

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS**

APRIL 16, 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. **Disclosure by City Council Members**
- B. **Consideration of Changes in Agenda and Setting the Agenda**
- 1. Hear the Public
- 2. Consent Agenda
 - A. **Approve Consent Agenda**
 - B. **Buy Local Information**
 - C. **Motion Authorizing a Noise Variance in Sunset Park**
- 3. **Buena Vista University Update**
- 4. **Motion to Authorize Alternate Funding Source for NC Phase II**
- 5. **Resolution No. 81-R-2017-2018 Approving Contract For Review Appraisal Services**
- 6. **Resolution No. 82-R-2017-2018 Approving Bids Collected for Apron & Taxiway Rehab Project**
- 7. **Motion Approving Agreement with St. Mary's Catholic School For Memorial Ballfield**
- 8. **Motion Approving Sub-Lease Agreement For Memorial Ballfields**
- 9. **Public Hearing for the Removal of Library Board Member**
- 10. **Resolution No. 83-R-2017-2018 Approving the Removal of Library Board Member**
- 11. **Motion Setting a Public Hearing Proposed Community Development Block Grant (CDBG) Application - Housing 2018**
- 12. **City Council Requested Items**
- 13. **Recess City Council Meeting Council will Reconvene at the Library to Attend a Library Reception**
- 14. Adjourn

Meeting Protocol

If you wish to speak today, please:

- 1. To speak on an agenda item please approach the podium when that agenda item is called and upon recognition by the Mayor identify yourself by stating your name and address.
- 2. If your issue is not a topic on the agenda please approach the podium under the "Hear the Public" agenda item and

upon recognition by the Mayor identify yourself by stating your name and address.

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

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

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

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



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



Follow us on Twitter

@Storm_Lake



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

Staff Summary

4/16/2018

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: Disclosure by City Council Members

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

4/16/2018

Agenda Item # B.



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

REPORT TO: Honorable Mayor and City Council

FROM:

SUBJECT: Consideration of Changes in Agenda and Setting the Agenda

BACKGROUND:

FISCAL IMPACT:

RECOMMENDATION:

Staff Summary

4/16/2018

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 April 2, 2018 City Council Minutes
- Approve Liquor License renewal for Malarky's
- Approve new owner liquor license for Puffs and Loyal Order of Moose (contingent dram shop approval)
- Approve Noise Variance in Sunset Park at the Band Shell for Iglesia Bautista Sendero De Salvacion of Storm Lake (see staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$321,363.29
- King's Pointe & Sunrise Pointe Golf Course Bills - \$262,875.29

The City will receive the following revenues:

- Liquor license - \$1,105.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ Minutes - April 2, 2018	Minutes
☐ List of Bills	List of Bills
☐ King's Pointe and Golf Course - List of Bills	List of Bills
☐ Loyal Order of Moose	Contract
☐ Puff's Application	Application
☐ Malarky's Pub Report	Backup Material
☐ Malarky's Pub Application	Application

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL,
APRIL 2, 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, City Attorney Phil Havens, Public Safety Director Mark Prosser, Fire Chief Mike Jones, Building Official Scott Olesen, Library Director Elizabeth Huff, Water Plant Superintendent Mike Davis, Wastewater Treatment Plan Superintendent Mark Streed, Finance Director Brian Oakleaf, and City Clerk Mayra Martinez

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

Hear the Public – none

Consent Agenda – Moved by Council Member Smith to approve the consent agenda that includes the list of bills, King's Pointe and Sunrise Pointe disbursements for, the March 19, 2018 City Council Minutes, renewal liquor license for Restaurante La Original and Puffs (contingent of dram shop submittal), and Cigarette license for Super Sun (630 Geneseo St). Seconded by Council Member Engelmann. Vote: All ayes. Motion carried

“If I Were a Mayor” – Moved by Council Member Rice to adopt Resolution No. 76-R-2017-2018, Resolution No. 77-R-2017-2018, and Resolution No. 78-R-2017-2018 approve recognizing Serine Phiakhamta, Aiden Phillips, and Vianney Medina-Sanchez as the City winners in the Storm Lake essay contest for their "If I Were Mayor" Essays. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

RESOLUTION NO. 76-R-2017-2018

RESOLUTION RECOGNIZING VIANNEY MEDINA-SANCHEZ FOR “IF I WERE MAYOR” ESSAY

WHEREAS, the Iowa League of Cities sponsors an “If I Were Mayor Essay Contest” each year; and

WHEREAS, the essay contest provides 7th grade English and Social Studies students the opportunity to reflect on the role of the key elected official in the City; and

WHEREAS, Vianney Medina-Sanchez was a co-winner in the City’s essay contest.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Storm Lake, Iowa recognizes Vianney Medina-Sanchez for her essay and congratulates her for this achievement.

PASSED AND APPROVED this 2th day of April, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

RESOLUTION NO. 77-R-2017-2018

RESOLUTION RECOGNIZING AIDEN PHILLIPS FOR “IF I WERE MAYOR” ESSAY

WHEREAS, the Iowa League of Cities sponsors an “If I Were Mayor Essay Contest” each year; and

WHEREAS, the essay contest provides 7th grade English and Social Studies students the opportunity to reflect on the role of the key elected official in the City; and

WHEREAS, Aiden Phillips was a co-winner in the City’s essay contest.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Storm Lake, Iowa recognizes Aiden Phillips for his essay and congratulates him for this achievement.

PASSED AND APPROVED this 2th day of April, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

RESOLUTION NO. 78-R-2017-2018

RESOLUTION RECOGNIZING SERINE PHIAKHAMTA FOR “IF I WERE MAYOR” ESSAY

WHEREAS, the Iowa League of Cities sponsors an “If I Were Mayor Essay Contest” each year; and

WHEREAS, the essay contest provides 7th grade English and Social Studies students the opportunity to reflect on the role of the key elected official in the City; and

WHEREAS, Serine Phiakhamta was a winner in the City’s essay contest.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Storm Lake, Iowa recognizes Serine Phiakhamta for her essay and congratulates her for this achievement.

PASSED AND APPROVED this 2th day of April, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Drone – Moved by Council Member Smith to authorizing acceptance of a donation of a Drone for the Public Safety Department. Seconded by Council Member Ibarra. Vote: Ayes: Council Member Engelmann, Carlson, Smith, and Ibarra; Nays: Council Member Rice. Motion carried.

BVU Inauguration – Moved by Council Member Engelmann to adopt Resolution No. 79-R-2017-2018 authorizing Street Closures, Noise Variances and Food Vending on Public Property for the Inauguration of the 18th President of Buena Vista University on Friday, May 4th and Saturday, May 5th, 2018. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

RESOLUTION NO. 79-R-2017-2018

A RESOLUTION APPROVING THE REQUESTS WITH THE INAUGURATION OF THE 18TH PRESIDENT OF BUENA VISTA UNIVERSITY

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

To approve the events scheduled for Friday, May 4, 2018 and Saturday, May 5, 2018.

To further approve Noise Variance for a block party along the 400 block of Grand Avenue on Saturday, May 5, 2018 between the hours of 10:30am and 12:00am (midnight) for outdoor, amplified entertainment

To further approve the closure of Grand Avenue from Peterson Drive north to 4th Street on Friday, May 4, 2018 between the hours of 8:00am until 6:00pm for an anticipated increase in pedestrian traffic on or about Grand Avenue

To further approve the closure of Grand Avenue from Peterson Drive north to 4th Street on Saturday, May 5, 2018 from 10:00am until 7:00pm to host and create a venue for a community block party.

To further approve for six licensed, commercial food trucks to sell their products on Grand Avenue on Saturday, May 5, 2018 within the block party venue

PASSED AND APPROVED this 2th day of April, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Council Procedures – Attorney Havens presented to Council options that can be implemented by council for City Council Agenda Procedures

Attorney Havens presented to Council options that can be implemented by council for City Council Agenda Procedures. Council requested to add an agenda item that will allow council to vote on adding agenda items for future workshops.

UCHC CDBG – Mayor Porsch opened the public hearing for United Community Health Center (UCHC) Community Development Block Grant (CDBG) application stating this was the time and place for any comment.

City Manager Navratil made the following statement:

The proposed project is the result of the Storm Lake United Community Health Center needing to construct an expansion of their existing facility to provide sufficient space for services that are offered to clients in Storm Lake and the surrounding area.

The project will be funded with a combination of CDBG funds and USDA Rural Development loan funds. It is estimated that total project costs are \$2,362,827.

The grant application will be submitted to the Iowa Economic Development Authority no later than April 20, 2018.

The City is requesting \$600,000 in CDBG funds for the proposed project.

The project will benefit patients of United Community Health Center who receive services. Based on agency records, at least 52.2% of the United Community Health Center patients are low-and-moderate income.

The project involves the expansion of the existing health center located at 715 West Milwaukee Avenue in Storm Lake, Iowa.

The proposed project will not result in the displacement or relocation of any persons or businesses.

Since this project will not result in the displacement or relocation of any persons or businesses, there are no plans being made to assist with displacement.

The nature of the proposed project involves the expansion of United Community Health Center that will house medical, dental, and behavioral health services.

Receiving no other comments the Mayor then closed the public hearing

Moved by Council Member Carlson to approve subrecipients agreement with United Community Health Center for \$600,000.00 community development block grant. Seconded by Council Member Smith. Vote: All ayes. Motion carried.

Airport Rehabilitation – Mayor Porsch opened the public hearing for plans, specifications, form of contract and engineer's estimate for the Airport Rehabilitation Apron and Connector Taxiway Project stating this was the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Moved by Council Member Ibarra to adopt Resolution No. 80-R-2017-2018 approving plans, Specifications, Form of Contract and Engineer's Estimate for Airport Rehabilitation Apron and Connector Taxiway Project. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

RESOLUTION NO. 80-R-2017-2018

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE CITY OF STORM LAKE AIRPORT REHABILITATION APRON AND CONNECTOR TAXIWAY PROJECT

WHEREAS, the plans, specifications, form of contract and estimate of cost were filed with the CITY for the construction of certain public improvements described in general as the Airport Rehabilitation Apron and Connector Taxiway Project; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for said public improvements was published as required by law:

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

Section 1. That the said plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for said public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED this 2nd day of April 2018.

Mike Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

CDBG Housing 2018 – Moved by Council Member Ibarra approve setting April 16, 2018 at 5:00 public hearing proposed Community Development Block Grant (CDBG) Application - Housing 2018. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Library Board Member – Moved by Council Member Smith to setting April 16, 2018 at 5:00 pm public hearing for the removal of Nathan Deter and Tyron Sims from the Library Board members. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

Hungry Herd Contract - Moved by Council Member Rice to approve Hungry Herd 2018 contract for an amount not to exceed \$4,470. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

King's Pointe Update – Todd Zauner and Jason Bjerk from Weigand-Omega Management presented Kings Pointe yearly update.

Recess – Moved by Council Member Rice to recess City Council Meeting at 6:42 pm and reconvene at King's Pointe Resort. Seconded by Council Member Ibarra. Vote: All ayes. Motion carried.

Reconvene - Moved by Council Member Engelmann to King's Pointe Resort at 7:00pm. The following were present. Mayor Porsch, Council Member Rice, Engelmann, Carlson, Ibarra, and Smith. The Council meet with King's Pointe management for a tour of the facility. There were no items of discussion.

Council Member Ibarra left at 7:25 pm

Adjournment – Moved by Council Member Engelmann to adjourn the meeting at 7:53 pm. Seconded by Council Member Carlson. Vote: All ayes with Council Member Ibarra absent. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

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

Checks for Approval Report

From: 04/03/18 To 04/16/18
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00551.04.2018 Aflac Pretax	488.29
AFLAC	PR Batch 00551.04.2018 Aflac After tax	37.63
City of Storm Lake	PR Batch 00551.04.2018 Dental employee/child	3.00
City of Storm Lake	PR Batch 00551.04.2018 Dental insurance employee c	24.96
City of Storm Lake	PR Batch 00551.04.2018 Dental employee/spouse	29.82
City of Storm Lake	PR Batch 00551.04.2018 Dental insurance family	90.20
City of Storm Lake	PR Batch 00551.04.2018 125 Flexible Benefits	1,101.71
City of Storm Lake	PR Batch 00551.04.2018 Flex- Child Care	38.46
City of Storm Lake	PR Batch 00551.04.2018 Health Insurance Family	2,473.80
City of Storm Lake	PR Batch 00551.04.2018 Health Insurance Single	521.01
Collection Services Center	PR Batch 00551.04.2018 Child Support Payments to I	596.76
EFTPS	PR Batch 00551.04.2018 Federal Income Tax	12,576.97
EFTPS	PR Batch 00551.04.2018 FICA Employee Portion	5,392.14
EFTPS	PR Batch 00551.04.2018 FICA Employer Portion	5,392.14
EFTPS	PR Batch 00551.04.2018 Medicare Employee Portion	1,979.89
EFTPS	PR Batch 00551.04.2018 Medicare Employer Portion	1,979.89
ICMA Retirement Trust 457	PR Batch 00551.04.2018 ICMA	1,780.00
ICMA Retirement Trust 457	PR Batch 00551.04.2018 ICMA City Paid	370.94
ICMA Retirement Trust 457	PR Batch 00551.04.2018 ICMA City paid for Police	425.34
Iowa Public Employees	PR Batch 00551.04.2018 IPERS	4,742.96
Iowa Public Employees	PR Batch 00551.04.2018 IPERS City Share	7,118.31
ITT Hartford AMS RPVA	PR Batch 00551.04.2018 457 Hartford	500.00
Muni Fire/Police Retire	PR Batch 00551.04.2018 Muni Police/Fire Pension	3,680.67
Muni Fire/Police Retire	PR Batch 00551.04.2018 Muni Police/Fire Pension Ci	10,055.26
Teamsters Local Union 554	PR Batch 00551.04.2018 Union Dues	283.50
Treasurer State Of Iowa	PR Batch 00551.04.2018 State Income Tax	6,083.80

UNAVAILABLE

Department Total = 67,767.45

Police Department

Alliant Energy	Gas Service Feb/Mar 2018	446.49
Alta Body Shop	February 2018 Towing Services	3,150.00
Bauer John M	Patrol Supervisor Training- Bauer	95.00
Color-ize Inc	Business Cards	72.70
Cullen Thomas	Towing Fee Refund	135.00
Custodian of Petty Cash	Postage	13.45
Custodian of Petty Cash	Postage	10.63
Custodian of Petty Cash	Postage	13.90
Custodian of Petty Cash	Postage	13.45
Edwards Storm Lake	Radiator Repairs	731.56
Edwards Storm Lake	Battery Replacement	48.45
Fields Marilyn	Test Proctor Services	75.00
Genesis Development	February 2018 Janitorial Services	600.00
Genesis Development	March 2018 Janitorial Services	600.00
Graham Tire	New Tires (2)	331.58
Graham Tire	Tire Repairs P-12	21.00
JNB Acquisition Corporation	Copier Maintenance Agreement	193.57
Lakeshore Cafe Inc	Services Less Tax	272.40
Long Lines Broadband	Phone Service April 2018	250.27
Lundberg Jeffery	CDL Reimbursement	32.00
Mangold Environmental Testing	Shipping Services	8.27
Med-Tech Resource Inc	Battery	130.12
Neuroth Kevin	Garbage Service March 2018	24.50
Prosser Mark	Capitol Speaker- Des Moines- Prosser	81.75
Rebnord Technologies Inc	Toner	109.95
Slight Alan	Test Proctor Services	75.00

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

Checks for Approval Report

From: 04/03/18 To 04/16/18
User: tyler.gibbins

Star Energy, LLC	Fuel February 2018	3,092.61
Storm Lake Times The	Patrol Office Advertising	83.40
Ultramax Ammunition	Ammo	2,757.20
Verizon Wireless Inc	Phone Service- March 2018	1,212.24

Police Department	Department Total =	14,681.49
--------------------------	---------------------------	-----------

