018

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: Keri Navratil, City Manager

SUBJECT: **Motion to Approve Agreement with Simmering-Cory for Administrative Services for United Community Health Center Community Development Block Grant**

BACKGROUND: United Community Health Center received a \$600,000 Community Development Block Grant for expansion of their current practice. The local grant match of \$600,000 is from United Community Health Center. The proposed expansion will include adding three medical exam rooms and Behavioral Health Services.

The grant requires the City sponsor the application, which City Council approved on April 2, 2018. At the April 2, 2018, City Council also approved a subrecipient agreement with United Community Health. The agreement states:

1. The Subrecipient shall expend the sum of \$1,408,258 of its own funds constituting 100% of the local matching contribution. This subrecipient contribution, when matched with CDBG funds of \$600,000.00 shall be used to construct the health center expansion in the community in accordance with and as specified in the contract between the City and the Iowa Economic Development Authority.

2. The Subrecipient shall, for the purpose of constructing the aforesaid proposed project, proceed forthwith to engage the services of an engineer, adopt plans and specifications, conduct a bid letting, and award construction contracts in accordance with the laws and regulations of the Iowa Economic Development Authority.

Simmering-Cory will assist and perform professional services associated with the implementation, management, and administration of the Community Development Block Grant.

FISCAL IMPACT: There is no fiscal impact by sponsoring the grant application.

RECOMMENDATION: **Approve Agreement with Simmering-Cory for Administrative Services for United Community Health Center Community Development Block Grant**

ATTACHMENTS:

Description		Type
	Administrative Services	Contract

AGREEMENT FOR ADMINISTRATIVE SERVICES

ARTICLE I. This AGREEMENT made and entered into this ____ day of _____, 2018, by and between the City of Storm Lake, hereinafter called the OWNER, and Local Government Professional Services, Inc., DBA Simmering-Cory, hereinafter called LGPS, WITNESSETH:

WHEREAS, the OWNER intends to construct an expansion of the United Community Health Center as outlined in the 2018 Community Development Block Grant application approved by the Iowa Economic Development Authority, hereinafter called the PROJECT; and

WHEREAS, the OWNER has agreed with Iowa Economic Development Authority to perform all services outlined in and required by the Iowa Nonentitlement Community Development Block Grant Contract (hereinafter called STATE CONTRACT) and;

WHEREAS, the OWNER desires to employ LGPS to assist with completion of certain services outlined in the STATE CONTRACT and to perform professional services associated with the implementation, management, and administration of the Community Development Block Grant PROJECT.

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the parties hereto agree as follows:

ARTICLE II. GRANT MANAGEMENT AND ADMINISTRATION.

LGPS agrees to furnish and perform various professional services required for the PROJECT and by the STATE CONTRACT, as follows:

- Day-to-day technical assistance and program management through project completion and close-out.
- Compliance with environmental and SHPO requirements. If an Archeological Phase 1 Site Survey or an Iowa Site File Search is required, the City will contract directly for those services at their expense. Costs for these services may be eligible for reimbursement through grant funds.
- Will provide the necessary publications and forms required for Release of Funds. The cost of publications will be an additional expense outside the cost of the contract for grant administration services and paid directly by the City.
- Required resolutions for procurement and code of conduct.
- State Contract negotiation and program schedule.
- Preparation and submittal of reports and forms as outlined in the State Contract, but not including the audit report.
- Ongoing assistance in establishing and maintaining an overall recordkeeping system.
- Compliance with affirmative action requirements.

- Attendance at all conferences, Council meetings, and State monitoring visits necessary to facilitate the project.
- Compliance with Fair Housing (any costs related to the publication or distribution of federal notices is outside the cost of the grant administration contract and the responsibility of the City), Equal Opportunity, Excessive Force, RARA and Citizen Participation regulations.
- Compliance with the Uniform Acquisition and Relocation Act pertaining to easements and land acquisition.
- Review of contracts and specs to ensure necessary Federal and State regulations are included.
- Requisition of grant funds and requisition of SRF loan funds (if the City is using SRF funding).
- Compliance with Davis-Bacon labor standards requirements and monitoring of weekly contractor payroll forms.
- Compliance with minority participation requirements and contractor clearance.
- Preparation of contract and program amendments as needed.
- We will provide the public notice and hearing announcements for mid project updates as required by IEDA. Any costs related to the publication of the notice is outside of this grant administration contract and the responsibility of the City.
- We will work with the City and their selected engineer on development of the bid package and compliance with federal bid laws. The cost of any required publications is the responsibility of the City and not a part of this grant administration agreement.
- Any additional administrative function as may be required or requested by the State.

The OWNER agrees to fulfill and take certain City Council action required to carry out the work and services outlined by the STATE CONTRACT and necessary for completion of the PROJECT.

ARTICLE III. COMPENSATION. The OWNER shall compensate LGPS for services outlined under ARTICLE II in an amount to not exceed \$20,000.

It is further understood and agreed by both parties, that the payment of fees shall be as follows:

- A. Initial Payment – 10% (\$2,000) at the time of Release of Funds.
- B. Progress Payments – \$2,000 every three (3) months after the Release of Funds.
- C. Final Payment – Balance of contract upon project completion.

ARTICLE IV. IN CONNECTION WITH THE CARRYING OUT OF THIS CONTRACT, ALL PARTIES SHALL COMPLY WITH THE FOLLOWING:

- A. Termination or Abandonment of Project
The OWNER and/or LGPS shall have the right to terminate this contract upon notice in writing. Upon cancellation, the OWNER will be responsible only for those costs incurred by LGPS to the date of termination.
- B. Title VI of the Civil Rights Act of 1964
This act provides that no person shall be excluded from participation, denied benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving Federal financial assistance.
- C. Section 109 of Title I of the Housing and Community Development Act
This act provides that no person shall be excluded from participation, including employment, denied program benefits, or subjected to discrimination on the basis of race, color, physical or mental disabilities, national origin, religion, religious affiliation or sex under any program or activity funded in whole or in part under Title I of this act.
- D. Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.)
This act provides that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving Federal funds.
- E. Section 3 of the Housing and Urban Development Act of 1965 (as amended)
This act provides that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed projects shall be given to lower-income residents of the project area. Section 3 also provides that contracts awarded in connection with such project be awarded to businesses located in, or owned in substantial part by persons residing within the project area.
- F. Access to and Maintenance of Records
LGPS shall, for a period of five years, beginning with the date of submission of the final expenditure report or until audit findings have been resolved, furnish all information and reports required and will permit access to books, records, and accounts by the OWNER, Department of Housing and Urban Development, the Secretary of Labor, the Iowa Economic Development Authority or their authorized representatives, for purposes of investigation to ascertain compliance.
- G. Federal Executive Order 11246
“During the performance of this contract, LGPS agrees as follows:

“1) LGPS will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. LGPS will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. LGPS agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

“2) LGPS will, in all solicitations or advertisement for employees placed by or on behalf of LGPS, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

“3) LGPS will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers’ representative of LGPS’s commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

“4) LGPS will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.

