

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
JUNE 18, 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. **Motion Authorizing a noise Variance for the Lao Temple**
 - D. **Motion Approving a Civil Service Eligibility List for Police Patrol Officer**
 - E. **Resolution No. 92-R-2017-2018 Amending Fee Resolution for Bulk Water Sales**
 - F. **Approve E. Richland Street Extended Warranty**
- 3. **Motion Approving Agreements With Storm Lake Cab & RIDES For Transit Services**
- 4. **Motion to Approve Primary Tow Service Agreement for the Storm Lake Police Department with Storm Lake Towing**
- 5. **Resolution No. 93- R-2017-2018 Approving Contract the Rehabilitation of the Airport Apron & Connector Taxiway**
- 6. **Resolution No. 94-R-2017-2018 Approving Change Order No. 2 for Circle Park Storm Sewer Reconstruction**
- 7. **Resolution No. 95-R-2017-2018 Approving Substantial Completion for Circle Park Storm Sewer Reconstruction**
- 8. **Resolution No. 96-R-2017-2018 To Approving Change Order No. 3 for Circle Park Rain Garden**
- 9. **Resolution No. 97-R-2017-2018 To Approving Substantial Completion for Circle Park Rain Garden**
- 10. **Public Hearing for Ordinance Amending Chapter 5-8 of the Housing Code**
- 11. **Ordinance No. 01-O-2018-2019 Amending Chapter 5-8 of the Housing Code**
- 12. **Worksession - Chapter 10-6 Public Ways**
- 13. **Worksession- Amending Chapter 3-1 Garbage Storage and Collection**
- 14. **Robotics Team Presentation**

15. **City Council Requested Items**

16. Adjourn

Meeting Protocol

If you wish to speak today, please:

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

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

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



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Staff Summary

6/18/2018

Agenda Item # A.



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

REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: Consideration of Changes in Agenda and Setting the Agenda

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

6/18/2018

Agenda Item # B.



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

FROM:

SUBJECT: Disclosure by City Council Members

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

6/18/2018

Agenda Item # A.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mayra Martinez, City Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe and Sunrise Pointe disbursements for approval
- Approve the June 4th, 2018 City Council Minutes
- Approve renewal liquor license for Wat Lao Simong Khoun (6018 Rothmoor Rd) and Kristi's Kandies & Herilooms
- Approve Cigarette renewal for One Stop Shop and Murphy USA #6923
- Approve a Noise Variance for the Lao Temple
- Approve a Civil Service Eligibility List of Police Patrol Officer
- Approve Resolution No. 92-R-2017-2018 Fines and Fees
- Approve E. Richland Street Extended Warranty

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$415,625.55
- King's Pointe & Sunrise Pointe Golf Course Bills - \$184,671.86

The City will receive the following revenues:

- Liquor license renewal - \$37.50
- Cigarette License Fees - \$150.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ Minutes - June 4, 2018	Minutes
☐ King's Pointe and Golf Course - List of Bills	List of Bills
☐ List of Bills	List of Bills

❏	One Stop Shop Cigarette Application	Application
❏	Murphy Oil USA, Inc.	Application
❏	Wat Lao Simong Khoun Chantharam - Application	Application
❏	Kristi's Kandies & Heirlooms	Application

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, JUNE 4, 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, Fire Chief Mike Jones, Building Official Scott Olesen, Water Plant Superintendent Mike Davis, Wastewater Treatment Plant Superintendent Mark Streed, Finance Director Brian Oakleaf, and City Clerk Mayra Martinez

Mayor Porsch called the meeting to order at 5:01pm.

Disclosure by City Council Members – Council Member Rice abstained from Agenda Items 7 and 8 regarding amending Ordinance Chapter 5-8 of the Housing Code as he owns rental properties.

Council Member Carlson abstained from the approval of the Cigarette permit in item number under the consent agenda as it has Brewster's Cigarette License of which he is the owner.

Hear the Public – Cindy Partlow from Webster County Public Health Department presented to the City Council a Certificate of Appreciation from the Association of State and Territorial Dental Directors.

Agenda – Moved by Council Member Smith to approve the June 4, 2018 City of Storm Lake Council Meeting Agenda as submitted. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Consent Agenda – Moved by Council Member Smith to adopt Resolution No. 89-R-2017-2018 approving the consent agenda which included the list of bills check #58501 through #58583 and each batch 2018.05.23 and 2018.05.31, 2018, and King's Pointe and Sunrise Pointe disbursements. Approval of the May 21, 2018 City Council Minutes Approve King's Pointe Waterpark Resort Acknowledgement/ Settlement Agreement Approve cigarette permits for Midtown, Brewster's, Dollar General Store #1047, Walgreens #11330, Al's Liquor's, Hy-Vee Store, Fareway Store, Inc. #461, Dyno's #33, Casey's General Store #3030, Casey's General Store #2497, Sichan Inc. Asian Food Market, and Walmart #1526, requests associated with the 2018 Star Spangled Spectacular for the 3rd and 4th of July, easement agreements with Bay Breeze, LLC and James and Beth Bauer for the 7th and Geneseo Project, approval Agreement with Bay Breeze, LLC and James and Beth Bauer, and approve applications on the one Dollar building fee Incentive for new dwellings from Habitat of Humanity of Buena Vista County, M&M Sanderson Construction. Seconded by Council Member Engelmann. Vote: Ayes – Engelmann, Smith, Rice, Ibarra, and Carlson aye with the exception of Brewster's Cigarette Permit. Motion carried.

RESOLUTION NO. 89-R-2017-2018

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

To Approve the Consent Agenda which includes the list of bills, King's Pointe and Sunrise Pointe disbursements and to prorate to the appropriate funds

To Further Approve the minute as presented to the Council for the regular City Council meeting May 21, 2018 City Council Minutes

To Further Approve King's Pointe Waterpark Resort Acknowledgement/ Settlement Agreement

To Further Approve cigarette permits for Midtown,Brewsters, Dollar General Store #1047, Walgreens #11330, Al's Liquor's, Hy-Vee Store, Fareway Store, Inc. #461, Dyno's #33, Casey's General Store #3030, Casey's General Store #2497, Sichan Inc. Asian Food Market, and Walmart #1526

To Further Approve 2017-2018 Fiscal Year Tranfers of Funds

Section 1. Whereas, there is a need to transfer resources between funds to provide for operations and fund balancing in amounts not to exceed according to the certified budget for fiscal year 2017-2018 as follows:

(1)	General Fund Operations From Emergency Levy Fund to General Fund	\$100,000.00
(2)	Economic Development From Water Fund to General Fund	\$125,000.00
(3)	Economic Development From Sewer Fund to General Fund	\$125,000.00
(4)	Golf Course Operations From Golf Clubhouse Rev to Golf Course	\$ 23,576.65
(5)	Golf Course Operations From General Fund to Golf Course Fund	\$210,000.00
(6)	Cottage Reserve From Cottage Fund to Cottage Reserve Fund	\$ 41,863.56
(7)	Technology Fund Operations From Water Fund to Technology Fund	\$215,000.00
(8)	Technology Fund Operations From Sewer Fund to Technology Fund	\$215,000.00
(9)	Technology Fund Operations From Local Option Sales Tax to Technology Fund	\$215,000.00
(10)	Vehicle Operations From Water Fund to Vehicle Operations	\$ 25,000.00
(11)	Vehicle Operations From Sewer Fund to Vehicle Operations	\$ 25,000.00
(12)	Vehicle Operations From Local Option Sales Tax to Vehicle Operations	\$ 25,000.00
(13)	Insurance Fund From Emergency Levy Fund to Insurance Fund	\$ 5,000.00
(14)	Marina Fund- Operations	

	From General Fund to Marina Fund	\$ 15,000.00
(15)	Marina Fund- Capital Improvements From Local Option Sales Tax to Marina Fund	\$ 25,000.00
(16)	Campground Capital From General Fund to Campground Capital Fund	\$20,055.76
(17)	Condo Site Infrastructure Capital From General Fund to Condo Site Infrastructure Capital	\$ 7,315.80
(18)	FEMA Capital Project From Sewer Fund to FEMA Capital Project Fund	\$ 85,981.32
(19)	Hotel Property Insurance From Industrial Park TIF to Hotel Property Insurance Fund	\$ 23,773.83
(20)	Hotel Property Taxes From Industrial Park TIF to Hotel Property Tax Fund	\$450,000.00
(21)	3rd Addition Phase III Construction From Water Fund to Water Capital Improvements Fund	\$150,000.00
(22)	3rd Addition Phase III Construction From Sewer Fund to Sewer Capital Improvements Fund	\$150,000.00

To Further Approve Requests Associated with the 2018 Star Spangled Spectacular

The specific requests are as follows:

- Permission to use Chautauqua and Sunset Parks all day on July 3 and 4, 2018 to create the venue (including the Shelter House & Band Shell)
- Noise Variances for the venue on 7/3 from 7:00am until 10:00pm and 7/4 from 7:00am until 11:00pm
- Appropriate assistance for the Car Cruise scheduled for the evening of 7/3
- Run/Ride Event Permit for 7-4-2018 at 7:30am
- Parade Permit for 7-4-2018 at 10:30am
- Permission to shoot fireworks off of the Chautauqua Park Jetty on 7-4-2018 at 10:00pm with a rain date of Saturday, 7-7-2018
- Permission for food, arts & crafts vending within the venue on 7/3 and 7/4
- Permission for food vending in Awaysys Park on 7/4 from 4:00pm until 12:00am
- Permission for Inflatables to be used within the venue during the event
- Permission to construct a temporary (second) stage in front of the Sunset Park Band Shell if needed
- Permission for street and alley closures as listed on the attached sheet on 7-4-2018 from 6:00pm until 5:00pm

To Further Approve Easement Agreements with Bay Breeze, LLC and James and Beth Bauer For the 7th & Geneseo Sanitary Sewer project

To Further Approve Agreement with Bay Breeze, LLC and James and Beth Bauer For the 7th & Geneseo Sanitary Sewer project

To Further Approve Applications For One Dollar Building Permit Fee Incentive For New Dwellings of the properties located at 500 Geneseo Street, 1105 East 9th Street, and 524 Oates Street.

PASSED AND APPROVED this 4th day of June, 2018

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Procurement Policy – Moved by Council Member Carlson to adopt Resolution No. 90-R-2017-2018 Revising Procurement Policy. Seconded by Council Member Ibarra. All ayes. Motion carried.

RESOLUTION NO. 90-R-2017-2018

RESOLUTION ADOPTING PROCUREMENT POLICY

WHEREAS, the City of Storm Lake has received a Community Development Block Grant from the Iowa Economic Development Authority; and

WHEREAS, the Iowa Economic Development Authority requires the City of Storm Lake to adopt Procurement Policies in order to utilize such funds;

THEREFORE, BE IT RESOLVED, by the City Council of the City of Storm Lake that it agrees to adopt and implement the attached Procurement Procedures for use during the implementation and administration of the City's Community Development Block Grant Program.

PASSED AND APPROVED. _____

Michael Porsch, Mayor

Attest:

Mayra A. Martinez, City Clerk

PROCUREMENT POLICY

PURPOSE

The purpose of this Procurement Policy is to ensure that sound business judgment is utilized in all procurement transactions and that supplies, equipment, construction, and services are obtained efficiently and economically and in compliance with applicable federal law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition.

APPLICATION

This policy applies to the procurement of all supplies, equipment, construction, and services of and for the City of Storm Lake related to the implementation and administration of the Community Development Block Grant. All procurement will be done in accordance with 2CFR Part 200 and Appendix II to Part 200.

POLICY

GENERAL PROCUREMENT PRACTICES

The City of Storm Lake will adhere to the following general procurement practices: document procurement standards; maintain oversight of contractors to ensure performance in accord with standards; avoid acquisition of unnecessary or duplicative items; encourage procurement or use of shared goods and services; use Federal excess and surplus property when feasible; encourage value-engineering clauses in construction contracts; award contracts only to responsible contractors; limit use of time and materials contracting; and use good administrative judgment to settle all contractual and administrative issues.

COMPETITION

The City of Storm Lake will provide full and open competition; prohibit use of state or local geographical preferences; develop written procedures for procurement transactions to ensure competition is not restricted; and ensure that pre-qualified lists are current.

FIVE METHODS OF PROCUREMENT

Procurement under grants shall be made by one of the following methods, as described herein: (a) micro-purchase; (b) small purchase procedures; (c) sealed bids (formal advertising); (d) competitive proposals; (e) noncompetitive proposals.

A. Micro-purchase includes the acquisition of supplies or services that do not exceed \$3,000 (or \$2,000 for acquisitions for construction subject to Davis-Bacon Act)

B. Small purchase procedures are relatively simple and informal procurement methods that are sound and appropriate for the procurement of services, supplies, or other property, costing in aggregate not more than \$150,000. If small purchase procedures are used for a procurement under a grant, price or rate quotations (minimum of 2) shall be obtained from an adequate number of qualified sources.

C. In sealed bids (formal advertising), sealed bids are publicly solicited and a firm-fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all of the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the required method for procuring construction.

1. In order for formal advertising to be feasible, appropriate conditions must be present, including, at a minimum, the following:

- a) A complete, adequate and realistic specification or purchase description is available.
- b) Two or more responsible bidders are willing and able to compete effectively for City of Storm Lake's business; and
- c) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally on the basis of price.

2. When sealed bids are used for a procurement under a grant, the following requirements apply:

- a) A sufficient time prior to the date set for opening of bids, bids shall be solicited (publicly advertised) from an adequate number of known suppliers.
- b) The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation for bids.
- c) All bids shall be opened publicly at the time and place stated in the invitation for bids.
- d) A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of City of Storm Lake indicates that such discounts are generally taken.
- e) Any or all bids may be rejected if there are sound documented business reasons in the best interest of the program.

D. Procurement by competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If the competitive proposals method is used for a procurement under a grant, the following requirements apply:

1. Requests for Proposals shall be publicized (publicly advertised), and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical
2. Requests for Proposals shall be solicited from an adequate number of qualified sources.
3. City of Storm Lake shall have a method for conducting evaluations of the proposals received and for selecting awardees.
4. Awards will be made to the responsible offeror whose proposal will be most advantageous to the procuring party, with price (other than architectural/engineering) and other factors considered. Unsuccessful offerors will be promptly notified in writing.
5. City of Storm Lake should use competitive proposal procedures for qualification-based procurement of architectural/engineering (A/E) professional services whereby competitor's qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It cannot be used to procure other types of services (e.g., administration professional services) even though A/E firms are a potential source to perform the proposed effort.

E. Noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation from a number of sources, competition is determined inadequate. Noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids (formal advertising), or competitive proposals. Circumstances under which a contract may be awarded by noncompetitive proposals are limited to the following:

1. The item is available from only a single source;
2. After solicitation of a number of sources, competition is determined inadequate;
3. A public exigency or emergency exists when the urgency for the requirement will not permit a delay incident to competitive solicitation; and

4. The awarding agency (IEDA) authorizes noncompetitive proposals. (Sole source procurement for supplies, equipment, construction, and services valued at \$25,000 or more must have prior approval of the Iowa Economic Development Authority).

F. City of Storm Lake will provide, to the greatest extent possible, that contracts be awarded to qualified small and minority firms, women business enterprises, and labor surplus area firms whenever they are potential sources.

G. Any other method of procurement must have prior approval of the Iowa Economic Development Authority.

RECYCLED MATERIALS

The City of Storm Lake will procure items with the highest percentage of recycled materials practical. City of Storm Lake shall include in all request for proposals and bid documents over \$10,000 the following language: “The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.”

CONTRACT PRICING

A. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.

B. The City of Storm Lake shall perform some form of cost/price analysis for every procurement action, including modifications, amendments or change orders.

PROCUREMENT RECORDS

The City of Storm Lake shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. The City of Storm Lake shall make technical specifications and procurement documents available for review upon request.

BONDING REQUIREMENTS

Bonding requirements for construction or facility improvement contracts must meet the federal minimum requirements or receive a determination that the federal interest is adequately protected.

EFFECTIVE DATE

Passed this ___ day of _____, 20___

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

1st and Mae Sewer Lining Project - Moved by Council Member Rice Resolution No. 91-R-2017-2018 Change Order No. 2 for the 1st And Mae Sewer Lining for the deletion of a project sign not provided by the contractor. The decrease amount of \$436.50. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

RESOLUTION NO. 91-R-2017-2018

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

To approve Change Order No. 2 to the contract with Municipal Pipe Tool Co., LLC of Hudson, Iowa for the 1st and Mae Street Lining Project, an decrease of \$436.50 to the contract for a project sign not provided by with Municipal Pipe Tool Co., LLC.

Total cost of Change Order #1 is an increase of \$436.50 to the contract. Total contract cost after change order #1 is \$671,783.50.

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

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Laboratory Testing Services – Moved by Council Member Engelmann to approve laboratory testing services agreement with Mangold Environmental Testing Services. Seconded by Council Member Smith. Vote: All ayes. Motion carried.

One Dollar Building Permit – Moved by Council Member Rice to approve application for the One Dollar Building Permit Fee Incentive for Jeffrey Goodman at 700 Meadow Lane. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

Housing Code - City Manager Navratil and Building Official Olesen presented the updated draft for Ordinance Amending Chapter 5-8 of the Housing Code.

Moved by Council Member Engelmann to set June 18, 2018 at 5:00 pm for a public Hearing on the Ordinance Amending Chapter 5-8 of the Housing Code. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

Council Member Rice did not vote as he disclosed at the beginning of the meeting to have a conflict of interest abstaining from Housing Code agenda item as he is the owner a few rental properties.