Fire Department

Alliant Energy	Gas Service Feb/Mar 2018	608.34
Central Iowa Distributing, Inc	Cleaning Supplies	157.99
Feld Equipment Company, Inc Ed M	Packing	2.83
Feld Equipment Company, Inc Ed M	SCBA Repairs Services	118.75
Julius Dennis R.	Laundry Services- Less Tax	43.65
Larson Oil & Distributing Co, Inc	Diesel Fuel	29.90
Long Lines Broadband	Phone Service April 2018	40.65
Neuroth Kevin	Garbage Service March 2018	54.25
Star Energy, LLC	Fuel February 2018	54.22
Star Energy, LLC	Generator Fuel	142.90
Verizon Wireless Inc	Phone Service- March 2018	156.84

Fire Department	Department Total =	1,410.32
------------------------	---------------------------	----------

Building Official

Havens Philip E	March 2018 Legal Services	2,205.00
Long Lines Broadband	Phone Service April 2018	60.97
Verizon Wireless Inc	Phone Service- March 2018	52.28

Building Official	Department Total =	2,318.25
--------------------------	---------------------------	----------

Crime Prevention

Buena Vista Regional Medical Center	Coffee with a Cop	95.00
-------------------------------------	-------------------	-------

Crime Prevention	Department Total =	95.00
-------------------------	---------------------------	-------

Roadway Maintenance

Alliant Energy	Gas Service Feb/Mar 2018	2,993.40
Arnold Motor Supply, LLP	Sealed Beam #135	11.59
Arnold Motor Supply, LLP	Supplies	31.60
Barco Municipal Products Inc	LED Red Lights	111.15
Cintas First Aid & Safety	First Aid Supplies	67.31
City of Storm Lake	Rear Leaf Spring #12	1,063.12
CNH Industrial America LLC	Chainsaw Bar & Chain	125.46
Fastenal Company	Supplies	5.70
Graffix, Inc	Uniforms	488.95
Iowa Dept of Transportation	Supplies	168.20
JNB Acquisition Corporation	Copier Maintenance Agreement	21.72
Kruger Trevor	Clear Safety Glass	146.58
Long Lines Broadband	Phone Service April 2018	56.41
MidAmerican Energy Company	Xmas Lights Services through 3/26/2018	4.00
Neuroth Kevin	Garbage Service March 2018	127.00
Reding Gravel & Excavating Co., Inc	Rock	771.40
Reinert Michael P	Supplies	85.50
Schaeffer's Manufacturing Company	Oil	1,431.56
Star Energy, LLC	Fuel February 2018	3,589.37
Storm Lake Ace Hardware Inc	Supplies	3.60

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

Checks for Approval Report

From: 04/03/18 To 04/16/18
User: tyler.gibbins

Verizon Wireless Inc	Phone Service- March 2018	104.56
Roadway Maintenance		Department Total = 11,408.18
Snow Removal		
Arnold Motor Supply, LLP	Clearance Lights	7.98
Arnold Motor Supply, LLP	Supplies	14.50
Arnold Motor Supply, LLP	Repair Kit for Volvo	3.36
Trans Iowa Equipment LLC	Harness	139.12
Snow Removal		Department Total = 164.96
Airport		
Bolton & Menk, Inc	Design & Grant Admin Services through 3/30/2018	1,975.00
Central Iowa Distributing, Inc	Cleaning Supplies	310.10
Century Link	Phone Service	156.92
Havens Philip E	March 2018 Legal Services	303.00
Storm Lake Ace Hardware Inc	Keys	7.56
Storm Lake Times The	March 2018 Publications	5.80
Airport		Department Total = 2,758.38
Library		
Alliant Energy	Gas Service Feb/Mar 2018	1,032.12
Barnes & Noble Booksellers, Inc	Books	39.18
Brodart Co	Books	33.08
Brodart Co	Books	76.39
Brodart Co	Books	282.04
Central Iowa Distributing, Inc	Cleaning Supplies	69.70
Custodian of Petty Cash Kim Mehlenbacher	March 2018 Postage	267.59
Freese Ruth	March 2018 Homebound Deliveries	13.08
Genesis Development	March 2018 Janitorial Services	600.00
Genesis Development	February 2018 Janitorial Services	600.00
Ingram Library Services, Inc	Books	19.39
Ingram Library Services, Inc	Books	15.72
Ingram Library Services, Inc	Books	21.19
Ingram Library Services, Inc	Books	22.37
Ingram Library Services, Inc	Books	16.49
Ingram Library Services, Inc	Books	19.57
Ingram Library Services, Inc	Books	17.57
Ingram Library Services, Inc	Books	21.79
Ingram Library Services, Inc	Books	22.36
Ingram Library Services, Inc	Books	13.36
Ingram Library Services, Inc	Books	25.55
Ingram Library Services, Inc	Books	21.22
Ingram Library Services, Inc	Books	17.15
Ingram Library Services, Inc	Books	18.28
Ingram Library Services, Inc	Books	13.68
Ingram Library Services, Inc	Books	11.48
Ingram Library Services, Inc	Books	12.07
Iowa Office Supply Inc	Paper & Envelopes	95.22
JNB Acquisition Corporation	Copier Maintenance Agreement	43.85
Kampbell Aimee	Reading Workshop- Pocohontas- Kampbell	37.06
Long Lines Broadband	Phone Service April 2018	108.01
Midwest Tape LLC	DVDs	23.98
Midwest Tape LLC	DVDs	277.88

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

Checks for Approval Report

From: 04/03/18 To 04/16/18
User: tyler.gibbins

Neuroth Kevin	Garbage Service March 2018	38.25
Recorded Books LLC	CDs	35.99
Recorded Books LLC	CDs	40.50
Seiler Plumbing & Heating Inc	Restroom Service Call	110.00

Library	Department Total =	4,133.16
----------------	---------------------------	----------

Parks Department

Alliant Energy	Gas Service Feb/Mar 2018	190.96
Arnold Motor Supply, LLP	Heat for Toro Mower	99.48
Arnold Motor Supply, LLP	Brake Rotor & Pads #136	302.14
Arnold Motor Supply, LLP	Supplies	6.09
Builders FirstSource, Inc	Supplies	23.00
CNH Industrial America LLC	Carburetor, Spark Plug, & Supplies	160.41
CNH Industrial America LLC	Mower Supplies	622.32
Havens Philip E	March 2018 Legal Services	805.00
Inquirehire	Background Checks	68.50
Long Lines Broadband	Phone Service April 2018	36.00
Neuroth Kevin	Garbage Service March 2018	113.50
Plumbing & Heating Wholesale, Inc	Cap	18.32
Reinert Michael P	Supplies	132.70
Reinert Michael P	Supplies & Labor	126.45
Reinert Michael P	Supplies & Labor	145.05
Reinert Michael P	Labor on Snowblades	1,089.04
Star Energy, LLC	Fuel February 2018	504.27
Storm Lake Ace Hardware Inc	Supplies	1.30
Storm Lake Ace Hardware Inc	Supplies	0.99
Verizon Wireless Inc	Phone Service- March 2018	156.84

Parks Department	Department Total =	4,602.36
-------------------------	---------------------------	----------

Golf Course

Inquirehire	Background Checks	137.00
Iowa Office Supply Inc	Ribbon	30.00
Zimco Supply Co	Tree Console Kit	544.00

Golf Course	Department Total =	711.00
--------------------	---------------------------	--------

Campgrounds

Arnold Motor Supply, LLP	Oil	5.66
Long Lines Broadband	Phone Service April 2018	102.00
Schuelke Powersports	Gear Case & Supplies- Less Tax	27.98
Storm Lake Ace Hardware Inc	Duct Ceaning Kit & Supplies	34.97

Campgrounds	Department Total =	170.61
--------------------	---------------------------	--------

UNAVAILABLE

MidAmerican Energy Company	Nov to Mar 2018 Electric Services- Fuel Pump	260.15
MidAmerican Energy Company	Nov to Mar 2018 Electric Services- Marina	333.19

UNAVAILABLE	Department Total =	593.34
--------------------	---------------------------	--------

Community Ed

Community Education Dept	3rd Quarter FY2018 Community Ed Agreement	21,661.74
--------------------------	---	-----------

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

Checks for Approval Report

From: 04/03/18 To 04/16/18
User: tyler.gibbins

Community Ed

Department Total = 21,661.74

Shelter House

Alliant Energy	Gas Service Feb/Mar 2018	222.54
Storm Lake Ace Hardware Inc	Stove Kit & Supplies	28.96

Shelter House

Department Total = 251.50

UNAVAILABLE

Central Bank	Domain Name Renewal	30.34
Neuroth Kevin	Garbage Service March 2018	93.00
Stille Pierce & Pertzborn	KP Liability Insurance	101,020.20
Storm Lake Times The	March 2018 Publications	24.80
Storm Lake Times The	March 2018 Publications	24.40
Storm Lake Times The	March 2018 Publications	3.20

UNAVAILABLE

Department Total = 101,195.94

Library Memorial

Brodart Co	Books	9.34
Brodart Co	Books	21.85
Brodart Co	Books	28.18

Library Memorial

Department Total = 59.37

Economic Develop

Long Lines Broadband	Phone Service April 2018	20.32
----------------------	--------------------------	-------

Economic Develop

Department Total = 20.32

SLADC

Storm Lake United	Pay Request #5 FY2018	7,000.00
-------------------	-----------------------	----------

SLADC

Department Total = 7,000.00

Storm Lake Sub-Division #5

Bolton & Menk, Inc	3rd Addition Construction Services through 3/30/2018	325.00
Havens Philip E	March 2018 Legal Services	48.90

Storm Lake Sub-Division #5

Department Total = 373.90

Housing Program

Storm Lake Times The	March 2018 Publications	5.20
----------------------	-------------------------	------

Housing Program

Department Total = 5.20

Legal Services

Havens Philip E	March 2018 Legal Services	70.00
-----------------	---------------------------	-------

Legal Services

Department Total = 70.00

City Hall Building

Alliant Energy	Gas Service Feb/Mar 2018	378.44
Genesis Development	February 2018 Janitorial Services	200.00
Genesis Development	March 2018 Janitorial Services	200.00
Julius Dennis R.	Entrance Mat Services	59.30
Long Lines Broadband	Phone Service April 2018	73.22
Neuroth Kevin	Garbage Service March 2018	28.50
Rebnord Technologies Inc	UPS Batteries for City Hall	99.95
Schumacher Elevator Company	Elevator Maintenance Services	202.86
Steve's Window Svc	Window Cleaning Services	37.00
Storm Lake Ace Hardware Inc	Battery	8.59
Verizon Wireless Inc	Phone Service- March 2018	52.28

City Hall Building **Department Total =** 1,340.14

Tort Liability

Stille Pierce & Pertzborn	Special Events Insurance	2,388.65
Stille Pierce & Pertzborn	Adding 2000 Goldwing	33.00

Tort Liability **Department Total =** 2,421.65

Other Policy & Administration

Central Bank	Municipal Leadership Academy Hotel- Navratil	71.93
Central Bank	Office Supplies	41.07
Central Bank	Municipal Leadership Academy Hotel- Derragon	71.93
Central Bank	Des Moines Register Subscription	2.42
Central Bank	Meet the Mayor Meeting Supplies	9.63
Central Bank	Municipal Leadership Academy Registration- Derrago	50.00
Custodian of Petty Cash	Postage	9.70
Custodian of Petty Cash	Postage	3.29
JNB Acquisition Corporation	Copier Maintenance Agreement	21.71
Navratil Keri	North Racoon Watershed Meeting- Lake City- Navrati	52.32
Navratil Keri	NW IA Plan & Dev Meeting- Spencer- Navratil	35.97
Pitney Bowes Inc.	Machine Lease	83.33
Qualified Presort Service, LLC	News Letters	204.53
Qualified Presort Service, LLC	Newsletters	204.53
Storm Lake Times The	March 2018 Publications	48.65
Storm Lake Times The	March 2018 Publications	41.70
Storm Lake Times The	March 2018 Publications	31.60
Storm Lake Times The	March 2018 Publications	44.40
Storm Lake Times The	March 2018 Publications	46.80
Storm Lake Times The	March 2018 Publications	37.20
Storm Lake Times The	March 2018 Publications	30.80
Storm Lake Times The	March 2018 Publications	84.40

Other Policy & Administration **Department Total =** 1,227.91

Water Administration

Accela, Inc #774375	Online Payments	165.75
Central Bank	Municipal Leadership Academy Hotel- Navratil	71.93
Central Bank	Municipal Leadership Academy Registration- Derragon	50.00
Central Bank	Municipal Leadership Academy Hotel- Derragon	71.94
Custodian of Petty Cash	Postage	3.28
Genesis Development	February 2018 Janitorial Services	200.00

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

Checks for Approval Report

From: 04/03/18 To 04/16/18
User: tyler.gibbins

Genesis Development	March 2018 Janitorial Services	200.00
JNB Acquisition Corporation	Copier Maintenance Agreement	21.72
Long Lines Broadband	Phone Service April 2018	68.69
Pitney Bowes Inc.	Machine Lease	83.33
Qualified Presort Service, LLC	Monthly Statements	387.26
Qualified Presort Service, LLC	ACH Statements	94.54
Qualified Presort Service, LLC	ACH Statements	93.20
Qualified Presort Service, LLC	Monthly Statements	388.57
Storm Lake Times The	March 2018 Publications	41.70
Tyler Technologies, Inc	EnerGov Services & Finacial Management Services	325.00
Tyler Technologies, Inc	Finacial Management Services	125.00
Verizon Wireless Inc	Phone Service- March 2018	52.28

Water Administration

Department Total = 2,444.19

Water Plant

Alliant Energy	Gas Service Feb/Mar 2018	973.58
Builders FirstSource, Inc	Supplies	43.00
Control System Specialists, LLC	Backflow Preventors Service	760.00
Fastenal Company	Supplies	320.58
Foundation Analytical Laboratory Inc	Testing Services	277.00
Foundation Analytical Laboratory Inc	Testing Services	220.00
Foundation Analytical Laboratory Inc	Testing Services	120.00
Hach Chemical Company	Supplies	215.40
Hach Chemical Company	Supplies	80.55
Hach Chemical Company	Supplies	116.10
JNB Acquisition Corporation	Copier Maintenance Agreement	31.32
Long Lines Broadband	Phone Service April 2018	164.08
Mississippi Lime Company	Lime	4,735.21
Mississippi Lime Company	Lime	4,699.99
Neuroth Kevin	Garbage Service March 2018	82.75
Neuroth Kevin	Special Pickup	25.00
Northern Safety Co, Inc	First Aid Supplies	34.87
Star Energy, LLC	Fuel February 2018	198.51
Storm Lake Ace Hardware Inc	Supplies	6.98
Storm Lake Ace Hardware Inc	Supplies	48.48
Storm Lake Ace Hardware Inc	Drill Bit Sharpener	139.99
Storm Lake Ace Hardware Inc	Muck Boots	124.99
Verizon Wireless Inc	Phone Service- March 2018	261.40
Vessco Inc	Pumphead	236.77

Water Plant

Department Total = 13,916.55

Water Distribution

Alliant Energy	Gas Service Feb/Mar 2018	614.65
Chicago Central & Pacific	Water Line Easement 2018	100.00
Long Lines Broadband	Phone Service April 2018	69.58
Reinert Michael P	Backhoe Repairs	75.00
Star Energy, LLC	Fuel February 2018	281.32
Storm Lake Ace Hardware Inc	Filters	20.28
Verizon Wireless Inc	Phone Service- March 2018	196.91

Water Distribution

Department Total = 1,357.74

Water Meters

Star Energy, LLC	Fuel February 2018	79.59
------------------	--------------------	-------

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

Checks for Approval Report

From: 04/03/18 To 04/16/18
User: tyler.gibbins

Verizon Wireless Inc	Phone Service- March 2018	92.31
----------------------	---------------------------	-------

Water Meters	Department Total =	171.90
---------------------	---------------------------	--------