“5) LGPS will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

“6) In the event of LGPS’s noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and LGPS may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

“7) LGPS will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. LGPS will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event LGPS becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, LGPS may request the United States to enter into such litigation to protect the interests of the United States.”

H. The Americans with Disabilities Act

This act guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

I. Awarding Agency Reporting Requirements

The OWNER and LGPS must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

J. Energy Efficiency.

Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Pub. L 94-163, 89 Stat. 871

City of Storm Lake

By: _____

Date: _____

Attest:

By: _____

Local Government Professional Services, Inc.
DBA: Simmering-Cory

By: Jennifer Maass

Date: 7-31-18

Staff Summary

8/6/2018

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: Keri Navratil, City Manager

SUBJECT: **Agreement for Iowa Department of Natural Resources
Administrative Consent Order**

BACKGROUND: On January 29, 2018 the City had a break in a 24 inch gravity sewer line which discharged into the lake. This discharge violated the the Storm Lake's National Pollutant Discharge Elimination System (NPDES) permit in addition to Iowa Code Section 455B.186, Department subrule 567 IAC 64.3(1), 63.6 (1) and 61.3(2).

The City Consents to do the following:

1. Within 30 days of the date the Director signs this order submit a plan to the Department detailing a schedule for the relocation of the storm sewer or sanitary sewer line at the location of the break.
2. Comply with all the provisions of the City's NPDES Permit.
3. Pay an administrative penalty in the amount of \$8,000 within 30 days of the date the Director signs this order.

FISCAL IMPACT: The future fiscal impact is still unknown as the relocation of the line has not been designed. The penalty will be \$8,000 from the wastewater fund.

RECOMMENDATION: Authorize the Mayor to sign the Administrative Consent Order

ATTACHMENTS:

Description	Type
☐ IEDA Consent Order	Contract

IOWA DEPARTMENT OF NATURAL RESOURCES
ADMINISTRATIVE CONSENT ORDER

IN THE MATTER OF: City of Storm Lake Buena Vista County, Iowa NPDES No. 1178001	ADMINISTRATIVE CONSENT ORDER NO. 2018-WW-
--	--

TO: Mike Porsch, Mayor
620 Erie St
P.O. Box 1086
Storm Lake, IA
50588

Keri Navratil, City Manager
620 Erie St
P.O. Box 1086
Storm Lake, IA
50588

I. SUMMARY

This administrative consent order (order) is entered into between the City of Storm Lake (City) and the Iowa Department of Natural Resources (Department). The parties hereby agree to the issuance of this order due to an illegal bypass of untreated wastewater. This discharge also violated the Storm Lake's National Pollutant Discharge Elimination System (NPDES) permit. In the interest of avoiding litigation, the parties have agreed to resolve the violations alleged herein through entry of this order.

Any questions or responses regarding this order should be directed to:

Relating to technical requirements:

Tom Roos
IDNR F.O. #3
1900 N. Grand
Spencer, IA 51301
712-262-4177

Relating to legal requirements:

Carrie Schoenebaum, Attorney
Iowa Department of Natural Resources
502 East 9th Street
Des Moines, Iowa 50319-0034
Phone: 515-725-8244

Payment of penalty to:

**IOWA DEPARTMENT OF NATURAL RESOURCES
ADMINISTRATIVE CONSENT ORDER
The City of Storm Lake**

Iowa Department of Natural Resources
502 East 9th Street
Des Moines, Iowa 50319-0034

II. JURISDICTION

This order is issued pursuant to Iowa Code section 455B.175(1), which authorizes the Director to issue any order necessary to secure compliance with or prevent a violation of Iowa Code chapter 455B, Division III, Part I and the rules promulgated or permits issued pursuant thereto; and Iowa Code section 455B.109 and 567 Iowa Administrative Code (IAC) chapter 10, which authorize the Director to assess administrative penalties.

III. STATEMENT OF FACTS

The parties agree to the following statement of facts:

1. On February 2, 2002, the City was issued NPDES Permit No. 1178001 for its wastewater treatment facility located at Section 24, T90N, R37W, in Buena Vista County, Iowa. The facility discharges wastewater from this location into Outlet Creek which flows to the Raccoon River. This wastewater treatment facility consists of a collection system with 19 lift stations and an activated sludge treatment plant. The treatment plant consists of the following units and/or processes: a mechanically cleaned fine screen, a manually cleaned bar screen (for use if the fine screen is bypassed), a vortex grit removal chamber with grit washer, a two-cell flow equalization basin, two oxidation ditches, two final clarifiers, and two banks of UV disinfection. Sludge is stabilized in an aerobic digester, thickened by two gravity sludge thickeners, dewatered using a rotary filter press with polymer addition, and stored in a covered biosolids storage building or an uncovered sludge storage pad prior to disposal by land application.
2. On January 29, 2018, at 9:45 am the Department received a call from Mike Davis, the Superintendent at the City's wastewater treatment facility. Mr. Davis called to report a wastewater bypass to Storm Lake. He stated that the City discovered a break in a 24 inch gravity sewer line. This line is contained within a concrete storm sewer structure. Mr. Davis stated that he did not know exactly when the bypass began but estimated that it began on January 26, 2018, when the line was jetted by a contractor. Mr. Davis estimated that wastewater flowed at a rate of 500 gallons a minute from the break into the storm sewer and then into Storm Lake.

The City reported to Tom Roos, Senior Environmental Specialist with the Department, that it did not have the necessary equipment (repair clamp) to repair the broken sewer line. The City stated that it had called its equipment supplier and that supplier stated that it would take several days to obtain one. After receiving this information Mr. Roos contacted another wastewater treatment facility and was able to obtain the appropriate repair clamp. Mr. Roos picked up that repair clamp and delivered it to the City at approximately 12:00 pm. Once on site, Mr. Roos observed the broken sewer line and the point at which the wastewater discharged into Storm Lake. Mr.

**IOWA DEPARTMENT OF NATURAL RESOURCES
ADMINISTRATIVE CONSENT ORDER
The City of Storm Lake**

Roos observed dark brown water flowing into the lake, the discharge was melting the ice in the lake, and solids were observed in the wastewater.

At approximately 4:30 pm Mr. Davis reported that a temporary repair had been made to the line and the bypass to the lake had ceased.

3. Mr. Davis reported to the Department that on February 2, 2018, permanent repairs were made to the line by the City's contractor.