Garbage Storage Collection

City Manager Navratil presented the updated Garbage Storage Collection drafted Ordinance amending Chapter 3-1 Garbage Storage and Collection.

Mayor opened the meeting to the public for comments of which Lori Dicks and Neuroths commented.

Agenda item 10. Set Public Hearing for Ordinance Amending Chapter 3-1 Garbage Storage and Collection was removed from the agenda as agenda item 9 is requiring more information.

City Council Requested Items – City Council did not present any new times.

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

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Operating
City of Storm Lake
Check Register
From 6/1/2018 to 6/14/2018

Vendor	Description	Amount
Jessica McClintock	Refund	400.00
Matthew J Delira	Services	1,900.00
Jesse Wipperling	Refund	550.00
Paul Christian Konobeck	Refund	500.00
Weigand Omega Management Payroll	Payroll	98,086.18
Weigand-Omega Management Inc	Services	7,872.10
360 Custom Designs, LLC	Services	608.48
ACCO Unlimited Corporation	Supplies	815.00
Ameripride Services, Inc.	Supplies	93.88
Arnold Motor Supply, LLP	Supplies	108.56
Bomgaars Supply Inc.	Supplies	385.96
Booking.com B.V.	Services	701.55
Buena Vista Regional Medical Center	Services	938.00
Buena Vista University	Services	1,000.00
CenterPoint Energy Services, Inc	Utilities	9,344.57
Cintas Corporation	Supplies	772.26
Cintas Corporation No. 2	Supplies	354.22
Color-ize	Supplies	1,858.77
Continental Fire Sprinkler Company	Services	1,395.00
ECOLAB	Supplies	1,719.76
Expedia, Inc.	Services	1,919.16
Fastenal Company	Supplies	68.98
GuestSupply	Supplies	4,185.32
Hermel Wholesale	Food	1,999.38
Hobart Sales and Service	Services	228.50
HyVee	Food	524.89
Iowa Sportsman	Advertising	300.00
Julius Cleaners	Services	303.00
Lakeshore Cyclery, Inc.	Services	824.96
Long Lines LLC	Utilities	2,738.80
M3 Accounting + Analytics	Services	506.52
Mediacom	Services	927.30
Office Elements	Supplies	231.49
O'Keefe Elevator Company, Inc.	Services	195.00
Michael P. Reinert dba Olsen Welding & Machine	Services	45.00
Oracle America, Inc.	Services	241.89
Orkin, 536-Sioux City, IA	Services	320.67
Bottling Group, LLC dba Pepsi Beverages Company	Beverages	3,090.74
Pitney Bowes Global Financial Services Inc.	Services	153.36
Plumbing and Heating Wholesale, Inc.	Services	595.22
Power Solutions Inc.	Services	453.09
Rebnord Technologies, Inc.	Services	1,753.75
Rex Rimmer	Reimbursement	30.00
Rustic River Winery & Vineyards, LLC	Services	407.64
Sceptre Hospitality Resources, LLC	Services	2,330.45
Sojern, Inc.	Services	3,000.00
South Central Communications Corporation	Services	95.00
Speed's Auto Supply Inc.	Services	2,500.00
Star Leasing LLC	Services	460.26
Steven A. Beeck dba Steve's Window Service	Services	294.25
Storm Lake Ace Hardware	Supplies	721.77
Storm Lake United	Services	330.00
Supplyworks	Supplies	691.92
Sysco Iowa, Inc.	Food	20,646.31
UPS	Services	51.62
Vista Paints	Supplies	22.40
Vizergy	Services	1,357.90
Water Safety Products, Inc.	Supplies	661.40
Joe Wede	Services	59.63
		184,671.86

City of Storm Lake
620 Erie Street PO Box 1086
Storm Lake IA, 505881086

Checks for Approval Report

From: 06/05/18 To 06/18/18
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00551.06.2018 Aflac Pretax	488.29
AFLAC	PR Batch 00551.06.2018 Aflac After tax	37.63
City of Storm Lake	PR Batch 00551.06.2018 Dental employee/child	3.00
City of Storm Lake	PR Batch 00551.06.2018 Dental insurance employee c	23.92
City of Storm Lake	PR Batch 00551.06.2018 Dental employee/spouse	31.95
City of Storm Lake	PR Batch 00551.06.2018 Dental insurance family	90.20
City of Storm Lake	PR Batch 00551.06.2018 125 Flexible Benefits	1,101.71
City of Storm Lake	PR Batch 00551.06.2018 Flex- Child Care	38.46
City of Storm Lake	PR Batch 00551.06.2018 Health Insurance Family	2,604.00
City of Storm Lake	PR Batch 00551.06.2018 Health Insurance Single	471.39
Collection Services Center	PR Batch 00551.06.2018 Child Support Payments to I	374.76
EFTPS	PR Batch 00551.06.2018 Federal Income Tax	11,725.88
EFTPS	PR Batch 00551.06.2018 FICA Employee Portion	5,432.10
EFTPS	PR Batch 00551.06.2018 FICA Employer Portion	5,432.10
EFTPS	PR Batch 00551.06.2018 Medicare Employee Portion	1,955.29
EFTPS	PR Batch 00551.06.2018 Medicare Employer Portion	1,955.29
ICMA Retirement Trust 457	PR Batch 00551.06.2018 ICMA	1,780.00
ICMA Retirement Trust 457	PR Batch 00551.06.2018 ICMA City Paid	370.94
ICMA Retirement Trust 457	PR Batch 00551.06.2018 ICMA City paid for Police	425.34
Iowa Public Employees	PR Batch 00551.06.2018 IPERS	4,826.86
Iowa Public Employees	PR Batch 00551.06.2018 IPERS City Share	7,244.19
ITT Hartford AMS RPVA	PR Batch 00551.06.2018 457 Hartford	500.00
Muni Fire/Police Retire	PR Batch 00551.06.2018 Muni Police/Fire Pension	3,585.50
Muni Fire/Police Retire	PR Batch 00551.06.2018 Muni Police/Fire Pension Ci	9,795.23
Teamsters Local Union 554	PR Batch 00551.06.2018 Union Dues	283.50
Treasurer State Of Iowa	PR Batch 00551.06.2018 State Income Tax	5,892.18

UNAVAILABLE

Department Total = 66,469.71

Police Department

Alliant Energy	Gas Service Apr/May 2018	352.50
Alta Body Shop		2,250.00
Central Iowa Distributing, Inc	Cleaning Supplies	116.90
Edwards Storm Lake	Tire Repairs	23.92
Edwards Storm Lake	New Starter	982.85
Genesis Development	May 2018 Janitorial Services	600.00
Graham Tire	New Tire	157.97
Havens Philip E	May 2018 Legal Services	105.00
Havens Philip E	May 2018 Legal Services	315.00
Iowa Office Supply Inc	Office Supplies	25.58
Jack's Uniforms & Equipment	Entry Team Equipment	853.99
Jack's Uniforms & Equipment	Uniform- Solem	428.54
Jack's Uniforms & Equipment	Uniform- Svensen	122.79
Jack's Uniforms & Equipment	Uniform- Allerdings	175.79
Jack's Uniforms & Equipment	Uniform- Eickholt	1,813.23
Jack's Uniforms & Equipment	Uniform- Solem	2,264.62
Jack's Uniforms & Equipment	Equipment	39.84
Jack's Uniforms & Equipment	Uniform- Younie	111.89
JNB Acquisition Corporation	Copier Maintenance Agreement	110.45
Karl Chevrolet, Inc	Fuse Box	193.96
Long Lines Broadband	Phone Service May 2018	250.27
Long Lines Broadband	Phone Service June 2018	250.27
Mangold Environmental Testing	Shipping Services	12.97
Mangold Environmental Testing	Shipping Services	7.26
Neuroth Kevin	Garbage Service May 2018	24.50
Prosser Mark	Immigration Forum Reimbursement	103.67

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Prosser Mark	IPCA Conference- Coralville- Prosser	651.37
Reserve Account	Postage June 7, 2018	320.21
Star Energy, LLC	Fuel May 2018	3,197.42
Storm Lake Bakery	Meeting Supplies	30.10
Verizon Wireless Inc	Phone Replacement Credit 2018	-1,533.04
Verizon Wireless Inc	Phone Service- April 2018	1,211.28
Verizon Wireless Inc	Phone Service- May 2018	1,211.02
Yards & Etc	Yard Mowing Per Code Violations	200.00

Police Department	Department Total =	16,982.12
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Emergency Management

Power Solutions, Inc	Magnolia Lane Torando Siren Electrical	1,241.80
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Emergency Management	Department Total =	1,241.80
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Fire Department

Alliant Energy	Gas Service Apr/May 2018	289.32
Arnold Motor Supply, LLP	Valve Tool & Supplies	4.09
Builders FirstSource, Inc	Supplies	14.12
Central Iowa Distributing, Inc	Paper Supplies	56.00
Cintas First Aid & Safety	First Aid Supplies	16.73
ESO Solutions, Inc	Annual License and Support	795.00
Feld Equipment Company, Inc Ed M	Air Pack	6,036.10
Julius Dennis R.	Laundry Services- Less Tax	76.55
Keller Plumbing Heating & Air LLC	Repairs #74	96.88
Long Lines Broadband	Phone Service May 2018	40.65
Long Lines Broadband	Phone Service June 2018	40.65
Neuroth Kevin	Garbage Service May 2018	54.25
Star Energy, LLC	Fuel May 2018	172.40
Verizon Wireless Inc	Phone Replacement Credit 2018	-176.88
Verizon Wireless Inc	Phone Service- May 2018	156.60
Verizon Wireless Inc	Phone Service- April 2018	156.60

Fire Department	Department Total =	7,829.06
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Building Official

Arnold Motor Supply, LLP	Battery	73.80
Arnold Motor Supply, LLP	Wiper Blades	14.01
Goodman Jeff C	Refund of BP#18-0032 for BP Incentive Program	985.40
Inquirehire	Background Checks	68.50
Long Lines Broadband	Phone Service June 2018	60.97
Long Lines Broadband	Phone Service May 2018	60.97
Olesen Scott E	Fuel Purchase Reimbursement	25.08
Reserve Account	Postage June 7, 2018	8.46
Verizon Wireless Inc	Phone Replacement Credit 2018	-58.96
Verizon Wireless Inc	Phone Service- April 2018	52.20
Verizon Wireless Inc	Phone Service- May 2018	52.20

Building Official	Department Total =	1,342.63
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Animal Care

Johnson Dianne	Bd & Disp of Cats & Dogs	300.00
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Animal Care	Department Total =	300.00
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Law Enforcement

Central Bank	Supplies for Drone	46.99
Central Bank	Supplies for Drone	11.11
Central Bank	Propellers for Drone	580.00
Central Bank	Radio for Drone	530.00

Law Enforcement

Department Total = 1,168.10

Roadway Maintenance

Alliant Energy	Gas Service Apr/May 2018	506.41
Bolton & Menk, Inc	Redesign & Construction Services through 5/31/2018	5,012.50
Central Iowa Distributing, Inc	Cleaning Supplies	313.75
City of Storm Lake	Waterpump Replacement #64	118.49
Fastenal Company	Supplies	22.04
Long Lines Broadband	Phone Service May 2018	56.41
Long Lines Broadband	Phone Service June 2018	56.41
Neuroth Kevin	Garbage Service May 2018	127.00
Star Energy, LLC	Fuel May 2018	1,964.70
Verizon Wireless Inc	Phone Replacement Credit 2018	-117.92
Verizon Wireless Inc	Phone Service- May 2018	104.40
Verizon Wireless Inc	Phone Service- April 2018	104.40

Roadway Maintenance

Department Total = 8,268.59

Signs & Signals

General Traffic Controls Inc	Traffic Signal Repairs- Seneca & E Milwaukee	1,128.15
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Signs & Signals

Department Total = 1,128.15

Snow Removal

Hallett Materials	Sand/Salt Mix	296.88
Mangold Environmental Testing	Shipping Services	7.15

Snow Removal

Department Total = 304.03

Airport

Bart's Flying Service	Airport Contract May 2018	5,138.98
Bolton & Menk, Inc	Construction Admin through 5/31/2018	728.50
Bolton & Menk, Inc	Grant Admin through 5/31/2018	855.00
Century Link	Phone Service- June 2018	156.92
Reinert Michael P	Hangar B Repair Supplies- Less Tax	65.18
Reinert Michael P	Hangar B Repair Supplies	84.40
Reserve Account	Postage June 7, 2018	10.41

Airport

Department Total = 7,039.39

Library

Advantage Companies, LLC The	Microfilming	750.00
Alliant Energy	Gas Service Apr/May 2018	460.00
Barnes & Noble Booksellers, Inc	Books	54.72
Brodart Co	Books	17.52
Brodart Co	Books	22.78

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Brodart Co	Books	10.59
Brodart Co	Books	9.58
Central Iowa Distributing, Inc	Cleaning Supplies	127.70
Control System Specialists, LLC	HVAC Repairs	475.00
Custodian of Petty Cash Kim Mehlenbacher	May 2018 Postage	170.00
Dramatic Publishing Company	Books	35.77
Freese Ruth	May 2018 Homebound Deliveries	16.35
Genesis Development	May 2018 Janitorial Services	600.00
Houchen Bindery Ltd	Book Supplies	97.00
Ingram Library Services, Inc	Books	19.37
Ingram Library Services, Inc	Books	19.78
Ingram Library Services, Inc	Books	21.22
Ingram Library Services, Inc	Books	20.39
Ingram Library Services, Inc	Books	7.34
Ingram Library Services, Inc	Books	13.43
Ingram Library Services, Inc	Books	11.31
Ingram Library Services, Inc	Books	22.94
Ingram Library Services, Inc	Books	20.16
Ingram Library Services, Inc	Books	13.21
Ingram Library Services, Inc	Books	19.34
Ingram Library Services, Inc	Books	19.23
Ingram Library Services, Inc	Books	21.79
Ingram Library Services, Inc	Books	22.94
Inquirehire	Background Checks	68.50
JNB Acquisition Corporation	Copier Maintenance Agreement	37.21
Long Lines Broadband	Phone Service June 2018	108.01
Long Lines Broadband	Phone Service May 2018	108.01
Midwest Tape LLC	DVDs	34.49
Neuroth Kevin	Garbage Service May 2018	38.25
Recorded Books LLC	CDs	35.99
Recorded Books LLC	CDs	35.99
Recorded Books LLC	CDs	35.99
Recorded Books LLC	CDs	31.50
Reserve Account	Postage June 7, 2018	7.52
Samuel French Inc	Books	202.69

Library	Department Total =	3,843.61
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Band

J.W. Pepper & Sons, Inc	Music	1,760.99
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Band	Department Total =	1,760.99
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Parks Department

Alliant Energy	Gas Service Apr/May 2018	70.61
Arnold Motor Supply, LLP	Supplies	14.27
Arnold Motor Supply, LLP	Starter #85	143.47
Arnold Motor Supply, LLP	Connector #85	9.49
Arnold Motor Supply, LLP	Relays #85	16.88
Central Iowa Distributing, Inc	Cleaning Supplies	1,162.55
Graham Tire	Tire Repairs	25.00
Havens Philip E	May 2018 Legal Services	52.50
Healy John J.	Pay Request #2 Circle Park Rain Gardens	28,787.75
Healy John J.	Pay Request #2 Circle Park SW Reconstruction	3,046.03
Inquirehire	Background Checks	68.50
Long Lines Broadband	Phone Service May 2018	36.00
Long Lines Broadband	Phone Service June 2018	36.00

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Midwest Turf & Irrigation	Mower Supplies	300.67
Midwest Turf & Irrigation	Mower Supplies	233.09
Midwest Turf & Irrigation	Mower Supplies	297.60
Neuroth Kevin	Garbage Service May 2018	205.50
Neuroth Kevin	Extra Trash May 2018	22.00
Real Estate Specialists of Storm Lake, Inc	McMajor Land Purchase for Park	75,000.00
Recycle Center Harold Rowley	Recycling	34.32
Reinert Michael P	Supplies	6.30
Stanton Electric, Inc	Bandshell Outlet	157.38
Star Energy, LLC	Fuel May 2018	1,322.19
Turfwerks	Switch	68.70
Verizon Wireless Inc	Phone Replacement Credit 2018	-176.89
Verizon Wireless Inc	Phone Service- April 2018	156.60
Verizon Wireless Inc	Phone Service- May 2018	156.60

Parks Department	Department Total =	111,253.11
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Golf Course

CNH Industrial America LLC	Chain Saw	179.95
Star Energy, LLC	Fuel May 2018	1,383.08
Storm Lake Ace Hardware Inc	Supplies	19.28
Storm Lake Ace Hardware Inc	Supplies	3.49
Turfwerks	Mower Repairs	1,131.49
Turfwerks	Switch	51.99

Golf Course	Department Total =	2,769.28
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Campgrounds

Central Iowa Distributing, Inc	Cleaning Supplies	89.00
Long Lines Broadband	Phone Service June 2018	102.00
Long Lines Broadband	Phone Service May 2018	102.00
Neuroth Kevin	Garbage Service May 2018	990.00
Plumbing & Heating Wholesale, Inc	Water Line Supplies	103.54
Seiler Plumbing & Heating Inc	Sewer Repairs	450.00
Stanton Electric, Inc	Outer Loop Disconnect Services	164.92
Storm Lake Ace Hardware Inc	Supplies	127.08

Campgrounds	Department Total =	2,128.54
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UNAVAILABLE

Alliant Energy	Gas Service Apr/May 2018	92.44
Seiler Plumbing & Heating Inc	Stool Repairs	278.15

UNAVAILABLE	Department Total =	370.59
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Shelter House

Alliant Energy	Gas Service Apr/May 2018	86.22
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Shelter House	Department Total =	86.22
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UNAVAILABLE

Neuroth Kevin	Extra Trash May 2018	30.00
Neuroth Kevin	Garbage Service May 2018	93.00
Storm Lake Times The	May 2018 Publications	15.20

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UNAVAILABLE

Department Total = 138.20

Economic Develop

Long Lines Broadband	Phone Service May 2018	20.32
Long Lines Broadband	Phone Service June 2018	20.32

Economic Develop

Department Total = 40.64

SLADC

Storm Lake United	Pay Request #7 of FY2018 (Final)	7,000.00
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SLADC

Department Total = 7,000.00

TIF

Certified Testing Services, Inc	Soil Testing for Condo Entrance	183.00
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TIF

Department Total = 183.00

Storm Lake Sub-Division #5

Bolton & Menk, Inc	3rd Addition Phase III Engineering through 5/31/2018	5,171.50
Buena Vista Co Recorder	May 2018 Recording Fees	62.00
Havens Philip E	May 2018 Legal Services	560.00

Storm Lake Sub-Division #5

Department Total = 5,793.50

Legal Services

Havens Philip E	May 2018 Legal Services	5,985.00
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Legal Services

Department Total = 5,985.00

City Hall Building

Alliant Energy	Gas Service Apr/May 2018	144.83
Genesis Development	May 2018 Janitorial Services	200.00
Julius Dennis R.	Entrance Mat Services	59.30
Long Lines Broadband	Phone Service June 2018	73.22
Long Lines Broadband	Phone Service May 2018	73.22
Neuroth Kevin	Garbage Service May 2018	28.50
Schumacher Elevator Company	Elevator Maintenance	202.86
Stanton Electric, Inc	Server Room Exhaust Fan Replacement	108.94
Verizon Wireless Inc	Phone Replacement Credit 2018	-58.96
Verizon Wireless Inc	Phone Service- May 2018	52.20
Verizon Wireless Inc	Phone Service- April 2018	52.20

City Hall Building

Department Total = 936.31

Tort Liability

Stille Pierce & Pertzborn	Golf Course Update on Carts	156.00
Stille Pierce & Pertzborn	Adding Airport AWOS System	22.00

Tort Liability

Department Total = 178.00

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Other Policy & Administration

Berens-Tate Consulting Group	Arbitrage Report- Bond Refinancing	7,500.00
Bolton & Menk, Inc	General Engineering Services through 5/31/2018	1,456.00
Buena Vista Regional Medical Center	Physical- Van Hooser	166.33
Central Bank	Des Moines Register Subscription	9.99
Iowa City/County Mgmt Assoc	FY2019 Membership- Navratil	83.33
Iowa Office Supply Inc	Office Supplies	135.67
Iowa Office Supply Inc	Office Supplies	6.21
Iowa Office Supply Inc	Key	14.50
Johnson Kelly	March to May 2018 Punches	216.00
Mercy Medical Center	Physical- Van Hooser	33.33
Qualified Presort Service, LLC	City Tidbits	204.53
Reserve Account	Postage June 7, 2018	111.31
Storm Lake Times The	May 2018 Publications	63.20
Storm Lake Times The	May 2018 Publications	42.60
Storm Lake United	Golf Registration- Porsch	65.00

Other Policy & Administration

Department Total = 10,108.00

Water Administration

Buena Vista Regional Medical Center	Physical- Van Hooser	166.33
Genesis Development	May 2018 Janitorial Services	200.00
Havens Philip E	May 2018 Legal Services	87.50
Iowa City/County Mgmt Assoc	FY2019 Membership- Navratil	83.34
Iowa Office Supply Inc	Office Supplies	135.66
Iowa Office Supply Inc	Office Supplies	6.21
Long Lines Broadband	Phone Service May 2018	68.69
Long Lines Broadband	Phone Service June 2018	68.69
Mercy Medical Center	Physical- Van Hooser	33.33
Qualified Presort Service, LLC	Monthly Statements	386.21
Qualified Presort Service, LLC	ACH Statements	95.03
Qualified Presort Service, LLC	Drinking Water Quality Report	2,108.23
Reserve Account	Postage June 7, 2018	36.84
Tyler Technologies, Inc	Configuration Services	3,189.18
Verizon Wireless Inc	Phone Replacement Credit 2018	-58.96
Verizon Wireless Inc	Phone Service- May 2018	52.20
Verizon Wireless Inc	Phone Service- April 2018	52.20

Water Administration

Department Total = 6,710.68

Water Plant

Ahlers & Cooney, P.C.	Labor Relations Legal Services	42.00
Alliant Energy	Gas Service Apr/May 2018	215.99
Clear Edge Filtration	Press Cloths	4,104.26
Control System Specialists, LLC	Serviced HVAC	380.00
Fastenal Company	Supplies	17.86
Fastenal Company	Supplies	158.73
FL Smidth, Inc	Feeder Basic Assembly- Less Tax	9,237.00
Grainger Inc W.W.	HVAC Motor	391.32
JNB Acquisition Corporation	Copier Maintenance Agreement	45.19
Long Lines Broadband	Phone Service May 2018	164.08
Long Lines Broadband	Phone Service June 2018	164.08
Mangold Environmental Testing	Testing Services	36.00
Mike's Electronics Inc	Service Call Sludge Pump	981.08
Mike's Electronics Inc	Service Call Well 14	240.50
Mississippi Lime Company	Lime	4,684.34

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Mississippi Lime Company	Lime	4,651.08
Mississippi Lime Company	Lime	4,629.55
Mississippi Lime Company	Lime	4,735.21
Neuroth Kevin	Garbage Service May 2018	82.75
Plumbing & Heating Wholesale, Inc	Primer & PVC Cement	17.08
PraxAir inc	Carbon Dioxide	1,144.41
Specter Instruments, Inc	Software Annual Maintenance Renewal	247.50
Star Energy, LLC	Fuel May 2018	279.36
Storm Lake Ace Hardware Inc	LED Shop Lights	318.55
Storm Lake Ace Hardware Inc	Supplies	7.39
USA Blue Book	Air Compressor	132.47
Verizon Wireless Inc	Phone Replacement Credit 2018	-353.80
Verizon Wireless Inc	Phone Service- May 2018	313.20
Verizon Wireless Inc	Phone Service- April 2018	313.20

Water Plant	Department Total =	37,380.38
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Water Distribution

Alliant Energy	Gas Service Apr/May 2018	135.41
City of Storm Lake	Serviced #137	49.74
Fastenal Company	Safety Vests	17.31
Long Lines Broadband	Phone Service May 2018	69.58
Long Lines Broadband	Phone Service June 2018	69.58
Seiler Plumbing & Heating Inc	Curb Box	192.00
Seiler Plumbing & Heating Inc	Services	111.80
Star Energy, LLC	Fuel May 2018	315.99
Underground Location Company	Locates	91.45
Utility Equipment Co	Pipe	3,542.00
Utility Equipment Co	Saddle for Casey's	353.42
Verizon Wireless Inc	Phone Replacement Credit 2018	-235.86
Verizon Wireless Inc	Phone Service- April 2018	196.61
Verizon Wireless Inc	Phone Service- May 2018	196.73

Water Distribution	Department Total =	5,105.76
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Water Meters

Star Energy, LLC	Fuel May 2018	126.90
Verizon Wireless Inc	Phone Service- May 2018	92.21
Verizon Wireless Inc	Phone Replacement Credit 2018	-117.93
Verizon Wireless Inc	Phone Service- April 2018	92.21

Water Meters	Department Total =	193.39
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Wastewater Administration

Buena Vista Regional Medical Center	Physical- Van Hooser	166.34
Genesis Development	May 2018 Janitorial Services	200.00
Havens Philip E	May 2018 Legal Services	87.50
Iowa City/County Mgmt Assoc	FY2019 Membership- Navratil	83.33
Iowa Office Supply Inc	Office Supplies	6.21
Iowa Office Supply Inc	Office Supplies	135.67
Long Lines Broadband	Phone Service May 2018	72.86
Long Lines Broadband	Phone Service June 2018	72.86
Mercy Medical Center	Physical- Van Hooser	33.34
Qualified Presort Service, LLC	Monthly Statements	386.20
Qualified Presort Service, LLC	ACH Statements	95.03
Reserve Account	Postage June 7, 2018	36.84

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Tyler Technologies, Inc	Configuration Services	3,189.18
Verizon Wireless Inc	Phone Replacement Credit 2018	-58.96
Verizon Wireless Inc	Phone Service- May 2018	52.20
Verizon Wireless Inc	Phone Service- April 2018	52.20

Wastewater Administration	Department Total =	4,610.80
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Wastewater Treatment Plant

A & A Automotive	Caliper Repairs #86	696.32
ABC Pest Control, Inc	Pest Control Services	100.00
Alliant Energy	Gas Service Apr/May 2018	339.74
Arnold Motor Supply, LLP	Supplies	2.08
Arnold Motor Supply, LLP	Switch for Generator	23.56
Central Iowa Distributing, Inc	Cleaning Supplies	388.45
Control System Specialists, LLC	Serviced HVAC	190.00
Electric Pump Inc	Pump Repairs NW LS	4,753.82
Foundation Analytical Laboratory Inc	Testing Services	183.50
Foundation Analytical Laboratory Inc	Testing Services	255.50
Foundation Analytical Laboratory Inc	Testing Services	169.75
H-O-H Water Technology, Inc	Polymer	7,435.30
JNB Acquisition Corporation	Copier Maintenance Agreement	26.04
Mike's Electronics Inc	Frank Star LS Service Call	70.00
Mike's Electronics Inc	Headworks Building Service Call	70.00
Mike's Electronics Inc	Golf Course LS Service Call	70.00
Mike's Electronics Inc	Control Box Replacement College & 3rd LS	3,024.67
Mike's Electronics Inc	Control Box Replacement College & 3rd LS	927.06
Neuroth Kevin	Garbage Service May 2018	67.00
Pedersen Kane	Training- Des Moines- Pedersen	168.96
Recycle Center Harold Rowley	Recycling	86.84
Specter Instruments, Inc	Software Annual Maintenance Renewal	247.50
Star Energy, LLC	Fuel May 2018	801.15
Storm Lake Ace Hardware Inc	Supplies	17.99
Storm Lake Ace Hardware Inc	Supplies	36.96
Storm Lake Ace Hardware Inc	Supplies	133.93
US Peroxide, LLC	Facility & Maintenance Services	750.00
Verizon Wireless Inc	Phone Replacement Credit 2018	-294.84
Verizon Wireless Inc	Phone Service- May 2018	261.00
Verizon Wireless Inc	Phone Service- April 2018	372.15

Wastewater Treatment Plant	Department Total =	21,374.43
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Wastewater Collection

A. J. S. of Des Moines, Inc	1519 Maple St Repairs- Backup- Less Tax	4,220.32
City of Storm Lake	Replace Gas Filter Neck #59	204.36
City of Storm Lake	Serviced #59	49.27
Star Energy, LLC	Fuel May 2018	162.79
Underground Location Company	Locates	91.45

Wastewater Collection	Department Total =	4,728.19
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Landfill

Qualified Presort Service, LLC	Monthly Statements	386.20
Qualified Presort Service, LLC	ACH Statements	95.02
Reserve Account	Postage June 7, 2018	18.41
Tyler Technologies, Inc	Configuration Services	797.29

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Landfill		Department Total =	1,296.92
Storm Water Administration			
Genesis Development	May 2018 Janitorial Services		200.00
Havens Philip E	May 2018 Legal Services		87.50
Qualified Presort Service, LLC	ACH Statements		95.02
Qualified Presort Service, LLC	Monthly Statements		386.20
Tyler Technologies, Inc	Configuration Services		797.29
Storm Water Administration		Department Total =	1,566.01
Storm Water Collection			
Bolton & Menk, Inc	Construction Services through 5/31/2018		3,685.00
Havens Philip E	May 2018 Legal Services		910.00
I&S Group, Inc.	Final Design Services through 5/31/2018		3,575.00
Storm Water Collection		Department Total =	8,170.00
Insurance			
Auxiant - Claims Account	6/11/2018 Claims		1,592.69
Auxiant - Claims Account	6/4/2018 Claims		50,239.78
Auxiant - Flex Account	6/6/2018 Flex Claims		403.40
Auxiant - Flex Account	5/30/2018 Flex Claims		45.57
Auxiant - Flex Account	6/13/2018 Flex Claims		1,258.10
Insurance		Department Total =	53,539.54
Vehicle Maintenance			
Arnold Motor Supply, LLP	Filters		30.03
Arnold Motor Supply, LLP	Solenoid #68		16.99
Arnold Motor Supply, LLP	Break Cleaner		60.00
Arnold Motor Supply, LLP	Tie Wrap		7.79
Arnold Motor Supply, LLP	Supplies		46.37
Arnold Motor Supply, LLP	Supplies		16.48
Arnold Motor Supply, LLP	Lights		7.69
Arnold Motor Supply, LLP	Supplies		30.28
Arnold Motor Supply, LLP	Supplies		57.16
Arnold Motor Supply, LLP	Starter Core Returned		-5.00
Arnold Motor Supply, LLP	Switch		69.66
Rasmussen's	Pipe		190.20
Vehicle Maintenance		Department Total =	527.65
Technology			
Long Lines Broadband	Internet Service June 2018		894.95
Long Lines Broadband	Internet Service May 2018		894.95
Rebnord Technologies Inc	2 Factor Auth		375.00
Rebnord Technologies Inc	My AntiSpam		75.00
Rebnord Technologies Inc	IT Service Agreement		3,333.33
Rebnord Technologies Inc	IT Service Agreement- Fiber Network		200.00
Technology		Department Total =	5,773.23
		Grand Total =	415,625.55

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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 One stop shop
Physical Location Address 1101 N LAKE AVE City STORM LAKE ZIP 50588
Mailing Address 1101 N LAKE AVE City STORM LAKE State IA ZIP 50588
Business Phone Number 712-732-2821

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP KSL Convenience LLC
Mailing Address 1101 N LAKE AVE City STORM LAKE State IA ZIP 50588
Phone Number 712-732-2821 Fax Number _____ Email _____

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) KARAV RANDEMAN Name (please print) _____
Signature [Signature] Signature _____
Date 06/13/18 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: 75.00
- 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).

REVENUE

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

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 Murphy USA #16923
Physical Location Address 1829 Lake Ave City Storm Lake ZIP 50588
Mailing Address PO Box 7300 City El Dorado State AR ZIP 71731
Business Phone Number 712-732-2717

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐
Name of sole proprietor, partnership, corporation, LLC, or LLP Murphy Oil USA, Inc
Mailing Address PO Box 7300 City El Dorado State AR ZIP 71731
Phone Number 870-881-6651 Fax Number 870-875-7670 Email Permits_Licensing@murphyusa.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) John A Moore Name (please print) _____
Signature John A Moore Signature _____
Date 5/14/2018 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: _____
- 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.

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Iowa Retail Permit Application For Cigarette/Tobacco/Nicotine/Vapor, page 2

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.
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Business Information

- Fill in the trade name/DBA of the business.
- Fill in the physical location address, city, and ZIP.
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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:
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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).

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: 07/13/2018

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>Illinois Union Insurance Company</u>	
Policy Effective Date: <u>07/13/2018</u>	Policy Expiration <u>07/18/2018</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective Date	Temp Transfer Expiration Date:

Applicant License Application (WBN000224)

Name of Applicant: <u>Julie Egland</u>		
Name of Business (DBA): <u>Kristi's Kandies & Heirlooms</u>		
Address of Premises: <u>612 Lake Ave.</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(712) 732-3323</u>		
Mailing <u>612 Lake Ave.</u>		
City <u>Storm Lake</u>	State <u>IA</u>	Zip: <u>50588</u>

Contact Person

Name <u>Julie Egland</u>	
Phone: <u>(712) 732-5382</u>	Email <u>egland52@gmail.com</u>

Classification Class B Native Wine Permit (WBN)

Term:12 months

Effective Date: 07/05/2018

Expiration Date: 07/04/2019

Privileges:

Class B Native Wine Permit (WBN)

Status of Business

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

Ownership

Julie Egland

First Name: <u>Julie</u>	Last Name: <u>Egland</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>	

Roger Egland

First Name: <u>Roger</u>	Last Name: <u>Egland</u>	
City:	State: <u>Iowa</u>	Zip: <u>50588</u>
Position: <u>Spouse</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>First Western Insurance</u>	
Policy Effective Date:	Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Staff Summary

6/18/2018

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:

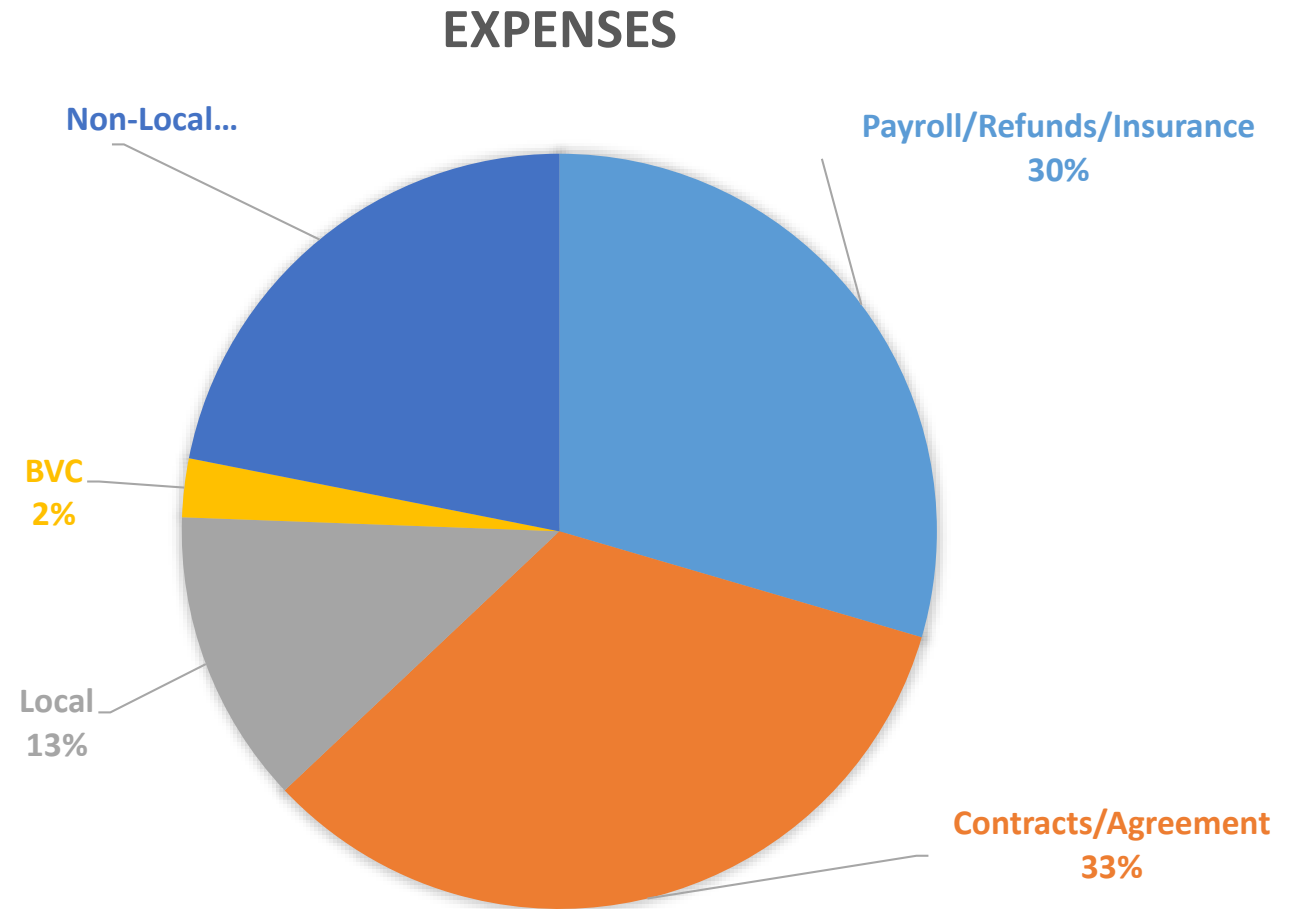
Calculated Expenses	
Payroll/Refunds/ Insurance	\$122,729.94
Contracts/Agreements	\$138,973.20
Local Businesses	\$52,473.54
Buena Vista County Business	\$10,435.94
Non-Local Business	\$91,012.93
Total Expenses	\$415,625.55
Please see attachment for supporting documents	

RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

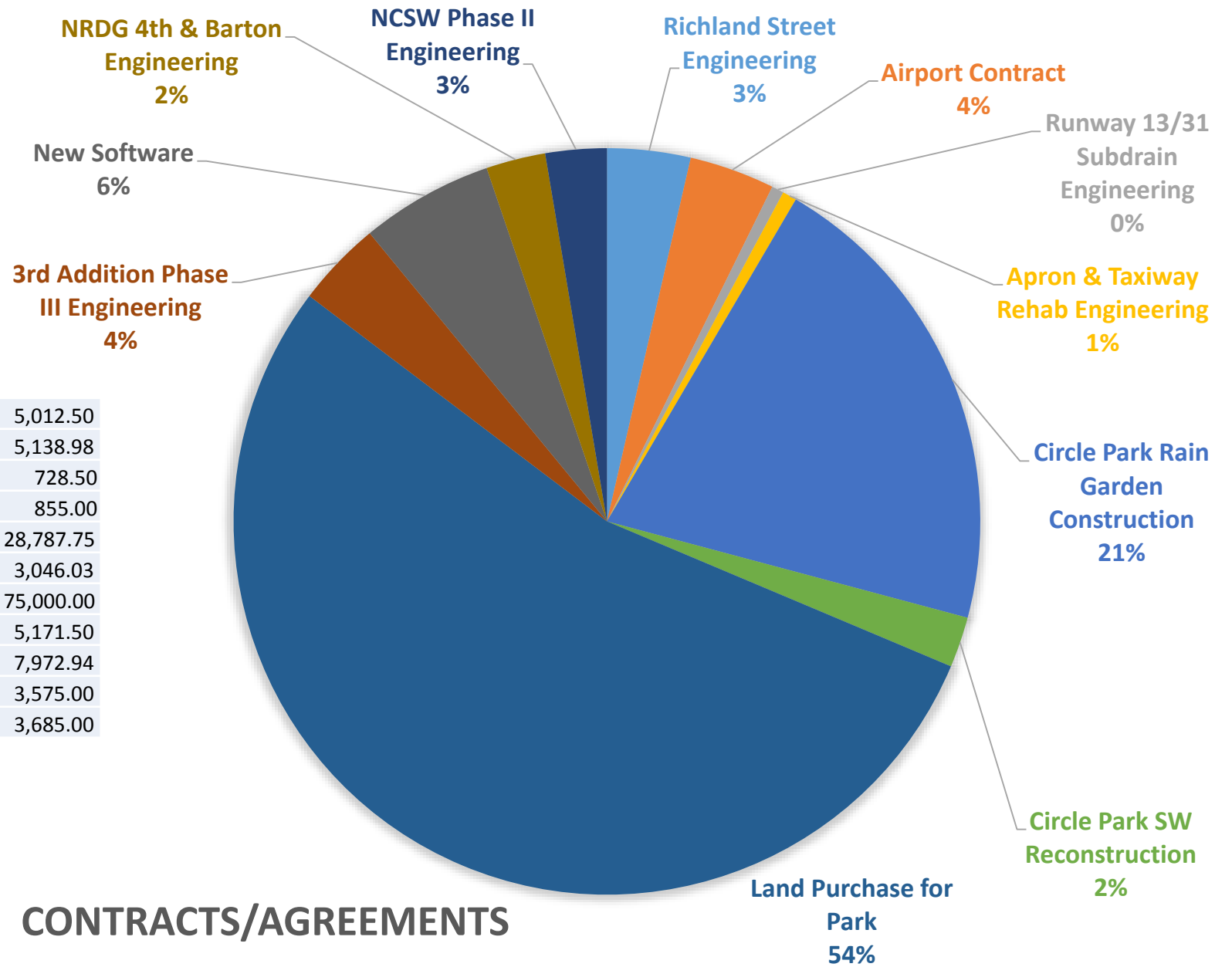
Description	Type
 Supporting Documents	Backup Material

Payroll/Refunds/Insurance	\$122,729.94
Contracts/Agreements	\$138,973.20
Local Businesses	\$ 52,473.54
Buena Vista County Business	\$ 10,435.94
Non-Local Business	\$ 91,012.93
Total Expenses	\$415,625.55

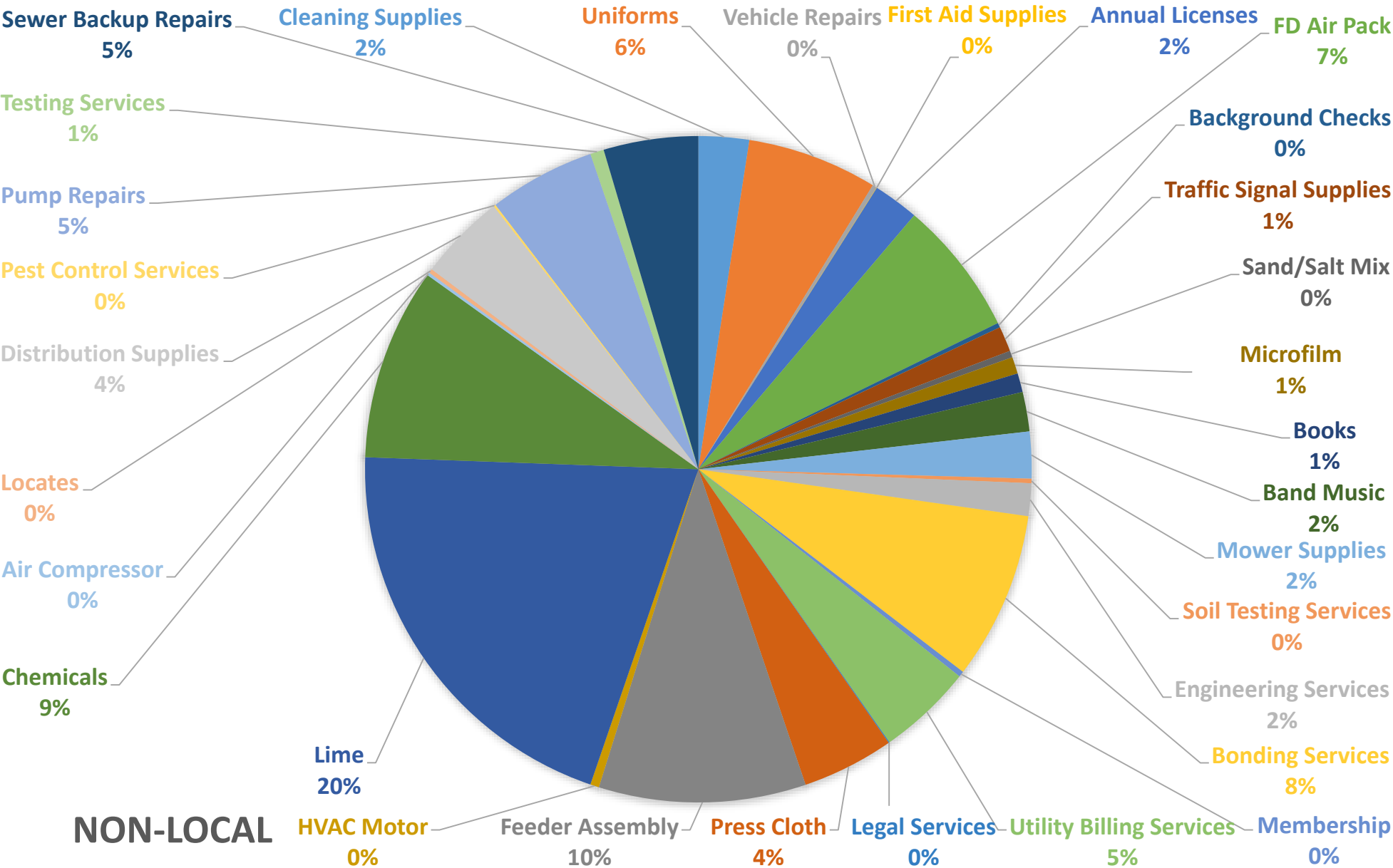


Richland Street Engineering	\$	5,012.50
Airport Contract	\$	5,138.98
Runway 13/31 Subdrain Engineering	\$	728.50
Apron & Taxiway Rehab Engineering	\$	855.00
Circle Park Rain Garden Construction	\$	28,787.75
Circle Park SW Reconstruction	\$	3,046.03
Land Purchase for Park	\$	75,000.00
3rd Addition Phase III Engineering	\$	5,171.50
New Software	\$	7,972.94
NRDG 4th & Barton Engineering	\$	3,575.00
NCSW Phase II Engineering	\$	3,685.00

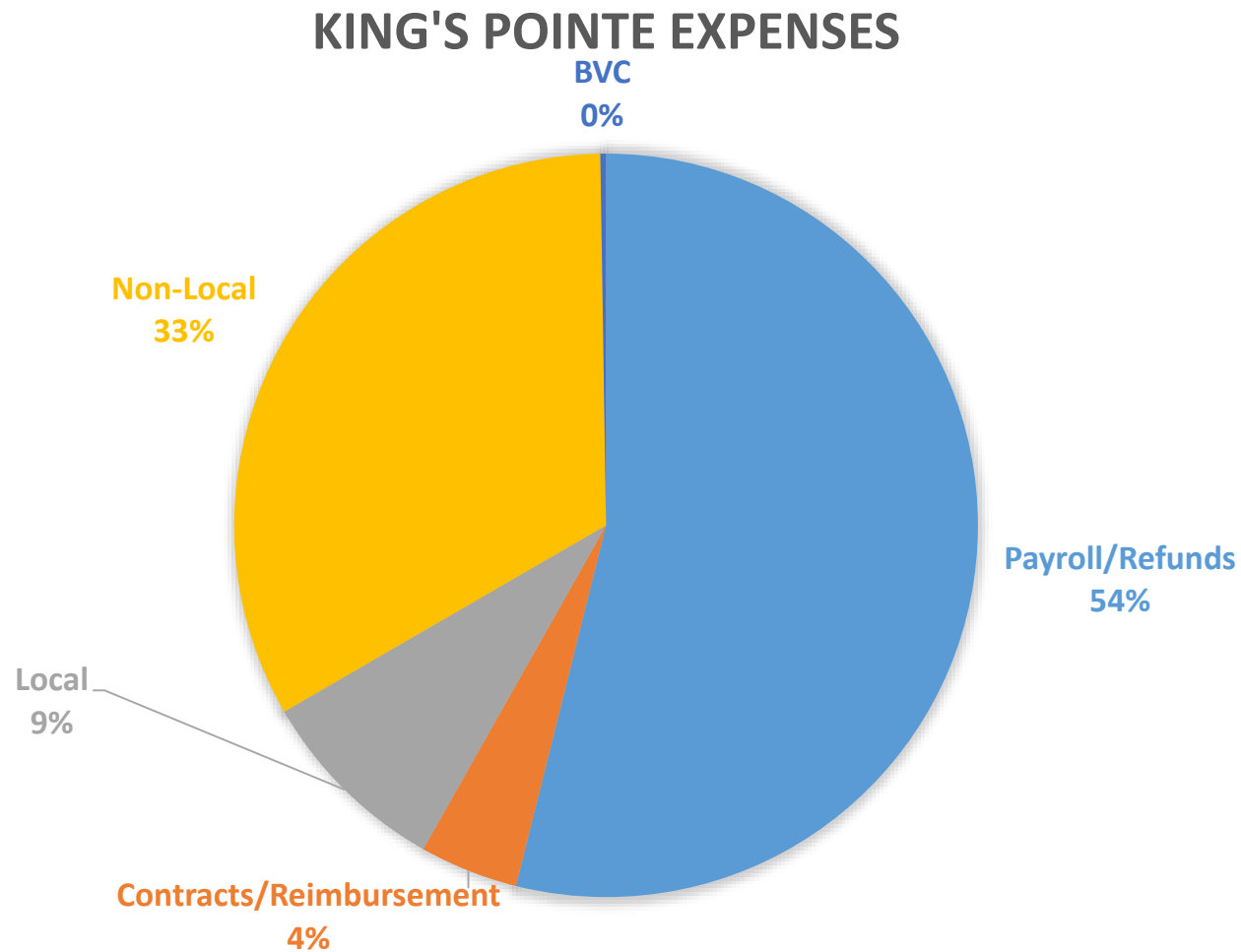
CONTRACTS/AGREEMENTS



Cleaning Supplies	\$ 2,254.35
Uniforms	\$ 5,810.76
Vehicle Repairs	\$ 193.96
First Aid Supplies	\$ 16.73
Annual Licenses	\$ 2,040.00
FD Air Pack	\$ 6,036.10
Background Checks	\$ 205.50
Traffic Signal Supplies	\$ 1,128.15
Sand/Salt Mix	\$ 296.88
Microfilm	\$ 750.00
Books	\$ 841.29
Band Music	\$ 1,760.99
Mower Supplies	\$ 2,083.54
Soil Testing Services	\$ 202.86
Engineering Services	\$ 1,456.00
Bonding Services	\$ 7,500.00
Membership	\$ 250.00
Utility Billing Services	\$ 4,237.67
Legal Services	\$ 42.00
Press Cloth	\$ 4,104.26
Feeder Assembly	\$ 9,237.00
HVAC Motor	\$ 391.32
Lime	\$ 18,700.18
Chemicals	\$ 8,579.71
Air Compressor	\$ 132.47
Locates	\$ 182.90
Distribution Supplies	\$ 3,895.42
Pest Control Services	\$ 100.00
Pump Repairs	\$ 4,753.82
Testing Services	\$ 608.75
Sewer Backup Repairs	\$ 4,220.32

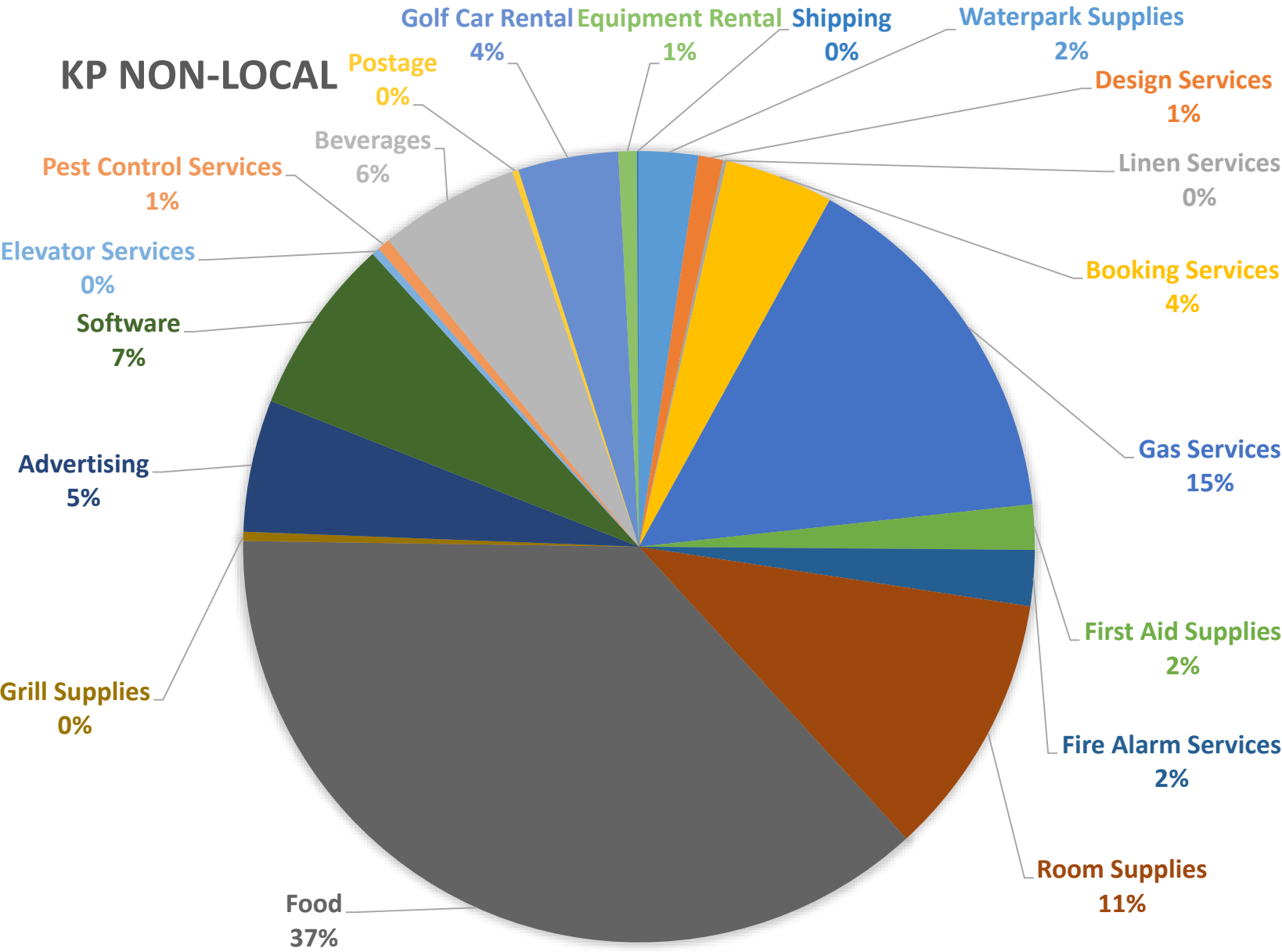


Payroll/Refunds	
\$ 99,536.18	
Contract/Reimbursement	
\$ 7,902.10	
Local Expenses	
\$ 15,632.13	
Non-Local	
\$ 61,148.36	
BV County	
\$ 453.09	
Total Expenses	
\$184,671.86	



KP NON-LOCAL

Waterpark Supplies	\$	1,476.40
Design Services	\$	608.48
Linen Services	\$	93.88
Booking Services	\$	2,715.71
Gas Services	\$	9,344.57
First Aid Supplies	\$	1,126.48
Fire Alarm Services	\$	1,395.00
Room Supplies	\$	6,597.00
Food	\$	22,645.69
Grill Supplies	\$	228.50
Advertising	\$	3,300.00
Software	\$	4,436.76
Elevator Services	\$	195.00
Pest Control Services	\$	320.67
Beverages	\$	3,498.38
Postage	\$	153.96
Golf Car Rental	\$	2,500.00
Equipment Rental	\$	460.26
Shipping	\$	51.62



Staff Summary

6/18/2018

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: **Motion Authorizing a noise Variance for the Lao Temple**

BACKGROUND: Attached to this summary is a written request for a Noise Variance to be issued for the Lao Temple located at 611 Rothmoor Road for an outdoor celebration scheduled for Saturday, 7-14-2018 from 1:00pm until 1:00am inclusive of amplified entertainment.

The request is consistent with previous years.

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

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
□ Resolution	Resolution

noise ordinance

May 27 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 July 14th from
1pm through 1am July 15th. For a
ceremonial celebration.

If there are any questions please
contact:

Meng Lai, China House, 712-299-1068

Sincerely;



Page 1



**Public Safety
Police & Fire
PERMIT**

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

Event: Lao Temple Ceremonial Celebration

Issued To:

Name: Meng Lai

Organization: Temple Representative

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

Phone: 712-299-1068

Date(s) of Event: Saturday, 7-14-2018

Time(s) of Event: 1:00pm until 1:00am

Expiration of Permit: 7-15-2018 (after 1:00am)

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: 6-19-2018

Signature:

Please Print

Title: Public Safety Director

Staff Summary

6/18/2018

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 Approving a Civil Service Eligibility List for Police Patrol Officer**

BACKGROUND: On Monday, June 4, 2018 the Civil Service Commission approved the attached Patrol Officer Eligibility List for the rank of Patrol Officer following testing on Saturday, June 2, 2018.

The list is now forwarded to the city council for final approval.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
□ Resolution	Resolution

ELIGIBILITY LIST

NAME	ID #
Thomas Lane	4
Trevor Pulliam	5
Brad Wendt	7
Jason Feather	3

Michael L. Ingram
COMMISSIONER

Council - Certified
6-18-2018

COMMISSIONER

Expires -
6-18-2019

Dany R. Ruhlman
COMMISSIONER

6-4-2018
DATE

Staff Summary

6/18/2018

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: Brian Oakleaf, Finance Director

SUBJECT: **Resolution No. 92-R-2017-2018 Amending Fee Resolution for Bulk Water Sales**

BACKGROUND: In December of 2017, the City adopted a separate fee for bulk water sales from the Backflow Prevention Dispenser. As the equipment and supplies for the system were the main cost consideration, the fee was set as a cu. ft. based charge with a 100 gallon minimum.

On July 1st, the State of Iowa begins a new Water Excise Tax, specifically separating the sale of distributed water for tax collection and reporting. Therefore, it is imperative to charge water service alone and any other items, such as the prepaid swipe cards for the Backflow System, separately.

It is recommended that the City strike the previous fee for Bulk Water Sales and replace it with a \$10 fee for an access card for the Backflow Dispenser, and charge any actual water provided under the Water Service Fee Structure, effective 7/1/2018.

Changing the base fee to accurately reflect the purchase of the card as opposed to water and tying bulk water sales to the standard rate schedule will ensure compliance with the new excise tax, simplify our reporting and returns, and will provide some savings for extreme volume water purchases.

FISCAL IMPACT: Minimal, as these sales have virtually no impact on total Water Revenue.

RECOMMENDATION: Adopt Resolution No. 92-R-2017-2018

ATTACHMENTS:

Description

Type

RESOLUTION NO. 92-R-2017-2018

RESOLUTION SETTING FINES AND FEES

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

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

Airport Hangar Rent (monthly fees)

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

Building Official

Central Business District Bench & Flower Pot Permit	\$25.00	
Driveway Cut Inspection & Marking Only	\$30.00	
Driveway Cut < 18'	\$80.00	
Driveway Cut 24'	\$95.00	
Driveway Cut 34'	\$120.00	
ROW Temp Closure Permit	\$25.00	
Building Moving Permit (Per Bldg)	\$100.00	5-1-1
Demolition Permit	\$50.00	
Pool Inspection	\$20.00	8-8-11
Re-inspection Fee (after 1 per inspection)	\$35.00	
No Show Fee (per event)	\$50.00	
Rental Registration Fee – Yearly (July 1st – June 30th)		
Base Registration Fee (Structure and 1 unit)	\$15.00	5-8-9
Additional unit in excess of 1 (per unit)	\$7.00	5-8-9
Base Registration Fee (Structure and 1 unit) (proof of training)	\$10.00	5-8-9
Additional unit in excess of 1 (per unit) (proof of training)	\$5.00	5-8-9
Late Registration Fee	\$50.00	5-8-9
Property Maintenance Ordinance Appeal	\$150.00	Zoning Ord.
Variance Request	\$150.00	Zoning Ord.
Zoning Request	\$200.00	Zoning Ord.
Conditional Use	\$300.00	Zoning Ord.
Sub-Division Application Fee	\$300.00	
Sidewalk Repair Permit Fee	\$0	
New Construction Incentive		
Single Family Attached and Single Family Detached Dwelling	\$1.00	
(only valid from March 8, 2018 to Decemeber 31, 2018 with Council approval)		
<u>Building & Sign Permit Fees</u>		
Building & Sign Permit <\$1,200	\$22.02	5-2-2
Building & Sign Permit \$1,200-2,000		5-2-2
\$22.02 + \$2.88 for each additional \$100.00 over \$1,200		
Building & Sign Permit \$2,001-25,000		5-2-2
\$45.06+ \$9.16 for each additional \$1,000.00 over \$2,000		
Building & Sign Permit \$25,001-50,000		5-2-2

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

Electrical Fees

For New Residences		5-4-9
Single Dwelling	\$38.00	
Duplex Dwelling	\$56.75	
Triplex Dwelling	\$75.50	
4-Plex Dwelling	\$113.00	
Multi Units Between 5 and 12	\$156.75	
Over 12 Units	\$156.75 plus \$38.00each over 12	
For New Commercial or Industrial Buildings		
First \$5,000.00 at \$8.00 per/\$1,000.00 of cost		
Second \$5,000.00 at \$6.75 per /\$1,000.00 of cost		
Third \$5,000.00 at \$5.50 per/\$1,000.00 of cost		
Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost		
Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost		
All over \$25,000.00 at \$1.50 per/\$1,000.00 of cost		

For Rewiring, Repairs or Alterations on Residence, Commercial and Industrial Buildings

\$100.00 to \$150.00 electric contract \$6.75
\$151.00 to \$200.00 electric contract \$8.00
\$201.00 to \$250.00 electric contract \$9.25
\$251.00 to \$300.00 electric contract \$10.50
\$301.00 to \$350.00 electric contract \$11.75
\$351.00 to \$400.00 electric contract \$13.00
\$401.00 to \$450.00 electric contract \$14.25
\$451.00 to \$500.00 electric contract \$15.50
\$501.00 to \$1,000.00 electric contract \$23.00
\$1,001.00 to \$2,000.00 electric contract \$28.00
All over \$2,001.00 \$28.00 plus \$1.50per \$100.00

Plumbing Fees

For New Residences		5-3-10
Single Dwelling	\$38.00	
Duplex Dwelling	\$56.75	
Triplex Dwelling	\$75.50	
4-Plex Dwelling	\$113.00	
Multi Units Between 5 and 12	\$156.75	
Over 12 Units	\$156.75 plus \$38.00 each over 12	
For New Commercial or Industrial Buildings		
First \$5,000.00 at \$8.00 per/\$1,000.00 of cost		
Second \$5,000.00 at \$6.75 per /\$1,000.00 of cost		
Third \$5,000.00 at \$5.50 per/\$1,000.00 of cost		
Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost		
Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost		
All over \$25,000.00 at \$1.75 per/\$1,000.00 of cost		

For Repairs or Alterations on Residence, Commercial and Industrial Buildings

\$100.00 to \$150.00 plumbing contract	\$6.75
\$151.00 to \$200.00 plumbing contract	\$8.00
\$201.00 to \$250.00 plumbing contract	\$9.25
\$251.00 to \$300.00 plumbing contract	\$10.50
\$301.00 to \$350.00 plumbing contract	\$11.75
\$351.00 to \$400.00 plumbing contract	\$13.00
\$401.00 to \$450.00 plumbing contract	\$14.25
\$451.00 to \$500.00 plumbing contract	\$15.50
\$501.00 to \$1,000.00 plumbing contract	\$23.00
\$1,001.00 to \$2,000.00 plumbing contract	\$28.00
All over \$2,001.00	\$28.00 plus \$1.50 per \$100.00

Campground

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

Fire Department

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

Golf Course

Single Season Pass	\$275.00
Family Pass (up to 4 family members can be included on Pass)	\$450.00
College Season Pass	\$149.00
Junior Season Pass (12 and Under)	\$50.00

Electric Cart Storage	\$275.00
Gas Cart Storage	\$225.00
Locker Rent/yr	\$20.00
Golf Club Rental	\$10.00
Trail Fee (per day)	\$10.00
Pull Cart Rental	\$3.00
Trail Fee (year)	\$150.00
Discount Tickets – per 9 holes	\$10.00
(sold in advance with minimum quantity of 50)	
Weekday 9 Holes	\$15.00
Weekday 18 Holes	\$20.00
Weekend 9 Holes	\$20.00
Weekend 18 Holes	\$25.00
Cart Rental 9 Holes	\$10.00
Cart Rental 18 Holes	\$20.00
Yearly Cart Rental	\$325.00
Hall Rental – Off Season Rate	\$300.00
Hall Rental – Peak Season Rate (Memorial Day to Labor Day)	\$400.00
Bar Set-Up Fee	\$100.00
Hall Rental - Friday Setup Fee	\$100.00
(valid only after 5:00pm Friday with following Sat. rental)	
Hall Rental (weekday 4hrs or less)	\$100.00
Group Golf Rates	As Set by the Following Table

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

Library

Late Borrowing Fees	
Print Materials per day	\$0.10
Audiobooks, DVDs per day	\$1.00
Sale of Designated Library Materials	
Used Book	\$0.25
Used Magazine	\$0.10
Used Audio, VHS, DVD	\$1.00
Earbuds	\$1.50
Printing, Scan, Fax per page	
B&W photocopy or computer print	\$0.20
Color photocopy or computer print	\$0.40
Scan to email or print	\$1.00
Domestic fax	\$1.00
International fax	\$3.00
Replacements per item	
Damaged or missing material	full replacement cost
Library card	\$1.00
Barcode or label	\$1.00
Pocket	\$1.00
Security Card	\$2.00
Single DVD Case	\$2.00
Double DVD Case	\$4.00
Multiple DVD case	\$5.00
Single CD Case	\$2.00

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

Police

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

King's Pointe Outdoor Aquatic Center

Family Season Pass	\$275.00	
(up to 5 family members can be included on Pass, Children 4 and under need not be on pass, as they are free.)		
Up to 4 additions of children 5-12 years old @\$55 each		
Single Season Pass (children and adults)	\$150.00	
Adult BV Resident Daily Pass (Age 12+)	\$8.00	
Child BV Resident Daily Pass (Age 5-11)	\$5.00	
Children (Age 5-11) Standard Pricing	\$12.00	
Adults (Age 12+) Standard Pricing	\$15.00	
4 and under	free	
Twilight Pricing (after 3:00)		
Age 12+	\$7.50	
Age 5-11	\$6.00	
Age 0-4	free	
Land Lovers	\$5.00	
Swim Lessons	\$40.00	

Roadway Maintenance

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

Sewer

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

Shelter House

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

Water

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

PASSED AND APPROVED this 18th day of June 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

6/18/2018

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: Keri Navratil, City Manager

SUBJECT: **Approve E. Richland Street Extended Warranty**

BACKGROUND: During paving of the southernmost row of concrete panels for the E. Richland project, the concrete was erratically placed which caused bumps in the roadway. In lieu of replacing the affected panels, Iowa Civil Contracting remedied the condition by grinding the defective concrete. As a stipulation of the remedy, they will extend the maintenance warranty to a five (5) year warranty period. A walk-through will occur prior to the five (5) year anniversary.

FISCAL IMPACT: N/A

RECOMMENDATION: Approve extended warranty

ATTACHMENTS:

Description	Type
Extended Warranty	Letter



Real People. Real Solutions.

218 11th Street SW Plaza
Spencer, IA 51301

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

MEMORANDUM

Date: May 18, 2018
To: City of Storm Lake
Iowa Civil Contracting
From: Josh Pope, P.E., Project Engineer
Subject: E. Richland Street Extended Warranty
City of Storm Lake
Project No.: P11.106893

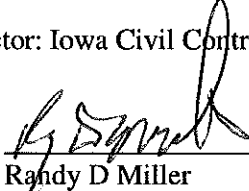
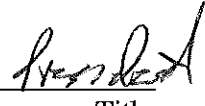
On November 8, 2017, Iowa Civil Contracting paved the southernmost row of concrete panels for the E. Richland Street project from approximately the main entrance of the Tyson Turkey plant to the eastern extent of the project. During the initial stages of the paving, concrete was erratically placed which caused bumps in the roadway. In lieu of replacing the affected panels, Iowa Civil Contracting proposed to remedy the condition by grinding the defective concrete.

As a stipulation of the remedy, Iowa Civil Contracting will extend the maintenance warranty to a five (5) year warranty period within the grinding area. All covenants within the maintenance bond shall be upheld until April 19, 2023. As such, any future cracks or pavement defects identified within this area as a result of the construction methods and/or materials will be repaired or replaced at no additional cost to the City of Storm Lake. City staff and Bolton & Menk will periodically review the area and notify Iowa Civil Contracting of any deficiencies that occur within this maintenance period. A walkthrough will also be conducted prior to the five year anniversary. Iowa Civil Contracting may be given a punch list noting deficiencies identified in the walkthrough.

JURISDICTION: City of Storm Lake

Contractor: Iowa Civil Contracting, Inc.

By _____
Mike Porsch, Mayor

By  
Randy D Miller Title

ATTEST:

Iowa Civil Contracting, Inc.

1106 3rd Street

Victor, IA 52347

By _____
Mayra Martinez, City Clerk

(319) 647-3561

Staff Summary

6/18/2018

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: Mayra Martinez, City Clerk

SUBJECT: **Motion Approving Agreements With Storm Lake Cab & RIDES For Transit Services**

BACKGROUND: The City has provided riders of the two taxi services in town (Storm Lake Cab and RIDES) with \$1.00 off coupons that can be used to directly reduce the cost of the one way ride within the City limits of Storm Lake. During Fiscal Year 2017-2018, there were 2029 tickets used and submitted for reimbursement.

In the FY 2019 budget the City has allocated 3,000 discounted tickets for the program.

Both RIDES and Storm Lake Cab have signed the new agreements to continue to participate in the Discount Coupon Program for Fiscal Year 2018-2019. The agreements are attached to this staff summary for Council's consideration.

The new tickets are good thru June 30, 2019 or until we run out whichever occurs first. Tickets are available at City Hall during normal business hours.

FISCAL IMPACT: The total cost of the discount coupon program to the City of Storm Lake is \$3,500 which includes a maximum of \$3,000 for direct discounts on the cost of a ride and \$500 for the advertising and printing of the coupons.

Historically the City has not paid out the maximum cost of the coupons.

RECOMMENDATION: Approve Motion & Authorize Mayor to Sign Agreements

ATTACHMENTS:

Description	Type
▣ RIDES - Agreement	Backup Material

Agreement

Between the City of Storm Lake and RIDES

This agreement shall be enforce beginning on July 1, 2018 and ending on June 30, 2019 between the City of Storm Lake, hereafter CITY, and RIDES, hereafter TAXI.

The purpose of this agreement shall be to outline the CITY's Discount Coupon Program for riders of the TAXI service in Storm Lake and the agreements made by each party of this agreement for the time frame of July 1, 2018 through June 30, 2019,

NOW THEREFORE, the parties do hereby mutually agree as follows:

The CITY shall institute a Discount Coupon Program to commence beginning July 1, 2018 and running through June 30, 2019, whereby individuals may pick up coupons from City Hall, 620 Erie Street, during normal business hours, excluding holidays. The details of that program shall be as follows:

- Each Discount Coupon shall be worth \$1.00 off the current rate of a ride within the city limits of Storm Lake.
- Individuals will have to sign a register when obtaining their tickets and shall be limited to no more than 10 tickets per week.
- Tickets will be individually numbered and of a unique design that shall be difficult to reproduce. A sample copy of the tickets shall be provided to TAXI for the education of the staff.
- Discount Coupons will be marked "Valid Through June 30, 2019" and shall not be accepted after June 30, 2019.
- There shall be a total of 3,000 coupons produced and given out – it is possible with multiple Taxi companies participating that these 3,000 coupons will be dispersed randomly between all the agencies participating

CITY agrees to reimburse TAXI \$1.00 for each Discount Coupon they receive and turn back over to the CITY at the quarterly reporting period. Payment shall be made to TAXI within 45 days of receipt of the complete Quarterly Report as indicated in this agreement. Should the CITY receive incomplete or missing information as required by this agreement the CITY shall provide one written notice of such missing information to TAXI within 45 days of the initial receipt of the quarterly report.

CITY agrees to notify TAXI of any changes to the Discount Coupon Program during the term of this agreement.

TAXI agrees to accept the Discount Coupon's as \$1.00 toward the current fee from each rider.

TAXI agrees to only accept one ticket per rider per ride (defined as a one way trip from one point to a second point).

TAXI agrees that they will provide the CITY with all the original Discount Coupons received from their passengers.

TAXI agrees that it will supply the CITY with a quarterly report by no later than the following dates:

October 15, 2018 (Reporting Period – July 1, 2018 to September 30, 2018)

January 15, 2019 (Reporting Period – October 1, 2018 to December 31, 2018)

April 15, 2019 (Reporting Period – January 1, 2019 to March 31, 2019)

July 7, 2019 (Reporting Period – April 1, 2019 to June 30, 2019)

TAXI agrees that for each quarterly report date listed above that it will submit the following information:

1. Each ticket received during the reporting period
2. A total number of rides given during the reporting period

TAXI agrees that they shall be an independent contractor with regard to the CITY and this agreement.

TAXI agrees to provide transportation services within the City of Storm Lake and the surrounding area on an on demand basis.

TAXI agrees to comply with all applicable state and federal laws, including but not limited to, Equal Employment Opportunity laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws, and freedom of information laws.

TAXI agrees that they will obtain and maintain a Taxi License issued by the City of Storm Lake under current City Code Requirements for the term of this agreement.

TAXI agrees that they will make available to the CITY an inspection or audit of their financial records if the CITY should so desire at the sole cost of the CITY.

TAXI agrees that they shall accept all risk and indemnify and hold CITY harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness's fees related to loss or damage to property or injury or death of any person arising out of the acts or omissions of the TAXI or its employees or agents.

This agreement contains the entire agreement between the CITY and TAXI. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

Any amendments to this agreement must be in writing and must be mutually agreed by both the CITY and TAXI.

Cancellation of this contract may be effected by either party through written notice to the other party at least 30 days prior to the date of cancellation. Should cancellation of the contract occur a final report

shall be made to the CITY within 15 days of the official cancellation date of the contract. The CITY will make their final payment based on that report.

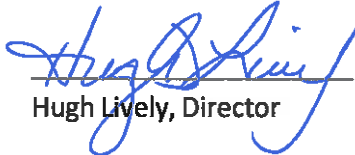
Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

This agreement is not assignable to any other party without the express written consent of the CITY.

This agreement hereby adopted by both parties and witnessed and dated below.

City of Storm Lake: _____
Michael Porsch, Mayor

Attest: _____
Mayra A. Martinez, City Clerk

RIDES: 

Hugh Lively, Director

Attest: 

Admin Assistant

Agreement

Between the City of Storm Lake and Storm Lake Cab

This agreement shall be enforce beginning on July 1, 2018 and ending on June 30, 2019 between the City of Storm Lake, hereafter CITY, and Storm Lake Cab, hereafter TAXI.

The purpose of this agreement shall be to outline the CITY's Discount Coupon Program for riders of the TAXI service in Storm Lake and the agreements made by each party of this agreement for the time frame of July 1, 2018 through June 30, 2019.

NOW THEREFORE, the parties do hereby mutually agree as follows:

The CITY shall institute a Discount Coupon Program to commence beginning July 1, 2018 and running through June 30, 2019, whereby individuals may pick up coupons from City Hall, 620 Erie Street, during normal business hours, excluding holidays. The details of that program shall be as follows:

- Each Discount Coupon shall be worth \$1.00 off the current rate of a ride within the city limits of Storm Lake.
- Individuals will have to sign a register when obtaining their tickets and shall be limited to no more than 10 tickets per week.
- Tickets will be individually numbered and of a unique design that shall be difficult to reproduce. A sample copy of the tickets shall be provided to TAXI for the education of the staff.
- Discount Coupons will be marked "Valid Through June 30, 2019" and shall not be accepted after June 30, 2019.
- There shall be a total of 3,000 coupons produced and given out – it is possible with multiple Taxi companies participating that these 3,000 coupons will be dispersed randomly between all the agencies participating

CITY agrees to reimburse TAXI \$1.00 for each Discount Coupon they receive and turn back over to the CITY at the quarterly reporting period. Payment shall be made to TAXI within 45 days of receipt of the complete Quarterly Report as indicated in this agreement. Should the CITY receive incomplete or missing information as required by this agreement the CITY shall provide one written notice of such missing information to TAXI within 45 days of the initial receipt of the quarterly report.

CITY agrees to notify TAXI of any changes to the Discount Coupon Program during the term of this agreement.

TAXI agrees to accept the Discount Coupon's as \$1.00 toward the current fee from each rider.

TAXI agrees to only accept one ticket per rider per ride (defined as a one way trip from one point to a second point).

TAXI agrees that they will provide the CITY with all the original Discount Coupons received from their passengers.

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TAXI agrees that for each quarterly report date listed above that it will submit the following information:

1. Each ticket received during the reporting period
2. A total number of rides given during the reporting period

TAXI agrees that they shall be an independent contractor with regard to the CITY and this agreement.

TAXI agrees to provide transportation services within the City of Storm Lake and the surrounding area on an on demand basis.

TAXI agrees to comply with all applicable state and federal laws, including but not limited to, Equal Employment Opportunity laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws, and freedom of information laws.

TAXI agrees that they will obtain and maintain a Taxi License issued by the City of Storm Lake under current City Code Requirements for the term of this agreement.

TAXI agrees that they will make available to the CITY an inspection or audit of their financial records if the CITY should so desire at the sole cost of the CITY.

TAXI agrees that they shall accept all risk and indemnify and hold CITY harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness's fees related to loss or damage to property or injury or death of any person arising out of the acts or omissions of the TAXI or its employees or agents.

This agreement contains the entire agreement between the CITY and TAXI. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

Any amendments to this agreement must be in writing and must be mutually agreed by both the CITY and TAXI.

Cancellation of this contract may be effected by either party through written notice to the other party at least 30 days prior to the date of cancellation. Should cancellation of the contract occur a final report shall be made to the CITY within 15 days of the official cancellation date of the contract. The CITY will make their final payment based on that report.

Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

This agreement is not assignable to any other party without the express written consent of the CITY.

This agreement hereby adopted by both parties and witnessed and dated below.

City of Storm Lake: _____
Michael Porsch, Mayor

Attest: _____
Mayra A. Martinez, City Clerk

Storm Lake Cab: _____ LLC
Jeff DeWall, Owner

Attest: _____
Jean Leuchman

Staff Summary

6/18/2018

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: Mayra Martinez, City Clerk

SUBJECT: **Motion to Approve Primary Tow Service Agreement for the Storm Lake Police Department with Storm Lake Towing**

BACKGROUND: As stewards of taxpayer dollars, all departments of the City of Storm Lake hold the responsibility for conducting procurements in a deliberate, fair and ethical manner. The goals of the City when making purchases are to: • purchase the proper good or service to meet the needs of the City; • Get the best possible price for the good or service; • Get the best value for public dollars expended; • Have the good or service available where and when it is needed; • Ensure a continuing supply of needed goods and services; • Allow bidders a fair opportunity to compete for the government's business, through statutory requirements for competitive bids and proposals combined with the City's purchasing procedures; • Stimulate the local economy and job market by allowing local businesses an opportunity to compete in the City contract award process.

Proposals were opened on May 9, 2018 by City Clerk Martinez at 4:00 p.m receiving two proposals. The recommendation was to awarded proposal to Storm Lake Towing.

This agenda item is to approve the Primary Towing Service Contract to Storm Lake Towing for July 1, 2018 to June 30, 2019.

FISCAL IMPACT: The City of Storm Lake typically spends between \$20,000 and \$30,000 a year on towing. Since these expenses are by in large offset through charges, the impact to City finances will be minimal.

RECOMMENDATION: Motion to Approve the Primary Towing Service Contract with Storm Lake Towing for FY 2018-2019.

ATTACHMENTS:

	Description	Type
📄	Storm Lake Towing Bid	Backup Material
📄	Storm Lake Towing Contract	Contract

TOW SERVICE INFORMATION SHEET

- 1) Do you guarantee a 20 minute or less response time 95% of the time?

YES ✓ NO

- 2) Will you provide the Storm Lake Police Department 24 hour a day, 7 day a week coverage? YES ✓ NO

- 3) Will you provide the following services to the Storm Lake Police Department?

	YES	NO
Police Impound Tows	<u>✓</u>	<u> </u>
Multiple Tow Capability	<u>✓</u>	<u> </u>
Vehicle Accident Tows	<u>✓</u>	<u> </u>
Snow Emergency Response	<u>✓</u>	<u> </u>
Snow Removal Tows	<u>✓</u>	<u> </u>
Crime Scene Tows	<u>✓</u>	<u> </u>

- 4) Please circle what vehicles you have the capabilities to tow:

<u>Motorcycles</u>	<u>Vans</u>
<u>All Cars</u>	<u>Buses</u>
<u>Trucks</u>	<u>Semi's</u>

- 5) Please list the fee you will charge for each type of vehicle:

Motorcycles	<u>100.00</u>
Cars	<u>100.00</u>
Truck	<u>100.00</u>
Vans	<u>100.00</u>
Buses	<u>200.00</u>
Semi's	<u>200.00</u>

6) Please complete the following information:

Name of Tow Service Storm Lake Towing
 Owner of Service Tyson Rice
 Business Address 109 W. 5th St.
Storm Lake, IA 50588
 Business Phone 712-732-6020
 24 Hour On Call Number 712-732-6020
 Fax Number 712-732-0012
 E-Mail stormlaketowing@gmail.com

LIST ALL TOW DRIVERS AND LICENSE NUMBERS

<u>Tyson Rice</u>	<u>529440814</u>
<u>Hunter O'Bannon</u>	<u>370 AE 5275</u>


 Owner's Signature

5-8-2018
 Date

Please include the following information with bid:

- ** INCLUDE PROOF OF INSURANCE: The tow service liability insurance must be a minimum of \$1,000,000 General Liability and must name the City of Storm Lake as additional insured and a waiver of subrogation included.
- ** \$1,000,000 Combined Single Limit for Auto Liability with the City of Storm Lake as an additional insured and a waiver of subrogation included.
- ** Workers Compensation Coverage \$500,000 each accident, \$500,000 each employee and \$500,000 policy limit if company is not owner-operated.
- ** INCLUDE PROOF OF INSURANCE: On-Hook Towing Insurance minimum of \$25,000 with City of Storm Lake as an additional insured and a

waiver of subrogation included.

3

- ** INCLUDE PROOF OF INSURANCE: Garage Keepers Liability with minimum of \$25,000 with City of Storm Lake as an additional insured and a waiver of subrogation included.
- ** INCLUDE PROOF OF CERTIFICATION FROM DEPARTMENT OF TRANSPORTATION.
- ** Include photos of equipment.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HERITAGE FINANCIAL SERVICES 115 EAST MAIN ST ANTHON, IA 51004 Phone: 712-454-5718 Fax: 712-200-1829	CONTACT NAME: doug svendsen S PHONE (A/C, No, Ext): 712-454-5718 E-MAIL: dsvendsen@heritagebankna.com ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: PROGRESSIVE INSURER B: TRAVLERS PROPERTY & CASUALTY INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED VANISH, INC. DBA STORM LAKE TOWING & RECOVERY 109 WEST 5TH STORM LAKE IA 50588	NAIC #	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	X X	X37233	03/15/18	03/15/19	EACH OCCURRENCE \$ 1000000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$					
	MED EXP (Any one person) \$					
	PERSONAL & ADV INJURY \$					
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X X	03295583-3	09/26/2017	09/26/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE					EACH OCCURRENCE \$
	DED ☐ RETENTION \$					AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	14-10804-17275	10/02/2017	10/02/2018	PER STATUTE ☐ OTH-ER ☐
	E.L. EACH ACCIDENT \$ 100000					
	E.L. DISEASE - EA EMPLOYEE \$ 100000					
	E.L. DISEASE - POLICY LIMIT \$ 500000					
A	GARAGEKEEPERS	X X	03295583-3	09/26/2017	09/26/2018	300000
A	ON-HOOK	X X	03295583-3	09/26/2017	09/26/2018	100000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

TOWING AND REPOSSESSION
CITY OF STORM LAKE ADDED AS ADDITONAL INSURED ON AUTO LIABILITY, GARAGE KEEPERS,
AND ALSO ON-HOOK LIABILITY

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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www.iowadot.gov

Office of Vehicle & Motor Carrier Services
PO Box 10382 | Des Moines, IA 50306-0382
Phone: 515-237-3268 | Fax: 515-237-3225

This is a Non-Expiring Permit

Motor Carrier Non-Expiring Permit

Type(s) of Authority:

Other Property

Name: Vanish LLC
Doing Business As: Storm Lake Towing & Recovery
Address: 109 W 5TH ST.
City: STORM LAKE
State: IA
Initial Issue Date: 5/8/2018 9:00:41 AM
US DOT Number: 2727926

Permit is to be carried in the vehicle.

This Permit is non-expiring as long as the carrier is in compliance with 325A of the Iowa Code and Chapter 524 of the Administrative Rules.

A copy of this Permit must be carried in each motor vehicle operating under the carrier's Iowa intrastate authority and must be made available for inspection upon request. Failure to do so is a violation and subject to penalty.

The original Permit should be kept in the carrier's office in the event the copy carried in the vehicle is lost or stolen. Duplicate Permits are available from the Iowa DOT - Office of Motor Carrier Services upon payment of the \$25 fee.

Marking the Motor Vehicle

The carrier's USDOT Number is the Intrastate authority Permit number. Motor Carrier's operating **intrastate only** must display the following:

Name of Motor Carrier
USDOT Number followed by IA

Motor Carrier's operating **both intrastate and interstate** must display the following:

Name of Motor Carrier
USDOT Number

Lettering shall be on both sides of the vehicle and visible from a distance of at least 50 feet and in a color contrasting the background.

If it can be towed, we can tow it.









F-450
Vulcan 882 Wrecker Body
Twin 12,000 lb. Winches
10 Ton Boom





Kenworth T-30

Medium Duty / Semi Tractor Towing
32,000 lb. Boom
Twin 30,000 lb. 150' Winches





F-350 4X4

**Holmes Commander Wrecker
Off Road / Severe Weather
Twin 12,000 lb. Winches
10 Ton Boom**





International 4700

Light / Medium Duty

20' Rollback

12,000 lb. 100' Winch

4 Ton Wheel Lift



RICE'S STORM LAKE TOWING & RECOVERY

109 West 5th Street
STORM LAKE, IA 50588

TYSON RICE

(712) 732-6020 Office

(712) 732-0012 Fax

(712) 661-8970 Cell

stormlaketowing@gmail.com



**CITY OF STORM LAKE
PRIMARY TOWING SERVICE CONTRACT
FY2018-FY2019**

ISSUING AGENCY: City of Storm Lake, Iowa ("City")

CONTRACTOR: Tyson Rice, d/b/a Storm Lake Towing ("Contractor")

The Contractor agrees to meet, maintain, and perform all services and to comply with all terms and conditions as set forth herein.

The Contract shall be effective as of 12:01 A.M. July 1, 2018, and subject to the foregoing provisions herein shall continue in effect until Midnight, June 30, 2019.

The Contractor agrees that information regarding towing for the City of Storm Lake shall be treated as confidential and contractor shall not release any photos, communication, or correspondence relating to City tows.

TECHNICAL STANDARDS

The Contractor shall have available at all times sufficient equipment to perform all services required on a timely and responsible basis. All equipment must be owned or exclusively leased by the Contractor. All equipment must be modern, commercially manufactured and in good mechanical condition, and shall be subject to inspection by the City or its agents at all times during the term of the Contract. No vehicle of the Contractor shall be used as an emergency vehicle. The Contractor agrees to have no markings on vehicles, buildings or correspondence that indicate or tend to suggest any official relationship between the Contractor and the City. All towing vehicles must be equipped with two-way radios or telephone communication with a range extending to the Storm Lake city limits. Radios shall not be tuned to any police frequency.

INSURANCE AND AMOUNTS

- a. \$1,000,000 General Liability with "The City of Storm Lake, Iowa" added as additional insured and a waiver of subrogation from and against the City included;
- b. \$1,000,000 Combined Single Limit for Auto Liability with "The City of Storm Lake, Iowa" added as additional insured and a waiver of subrogation from and against the City included;
- c. Workers compensation \$500,000 each accident, \$500,000 each employee and \$500,000 policy limit if company is not owner-operated;
- d. \$25,000 Garage Keepers Liability with "The City of Storm Lake, Iowa" added as additional insured and a waiver of subrogation from and against the City included;
- e. \$25,000 On-Hook Liability with "The City of Storm Lake, Iowa" added as additional insured and a waiver of subrogation from and against the City included.

The Contractor shall provide City with written proof of all such insurance issued by the insurance companies providing coverage before the effective date of this Contract and upon the reasonable request of the City during the term of this contract.

INDEMNITY AND HOLD HARMLESS AGREEMENT:

The Contractor hereby agrees to defend, indemnify and hold the City, its officers, agents, and employees, harmless against:

- a. Any and all losses and liabilities for claims for personal injury, death, or property damage made against the City, its officers, agents, or employees, arising out of, or as a consequence of, any work performed under the Contract.
- b. Any and all expenses related to claims or lawsuits resulting from such claims, including but not limited to court costs and attorney(s) fees.
- c. Any and all penalties and damages incurred by the City by reason of the Contractor's failure to obtain any permit and license under, or failure to comply with, any applicable laws, ordinances or regulations.

PERSONNEL:

The Contractor shall have available sufficient qualified personnel for the operation of the required wreckers as specified. Each driver shall have a current valid driver's license appropriate for the vehicle being operated, and be valid to drive in the State of Iowa. The Contractor agrees that the owners of the company or the officers of the company, if a corporation, shall be responsible for the acts of their employees while on duty.

RESPONSE TIME:

The Contractor shall provide the City with a 24-hour per day, 7-day per week, vehicle towing service. The Contractor shall have a wrecker at the destination requested not more than twenty (20) minutes from the time that the towing firm receives a call. The Contractor shall have 24-hour per day, 7-day per week, radio or telephone communications. Answering phone services are not permitted. If service is not provided within the specified time, the City shall have the right to make other arrangements with the Secondary Tow Service.

COMPENSATION:

- a. Charges for towing shall be forwarded monthly to the Police Department for payment and such invoices shall identify the vehicle towed and the location from which the vehicle was towed. Tow fees are as follows:
 - Motorcycles/Cars/Trucks/Vans- \$100.00 per towed vehicle
 - Buses/Semi's- \$200.00 per towed vehicle
- b. The City shall be responsible for payment of towing services. Payment will occur after the City Council has approved the list of invoices at their regular City Council Meeting. City Council Meetings are held on the 1st and 3rd Monday's of each month.

NON-EXCLUSIVENESS OF SERVICES:

In the absence of law enforcement direction otherwise, the owner or person in possession of any vehicle that has been involved in an accident or whose vehicle has been incapacitated in any other manner shall be given the opportunity of contacting a wrecker or tow truck company of the owner or person's own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time can be expected. In addition, in the absence of law enforcement direction otherwise, the owner or person in possession shall be given the opportunity of having such vehicle towed to a garage or compound other than that of the Contractor.

SERVICE:

The Contractor shall furnish towing service for the removal of vehicles in connection with Police Impound Tows, Vehicle Accident Tows, Snow Removal Tows, and Crime Scene Tows. The Contractor shall have the capability of towing more than one vehicle simultaneously. The Contractor shall provide towing services during declared snow emergencies when requested by police. The Contractor shall tow each vehicle to a destination or storage area within the city limits of the City as may be directed by City police.

All such service shall be available on a 24-hour per day, 7-day per week, basis. Contractor shall meet the maximum response time requirement specified above with respect to 95% or more of the service calls in each calendar month during the term of this contract.

OTHER INTERESTS:

The Contractor shall not, in the performance of this Contract, favor any automobile or truck body shop, or paint shop businesses. The Contractor hereby represents that it has no connection, association, affiliation or financial interest in any automobile or truck body shop or paint shop business. If the Contractor acquires any financial interest in such a business after the Contract has been awarded, the Contractor shall notify the City immediately in writing. A violation of this provision during the term of the Contract shall be grounds for immediate termination of this Contract.

COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAWS:

The Contractor shall comply with all applicable local, state, and federal laws.

NON-ASSIGNABILITY:

This Contract shall not be assignable.

TERMINATION:

This Contract may be terminated for any failure of the Contractor to comply with the material requirements hereof. In such event, the Contractor shall be given written notice of the intent to terminate this Contract and the Contractor shall then have ten (10) days from the date of the notice to cure such deficiency to the complete satisfaction of the City. In the event the Contractor fails to cure such deficiency within such time, this Contract shall stand terminated.

Each of the parties hereto have executed this Contract on the date opposite the party's signature.

Tyson Rice, d/b/a Storm Lake Towing

Date

CITY OF STORM LAKE, IOWA

By: _____
Michael Porsch, Mayor

Date

ATTEST:

Mayra A. Martinez, City Clerk

Date

Staff Summary

6/18/2018

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: Tyler Gibbins, Staff Accountant

SUBJECT: **Resolution No. 93- R-2017-2018 Approving Contract the Rehabilitation of the Airport Apron & Connector Taxiway**

BACKGROUND: The existing taxiway and apron are in need of pavement maintenance to help prolong the life of the pavement. The project will consist of joint and crack sealing over the entire area. Full depth patching is proposed in the area adjacent to the fuel system. This area was originally constructed in 1968. Engineer's estimate for the project is \$135,240.

On April 16, City Council approved the low bid was from Fahrner Asphalt Sealers LLC in the amount of \$79,353.50 pending FAA Approval and awarding of the FAA Grant.

On June 11, The City of Storm Lake received notification about being awarded the FAA Grant in the amount not to exceed \$80,000 for the project.

FISCAL IMPACT: The project is funded 90% federal funds and 10% Local Option Sales Tax funds.

RECOMMENDATION: Approve Resolution No.93-R-2017-2018 approving contract with Fahrner Asphalt Sealers LLC in the amount of \$79,353.50.

ATTACHMENTS:

Description	Type
☐ Resolution No.93 -R-2017-2018	Resolution
☐ Contract	Contract
☐ Grant Award Notice	Backup Material
☐ FAA Agreement	Backup Material

RESOLUTION NO. 93-R-2017-2018

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as Rehabilitation of the Airport Apron and Connector Taxiway and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor:	Fahrner Asphalt Sealers LLC of Eau Claire, Wisconsin
Date of Contract:	June 11, 2018
Bond Surety:	Western Surety Company.
Date of Bond:	May 2, 2018
Portion of Project:	All

PASSED AND APPROVED this 18th day of June, 2018.

Michael Porch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Form of
CONTRACT AGREEMENT
Rehabilitate Apron & Connector Taxiway
AIP Project No.: 3-19-0088-13

THIS AGREEMENT, made as of May 2, 2018 is

BY AND BETWEEN

the OWNER: *The City of Storm Lake, 620 Erie Street, Storm Lake, Iowa*

And the CONTRACTOR: *Fahrner Asphalt Sealers LLC, 6615 US Hwy 12 W, Eau Claire, Wisconsin*

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at City of Storm Lake generally described as follows;

Rehabilitate Apron & Connector Taxiway

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

\$ Seventy-nine thousand three hundred fifty three dollars and fifty cent (\$79,353.50)

(Amount in Written Words)

(Amount in Numerals)

subject to the following:

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;

- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **15 Working Days** of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of \$500 per day for each Working day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR'S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

a. Certification of Eligibility (29 CFR Part 5.5)

- i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR'S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
- iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)

The federally-assisted construction CONTRACTOR, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER'S Representative

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows:

*BOLTON & MENK INC
1519 Baltimore Dr
AMES, IA*

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

Name: The City of Storm Lake
Address: 620 Erie Street
Storm Lake, IA 50588

By: _____
Signature

Title of Representative

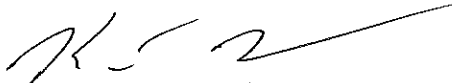
ATTEST

By: _____
Signature

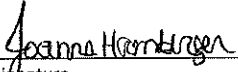
Title

CONTRACTOR

Name: Fahrner Asphalt Sealers LLC
Address: 6615 US Hwy 12 W
Eau Claire, WI 54703

By: 
Signature Kevin Kruckow
Vice President
Title of Representative

ATTEST

By: 
Signature
Contract Administrator
Title

PERFORMANCE BOND

Bond Number

PRINCIPAL (Legal Name and Business Address)

STATE OF INCORPORATION

SURETY (Legal Name and Business Address)

CONTRACT NO.

CONTRACT DATE

PENAL SUM OF BOND (Expressed in words and numerals)

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto The City of Storm Lake, 620 Erie Street, Storm Lake, Iowa as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: Rehabilitate Apron & Connector Taxiway

Project Location: Storm Lake Municipal Airport

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this

paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.

- d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.

3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20____.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

PAYMENT BOND

Bond Number

PRINCIPAL *(Legal Name and Business Address)*

STATE OF INCORPORATION

SURETY *(Legal Name and Business Address)*

CONTRACT NO.

CONTRACT DATE

PENAL SUM OF BOND *(Expressed in words and numerals)*

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto **The City of Storm Lake, 620 Erie Street, Storm Lake, Iowa** as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **Rehabilitate Apron & Connector Taxiway**

Project Location: **Storm Lake Municipal Airport**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.
5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Signature: _____

Name and Title: _____

(Affix Corporate Seal)

Corporate Name: _____

Signature: _____

Name and Title: _____

SURETY:

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

Surety Name: _____

Signature: _____

Name and Title: _____

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Payment Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)



NOTICE OF GRANT AWARD

Title:	Storm Lake Municipal: Rehabilitate Apron, Rehabilitate Taxiway
DOT Agency Disbursing Funds:	Federal Aviation Administration
Project Name/Number:	Storm Lake Municipal
Award Recipient	City of Storm Lake
City/Country/State	Storm Lake,Buena Vista, IA
Place of Performance	Storm Lake Municipal
State Congressional District	4
Entitle Amount	\$ 80,000.00
Discretionary Amount	\$ 0.00
Total Grant Amount	\$ 80,000.00
DOT Regional Office/Telephone Number	Sheila Bridges (816)329-2638

Description:

Rehabilitate Apron, Rehabilitate Taxiway

- This grant will provide federal funding for the Storm Lake Municipal Airport associated with Storm Lake, Iowa. The local point of contact is Mr. James Bartholomew, Manager. Mr. James Bartholomew may be reached at (712) 732-6494.
- This project rehabilitates 9,000 square yards of the existing apron to maintain the structural integrity of the pavement.
- This grant funds the final phase, which consists of crack repair and joint fill.
- This project rehabilitates 400 feet of the existing taxiway needed to maintain the structural integrity of the pavement.
- This grant funds the final phase, which consists of crack repair and joint fill.
- Storm Lake Municipal Airport is a general aviation airport, designated as local, as defined in the FAA's National Plan of Integrated Airport Systems (NPIAS) report.
- Following this grant announcement, FAA will notify the sponsor of the allocation. A grant offer will be issued subsequently for this grant as finally formulated.



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Original

GRANT AGREEMENT

PART I –OFFER

Date of Offer

JUN 1 1 2018

Airport/Planning Area

Storm Lake Municipal (SLB)

AIP Grant Number

3-19-0088-013-2018

DUNS Number

050950054

TO: **City of Storm Lake, IA**

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated , for a grant of Federal funds for a project at or associated with the **Storm Lake Municipal Airport**, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the **Storm Lake Municipal Airport** (herein called the "Project") consisting of the following:

Rehabilitate Connector Taxiway and Apron (Joint and Crack Seal: Phase 2 – Construction)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety (90%) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$98,148.00.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$98,148.00 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **JULY 20, 2018**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by

the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. System for Award Management (SAM) Registration And Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
20. **Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

- 22. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **July 13, 2013**, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

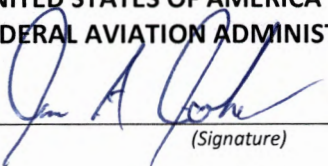
- 24. State Highway Specifications.** The Sponsor agrees that because State highway specifications will be used for airfield pavement construction instead of FAA standard specifications, it will not seek AIP grant funds for the rehabilitation or reconstruction of airfield pavement included in this grant agreement for a period

of 10 years after construction is completed unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons, per 49 USC § 47114(d)(5)(A).

25. **Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.
26. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
 - A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
 - B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and,
 - C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

City of Storm Lake

(Name of Sponsor)

By:

(Signature of Sponsor's Authorized Official)

(Typed Name of Sponsor's Authorized Official)

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Iowa. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____.

By:

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

3-19-0088-13

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City of Storm Lake, Iowa

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

42-6005255

*** c. Organizational DUNS:**

d. Address:

*** Street1:**

620 Erie Street

Street2:

*** City:**

Storm Lake

County/Parish:

*** State:**

IA: Iowa

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

50588-1850

e. Organizational Unit:

Department Name:

Storm lake Municipal Airport

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Keri

Middle Name:

*** Last Name:**

Navratil

Suffix:

Title:

City Manager

Organizational Affiliation:

*** Telephone Number:**

712-732-8000

Fax Number:

*** Email:**

navratil@stormlake.org

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Rehabilitation and maintenance of the apron and connector taxiway pavement

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

IA-004

* b. Program/Project

IA-004

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

08/01/2018

* b. End Date:

10/31/2018

18. Estimated Funding (\$):

* a. Federal

98,148.00

* b. Applicant

10,906.00

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

109,054.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Keri

Middle Name:

* Last Name:

Navratil

Suffix:

* Title:

City Manager

* Telephone Number:

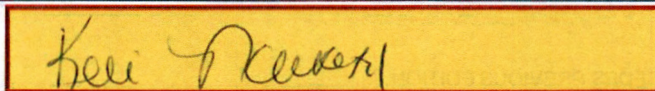
712-732-8000

Fax Number:

* Email:

navratil@stormlake.org

* Signature of Authorized Representative:



* Date Signed:

5/15/18

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☒ No ☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes ☒ No ☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
☐ The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? ☐ Yes ☐ No	
☐ The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
☐ Yes ☒ No ☐ N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
☐ Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

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

(2) 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 of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Storm Lake has recently completed a new comprehensive plan for the City which included the airport. This plan covers allowable land use around the airport.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The City of Storm Lake is not in default

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

There are not disabilities against the City of Storm Lake

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Plans as proposed in this grant are consistent with local plans to maintain the Storm Lake Municipal Airport

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes, this project was reviewed and approved by the Storm Lake Airport Commission and Storm Lake City Council.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes, this project was reviewed and approved by the Storm Lake Airport Commission and Storm Lake City Council.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

A public hearing is not required for this project

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not applicable for this project.

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

They City of Storm Lake has not granted exclusive rights.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Parcel A: Fee Title

Parcel B: Fee Title

Parcel C: Fee Title

Parcel D: Fee Title

Parcel E: Fee Title

Parcel F: Fee Title

Parcel H: Easement (Surface and Aviagation)

Current Exhibit "A" Map dated 7/13/2013

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

No additional land is required to be acquired for the Storm Lake Municipal Airport as a part of this project.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

No additional land is required to be acquired for the Storm Lake Municipal Airport as a part of this project.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Federal Domestic Assistance Catalog Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense	\$ 1,000		\$ 1,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees	11,250		11,250
5. Other Architectural engineering fees			
6. Project inspection fees	17,450		17,450
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement	79,354		79,354
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)	\$ 109,054		\$ 109,054
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)	109,054		109,054
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)	\$ 109,054		\$ 109,054
19. Federal Share requested of Line 18	98,148		98,148
20. Grantee share	10,906		10,906
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)	\$ 109,054		\$ 109,054

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	10,906
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 10,906
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 10,906

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Rehabilitate Apron & Connector Taxiway
AIRPORT: Storm Lake Municipal Airport
1. Objective: The objective of this project is to rehabilitate the pavement on Taxiway A and the Apron area. This maintenance will include panel replacement, partial depth patching and route and seal cracks. The project will also include the cleaning and sealing of the existing pavement apron and taxiway joints.
2. Benefits Anticipated: The pavement rehabilitation and maintenance associated with this project will help extend the life of the existing pavement. This project will also eliminate the chance of FOD on the apron and taxiway.
3. Approach: (See approved Scope of Work in Final Application) See Attached work order and cost breakdown
4. Geographic Location: The Storm Lake Municipal Airport is located in Township 90N, Range 37W in Section 20. It is located 3.6 miles SW of the City of Storm Lake, IA.
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number) Keri Navratil 620 Erie Street, Storm Lake, IA 50588 712-732-8000

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Storm Lake, Iowa

Airport: Storm Lake Municipal Airport

Project Number: 3-19-0088-013

Description of Work: Rehabilitation and maintenance of the apron and connector taxiway pavement

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Storm Lake Municipal Airport

Address: 850 630th Street, Storm Lake, Iowa

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of May , 2018 .

Name of Sponsor: City of Storm Lake

Name of Sponsor's Authorized Official: Keri Navratil

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: Keri Navratil

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: City of Storm Lake, Iowa

Airport: Storm Lake Municipal Airport

Project Number: 3-19-0088-013

Description of Work: Rehabilitation and maintenance of the apron and connector taxiway pavement

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

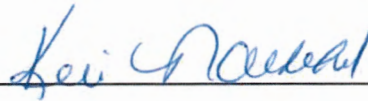
Executed on this day of May , 2018 .

Name of Sponsor: City of Storm Lake

Name of Sponsor's Authorized Official: Keri Navratil

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Storm Lake, Iowa

Airport: Storm Lake Municipal Airport

Project Number: 3-19-0088-013

Description of Work: Rehabilitation and maintenance of the apron and connector taxiway pavement

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- ☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- ☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

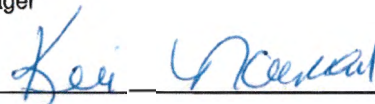
Executed on this day of May , 2018 .

Name of Sponsor: City of Storm Lake

Name of Sponsor's Authorized Official: Keri Navratil

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Storm Lake, Iowa

Airport: Storm Lake Municipal Airport

Project Number: 3-19-0088-013

Description of Work: Rehabilitation and maintenance of the apron and connector taxiway pavement

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☐ Yes ☐ No ☒ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

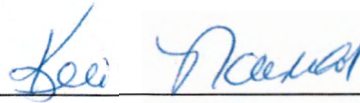
Executed on this day of May , 2018 .

Name of Sponsor: City of Storm Lake

Name of Sponsor's Authorized Official: Keri Navratil

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Storm Lake, Iowa

Airport: Storm Lake Municipal Airport

Project Number: 3-19-0088-013

Description of Work: Rehabilitation and maintenance of the apron and connector taxiway pavement

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

☒ Yes ☐ No ☐ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of May , 2018 .

Name of Sponsor: City of Storm Lake

Name of Sponsor's Authorized Official: Keri Navratil

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

Keri Navratil

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Storm Lake, Iowa

Airport: Storm Lake Municipal Airport

Project Number: 3-19-0088-013

Description of Work: Rehabilitation and maintenance of the apron and connector taxiway pavement

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

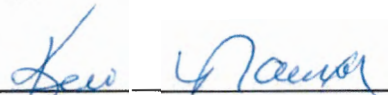
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of May , 2018 .

Name of Sponsor: City of Storm Lake

Name of Sponsor's Authorized Official: Keri Navratil

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability

Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 5) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 6) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/20/2018

View the most current versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars and

http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design

NUMBER	TITLE
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 2/20/2018

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Staff Summary

6/18/2018

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: **Resolution No. 94-R-2017-2018 Approving Change Order No. 2 for Circle Park Storm Sewer Reconstruction**

BACKGROUND: The storm sewer collapsed at Circle Park and needed to be reconstructed. The project included the removal and replacement of 300 linear feet of storm sewer pipe and two manhole structures.

FISCAL IMPACT: Change Order No. 2 includes the addition of concrete apron footing for \$1500 and deletion of 8" HDP Storm Sewer (\$315). Funding for the project will come from Storm Sewer Fund and Franchise Fees and the original contract price was \$31,235.50 and the new contract price is \$32,420.50

RECOMMENDATION: Approve Resolution No. 94-R-2017-2018

ATTACHMENTS:

Description	Type
□ Change Order	Backup Material
□ Resolution No. 94-R-2017-2018	Resolution

CHANGE ORDER FORMChange Order No. 2Date of Issuance: June 11, 2018Effective Date: June 11, 2018Owner: City of Storm Lake

Owner's Contract No.: _____

Contractor: Healy Excavating

Contractor's Project No.: _____

Engineer: Emmons & Olivier Resources, Inc.Engineer's Project No.: 01112-0015Project: Circle Park Storm Sewer ReconstructionContract Name: Same

The Contract is modified as follows upon execution of this Change Order: Addition of Concrete Apron Footing (\$1500), Deletion of 8" HDPE Storm Sewer (-\$315.00).

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:	Original Contract Times: _____
\$ <u>31,235.50</u>	Substantial Completion: _____
	Ready for Final Payment: _____
	_____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____:	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____:
\$ _____	Substantial Completion: _____
	Ready for Final Payment: _____
	_____ days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>31,235.50</u>	Substantial Completion: _____
	Ready for Final Payment: _____
	_____ days or dates
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ <u>1,185.00</u>	Substantial Completion: _____
	Ready for Final Payment: _____
	_____ days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ <u>32,420.50</u>	Substantial Completion: _____
	Ready for Final Payment: _____
	_____ days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)	
Title: <u>Project Engineer</u>	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: <u>06/11/2018</u>	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

END OF SECTION

RESOLUTION NO. 94-R-2017-2018

**RESOLUTION APPROVING CHANGE ORDER NO. TWO TO THE CIRCLE PARK
STORM SEWER RESCONSTRUCTION PROJECT**

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

Section 1. To approve Change Order No. 2 to the contract with Healy Excavating, of Lake View, Iowa for the Circle Park Storm Sewer Reconstruction. Change Order No. 2 is for the removal and replacement of 300 linear feet of storm sewer pipe and two manhole structures. Change Order No. 2 includes the addition of concrete apron footing for \$1500 and deletion of 8" HDP Storm Sewer for \$315. Total amount of change order #2 is \$1,185.00

Total of contract after Change Order No. 2 is \$32,420.50

PASSED AND APPROVED this 18th day of June, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

6/18/2018

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: **Resolution No. 95-R-2017-2018 Approving Substantial Completion for Circle Park Storm Sewer Reconstruction**

BACKGROUND: The storm sewer collapsed at Circle Park and needed to be reconstructed. The project included the removal and replacement of 300 linear feet of storm sewer pipe and two manhole structures. The work is complete.

FISCAL IMPACT: Funding for the project will come from Storm Sewer Fund and Franchise Fees and the final contract price is \$ 32,420.50.

RECOMMENDATION: Approve Resolution

ATTACHMENTS:

Description	Type
☐ Certificate of Completion	Backup Material
☐ Resolution No. 95-R-2017-2018	Resolution

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: <u>City of Storm Lake</u>	Owner's Contract No.: _____
Contractor: <u>Healy Excavating</u>	Contractor's Project No.: _____
Engineer: <u>Emmons & Olivier Resources, Inc.</u>	Engineer's Project No.: <u>01112-0015</u>
Project: <u>Circle Park Storm Sewer Reconstruction</u>	Contract Name: <u>Same</u>

This ~~[preliminary]~~ [final] Certificate of Substantial Completion applies to:

☐ All Work ☐ ~~The following specified portions of the Work:~~

November 30, 2017

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor.]*

Amendments to Owner's responsibilities: ☐ None
☐ ~~As follows:~~

Amendments to Contractor's responsibilities: ☐ None
☐ ~~As follows:~~

The following documents are attached to and made a part of this Certificate: [punch list; others]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:		RECEIVED:		RECEIVED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
(Authorized signature)		Owner (Authorized Signature)		Contractor (Authorized Signature)	
Title: <u>Project Engineer</u>	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: <u>June 11, 2018</u>	Dat: _____	Dat: _____	Dat: _____	Dat: _____	Dat: _____

***END OF SECTION**

RESOLUTION NO. 95-R-2017-2018

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

To approve the Certificate of Substantial Completion for the Circle Park Storm Sewer Reconstructuion with a substantial completion date of November 30, 2017.

PASSES AND APPROVED this 18th day of June, 2018

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

6/18/2018

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: **Resolution No. 96-R-2017-2018 To Approving Change Order No. 3 for Circle Park Rain Garden**

BACKGROUND: Paxton Trust has funded the rain garden at Circle Park. The project included rain garden excavation for rain garden construction, sediment control measures and landscape plantings.

Change Order No. 3 consists of deletion of construction entrance and removal of entrance and street sweeping.

FISCAL IMPACT: The deductions amount to \$2,775. The original contract amount was \$66,005 and the new contract amount is \$63,230.

RECOMMENDATION: Approve Resolution No. 96-R-2017-2018

ATTACHMENTS:

Description	Type
Change Order	Backup Material
Resolution No. 96-R-2017-2018	Resolution

CHANGE ORDER FORMChange Order No. 3Date of Issuance: June 11, 2018Effective Date: June 11, 2018Owner: City of Storm Lake

Owner's Contract No.: _____

Contractor: Healy Excavating

Contractor's Project No.: _____

Engineer: Emmons & Olivier Resources, Inc.Engineer's Project No.: 01112-0015Project: Circle Park Rain GardenContract Name: Same

The Contract is modified as follows upon execution of this Change Order: Deletion of Construction Entrance (-\$1750), Reduction of Street Sweeping (-\$525), Deletion of Removal of Construction Entrance (-\$500).

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:	Original Contract Times: _____
\$66,005.00	Substantial Completion: _____
	Ready for Final Payment: _____
	_____ days or dates
{Increase} {Decrease} from previously approved Change Orders No. ____ to No. ____:	{Increase} {Decrease} from previously approved Change Orders No. ____ to No. ____:
\$ _____	Substantial Completion: _____
	Ready for Final Payment: _____
	_____ days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$66,005.00	Substantial Completion: _____
	Ready for Final Payment: _____
	_____ days or dates
{Increase} {Decrease} of this Change Order:	{Increase} {Decrease} of this Change Order:
\$2,775.00	Substantial Completion: _____
	Ready for Final Payment: _____
	_____ days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$63,230.00	Substantial Completion: _____
	Ready for Final Payment: _____
	_____ days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)		Contractor (Authorized Signature)		
Title: <u>Project Engineer</u>	Title: _____		Title: _____		
Date: <u>06/11/2018</u>	Date: _____		Date: _____		

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

****END OF SECTION****

RESOLUTION NO. 96-R-2017-2018

**RESOLUTION APPROVING CHANGE ORDER NO. THREE TO THE CIRCLE PARK
RAIN GARDEN PROJECT**

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

Section 1. To approve Change Order No. 3 to the contract with Healy Excavating, of Lake View, Iowa for the Circle Rain Garden Project. Change Order No. 3 is for a deduction of \$2,775.00 for the construction entrance, removal of entrance, and the street sweeping.

Total contract cost afer Change Order # 3 is \$63,230.00

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PASSED AND APPROVED this 18th day of June, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

6/18/2018

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: **Resolution No. 97-R-2017-2018 To Approving Substantial Completion for Circle Park Rain Garden**

BACKGROUND: Paxton Trust has funded the rain garden at Circle Park. The project included rain garden excavation for rain garden construction, sediment control measures and landscape plantings. The project is now complete.

FISCAL IMPACT: Paxton Trust will fund the project. The total project contract was \$63,230.

RECOMMENDATION: Approve Resolution No. 97-R-2017-2018

ATTACHMENTS:

Description	Type
□ Resolution No. 97-R-2017-2018	Resolution

RESOLUTION NO. 97-R-2017-2018

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

To approve the Certificate of Substantial Completion for the Circle ark Rain Garden with a substantial completion date of November 30, 2017.

PASSES AND APPROVED this 18th day of June, 2018

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

6/18/2018

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: Scott Olesen, Building Official

SUBJECT: **Public Hearing for Ordinance Amending Chapter 5-8 of the Housing Code**

BACKGROUND: The ordinance revisions are below:

- Registration fees will be removed and added in the yearly fee resolution
- Only new landlords will have to attend training
- 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.

Additional updates will be made in the Administrative Policy

FISCAL IMPACT: N/A

RECOMMENDATION: Open the Public Hearing
Hear Comments
Close Hearing

ATTACHMENTS:

Description	Type
📎 Public Hearing	Backup Material
📎 Housing Code - Draft	Ordinance

NOTICE TO THE PUBLIC

Notice is hereby given to all residents of the City of Storm Lake, Iowa that the City Council will hold a hearing during its regular meeting commencing at 5:00 p.m. on June 18, 2018, at the Council Chambers in Storm Lake, Iowa, for the purpose of considering a proposal to adopt an 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. Changes are proposed to Sections 5-8-9 and 5-8-11 of said Chapter 5-8. The text of the proposed amended Sections 5-8-9 and 5-8-11 follows:

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.

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

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.

You are hereby advised of your right to be present at the Council meeting at 5:00 p.m., June 18, 2018, at the City Hall in Storm Lake, Iowa to speak in favor of or in opposition to the proposal to adopt the ordinance amending said Chapter 5-8. The first reading and formal consideration of such ordinance will follow the hearing at the June 18, 2018 City Council meeting. Copies of the proposed “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” are available for review by members of the public at the office of the City Clerk of the City of Storm Lake, City Hall, 620 Erie Street, Storm Lake, Iowa.

/S/ Mayra A. Martinez
Mayra A. Martinez, City Clerk for the City of Storm Lake

ORDINANCE NO. _____

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.

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 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, AMUNICIPAL 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 ____ day of _____, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

6/18/2018

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: Scott Olesen, Building Official

SUBJECT: **Ordinance No. 01-O-2018-2019 Amending Chapter 5-8 of the Housing Code**

BACKGROUND: The ordinance revisions are below:

- Registration fees will be removed and added in the yearly fee resolution
- Only new landlords will have to attend training
- 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.

Additional updates will be made in the Administrative Policy

FISCAL IMPACT: N/A

RECOMMENDATION: 1st Reading - June 18, 2018
2nd Reading - July 2, 2018
3rd Reading - July 16, 2018

ATTACHMENTS:

Description		Type
	Public Hearing	Backup Material
	Housing Code - Draft	Ordinance

NOTICE TO THE PUBLIC

Notice is hereby given to all residents of the City of Storm Lake, Iowa that the City Council will hold a hearing during its regular meeting commencing at 5:00 p.m. on June 18, 2018, at the Council Chambers in Storm Lake, Iowa, for the purpose of considering a proposal to adopt an 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. Changes are proposed to Sections 5-8-9 and 5-8-11 of said Chapter 5-8. The text of the proposed amended Sections 5-8-9 and 5-8-11 follows:

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.

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

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.

You are hereby advised of your right to be present at the Council meeting at 5:00 p.m., June 18, 2018, at the City Hall in Storm Lake, Iowa to speak in favor of or in opposition to the proposal to adopt the ordinance amending said Chapter 5-8. The first reading and formal consideration of such ordinance will follow the hearing at the June 18, 2018 City Council meeting. Copies of the proposed “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” are available for review by members of the public at the office of the City Clerk of the City of Storm Lake, City Hall, 620 Erie Street, Storm Lake, Iowa.

/S/ Mayra A. Martinez
Mayra A. Martinez, City Clerk for the City of Storm Lake

ORDINANCE NO. _____

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.

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 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, AMUNICIPAL 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 ____ day of _____, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

6/18/2018

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: 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

Staff Summary

6/18/2018

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: **Worksession- Amending Chapter 3-1 Garbage Storage and Collection**

BACKGROUND: The following were the proposed amendments presented to Council at the June 4, 2018 meeting. At the meeting, Council requested additional information.

The proposed amendments are below:

- 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.
-

FISCAL IMPACT:

RECOMMENDATION: Council provide direction to staff on recommendations to amended draft ordinance

ATTACHMENTS:

Description		Type
	Draft Ordinance Chapter 3-1	Ordinance

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 3-1 OF TITLE III OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TITLED AGARBAGE 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 3-1-3, 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.

b. 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.

c. 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

6/18/2018

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: Keri Navratil, City Manager

SUBJECT: **Robotics Team Presentation**

BACKGROUND: Members of the Storm Lake Robotics Team will provide an presentation to Council regarding their program.

FISCAL IMPACT: N/A

RECOMMENDATION: N/A

Staff Summary

6/18/2018

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:

SUBJECT: **City Council Requested Items**

BACKGROUND: Future City Council Work Sessions:

Unscheduled Items:

1. None at this time

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