Wastewater Administration

Accela, Inc #774375	Online Payments	165.75
Central Bank	Municipal Leadership Academy Hotel- Derragon	71.93
Central Bank	Municipal Leadership Academy Hotel- Navratil	71.94
Central Bank	Municipal Leadership Academy Registration- Derrago	50.00
Custodian of Petty Cash	Postage	3.28
Genesis Development	February 2018 Janitorial Services	200.00
Genesis Development	March 2018 Janitorial Services	200.00
JNB Acquisition Corporation	Copier Maintenance Agreement	21.72
Long Lines Broadband	Phone Service April 2018	72.86
Pitney Bowes Inc.	Machine Lease	83.33
Qualified Presort Service, LLC	ACH Statements	94.54
Qualified Presort Service, LLC	Monthly Statements	387.26
Qualified Presort Service, LLC	ACH Statements	93.20
Qualified Presort Service, LLC	Monthly Statements	388.56
Storm Lake Times The	March 2018 Publications	41.70
Tyler Technologies, Inc	Finacial Management Services	125.00
Tyler Technologies, Inc	EnerGov Services & Finacial Management Services	325.00
Verizon Wireless Inc	Phone Service- March 2018	52.28

Wastewater Administration	Department Total =	2,448.35
----------------------------------	---------------------------	----------

Wastewater Treatment Plant

Alliant Energy	Gas Service Feb/Mar 2018	687.63
Arnold Motor Supply, LLP	Washer Fluid & Funnel	21.93
Bolton & Menk, Inc	Odor Control @ Casino Lift Station through 3/9/2018	12,035.00
Central Iowa Distributing, Inc	Cleaning Supplies	216.00
Central Iowa Distributing, Inc	Cleaning Supplies for LS Grease	1,350.00
Cintas First Aid & Safety	First Aid Supplies	102.78
Control System Specialists, LLC	Exhaust Fan Services	278.42
Edwards Storm Lake	Serviced & Wheel Alignment	147.45
Fareway Store #461	Distilled Water for Testing	145.04
Grainger Inc W.W.	Plugs	52.04
Grainger Inc W.W.	Pump	35.66
JNB Acquisition Corporation	Copier Maintenance Agreement	38.07
Larson Oil & Distributing Co, Inc	Propane for Shop	2,580.00
Mike's Electronics Inc	Service Call- Radio Park LS	70.00
Mike's Electronics Inc	Service Call- Press Building	130.00
NCL of Wisconsin Inc	Testing Supplies	47.84
Neuroth Kevin	Garbage Service March 2018	67.00
Recycle Center Harold Rowley	Recycling	34.32
Recycle Center Harold Rowley	Recycling	27.56
Rehab Systems Inc.	Water Plant & Radio Park LS Vacing	550.00
Star Energy, LLC	Fuel February 2018	562.85
Storm Lake Ace Hardware Inc	Welding Rake & Grease	30.35
Storm Lake Ace Hardware Inc	Drive Bit Set	26.99
Storm Lake Ace Hardware Inc	Grage Door Remote (3)	119.97
Storm Lake Ace Hardware Inc	Battery Charger & Supplies	142.92
US Peroxide, LLC	Facility & Maintenance Agreement	750.00
Verizon Wireless Inc	Phone Service- March 2018	313.68

Wastewater Treatment Plant	Department Total =	20,563.50
-----------------------------------	---------------------------	-----------

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

Checks for Approval Report

From: 04/03/18 To 04/16/18
User: tyler.gibbins

Wastewater Collection

Star Energy, LLC	Fuel February 2018	144.93
------------------	--------------------	--------

Wastewater Collection

Department Total =	144.93
---------------------------	--------

Landfill

Accela, Inc #774375	Online Payments	165.75
JNB Acquisition Corporation	Copier Maintenance Agreement	21.72
Qualified Presort Service, LLC	ACH Statements	93.21
Qualified Presort Service, LLC	Monthly Statements	388.56
Qualified Presort Service, LLC	Monthly Statements	387.26
Qualified Presort Service, LLC	ACH Statements	94.54
Tyler Technologies, Inc	EnerGov Services & Finacial Management Services	81.25
Tyler Technologies, Inc	Finacial Management Services	31.25

Landfill

Department Total =	1,263.54
---------------------------	----------

Storm Water Administration

Accela, Inc #774375	Online Payments	165.75
Genesis Development	March 2018 Janitorial Services	200.00
Genesis Development	February 2018 Janitorial Services	200.00
JNB Acquisition Corporation	Copier Maintenance Agreement	21.72
Qualified Presort Service, LLC	ACH Statements	94.54
Qualified Presort Service, LLC	Monthly Statements	387.26
Qualified Presort Service, LLC	Monthly Statements	388.56
Qualified Presort Service, LLC	ACH Statements	93.21
Tyler Technologies, Inc	Finacial Management Services	31.25
Tyler Technologies, Inc	EnerGov Services & Finacial Management Services	81.25

Storm Water Administration

Department Total =	1,663.54
---------------------------	----------

Storm Water Collection

Bolton & Menk, Inc	Construction Services through 3/30/2018	845.00
I&S Group, Inc.	Final Design Services through 3/31/2018	2,325.76

Storm Water Collection

Department Total =	3,170.76
---------------------------	----------

Insurance

Auxiant - Claims Account	4/2/2018 Claims	4,204.53
Auxiant - Claims Account	4/9/2018 Claims	12,625.45
Auxiant - Flex Account	3/29/2018 Flex	242.92
Auxiant - Flex Account	4/4/2018 Flex CLaims	29.94

Insurance

Department Total =	17,102.84
---------------------------	-----------

Vehicle Maintenance

Arnold Motor Supply, LLP	Fittings & Connector	12.39
Arnold Motor Supply, LLP	Supplies	95.36
Arnold Motor Supply, LLP	Mirror	11.99
Arnold Motor Supply, LLP	Switch	4.59
Arnold Motor Supply, LLP	Supplies	12.98
Arnold Motor Supply, LLP	Supplies	6.74
Arnold Motor Supply, LLP	Amp	19.16

City of Storm Lake		Checks for Approval Report	From: 04/03/18	To 04/16/18
620 Erie Street PO Box 1086			User: tyler.gibbins	
Storm Lake IA, 505881086				
Fastenal Company	Supplies			49.92
Inland Truck Parts Co	Rear Springs & Supplies			1,776.11
Inland Truck Parts Co	Steering/Suspension for #5			988.46
Storm Lake Hydraulics Co Inc	Supplies			3.30
Vehicle Maintenance			Department Total =	2,981.00
Technology				
Bolton & Menk, Inc	GIS Integration & Services			2,814.00
Long Lines Broadband	Internet Service April 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 =	7,692.28
			Grand Total =	321,363.29

Operating
City of Storm Lake
Check Register
From 3/29/2018 to 4/12/2018

Vendor	Description	Amount
Weigand-Omega Management Fee	Contract	9,385.96
Weigand-Omega Management Inc	Contract	5,591.20
360 Custom Designs, LLC	Services	733.00
Ameripride Services, Inc.	Services	2,240.45
Assa Abloy Hospitality Inc.	Supplies	700.03
Bomgaars Supply Inc.	Supplies	471.99
Buena Vista County Treasurer - Sherie Elbert	Taxes	1,588.40
Buena Vista Regional Medical Center	Services	552.00
Buena Vista University	Services	500.00
Cintas Corporation No. 2	Supplies	463.72
Clears Inc.	Services	265.00
Color-ize	Supplies	718.74
Daniels Filter Service	Supplies	541.80
Fischer Enterprises, LLC dba Dippin' Dots, LLC	Food	1,522.64
ECOLAB	Supplies	358.82
Garbage Hauling Service, Inc.	Utilities	447.88
Grainger	Supplies	229.95
GuestSupply	Supplies	5,087.25
HOGG ROBINSON USA LLC	Services	9.90
HyVee	Food	118.03
Icee Company	Beverages	112.89
Iowa Sportsman	Advertising	300.00
Long Lines LLC	Utilities	2,738.80
Loomis Bros. Equipment Co.	Equipment	34,732.72
Mediacom	Utilities	519.90
MidAmerican Energy	Utilities	10,522.38
Office Elements	Supplies	677.98
Oracle America, Inc.	Services	226.60
Orkin, 536-Sioux City, IA	Services	302.29
Pasquales Food Service Inc.	Food	360.00
Bottling Group, LLC dba Pepsi Beverages Company	Beverages	934.52
Pitney Bowes Global Financial Services Inc.	Services	114.22
Plumbing and Heating Wholesale, Inc.	Supplies	597.74
Power Solutions Inc.	Services	1,274.03
Quore Systems, LLC	Services	285.00
Rebnord Technologies, Inc.	Services	444.75
Rent-All Inc.	Services	100.00
ServiceMaster by Rice	Services	724.14
Shoes for Crews, LLC	Uniforms	150.72
Star Leasing LLC	Services	230.13
Steven A. Beeck dba Steve's Window Service	Servcies	80.25
Storm Lake Ace Hardware	Supplies	390.10
Sysco Iowa, Inc.	Food	18,533.04
Travel and Transport, Inc.	Services	175.00
UPS	Services	91.04
USFI	Services	451.87

Verizon Wireless	Utilities	354.12
Weigand Omega Management Payroll	Payroll	86,685.05
Weigand-Omega Management Inc	Services	2,473.06
Alan Morpew	Refund	400.00
Alliant Energy	Utilities	557.67
Alpha Wireless Communications Co.	Services	189.00
Ameripride Services, Inc.	Services	1,471.56
Bomgaars Supply Inc.	Supplies	3.49
Booking.com B.V.	Services	873.50
CenterPoint Energy Services, Inc	Utilities	17,473.74
Clears Inc.	Supplies	691.00
Color-ize	Supplies	1,776.76
Convergence, LLC	Services	75.00
COUNSEL	Supplies	315.50
Crescent Electric Supply Company	Supplies	38.58
Dylan Harms	Refund	400.00
ECOLAB	Supplies	3,335.56
Fastenal Company	Supplies	29.94
Genesis Development	Services	90.00
HyVee	Food	269.22
Info Dog Security, LLC	Services	1,617.00
Iowa Information Inc.	Services	779.95
Julius Cleaners	Services	76.95
KAYL/KKIA	Advertising	1,200.00
Citadel Communications Company LTD dba KCAU TV	Advertising	1,763.02
King's Pointe Resort	Reimbursemer	363.04
Long Lines LLC	Utilities	2,738.80
M3 Accounting + Analytics	Services	630.35
Modern Sound Engineering	Services	748.69
Nelson's Premix and Vet Supply	Supplies	694.00
Office Elements	Supplies	266.75
Michael P. Reinert dba Olsen Welding & Machine	Services	25.68
Orkin, 536-Sioux City, IA	Services	440.80
Pasquales Food Service Inc.	Food	855.00
Bottling Group, LLC dba Pepsi Beverages Company	Beverages	1,089.79
Pinnacle Communications	Services	125.00
Plumbing and Heating Wholesale, Inc.	Supplies	282.29
Rebnord Technologies, Inc.	Services	3,057.48
Roto-Rooter	Services	642.50
Sceptre Hospitality Resources, LLC	Services	3,264.98
Sojern, Inc.	Services	1,500.00
South Central Communications Corporation	Services	95.00
Steven A. Beeck dba Steve's Window Service	Services	214.00
Storm Lake Ace Hardware	Supplies	468.81
Sysco Iowa, Inc.	Food	14,326.62
Travel and Transport, Inc.	Serivces	75.60
UPS	Services	60.12
Vizergy	Services	1,373.45
		262,875.29

Applicant License Application (LA0001213)

Name of Applicant: <u>Storm Lake Lodge No. 790, Loyal</u>		
Name of Business (DBA): <u>Loyal Order of Moose</u>		
Address of Premises: <u>527 Erie</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>5058800</u>
Business <u>(712) 732-2036</u>		
Mailing <u>527 Erie</u>		
City <u>Storm Lake</u>	State <u>IA</u>	Zip: <u>505880000</u>

Contact Person

Name <u>Paul Archer</u>	
Phone: <u>(712) 490-4007</u>	Email <u>lodge790@mooseunits.org</u>

Classification Class A Liquor License (LA) (Private Club)

Term:12 months

Effective Date: 05/01/2018

Expiration Date:

Privileges:

Class A Liquor License (LA) (Private Club)

Status of Business

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

Ownership

Rick Reckamp

First Name: <u>Rick</u>	Last Name: <u>Reckamp</u>	
City: <u>Storm Lake</u>	State: <u>Iowa</u>	Zip: <u>50588</u>
Position: <u>Director</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>No</u>	

Paul Archer

First Name: <u>Paul</u>	Last Name: <u>Archer</u>	
City: <u>Albert City</u>	State: <u>Iowa</u>	Zip: <u>50510</u>
Position: <u>Administrator</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Endurance American Specialty Insurance Co</u>	
Policy Effective Date: <u>05/01/2017</u>	Policy Expiration <u>05/01/2018</u>

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Applicant License Application (LC0038399)

Name of Applicant: <u>Three S LLC</u>		
Name of Business (DBA): <u>Puffs</u>		
Address of Premises: <u>1205 East Lakeshore Dr</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(712) 732-9820</u>		
Mailing <u>808 PleasantView Dr</u>		
City <u>Storm Lake</u>	State <u>IA</u>	Zip: <u>50588</u>

Contact Person

Name <u>Steve Swanson</u>	
Phone: <u>(712) 299-0548</u>	Email <u>ssswan@iw.net</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 04/20/2018

Expiration Date:

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

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

Ownership

Steve Swanson

First Name: <u>Steve</u>	Last Name: <u>Swanson</u>	
City: <u>Storm Lake</u>	State: <u>Iowa</u>	Zip: <u>50588</u>
Position: <u>President</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Lance Bellinghausen

First Name: <u>Lance</u>	Last Name: <u>Bellinghausen</u>	
City: <u>Lytton</u>	State: <u>Iowa</u>	Zip: <u>50561</u>
Position: <u>Owner</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Illinois Union Insurance Company</u>		
Policy Effective Date: <u>04/20/2017</u>	Policy Expiration	<u>04/20/2018</u>

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: March 12, 2018

REFERENCE: LIQUOR LICENSE RENEWAL
MALARKY'S
147 FLINDT DR

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

	04-12-2016 to 4-26-2017	4-27-2017 to 3-9-2018
INCIDENTS		
911 Hang Up Call	0	1
Accident	1	0
Ambulance Call	0	1
Arrest	5	8
Bar Check	152	127
Business Security	124	144
Citizen Assist	1	3
City/Co Dept Assist	1	1
Criminal Mischief	0	2
Domestic	0	1
Drug Investigation	1	0
Fight	1	2
Found Property	2	1
Hit and Run	0	1
Intoxicated Driver	3	3
Intoxicated Pedestrian	11	1
Keys Locked In Car	1	0
Law Department Assist	0	1
Lost Property	0	1
Motorist Assist	1	2
Open Window/Door	0	1
Pedestrian Stop	1	1
PR/Talk/Presentation	9	5
Reckless Driver	2	1
Registration Check	1	0

Street Beat	0	1
Vehicle Stop	9	10
Wants/Warrant Check	4	2
Warrant Service	2	0

ARREST

Disorderly Conduct	2	0
Failure to Appear	1	0
Interference With Official Acts	3	0
Mittimus	1	0
OWI	2	1
Possess Alcohol Under Legal Age	4	6
Public Intoxication	13	2

Recommendation: Approval of liquor license.