4. On February 9, 2018, the Department sent a Notice of Violation (NOV) to the City for the above discussed violations.

IV. CONCLUSIONS OF LAW

The parties hereby agree to the following conclusions of law:

1. Iowa Code section 455B.186 prohibits the discharge of pollutants into a water of the state, except for adequately treated pollutants discharged pursuant to a permit issued by the Department. The above stated facts demonstrate non-compliance with this provision.

2. Department subrule 567 IAC 64.3(1) provides that no person shall operate any wastewater disposal system or part thereof without, or contrary to any condition of, an operation permit issued by the Director. The above stated facts demonstrate non-compliance with this provision.

3. 567 IAC 63.6 (1) prohibits "[b]ypasses from any portion of a treatment facility [.]". The above stated facts demonstrate non-compliance with this provision.

4. 567 IAC 61.3(2) "c" states that "[s]uch waters shall be free from materials attributable to wastewater discharges ... producing objectionable color, odor or other aesthetically objectionable conditions." The above stated facts demonstrate non-compliance with this provision.

5. NPDES Permit No. 1178001 Standard Condition 8 requires that "[a]ll facilities and control systems shall be operated as efficiently as possible and maintained in good working order. A sufficient number of staff, adequately trained and knowledgeable in the operation of your facility shall be retained at all times ... and appropriate quality assurance procedures shall be provided to maintain compliance with the conditions of this permit." The above stated facts demonstrate non-compliance with this provision.

V. ORDER

IOWA DEPARTMENT OF NATURAL RESOURCES
ADMINISTRATIVE CONSENT ORDER
The City of Storm Lake

THEREFORE, the Department orders, and the City consents to do, the following:

1. Within 30 days of the date the Director signs this order submit a plan to the Department detailing a schedule for the relocation of the storm sewer or sanitary sewer line at the location of the break which is discussed in this order;
2. In the future comply with all provisions of the City's NPDES permit; and
3. Pay an administrative penalty in the amount of \$8,000.00 within 30 days of the date the Director signs this order.

VI. PENALTY

1. Iowa Code section 455B.191 authorizes the assessment of civil penalties of up to \$5,000.00 per day of violation for the violations involved in this matter.

2. Iowa Code section 455B.109 authorizes the Environmental Protection Commission (Commission) to establish by rule a schedule of civil penalties up to \$10,000.00 which may be assessed administratively. The Commission has adopted this schedule with procedures and criteria for assessment of penalties in 567 IAC chapter 10. Pursuant to this chapter, the Department has determined that the most effective and efficient means of addressing the above-cited violations is the issuance of an administrative order with an administrative penalty. The administrative penalty is determined as follows:

a. **Economic Benefit.** 567 IAC chapter 10 requires that the Department consider the costs saved or likely to be saved by noncompliance. 567 IAC 10.2(1) states that "where the violator received an economic benefit through the violation or by not taking timely compliance or corrective measures, the department shall take enforcement action which includes penalties which at least offset the economic benefit." 567 IAC 10.2(1) further states, "reasonable estimates of economic benefit should be made where clear data are not available." A small economic benefit was obtained through avoiding the cost of treating, reusing, or holding the bypassed wastewater. In addition, City staff was not properly trained or prepared for responding to this type of event. The City should have had a repair clamp for broken sewer line on hand. Therefore, an economic benefit was obtained through failure to properly train staff and not having the equipment necessary for repairs on site. For that reason, \$2,000.00 is assessed for this factor.

b. **Gravity of the Violation.** One of the factors to be considered in determining the gravity of a violation is the amount of penalty authorized by the Iowa Code for the type of violation. As indicated above, substantial civil penalties are authorized by statute. Despite the high penalties authorized, the Department has decided to handle the violations administratively at this time, as the most equitable and efficient means of resolving the matter. Storm Lake is impaired for turbidity and a significant amount of money has been spent on lake restoration. Storm Lake is

**IOWA DEPARTMENT OF NATURAL RESOURCES
ADMINISTRATIVE CONSENT ORDER
The City of Storm Lake**

highly recreated, such uses include fishing, swimming, and water sports. Unauthorized discharges degrade water quality. Degraded water quality harms aquatic life, prevents the attainment of state water quality goals, and causes a decline in the quality of life generally. Therefore, the amount of \$3,000.00 is assessed for this factor.

c. **Culpability.** In determining the degree of intent or negligence the standard of care required by the laws of the state of Iowa should be considered. The Department asserts that the City's actions were negligent rather than intentional. Generally negligence is defined as "the failure to exercise the standard of care that a reasonably prudent person would have exercised in a similar situation." *Black's Law Dictionary*, 470 (2nd Pocket Edition, 2001). The violations involved in this order were violations of conditions of the Iowa Code and Iowa Administrative Code and the City's NPDES permit. The proximity of the City's stormwater and sewer lines to Storm Lake demands that the City exercise the highest standard of care in the operation of its wastewater treatment plant. Because staff was not properly trained and staff did not have the equipment on hand necessary to quickly fix the broken line it is apparent that the City's actions were negligent. Moreover, the City was unable to locate the necessary equipment to repair the broken sewer; the equipment was located by Department staff. For that reason, \$3,000.00 is assessed for this factor.

VII. WAIVER OF APPEAL RIGHTS

Iowa Code section 455B.175(1) and 561 IAC 7.4(1), as adopted by reference by 567 IAC chapter 7, authorize a written notice of appeal to the Commission. This order is entered into knowingly by and with the consent of the City. By signature to this order, all rights to appeal this order are waived by the City.

VIII. NONCOMPLIANCE

Failure to comply with this order may result in the imposition of further administrative penalties or referral to the Attorney General to obtain injunctive relief and civil penalties pursuant to Iowa Code section 455B.191. Compliance with Section V. of this order constitutes full satisfaction of all requirements pertaining to the violations described in this order.

On Behalf of the City of Storm Lake

Dated this ____ day of _____, 2018

ACTING DIRECTOR
IOWA DEPARTMENT OF NATURAL RESOURCES

Dated this ____ day of _____, 2018

IOWA DEPARTMENT OF NATURAL RESOURCES
ADMINISTRATIVE CONSENT ORDER
The City of Storm Lake

The City of Storm Lake NPDES Permit No. **1178001** (Copy of Order to Central Office Records File), Tom Roos F.O. 3, Carrie Schoenebaum- Legal Services Bureau, U.S. E.P.A, I.C.7.b.

Staff Summary

8/6/2018

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: **Motion to Approve Agreement with ISG**

BACKGROUND: On January 29, 2018 the City had a break in a 24 inch gravity sewer line which discharged into the lake. This discharge violated the the Storm Lake's National Pollutant Discharge Elimination System (NPDES) permit in addition to Iowa Code Section 455B.186, Department subrule 567 IAC 64.3(1), 63.6 (1) and 61.3(2).