Applicant License Application (LC0026468)

Name of Applicant: <u>Iordanou Inc</u>		
Name of Business (DBA): <u>Malarkys Pub</u>		
Address of Premises: <u>147 Flindt Drive</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>5058800</u>
Business <u>(712) 732-2055</u>		
Mailing <u>147 Flindt Dr</u>		
City <u>Storm Lake</u>	State <u>IA</u>	Zip: <u>50588</u>

Contact Person

Name <u>Christos</u>	
Phone: <u>(712) 299-5968</u>	Email <u>iordanou@iw.net</u>

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 05/11/2018

Expiration Date: 05/10/2019

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Status of Business

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

Ownership

Christos Iordanou

First Name: <u>Christos</u>	Last Name: <u>Iordanou</u>	
City: <u>Storm Lake</u>	State: <u>Iowa</u>	Zip: <u>505880000</u>
Position: <u>Owner</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>General Casualty</u>	
Policy Effective Date: <u>05/11/2018</u>	Policy Expiration <u>05/11/2019</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Staff Summary

4/16/2018

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:

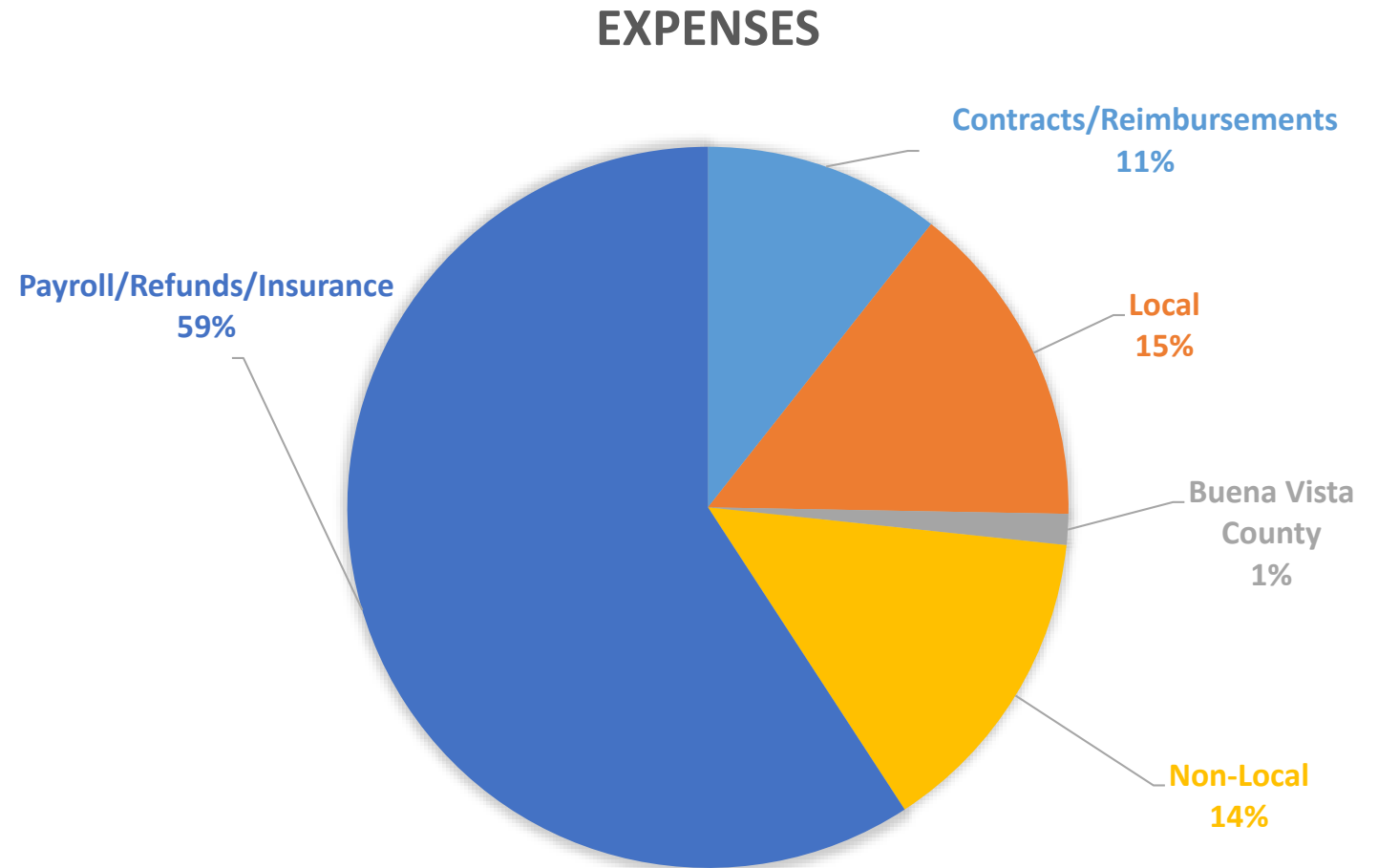
Calculated Expenses	
Payroll/Refunds/Insurance	\$190,196.01
Contracts/Agreements	\$34,132.50
Local Businesses	\$47,137.64
Buena Vista County Business	\$4,447.30
Non-Local Business	\$45,449.84
Total Expenses	\$321,363.29
Please see attachment for supporting documents	

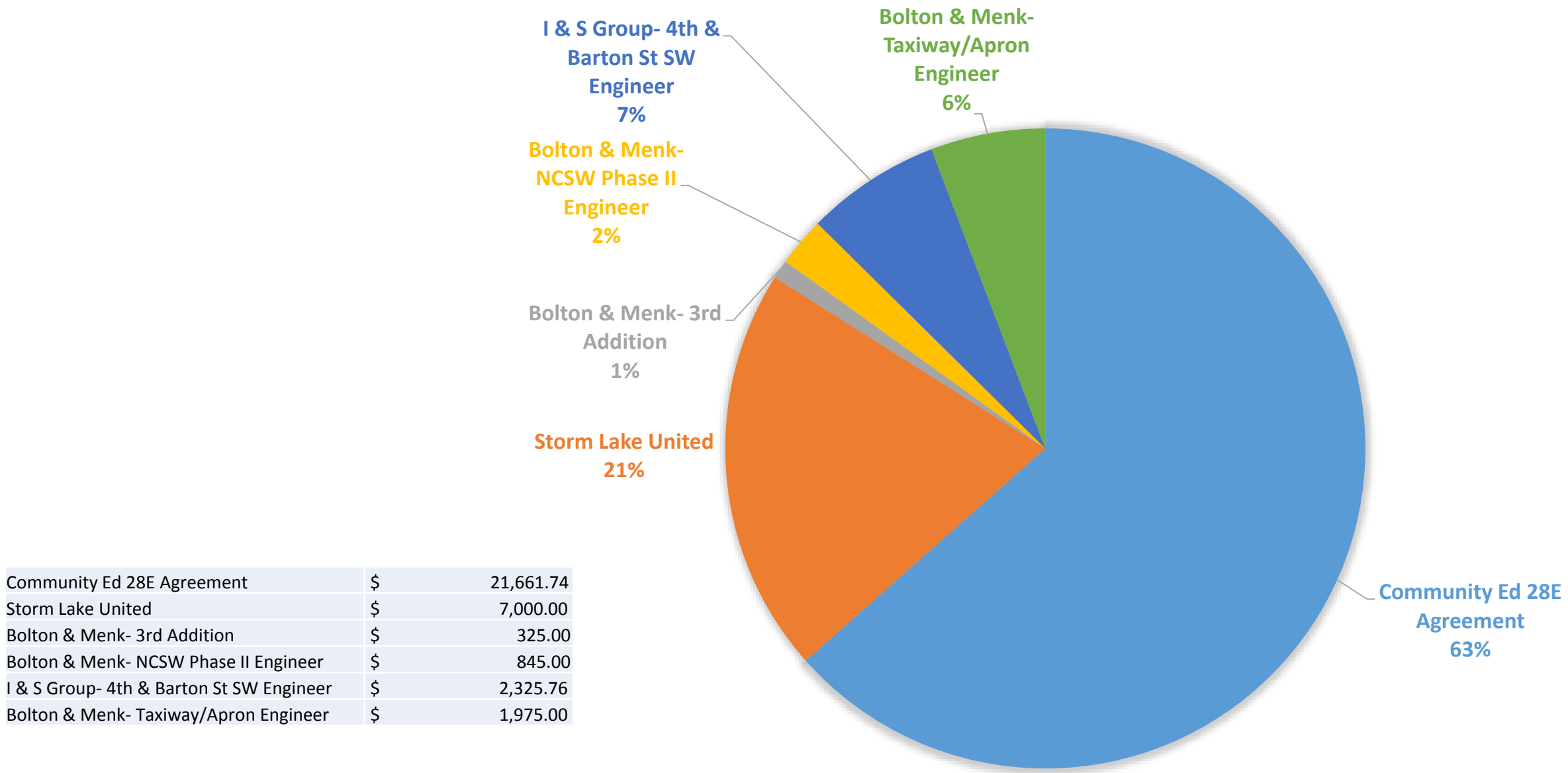
RECOMMENDATION: Review Buy Local Information

ATTACHMENTS:

Description	Type
 Supporting Documents	Backup Material

Payroll/Refunds/Insurance	\$190,196.01
Contracts/Agreements	\$ 34,132.50
Local Businesses	\$ 47,137.64
Buena Vista County Business	\$ 4,447.30
Non-Local Business	\$ 45,449.84
Total Expenses	\$321,363.29



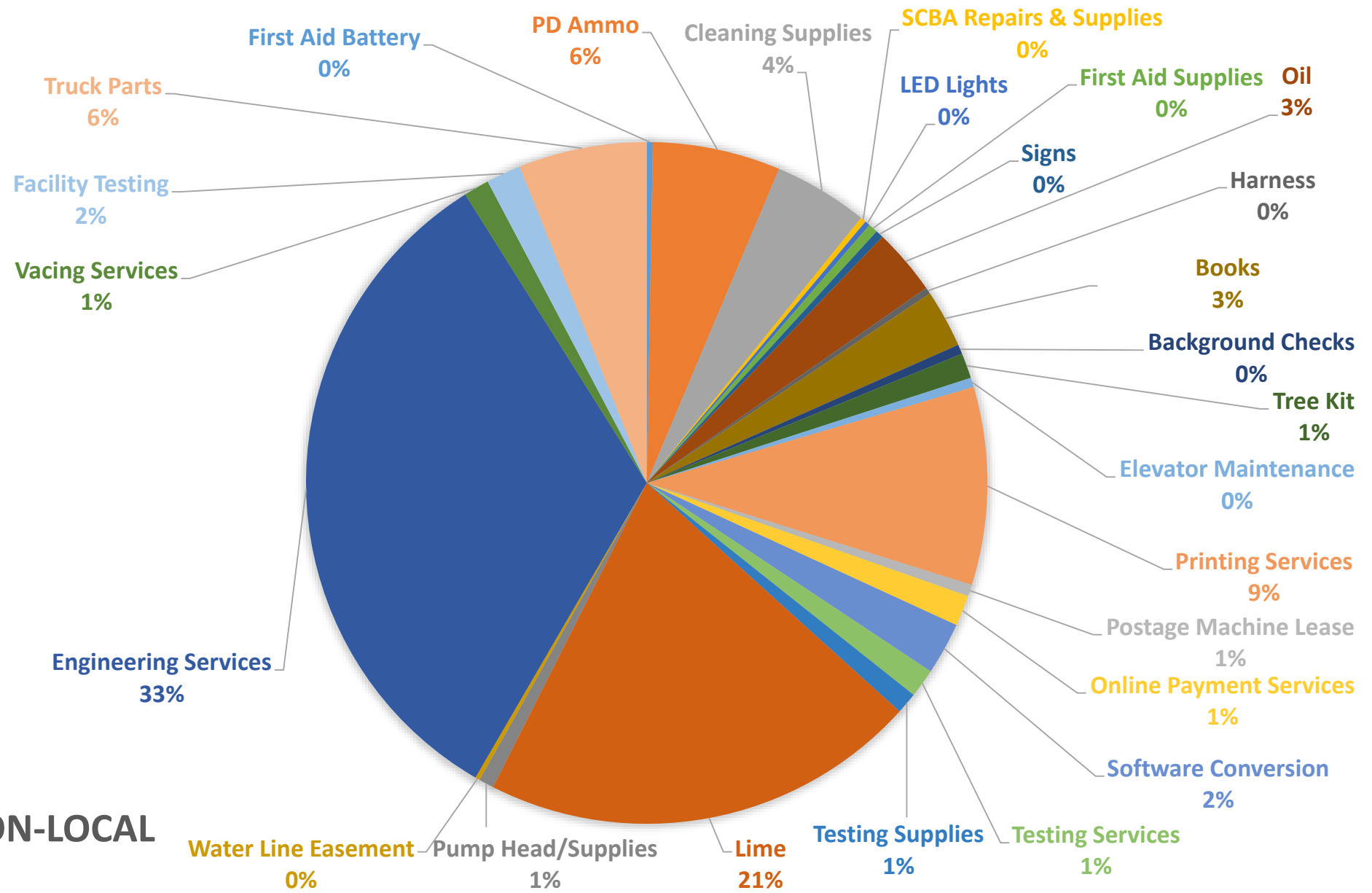


Community Ed 28E Agreement	\$	21,661.74
Storm Lake United	\$	7,000.00
Bolton & Menk- 3rd Addition	\$	325.00
Bolton & Menk- NCSW Phase II Engineer	\$	845.00
I & S Group- 4th & Barton St SW Engineer	\$	2,325.76
Bolton & Menk- Taxiway/Apron Engineer	\$	1,975.00

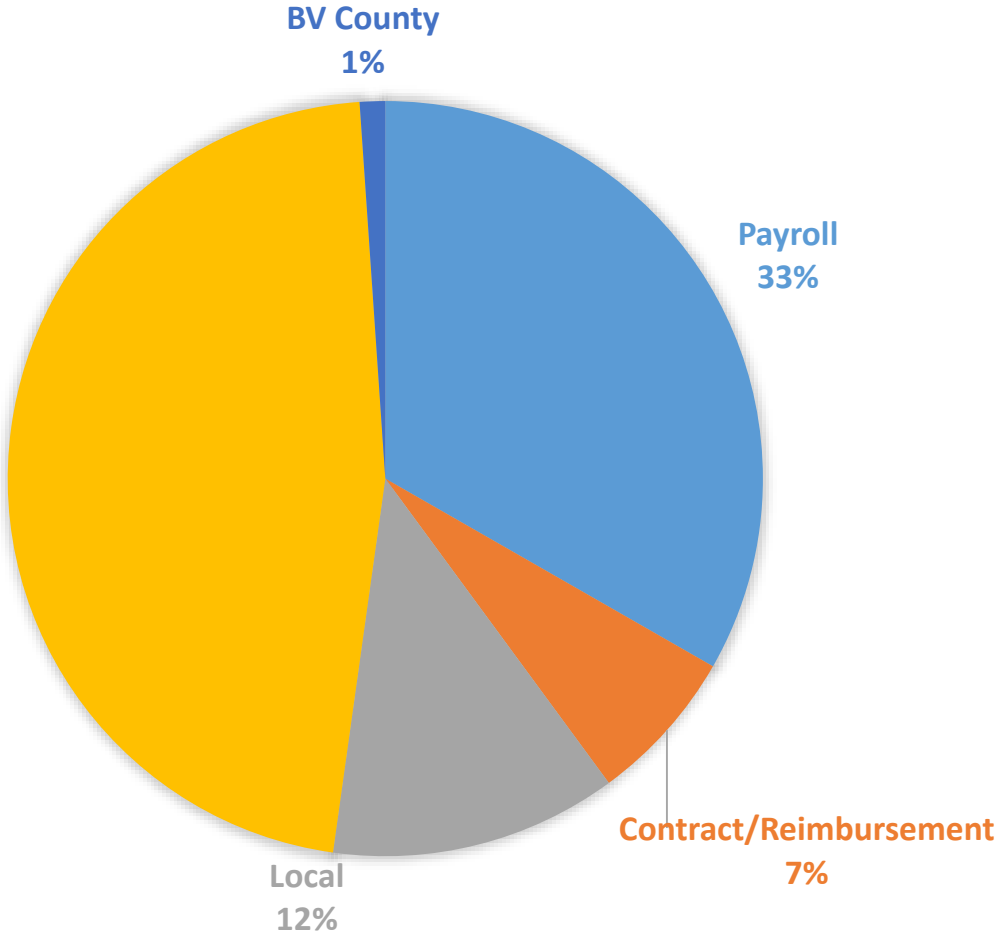
CONTRACTS/AGREEMENTS

First Aid Battery	\$	130.12
PD Ammo	\$	2,757.20
Cleaning Supplies	\$	2,034.09
SCBA Repairs & Supplies	\$	121.58
LED Lights	\$	111.15
First Aid Supplies	\$	204.96
Signs	\$	168.20
Oil	\$	1,431.56
Harness	\$	139.12
Books	\$	1,247.35
Background Checks	\$	205.50
Tree Kit	\$	544.00
Elevator Maintenance	\$	202.86
Printing Services	\$	4,264.03
Postage Machine Lease	\$	249.99
Online Payment Services	\$	663.00
Software Conversion	\$	1,125.00
Testing Services	\$	617.00
Testing Supplies	\$	459.89
Lime	\$	9,435.20
Pump Head/Supplies	\$	324.47
Water Line Easement	\$	100.00
Engineering Services	\$	14,849.00
Vacing Services	\$	550.00
Facility Testing	\$	750.00
Truck Parts	\$	2,764.57

ON-LOCAL

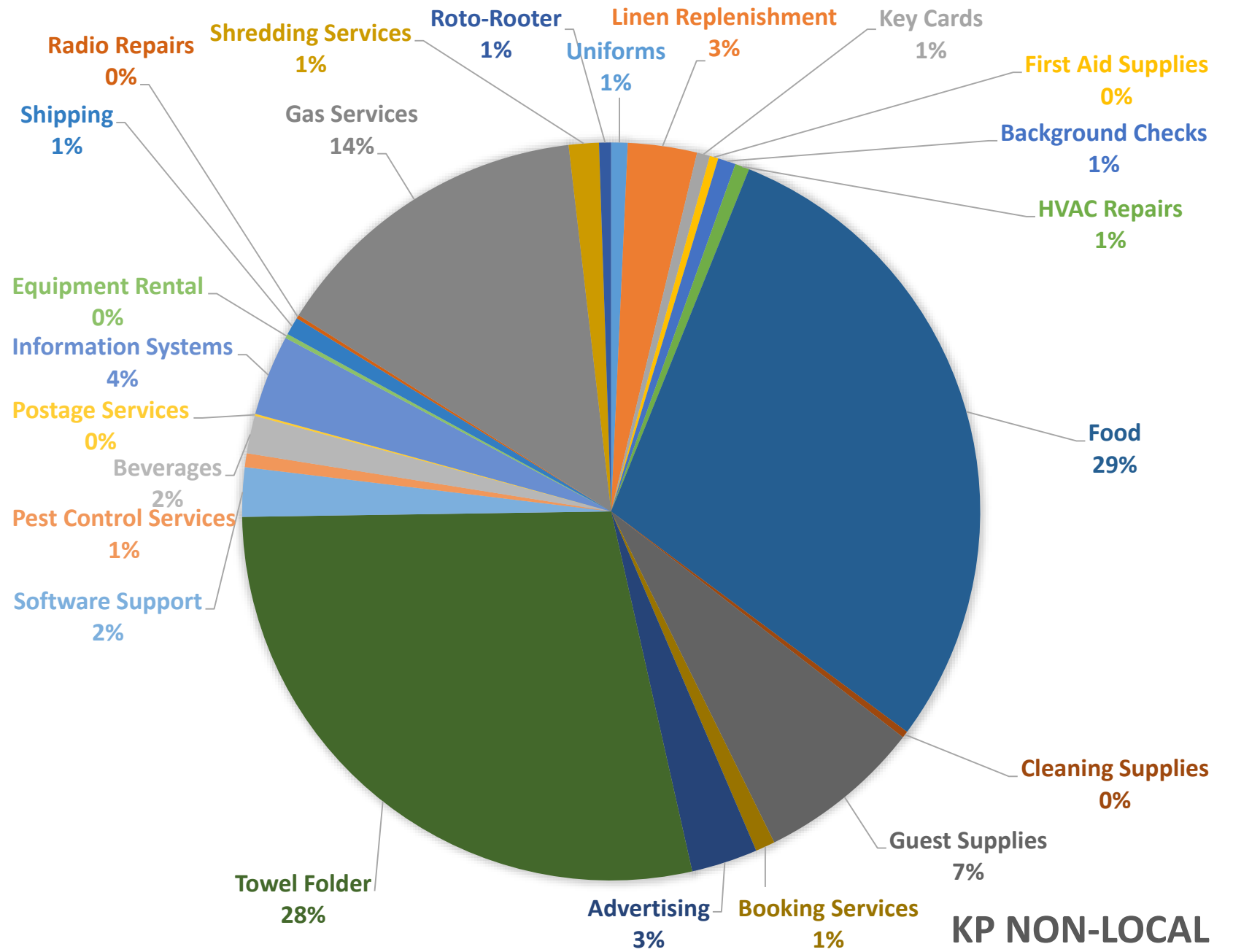


KING'S POINTE EXPENSES



Payroll	\$ 87,485.05
Contract/Reimbursement	\$ 17,450.22
Local Expenses	\$ 32,323.07
Non-Local	\$122,754.52
BV County	\$ 2,862.43
Total Expenses	\$262,875.29

Uniforms	\$ 883.72
Linen Replenishment	\$ 3,712.01
Key Cards	\$ 700.03
First Aid Supplies	\$ 463.72
Background Checks	\$ 956.00
HVAC Repairs	\$ 771.75
Food	\$ 35,710.19
Cleaning Supplies	\$ 358.82
Guest Supplies	\$ 8,874.68
Booking Services	\$ 1,050.04
Advertising	\$ 3,563.02
Towel Folder	\$ 34,732.72
Software Support	\$ 2,643.74
Pest Control Services	\$ 743.09
Beverages	\$ 2,024.31
Postage Services	\$ 114.22
Information Systems	\$ 4,329.93
Equipment Rental	\$ 230.13
Shipping	\$ 970.16
Radio Repairs	\$ 189.00
Gas Services	\$ 17,473.74
Shredding Services	\$ 1,617.00
Roto-Rooter	\$ 642.50



Staff Summary

4/16/2018

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 in Sunset Park**

BACKGROUND: Attached is a Park Event Registration Form requesting a Noise Variance for an outdoor worship service sponsored by the Iglesia Bautista Sendero De Salvacion of Storm Lake to be held in Sunset Park at the band shell on Saturday, May 5, 2018 from 4:00pm until 8:00pm.

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

City of Storm Lake
PO Box 1086
Storm Lake, Iowa 50588
712-732-8000
cityclerk@stormlake.org
www.stormlake.org

City of Storm Lake

Park Event / Rental Registration Application

Please complete this form for all events requested to be held within the Storm Lake Park System

Name of Requesting Party: Iglesia BAUTISTA GENDEZO DESALVACION Phone #: 712) 299 1597
Mailing Address: 2015 W. MILWAUKEE Email: pinedamarioea@gmail.com
City: STORM LAKE State: IOWA Zip: 50588
Cell Phone: 712) 299 - 1597
2nd Contact: ~~712) 730 - 0526~~ ZOILA LOPEZ Position/Relationship: MIEMBRO
Email: Cell Phone: 712) 730 - 1597

Requested Park: Band shell Event Date: MAY 5
Event Type: Religious Ceremony Event Start Time: 4 PM
Event End Time: 8 PM

Please answer the following questions regarding your proposed events:

Will there be amplified noise such as music, spoken word through a microphone or karaoke? (Use of amplified noise will require a noise variance) Yes ✓

Will you have horses involved in the event? (All animal feces must be managed and removed from public property) No ✓

Will you be selling food or drink as part of event? (Sale of food requires a permit from the BV County Sanitarian 712-749-2555, please provide a copy of this permit to the City. You may be required to have a solicitor license.) No ✓

☐ Check this box if you will be charging admission to this event.

Will you be using an open shelter, the band shell, or the Chautauqua Park Shelter House? (These facilities are available for rent and have a rental fee associated with them - please fill out the rental agreement in addition to this document.) Yes ✓

Will you be erecting a tent? If YES attach a map of the park showing the location of the tent, size, and staking layout. Yes ✓

How many people will be attending the event? Provide your best estimate on attendance. 150

Do you have electrical needs? No ✓ Identify:

Will there be alcohol at the event? No ✓ Will alcohol be sold at the event? No ✓ Do you have a liquor license? No ✓

Will you have inflatables at the event? If yes you will be required to provide liability insurance to the City. No ✓

Are you requesting Street closures? No ✓ Which Streets?

Starting Time: Ending Time:

Will there be fireworks involved with this event? If Yes please contact the Fire Chief at 712-732-8010. No ✓

Are you requesting security services provided by Storm Lake Public Safety? SLPS may require security services. No ✓

Signature Field MARIO PERA Date: 4-9-18

Based on the answers provided on the first page of this application, City staff will review your event application and provide you with staff support for the event to ensure that you have the appropriate permits, licenses, and reservations in place for a successful event. If you have any questions regarding this application please contact the City Clerk's office at 712-732-8000 or by email at cityclerk@stormlake.org.

CITY OF STORM LAKE USE ONLY

Noise Variance Required ☐ Issued by: ☐ Council Approval Date: ☐

Fireworks Permit Required: ☐ Issued by: ☐ Council Approval Date: ☐

Liquor License Required ☐ License Holder Name:

Street Closure Required ☐ Approved by: ☐

☐ Needs Council Approval Council Approval Date:

☐ Press Release Needed Press Release Date:

Facility Rental Required ☐ ☐ Rental Process Completed Confirmed Rental by: ☐

☐ Chautauqua Park Shelter ☐ AWAYSIS Park Shelter ☐ Great Lawn ☐ Band Shell ☐ Frank Starr Park Shelter

Solicitor License Required ☐ Approved by: ☐ Permit Number:

Tent Location Approved ☐ Approved by: ☐ Date:

Liability Insurance Required ☐ Copy Received By: ☐ Date:

Security Services Required ☐ Approved by: ☐

Fencing Needed ☐ ☐ Beer Garden Fencing Required ☐ Security Fencing Required
☐ City providing & placing fence ☐ Map showing fence location received

Council Approval Required ☐ ☐ Private sales on Public Property
☐ Authorization for use of City staff Council Approval Date:

☐ Event added to Park Calendar

Public Safety Approval: Date:

Parks Dept. Approval Date:

Public Works Approval: Date:

Administration Approval: Date:

Additional
Notes:



Print Form

Great Lawn & Bandshell Reservation Form
City of Storm Lake
City Hall, 620 Erie Street
712-732-8000
712-732-4114 (f)
cityhall@stormlake.org

Name:

Iglesia Bautista Sendero De Salomon

Address

2015 W. Milwaukee

Phone Number:

City:

Sh

Cell Phone:

712) 299 1592

State:

IOWA

Zip:

50588

E-mail Address:

pinedamario@gmail.com

☐ Great Lawn Area

Rental Date:

\$200.00 Rental
(per slot)

Plus \$150.00 Deposit

☒ Band Shell

Rental Date:

May 5th

\$25.00 Rental
per day (per slot)

Plus \$50.00 Deposit

By signing this rental agreement form you agree to the terms and rules of this rental agreement. You hereby agree that you will only have exclusive right to the an area of the Great Lawn or Band Shell for the rental period. You agree to have the Great Lawn or Band Shell clean and ready for the next person to use at the end of the rental period. You agree not to attach anything to the Great Lawn or Band Shell structure by any means other than masking tape and to remove all items by the end of your rental period. You agree that you will not drive on or over any sidewalk, trail, or grass within the parks and to limit vehicles to the authorized parking areas of the park. You also agree to pick up all trash in and around the Great Lawn and/or Band Shell and to dispose of the garbage in a proper garbage facility provided within the park. If at the time you arrive there are persons utilizing the Great Lawn area or Band Shell please kindly ask them to move to another location. If they refuse to leave or the rental facility is not clean you may contact the Buena Vista County Communications Center at 712-749-2525 for assistance - please provide them with your name and the rental facility you are renting. Signs indicating your rental will be posted at the facility the day of the rental. You agree to pay for any damages or clean up expenses that occur as a result of your rental including those that might exceed your damage deposit.

You agree that all tents, stakes, or any other items that are driven or placed into the ground of the Great Lawn shall be done by the Storm Lake Parks Department or will have prior written approval of the Storm Lake Parks Departments.

You agree and understand that once the facility is rented there is no refund for cancellation.

Renter

Signature:

MARIO PINEDA

Date:

4-9-18

This Section - City of Storm Lake Use Only

Payment Rec'd Date:

4-9-18

Rental Taken By:

mm

Payment Method

Deposit Payment Method

☐ Cash

Receipt #:

☐ Cash

☐ Check

Check #:

☐ Check

Check #:

☒ Credit Card

Card Type:

Discover

☐ Returned

Date:

Administrative Checklist

☒ Put on Rental Calendar

☐ Put on Web Calendar

☐ Parks Dept. Notified



**Public Safety
Police & Fire
PERMIT**

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

Event: Iglesia Bautista Sendero De Salvacion Ceremony

Issued To:

Name: Mario Pineda

Organization: Iglesia Bautista Sendero De Salvacion

Address: 2015 West Milwaukee Avenue, Storm Lake, IA 50588

Phone: 712-299-1597

Date(s) of Event: Saturday, May 5, 2018

Time(s) of Event: 4:00pm until 8:00pm

Expiration of Permit: 5-6-2018

Location / Area
of Use:

Sunset Park - Band Shell

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: 4-17-2018

Please Print

Signature:

Title: Public Safety Director

Staff Summary

4/16/2018

Agenda Item # 3.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Buena Vista University Update**

BACKGROUND: President Merchant will provide Council an update regarding Buena Vista University.

FISCAL IMPACT: N/A

RECOMMENDATION: No action necessary.

Staff Summary

4/16/2018

Agenda Item # 4.



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

REPORT TO: Honorable Mayor and City Council

FROM: Brian Oakleaf, Finance Director

SUBJECT: **Motion to Authorize Alternate Funding Source for NC Phase II**

BACKGROUND: The North Central Storm Water project Phase II was approved in 2015 as a \$1.7M project, with the approved funding sources being a CDBG Grant and a \$574,000 State Revolving Fund Loan. As we near the completion of these projects, we estimate only \$314,507 would be necessary to fully fund our local match. With our project set aside funding, substantial increases in interest earnings and carry over funds available in the Enterprise Capital accounts, we believe we can cover these reduced final costs without incurring this debt.

This Motion would authorize the use of Storm Water and Capital funds as our 25% local match for the North Central Storm Water project Phase II, originally authorized through SRF loan. These changes would also be reflected in our Budget Amendments.

FISCAL IMPACT: Approximately \$104,291 in service fee and Interest savings, reduction of stated, statutory GO debt by \$574,000, with future expenditures being covered through the above mentioned funding sources. In addition, the City would still need to pay the \$2,870 initiation fee on the loan.

RECOMMENDATION: Approve the Motion.

Staff Summary

4/16/2018

Agenda Item # 5.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Resolution No. 81-R-2017-2018 Approving Contract For Review Appraisal Services**

BACKGROUND: This review appraisal will be used for acquisition of property in relationship to a National Disaster Resiliency Grant project being developed and funded through the Iowa Economic Development Authority following Federal HUD guidelines under the Community Block Grant (CDBG) program. Remer Appraisals completed the initial appraisal. Per HUD guidelines, a review appraisal must occur as well. The contract is with Urban Appraisals.

The property under consideration for appraisal is 930 E. 5th Street and is owned by the Storm Lake Community School.

FISCAL IMPACT: Appraisal fee will not exceed \$700 plus any associated printing and travel costs.

RECOMMENDATION: Approve Resolution No. 81-R-2017-2018 Contract with Urban Appraisals

ATTACHMENTS:

Description	Type
□ Resolution No. 81-R-2017-2018	Resolution
□ Review Appraisal	Contract

RESOLUTION NO. 81-R-2017-2018

**RESOLUTION APPROVING THE CONTRACT FOR REVIEW APPRAISAL SERVICE
WITH URBAN APPRAISALS**

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

Section 1. That the City of Storm Lake enter into an Agreement with Urban Appraisals.
Review Appraisal Fees Services not to exceed \$700.00

Review Appraisal Services for the address identified as follows:

Parcel No. 1402152003, Buena Vista County, IA

Owner: Storm Lake Community School

Site Address: 930 E 5th Street, Storm Lake, IA

Section 2. That the Mayor is hereby directed to sign the contract with the Appraiser for the
appraisal services to the identified property.