The City Consents to do the following:

1. Within 30 days of the date the Director signs this order submit a plan to the Department detailing a schedule for the relocation of the storm sewer or sanitary sewer line at the location of the break.
2. Comply with all the provisions of the City's NPDES Permit.
3. Pay an administrative penalty in the amount of \$8,000 within 30 days of the date the Director signs this order.

The City has requested that ISG assist with planning to relocate the storm sewer or sanitary sewer line outlined in the DNR Consent Order.

FISCAL IMPACT: The future fiscal impact is still unknown as the relocation of the line has not been designed. The penalty will be \$8,000 from the wastewater fund.

RECOMMENDATION: Approve contract with ISG

ATTACHMENTS:

Description	Type
□ Professional Service	Contract



August 2, 2018

Keri Navratil
City Administrator
City of Storm Lake
620 Erie Street
Storm Lake, IA 50588
Via Email: navratil@stormlake.org

RE: Professional Design Services for Storm/Sanitary Sewer Relocation
Memorial Lift Station Area, Storm Lake

Keri,

Thank you for the opportunity to provide a proposal for evaluation of options to remedy a sanitary/storm sewer conflict in a concrete junction structure near the Memorial Lift Station. We understand this structure has caused concerns in the past, and the City is looking for options to eliminate the potential for future problems. We reviewed the suspected cross connection on Spooner Street, and based on our field review, it appears that location has been corrected as part of a previous project.

We are confident that we can provide a collaborative approach, timely response, and creative design in partnership with the City's team to deliver a successful solution. We have developed the following scope of work to outline our proposed plan.

Topographical Survey

Based on our meeting with City staff, it does not appear the existing utility maps or GIS contain the utility elevation data necessary to evaluate the feasibility of relocating either the sanitary or storm sewer utilities in order to eliminate the existing conflict near the Memorial Lift Station. Therefore, ISG will perform a topographical survey to collect the elevation of applicable storm and sanitary infrastructure.

Preliminary Design

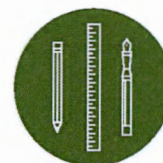
ISG will evaluate the results of the topographical survey to develop options for eliminating the structure containing the junction of the storm and sanitary utilities. The order of preference to correct the problem is as follows:

1. Relocate the storm sewer to a location and/or elevation to resolve the conflict.
2. Install a sump structure to relocate the storm sewer pipe below the sanitary at the conflict location.
3. Relocate the sanitary sewer to a location and/or elevation to resolve the conflict.

In addition, ISG will provide a preliminary concept with an opinion of probable cost for the options deemed feasible.



RESPONSIVE



CREATIVE



INGENIOUS



EAGER



ACCOUNTABLE

Final Design

ISG will prepare drawings and specifications based upon the approved preliminary design concept. Document sets will be provided for review at the 95% completion phase and the 100% completion phases. Revisions will be made as appropriate during the reviews at each phase, as well as updates to the opinion of probable costs.

Permitting Phase

If it is possible to relocate the storm sewer utility to resolve the conflict, a construction permit from IDNR may not be required. However, any plans to alter or relocate the sanitary sewer will require an IDNR construction permit. If a construction permit is required, ISG will prepare and submit the necessary construction documents and IDNR construction schedules.

Bidding Phase

The final scope and opinion of probable cost for of the project will determine whether the City can obtain competitive quotations or will be required to publicly bid the project. Support services through the bidding phase can be provided by ISG to prepare addenda, respond to contractor inquiries, review of proposed subcontractors and suppliers, and evaluation of material substitutions. ISG can provide these services under a separate proposal once the final scope and bidding requirements of the project are known.

Construction Phase

During construction, ISG is available to provide the following services:

- Attending the Pre-Construction conference
- Reviewing the construction schedule
- Review shop drawings
- Conducting site observations
- Providing clarification and interpretation of documents
- Assistance in preparing change orders or work Change Directives
- Reviewing product substitution requests
- Rendering decisions on any Owner and Contractor disagreements
- Preparation of record drawings based upon the contractor's field records
- Project closeout documents

ISG can provide these services on an as-needed, hourly rate under a separate proposal once the final scope of the project is known.

Compensation

ISG proposes to provide the scope of services described within this proposal for compensation in accordance with the following schedule:



SERVICE	COMPENSATION
Topographical Survey Phase	\$1,500.00
Preliminary Design Phase	\$1,500.00
Final Design Phase	\$3,000.00
Permitting Phase (if required)	\$800.00
Bidding Phase	TBD
Construction Services Phase	TBD

Reimbursable Expenses

Anticipated reimbursable expenses such as travel time, mileage expense, printing costs, etc. are included within the compensation listed above. The Owner will be responsible for the cost of review and permit related costs, and any additional sewer/storm sewer televising that may be required to adequately identify utilities. ISG is willing coordinate the third-party televising activities at no additional charge.

Please contact me with any questions regarding our services or this proposal. To provide acceptance of this proposal and authorization to proceed, please sign the acknowledgement below and return a copy to our office. Upon receipt of a signed proposal, ISG will contact you to determine an appropriate schedule that meets the City's needs for this project. We look forward to assisting the City on this project.

Sincerely,

Tom Grafft
Associate Principal

ACKNOWLEDGEMENT OF ACCEPTANCE

Accepted this ____ day of _____, 2018

For: _____

Signature: _____

Printed Name: _____

Title: _____

Staff Summary

8/6/2018

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. 08-R-2018-2019 Terminating LMI No. 5 Housing Urban Renewal Plan and ending the LMI No. 5 Housing Urban Renewal Area**

BACKGROUND: City Council adopted Resolution No. 29-R-2016-2017 on October 17, 2016, creating LMI No. 5 Housing Urban Renewal Plan. The City has determined that the Plan and Area are no longer fulfilling the purposes set out in Iowa Code Chapter 403. The City has determined that the plan and Area are no longer fulfilling the purposes set out in Iowa Code Chapter 403.

FISCAL IMPACT: The property will no longer be eligible for Low to Moderate Income tax credits.

RECOMMENDATION: Approve Resolution No. 08-R-2018-2019

ATTACHMENTS:

Description	Type
☐ Resolution No. 08-R-2017-2018	Resolution

RESOLUTION NO. 08-R-2018-2019

RESOLUTION TERMINATING THE LMI NO. 5 HOUSING URBAN
RENEWAL PLAN AND ENDING THE LMI NO. 5 HOUSING URBAN
RENEWAL AREA.

WHEREAS, by Resolution No. 29-R-2016-2017, adopted October 17, 2016, this Council adopted the LMI No. 5 Housing Urban Renewal Plan ("Plan") for the LMI No. 5 Housing Urban Renewal Area ("Area"), which Area included:

A part of Lot 1 of the Auditor's Subdivision of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) 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 (SW $\frac{1}{4}$) of said Section 34; thence on an assumed bearing of South 89°44'31" West, along the North line of said Southwest Quarter (SW $\frac{1}{4}$), 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.