PASSED AND APPROVED this 16th day of April, 2018

Michael Porsc, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

AGREEMENT FOR REVIEW APPRAISAL SERVICES

This agreement for review appraisal services is made between the following parties:

City Of Storm Lake, Iowa, hereinafter known as Client, and

David E Urban d/b/a Urban Appraisals, hereinafter known as Appraiser.
Appraiser is licensed as a Certified General Real Property Appraiser in IA, NE and SD and is also Certified as an FHA appraiser in IA, NE and SD.

Pursuant to the Uniform Standards of Professional Appraisal Practice, this agreement shall also constitute the engagement letter for the appraisal services hereinafter described.

The subject property of the original appraisal that is to be reviewed is identified as follows:

Parcel No. 1402152003, Buena Vista County, IA (West Ball Field Parcel, E. 4th)
Owner: Storm Lake Community School
Address: 930 E. 5th Street, Storm Lake, IA

Purpose Of This Review Appraisal:

Client is requesting this review appraisal for use in acquisition of the subject property in relationship to a National Disaster Resiliency Grant project being developed and funded through the Iowa Economic Development Authority and following Federal HUD guidelines under the Community Development Block Grant (CDBG) program.

In conjunction with this purpose, the Client (City of Storm Lake, IA) has served notice to the property owner of the Client's intention to acquire subject property and the potential use of eminent domain if needed to make the acquisition and has completed all other requirements needed for the acquisition of the original appraisal that is to be reviewed.

General Requirements That Apply To The Review:

The appraisal review must be conducted by a licensed appraiser.

The appraisal review must be conducted by the appraiser in accordance with the Uniform Standards of Professional Appraisal Practice, commonly known as USPAP.

The appraisal review must also be conducted by the appraiser in accordance with the guidelines for eminent domain appraisals as established by the Iowa DOT and Iowa Law.

The appraisal review shall be prepared according to guidelines and applicable Iowa law relating to Eminent Domain and review of such appraisals.

The appraisal review shall be completed within 60 to 90 days from date of this agreement or the date of the furnishing of the original appraisal to be reviewed to the review appraiser, whichever is greater. Date of this agreement shall be the date the Client accepts this agreement .

Appraisal fee for preparation of this appraisal review, which shall include the furnishing of the completed final report to client in PDF format by e-mail, shall not exceed _____ Dollars) plus any costs associated with printing of hard copies as may be requested by the Client. Testimony, whether by deposition or otherwise, including time required for hearings or other required meetings or travel to or from which shall be required of appraiser after preparation and furnishing of the appraisal review report shall be paid for by client at the rate of _____ per hour.

APPRAISER FURTHER AGREES THAT APPRAISAL REVIEW WORK CONDUCTED IN FURTHERANCE OF APPRAISER'S DUTIES AND EMPLOYMENT UNDER THIS CONTRACT SHALL BE IN ACCORD WITH THE FOLLOWING RULES AND REGULATIONS THAT APPLY TO ALL CDBG PROJECT CONTRACTS:

A. Executive Orders 11246 and 11375.

The Appraiser will comply with all provisions of Executive Orders 11246 and 11375. During the performance of this Contract, the Appraiser agrees as follows:

- 1) The Appraiser will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Appraiser will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading,

- demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Appraiser agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The Appraiser will, in all solicitations or advertisement for employees placed by or on behalf of the Appraiser, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - 3) The Appraiser will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Engineer's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 4) The Appraiser will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
 - 5) The Appraiser will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - 6) In the event of the Appraiser's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Appraiser may be declared ineligible for further government Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - 7) The Appraiser will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Appraiser will take

such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Appraiser becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Appraiser may request the United States to enter into such litigation to protect the interests of the United States.

B. Title VI of the Civil Rights Act of 1964.

This act provides that no person shall be excluded from participation, denied benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance.

C. Iowa Civil Rights Act of 1965. The Appraiser agrees to comply with Iowa Civil Rights Act of 1965, (Iowa Executive Order 34 and Iowa Code Chapter 19B.7), as amended, and Civil Rights Act of 1964 - Title VI which provides that no person shall, on the basis of race, color, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with CITY'S program funds.

D. Section 109 of Title I of the Housing and Community Development Act.

This act provides that no person shall be excluded from participation, including employment, denied program benefits, or subjected to discrimination on the basis of race, color, physical or mental disabilities, national origin, sex, handicap, religion or religious affiliation, or age under any program or activity funded in whole or in part under Title I of this act.

E. Section 3 of the Housing and Urban Development Act of 1965 (as amended).

This act provides that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed projects shall be given to lower-income residents of the project area. Section 3 also provides that Contracts awarded in connection with such project be awarded to businesses located in, or owned in substantial part by persons residing within, the project area.

The parties of this Contract will comply with the provisions of said Section 3 and certify and agree that they are under no contractual obligation or other disability which would prevent them from complying with these requirements.

F. The Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

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

G. Access to and Maintenance of Records. The Appraiser must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the Appraiser shall make available and furnish all information and reports required, and will permit access to books, records, and accounts by the Owner, Department of Housing and Urban Development, the Secretary of Labor, the Iowa Economic Development Authority or their authorized representatives, for purposes of investigation to ascertain compliance.

H. Termination. The Owner and/or the Appraiser shall have the right to terminate this Contract at any time by giving at least ten (10) days notice in writing. The notice shall specify the effective date of such termination. Upon cancellation, the Owner will be responsible only for those costs incurred by the Appraiser to the date of termination. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Appraiser under this Contract shall, at the option of the City, become its property and the Appraiser shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

I. Government-wide Restriction on Lobbying. The Appraiser agrees to comply with the certification regarding government-wide restriction on lobbying as follows:

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING. The Appraiser certifies, to the best of his/her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid by or on behalf of Appraiser, 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 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.

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

C. The Appraiser shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients 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.

J. Awarding Agency Reporting Requirements. The Appraiser must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

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

L. Clean Air and Water Acts

- Section 306 of the Clean Air Acts [42 U.S.C. 1857 (h)].
- Section 508 of the Clean Water Act [33 U.S.C. 1368].
- Executive Order 11738.
- EPA Regulations - 40 CFR, Part 15.

In accordance with the Clean Air and Water Act, the Appraiser agrees as follows:

- 1) The Appraiser will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 40 CFR 15.20.

- 2) The Appraiser agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3) The Appraiser agrees that as a condition for the award of a Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- 4) The Appraiser agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

IN WITNESS WHEREOF, THE PARTIES HERETO OR THE DULY AUTHORIZED REPRESENTATIVES THEREOF HAVE HERE SET THEIR SIGNATURES.

Date: _____

David E Urban, Appraiser

CITY OF STORM LAKE

By _____

Date _____

Staff Summary

4/16/2018

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. 82-R-2017-2018 Approving Bids Collected for Apron & Taxiway Rehab Project**

BACKGROUND: Four bids were received on March 26th, 2018 for the Rehabilitate Apron & Connector Taxiway project for the City of Storm Lake/Storm Lake Airport Commission.

Fahrner Asphalt Sealers.....	\$ 79,353.50
National Sealant & Concrete.....	\$ 90,073.50
Henriksen Contracting.....	\$124,550.00
Hull Concrete Designs.....	\$141,641.60

The bid from Fahrner Asphalt Sealers is approximately 41% below the Engineer's estimated project cost of \$132,240.00.

FISCAL IMPACT: The budgeted total project cost of \$79,353.50 will be funded 90% by the FAA and the 10% local match will come from Local Option Sales Tax.

RECOMMENDATION: Staff recommends approving Fehrn's Asphalt Sealers bid pending Storm Lake City Council and FAA approval.

ATTACHMENTS:

Description	Type
□ Recommendation of Award via Engineer	Backup Material
□ Bid Tabulation	Backup Material
□ Resolution No. 82-R-2017-2018	Resolution



**BOLTON
& MENK**

Real People. Real Solutions.

2730 Ford Street
PO Box 668
Ames, IA 50010-0668

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

March 28, 2018

Keri Navratil
City of Storm Lake
Storm Lake, Iowa 50588

RE: Rehabilitate Apron & Connector Taxiway
Recommendation of Award
Project No.: T51.115389

Dear Keri

At 2:00 pm on March 26, 2018 bids were received for the Rehabilitate Apron & Connector Taxiway project. The Engineer's Estimate for the project was \$132,240.00. A total of four bids were received. The four valid bids are summarized from lowest to highest as follows:

Bidder	Total Bid Amount
Fahrner Asphalt Sealers	\$79,353.50
National Sealant & Concrete	\$90,073.50
Henriksen Contracting	\$124,550.00
Hull Concrete Designs	\$141,641.60

The bid received from Fahrner Asphalt Sealers was 41% under the engineer's estimate for the project. Their bid was an irregular bid. The specifications required the bid bond to be submitted in a separate sealed envelope. Their bid bond was included in the same envelope as the bid documents. This irregularity did not provide Fahrner a competitive advantage. Bolton & Menk recommends waiving the bid irregularity as allowed in specification section 20-09.

The bid received from Fahrner was determined to be the lowest responsive, responsible bidder. Bolton & Menk checked references on this bidder and was satisfied with the responses given; therefore, Bolton & Menk recommends award of the Rehabilitate Apron & Connector Taxiway project to Fahrner Asphalt Sealers.

The bid tabulation is also attached for your use.

Please contact me should there be any questions related to this project.

Sincerely,

Bolton & Menk, Inc.

Greg Broussard, P.E.
Project Manager

Line No.	Description	Unit	Quantity	Engineer's Estimate		Fahrner Asphalt Sealers Eau Claire, WI		National Sealant & Concrete Abrams, WI		Henriksen Contracting Grimes, IA		Hull Concrete Designs Fremont, NE	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	1	LS	\$18,000.00	\$18,000.00	\$6,500.00	\$6,500.00	\$14,000.00	\$14,000.00	\$17,400.00	\$17,400.00	\$15,600.00	\$15,600.00
2	TRAFFIC CONTROL	1	LS	\$12,000.00	\$12,000.00	\$500.00	\$500.00	\$750.00	\$750.00	\$10,000.00	\$10,000.00	\$9,100.00	\$9,100.00
3	PAVEMENT REMOVAL	150	SY	\$25.00	\$3,750.00	\$13.50	\$2,025.00	\$30.00	\$4,500.00	\$25.00	\$3,750.00	\$45.50	\$6,825.00
4	SUBGRADE - TRIM, SHAPE AND COMPACT	150	SY	\$20.00	\$3,000.00	\$25.00	\$3,750.00	\$17.00	\$2,550.00	\$25.00	\$3,750.00	\$15.60	\$2,340.00
5	CRUSHED AGGREGATE BASE COURSE	150	SY	\$16.00	\$2,400.00	\$3.00	\$450.00	\$25.00	\$3,750.00	\$25.00	\$3,750.00	\$39.00	\$5,850.00
6	JOINT SEALANT	20170	LF	\$3.00	\$60,510.00	\$1.55	\$31,263.50	\$1.55	\$31,263.50	\$2.50	\$50,425.00	\$3.38	\$68,174.60
7	CRACK SEALANT	520	LF	\$4.00	\$2,080.00	\$2.00	\$1,040.00	\$3.00	\$1,560.00	\$3.75	\$1,950.00	\$6.50	\$3,380.00
8	CONCRETE REPAIR - TYPE 1 (PANEL REPLACEMENT)	150	SY	\$110.00	\$16,500.00	\$121.50	\$18,225.00	\$120.00	\$18,000.00	\$145.00	\$21,750.00	\$150.48	\$22,572.00
9	CONCRETE REPAIR - TYPE 2B (PARTIAL DEPTH REPAIR)	20	EA	\$850.00	\$17,000.00	\$780.00	\$15,600.00	\$685.00	\$13,700.00	\$588.75	\$11,775.00	\$390.00	\$7,800.00
TOTAL BASE BID					\$135,240.00		\$79,353.50		\$90,073.50		\$124,550.00		\$141,641.60

28-Mar-18
H:\SMUK\T5115389\6_Plan-Specs\Bids Tabulation\115389 Bid Tab.xls\Bids Tabulation
Denotes math error on proposal

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Gregory A. Broussard
Gregory Broussard
License No. 21974
My renewal date is December 31, 2019
Pages or sheets covered by this seal:

Date: 3/29/18

This Sheet



RESOLUTION NO. 118–R-2016-2017

RESOLUTION ACCEPTING AND AWARING BID FOR THE CITY OF STORM LAKE AIRPORT REHABILITATION APRON & CONNECTOR TAXIWAY REHAB PROJECT

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

Section 1. That the following bid for the construction of certain public improvements described in general as the City of Storm Lake Airport Rehabilitation Apron & Connector Taxiway Rehab Project, described in the plans and specifications heretofore adopted by this Council on April 2, 2018 be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor:	Fahrner Asphalt Sealers
Amount of bid:	\$79,353.50
Portion of bid:	All

Section 2. That the construction contract, bond executed and insurance coverage for the construction of the Rehabilitation Apron & Connector Taxiway Rehab Project, as described in detail in the plans and specifications heretofore approved, and can be signed contingent upon FAA concurrence of award by the Mayor and Clerk on behalf of the City be and the same hereby approved as follows:

Contractor:	Fahrner Asphalt Sealers, Eau Claire, WI
Date of Contract:	April 16, 2018

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

Michael Porsch, Mayor

ATTEST:

Mayra A Martinez, City Clerk

Staff Summary

4/16/2018

Agenda Item # 7.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Motion Approving Agreement with St. Mary's Catholic School For Memorial Ballfield**

BACKGROUND: St. Mary's Catholic School has in the past leased the Memorial Ballfields from the City. The lease will terminate November 30, 2018. The terms are as follows:

- In lieu of rent, St. Mary's will be responsible for maintaining the property
- St. Mary's will submit a written plan for improvements including the cost estimates to the City prior to making any improvements.
- St. Mary's will provide insurance verification annually.

FISCAL IMPACT: There is no fiscal impact by approving this lease

RECOMMENDATION: Motion Approving the Lease agreement for Memorial Ball field.

ATTACHMENTS:

Description	Type
▣ Lease Agreement	Contract

LEASE AGREEMENT

This Lease Agreement ("Agreement") made and entered into this ____ day of April, 2018 and between the CITY OF STORM LAKE, IOWA, party of the first part, hereinafter referred to as LESSOR; and St. Mary's Catholic School, Storm Lake, IA, party of the second part, hereinafter referred to as LESSEE.

WITNESSETH:

WHEREAS, the Memorial Ballfields hereinafter called Memorial Ballfields are owned by the City of Storm Lake; a municipal corporation situated in Buena Vista County, Iowa, and subject to the management and control of the LESSOR; and

WHEREAS, St. Mary's Catholic School, Storm Lake, IA has in the past leased the Memorial Ballfields from the City; and

WHEREAS, St. Mary's Catholic School, Storm Lake, IA has again offered to rent said property from the City; and

NOW, THEREFORE, in consideration of the mutual terms, agreements, and covenants herein contained, and other valuable considerations, LESSOR does hereby demise and let unto LESSEE, and LESSEE does hereby hire and take from LESSOR certain premises and facilities, rights, licenses, services and privileges in connection with and as follows:

ARTICLE I - PREMISES

A. LESSOR, in consideration of the rents herein reserved and of the terms, covenants and conditions herein contained and expressed on the part of the LESSEE, to be kept and performed, demises, leases and rents unto the LESSEE, and the LESSEE hereby leases, hires and takes of and from the LESSOR the following described premises, to-wit: See Attachment "A".

- 1) In addition to the premises described on Attachment "A", the parties acknowledge that the premises is a landlocked parcel. The parties also understand that a long-standing method of vehicular and pedestrian ingress-egress access has been established to the baseball parking lot and the softball parking lot. LESSOR does not covenant nor guaranty in any way that LESSOR has legal title to any such ingress-egress areas. However, to the extent that LESSOR has such ingress-egress access by operation of law, LESSOR hereby leases and rents to LESSEE such continued ingress-egress access.

B. LESSEE agrees to pay LESSOR for the use of the demised premises, facilities, rights, licenses, services and privileges granted hereunder the rentals, fees and charges set forth in this Agreement, all within the time periods required for payment.

C. LESSEE will use the demised premises as a baseball/softball complex, and shall be used by the LESSEE in the operation of the purpose hereinbefore stated, except by written consent of the LESSOR. LESSEE will not permit any person to use the same for any unlawful purpose, nor for any activity deemed extra-hazardous on account of fire, nor commit any act which will invalidate any policy of insurance on said demised premises.

D. LESSEE may place any signs, decorations or objects on the demised premises which is consistent with the usage of the demised premises as a baseball/softball complex, which may include advertising signage, either by attaching the same to the building or placing them on the adjacent grounds, unless such signage violates city code or regulations, or federal or state law.

E. That LESSEE shall have the right, with written permission of the LESSOR, which permission shall not be unreasonably withheld, to construct and maintain improvements on said demised Premises. All improvements and buildings constructed by LESSEE shall be at the LESSEE'S sole cost and expense, shall be constructed in good and workmanlike manner and the LESSEE shall not permit the creation or existence of any lien upon the demised premises by reason thereof. Nothing contained herein is intended or shall be construed to constitute LESSEE as the agent for the LESSOR for the purpose of imposing any lien on LESSOR'S interest in the demised premises or for the purpose of imposing any liability on LESSOR to other persons. No work, labor or material placed upon the demised premises can give rise to a mechanic's lien against said demised premises so far as the LESSOR is concerned. **LESSEE will submit a written plan for improvements including cost estimates to the LESSOR prior to making said improvements. By no later than December 1 of each year, LESSEE will submit to LESSOR actual costs for improvements made. LESSEE will maintain a log of all improvements made, the date of the improvement and the actual cost of the improvement.**

ARTICLE II - TERM

A. LESSEE shall have and hold all of the privileges hereinbefore described for a term of one (1) year, commencing on the 1st day of December, 2017 and ending on the 30th day of November, 2018.

ARTICLE III - RENTAL AND FEES

A. In consideration of the leasing aforesaid, the LESSEE will pay the LESSOR at such place as the LESSOR shall in writing designate as and for the rental for said demised

premises, the sum of \$1.00 per year on the first day of December, 2017 and each December first thereafter.

ARTICLE IV - MAINTENANCE OF DEMISED PREMISES

A. LESSEE shall operate, maintain and keep in good repair the demised premises described in Attachment "A" and all appurtenances, facilities and services now or hereafter connected with the foregoing.

- 1) Notwithstanding the foregoing, LESSOR shall maintain and keep in good repair, or otherwise cause to maintain and keep in good repair, all ingress-egress areas.

B. LESSOR may at all reasonable times enter to view the condition the demised premises described in Attachment "A" without advance notice to LESSEE.

C. LESSEE shall furnish, at its own cost and expense, all utilities necessary and convenient for LESSEE'S use of the demised premises. It shall be the duty of the LESSEE to maintain and keep in good state of repair all utility services including water pipes, wiring and heat pipes to the extent that the same are not kept and maintained by the particular utility company extending such service. This duty shall extend to the utility facilities outside the buildings as well as within.

D. LESSEE agrees to use the demised premises leased to it hereunder in a proper manner consistent with the purposes for which said demised premises are leased to it, and to return said demised premises to LESSOR at the end of the term hereof, in good condition.

E. LESSEE shall suffer no waste or injury to the demised premises, nor obstruct the streets or sidewalks adjacent thereto, that it will do nothing which will be liable to cause structural injury to the buildings.

F. HAZARDOUS WASTE.

(1) LESSOR and LESSEE shall strictly comply with and obey all environmental laws, including but not limited to those laws with respect to the creation, storage and disposal of hazardous materials. LESSEE is strictly prohibited from creating, utilizing, storing or disposing of any material or substance which may be hazardous without prior notice to and written consent from LESSOR, except for those substances reasonably related to LESSEE'S uses.

(2) LESSOR and LESSEE shall defend, hold harmless and indemnify each other from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense, for any injury or such injury or damage which has been caused by the act, neglect, fault or omission of

either the LESSOR or the LESSEE or their agents, servants, employees or invitees, resulting from the creation, utilization, storage or disposal of any material or substance. This indemnification is intended to operate as indemnity under 42-U.S.C. 9607(e) (1). This indemnification is intended to be an absolute cross-indemnification between the LESSOR and the LESSEE against any claims either made against the LESSOR for the acts of the LESSEE or claims made against the LESSEE for acts of the LESSOR. This indemnification is intended to survive the termination or expiration of this Agreement for five (5) years. Said indemnification shall operate as indemnity for any claim or damage set forth herein and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense incurred after the termination or expiration of the Agreement caused by the act, negligence, fault or omission of LESSOR or the LESSEE including their agents, servants, employees or invitees for events which have occurred during the term of the Agreement. LESSEE shall indemnify and save harmless the LESSOR from any and all losses that may result to the LESSOR because of any acts on the part of the LESSEE, its agents, servants, invitees and licensees.

G. LESSEE shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the premises, of all trash, garbage and other refuse caused as a result of the operation of its business. LESSEE shall provide and use suitable covered metal receptacles for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the demised premises shall not be permitted. **LESSEE is responsible for off season clean up of trash, garbage, debris and refuse.**

ARTICLE V - CANCELLATION

A. In the event LESSEE shall desire to terminate this Agreement at the end of the then present term or any subsequent extension thereof, LESSEE shall give LESSOR written notice of such intention to terminate at least sixty (60) days prior to the end of the then said current term or extension at such place prescribed in Article IX - Notices.

B. The invalidity or unenforceability of any provision hereof shall not affect or impair any of the other provisions herein contained. That no waiver or breach of any of the covenants of this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant.

C) The LESSOR may cancel the Lease at any time, without cause, subject to the following provisions:

- 1) All scheduled games in a season underway would be allowed without interruption;
- 2) Notification to address set out in Article IX.

ARTICLE VI - INDEMNITY

A. LESSEE agrees to indemnify and hold LESSOR harmless from and against all liability for injuries to persons or damage to property caused by LESSEE'S use or occupancy of the demised premises; and provided further that LESSOR shall give LESSEE prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect LESSEE and LESSEE shall have the right to compromise and defend the same to the extent of its own interest only upon prior written consent of LESSOR.

B. It is understood and agreed that the City of Storm Lake, Iowa is named as "Additional Insured" in respect of the insured 's occupancy of the demised premises, and such policy of insurance which shall bear the following endorsement in words or substance:

"It is understood and agreed that the City of Storm Lake is named as "Additional Insured" in respects to the insured's occupancy of the premises.

LESSEE shall provide verification to the LESSOR annually.

C. LESSEE agrees to carry liability insurance during the existence of the term for personal injury and property damage in a sum not less than \$ 1,000,000.00 single limit for each accident or occurrence for the protection of the LESSOR and LESSEE. The City of Storm Lake shall be an additional named insured on such policy of insurance, and proof of said insurance shall be delivered to the LESSOR at the time of each renewal of said policy. **LESSEE shall provide verification to the LESSOR annually.**

D. If LESSOR incurs any costs or attorneys fees on account of successfully enforcing LESSEE'S covenants and other agreements set forth in this Agreement, all such reasonable costs and attorneys fees, when paid by the LESSOR, shall be so much additional rent due on the next day after such payment of payments, shall be due and payable, and shall be collected on the next day in the "same manner as the rent specifically reserved herein.

ARTICLE VII - NON-DISCRIMINATION

A. LESSEE for itself, and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- (a) No person on the basis of race, color, national origin, gender, religion, or, other basis of illegal discrimination shall be excluded for participation in,

denied benefits of, or otherwise be subjected to illegal-discrimination in the operation of said facilities.

- (b) In the construction of any improvements on, over, or under such land, no person shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination based upon race, color, national origin, or other basis of illegal discrimination.

B. LESSEE further covenants and agrees with respect to any service furnished to the public, if any, LESSEE will furnish the same on a fair, equal and not unjustly discriminatory basis to all users thereof and will charge a fair, reasonable and not unjustly discriminatory price for each unit or service, provided, however, that LESSEE may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reduction to volume purchasers.

ARTICLE VIII - ASSIGNMENT

LESSEE shall not at any time assign this Agreement or any part thereof without the express written approval of the LESSOR; provided that this shall not prevent the assignment of this Agreement to any corporation with which LESSEE may merge or consolidate or which may succeed to the business assets of LESSEE or a substantial part thereof. LESSEE shall not at anytime sub-let space in any demised premises now or hereafter leased exclusively to LESSEE without the express written consent of the LESSOR in advance.

ARTICLE IX - NOTICES

Notices to LESSOR provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed as follows:

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

and notices to LESSEE if sent by registered mail, postage prepaid, addressed as follows:

H.S. Principal
St. Mary's Catholic School
320 Seneca Street
Storm Lake, IA 50588

or such other respective addresses as the parties may designate to each in writing from time to time.

ARTICLE X - GENERAL CONDITIONS

- A. That LESSEE and LESSOR are not relying on any statement or representations of each other or of any other party in entering into this Agreement, and that all of the negotiations between the parties are merged into this Agreement and that there are no understandings, terms or agreements of any kind or nature that are not set out herein and that this Agreement and the provisions herein contained are the only agreements and understandings between the parties hereto.
- B. All the covenants, stipulations and agreements in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.
- C. No modification of this Agreement shall be binding unless evidenced by an agreement in writing by LESSOR and LESSEE.
- D. No waiver or a breach of any of the covenants of this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant.
- E. All rights and remedies of the LESSEE and LESSOR under this Agreement shall be cumulative and that none thereof shall exclude other rights and remedies allowed by law.

ARTICLE XI - SPECIAL PROVISIONS & CONDITIONS

- A. Provisions of the "Special Provisions & Conditions" shall be controlling in the case of conflict with any other section or provision of this lease.
- B. The LESSEE will make the facilities available for use to other organized, nonprofit entities such as Little League on a limited basis when such use does not interfere with LESSEE'S use of the Premises. LESSEE may charge costs directly associated with said use to the user. Under the terms of this Lease, the LESSEE is not required to have the facility open for general public use.
- C. LESSEE is encouraged and expected to make capital expenditures for improvements during the term of the Lease in order to maintain the facilities in at least their current conditions. Should there be a major capital expenditure (having a cost in excess of \$1,500), LESSEE shall provide thirty (30) day advance notice to LESSOR, who shall, within fourteen (14) days thereafter provide LESSOR'S express approval or disapproval of any such capital expenditure.
- D. In the event that the LESSEE violates or allows violation of the lease, local, state or federal law on the demised premises, LESSOR shall have the right to cancel the lease immediately, subject only to the following provisions:

- 1) Notification of LESSEE.

E. Both parties agree that the premises are serviceable and in good condition at the time of execution of this document and that LESSEE will return the property in its present condition or better.

F. LESSEE has installed a water meter at LESSEE'S expense. LESSOR will not assess sanitary sewer costs on the water bill but will assess normal charges for storm water and landfill fee. Should rest room facilities be installed, normal sanitary sewer fees will be assessed.

G. LESSOR reserves the right to remove, at any time, the mobile bleachers for LESSORS use.

H. LESSOR shall have access to the property to perform work associated with storm water maintenance or storm water handling improvements.

ARTICLE XII - SAVING CLAUSE

A. Should any part or provisions of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part of provision of this Agreement shall not invalidate the remaining portions thereof and they shall remain in full force and effect.

CITY OF STORM LAKE, IOWA

ST. MARY'S CATHOLIC SCHOOLS

Michael Porsch, Mayor

Rev. Timothy Friedrichsen, Pastor

ATTEST:

Mayra Martinez, City Clerk

ATTACHMENT "A"

LEGAL DESCRIPTION

Lot Seven (7) of the Plat of Huber Extension of Storm Lake City Limits, being a tract of land located in the SW ¼ of Section 2, Township 90 North, Range 37 West of the 5th P.M., and more particularly described as follows: Starting at the Southeast Corner of Section 2, Township 90 North, Range 37 West of the 5th P.M., Thence West for 3,191.5 Feet, thence North for 229.5 Feet, thence North 00° 53' East for 287.2 Feet to the Point of Beginning; Thence South 89° 69' West for 259.1 Feet, thence South 00° 11', East 186.5 Feet to the North Right-of-Way line of Federal Highway No. 71, thence North 67° 36' West along the North Right-of-Way line of Federal Highway No. 71 for 627.6 Feet, Thence North 1° 05' East for 402.65 feet along the West Line of Government Lot 1 of the SW ¼ of Section 2, Township 90 North, Range 37 West of the 5th P.M., Thence South 89° 07' East for 836.9 Feet, Thence South 0° 53' West for 446.45 Feet to the Point of Beginning, and containing 9.5 Acres, more or less; **EXCEPT** three parcels of the above described tract, said excepted parcels are described as follows:

Parcel #1: Beginning at the Southeast corner of the said Lot 7, where the East line of the said

Lot 7 intersects the North Right-of-Way line of Federal Highway No. 71, Thence North 67° 36' West for 150 Feet along the said Right-of-Way line, Thence North 0° 11' West for 129.8 Feet, Thence North 89° 39' East for 138.9 Feet, thence South 0° 11' East for 186.5 Feet to the Point of Beginning.

Parcel #2: A strip of land 120 Feet in width along the South side of the said Lot 7 and adjacent to Federal Highway No. 71, from the West line of Parcel #1 as above described to the West line of the said Lot 7.

Parcel #3: A strip of land 190 Feet in width along the West side of the said Lot 7, from the North line of Parcel #2 as above described, to the North line of said Lot 7.

Staff Summary

4/16/2018

Agenda Item # 8.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Motion Approving Sub-Lease Agreement For Memorial Ballfields**

BACKGROUND: The Whitecaps will be sub-leasing Memorial Ballfields from St. Mary's with the following term for one year:

1. The softball field shall be exclusively used by St. Mary's. This Sub-Lease shall not affect the use of the softball field.
2. Whitecaps will be responsible for any overages above any ordinary expenses.
3. Whitecaps shall pay for any damages
4. Fields must be maintained and returned in the same condition of the field to what it was prior to each use. If the field maintenance contractor for St. Mary's is required to spend additional time for maintenance the extra time will be billed to the Whitecaps.
5. Whitecaps shall not use St. Mary's equipment or buildings without permission.
6. Whitecaps will provide St. Mary's and the City required insurance.

FISCAL IMPACT: There is no fiscal impact by approving this sub-lease

RECOMMENDATION: Motion approving the Sub-Lease agreement for Memorial Ball field.

ATTACHMENTS:

Description	Type
Sub Lease Agreement	Contract

SUB-LEASE

This Sub-Lease (“***Sub-Lease***”) is made this ____ day of April, 2018, between St. Mary’s Catholic School, Storm Lake, Iowa, 300 Third Street, Storm Lake, Iowa 50588 (“***St. Mary’s***”) and the Storm Lake Whitecaps, LLC, 204 Ontario St, Storm Lake, IA 50588 (“***Whitecaps***”) with the express consent of the City of Storm Lake, Storm Lake City Hall, PO Box 1086, 620 Erie Street, Storm Lake, Iowa 50588 (“***City***”).

WHEREAS the Memorial Ballfields located in the City of Storm Lake, Iowa (“Memorial Ballfields”) are owned by the City, and leased to St. Mary’s under a certain Lease Agreement dated April ____, 2018 (the “***Lease Agreement***”); and

WHEREAS, St. Mary’s desires to sub-lease the Memorial Ballfields to the Whitecaps in order to allow a newly-formed baseball team to utilize the Memorial Ballfields while allowing St. Mary’s to have primary use for high school baseball and softball; and

WHEREAS, the City desires to provide its express consent, as such express consent is required under the Lease Agreement.