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, Ordinance No. 03-0-2016-2017 was adopted for the division of tax revenue in the Area under Iowa Code Section 403.19; and

WHEREAS, the City has determined that the Plan and Area are no longer fulfilling the purposes set out in Iowa Code Chapter 403; and

WHEREAS, the City has determined that it is in the best interest of the City to terminate the Plan and end the Area.

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

Section 1. The LMI No. 5 Housing Urban Renewal Plan adopted by the City by Resolution No. 29-R-2016-2017 on October 17, 2016 is hereby terminated, and the LMI No. 5 Housing Urban Renewal Area is hereby ended.

Section 2. Ordinance No. 03-0-2016-2017, adopted for the division of revenue under Iowa Code section 403.19, will be repealed by separate ordinance.

PASSED AND APPROVED this 6th day of August, 2018.

Michel Porsch, Mayor

ATTEST:

Mayra A. Martinez City Clerk

Staff Summary

8/6/2018

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: **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

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

8/6/2018

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: Keri Navratil, City Manager

SUBJECT: **Resolution No. 09-R-2018-2019 determining the necessity and fixing date for a public hearing on the matter of the adoption of a proposed Amendment No. 2 to the Urban Revitalization Plan**

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

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

In order to fulfill the City Council's desire to provide more market rate housing the proposed amendment would allow a t

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

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

RECOMMENDATION: Approve Resolution No. 09-R-2018-2019 - The Public Hearing will be held on September 4, 2018 at 5:00 p.m. in City Council

Chambers.

ATTACHMENTS:

Description	Type
 Resolution No. 09-R-2018-2019	Resolution

RESOLUTION NO. 09-R-2018-2019

RESOLUTION DETERMINING THE NECESSITY AND FIXING DATE FOR A PUBLIC HEARING ON THE MATTER OF THE ADOPTION OF A PROPOSED AMENDMENT NO. 2 TO THE URBAN REVITALIZATION PLAN

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

WHEREAS, by the foregoing action, the Council has determined that the Storm Lake Urban Revitalization Area ("Urban Revitalization Area" or "Area") within the City can be revitalized as authorized by Chapter 404, Code of Iowa (the "Act"); and

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

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

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

WHEREAS, the property within the Area currently includes the entire incorporated City of Storm Lake, Iowa; and

WHEREAS, before such Amendment can be adopted, it is necessary that a public hearing be held thereon and that due notice be given in accordance with the requirements of the Act.

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

Section 1. It is determined that the rehabilitation, conservation, redevelopment, economic development, or a combination thereof of the Area is necessary in the interest of the public health, safety, or welfare of the residents of the City, and the Area substantially meets the criteria of Section 404.1, and the proposed Amendment, attached to this Resolution as Exhibit 1, is declared to substantially meet the criteria of Iowa Code Section 404.2.

Section 2. It is determined that it is in the best interests of the citizens of the City to hold a public hearing on the matter of the adoption of the Amendment, on the 4th day of September, 2018 at 5:00 P.M., in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa.

Section 3. That the City Clerk be and is hereby directed to publish a notice of a public hearing on the Amendment, at least once not less than seven days prior to the date of said public hearing, as provided in Section 404.2(6) of the Code of Iowa. September 4, 2018 is the next regularly scheduled City Council meeting after the publication of notice.

Section 4. Be it further resolved that copies of the Amendment be made available to the public through the office of the City Clerk.

Section 5. The notice of the proposed hearing shall be in substantially the following form:

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

Public notice is hereby given that the City Council of the City of Storm Lake, Iowa, will hold a public hearing on the 4th day of September, 2018, at 5:00 P.M., in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at which meeting the Council proposes to take action on the adoption of an Amendment No. 2 to the Urban Revitalization Plan ("Amendment") described therein, under the authority of Chapter 404 of the Code of Iowa, as amended.

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

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

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

Dated this _____ day of _____, 2018.

City Clerk of Storm Lake, Iowa

(End of Notice)

PASSED AND APPROVED this 6th day of August, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

EXHIBIT 1

AMENDMENT NO. 2

URBAN REVITALIZATION PLAN

STORM LAKE REVITALIZATION AREA

CITY OF STORM LAKE, IOWA

Original Plan – February 2005

Amendment #1 – March 2014

Amendment #2 – September 2018

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

HISTORY AND INTRODUCTION

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

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

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

SECTION I: ELIGIBLE IMPROVEMENTS

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

I. ELIGIBLE IMPROVEMENTS

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

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

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

SECTION K: EXEMPTIONS

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

K. EXEMPTIONS

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

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

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

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Staff Summary

8/6/2018

Agenda Item # 14.



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

REPORT TO: Honorable Mayor and City Council

FROM: David Derragon, Assistant City Manager

SUBJECT: **Resolution No. 10-R-2018-2019 Approving Change Order No. 1 for the 7th & Geneseo Sanitary Sewer Project**

BACKGROUND: This project is one of the eight NRDC-HUD funded projects. The project provides replacement of an undersized 10" trunk sanitary sewer main and replaces it with a 15" sewer from the intersection of 7th and Ontario to the existing 18" trunk sewer located approximately 500 feet north of Geneseo by Hwy 7. The undersized trunk sewer collects infiltration/inflow and causes severe surcharging in the system upstream of this location. The surcharging has damaged the sewer pipes and constricted the volume of flow. The impacts are basement sewer backups and the need to conduct local bypass pumping by City personal.

On February 19, City Council approved the low bid from Hulstein Excavating in the amount of \$306,440.05.

Change Order No. 1 covers 15 items noted in the Engineer's memo which is attached. Some of the items included in the Change Order are the addition of appropriate erosion control measures, proper inlet protection and additional paving to properly restore the property.

FISCAL IMPACT: Total for Change Order No. 1 is \$42,762.55 and the project is funded 75% federal funds and 25% sanitary sewer collection funds.

RECOMMENDATION: Staff recommends that Council adopt Resolution No. 10-R-2018-2019 approving Change Order No. 1 for the 7th & Geneseo Sanitary Sewer Project and authorize the Mayor and City Clerk to sign.

ATTACHMENTS:

Description

Type

- ▣ Engineer Memo
- ▣ Change Order Quantities
- ▣ Change Order No. 1
- ▣ Resolution No. 10-R-2018-2019

Backup Material
Backup Material
Change Order
Resolution

MEMORANDUM

TO: Storm Lake City Council

FROM: WHKS & Co.

DATE: July 30, 2018

RE: 7th and Geneseo Sanitary Sewer Project :: Change Order #1

The following are descriptions and reasons for the various work items included in Change Order #1. Refer to the accompanying spreadsheet for costs.

1. Erosion Control Waddles/Silt Fence Installed – Erosion control measures were added to the project to prevent sediment from soil piles from leaving the project site.
2. Erosion Control Waddles/Silt Fence Removed – This item is for removing the erosion control measures from the site, upon completion of the project.
3. Inlet Protection - Erosion control measures were added to the project to prevent sediment from soil piles from entering the storm sewer system.
4. Restaking Site – The surveyor was required to make an additional mobilization to the project site to restake a portion of the project.
5. Additional 6" Paving – Additional pavement was removed and replaced for various reasons, such as poor existing pavement to tie into and undermining from the trench excavation.
6. Additional 8" Paving - Additional pavement was removed and replaced for various reasons, such as poor existing pavement to tie into and undermining from the trench excavation.
7. Curb and Gutter – This item is related to Items #5 and #6.
8. Removals – This item is related to Items #5 and #6.
9. Modified Subbase – This item is related to Items #5 and #6.
10. Fabric – This item is related to Items #5 and #6.
11. Hydroseeding - This item is related to Items #5 and #6.
12. Manhole #4 Additional Work – Extra work was needed to revise the manhole due to the existing pipes differing from what was expected.
13. Manhole #1 Additional Work – Extra work was needed to revise the manhole due to the existing pipes differing from what was expected.

14. Credit for 7" Pavement rather than 8.5" Pavement – The contractor is providing a credit for the concrete not used. The new pavement was built to match the existing pavement depth, rather than the depth bid on the project.
15. Credit for Drop Connection – The contractor is providing a credit for the labor that was not required to build a drop connection into a manhole.

7th St. and Geneseo St. Change Order

	Description	Unit	Quantity	Unit Price	Total Price
1	Erosion Control Waddles/Silt Fence Installed	FT	1000	\$ 7.00	\$ 7,000.00
2	Erosion Control Waddles/Silt Fence Removed	FT	1000	\$ 1.50	\$ 1,500.00
3	Inlet Protection	Each	3	\$ 750.00	\$ 2,250.00
4	Restaking Site	LS	0.5	\$ 1,750.00	\$ 875.00
5	Additional 6" Paving	SY	203	\$ 66.75	\$ 13,516.88
6	Additional 8" Paving	SY	157	\$ 63.25	\$ 9,898.63
7	Curb and Gutter	LF	95	\$ 28.00	\$ 2,660.00
8	Removals	SY	359	\$ 16.41	\$ 5,891.19
9	Modified Subbase	CY	36	\$ 53.00	\$ 1,908.00
10	Fabric	SY	217	\$ 1.65	\$ 358.05
11	Hydroseeding	SY	75	\$ 5.25	\$ 393.75
12	Manhole #4 Additional Work	LS	1	\$ 2,500.00	\$ 2,500.00
13	Manhole #1 Additional Work	LS	1	\$ 900.00	\$ 900.00
14	Credit for 7" Pavement Rather than 8.5" Pavement	SY	555	\$ (5.21)	\$ (2,888.95)
15	Credit for Drop Connection	Each	1	\$ (4,000.00)	\$ (4,000.00)
					\$ 42,762.55

1412 6th Street SW, P.O. Box 1467
Mason City, IA 50402-1467
Phone: 641.423.8271
Fax: 641.423.8450
Email: masoncity@whks.com
Website: www.whks.com



CHANGE ORDER

CHANGE ORDER NO.: 1 PROJECT NO.: 8406
PROJECT NAME: 7th and Geneseo St. Sanitary Sewer
LOCATION: Storm Lake, Iowa
CONTRACTOR: Hulstein Excavating
ADDRESS: 147 175th Ave. Edgerton, MN 56128

TO CONTRACTOR:

You are hereby ordered to make the following change(s) in the plans and/or specifications for the above designated project:

1. Description of change(s) to be made:
a) Refer to attached memo
2. Reason for ordering change:
a) Refer to attached memo
3. Settlement for the cost of the above change is to be made as follows:
a) Refer to attached spreadsheet
4. This change order increases the contract time by 0 working days.

5. Summary of Costs:

Original Contract Price	\$ <u>306,440.05</u>
Net increase of this Change Order	\$ <u>42,762.55</u>
Total increase of Previous Change Order(s)	\$ <u>0</u>
Total increase of all Change Orders to Date	\$ <u>42,762.55</u>
Total Revised Contract Price to Date	\$ <u>349,202.60</u>

Agreed to by:

Owner's Authorized Rep.	Title	Date
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Agreed to by:

<u>Donna R. Hulstein</u>	<u>Secretary</u>	<u>7/31/18</u>
Contractor's Authorized Rep.	Title	Date

Recommended by:

<u>Chase Holien</u>	<u>Project Manager</u>	<u>7/31/18</u>
Engineer	Title	Date

RESOLUTION NO. 10-R-2018-2019

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

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

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

Change Order No. 1 includes the additional work for \$42,762.55.

Total amount of change order #1 is \$42,762.55. Total of contract after Change Order No. 1 is \$349,202.60.

PASSED AND APPROVED this 6th day of August, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

8/6/2018

Agenda Item # 15.



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

REPORT TO: Honorable Mayor and City Council

FROM: Scott Olesen, Building Official

SUBJECT: **Worksession - Chapter 10-6 Public Ways**

BACKGROUND: City Staff will provide information regarding the Storm Lake Code Chapter 10-6 Public Ways.

FISCAL IMPACT: N/A

RECOMMENDATION: N/A

ATTACHMENTS:

Description	Type
❏ Draft Ordinance	Backup Material
❏ Indemnification Agreement	Backup Material
❏ Application	Backup Material
❏ Bench Samples	Image

CHAPTER 10-6

PUBLIC WAYS

Section :

10-6-1	Definitions
10-6-2	Use of Public Sidewalks Restricted
10-6-3	Permitted Uses
10-6-4	Usable Sidewalk Café Area
10-6-5	Days and Hours of Operation
10-6-6	Sound Equipment
10-6-7	Sidewalk Café and Retail Sale Agreement
10-6-8	Debris on Sidewalks
10-6-9	Merchandise Display
10-6-10	Sales Stands
10-6-11	Operation of Sidewalk Cafes and Retail Sales

Section 10-6-1 DEFINITIONS. As used in this chapter, the following definitions apply:

1. "Pedestrian" means any person traveling on foot or wheelchair.
2. "Public right-of-way" means any public street, alley, roadway, sidewalk, walkway, right-of-way or public way designed for vehicular, bicycle or pedestrian travel and dedicated to public use.
3. "Restaurant" means a business whose primary function is the service of food to customers and which meets the following criteria:
 - A. Prepares meals on the premises and provides meal service to each floor of the premises which is open to the public while the kitchen is open; Has a food service menu from which customers may order;
 - B. Has an employee whose primary duty is the preparation of food and an employee whose primary duty is to serve food to customers;
 - C. Has a kitchen separate from the bar equipped with all of the following: a stove, a griddle, a grill or broiler, and a food refrigeration unit;
 - D. Operates the restaurant service during at least sixty percent (60%) of the hours that the business is open to the public;
 - E. Holds itself out to be a restaurant and advertises itself as a restaurant if it advertises; and
 - F. Includes a café, cafeteria, coffee shop, delicatessen, ice cream shop, lunchroom or tearoom.
4. "Sidewalk" means the improved portion of public right-of-way dedicated to and/or intended primarily for pedestrian use.
5. "Sidewalk café" means an outdoor area located temporarily on a public sidewalk contiguous with any side of a building wherein a restaurant is located and where food and beverages are taken for consumption by persons sitting or standing at tables in that area. Sidewalk cafés located on a structure on top of a public sidewalk are subject to approval of the Council, and must provide suitable access for persons with disabilities. Such structures shall not be more than eight (8) feet in height, measured from the lowest point of the existing sidewalk elevation to the top of the railing, excluding amenities. Permitted sidewalk cafés must abide by the requirements and limitations as determined by the Council.

6. "Retail Sales" means the sale of goods or merchandise permitted to be sold in the Central Business District, in the area of the sidewalk directly adjacent to the business which offers the goods for sale inside of the adjacent building.

Section 10-6-2 USE OF PUBLIC SIDEWALKS RESTRICTED.

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

Section 10-6-3 PERMITTED USES.

1. Sidewalk cafés shall be permitted in the public right-of-way only.
2. The sidewalk café area must be contiguous with any side of a building wherein a restaurant or food service establishment is located, and shall be referred to as the "sidewalk café area."
3. The sidewalk café, as part of a restaurant, must be licensed by the Buena Vista County Sanitarian.
4. Retail sales contiguous to and associated with the adjoining business.
5. Benches installed in accordance with this chapter.

Section 10-6-4 USABLE SIDEWALK CAFÉ AREA.

1. A sidewalk café, retail area, or bench may not extend onto the sidewalk in a manner that will not allow a minimum of five (5) feet of unobstructed sidewalk, except for trees, adjacent to the street for pedestrian use.
2. No tables, chairs, benches or retail sales area shall be placed in street corner areas defined by building lines extended to the street, and no closer than ten (10) feet from an alley.
3. A sidewalk café or retail sales area may not utilize any public amenities such as benches, seats, tables or trash receptacles.

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

1. A public right-of-way license agreement shall be issued yearly.
2. The sidewalk café may be operated and used from April 1 through October 31 of each year, subject to snow fall or with the exception for special events as approved by the City Council.
3. Sidewalk cafés and retail areas shall be operated each day only between the hours of 7:00 a.m. and 10:00 p.m., with the exception of special events as approved by the Storm Lake City Council.
4. Sidewalk cafés shall not operate when the restaurant kitchen is closed.

Section 10-6-6 SOUND EQUIPMENT.

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

Section 10-6-7 SIDEWALK CAFÉ AND RETAIL SALES LICENSE AGREEMENT.

1. Establishments must apply for and obtain a public right-of-way license agreement from the City prior to operation. Each applicant shall file an application with the Clerk, on forms provided by the City and containing all pertinent information as the City may require, and shall agree to abide by State and local laws governing use of public right-of-way.
2. All license agreements shall be issued by the Building Official, and a record kept, but only after approval by the Council as required by State and local law.
3. Even after Council approval of a public right-of-way license agreement, the City shall retain the right to terminate the license agreement but only after written notice of violation has been given and the time to cure the violation has expired. Grounds for termination of the license agreement shall include, but not be limited to, repeated violations of the license agreement and creating a safety hazard, health hazard and/or public nuisance under State or local law. Additionally, the City retains the right to terminate the license agreement and direct removal of sidewalk café operations if, after deliberation, the Council determines there is a substantial and reasonable need for use of the public right-of-way for a valid public purpose.

Section 10-6-8 DEBRIS ON SIDEWALKS.

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

Section 10-6-9 MERCHANDISE DISPLAY.

It is unlawful for a person to place upon or above any sidewalk, any goods or merchandise for sale or for display in such a manner as to interfere with the free and interrupted passage of pedestrians on the sidewalk without first obtaining a sidewalk sales retail agreement.

Section 10-6-10 SALES STANDS.

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

Section 10-6-11 Operation of Sidewalk Cafes and Retail Sales.

1. The furnishings of the outdoor space shall consist solely of moveable tables, moveable chairs, and moveable umbrellas.
2. A sufficient number of trash containers must be present and readily accessible to patrons. Trash receptacles must be completely enclosed and must not be allowed to overflow the container.
3. The following conditions for furniture use and storage will apply:
 - a. Outdoor dining furniture materials are limited to the following: cast iron, wrought iron, expanded steel, wire steel, cast aluminum, extruded aluminum, wood, and plastic.
 - b. Furniture must be kept in good condition.
 - c. Outdoor dining furniture must be stored in the off-season and while not in use, and may not be stored or stacked on the exterior of the building.
4. The use of umbrellas will be permitted as long as they do not encroach over the allowable café or outdoor sales area.
5. No bottles, cans, or pitchers shall be used to serve beverages.
6. Failure to comply with this section or the aforementioned sections can result in the revocation or suspension of the Sidewalk Café or Retail Sales permit.

INDEMNIFICATION AGREEMENT
TABLES, CHAIRS AND/OR BENCHES

The undersigned, _____, an applicant for a permit for tables, chairs and /or benches and a proprietor of an establishment in an area where tables , chairs and/or benches are permitted pursuant to Storm Lake Code Chapter 10-6, acknowledges that as a condition to the City of Storm Lake issuing a permit for tables, chairs and /or benches that Applicant must meet the following requirements.

(i) Furnish proof of insurance: Commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage, with the City to be named as an additional insured on the policy, with an endorsement to be issued as part of the insurance policy, evidencing compliance with this requirement; and

(ii) Furnish an indemnification agreement by which Applicant agrees to indemnify and hold the City harmless from any liability for damages arising out of the placement of the tables, chairs and /or benches in the public right-of-way.

In consideration of the City's agreement to permit the tables, chairs and /or benches on certain public sidewalks in full compliance with Storm Lake Ordinance 10-6, Applicant, its successors and assigns, hereby agree to indemnify, defend and hold harmless the City , its officers, agents and employees, from and against any and all claims, losses, liability or damages of whatever nature, including payment of reasonable attorney fees, which may arise from my use of the public right-of-way arising from this Agreement, or which may be caused in whole or in part by any act or omission of the Applicant including Applicant's agents or employees.

Applicant hereby acknowledges that he/she has carefully read the foregoing Release and Indemnification Agreement, that he/she voluntarily signs the same, and acknowledges receipt of a copy hereof.

Dated this _____ day of _____, 20__.

Signature of Applicant

Name of Applicant - Print

Business Name & Title of Applicant Proprietor

CITY OF STORM LAKE
TABLES, CHAIRS AND/OR BENCHES
APPLICATION FOR PERMIT

Name of Applicant _____

Doing Business As _____

Street Address _____

Business Phone _____ Contact Phone _____

Mailing Address _____

☐ Renewal Application with changes ☐ Renewal Application with No Changes

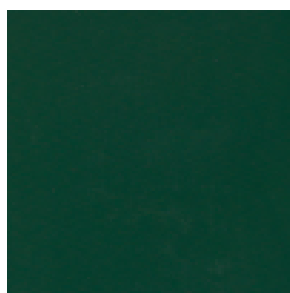
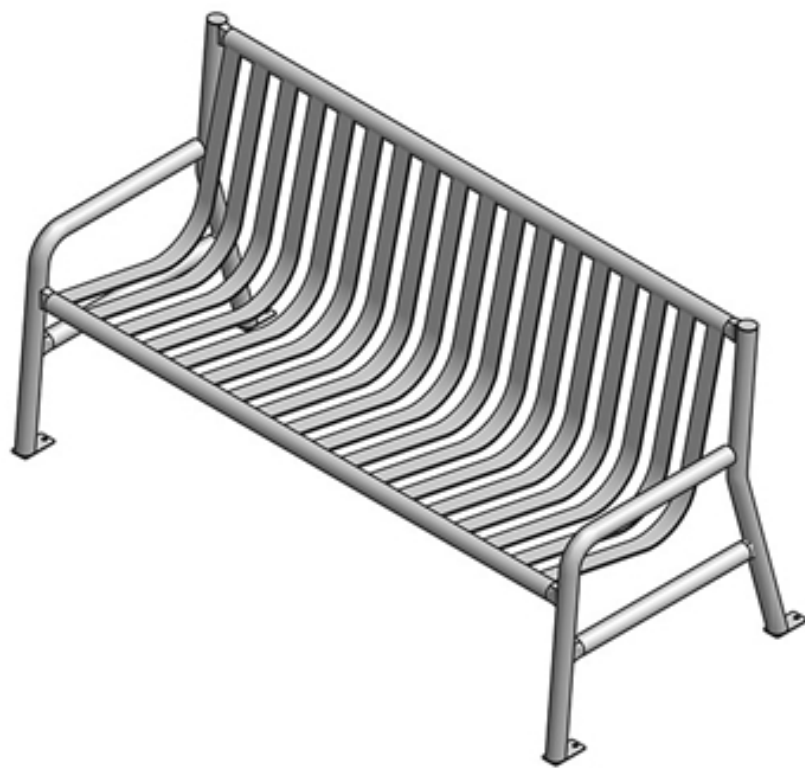
Placement of Benches, Tables, and/or Chairs must meet the following requirements:

- ☐ Zoned CBD Commercial District.
- ☐ Must comply with requirements of Chapter 10-6.
- ☐ Application to be submitted thirty (30) days in advance of desired start date.
- ☐ Application must include diagram and description.
- ☐ Minimum of five (5) feet unobstructed public sidewalk between seating/tables and curb.
- ☐ Shall not be attached to any public sidewalk or public fixtures at any time.
- ☐ Furniture shall be moved inside the building each night.
- ☐ No food or beverages may be **served** to persons seated in such area at any time.
- ☐ Serving or consuming alcoholic beverages in such area is prohibited.
- ☐ Permit may be renewed prior to its expiration, one (1) year from the date of issuance.
- ☐ Permit is not transferable.
- ☐ Application is subject to approval by Building Official.
- ☐ Public Works Director may order immediate removal for safety, health or welfare.
- ☐ The City reserves the right to limit number of permits issued.
- ☐ The City retains the right to terminate any approved permit upon seven (7) days notice.
- ☐ Failure to comply with and adhere to requirements may result in permit being revoked.
- ☐ Provide completed Indemnification Agreement with indicated insurance coverage.

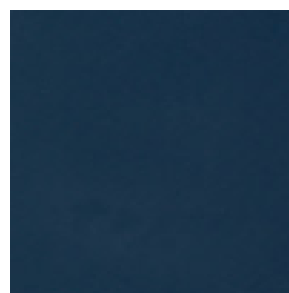
I certify that the application is complete and accurate and understand that failure to meet and maintain all requirements for display of tables, chairs and/or benches, shall be grounds for revocation of permit.

Signature of Applicant

Date



Evergreen*



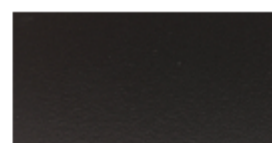
Post Office Blue



Burgundy



Evergreen



Spartan Bronze



Post Office Blue



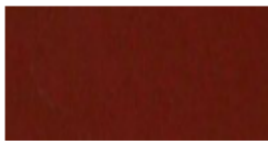
GT Blue



Brown Derby



Pro Green



Burgundy



Evergreen



Spartan Bronze



Post Office Blue



GT Blue



Brown Derby



Pro Green



100% Recycled Plastic

Timbers, planks, and frames

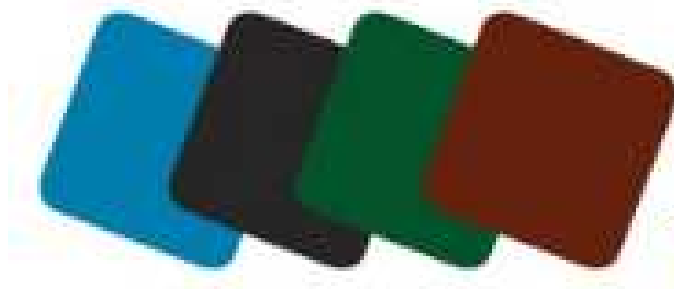


RED	YELLOW	BLACK	BLUE	GOLD
Use PR in model no.	Use PY in model no.	Use PB in model no.	Use PU in model no.	Use PG in model no.



WEATHERED REDWOOD	CEDAR	GREEN	GRAY	BROWN
Use PD in model no.	Use PC in model no.	Use PN in model no.	Use PA in model no.	Use PW in model no.

Powder Coat Finish



Staff Summary

8/6/2018

Agenda Item # 16.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **City Council Requested Items**

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

 Scheduled:
 1. None at this time.

FISCAL IMPACT: No Fiscal Impact at this time.

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