NOW THEREFORE, in consideration of the mutual terms, agreements and covenants herein contained, and other valuable consideration, it is agreed:

1. Use for playing baseball/softball. The Memorial Ballfields (which include a baseball field and softball field) shall be used as follows:
 - A. The softball field shall be exclusively used by St. Mary’s. This Sub-Lease shall not affect the use of the softball field.
 - B. St. Mary’s shall have use of the baseball field for all of its scheduled contests in 2018.
 - C. The Whitecaps shall have use of the baseball field for the following 2018 home schedule:
(See Exhibit “A”, attached hereto.)
 - D. With respect to practices, St. Mary’s shall have primary and first use of the baseball field. Any practices or clinics conducted by the Whitecaps must be approved by the baseball coach for St. Mary’s.
 - E. With respect to make-up dates, the Whitecaps may not schedule any such dates without conferring with the baseball coach for St. Mary’s, who, in his sole discretion, may or may not agree to such date(s) in the event that such make-up dates are during the baseball season. With respect to scheduling of make-up dates for St. Mary’s, the St. Mary’s may schedule any such make-up dates over any dates previously scheduled by the Whitecaps for their practices. The parties shall confer regularly about all make-up date situations.

2. Term. The Term of this Sub-Lease shall commence with its execution and with the payments as set forth in section 4(D), and shall terminate on August 31, 2018.
3. Rent, Costs and Deposit.
 - A. No deposit: No deposit shall be required under this Sub-Lease..
 - B. Rent: The rent (“***Rent***”) for the entire term of the Sub-Lease shall be **\$1.00**.
 - C. Supply and equipment costs / Bullpens: The parties understand that St. Mary’s has certain expenses for the upkeep and maintenance of the Memorial Ballfields. The Whitecaps shall cover those specific expenses as set forth under Sections 3(E), 3(F), 3(G), 3(H) and 3(I). Section 4, 5 and 6 also specify certain duties with respect to the Whitecaps in relation to supplies and equipment.
 - D. Payments. The Whitecaps shall make the following scheduled payments to St. Mary’s:
 - On July 15:

Rent :	\$ 1	(100%)
Electric:	\$ 150	(½ of scheduled amt)
Water:	\$ 75	(½ of scheduled amt)
Toilet:	\$ 125	(½ of scheduled amt)
Maintenance:	\$ 999	(½ of scheduled amt)
Total:	\$1,350	
 - On August 15:

Maintenance:	<u>\$1,000</u>	(½ of scheduled amt)
--------------	----------------	----------------------
 - On September 30:

Maintenance:	\$ 999	(½ of scheduled amt)
Electric:	\$ 150	(or as revised - see 3(E))
Water:	\$ 75	(or as revised - see 3(F))
Toilet:	<u>\$ 125</u>	(or as revised - see 3(G))
Total:	\$1,349	(or as revised)

Plus any other costs as under Section 3(I) or 4
 - E. Utility costs - Electric: Subject to the following, the Whitecaps shall pay St. Mary’s a total of \$300 towards electrical costs. Notwithstanding the foregoing, St. Mary’s shall provide a copy of the electric bills for the months covering June, July and August. In the event that the total of these invoices is less than \$500, then the total amount owing by the Whitecaps to St. Mary’s shall be so reduced. In the event that the total of these invoices is more than \$700, then the total amount owing by the Whitecaps to St. Mary’s shall be so increased.
 - F. Utility costs - Water: Subject to the following, the Whitecaps shall pay St. Mary’s

a total of \$150 towards water costs. Notwithstanding the foregoing, St. Mary's shall provide a copy of the water bills for the months covering June, July, August and September. In the event that the total of these invoices is less than \$250, then the total amount owing by the Whitecaps to St. Mary's shall be so reduced. In the event that the total of these invoices is more than \$400, then the total amount owing by the Whitecaps to St. Mary's shall be so increased.

- G. Utility costs - Toilet: Subject to the following, the Whitecaps shall pay St. Mary's a total of \$250 towards toilet costs. Notwithstanding the foregoing, St. Mary's shall provide a copy of the toilet bills for the months covering June, July and August. In the event that the total of these invoices is less than \$450, then the total amount owing by the Whitecaps to St. Mary's shall be so reduced. In the event that the total of these invoices is more than \$600, then the total amount owing by the Whitecaps to St. Mary's shall be so increased.
- H. General Maintenance: The Whitecaps shall pay St. Mary's a total of \$1,999 towards the usual and ordinary general maintenance of the Memorial Ballfields.
- I. Other costs. The Whitecaps shall pay for any other damages arising under this Sub-Lease. St. Mary's shall provide an invoice for such other damages arising under this Sub-Lease to the Whitecaps, who must make payment in ten (10) days.

- 4. Maintenance of fields/Improvements. With respect to any use of the Memorial Ballfields, the Whitecaps must return the condition of the field to which it was prior to each use by the Whitecaps. This would, but not be limited to, the following: infield must be dragged, the pitching mound properly restored, and the batting area properly restored, trash all removed, field secured. All maintenance by the Whitecaps must be as required by the St. Mary's baseball coach, as may be amended from time to time in the coach's sole and reasonable discretion.

In the event that the field maintenance contractor for St. Mary's is required to spend additional time in order to carry out the maintenance duties required upon the Whitecaps, the field maintenance contractor shall itemize the time necessary to carry out such corrective maintenance as well as any out-of-pocket expenses. The time shall be billed at \$25 per hour. Such labor and costs shall be invoiced as under Section 3(F) above.

The Whitecaps shall, by no later than May 15, 2018, have constructed a bullpen in the left-field foul territory in the area already designated by the parties.

Other improvements of the field are encouraged, however the Whitecaps may not make any improvements unless so approved by both St. Mary's and the City.

- 5. Equipment / Buildings.
 - A. The Whitecaps may not use any equipment belonging to St. Mary's without first receiving permission from the St. Mary's field maintenance manager. The

Whitecaps shall be responsible to pay for any damage to any such equipment. On the permitted dates, the Whitecaps shall be permitted:

- i. Use of dugouts, batting cages, press box and supply areas.
 - ii. Bases and related equipment to install bases, rakes and lawn tractor and related equipment necessary to restore the baseball field.
- B. The Whitecaps must supply all other equipment and baseball supplies not listed above, including uniforms, bats, balls, chalk, and any and all other items necessary for baseball contests and practices.
- C. In order to avoid any misunderstandings, the Whitecaps shall provide a written list of all equipment it owns or is otherwise obtaining to the field manager for St. Mary's. At the end of this Sub-Lease, there should be no misunderstandings about any equipment to be removed by the Whitecaps, which should be on this list.

6. Concessions.

- A. St. Mary's has an agreement with Coca-cola which requires that all drink products sold at the Memorial Ballfields must be purchased through the Coca-cola distributor, and the Whitecaps shall be subject to this requirement.
- B. The Whitecaps has purchased a portable 3-compartment sink, which allows the concession stand to be compliant with all governmental regulations, and which shall be jointly used under this Sub-Lease. (This item shall be listed under Section 5(C)).
- C. Both parties may use the concession stand building.
- D. The Whitecaps may use St. Mary's equipment within the concession stand and the grill. (If the Whitecaps provide equipment for the concession stand, St. Mary's may use that equipment, and if the Whitecaps intend to remove such equipment, those items must be listed under Section 5(C)).
- E. With respect to inventory, prior to the end of St. Mary's season, St. Mary's and the Whitecaps shall cooperate to share inventory. During this period. St. Mary's shall adopt a procedure for the reporting of inventory by both parties at the end of each contest. At the end of a St. Mary's contest, St. Mary's shall make a report of the inventory. At the end of a Whitecaps' contest, the Whitecaps shall make a report of the inventory. St. Mary's shall purchase and supply all inventory. St. Mary's shall periodically provide written invoices to the Whitecaps for the cost of the inventory used by the Whitecaps, who must make payment within ten (10) days.

At the end of St. Mary's season, St. Mary's shall remove their inventory (or sell it

to the Whitecaps at cost). Thereafter, the Whitecaps shall purchase and supply all inventory for the rest of the Whitecaps' season and St. Mary's shall have no responsibilities with respect to inventory.

- F. It is absolutely essential that the Whitecaps return the concession stand to a good and clean condition. If not, St. Mary's may make claim for the same.
7. Signs. All present and permanent signage existing shall remain in place. If the Whitecaps are to utilize signage, it must be temporary, only utilized on Whitecap game dates. All signage used by the Whitecaps must be removed prior to any St. Mary's contest.
8. Liability/Indemnification.
- A. The Whitecaps agree to indemnify and hold the City and St. Mary's harmless from and against all liability for injuries to persons or damage to property caused by the Whitecaps use or occupancy of the demised premises; and provided further that the Whitecaps shall give the City and St. Mary's prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the City or St. Mary's, and the City or St. Mary's shall have the right to compromise and defend the same to the extent of its own interest only upon prior written consent of the Whitecaps.
- B. The Whitecaps agree to carry liability insurance during the existence of the term for personal injury and property damage in a sum not less than \$1,000,000.00 single limit for each accident or occurrence for the protection of the City and St. Mary's. The City and St. Mary's shall be an additional named insured on such policy of insurance, and proof of said insurance shall be delivered to the City and St. Mary's on or before June 1, 2018.
9. Alcohol
- A. The Whitecaps intend on obtaining a license to sell alcohol during Whitecaps' contest. St. Mary's has no authority to provide permission to the Whitecaps as it relates to alcohol. The Whitecaps must obtain a separate license from the City as it relates to the sale of alcohol. It is clearly understood that St. Mary's shall have no connection or control over alcohol at Memorial Field or anywhere. The Whitecaps shall be the party that is in total and complete control of the alcohol. The Whitecaps shall be completely responsible for any and all alcohol related to the use of the premises. There shall be absolutely no alcohol on the premises except during Whitecaps contests.
- B. In the event such license is granted by the City to the Whitecaps, the Whitecaps agree to carry dram shop liability insurance in a sum not less than \$1,000,000.00 single limit for each accident or occurrence. Said coverage shall name the City and St. Mary's as additional insured parties, and proof of said insurance shall be

delivered to the City and St. Mary's on or before June 1, 2018.

10. Original Lease Agreement / Consent.

A. The Whitecaps expressly agree to be bound to all of the terms under the Lease Agreement between the City and St. Mary's, as a sub-lessee.

B. The City hereby consents to the terms of this Sub-Lease.

11. Assignment. The Whitecaps may not at any time assign this Sub-Lease or any part thereof without the express written approval of the City and St. Mary's.

ST. MARY'S CATHOLIC SCHOOLS

By: Fr. Timothy Friedrichsen, Pastor

Date

STORM LAKE WHITECAPS, L.L.C.

By: Joe Kucera, Manager

Date

CONSENT GIVEN BY:

CITY OF STORM LAKE, IOWA

Michael Porsch, Mayor

Date

ATTEST:

Mayra Martinez, City Clerk

EXHIBIT "A"
2018 GAME SCHEDULE FOR THE WHITECAPS

2018 schedule

June

1. At Carroll
2. SF home
3. At Albert Lea
6. At SF
8. At Ames
9. Albert Lea home
10. SF home
15. At Albert Lea
16. At Carroll
17. Bancroft home
19. Carroll home
21. At SF
22. SF home
23. Carroll home
24. At Carroll
27. SF home
28. At SF
29. Bancroft home
30. At SF

July

1. At Carroll
 3. At Albert Lea
 4. Carroll home
 6. Ames home
 7. At Bancroft
 8. Carroll home
 12. At Ames
 13. Albert Lea home
 14. At SF
 15. SF home
 18. Albert Lea home
 19. At Carroll
 20. At Bancroft
 21. Bancroft home
 25. Carroll home
 26. At Bancroft
 27. Ames home
- Playoffs start on July 28

Staff Summary

4/16/2018

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: **Public Hearing for the Removal of Library Board Member**

BACKGROUND: Per City Code Section 2-12-5 of the Storm Lake, any member of a Board, Commission, or Agency may be removed for caused if they fail to attend three (3) or more meetings.

Nathan Deters whose term ends June 2018 has not been to any Library Board of Trustee meetings since 2017. There have been repeated attempts to contact and obtain letter of resignation.

Prior to an official removal of board members, the City shall hold a public hearing.

FISCAL IMPACT: N/A

RECOMMENDATION: Open Hearing
Hear Comments
Close Hearing

ATTACHMENTS:

Description	Type
□ 2017 Board Calendar	Contract
□ 2018 Board Calendar	Backup Material

Name	Times	Jan	Feb	March	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Hudspeth	12	x	x	x	x	x	x	x	x	x	x	x	x
Clough	8		x		x	x	x			x	x	x	x
Deters	0												
Elliason	10	x	x	x		x	x	x	x			x	x
Freking	8	x		x	x	x		x			x	x	x
Hughes	9			x	x	x	x	x	x		x	x	x
Lyngass	9	x		x	x			x		x	x	x	x
Sims	0												
Wells	11	x	x	x	x	x	x	x	x		x	x	x

Staff Summary

4/16/2018

Agenda Item # 10.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Resolution No. 83-R-2017-2018 Approving the Removal of Library Board Member**

BACKGROUND: Per City Code Section 2-12-5 of the Storm Lake, any member of a Board, Commission, or Agency may be removed for caused if they fail to attend three (3) or more meetings.

Nathan Deters whose term ends June 2018 has not been to any Library Board of Trustee meetings since 2017. There have been repeated attempts to contact and obtain letter of resignation.

FISCAL IMPACT: N/A

RECOMMENDATION: Approve Resolution No. 83-R-2017-2018 Removing Nathan Deters as a Library Board of Trustee

ATTACHMENTS:

Description	Type
☐ 2017 Board Calendar	Contract
☐ 2018 Board Calendar	Backup Material
☐ Resolution No. 83-R-2017-2018	Resolution

[illegible]

Name	Times	Jan	Feb	March	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Hudspeth	12	x	x	x	x	x	x	x	x	x	x	x	x
Clough	8		x		x	x	x			x	x	x	x
Deters	0												
Elliason	10	x	x	x		x	x	x	x			x	x
Freking	8	x		x	x	x		x			x	x	x
Hughes	9			x	x	x	x	x	x		x	x	x
Lyngass	9	x		x	x			x		x	x	x	x
Sims	0												
Wells	11	x	x	x	x	x	x	x	x		x	x	x

RESOLUTION NO. 83-2017-2018

**RESOLUTION FOR THE REMOVAL OF NATHAN DETERS FROM
THE LIBRARY BOARD OF TRUSTEES**

WHEREAS, Per City Code Section 2-12-5 of the Storm Lake, any member of a Board, Commission, or Agency may be removed for caused if they fail to attend three (3) or more meetings.;

WHEREAS, Nathan Deters whose term ends June 2018 has not been to any Library Board of Trustee meetings since 2017;

WHEREAS, a public hearing was held on April 16, 2018 for any public comments on this matter;

IT IS HEREBY RESOLVED by the City Council of Storm Lake Iowa to remove Nathan Deters, as of April 16, 2018 from the Storm Lake Library Board of Trustees.

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

Michael Porsch, Mayor

ATTEST

Mayra A. Martinez, City Clerk

Staff Summary

4/16/2018

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: David Derragon, Assistant City Manager

SUBJECT: **Motion Setting a Public Hearing Proposed Community Development Block Grant (CDBG) Application - Housing 2018**

BACKGROUND: We are setting a public hearing for April 30, 2018 at Noon for the proposed Community Development Block Grant application for a housing rehabilitation program funding.

FISCAL IMPACT: None

RECOMMENDATION: Set the Public Hearing for April 30, 2018 at Noon at the City Council Chambers

Staff Summary

4/16/2018

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: Mayra Martinez, City Clerk

SUBJECT: **City Council Requested Items**

BACKGROUND: Future City Council Work Sessions:

Unscheduled Items:

1. Mandatory Garbage Collection (Rice)
2. Removal of Rental Inspections (Rice)
3. Review Nuisance Abatement Ordinance (Rice)
4. Resolution regarding requesting a convention to the State of Iowa for regulating money in elections

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. Mandatory Garbage Collection (Rice)
2. Removal of Rental Inspections (Rice)
3. Review Nuisance Abatement Ordinance (Rice)
4. Resolution regarding requesting a convention to the State of Iowa for regulating money in elections

Staff Summary

4/16/2018

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: **Recess City Council Meeting Council will Reconvene at the Library to Attend a Library Reception**

BACKGROUND: The Library Board and Friends of the Library are hosting a reception to meet and greet the City of Storm Lake officials.

No official action(s) anticipated.

FISCAL IMPACT:

RECOMMENDATION: