

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

FEBRUARY 19, 2018

5:00 PM



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

AGENDA

1. Hear the Public
2. Consent Agenda
 - A. Buy Local Information
 - B. Approve Consent Agenda
3. **Public Hearing On A Proposal To Amend The City Code By Updating The Referenced Electrical Code To The Most Recent Edition**
4. **Ordinance No. 05-O-2017-2018 Amending The City Code By Updating The Referenced Electrical Codes and Standards To The Most Recent Edition - 1st Reading**
5. **Motion Setting Public Hearing on Fiscal Year 2018-2019 Budget**
6. **Approval of Professional Services Agreement with Bolton & Menk for the Casino Lift Station Odor Control Project**
7. **Approval of Professional Services Agreement with Bolton & Menk for Memorial Park Water Quality Improvements Project**
8. **Motion to Approve Salud! Funding Request for Leading Communities**
9. **Approval of Professional Services Agreement with Augustana University for Phase 1 Archaeological Services for the Wastewater Treatment Wetlands Project**
10. **Resolution No. 63-R-2017-2018 Awarding Bid for the 7th and Geneseo Street Sanitary Sewer Improvements**
11. **Public Hearing for Sale and Disposition of Real Estate**
12. **Resolution No. 64-R-2017-2018 Approving Sale and Disposition of Real Estate and Partial Satisfaction of Obligation**
13. **Resolution No. 65-R-2017-2018 Awarding Contract for the 10th and Ontario Stormwater Project**
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.*



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Staff Summary

2/19/2018

Agenda Item # A.



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

FROM: Mayra Martinez, City Clerk

SUBJECT: **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	\$86,886.22
Contracts/Agreements	\$215,163.67
Local Businesses	\$63,807.72
Buena Vista County Business	\$6,428.48
Non-Local Business	\$80,331.79
Total Expenses	\$452,617.88
Please see attachment for supporting documents	

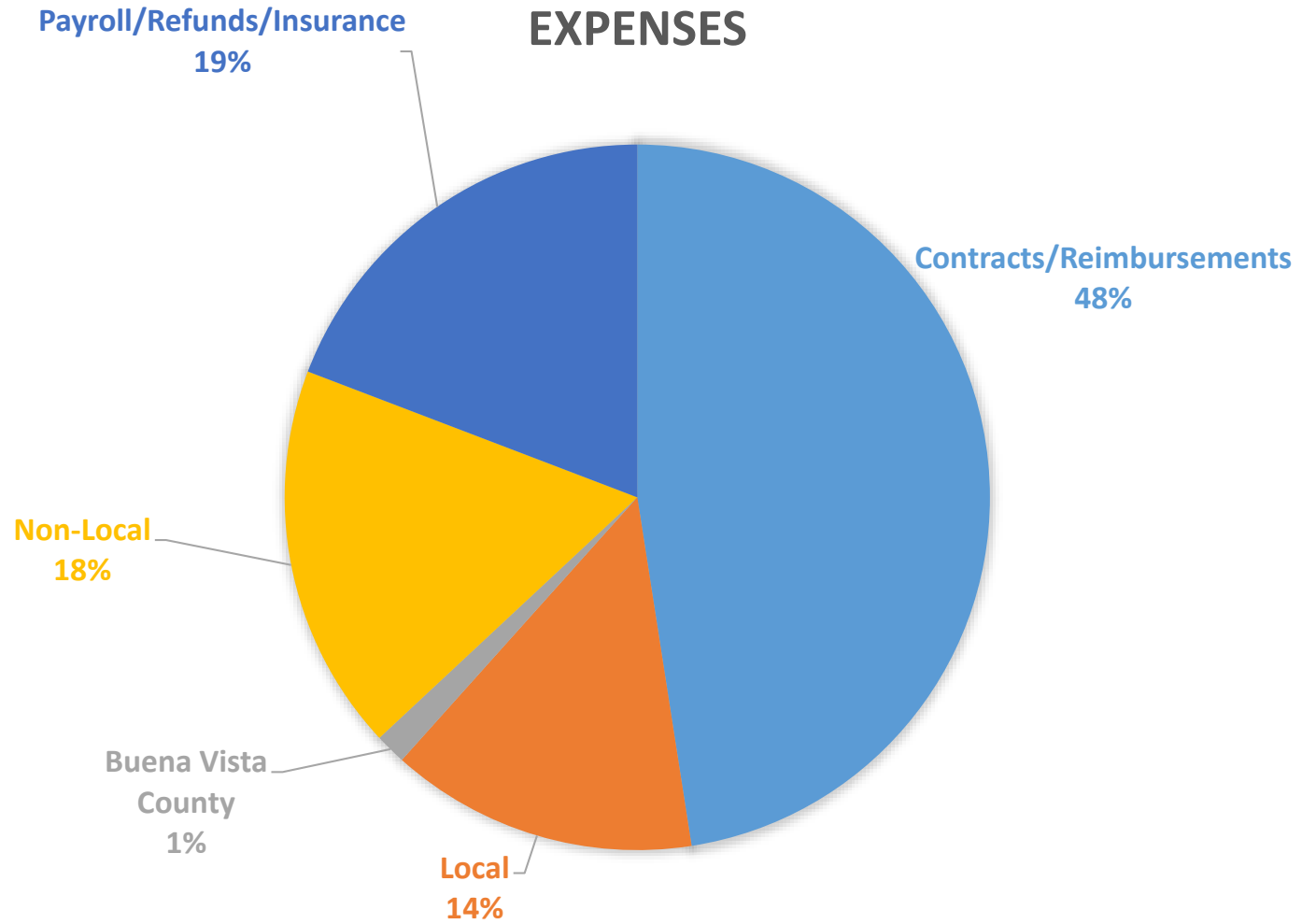
RECOMMENDATION:

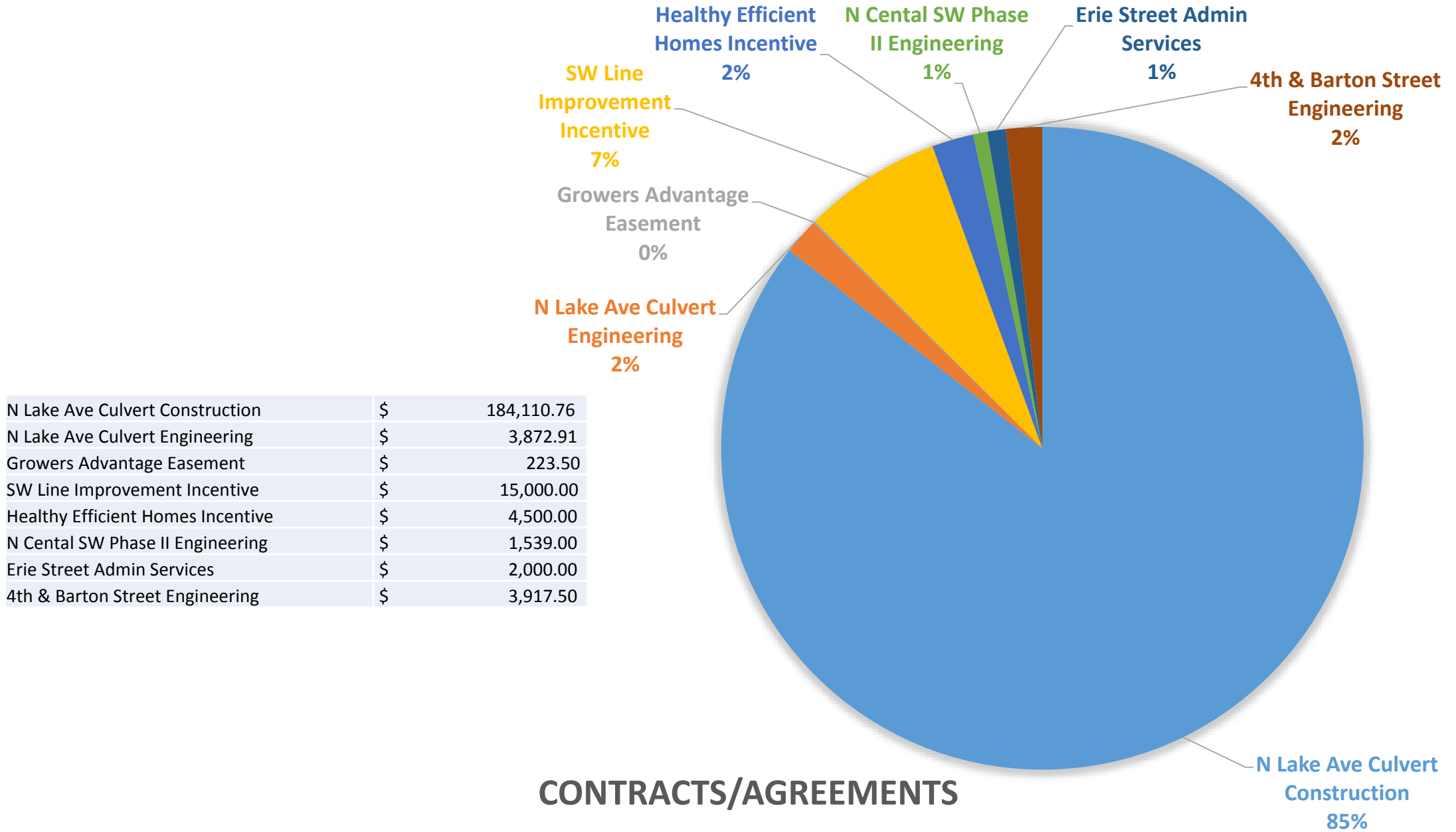
Review Buy Local Information

ATTACHMENTS:

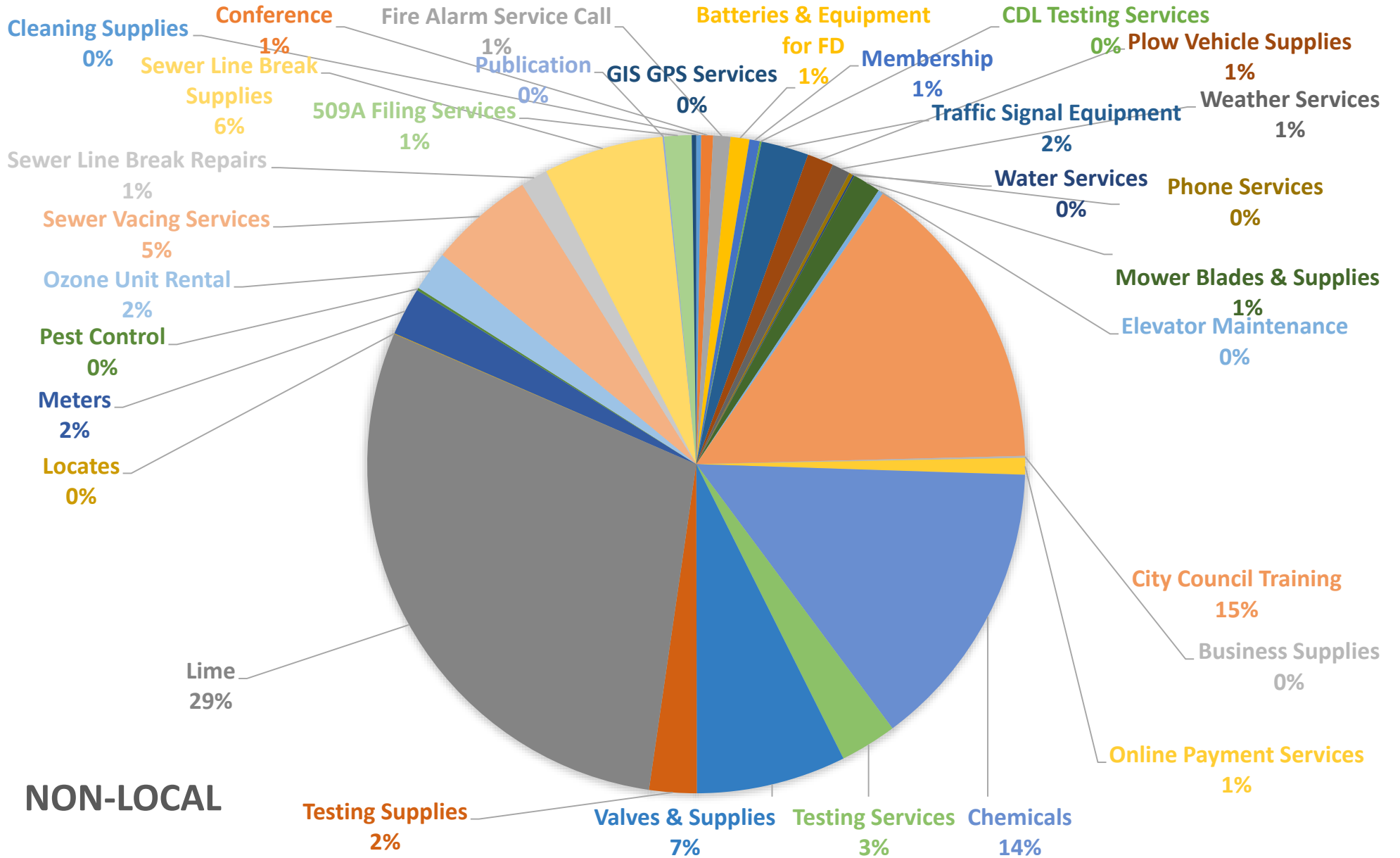
Description	Type
 Supporting Documents	Backup Material

Payroll/Refunds/Insurance	
\$ 86,886.22	
Contracts/Agreements	
\$215,163.67	
Local Businesses	
\$ 63,807.72	
Buena Vista County Business	
\$ 6,428.48	
Non-Local Business	
\$ 80,331.79	
Total Expenses	
\$452,617.88	



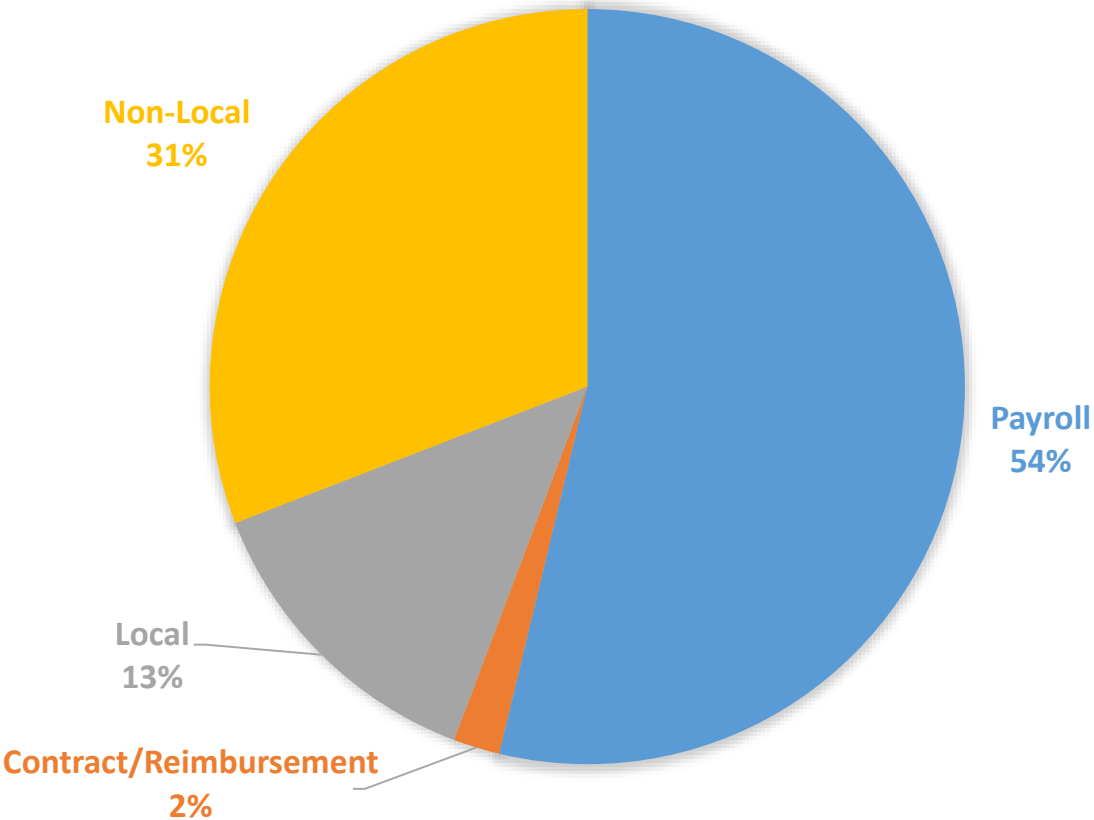


Cleaning Supplies	\$ 194.00
Conference	\$ 467.73
Fire Alarm Service Call	\$ 677.50
Batteries & Equipment for FD	\$ 745.39
Membership	\$ 405.00
CDL Testing Services	\$ 74.00
Traffic Signal Equipment	\$ 1,873.72
Plow Vehicle Supplies	\$ 1,037.72
Weather Services	\$ 720.00
Phone Services	\$ 157.22
Water Services	\$ 67.31
Mower Blades & Supplies	\$ 1,100.58
Elevator Maintenance	\$ 202.86
City Council Training	\$ 12,035.61
Business Supplies	\$ 78.12
Online Payment Services	\$ 657.00
Chemicals	\$ 11,499.42
Testing Services	\$ 2,241.00
Valves & Supplies	\$ 5,909.67
Testing Supplies	\$ 1,867.91
Lime	\$ 23,441.32
Locates	\$ 25.70
Meters	\$ 1,896.34
Pest Control	\$ 100.00
Ozone Unit Rental	\$ 1,587.00
Sewer Vacing Services	\$ 4,150.00
Sewer Line Break Repairs	\$ 1,063.45
Sewer Line Break Supplies	\$ 4,743.92
Publication	\$ 61.80
509A Filing Services	\$ 1,075.00
GIS GPS Services	\$ 175.50

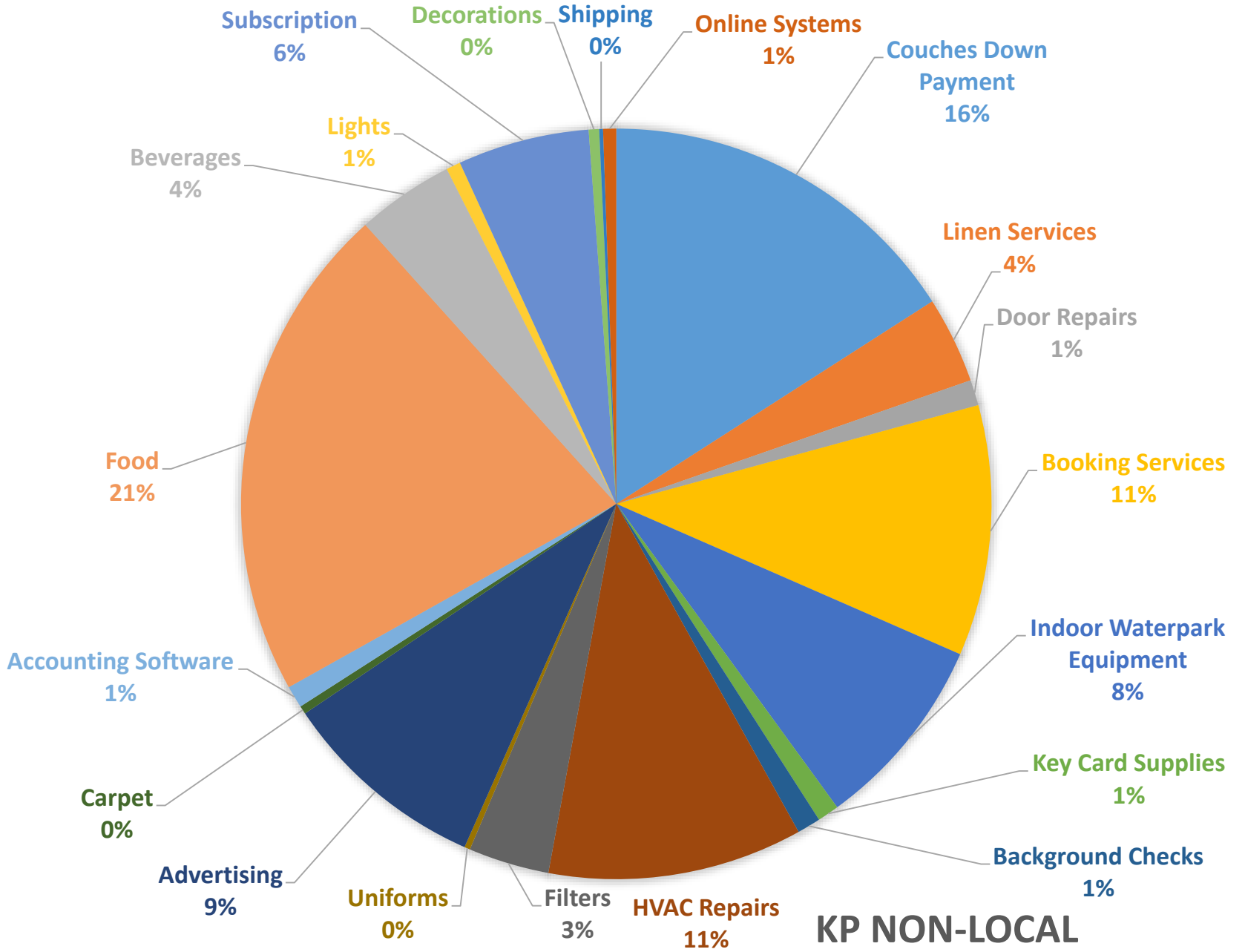


KING'S POINTE EXPENSES

Payroll	\$ 69,725.28
Contract/Reimbursement	\$ 2,581.77
Local Expenses	\$ 17,345.00
Non-Local	\$ 40,062.25
Total Expenses	\$129,714.30



Couches Down Payment	\$	6,382.00
Linen Services	\$	1,493.63
Door Repairs	\$	441.35
Booking Services	\$	4,326.55
Indoor Waterpark Equipment	\$	3,373.77
Key Card Supplies	\$	374.66
Background Checks	\$	404.00
HVAC Repairs	\$	4,397.09
Filters	\$	1,394.01
Uniforms	\$	99.00
Advertising	\$	3,582.14
Carpet	\$	142.32
Accounting Software	\$	382.69
Food	\$	8,598.82
Beverages	\$	1,681.48
Lights	\$	248.00
Subscription	\$	2,270.00
Decorations	\$	179.46
Shipping	\$	66.03
Online Systems	\$	225.25



Staff Summary

2/19/2018

Agenda Item # B.



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

FROM: Mayra Martinez, City Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe and Sunrise Pointe disbursements for approval
- Approve the February 5, 2018 City Council Minutes
- Approve renewal liquor license for Dollar General and Boathouse (contingent of dram shop submittal)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$452,617.88
- King's Pointe & Sunrise Pointe Golf Course Bills - \$129,714.30

The City will receive the following revenues:

- Liquor license renewal - \$1,145.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ Minutes - February 5, 2018	Minutes
☐ List of Bills	List of Bills
☐ King's Pointe and Golf Course - List of Bills	List of Bills
☐ Boathouse - Liquor License Application	Application
☐ Boathouse - Liquor License Police Report	Backup Material
☐ Dollar General Application	Application
☐ Dollar General Police Report	Backup Material

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

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

Staff present: City Manager Keri Navratil, Assistant City Manager David Derragon, City Attorney Phil Havens, Public Safety Director Mark Prosser, Fire Chief Mike Jones, Building Official Scott Olesen, Public Services Supervisor Scott Bonebrake, Finance Director Brian Oakleaf, Staff Accountant Tyler Gibbins, 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 Rice to approve the consent agenda which includes the list of bills check #57437 through 57590, King's Pointe and Sunrise Pointe disbursements, City Council Minutes for the two meetings held on January 15, 2018, renewal liquor license for Casey's General #2497 and Lakeshore and Jimmy's Bar & Grill, and tax abatement applications for 697 Hyland Drive, 1124 E 8th Street, 1426 Seneca, 1432 Seneca, 1438 Seneca, 1305 Seneca, 1100 Kelvin, and 1326 Michigan Street. Seconded by Council Member Smith. Vote: All ayes with Council Member Carlson absent. Motion carried.

Hopper Annexation – Mayor Porsch opened the public hearing for the Hopper annexation request for the property located at 1506 E Milwaukee stating that this was the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Moved by Council Member Rice to adopt Resolution No. 52-R-2017-2018 approving Voluntary Annexation for the property located at 1506 E Milwaukee requested by Charlotte Joyce Hopper. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Carlson absent. Motion carried.

RESOLUTION NO. 52-R-2017-2018

**RESOLUTION APPROVING VOLUNTARY ANNEXATION
OF TERRITORY IN UNINCORPORATED BUENA VISTA COUNTY**

WHEREAS, on November 20, 2017, by Resolution No. 30-R-2017-2018, the City Council duly resolved that the application for voluntary annexation received from the owner of real estate, identified below as Parcel A, requesting that the City voluntarily annex the real estate, be set down for hearing on February 5, 2018 at 5:00 P.M., in the Council Chambers at City Hall.

The real estate generally is adjacent to the northeastern boundary of the City of Storm Lake, located south of 600th Street and east of Redwood Drive, a private road. The owner of the real estate and description of the real estate are as follows:

Parcel A, located at 1506 E. Milwaukee Avenue, Storm Lake, Iowa, identified for taxation purposes as Parcel Number 14-02-201-008, having an area of .861 acre, owned by Charlotte Joyce Hopper, and legally described as:

LOT TWO (2), BLOCK ONE (1), FERRY'S SUB-DIVISION OF PART OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SECTION TWO (2), TOWNSHIP NINETY (90) NORTH, RANGE THIRTY-SEVEN (37) WEST OF THE 5TH P.M.

WHEREAS, the real estate proposed to be annexed adjoins 600th Street, also known as East Milwaukee Avenue, a Buena Vista County, Iowa road, on the north boundary of such real estate;

WHEREAS, that part of the 600th Street right-of-way that adjoins and lies between the north boundary of the real estate described above and the centerline of 600th Street should be included with the real estate the applicant seeks to annex in the territory to be annexed pursuant to the application.

WHEREAS, the composite legal description of the entire territory proposed to be annexed, including the part of the 600th Street right-of-way specified above, is attached as Exhibit "A," a map of the territory proposed to be annexed showing its boundary in relationship to the adjoining boundary of the City of Storm Lake, Iowa and adjacent land and landowners is attached as Exhibit "B" and a map of the of the territory proposed to be annexed showing its boundary in relationship to the existing City of Storm Lake boundaries and to the existing City of Lakeside boundaries is attached as Exhibit "C."

WHEREAS, the territory proposed to be annexed adjoins the boundary of the City of Storm Lake in the northeastern part of such city and is outside the boundaries of any other city;

WHEREAS, after timely notice to the Buena Vista County, Iowa Board of Supervisors and the Hayes Township Trustees, a consultation meeting was held on December 14, 2017, attended by City Manager Keri Navratil and City Attorney Philip E. Havens. No Buena Vista County, Iowa Supervisors or Hayes Township Trustees attended.

WHEREAS, the Buena Vista County Auditor has been provided the legal description of the real estate proposed to be annexed, and the list of the titleholders of such real estate and of all adjoining land, and has confirmed in writing that such names and legal description are accurate and complete;

WHEREAS, the Buena Vista County Board of Supervisors did not adopt a resolution, within thirty days after the consultation meeting, stating whether or not it supports the application for annexation or whether it takes no position in support of or against this 100% voluntary annexation;

WHEREAS, due notice of said hearing was published in the Storm Lake Times on January 12, 2018, as provided by law, setting forth the time and place for hearing on said proposed annexation;

WHEREAS, due notice of said hearing was sent by certified or regular mail on January 12, 2017, to all affected utilities, to the City of Lakeside, Iowa (the only city other than the City of Storm Lake located within two miles of the real estate proposed to be annexed), to the Board of Supervisors of Buena Vista County, Iowa, to the County Attorney of Buena Vista County, Iowa, to the Chairperson of the Board of Supervisors of Buena Vista County, Iowa, to the Attorney General of the State of Iowa, to the Iowa Department of Transportation, to Northwest Iowa Planning and Development Commission, and to the owners of land adjoining the territory proposed to be annexed, as required by Section 368.5 and 368.7 of the Iowa Code;

WHEREAS, in accordance with said notices, those interested in the annexation, both for and against, have been given opportunity to be heard with respect thereto and have presented their views to the City Council and that hearing has now been closed; and

WHEREAS, the said notices also gave notice that, if the City Council approves the annexation of the territory described on attached Exhibit "A," the City Council would consider making the annexed territory, with an estimated population of one person, part of the Storm Lake 1st Voting Precinct, in which precinct the annexation territory is already included under a joint agreement with Buena Vista County, Iowa for the sharing of voting precincts.

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

1. The annexation of the territory described on attached Exhibit "A" is consistent with the City's long range plans for the area, and is hereby approved.

2. Given that, in their applications for annexation, the owner of the real estate proposed to be annexed waived the right to withdraw the applications within three business days after this public hearing, the City Clerk, without delay, is hereby authorized and directed to forward to the

City Attorney for filing with the City Development Board a certified copy of this resolution with Exhibits “A,” “B,” and “C” and of the affidavit of publication of the public notice of the hearing on this proposed annexation.

3. The City Attorney is hereby authorized and directed to seek approval of this 100% voluntary annexation, in its entirety and each part thereof, by the City Development Board in accordance with the procedures established by Iowa Code Chapter 368.

4. The real estate described on attached Exhibit “A” is, for purposes of Iowa Code Section 368.24 and all other purposes, proclaimed annexed to the City of Storm Lake, Iowa, subject, however, to approval by the City Development Board established under Chapter 368 of the Code of Iowa, and effective when such Board has filed and recorded copies of applicable portions of the proceedings as required by Iowa Code Section 368.20, subsection 1, paragraph “b.”

5. At such time as the territory described on attached Exhibit “A” is effectively annexed, the annexed territory, with an estimated population of one person, is made part of the Storm Lake 1st Voting Precinct, in which precinct the annexation territory is already included under a joint agreement with Buena Vista County, Iowa for the sharing of voting precincts.

Passed and approved this 5th day of February, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

COMPOSITE LEGAL DESCRIPTION OF TERRITORY APPROVED FOR ANNEXATION

and

That part of the 600th Street right-of-way that adjoins and lies between the north boundary of the real estate described above and the centerline of 600th Street.



RESOLUTION SETTING HEARING ON A PROPOSAL TO ADOPT BY REFERENCE PARTS OR ALL OF A CERTAIN STATEWIDE OR NATIONALLY RECOGNIZED STANDARD CODE AND IOWA CODE SECTIONS AS PART OF AN ORDINANCE AMENDING THE CITY'S ELECTRICAL CODE AND PRESCRIBING NOTICE

WHEREAS, the City Council of the City of Storm Lake, Iowa has, from time to time, adopted by reference the provisions of certain statewide or nationally recognized standard codes or portions of such codes by ordinances which identify the codes by subject matter, source, and date, without setting them forth in full, as permitted by Iowa Code Section 380.10;

WHEREAS, the City Council of the City of Storm Lake, Iowa has, from time to time, adopted by reference the provisions of certain portions of the Code of Iowa related to such statewide or nationally recognized standard codes or portions of such codes by ordinances without setting them forth in full, also as permitted by Iowa Code Section 380.10;

WHEREAS, the City's Electrical Code is included among such codes that are adopted in whole or part by reference to statewide or nationally recognized standard codes and portions of the Code of Iowa;

WHEREAS, the City Council now intends to consider adopting an ordinance that amends and updates such codes by reference to updated statewide or nationally recognized standard codes and portions of the Code of Iowa;

WHEREAS, the updated statewide or nationally recognized standard code to be adopted in whole or part by reference include the National Electrical Code, 2017 Edition;

WHEREAS, the Iowa Code sections to be adopted in whole or part by reference are 100.1(5), 100.35, 103.1 and 103.6;

WHEREAS, Iowa Code Section 380.10 requires the Council to hold a public hearing on any proposed standard code or on the portion of the standard code to be adopted by reference and

to hold a public hearing on any portion of the Code of Iowa to be adopted by reference; and

WHEREAS, copies of the standard code or portions thereof and the portions of the Iowa Code proposed to be adopted by reference are available for review by members of the public at the office of the City Clerk of the City of Storm Lake, City Hall, 620 Erie Street, Storm Lake, Iowa.

NOW, THEREFORE, be it hereby resolved that this proposal to adopt by reference parts or all of such statewide or nationally recognized standard codes and Iowa Code sections as part of an Ordinance amending the City's Electrical Code shall be scheduled for public hearing at the Council Chambers at City Hall at the regular council meeting scheduled February 19, 2018, at 5:00 p.m. The City Clerk is directed to have a copy of this Resolution published in the Storm Lake Times on a date not less than four (4) days nor more than twenty (20) days prior to said meeting. The City Clerk is further directed to have available in the City Clerk's office at the Clerk's address shown above copies of the standard codes or portions thereof and the portions of the Iowa Code proposed to be adopted by reference for review by members of the public.

Passed and approved this 5th day of February, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra Martinez, City Clerk

Casino Lift Station – Moved by Council Member Engelmann approving negotiation of Professional Services with Bolton & Menk proposal for Engineering Services for the Casino Lift Station Odor Control Project. Seconded by Council Member Rice. Vote: All ayes with Council Member Carlson absent. Motion carried.

Alliant Energy Branching Out Grant – Moved by Council Member Ibarra to approve the 2018 Branching Out Grant Agreement. Grant award was in the amount of \$4,500 for the purchase and planting of 25 trees. Seconded by Council Member Smith. Vote: All ayes with Council Member Carlson absent. Motion carried

Purchasing Policy - Moved by Council Member Engelmann to adopt Resolution No. 54-R-2017-2018 approving updated purchasing policy. Seconded by Council Member Smith. Vote: All ayes with Council Member Carlson absent. Motion carried.

RESOLUTION NO. 54-R-2017-2018

RESOLUTION ADOPTING AN UPDATE TO THE CITY OF STORM LAKE
PURCHASING POLICY

BE IT RESOVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE

WHEREAS, the existing Storm Lake Purchasing Policy is in need of an update to contain appropriate guidelines and requirements for purchases made with Federal funds, which the City Council of the City of Storm Lake, Iowa desires to include; and

WHEREAS, the City Council continues to believe that it is the best policy of the City that the Purchasing Policy should be reduced to a written form; and

WHEREAS, the City Council of the City of Storm Lake feels it best to update the current Purchasing Policy to ensure that Federal funding is efficiently and appropriately expended; and

WHEREAS, it would be in the best interests of the City of Storm Lake and its employees if the revision of the Purchasing Policy be adopted effective February 5, 2018.

IT IS THEREFORE RESOLVED that the Storm Lake Purchasing Policy shall be updated to include appropriate language for guidelines and requirements for purchases made with Federal funds.

BE IT FURTHER RESOLVED that the updated Purchasing Policy adopted herein shall be effective both for persons presently employed by the City of Storm Lake as of the date of the enactment of this Resolution, and for all persons hired subsequent to the date of this Resolution.

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

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Capital Loan Notes - Mayor Porsch opened the public hearing for the loan agreement and the issuance of Notes to evidence the obligation of the city thereunder and resolution instituting proceedings to take additional action on Not to exceed \$725,000 General Obligation stating that this was the time and place for any comments. Hearing no comments the Mayor then closed the public hearing

Moved by Council Member Rice to adopt Resolution No. 55-R-2017-2018 authorizing the instituting proceedings to take additional action for the issuance of not to exceed \$725,000 General Obligation Capital Loan Notes. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Carlson absent. Motion carried

RESOLUTION NO. 55-R-2017-2018

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$725,000 GENERAL OBLIGATION CAPITAL LOAN
NOTES**

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$725,000 General Obligation Capital Loan Notes, for the essential corporate purposes, in order to provide funds to pay the costs of equipping the fire department, including the acquisition and equipping of fire trucks, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and following action is now considered to be in the best interests of the City and residents thereof.

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

That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$725,000 General Obligation Capital Loan Notes, for the foregoing essential corporate purposes.

This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

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

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Moved by Council Member Engelmann to adopt Resolution No. 56-R-2017-2018 authorizing the Issuance of \$700,000 General Obligation Capital Loan Notes, Series 2018, and Levying a Tax for the payment thereof. Seconded by Council Member Smith. Vote: All ayes with Council Member Carlson absent. Motion carried.

RESOLUTION NO. 56-R-2017-2018

**RESOLUTION AUTHORIZING THE ISSUANCE OF \$700,000
GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES
2018, AND LEVYING A TAX FOR THE PAYMENT THEREOF**

WHEREAS, the City of Storm Lake, State of Iowa ("Issuer"), is a municipal corporation, organized and existing under the Constitution and laws of the State of Iowa, and is not affected by any special legislation; and

WHEREAS, the Issuer is in need of funds to pay costs of equipping the fire department, including the acquisition and equipping of fire trucks (the "Project"), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, in the amount of not to exceed \$725,000 be issued; and

WHEREAS, the City Council has taken such acts as are necessary to authorize issuance of the Notes.

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

Authorization of the Issuance. General Obligation Capital Loan Notes, Series 2018, in the amount of \$700,000 shall be issued pursuant to the provisions of Iowa Code Sections 384.24A and 384.25 for the purposes covered by the hearing.

Levy of Annual Tax. For the purpose of providing funds to pay the principal and interest as required under Chapter 76.2, there is levied for each future year the following direct annual tax upon all the taxable property in the City of Storm Lake, State of Iowa, to wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$99,250.00	2018/2019
\$97,050.00	2019/2020
\$99,850.00	2020/2021
\$97,513.00	2021/2022
\$100,175.00	2022/2023
\$97,700.00	2023/2024
\$100,225.00	2024/2025
\$97,613.00	2025/2026

Principal and interest coming due at any time when the proceeds of the tax on hand are insufficient to pay the amount due shall be promptly paid when due from current funds available for that purpose and reimbursement must be made.

Amendment of Levy of Annual Tax. Based upon the terms of the future sale of the Notes to be issued, this Council will file an amendment to this Resolution ("Amended Resolution") with the County Auditor.

Filing. A certified copy of this Resolution shall be filed with the County Auditor of County of Buena Vista, State of Iowa, who shall, pursuant to Iowa Code Section 76.2, levy, assess and collect the tax in the same manner as other taxes and, when collected, these taxes shall be used only for the purpose of paying principal and interest on the Notes.

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

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Moved by Council Member Engelmann to adopt Resolution No. 57-R-2017-2018 Setting Monday, March 5, 2018 at 5:00 pm for a public hearing for not to exceed \$4,700,000 General Obligation Refunding Capital Loan Notes. Seconded by Council Member Ibarra. Vote: All ayes with Council Member Carlson absent. Motion carried.

RESOLUTION NO. 57-R-2017-2018

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$4,700,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF STORM LAKE, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

That this Council meet in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at _____ .M., on the 5th day of March, 2018, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$4,700,000 General Obligation Capital Loan Notes, for essential corporate purposes, the proceeds of which notes will be used to provide funds to pay the costs of refunding or refinancing certain outstanding indebtedness of the City, including General Obligation Capital Loan Notes, Taxable Series 2010, dated February 1, 2010; and General Obligation Annual Appropriation Urban Renewal Bonds, Series 2011, dated July 1, 2011.

The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the City's obligations to a principal amount of not to exceed \$4,700,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published between: February 13, 2018 and February 28, 2018)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF STORM LAKE, STATE OF IOWA, ON THE
MATTER OF THE PROPOSED AUTHORIZATION OF A
LOAN AGREEMENT AND THE ISSUANCE OF NOT TO
EXCEED \$4,700,000 GENERAL OBLIGATION CAPITAL
LOAN NOTES OF THE CITY (FOR ESSENTIAL CORPORATE
PURPOSES), AND THE HEARING ON THE ISSUANCE
THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Storm Lake, State of Iowa, will hold a public hearing on the 5th day of March, 2018, at _____ .M., in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$4,700,000 General Obligation Capital Loan Notes, for essential corporate purposes, to provide funds to pay the costs of refunding or refinancing certain outstanding indebtedness of the City, including General Obligation Capital Loan Notes, Taxable Series 2010, dated February 1, 2010; and General Obligation Annual Appropriation Urban

Renewal Bonds, Series 2011, dated July 1, 2011. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Storm Lake, State of Iowa, as provided by Sections 384.24A and 384.25 of the Code of Iowa.

Dated this _____ day of _____, 2018.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

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

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Moved by Council Member Rice to approve entering into a Bidding Agent Agreement with Piper Jaffray & Co.. Fee for the bidding services and compliance set not to exceed \$5,000. Seconded by Council Member Ibarra. Vote: All ayes with Council Member Carlson absent. Motion carried.

7th and Geneseo Street Sanitary Sewer Improvements – Mayor Porsch opened the public hearing for the 7th and Geneseo Street Sanitary Sewer Improvements stating that this was the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Moved by Council Member Engelmann to adopt Resolution No. 58-R-2017-2018 approving the 7th and Geneseo Street Sanitary Sewer Improvements plans, specifications, form of contract, and engineer's estimate. Seconded by Council Member Smith. Vote: All ayes with Council Member Carlson absent. Motion carried

RESOLUTION NO. 58-2017-2018

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF

**CONTRACT AND ESTIMATE OF COST FOR THE CITY OF STORM LAKE 7th
AND GENESEO STREET SANITARY SEWER IMPROVEMENTS**

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 7th and Geneseo Street Sanitary Sewer Improvement 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 5th day of February 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

3rd Addition URP – Mayor Porsch opened the Public Hearing on the proposed Amendment No. 1 to the Storm Lake 3rd Addition Urban Renewal Plan stating that this was the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Moved by Council Member Smith to adopt Resolution No. 59-R-2017-2018 adopting Amendment No. 1 to Storm Lake 3rd Addition Urban Renewal Plan. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Carlson absent. Motion carried.

RESOLUTION NO. 59-R-2017-2018

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 1 TO THE STORM LAKE 3RD ADDITION URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 15-R-2014-2015, adopted July 21, 2014, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Storm Lake 3rd Addition Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Storm Lake 3rd Addition Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Buena Vista County; and

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

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

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

and

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

and

A strip of land 100 feet wide formerly called the Chicago, Milwaukee, St. Paul and Pacific Railroad Right-Of-Way with the center line being the North And South Quarter Section of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M., Beginning at the Northeast (NE) Corner of Lot One (1), Block One (1), North Windsor Addition; thence one-hundred (100) feet East to the Northwest Corner of Lot One (1), Block One (1) of Maywood Second Addition; thence South Twelve Hundred Eighty-seven and Ten Hundredths (1287.10) feet along the East right-of-way line of said Railroad to the Southwest Corner of Lot Eight (8), Block Three (3), Maywood First Addition; thence Southwesterly to the Southeast Corner of Lot Twenty-one (21), Block One (1) North Windsor Addition; thence Twelve Hundred Ninety-five and Twenty-eight Hundredths (1295.28) feet North along the West right-of-way line of said Railroad to the point of beginning, in the City of Storm Lake, Buena Vista County, Iowa
and

A section of the East 13th Street right of way including: a part of the East Half (E $\frac{1}{2}$) Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence West along the South right of way line of East 13th Street to the point that it intersects with the East right of way line of North Seneca Street; thence North along the East right of way line of North Seneca Street to the point that it intersects with the North right of way line of East 13th Street; thence East along the North right of way line of East 13th Street to the point of beginning.

WHEREAS, a proposed Amendment No. 1 to the Storm Lake 3rd Addition Urban Renewal Plan ("Amendment No. 1" or "Amendment") for the Area described above has been prepared, which proposed Amendment No. 1 has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to remove land from the Area;
and

WHEREAS, this proposed Amendment No. 1 removes land, as follows:

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

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 1; and

WHEREAS, by resolution adopted on January 2, 2018, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 1 to the Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 1 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the City Manager, or her delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 1 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Storm Lake Times, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 1, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

That the findings and conclusions set forth or contained in Amendment No. 1 concerning the area of the City of Storm Lake, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

This Council further finds:

Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

The Plan, as amended, and Amendment No. 1 conform to the general plan for the development of the City as a whole; and

Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Area:

Residential use is expected and with reference to those portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

These are draft minutes Subject to Final Council Approval

That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

Non-residential use is not expected, however, with reference to any portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

That the Area, as amended, continues to be an economic development area within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403 of the Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

That Amendment No. 1 of the City of Storm Lake, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 1 to the Storm Lake 3rd Addition Urban Renewal Plan for the City of Storm Lake, State of Iowa"; Amendment No. 1 to the Plan of the City of Storm Lake, State of Iowa, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 1 with the proceedings of this meeting.

That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 1 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 1 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Buena Vista County, Iowa, to be filed and recorded in the manner provided by law.

That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 1, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

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

Michael Porsch, Mayor

ATTEST:

Mayra Martinez, City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

EXHIBIT 1

AMENDMENT NO. 1

TO

STORM LAKE 3RD ADDITION URBAN RENEWAL PLAN

CITY OF STORM LAKE, IOWA

**Original Plan Adopted – 2014
Amendment No. 1 – 2018**

**AMENDMENT NO. 1
to
STORM LAKE 3RD ADDITION
URBAN RENEWAL PLAN
CITY OF STORM LAKE, IOWA**

INTRODUCTION

The Storm Lake 3rd Addition Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Storm Lake 3rd Addition Urban Renewal Area (“Area” or “Urban Renewal Area”), adopted in 2014, is being amended to remove land from the Area by this Amendment No. 1 (“Amendment No. 1” or “Amendment”).

The material changes by this Amendment include the following:

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

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

AREA DESIGNATION

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

BASE VALUE

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

DESCRIPTION OF AREA

The legal description of the original Area and the legal description of the land being removed from the original Area by this Amendment is attached hereto as Exhibit A. A map of the original Area and the land being removed by this Amendment No. 1 is attached hereto as Exhibit B.

DEVELOPMENT PLAN/ZONING

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

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

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

PLAN OBJECTIVES

No changes are made by this Amendment.

TYPES OF RENEWAL ACTIVITIES

No changes are made by this Amendment.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

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

ELIGIBLE URBAN RENEWAL PROJECT(S) (Amendment No. 1)

No changes are made by this Amendment.

FINANCIAL DATA

1.	Current constitutional debt limit:	\$24,325,999
2.	Current outstanding general obligation debt:	\$16,346,984
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 1) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	\$0 This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area.

URBAN RENEWAL FINANCING

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

A. Tax Increment Financing

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

B. General Obligation Bonds

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

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

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

PROPERTY ACQUISITION/DISPOSITION

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

RELOCATION

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

URBAN RENEWAL PLAN AMENDMENTS

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

EFFECTIVE PERIOD

This Storm Lake 3rd Addition Urban Renewal Plan Amendment No. 1 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document the Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the “division of revenue,” as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. The division of revenues shall continue on the Area, as amended, for the maximum period allowed by law.

REPEALER AND SEVERABILITY CLAUSE

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

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

EXHIBIT A **Legal Descriptions**

Original Area

A part of the E ½ of the NE ¼ of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot 8, Block 1, Geisinger’s Commercial Second Addition to

the City of Storm Lake, Iowa thence North 00°20' East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 89°58' East a distance of 150.00 Feet; thence South 00°20' West a distance of 400.00 Feet to the South line of said NE ¼ and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South 89°58' West along the South line of said Northeast Quarter (NE ¼) a distance of 150.00 Feet to the place of beginning.

A part of the East Half (E ½) Northeast Quarter (NE ¼) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Commencing at the Southeast Corner of the Northeast Quarter (NE ¼) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE ¼ a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE ¼ and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE ¼ a distance of 1,126.20 Feet to the point of beginning.

and

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

and

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

and

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

Area Removed by Amendment No. 1

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

EXHIBIT B
Map of original Area

These are draft minutes Subject to Final Council Approval



EXHIBIT B
Map of Area After Amendment No. 1 Area Removed



EXHIBIT B (continued)
Map of Area After Amendment No. 1 Area Removed



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Real Estate Contract – Moved by Council Member Engelmann to approve the proposed Real Estate Contract between Larry Schultz, Andrea Schultz, and Jeffrey Schultz, Sellers, and the City, Buyer, and to authorize the Mayor and Clerk to sign all documents necessary to consummate the purchase and acquisition of the real estate and carry out the contract provisions. Seconded by Council Member Rice. Vote: All ayes with Council Member Carlson absent. Motion carried.

Moved by Council Member Rice to approve the proposed Temporary Easement Agreement between Grower's Advantage, Inc. and the City, and to authorize the Mayor and Clerk to sign all documents necessary to consummate the purchase and acquisition of the temporary easement and carry out the provisions of the Agreement. Seconded by Council Member Ibarra. Vote: All ayes with Council Member Carlson absent. Motion carried.

BP Reimbursing – Moved by Council Member Smith to adopt Resolution No. 60-R-2017-2018 approve reimbursing a portion of building permit and associated water and sewer fees with Healthy Efficient Homes, LLC. Amount not to exceed \$4,500.00. Seconded by Council Member Rice. Vote: All ayes with Council Member Carlson absent. Motion carried

RESOLUTION NO. 60-R-2017-2018

**A RESOLUTION REIMBURSING A PORTION OF
BUILDING PERMIT AND ASSOCIATED WATER AND
SEWER FEES WITH HEALTHY EFFICIENT HOMES,
LLC.**

WHEREAS, Healthy Efficient Homes, LLC. was awarded Workforce Housing Tax Credits for three single family homes on Seneca Street; and

WHEREAS, Single family homes will be constructed at 1426, 1432, and 1438 Seneca Street; and

WHEREAS, the Workforce Housing Tax Credit application requires the City of Storm Lake to assist the project; and

WHEREAS, Healthy Efficient Homes, LLC. is requesting that \$1,500 of the building permit and associated costs for sewer and water connections be waived for each new single family home built; and

WHEREAS, the project will add new assessable tax valuation to Storm Lake; and

WHEREAS, the City of Storm Lake is a duly recognized political subdivision of the State of Iowa action under the laws of the State of Iowa; and

WHEREAS, the City Council is the duly elected governing body of Storm Lake, Iowa; and

IT IS HEREBY RESOLVED by the City Council of Storm Lake Iowa as follows:

1. The City Council is in full support of the opportunity to promote housing development in Storm Lake, Iowa and fully supports the Application for Workforce Housing Tax Incentives.
2. City staff is authorized to reimburse Healthy Efficient Homes, LLC. \$1,500 per single family home constructed at 1426, 1432, and 1438 Seneca Street

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

Michael Porsch, Mayor

ATTEST

Mayra A. Martinez, City Clerk

Recreation Project Work Session – Misty Sanderson and Karen Kennan with the Storm Lake Recreation Project presented the City Council the group's idea of a Recreation Center in Storm Lake and requested the City Council a letter of support.

Moved by Council Member Engelmann to adopt Resolution No. 61-R-2017-2018 Considering Support for Storm Lake Recreation Project. Seconded by Council Member Rice. Vote: All ayes with Council Member Carlson absent. Motion carried.

RESOLUTION NO. 61–R-2017-2018

**A RESOLUTION IN SUPPORT OF EXPLORATION OF A
RECREATION CENTER IN STORM LAKE, IOWA**

WHEREAS, Volunteers in the community have an interest in exploring a recreation center concept in Storm Lake; and

WHEREAS, City Council supports a healthy active lifestyle for residents; and

WHEREAS, A healthy active lifestyle will improve productivity and lower health care costs; and

WHEREAS, the City of Storm Lake promotes a quality of life and is committed to the wellness of our Community; and

WHEREAS, the City of Storm Lake is a duly recognized political subdivision of the State of Iowa action under the laws of the State of Iowa; and

WHEREAS, the City Council is the duly elected governing body of Storm Lake, Iowa; and

IT IS HEREBY RESOLVED by the City Council of Storm Lake Iowa: The City Council supports further exploration of a recreation center concept in Storm Lake, Iowa.

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

Michael Porsch, Mayor

ATTEST

Mayra A. Martinez, City Clerk

Real Estate – Moved by Council Member Smith to adopt Resolution No. 62-R-2017-2018 setting Monday, February 19, 2018 at 5:00 pm public hearing for sale and disposition of real estate for the a lot transfer from the City of Storm Lake to the Storm Lake School District. Seconded by Council Member Rice. Vote: All ayes with Council Member Carlson absent. Motion carried.

RESOLUTION NO. 62-R-2017-2018

**RESOLUTION PROPOSING SALE AND DISPOSITION OF REAL ESTATE
AND PROVIDING NOTICE TO THE PUBLIC**

WHEREAS, the City of Storm Lake, Iowa (the “City”) is the owner of real estate described as:

Lot 24, Storm Lake 3rd Addition, in the City of Storm Lake, Buena Vista County, Iowa,

(the “Real Estate”);

WHEREAS, the City has received a proposal from the Storm Lake Community School District (the “District”), in the form of a proposed Real Estate Contract (the “Contract”) by and between the City and the District, pursuant to which the City would sell and convey the Real Estate to the District;

WHEREAS, the Real Estate is not needed by the City;

WHEREAS, under the Contract, the District, as consideration for the real estate conveyance, will satisfy \$15,000.00 of the original \$23,000.00 obligation owed by the City to the District for reimbursement of part of the cost of storm water line improvements initially paid by the District, pursuant to a Development Agreement between the City and the District dated September 20, 2010; and

WHEREAS, a copy of the Contract is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, 620 Erie Street, City of Storm Lake, Iowa.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City of Storm Lake, Iowa does hereby propose to sell, dispose of, and convey, the Real Estate to the District on the terms described above.

IT IS FURTHER RESOLVED that this proposal shall be scheduled for public hearing at the Council Chambers at City Hall at a regular council meeting scheduled for February 19, at 5:00 p.m. The City Clerk is further directed to have a copy of this Resolution published in the Storm Lake Times on a date not less than four (4) days nor more than twenty (20) days prior to said meeting.

Passed and approved this 5th day of February, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Budget - Keri Navratil presented the Council the 2018-2019 proposed budget for their review

Adjournment – Moved by Council Member Rice to adjourn the meeting at 6:05 pm. Seconded by Council Member Ibarra. Vote: All ayes with Council Member Carlson absent. Motion carried.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

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

Checks for Approval Report

From: 02/06/18 To 02/19/18
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00551.02.2018 Aflac Pretax	488.29
AFLAC	PR Batch 00551.02.2018 Aflac After tax	37.63
City of Storm Lake	PR Batch 00551.02.2018 Dental employee/child	3.00
City of Storm Lake	PR Batch 00551.02.2018 Dental insurance employee c	26.00
City of Storm Lake	PR Batch 00551.02.2018 Dental employee/spouse	27.69
City of Storm Lake	PR Batch 00551.02.2018 Dental insurance family	90.20
City of Storm Lake	PR Batch 00551.02.2018 125 Flexible Benefits	1,101.71
City of Storm Lake	PR Batch 00551.02.2018 Flex- Child Care	38.46
City of Storm Lake	PR Batch 00551.02.2018 Health Insurance Family	2,408.70
City of Storm Lake	PR Batch 00551.02.2018 Health Insurance Single	545.82
Collection Services Center	PR Batch 00551.02.2018 Child Support Payments to I	596.76
EFTPS	PR Batch 00551.02.2018 Federal Income Tax	11,642.97
EFTPS	PR Batch 00551.02.2018 FICA Employee Portion	5,399.20
EFTPS	PR Batch 00551.02.2018 FICA Employer Portion	5,399.20
EFTPS	PR Batch 00551.02.2018 Medicare Employee Portion	1,913.02
EFTPS	PR Batch 00551.02.2018 Medicare Employer Portion	1,913.02
ICMA Retirement Trust 457	PR Batch 00551.02.2018 ICMA	1,580.00
ICMA Retirement Trust 457	PR Batch 00551.02.2018 ICMA City Paid	370.94
ICMA Retirement Trust 457	PR Batch 00551.02.2018 ICMA City paid for Police	425.34
Iowa Public Employees	PR Batch 00551.02.2018 IPERS	4,840.95
Iowa Public Employees	PR Batch 00551.02.2018 IPERS City Share	7,265.33
ITT Hartford AMS RPVA	PR Batch 00551.02.2018 457 Hartford	500.00
Muni Fire/Police Retire	PR Batch 00551.02.2018 Muni Police/Fire Pension	3,708.24
Muni Fire/Police Retire	PR Batch 00551.02.2018 Muni Police/Fire Pension Ci	10,130.60
Teamsters Local Union 554	PR Batch 00551.02.2018 Union Dues	307.00
Treasurer State Of Iowa	PR Batch 00551.02.2018 State Income Tax	5,883.38

UNAVAILABLE

Department Total = 66,643.45

Police Department

Alliant Energy	Gas Service Dec/Jan 2018	528.51
Alta Body Shop	Towing to Rasmussen's	80.00
Alta Body Shop	January 2018 Towing Services	1,290.00
Central Iowa Distributing, Inc	Cleaning Supplies	194.00
Control System Specialists, LLC	Leaking Pipe Repairs	400.73
Control System Specialists, LLC	Boiler Controller & Relay Replacement	1,297.58
Genesis Development	Janitorial Services- January 2018	600.00
Graham Tire	New Tires (4)	638.28
Graham Tire	Tire Repairs	25.00
Iowa Office Supply Inc	Office Supplies	28.14
Iowa Peace Officers Association	2018 Training Conference- Weflen	50.00
Iowa Peace Officers Association	2018 Training Conference- Hayes	50.00
JNB Acquisition Corporation	Copier Maintenance Agreement	181.99
Long Lines Broadband	Phone Service February 2018	246.85
Mangold Environmental Testing	Shipping	7.63
Neuroth Kevin	Garbage Service January 2018	24.50
O'Reilly Auto Parts	Light for P-10	25.56
Paxton's Jewelry	Two Name Plates	16.00
ProElect/Professional Electronics	2018 Alarm Access	150.00
Rasmussen's	Brake Hose Replacement	243.60
Rasmussen's	Radiator Hose Replacement	325.51
Rasmussen's	Fill Cap Repairs	60.70
Rasmussen's	Warrenty Work	100.00
Simplex Grinnell LP	Service Call on Fire Alarm System	677.50
Solem Alyssa	Meal Reimbursement from State to Alyssa	143.71
Star Energy, LLC	Fuel January 2018	3,156.03

City of Storm Lake
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From: 02/06/18 To 02/19/18
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Storm Lake Bakery	Meeting Expense	67.50
Verizon Wireless Inc	Phone Service- January 2018	1,212.30

Police Department	Department Total =	11,821.62
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Fire Department

Alliant Energy	Gas Service Dec/Jan 2018	806.79
Arnold Motor Supply, LLP	Tubing & Supplies	6.09
Feld Equipment Company, Inc Ed M	Batteries (2)	132.00
Feld Equipment Company, Inc Ed M	Batteries (2)	113.50
Feld Equipment Company, Inc Ed M	Gloves (3)	234.00
Feld Equipment Company, Inc Ed M	Boot Covers	265.89
Julius Dennis R.	January 2018 FD Laundry Services- Less Tax	53.44
Long Lines Broadband	Phone Service February 2018	40.65
Mercy Medical Center	12/21/2017	516.00
Neuroth Kevin	Garbage Service January 2018	54.25
Stanton Electric, Inc	Pager Pouches	101.28
Star Energy, LLC	Fuel January 2018	118.70
Verizon Wireless Inc	Phone Service- January 2018	156.84

Fire Department	Department Total =	2,599.43
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Building Official

Havens Philip E	Legal Services- January 2018	1,827.00
International Code Council	FY2018 Membership- Olesen #0532000	135.00
Long Lines Broadband	Phone Service February 2018	60.97
Verizon Wireless Inc	Phone Service- January 2018	11.13

Building Official	Department Total =	2,034.10
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Animal Care

Johnson Dianne	Bd & Disp of Cats & Dogs	375.00
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Animal Care	Department Total =	375.00
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Roadway Maintenance

Alliant Energy	Gas Service Dec/Jan 2018	1,610.19
Arnold Motor Supply, LLP	Extension Bar & Supplies	9.98
Arnold Motor Supply, LLP	Switch	27.68
Arnold Motor Supply, LLP	Supplies	2.99
Arnold Motor Supply, LLP	Gloves	12.89
Buena Vista Co Engineer	Construction Services through 11/21/2017	184,110.76
Buena Vista Co Engineer	Engineering Services through 11/21/2017	3,872.91
City of Storm Lake	Battery #135	119.25
Fastenal Company	Anvil Assembly	47.90
Long Lines Broadband	Phone Service February 2018	56.41
Neuroth Kevin	Garbage Service January 2018	127.00
Occupational Medicine at Riverside UnityPoint Clinic	CDL Data Testing	74.00
Pilot Tribune	Public Service Position Advertising	107.00
Star Energy, LLC	Fuel January 2018	3,596.52
Storm Lake Ace Hardware Inc	Pipe	11.99
Storm Lake Ace Hardware Inc	Supplies	10.97
Storm Lake Ace Hardware Inc	Propane Exchange	18.99
Storm Lake Times The	Public Service Position Advertising	144.56
Verizon Wireless Inc	Phone Service- January 2018	104.56

City of Storm Lake
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From: 02/06/18 To 02/19/18
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Wiese Plumbing & Heating	Lennex Heater for Memorial	3,195.00
Roadway Maintenance		Department Total = 197,261.55
Signs & Signals		
General Traffic Controls Inc	Traffic Signal Equipment- E Milwaukee & Seneca	1,873.72
Signs & Signals		Department Total = 1,873.72
Snow Removal		
Arnold Motor Supply, LLP	Clarence Light	3.99
Arnold Motor Supply, LLP	Pin & Supplies #111	16.58
Arnold Motor Supply, LLP	Light	2.99
City of Storm Lake	Serviced #60	587.25
CNH Industrial America LLC	Supplies	27.43
Crysteel Truck Equipment Inc	Center Shoe	168.00
Crysteel Truck Equipment Inc	LED Lights (4)	656.00
Reinert Michael P	Straighten & Weld Snowblower Paddles	150.00
Storm Lake Truck & Trailer	Seal, Sensors, & Supplies- Less Tax	2,567.66
Telvent DTN, Inc	Weather Services through 5/14/2018	720.00
Snow Removal		Department Total = 4,899.90
Airport		
Century Link	Phone Service- February 2018	157.22
Havens Philip E	Eginton Legal Services- January 2018	297.50
Iowa Lakes Regional Water	Water Service- Janaury 2018	67.31
Iowa Public Airport Assn	2018 Membership	150.00
Airport		Department Total = 672.03
Transit		
DeWall Jeff	2nd Qtr FY2018	300.00
Transit		Department Total = 300.00
Library		
Alliant Energy	Gas Service Dec/Jan 2018	1,453.01
Genesis Development	Janitorial Services- January 2018	600.00
Long Lines Broadband	Phone Service February 2018	108.01
Neuroth Kevin	Garbage Service January 2018	38.25
Library		Department Total = 2,199.27
Parks Department		
Alliant Energy	Gas Service Dec/Jan 2018	255.70
Arnold Motor Supply, LLP	Solenoid	16.28
Arnold Motor Supply, LLP	Hyd, Fuel, Air, & Oil Filters	103.78
CNH Industrial America LLC	Supplies	116.84
CNH Industrial America LLC	Wire & Supplies	40.40
Long Lines Broadband	Phone Service February 2018	36.00
Neuroth Kevin	Garbage Service January 2018	205.50
R & R Products, Inc	Blades & Supplies	512.55

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Star Energy, LLC	Fuel January 2018	553.68
Storm Lake Hydraulics Co Inc	Hose & Ends	153.52
Verizon Wireless Inc	Phone Service- January 2018	156.84

Parks Department	Department Total =	2,151.09
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Golf Course		
Arnold Motor Supply, LLP	Filters	33.92
ProElect/Professional Electronics	2018 Alarm Access	150.00
Turfwerks	Cylinder & Supplies	296.09
Turfwerks	Cylinder	291.94

Golf Course	Department Total =	771.95
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Campgrounds		
Color-ize Inc	Campground Maps	407.00
Long Lines Broadband	Phone Service February 2018	102.00
Neuroth Kevin	Garbage Service January 2018	93.00

Campgrounds	Department Total =	602.00
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Shelter House		
Alliant Energy	Gas Service Dec/Jan 2018	324.83

Shelter House	Department Total =	324.83
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UNAVAILABLE		
Neuroth Kevin	Garbage Service January 2018	93.00
Storm Lake Times The	Claims Publication	20.40

UNAVAILABLE	Department Total =	113.40
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Economic Develop		
Grower's Advantage, Inc	Temporary Easement	223.50
Long Lines Broadband	Phone Service February 2018	20.32
Real Estate Specialists of Storm Lake, Inc	Purchase of Property at 2000 Goldwing Drive	315,000.00
Storm Lake Comm Schools	Storm Water Line Improvment Incentive Per Dev Agre	15,000.00

Economic Develop	Department Total =	330,243.82
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SLADC		
Storm Lake United	Pay Request #4 FY2018	7,000.00
SLADC	Department Total =	7,000.00

Storm Lake Sub-Division #5		
Storm Lake Times The	Public Hearing Publication	19.20

Storm Lake Sub-Division #5	Department Total =	19.20
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Legal Services

City of Storm Lake
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Checks for Approval Report

From: 02/06/18 To 02/19/18
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Havens Philip E	Hopper Annexation Legal Services- January 2018	462.00
Havens Philip E	Shultz Property Legal Services- January 2018	3,010.00
Havens Philip E	School Lot Sale Legal Services- January 2018	1,155.00

Legal Services	Department Total =	4,627.00
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City Hall Building

Alliant Energy	Gas Service Dec/Jan 2018	619.29
Genesis Development	Janitorial Services- January 2018	200.00
Julius Dennis R.	January 2018 CH Entrance Mats	59.30
Long Lines Broadband	Phone Service February 2018	73.22
Neuroth Kevin	Garbage Service January 2018	28.50
ProElect/Professional Electronics	2018 Alarm Access	150.00
Schumacher Elevator Company	Elevator Maintance Agreement	202.86
Verizon Wireless Inc	Phone Service- January 2018	52.28

City Hall Building	Department Total =	1,385.45
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Other Policy & Administration

Armstrong Leland Darryl	City Council/Head Retreat January 2018	12,035.61
Central Bank	Des Moines Register Subscription	2.42
Central Bank	1095 Federal E-File Fee	292.32
Central Bank	2018 Iowa Employment Training Registration- Hill	98.34
Central Bank	2018 IMMI Conference Registration- Navratil	150.00
Central Bank	2018 IMMI Conference Registration- Derragon	150.00
Graffix, Inc	Business Cards- Ibarra, Porsch, Smith	78.12
IMFOA	2018 Membership- Gibbins	6.66
IMFOA	2018 Membership- Oakleaf	16.67
IMFOA	2018 Membership- Martinez	16.67
Pilot Tribune	Legislative Forum Advertising	26.10
Storm Lake Times The	Legal Publications	238.25
Storm Lake Times The	Hopper Annexation Publication	15.20

Other Policy & Administration	Department Total =	13,126.36
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Water Administration

Accela, Inc #774375	January 2018 Web Payments Fee	164.25
Central Bank	2018 IMMI Conference Registration- Derragon	150.00
Central Bank	2018 IMMI Conference Registration- Navratil	150.00
Central Bank	2018 Iowa Employment Training Registration- Hill	98.33
Genesis Development	Janitorial Services- January 2018	200.00
IMFOA	2018 Membership- Oakleaf	16.67
IMFOA	2018 Membership- Martinez	16.67
IMFOA	2018 Membership- Gibbins	6.67
Long Lines Broadband	Phone Service February 2018	68.69
Verizon Wireless Inc	Phone Service- January 2018	52.28

Water Administration	Department Total =	923.56
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Water Plant

Alliant Energy	Gas Service Dec/Jan 2018	1,150.38
Chem-Sult Inc	Sodium Chlorite	3,266.84
DeZURIK, Inc	Valve	1,263.00
Fastenal Company	Supplies	50.74
Foundation Analytical Laboratory Inc	Testing Services	275.00

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Checks for Approval Report

From: 02/06/18 To 02/19/18
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Foundation Analytical Laboratory Inc	Testing Services	120.00
Foundation Analytical Laboratory Inc	Testing Services	277.00
Graham Tire	Tube	12.30
Hach Chemical Company	Testing Supplies	1,322.55
Hach Chemical Company	Testing Supplies	148.40
Hawkins, Inc	Azone	4,863.39
Hawkins, Inc	Azone Quantity Credit	-903.87
Hupp Electric Motors	Crane Repair Service Call	4,320.64
JNB Acquisition Corporation	Copier Maintenance Agreement	46.55
Kruger Trevor	Installation of New Glass- Less Tax	396.96
Long Lines Broadband	Phone Service February 2018	164.08
Mike's Electronics Inc	Service Call- Lime Press	97.50
Mike's Electronics Inc	Service Call- SCADA & Sodium Chlor	390.00
Mike's Electronics Inc	Service Call- Backwash Valve 2	320.11
Mike's Electronics Inc	Service Call- Lime Slaker	238.95
Mississippi Lime Company	Lime	4,823.27
Mississippi Lime Company	Lime	4,531.20
Mississippi Lime Company	Lime	4,782.17
Mississippi Lime Company	Lime	4,679.04
Mississippi Lime Company	Lime	4,625.64
Neuroth Kevin	Garbage Service January 2018	82.75
O'Reilly Auto Parts	Power Belt	66.30
PraxAir inc	Carbon Dioxide	1,076.14
Star Energy, LLC	Fuel January 2018	65.16
Storm Lake Ace Hardware Inc	Supplies	23.98
Storm Lake Ace Hardware Inc	PVC Pipe	13.97
Storm Lake Ace Hardware Inc	Supplies	17.94
Storm Lake Ace Hardware Inc	Supplies	10.98
Storm Lake Ace Hardware Inc	Pump Kit to Blow off Pit 1	17.99
Storm Lake Ace Hardware Inc	Vinyl Tube	4.90
Storm Lake Ace Hardware Inc	Extension Ladder	189.99
Storm Lake Ace Hardware Inc	Paint Brush, Paint Tray, & Supplies	126.91
Storm Lake Ace Hardware Inc	Epoxy & Supplies	7.37
USA Blue Book	Gasket, Valves, Fittings	419.18
USA Blue Book	Tanks with Covers	133.07
Verizon Wireless Inc	Phone Service- January 2018	261.40
Vessco Inc	Slaker & Gears	2,229.95
Vessco Inc	Slaker & Gears	1,292.51

Water Plant **Department Total =** 47,302.33

Water Distribution

Alliant Energy	Gas Service Dec/Jan 2018	667.42
Healthy Efficient Homes, LLC	Water Connection Incentive	750.00
Healthy Efficient Homes, LLC	Water Connection Incentive	750.00
Healthy Efficient Homes, LLC	Water Connection Incentive	750.00
Long Lines Broadband	Phone Service February 2018	69.58
North Lake Truck Repair	Air Drier Installation & Services	805.13
North Lake Truck Repair	Oil Filter	39.16
Plumbing & Heating Wholesale, Inc	Sealant	32.86
Rebnord Technologies Inc	Midwest Alarm for Controllers	250.00
Reinert Michael P	Tubing	9.40
Star Energy, LLC	Fuel January 2018	272.77
Storm City Auto Parts	Oil Filters & Oil Dry	25.05
Storm Lake Ace Hardware Inc	Strainer Hose	33.98
Underground Location Company	Locates	12.85
Utility Equipment Co	Ends and Clamps	305.16
Utility Equipment Co	Couplings	266.80

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Verizon Wireless Inc	Phone Service- January 2018	196.85
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Water Distribution	Department Total =	5,237.01
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Water Meters

A & A Automotive	Waterpump Replacement- Less Tax	396.60
Municipal Supply, Inc.	Meters	1,896.34
Star Energy, LLC	Fuel January 2018	106.07
Verizon Wireless Inc	Phone Service- January 2018	92.29

Water Meters	Department Total =	2,491.30
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Wastewater Administration

Accela, Inc #774375	January 2018 Web Payments Fee	164.25
Central Bank	2018 Iowa Employment Training Registration- Hill	98.33
Central Bank	2018 IMMI Conference Registration- Navratil	150.00
Central Bank	2018 IMMI Conference Registration- Derragon	150.00
Genesis Development	Janitorial Services- January 2018	200.00
IMFOA	2018 Membership- Gibbins	6.67
IMFOA	2018 Membership- Oakleaf	16.66
IMFOA	2018 Membership- Martinez	16.66
Long Lines Broadband	Phone Service February 2018	72.86
Verizon Wireless Inc	Phone Service- January 2018	52.28

Wastewater Administration	Department Total =	927.71
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Wastewater Treatment Plant

ABC Pest Control, Inc	Pest Control Services	100.00
Alliant Energy	Gas Service Dec/Jan 2018	524.76
Central Iowa Distributing, Inc	Cleaning Supplies	367.73
Control System Specialists, LLC	Boiler Repairs- Memorial LS	1,140.00
Control System Specialists, LLC	Filter Replacement- Headworks Building	190.00
Control System Specialists, LLC	Combustion Air Switch- Memorial LS	475.89
Foundation Analytical Laboratory Inc	Testing Services	1,139.00
Foundation Analytical Laboratory Inc	Testing Services	430.00
Iowa Office Supply Inc	Office Desk	670.00
JNB Acquisition Corporation	Copier Maintenance Agreement	38.25
Larson Oil & Distributing Co, Inc	Propane	3,058.00
Neuroth Kevin	Garbage Service January 2018	67.00
Ozone Solutions, Inc	Second Month of Ozone Rental	1,587.00
Pedersen Kane	Grade 2 WW Operator Application Fee	60.00
Pedersen Kane	Grade 2 WW Operator Registration Fee	30.00
Recycle Center Harold Rowley	Recycling	26.00
Recycle Center Harold Rowley	Recycling	31.72
Rehab Systems Inc.	Vac Lift Station at WWTP	550.00
Star Energy, LLC	Fuel January 2018	1,119.70
Storm Lake Ace Hardware Inc	Pipe & Supplies	39.53
Storm Lake Ace Hardware Inc	Sealant, Caulk & Supplies	110.92
Storm Lake Ace Hardware Inc	Supplies	137.89
US Peroxide, LLC	Facility & Maintenance Agreement	750.00
Verizon Wireless Inc	Phone Service- January 2018	313.68
Wigman Company	Pipe & Supplies for Main Break	575.95

Wastewater Treatment Plant	Department Total =	13,533.02
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Wastewater Collection

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

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From: 02/06/18 To 02/19/18
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Healthy Efficient Homes, LLC	Sewer Connection Incentive	750.00
Healthy Efficient Homes, LLC	Sewer Connection Incentive	750.00
Healthy Efficient Homes, LLC	Sewer Connection Incentive	750.00
Municipal Pipe Tool Co., LLC	Memorial Sewer Break- On Call Services	487.50
Rehab Systems Inc.	24" Sewer Break Repairs	3,600.00
Star Energy, LLC	Fuel January 2018	140.52
Underground Location Company	Locates	12.85
Utility Equipment Co	Pipe for Break	4,056.80
Utility Equipment Co	Flex Cap	687.12

Wastewater Collection

Department Total = 11,234.79

Landfill

Accela, Inc #774375	January 2018 Web Payments Fee	164.25
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Landfill

Department Total = 164.25

Storm Water Administration

Accela, Inc #774375	January 2018 Web Payments Fee	164.25
Genesis Development	Janitorial Services- January 2018	200.00

Storm Water Administration

Department Total = 364.25

Storm Water Collection

Bolton & Menk, Inc	Construction Services through 1/31/2018	1,539.00
I&S Group, Inc.	Final Design Services through 1/31/2018	3,917.50
Simmering-Cory Inc	4th/Final Milestone Admin Services	2,000.00
Storm Lake Times The	Notice to Bidder & Public Hearing Publication	61.80

Storm Water Collection

Department Total = 7,518.30

Insurance

Auxiant - Claims Account	2/5/2018 Claims	17,245.91
Auxiant - Claims Account	2/12/2018 Claims	893.96
Auxiant - Flex Account	1/31/2018 Flex Claims	697.57
Auxiant - Flex Account	2/7/2018 Flex Claims	465.12
Insurance Strategies Consulting	2017- 509A Study	975.00
State of Iowa, Commerce-Insurance Division	2017 Filing Fee- 509A	100.00

Insurance

Department Total = 20,377.56

UNAVAILABLE

Central Bank	Healthy Eating Challenge Awards	59.99
Central Bank	Healthy Eating Challenge Awards	41.35
Sugar Bowl Gift Shop	Eating Healthy Challenge Awards	79.92

UNAVAILABLE

Department Total = 181.26

Vehicle Maintenance

Arnold Motor Supply, LLP	Supplies	5.22
Arnold Motor Supply, LLP	Supplies	16.14
Arnold Motor Supply, LLP	Wire Set #25	30.91

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Arnold Motor Supply, LLP	Gloves & Supplies #26	39.31
Arnold Motor Supply, LLP	Supplies	11.59
Arnold Motor Supply, LLP	Resistor Block	54.08
Arnold Motor Supply, LLP	Washer Hose & Supplies	20.92
Crysteel Truck Equipment Inc	LED Lights (4)	213.72
Fastenal Company	Shop Supplies	390.88
Fastenal Company	Safety Glasses & Supplies	19.08
Reinert Michael P	Thread Repair on Hyd Cylinder	300.00
Storm Lake Hydraulics Co Inc	Hyd Hose & Ends	161.74

Vehicle Maintenance

Department Total = 1,263.59

Technology

Bolton & Menk, Inc	GPS Services through 1/31/2018	175.50
Long Lines Broadband	Internet Service February 2018	894.95
Rebnord Technologies Inc	2 Factor Auth	375.00
Rebnord Technologies Inc	My AntiSpam	75.00
Rebnord Technologies Inc	IT Service Agreement	3,333.33
Rebnord Technologies Inc	IT Service Agreement- Fiber Network	200.00

Technology

Department Total = 5,053.78

Grand Total = 767,617.88

Operating
City of Storm Lake
Check Register
From 2/2/2018 to 2/16/2018

Vendor	Description	Amount
Weigand Omega Management Payroll	Payroll	68,979.26
Weigand Omega Management Payroll	Payroll	746.02
Jason Bjerk	Reimbursement	60.00
Roman Coley Davis	Reimbursement	2,461.77
American Leather Holdings, LLC	Equipment	6,382.00
Ameripride Services, Inc.	Services	1,493.63
Arnold Motor Supply, LLP	Supplies	5.45
Assa Abloy Hospitality Inc.	Services	374.66
Automatic Door Group	Services	441.35
Bomgaars Supply Inc.	Supplies	1,111.97
Booking.com B.V.	Services	226.65
Central States Group	Services	3,373.77
City of Storm Lake- Water Dept.	Utilities	4,857.75
Clears Inc.	Services	404.00
Color-ize	Supplies	1,457.00
Midwestern Mechanical of Iowa, Inc.	Services	3,944.59
Crescent Electric Supply Company	Supplies	105.78
Daniels Filter Service	Supplies	1,394.01
Expedia, Inc.	Services	2,033.10
Ferguson Enterprises Enterprises Inc #1657	Supplies	441.89
Genesis Development	Services	120.00
Graphic Edge	Supplies	99.00
Hawk-I Plumbing, Inc.	Services	452.50
HyVee	Food	209.90
Iowa Information Inc.	Services	779.95
Julius Cleaners	Services	262.10
KAYL/KKIA	Advertising	400.00
Citadel Communications Company LTD dba KCAU TV	Advertising	2,726.94
King's Pointe Resort	Services	301.00
Loews Carpet One	Services	142.32
Long Lines LLC	Utilities	2,735.38
M3 Accounting + Analytics	Services	382.69
Melanders	Supplies	949.95
Office Elements	Supplies	627.01
Michael P. Reinert dba Olsen Welding & Machine	Services	45.00
Pasquales Food Service Inc.	Food	270.00
Bottling Group, LLC dba Pepsi Beverages Company	Bevrages	1,681.48
Premium Quality Lighting	Supplies	248.00
Builders FirstSource Inc	Supplies	93.92
Quore Systems, LLC	Services	570.00
Rebnord Technologies, Inc.	Services	2,697.63
Rex Rimmer	Reimbursement	60.00
Rowley Company LLC	Services	179.46
Sac County Newspapers Inc.	Advertising	75.25
Sceptre Hospitality Resources, LLC	Services	1,944.00
Storm Lake Ace Hardware	Supplies	115.45
Storm Lake Community School District	Services	500.00
Storm Lake Times	Advertising	297.51
STR, Inc.	Services	1,700.00
Sysco Iowa, Inc.	Food	8,328.82
Travel and Transport, Inc.	Services	122.80
UPS	Services	66.03
US Foods, Inc.	Food	VOID
Vista Paints	Supplies	10.31
Vizergy	Services	225.25
		129,714.30

Applicant License Application (LC0031228)

Name of Applicant: Boathouse, Inc.
Name of Business (DBA): Boathouse
Address of Premises: 502 Lake Ave
City Storm Lake **County:** Buena Vista **Zip:** 50588
Business (712) 732-1462
Mailing 502 Lake Ave
City Storm Lake **State** IA **Zip:** 50588

Contact Person

Name Gary Gaffney
Phone: (712) 732-1462 **Email** karrolchristensen1@hotmail.com

Classification Class C Liquor License (LC) (Commercial)

Term:12 months

Effective Date: 02/26/2018

Expiration Date: 02/25/2019

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: Privately Held Corporation
Corporate ID Number: XXXXXXXXXX **Federal Employer ID** XXXXXXXXXX

Ownership

Gary Gaffney

First Name: Gary **Last Name:** Gaffney
City: Storm Lake **State:** Iowa **Zip:** 50588
Position: Owner
% of Ownership: 100.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: The Ohio Security Insurance Company
Policy Effective Date: 02/26/2018 **Policy Expiration** 02/26/2019
Bond Effective **Dram Cancel Date:**
Outdoor Service Effective **Outdoor Service Expiration**
Temp Transfer Effective Date **Temp Transfer Expiration Date:**

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: January 8, 2018

REFERENCE: LIQUOR LICENSE RENEWAL
BOATHOUSE
502 LAKE AVE

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

	02-08-2016 to 02-05-2017	02-06-2017 to 01-05-2018
INCIDENTS		
Accident	2	0
Assault	0	1
Bar Check	1	0
Business Assist	1	0
Business Security	8	1
Domestic	0	1
Found Property	1	0
General Information	1	0
Interpretation	1	0
Keys Locked in Car	0	2
Law Department Assist	1	0
PR/Talk/Presentation	2	1
Traffic Stop	1	0
ARREST		
Warrant Arrest	1	0

Recommendation: Approval of liquor license.

Applicant License Application (BC0029887)

Name of Applicant: <u>DOLGENCORP, LLC</u>		
Name of Business (DBA): <u>Dollar General Store #1047</u>		
Address of Premises: <u>1423 LAKE AVE</u>		
City <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>
Business <u>(712) 732-2034</u>		
Mailing <u>100 Mission Ridge</u>		
City <u>Goodlettsville</u>	State <u>TN</u>	Zip: <u>37027</u>

Contact Person

Name <u>Katie Durham</u>	
Phone: <u>(615) 855-4000</u>	Email <u>tax-beerandwinelicense@dollargeneral.com</u>

Classification Class C Beer Permit (BC)

Term:12 months

Effective Date: 03/01/2018

Expiration Date: 02/28/2019

Privileges:

Class B Wine Permit

Class C Beer Permit (BC)

Sunday Sales

Status of Business

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

Ownership

Dollar General Corporation

First Name: <u>Dollar</u>	Last Name: <u>General Corporation</u>	
City: <u>Goodlettsville</u>	State: <u>Tennessee</u>	Zip: <u>37027</u>
Position: <u>Non-Member Manager</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Lawrence Gatta

First Name: <u>Lawrence</u>	Last Name: <u>Gatta</u>	
City: <u>Brentwood</u>	State: <u>Tennessee</u>	Zip: <u>37027</u>
Position: <u>Non-Member Manager</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

James Thorpe

First Name: <u>James</u>	Last Name: <u>Thorpe</u>	
City: <u>Gallatin</u>	State: <u>Tennessee</u>	Zip: <u>37066</u>

Position: non member manaher

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: FEBRUARY 8, 2018

REFERENCE: LIQUOR LICENSE RENEWAL
DOLLAR GENERAL
1423 N LAKE AVE

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

	02-08-2016 to 02-05-2017	2-6-2017 to 2-5-2018
INCIDENTS		
911 Hang up Call	0	1
Accident	3	1
Arrest	0	1
Business Assist	1	1
Business Security	31	25
Disturbance	0	1
Domestic	0	1
Drug Investigation	1	0
Fight	1	0
Found Property	1	0
Harassment	1	0
Hit and Run Property Damage	0	1
Intoxicated Pedestrian	1	0
Juvenile Problem	1	0
Keys Locked In Car	6	3
Law Department Assist	1	1
Lost Property	1	0
Motorist Assist	1	0
Parking Complaint	1	0
PR/Talk/Presentation	4	1
Reckless Driver	0	1
Street Beat	11	2
Subpoena Service	2	0
Theft	4	1
Vehicle Stop	10	9

Violation No Contact Order	2	0
Warrant Service	1	0

ARRESTS

Disorderly Conduct	0	1
Possession Controlled Substance	2	0
Possession Drug Paraphernalia	1	0
Sell Alcohol to Minor	1	0
Theft	1	1
Warrant Service	1	0

Recommendation: Approval of liquor license.

Staff Summary

2/19/2018

Agenda Item # 3.



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

REPORT TO: Honorable Mayor and City Council

FROM: Scott Olesen, Building Official

SUBJECT: **Public Hearing On A Proposal To Amend The City Code By Updating The Referenced Electrical Code To The Most Recent Edition**

BACKGROUND:

The City Code adopts by reference the National Electrical Code.

The Electrical Code is produced by the National Fire Protection Association, this organization updates the Electrical code on a three year cycle.

At this time, City staff is proposing to update from the 2014 version of the National Electrical Code to the 2017 National Electrical Code.

Updating to the current code editions will bring the City into line with the Electrical Code adopted by the State of Iowa. The National Electrical Code is mandated Statewide. Additionally, the City of Storm Lake is reviewed every three years by the Insurances Services Offices (ISO), which provides ratings for building departments which is then used for setting insurance rates. A City's ISO rating is also used by FEMA in responding to natural disasters. Adopting more current codes will help to maintain our current rating.

Adopting the most current codes is important to keep pace with new materials and techniques in the industry as well.

Council must first hold a Public Hearing on the proposed amendment to the current City Code, and then hold the first reading of the proposed amendment to the City Code which appears later on the Council agenda.

A copy of the proposed Ordinance and the amendments is attached for your review.

FISCAL IMPACT: Legal fees and publication are estimated to be \$300.00

RECOMMENDATION: Open the public hearing, receive input, close the public hearing.

ATTACHMENTS:

Description	Type
 Ordinance 05-O-2017-2018	Ordinance

ORDINANCE NO. 05-O-2017-2018

ORDINANCE AMENDING CHAPTER 5-4 OF TITLE V OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TITLED “ELECTRICAL CODE AND REGULATION OF ELECTRICIANS,” TO ADOPT BY REFERENCE THE MOST RECENT EDITION OF THE NATIONAL ELECTRICAL CODE, WITH MODIFICATIONS, AND CERTAIN RELATED IOWA CODE SECTIONS, AND TO GENERALLY UPDATE THE PROVISIONS OF THE ELECTRICAL CODE AND REGULATION OF ELECTRICIANS

WHEREAS, the City Council of the City of Storm Lake, Iowa, has determined that Chapter 5-4 of Title V of the City Code of the City of Storm Lake, Iowa should be amended to generally update the City’s electrical code and regulations concerning electricians, including, but not limited to, the adoption by reference of the most recent edition of the National Electrical Code, with certain modifications;

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

Section 1. Chapter 5-4 of Title V of the City Code of the City of Storm Lake, Iowa, is hereby amended as follows:

a. Section 5-4-3, captioned, “Electrical Code Adopted,” is deleted and, in lieu thereof, the following new Section 5-4-3, captioned “Electrical Code Adopted,” is inserted:

Section 5-4-3 Electrical Code Adopted

After published notice and public hearing as required by law, the National Electrical Code, 2017 Edition, as published and approved by the National Fire Protection Association but as adopted and amended from time to time by the electrical examining board within the division of state fire marshal of the Iowa Department of Public Safety pursuant to Iowa Code Sections 100.1, 100.35, 103.1, and 103.6 and administrative rules pursuant thereto is hereby adopted as the Electrical Code for the City, subject to the modifications made by this Section 5-4-3. The National Electrical Code, 2017 Edition, as so adopted and amended, and Iowa Code Sections 100.1, 100.35, 103.1, and 103.6 are hereby incorporated by reference, subject to the modifications set forth below in this Section 5-4-3. All installations, repair or replacement of electrical equipment within the City shall be made in conformance with the Electrical Code for the City and no permit shall be issued by the Electrical Inspector for such a project if the plans and specifications are not in conformance with that Code.

A copy of the National Electrical Code, 2017 Edition, as adopted and amended by the electrical examining board within the division of state fire marshal of the Iowa Department of Public Safety, shall be maintained in the office of the Building Official and shall be available for public inspection during all normal business hours.

Notwithstanding the provisions of the National Electrical Code, 2017 Edition, as adopted and amended by the electrical examining board within the division of state fire marshal of the Iowa Department of Public Safety, the following provisions shall apply:

(A) All business buildings (either erected, altered or converted for such purpose), public buildings, schools, churches, oil stations, warehouses, bulk oil plants, institutional buildings, apartment houses and all buildings except dwelling houses of not more than two (2) families, shall be wired throughout with rigid conduit, armored cable, flexible steel conduit, metal raceway, electrical metallic tubing, metal clad cable, or electrical non-metallic tubing in accordance with NEW requirements, provided, however, that armored cable or flexible steel conduit may be used only where it is impractical to use rigid conduit or electrical metallic tubing, and further provided that in remodeling work in the buildings above mentioned, metal surface raceway may be used in remodeling, where, in the opinion of the Electrical Inspector, it is impractical to install rigid conduit or electrical metallic tubing. However, in all structures having four (4) or more dwelling units, a feeder must be installed to each dwelling unit branch circuit panel and run in conduit or electric metallic tubing. Each individual dwelling unit may be wired in metallic armored cable (BX) or non-metallic sheath cable (Romex).

(B) Basements of all dwelling houses shall be wired in rigid conduit or electric metallic tubing with the same provision for the use of armored cable or flexible steel conduit as provided in the preceding paragraph, provided that where the entrance switch or panel is on a floor other than the basement, the conduit must be continuous from such switch or panel and connect to the basement conduit. The balance of buildings used as dwelling houses for not more than two (2) families and private garages may be wired with non-metallic sheathed cable.

(C) All sign boards or poster boards shall be wired in rigid conduit, electric metallic tubing, or electrical non-metallic tubing.

b. Section 5-4-6, captioned, "Permits," is deleted and, in lieu thereof, the following new Section 5-4-6, captioned "Permits," is inserted:

Section 5-4-6 Permits

No electrical equipment shall be installed within or on any building, structure or premises, publicly or privately owned, nor any alterations or additions made in existing equipment, without first securing a permit therefor from the Electrical Inspector except that a permit shall not be required to construct, maintain or install any of the following classes of electrical work:

(A) Routine maintenance as defined in Iowa Code Section 103.1(16).

(B) The installation, alteration or repair of electrical equipment installed by or for any electrical supply agency, for the use of such agency, in the generation, transmission, distribution or metering of electricity.

(C) Any work involved in the manufacturing, testing, servicing, altering or repairing of electrical equipment or apparatus, except that this exemption shall not include any permanent wiring.

(D) Inspections and an electrical permit are not required if all of the following conditions apply:

1. The installation is performed by a licensed Electrical Contractor, Residential Electrical Contractor or their employees.
2. The installation does not in any way involve work within a new or existing switchboard or panelboard.
3. The installation does not exceed 30 amps.
4. The installation does not exceed 277 volts, single phase.

c. Section 5-4-8, captioned, "Applicant Required To Be Licensed, Exception," is deleted and, in lieu thereof, the following new Section 5-4-8, captioned "Applicant Required To Be Licensed, Exception," is inserted:

Section 5-4-8 Applicant Required To Be Licensed, Exception

No permits for the installation or alteration of any electrical equipment shall be issued to any person, unless the applicant therefor is the owner of a license entitling such applicant to secure permits for and to execute the work described in the application for the permit, except that a homeowner shall be entitled to a permit for an existing residence in which he/she resides, in accordance with State licensing requirements. New homes must be wired by a Master Electrician, licensed by the State of Iowa.

d. Section 5-4-10, captioned, "Inspection," is deleted and, in lieu thereof, the following new Section 5-4-10, captioned "Inspection," is inserted:

Section 5-4-10 Inspection

Upon the completion of any installation or alteration requiring an electrical permit it shall be the duty of the person making the installation or alteration to notify the Electrical Inspector who shall inspect the installation or alteration within twenty-four (24) hours of the time such notice is given, exclusive of Saturdays, Sundays, and holidays, or as soon thereafter as practical. If the Electrical Inspector shall find such installation or alteration in conformity with the provisions of this Chapter, he/she shall inform the person making such installation or alteration verbally of his/her approval. The Electrical Inspector shall provide notice of approval to the serving electrical utility at the time of service connection as required by the specific serving utility. When any electrical equipment is to be hidden or concealed from view by the permanent placement of parts of the building, the person installing the equipment shall notify the Inspector and such equipment shall not be concealed until it has been inspected and approved by him/her, or until twenty-four (24) hours following notification, exclusive of Saturdays, Sundays and holidays provided that on any large installation, where the concealment of equipment proceeds continuously, the person installing such equipment shall give the Electrical Inspector due notice, and inspection shall be made periodically during the progress of the work period.

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

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

PASSED AND APPROVED this ____ day of _____, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

2/19/2018

Agenda Item # 4.



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

REPORT TO: Honorable Mayor and City Council

FROM: Scott Olesen, Building Official

SUBJECT: **Ordinance No. 05-O-2017-2018 Amending The City Code By Updating The Referenced Electrical Codes and Standards To The Most Recent Edition - 1st Reading**

BACKGROUND:

The City Code adopts by reference the National Electrical Code.

This code is produced by the National Fire Protection Association. This organization updates this code on a three year cycle.

At this time, City staff is proposing to update from the 2014 version of the National Electrical Code to the 2017 National Electrical Code.

Updating to the current code editions will bring the City into line with the code as adopted by the State of Iowa. The Electrical Code is mandated by the State of Iowa and is in effect Statewide. Additionally, the City of Storm Lake is reviewed every three years by the Insurances Services Offices (ISO), which provides ratings for building departments which is then used for setting insurance rates. A City's ISO rating is also used by FEMA in responding to natural disasters. Adopting more current codes will help to maintain our current rating.

Adopting the most current codes is also important to keep pace with new materials and techniques in the industry as well.

A copy of the proposed Ordinance and the amendments is attached for your review.

FISCAL IMPACT: Legal fees and publication are estimated to be \$300.00

RECOMMENDATION: Pass on 1st reading February 19, 2018
Pass on 2nd reading March 5, 2018
Pass on 3rd reading March 19, 2018

ATTACHMENTS:

Description	Type
 Ordinance 05-O-2017-2018	Ordinance

ORDINANCE NO. 5-O-2017-2018

ORDINANCE AMENDING CHAPTER 5-4 OF TITLE V OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TITLED “ELECTRICAL CODE AND REGULATION OF ELECTRICIANS,” TO ADOPT BY REFERENCE THE MOST RECENT EDITION OF THE NATIONAL ELECTRICAL CODE, WITH MODIFICATIONS, AND CERTAIN RELATED IOWA CODE SECTIONS, AND TO GENERALLY UPDATE THE PROVISIONS OF THE ELECTRICAL CODE AND REGULATION OF ELECTRICIANS

WHEREAS, the City Council of the City of Storm Lake, Iowa, has determined that Chapter 5-4 of Title V of the City Code of the City of Storm Lake, Iowa should be amended to generally update the City’s electrical code and regulations concerning electricians, including, but not limited to, the adoption by reference of the most recent edition of the National Electrical Code, with certain modifications;

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

Section 1. Chapter 5-4 of Title V of the City Code of the City of Storm Lake, Iowa, is hereby amended as follows:

a. Section 5-4-3, captioned, “Electrical Code Adopted,” is deleted and, in lieu thereof, the following new Section 5-4-3, captioned “Electrical Code Adopted,” is inserted:

Section 5-4-3 Electrical Code Adopted

After published notice and public hearing as required by law, the National Electrical Code, 2017 Edition, as published and approved by the National Fire Protection Association but as adopted and amended from time to time by the electrical examining board within the division of state fire marshal of the Iowa Department of Public Safety pursuant to Iowa Code Sections 100.1, 100.35, 103.1, and 103.6 and administrative rules pursuant thereto is hereby adopted as the Electrical Code for the City, subject to the modifications made by this Section 5-4-3. The National Electrical Code, 2017 Edition, as so adopted and amended, and Iowa Code Sections 100.1, 100.35, 103.1, and 103.6 are hereby incorporated by reference, subject to the modifications set forth below in this Section 5-4-3. All installations, repair or replacement of electrical equipment within the City shall be made in conformance with the Electrical Code for the City and no permit shall be issued by the Electrical Inspector for such a project if the plans and specifications are not in conformance with that Code.

A copy of the National Electrical Code, 2017 Edition, as adopted and amended by the electrical examining board within the division of state fire marshal of the Iowa Department of Public Safety, shall be maintained in the

office of the Building Official and shall be available for public inspection during all normal business hours.

Notwithstanding the provisions of the National Electrical Code, 2017 Edition, as adopted and amended by the electrical examining board within the division of state fire marshal of the Iowa Department of Public Safety, the following provisions shall apply:

(A) All business buildings (either erected, altered or converted for such purpose), public buildings, schools, churches, oil stations, warehouses, bulk oil plants, institutional buildings, apartment houses and all buildings except dwelling houses of not more than two (2) families, shall be wired throughout with rigid conduit, armored cable, flexible steel conduit, metal raceway, electrical metallic tubing, metal clad cable, or electrical non-metallic tubing in accordance with NEW requirements, provided, however, that armored cable or flexible steel conduit may be used only where it is impractical to use rigid conduit or electrical metallic tubing, and further provided that in remodeling work in the buildings above mentioned, metal surface raceway may be used in remodeling, where, in the opinion of the Electrical Inspector, it is impractical to install rigid conduit or electrical metallic tubing. However, in all structures having four (4) or more dwelling units, a feeder must be installed to each dwelling unit branch circuit panel and run in conduit or electric metallic tubing. Each individual dwelling unit may be wired in metallic armored cable (BX) or non-metallic sheath cable (Romex).

(B) Basements of all dwelling houses shall be wired in rigid conduit or electric metallic tubing with the same provision for the use of armored cable or flexible steel conduit as provided in the preceding paragraph, provided that where the entrance switch or panel is on a floor other than the basement, the conduit must be continuous from such switch or panel and connect to the basement conduit. The balance of buildings used as dwelling houses for not more than two (2) families and private garages may be wired with non-metallic sheathed cable.

(C) All sign boards or poster boards shall be wired in rigid conduit, electric metallic tubing, or electrical non-metallic tubing.

b. Section 5-4-6, captioned, "Permits," is deleted and, in lieu thereof, the following new Section 5-4-6, captioned "Permits," is inserted:

Section 5-4-6 Permits

No electrical equipment shall be installed within or on any building, structure

or premises, publicly or privately owned, nor any alterations or additions made in existing equipment, without first securing a permit therefor from the Electrical Inspector except that a permit shall not be required to construct, maintain or install any of the following classes of electrical work:

(A) Routine maintenance as defined in Iowa Code Section 103.1(16).

(B) The installation, alteration or repair of electrical equipment installed by or for any electrical supply agency, for the use of such agency, in the generation, transmission, distribution or metering of electricity.

(C) Any work involved in the manufacturing, testing, servicing, altering or repairing of electrical equipment or apparatus, except that this exemption shall not include any permanent wiring.

(D) Inspections and an electrical permit are not required if all of the following conditions apply:

1. The installation is performed by a licensed Electrical Contractor, Residential Electrical Contractor or their employees.
2. The installation does not in any way involve work within a new or existing switchboard or panelboard.
3. The installation does not exceed 30 amps.
4. The installation does not exceed 277 volts, single phase.

c. Section 5-4-8, captioned, "Applicant Required To Be Licensed, Exception," is deleted and, in lieu thereof, the following new Section 5-4-8, captioned "Applicant Required To Be Licensed, Exception," is inserted:

Section 5-4-8 Applicant Required To Be Licensed, Exception

No permits for the installation or alteration of any electrical equipment shall be issued to any person, unless the applicant therefor is the owner of a license entitling such applicant to secure permits for and to execute the work described in the application for the permit, except that a homeowner shall be entitled to a permit for an existing residence in which he/she resides, in accordance with State licensing requirements. New homes must be wired by a Master Electrician, licensed by the State of Iowa.

d. Section 5-4-10, captioned, "Inspection," is deleted and, in lieu thereof, the following new Section 5-4-10, captioned "Inspection," is inserted:

Section 5-4-10 Inspection

Upon the completion of any installation or alteration requiring an electrical permit it shall be the duty of the person making the installation or alteration to notify the Electrical Inspector who shall inspect the installation or alteration within twenty-four (24) hours of the time such notice is given, exclusive of Saturdays, Sundays, and holidays, or as soon thereafter as practical. If the Electrical Inspector shall find such installation or alteration in conformity with the provisions of this Chapter, he/she shall inform the person making such installation or alteration verbally of his/her approval. The Electrical Inspector shall provide notice of approval to the serving electrical utility at the time of service connection as required by the specific serving utility. When any electrical equipment is to be hidden or concealed from view by the permanent placement of parts of the building, the person installing the equipment shall notify the Inspector and such equipment shall not be concealed until it has been inspected and approved by him/her, or until twenty-four (24) hours following notification, exclusive of Saturdays, Sundays and holidays provided that on any large installation, where the concealment of equipment proceeds continuously, the person installing such equipment shall give the Electrical Inspector due notice, and inspection shall be made periodically during the progress of the work period.

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

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

PASSED AND APPROVED this ____ day of _____, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

2/19/2018

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: Brian Oakleaf, Finance Director

SUBJECT: **Motion Setting Public Hearing on Fiscal Year 2018-2019 Budget**

BACKGROUND: This agenda item will set the Public Hearing for the Fiscal Year 2018-2019 Budget for Monday, March 5th, 2018 at 5:00 P.M. in City Council Chambers.

State of Iowa Code requires that the City hold a public hearing on the proposed Fiscal Year 2018-2019 Budget prior to adoption. Notice of the public hearing will be published in the newspaper as required by State Code.

Upon conclusion of the Public Hearing, the Budget which received concurrence from Council at the January 22nd Budget Workshop will be submitted for adoption with the following changes per Council's direction:

1. Storm Lake United funding from Hotel and Motel Taxes will be set at \$68,000, estimated to be at the 20% limit of total H/M Tax revenue set by Ordinance.
2. Outside Agency Funding will be allocated as follows:

Buena Vista Historical Society	\$ 2,000
UDMO	7,000
Witter Gallery	11,000
3. \$20,000 has been earmarked in a Development Fund, with a specific purpose to be determined at a later date.
4. \$20,000 to fund a Community Survey.
5. A total of \$7,500 for RIDES, split between traditional ticket reimbursement and direct funding.

FISCAL IMPACT:

The fiscal impact to set the public hearing is the cost of publication.

RECOMMENDATION:

Set the public hearing for Monday, March 5th, 2018 at 5:00 P.M.

Staff Summary

2/19/2018

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: David Derragon, Assistant City Manager

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

BACKGROUND: Odor issues around the Casino Lift Station have been a concern to neighboring residents. This Professional Services Agreement is a result of Council's direction at the February 5, 2018 meeting to enter into negotiation with Bolton & Menk for the Casino Lift Station Odor Control Project. The recommendation to select Bolton & Menk was made subsequent to a Request for Proposal process that include input from the affected residents.

FISCAL IMPACT: This contract will not exceed \$24,000.00

RECOMMENDATION: That Council enter into the Professional Services Agreement with Bolton & Menk for the Casino Lift Station Odor Control Project in an amount not to exceed \$24,000.00 and authorize the Mayor to sign.

ATTACHMENTS:

Description	Type
□ Agreement	Contract



**BOLTON
& MENK**

Real People. Real Solutions.

1519 Baltimore Drive
Ames, IA 50010-8783

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

February 14, 2018

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

RE: Storm Lake Wastewater
Casino Lift Station Odor Evaluation
Project No. A21.115807
Agreement for Professional Services

Dear Keri:

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

Note that this Agreement and fee covers the odor evaluation and Engineering Report phase. We will develop a scope and fee for the implementation phase once we determine the scope of improvements during the evaluation phase.

Please contact me with any questions and discussion.

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

We scheduled a project initiation meeting, including filed investigations, sample collection, monitoring equipment installation and meeting with residents on February 21.

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

Sincerely,

Bolton & Menk, Inc.

Gregory L. Sindt, P.E.
Senior Principal Environmental Engineer

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

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

PROFESSIONAL SERVICES AGREEMENT

by and between
BOLTON & MENK, INC.
218 11th Street SW Plaza
Spencer, IA 51301
Ph. (712) 580-5075

and

Date of Agreement: February 19, 2018

Agreement Number: A21.115807

Project Location: Storm Lake, Iowa

Client

Name: City of Storm Lake, Iowa

Address: 620 Erie Street

Address: _____

City: Storm Lake State Iowa Zip 50588

(hereinafter referred to as Client)

Phone No.: 712-732-8000

Fax No.: 712-732-4114

Agent or Person Ordering Services and/or Billing Address (if different)

Agent or Person Ordering Services: Keri Navratil, City Manager

Address: _____

City: _____ State _____ Zip _____

Phone No.:

Fax No.:

Fee Arrangement

\$24,000 Lump Sum for odor evaluation including Engineering Report.

Scope/Intent and Extent of Services

Provided services will entail those identified within the Exhibit 1 – Casino Lift Station Odor Evaluation Scope.

Special Conditions

Agreement will be amended for including Additional Service for the design, bid, construction and startup phase services after Engineering Report is completed and the design concept is defined.

BMI and Client agree to the Terms and Conditions as stated above and attached to this Agreement. The below signed represents that he or she has been authorized to accept this agreement on behalf of the Client.

Offered by: Bolton & Menk, Inc.

Accepted by: City of Storm Lake, Iowa

Gregory L. Sindt, P.E.

Senior Principal Engineer and CFO

print name/title

print name/title

signature and date


signature and date

2/19/2018

Exhibit 1
Professional Services Agreement
Casino Lift Station Odor Evaluation

Scope

The following is the scope of services for the Casino Lift Station Odor Evaluation. This Agreement will be amended at the completion of the evaluation with the design, bid, construction and startup phase services associated with implementation of any recommended odor mitigation measures at the completion of the odor evaluation phase.

1. Project Initiation Meeting

Bolton & Menk staff and expert odor consultant from Webster Environmental Associates will visit Storm Lake for one day:

- Meet with City staff and discuss project scope and approach (30 minutes)
- Review Casino Lift Station field conditions
- Install hydrogen sulfide analyzers to continually monitor concentrations at wet well for a one week period
- Collect two gas samples from wet well for odor analysis (one in morning and one in afternoon)
- Collect four wastewater grab samplers throughout the day for sulfide, pH, temperature, and ORP analyses
- Investigate wet well influent piping arrangement and turbulence, make recommendations as appropriate

2. Meeting with Residents

Bolton & Menk and Webster Environmental staff will meet with residents from the Casino Lift Station vicinity and discuss the project approach. This meeting will be held on the same day as the project initiation meeting (in late afternoon).

3. Data Collection after Piping Modifications

If the wet well influent piping is modified for reducing turbulence, Webster Environmental will provide a continuous hydrogen sulfide monitor for installation in wet well by City staff after the piping revisions are completed. City staff will ship the monitor back to Webster Environmental. The data will be used for evaluation of the efficacy of the piping modifications in reducing emissions and for design of any odor control processes.

4. Engineering Report

The results of the data collection, technical evaluation of the problem, alternatives for odor mitigation, and recommendations for implementation will be summarized in an Engineering Report. Report will be completed within four weeks after the data collection following the piping revisions. (Report could be completed prior to making the piping revisions, but it is suggested that the odor mitigation alternative be selected based on the conditions after piping revisions.)

5. Meeting with Residents

The Engineering Report will be reviewed with City staff and local residents. Bolton & Menk staff will attend the meeting and Webster Environmental odor expert will participate via speaker phone for a one hour meeting. (Webster Environmental staff can travel to Storm Lake for attending meeting at \$10,750 additional cost.)

6. Interim Odor Mitigation

Some chemical control as interim odor mitigation measures if required prior to construction of the recommended odor control process may be suggested. This could include use of Bioxide, pH control using lime softening sludge from the water treatment plant, or some type of chemical odor control.

7. Monitoring Equipment and Analytical Lab Work

Webster Environmental will provide all monitoring equipment and materials and analytical laboratory services associated with conducting to Casino Lift Station odor evaluation. The costs for these services are included in the Lump Sum Fee.

Implementation Phase

Bolton & Menk will prepare plans and specifications for the construction of improvements for odor mitigation. Once the alternative is selected from the Engineering Report, a detailed scope and estimated fee for the design, bidding, construction and startup phase services will be prepared. The cost for the Implementation Phase is not included in the lump sum fee for the evaluation phase.

Terms & Conditions

Bolton & Menk, Inc.

The accompanying Proposal (hereinafter referred to as "Proposal") is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as "Terms") are an integral part of the Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. (BMI). Such changes may require an adjustment in the proposed fee, schedule or scope of the Proposal.

A. Services: BMI proposes to perform the services outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule of services described in the Proposal shall be considered "Additional Services" and will be invoiced on an hourly basis in addition to the stated fee arrangement.

B. Information from Client: Unless otherwise stated, Client agrees to provide BMI with all site information necessary to complete the proposed services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. Client shall promptly inform BMI of any alleged defects in services provided or the project.

C. Access to Site: Unless otherwise stated, Client agrees to provide BMI with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, property damage may occur due to excavations, tree and brush trimming, marking lines, etc. The cost to correct resulting damages has not been included in the fee. BMI will take precautions to minimize damage due to these activities and the Client agrees to reimburse BMI for any costs associated with required restoration work.

D. Standard of Care: Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of BMI's profession currently practicing under similar conditions. **BMI makes no expressed or implied warranty with respect to its undertakings described herein.**

E. Certifications: Any certification provided by BMI is a professional opinion based upon knowledge, information and beliefs available to BMI at the time of certification. Such certifications are not intended as and shall not be construed as a guarantee or warranty. BMI shall not be required to certify the existence of conditions whose existence BMI cannot reasonably ascertain.

F. Project Approvals: Due to site limitations, code interpretations, regulatory reviews, political considerations and Client directed design and improvements, BMI makes no representations as to acceptability or approvability of the project; or, zoning requests, permit applications, site and development plans, plats and similar documents. Payment of fees to BMI is not contingent upon project approval.

G. Opinions or Estimates of Project Costs: Where included as part of project scope or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since BMI has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the Client and BMI does not warrant or guarantee the accuracy of construction cost opinions or estimates. Project financing should be based upon actual, contracted construction costs with appropriate contingencies.

Terms & Conditions

Bolton & Menk, Inc.

(Continued)

H. Construction Phase Services: If construction phase engineering or staking services are included in this Proposal or subsequently authorized, Client is notified that BMI is not be responsible for means, methods, techniques or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor.

I. Ownership and Alteration of Documents: All documents, including reports, specifications, drawings, field data, notes and documents or electronic media prepared or furnished by BMI under this agreement shall remain the property of BMI. The Client may make and retain copies for its use in connection with this project. However, such documents are not intended for reuse by the Client on any other project or alteration of the project by others without the written consent of BMI. Electronic media may be furnished for convenience of Client; however, only signed and certified hard copies of submittals may be relied upon as documentation of professional services provided.

J. Billings and Payments: Invoices for BMI's services shall be submitted, at BMI's option, either monthly or upon completion of services. Invoices are due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services.

K. Late Payments: Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1 % on the unpaid balance. If any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

L. Termination of Services: This agreement may be terminated, upon written notice, by the Client or BMI should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BMI for services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

M. Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed \$ 25,000. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, if any.

N. Dispute Resolution: Any claims or disputes made during or after the performance of services between BMI and the Client, with the exception of claims by BMI for non-payment of services rendered, shall be submitted to mediation before any other lawful dispute resolution is commenced by either party.

O. Withdrawal of Proposal: This Proposal constitutes a non-binding offer to perform services and BMI reserves the right to withdraw or modify this Proposal, without liability to the Client, at any time prior to receipt of written acceptance from the Client and execution of a signed agreement in accordance with Paragraph P.

P. Agreement: If the Proposal is accepted, the Client and BMI may enter into and execute an Agreement incorporating the Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to BMI and Client. Upon request by the Client, BMI may, at its sole discretion and for the benefit of the Client, proceed with any proposed services prior to execution of a written agreement. In the absence of an executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between BMI and the Client.

Staff Summary

2/19/2018

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: **Approval of Professional Services Agreement with Bolton & Menk for Memorial Park Water Quality Improvements Project**

BACKGROUND: This project is one of the eight NRDC-HUD funded projects.

As part of the City's ongoing effort to improve water quality and provide flood relief within the community, the City endeavors to construct improvements located at Memorial Park. Specifically, a series of bioswales and biocells coupled with a pervious parking lot system is envisioned that generally adheres to the concept plan prepared by Bolton & Menk and dated September 22, 2015 (the notable exception being that the eastern bioswale/biocell system has been eliminated from the scope). As part of the proposed project, Bolton & Menk will prepare construction documents as detailed in the scope of work.

FISCAL IMPACT: This contract will not exceed \$45,668.

RECOMMENDATION: That Council approve the Professional Services Agreement with Bolton & Menk for the Memorial Park Water Quality Improvements Projects in an amount not to exceed \$45,668 and authorize the Mayor to sign.

ATTACHMENTS:

Description	Type
□ Agreement	Contract

PROFESSIONAL SERVICES AGREEMENT

by and between
BOLTON & MENK, INC.
218 11th Street SW Plaza
Spencer, IA 51301
Ph. (712) 580-5075

and

Date of Agreement: February 19, 2018

Agreement Number: P11. _____

Project Location: Storm Lake, Iowa

Client

Name: City of Storm Lake, Iowa

Address: 620 Erie Street

Address: _____

City: Storm Lake State Iowa Zip 50588

(hereinafter referred to as Client)

Phone No.: 712-732-8000

Fax No.: 712-732-4114

Agent or Person Ordering Services and/or Billing Address (if different)

Agent or Person Ordering Services: Keri Navratil, City Manager

Address: _____

City: _____ State _____ Zip _____

Phone No.:

Fax No.:

Fee Arrangement

Hourly Not to Exceed \$45,668.00 as indicated in the attached proposal titled *Proposal for Plans and Specifications for Memorial Park Water Quality Improvements*.

Scope/Intent and Extent of Services

Provided services will entail those identified within the attached proposal titled *Proposal for Plans and Specifications for Memorial Park Water Quality Improvements*.

Special Conditions

BMI and Client agree to the Terms and Conditions as stated above and attached to this Agreement. The below signed represents that he or she has been authorized to accept this agreement on behalf of the Client.

Offered by: Bolton & Menk, Inc.

Accepted by: City of Storm Lake, Iowa

Wesley W. Brown, P.E., Principal Engineer

print name/title

print name/title

signature and date

signature and date



**BOLTON
& MENK**

Real People. Real Solutions.

218 11th Street SW Plaza
Spencer, IA 51301

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

February 6, 2018

City of Storm Lake
Attn: Keri Navratil
620 Erie Street
P.O. Box 1086
Storm Lake, Iowa 50588

RE: Proposal for Plans and Specifications for Memorial Park Water Quality Improvements

Dear Ms. Navratil:

We appreciate the opportunity to submit this proposal to the City of Storm Lake for professional engineering services related to the preparation of plans and specifications for storm water quality improvements located as shown on the attached figure and generally described as follows:

- Memorial Park Water Quality Improvements

The attached scope of work and fee estimate describes our proposal in detail. If you have any questions regarding this proposal, please feel free to contact me at (712) 363-8638, or joshpo@bolton-menk.com.

Sincerely,

Bolton & Menk, Inc.

Josh Pope, P.E.
Project Manager

Jim Harbaugh, PLA, ASLA
Project Landscape Architect

PROJECT UNDERSTANDING

As part of the City's ongoing effort to improve water quality and provide flood relief within the community, we understand that the City endeavors to construct improvements located at Memorial Park. Specifically, a series of bioswales and biocells coupled with a pervious parking lot system is envisioned that generally adheres to the concept plan prepared by Bolton & Menk and dated September 22, 2015 (the notable exception being that the eastern bioswale/biocell system has been eliminated from the scope). As part of the proposed project, Bolton & Menk will prepare construction documents as detailed within the following scope of work.

SCOPE OF WORK

Task 1: Project Management

Task 1.1: Project Administration and Coordination

Bolton & Menk will schedule all meetings, complete all agendas, maintain meeting records, and offer regular updates on next steps and upcoming project requirements. We will also prepare and provide miscellaneous project correspondence, scheduling, invoicing, and budget management necessary for expediting work products and project decision-making. Schedule updates will be provided on a regular basis.

Task 2: Data Collection/Review

Task 2.1: Topographic Survey

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

Task 3: Preliminary Design

Task 3.1: Preliminary Plan and Profile Sheets

Bolton & Menk will prepare preliminary plan and profile sheets for the proposed improvements for a 60% review. This task includes the incorporation of the following design elements:

- Development of a series of biowales and biocells along the south edge of the project to capture, store, and treat runoff from the watershed, curtailing peak flows and filtering water prior to flowing under Lakeshore Drive into Storm Lake.
- Development of a pervious parking lot system for the existing parking lot to capture and treat runoff prior to flowing into Storm Lake.

Task 3.2: Preliminary Cost Estimate

Bolton & Menk will prepare a preliminary cost estimate based on the preliminary plans for review.

Task 3.3: Public Informational Meeting

Bolton & Menk will meet will arrange, attend, and provide materials for a public informational meeting to present and discuss the project with affected property owners, St. Mary's Catholic School, and the Storm Lake Whitecaps.

Task 3.4: Easement Descriptions and Acquisition Assistance

Bolton & Menk will prepare sketches and descriptions for temporary construction and/or permanent easements and assist the City in acquiring the easements. Assistance will include correspondence with property owners, coordinating acquisition of title reports, and facilitating appraisals if necessary.

Task 4: Final Design and Plan and Specification Preparation

Task 4.1: Plan Sheets

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

- Title Sheet
- General Layout
- Statement of Estimated Quantities
- Tabulations
- Typical Sections/Construction Details
- Existing Conditions and Utilities Plans
- Removal Plans
- Construction Plan and Profile
- SWPPP and Final Turf Establishment Plans

Task 4.2: Project Specifications

Bolton & Menk will prepare special provisions to submit with the final construction plan.

Task 4.3: Engineer's Estimate

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

Task 4.4: Plan and Specification Submittals

Bolton & Menk will submit final design plans and other documents for review at the following stages of completion:

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

Task 5: Bidding Services

Task 5.1: Bidding Administration

Bolton & Menk will prepare and publish the advertisement for bid and distribute the bid documents. We will provide responses to questions from contractors and issue addenda as required. We will attend the bid opening, prepare the resultant bid tabulation, and verification of submitted bids.

Task 5.2: Contract Award Coordination

Bolton & Menk will assist the City in determining the lowest responsible bidder and prepare a contract award recommendation letter. Should Council elect to award the project, we will distribute the contract to the selected contractor and secure the required contractor submittals necessary to commence construction.

PROJECT SCHEDULE

Upon receiving City authorization to proceed, Bolton & Menk will work with the City to formulate a project schedule which meets your timeframe. Based on our previous discussions with City staff, we anticipate submitting the final design plans for early 2019 bidding.

FEES

We propose to complete the scope of work described herein as follows:

CLIENT: City of Storm Lake		
PROJECT: Memorial Park Stormwater Improvements		
TASK NO.	WORK TASK DESCRIPTION	Total Cost
1	Project Management	\$3,420.00
2	Data Collection/Review	\$3,044.00
3	Preliminary Design	\$16,400.00
4-5	Final Design and Bidding	\$22,804.00
TOTAL FEE		\$45,668.00

Fees for tasks 1-5 will be billed on an hourly basis not to exceed the total costs shown.

ASSUMPTIONS

The fee proposal above is based on the following assumptions:

1. Construction services entailing Contract Administration, Staking, Observation, and other related services will be provided to the City within a separate agreement. This agreement will be provided to City upon the City award of the construction contract.
2. The scope of work for the project includes the construction of storm sewer pipe connecting the proposed outlet to the intake located north of 1205 E. Lakeshore Drive. If, during the preliminary

Name: Ms. Keri Navratil

Date: February 6, 2018

Page: 5

design phase, it is determined that additional utility or surface replacements are warranted and the project scope is modified, a fee adjustment will be required.

3. The receiving storm sewer system is adequately sized to receive flows resultant from the project and a drainage analysis entailing hydraulic modeling is not needed. If during the preliminary design phase it is determined that modeling will be necessary, a fee adjustment will be required.
4. Fees for appraisal services that may be needed for easement acquisition are not included. The City will pay for actual costs of any necessary title work related to the easement acquisition.
5. Geotechnical engineering services entailing subsurface exploration are not included for the project. Should these be desired, Bolton & Menk will coordinate and secure geotechnical engineering services upon City authorization prior to the analysis. Cost of the services would be invoiced to the City upon completion of the geotechnical study.
6. The City will provide any televising video and reports and as-built plans for the project areas that are available.
7. Plans will be prepared in accordance with City Survey and CAD standards. Deliverables will include pdf and electronic CAD files.



Terms & Conditions

Bolton & Menk, Inc.

The accompanying Proposal (hereinafter referred to as "Proposal") is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as "Terms") are an integral part of the Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. (BMI). Such changes may require an adjustment in the proposed fee, schedule or scope of the Proposal.

A. Services: BMI proposes to perform the services outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule of services described in the Proposal shall be considered "Additional Services" and will be invoiced on an hourly basis in addition to the stated fee arrangement.

B. Information from Client: Unless otherwise stated, Client agrees to provide BMI with all site information necessary to complete the proposed services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. Client shall promptly inform BMI of any alleged defects in services provided or the project.

C. Access to Site: Unless otherwise stated, Client agrees to provide BMI with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, property damage may occur due to excavations, tree and brush trimming, marking lines, etc. The cost to correct resulting damages has not been included in the fee. BMI will take precautions to minimize damage due to these activities and the Client agrees to reimburse BMI for any costs associated with required restoration work.

D. Standard of Care: Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of BMI's profession currently practicing under similar conditions. **BMI makes no expressed or implied warranty with respect to its undertakings described herein.**

E. Certifications: Any certification provided by BMI is a professional opinion based upon knowledge, information and beliefs available to BMI at the time of certification. Such certifications are not intended as and shall not be construed as a guarantee or warranty. BMI shall not be required to certify the existence of conditions whose existence BMI cannot reasonably ascertain.

F. Project Approvals: Due to site limitations, code interpretations, regulatory reviews, political considerations and Client directed design and improvements, BMI makes no representations as to acceptability or approvability of the project; or, zoning requests, permit applications, site and development plans, plats and similar documents. Payment of fees to BMI is not contingent upon project approval.

G. Opinions or Estimates of Project Costs: Where included as part of project scope or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since BMI has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the Client and BMI does not warrant or guarantee the accuracy of construction cost opinions or estimates. Project financing should be based upon actual, contracted construction costs with appropriate contingencies.

Terms & Conditions

Bolton & Menk, Inc.

(Continued)

H. Construction Phase Services: If construction phase engineering or staking services are included in this Proposal or subsequently authorized, Client is notified that BMI is not be responsible for means, methods, techniques or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor.

I. Ownership and Alteration of Documents: All documents, including reports, specifications, drawings, field data, notes and documents or electronic media prepared or furnished by BMI under this agreement shall remain the property of BMI. The Client may make and retain copies for its use in connection with this project. However, such documents are not intended for reuse by the Client on any other project or alteration of the project by others without the written consent of BMI. Electronic media may be furnished for convenience of Client; however, only signed and certified hard copies of submittals may be relied upon as documentation of professional services provided.

J. Billings and Payments: Invoices for BMI's services shall be submitted, at BMI's option, either monthly or upon completion of services. Invoices are due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services.

K. Late Payments: Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1 % on the unpaid balance. If any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

~~**L. Termination of Services:** This agreement may be terminated, upon written notice, by the Client or BMI should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BMI for services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.~~

M. Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed \$ 45,668. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, if any.

N. Dispute Resolution: Any claims or disputes made during or after the performance of services between BMI and the Client, with the exception of claims by BMI for non-payment of services rendered, shall be submitted to mediation before any other lawful dispute resolution is commenced by either party.

O. Withdrawal of Proposal: This Proposal constitutes a non-binding offer to perform services and BMI reserves the right to withdraw or modify this Proposal, without liability to the Client, at any time prior to receipt of written acceptance from the Client and execution of a signed agreement in accordance with Paragraph P.

P. Agreement: If the Proposal is accepted, the Client and BMI may enter into and execute an Agreement incorporating the Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to BMI and Client. Upon request by the Client, BMI may, at its sole discretion and for the benefit of the Client, proceed with any proposed services prior to execution of a written agreement. In the absence of an executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between BMI and the Client.

Q. Executive Orders 11246 and 11375.

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

- 1) The Engineer will not discriminate against any employee or applicant for employment because of race, color,

religion, sex or national origin. The Engineer 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 Engineer 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 Engineer will, in all solicitations or advertisement for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The Engineer 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 Engineer 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 Engineer 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 Engineer'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 Engineer 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 Engineer 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 Engineer 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 Engineer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

R. 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.

S. Iowa Civil Rights Act of 1965.

The Engineer 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.

T. 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.

U. 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.

V. 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.

W. Access to and Maintenance of Records.

The Engineer 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 Engineer 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.

X. Termination.

The Owner and/or the Engineer 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 Engineer 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 Engineer under this Contract shall, at the option of the City, become its property and the Engineer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Y. Government-wide Restriction on Lobbying.

The Engineer agrees to comply with the certification regarding government-wide restriction on lobbying as follows:

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING. The Engineer 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 Engineer, 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 Engineer shall complete and submit Standard Form LLL-"Disclosure Form to report Federal Lobbying" in accordance with its instruction.
- C. The Engineer 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.

Z. Awarding Agency Reporting Requirements.

The Engineer 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.

AA. 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.

BB. 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 Engineer agrees as follows:

- 1) The Engineer 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 Engineer 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 Engineer 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 Engineer 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.

Staff Summary

2/19/2018

Agenda Item # 8.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Motion to Approve Salud! Funding Request for Leading Communities**

BACKGROUND: Salud in collaboration with Iowa State Extension and Outreach-Community and Economic Development, will be hosting Leading Communities: A Place-Based Leadership Program, designed to provide participants the fundamental to develop, increase and sustain local leadership efforts.

Leading Communities emphasizes community leadership principles, focusing on the process of bringing people together to create change for the good of the community.

The cost to deliver the seven-session program to 25 participants is approximately \$15,000. Through an internal grant process, Iowa State Extension and Outreach has awarded Salud! \$8,000 toward to the program cost, \$2,000 in-kind from Community and Economic Development Unit, \$1,000 BV County Extension (and child care). The balance to raise is \$4,000.

FISCAL IMPACT: Salud! is requesting \$2,500

RECOMMENDATION: Members of Salud! will be present to answer questions prior to Council consideration of funding.

ATTACHMENTS:

Description	Type
□ Leadership Program Information	Backup Material
□ Leading Communities Article	Backup Material

SALUD Multicultural Health Coalition of Storm Lake

In Storm Lake, residents from many backgrounds come together to make the patchwork of the community. To stay vibrant and work toward the best interest of all, our community requires engaged participation and investment that draws on the talents and traditions across social boundaries of class, culture, and creed. Salud!, in collaboration with Iowa State Extension and Outreach—Community and Economic Development, will be hosting **Leading Communities: A Place-Based Leadership Program**, designed to provide participants the fundamentals to develop, increase and sustain local leadership efforts that are necessary to address the pressing issues facing their community.

Leading Communities emphasizes community leadership principles, focusing on the process of bringing people together to create change for the good of the community. The approach is centered on building social capital, the social ties in a community that help move projects forward, channel resources, and provide feedback. Communities with more robust social ties across demographic divisions are more resilient, healthy, and connected. Program participants will learn to use demographic data to identify community needs, frame those needs to gather broader support, and effectively use social ties to mobilize resources in a multi-cultural environment. Participants learn to be more persuasive and effective collaborators. Employers benefit having employees who can build coalitions, reaching out into the community to problem solve. And, of course, Storm Lake benefits when our residents are engaged, whether using the skills learned from **Leading Communities** during public input or creating their own initiatives to improve the community.

The cost to deliver the seven-session program to 25 participants is approximately \$15,000. Through an internal grant process, Iowa State Extension and Outreach has awarded Salud! \$8,000 toward the program cost. The Community and Economic Development Unit has offered Salud! a \$2,000 in-kind contribution covering travel for the facilitators. Further monetary and in-kind support has been earmarked from the City of Storm Lake, Buena Vista County Extension, Our Place and Salud!. Because of this financial support, we are able to offer **Leading Communities** for the cost of \$100 per participant.

We hope to offer this program free of charge for 25 community members. Your donation towards Leading Communities supports this effort and is an investment in building a stronger, more engaged Storm Lake.

EMAIL

Salud.of.stormlake@gmail.com

FACEBOOK

www.facebook.com/SALUDofStormLake

WEB

www.salud-stormlake.com

IOWA STATE UNIVERSITY
Extension and Outreach

A word cloud featuring various terms related to community development and social engagement. The words are arranged in a circular pattern, with some larger and more prominent than others. The terms include: networks, diversity, visioning, local, government, research-based, community, engaging, social, families, development, decision-making, economic, stewardship, education, data, leadership, issues, action, business, interaction, and stakeholder. The words are in different colors (black, white, grey) and orientations (horizontal, vertical, diagonal).

Noun | com·mu·ni·ty lead·er·ship |
kə-ˈmyū-nə-tē lē-dər-ˌship |
Capacity to bring local residents
together for the purposes of
addressing local issues and
problems.

IOWA STATE UNIVERSITY
Extension and Outreach

Name: _____

Title: _____

Company: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____

E-mail: _____

What you would like us to know about you?

Mail to:

...and justice for all
Iowa State University Extension and Outreach does not discriminate on the basis of age, disability, ethnicity, gender identity, genetic information, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, socioeconomic status, or status as a U.S. veteran. (Not all prohibited bases apply to all programs.) Inquiries regarding non-discrimination policies may be directed to Ross Wilburn, Diversity Officer, 2150 Beardshear Hall, 515 Morrill Road, Ames, Iowa 50011, 515-294-1482, wilburn@iastate.edu.

Why community leadership?

Iowa communities are facing increasing challenges. At the same time, community engagement and local involvement in community matters has been declining throughout Iowa. Community involvement is critical to the success and resilience of Iowa communities; communities rely on widespread involvement of people like you to address challenges and improve local quality of life.

What is *Leading Communities*?

Leading Communities is a research-based program developed by Iowa State University Extension and Outreach and the University of Wisconsin-Extension. It is designed to teach community members skills they need for interacting and working together to promote sustainable community development. *Leading Communities* is intended to complement, rather than compete with, individual level leadership programs or local networking programs.

The 6 session *Leading Communities* program covers major competencies for promoting community leadership and engagement:

Session 1: Understanding your community ____/____

Session 2: Identifying local issues and opportunities ____/____

Session 3: Making group decisions ____/____

Session 4: Social networks ____/____

Session 5: Understanding others ____/____

Session 6: Making it happen ____/____

Why should you participate? You will:

- Become more aware of your community, its status, challenges and assets
- Become more engaged and involved in *your* community
- Learn how to plan, develop and implement local community action

Leading Communities is an inclusive program and there are no prerequisites for participating. In fact, the more diverse the participants, the better the program and community outcomes.

How does *Leading Communities* work?

Community trainers from Iowa State University Extension and Outreach will lead a combination of interactive discussion and group learning activities for participants in your area. The training typically takes place over a six-month period, with one training session a month. Each session will last between 2 and 3 hours. Communities have the option of including class projects in the training. The cost for registration for *Leading Communities* in ____ County is \$ _____. For more information, contact _____

or use the attached form to register.



ISU Extension and Outreach Community and Economic Development *Community Matters*, v. 8, #3
ISU Extension CED Helps Lee County Take the Lead

By Deborah Tootle Community Leadership Specialist University Extension Community Development Collaborative

“You know what’s wrong with our community? We don’t have any leadership!”

How many times have you heard this in your community? If you’ve heard it, you are not alone. The other complaint you’ve probably heard is that “the same ten people have to do everything.”

Before you too quickly discount these comments as products of community malcontents, think about the following.

Iowa State University Department of Sociology faculty conducted a study of the quality of life in small towns in Iowa between 1994 and 2014 (see page article on 10). Their findings suggest that a shortage of dedicated and engaged citizen leaders is chronic problem. Furthermore, over the past 20 years, Iowa residents living in small towns have become less involved in their communities. Say what?

For decades, ISU Extension and Outreach Community and Economic Development (CED) specialists have been working with Iowa communities to overcome both of these significant barriers to quality of life. One way in which they are helping Iowa communities address barriers to community development is by promoting and teaching community leadership. Community leadership is a process for bringing people together to create change for the good of the community; it is a process that focuses on community building and shared leadership.

Beginning in September 2015, the CED program will be offering a new leadership program developed by Iowa State to Iowa communities. “Leading Communities: A Place-Based Leadership Program” is a modular and interactive community leadership program based on cutting-edge research on community leadership.

“Leading Communities” is unique in that it promotes shared leadership, because the complexity of issues in Iowa communities is growing and it may indeed take a village to address these problems. Participants will also learn real-life, community-based skills and how to meet the specific needs of the places in which they live and work.

Lee County will begin piloting the program in September. According to Shelley Oltmans, executive director of the Keokuk Area Chamber of Commerce and ISU CED specialist, “The most important mission of the Chamber is to develop leaders. We need leaders who have the skills and know how to follow through on a vision to completed projects that improve the quality of life of community members.”

The objectives of “Leading Communities” are to help community members:

1. Understand the importance of community (as opposed to individual, business, or organizational) leadership.

2. Learn four core competencies or skill sets associated with community leadership for moving their communities forward (understanding community leadership and your community; correctly identifying community issues and framing ideas; building social relationships and social capital; mobilizing resources for community action).
3. Learn how to use tools relating to those core competencies to address community issues and opportunities.

Lee County is partnering with ISU CED to provide Leading Communities countywide.

“We are holding the program in communities throughout Lee County so participants can create a sense of broader community outside of their own town. It is important in rural communities to work with regional partners to build capacity,” said Oltmans.

Although Leading Communities is based on a set of place-based community development competencies, it is designed to encourage participants to tailor the program to their particular needs. For instance, in Lee County, participants will also be engaging in a countywide networking process in which they will meet diverse community leaders and partners from throughout the county. In the process, people from diverse backgrounds and experiences will work together to learn about community building in a wide array of social, economic, and cultural conditions.

Staff Summary

2/19/2018

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: **Approval of Professional Services Agreement with Augustana University for Phase 1 Archaeological Services for the Wastewater Treatment Wetlands Project**

BACKGROUND: This project is one of the eight NRDC-HUD funded projects. As part of the City's ongoing effort to improve water quality and storm water improvement, the plans to enhance wetlands near the Waste Water Treatment Plant. For this project, it was determined that a Phase 1 Archeological study would be required. On the City's behalf, Simmering-Cory completed Request for Proposals and three proposals were received as noted below.

Augustana University	Response received	\$3,135.00
Bear Creek Archeology, Inc.	Response received	\$4,438.59
EOR	Declined to submit	
Two Rivers Archaeology, LLC	Declined to submit	
Wapsi Valley Archeology	Response received	\$11,689.44

Augustana University is recommended for the contract.

FISCAL IMPACT: This contact will not exceed \$3,135.00

RECOMMENDATION: That Council approve the Professional Services Agreement with Augustana University in the amount not to exceed \$3,135.00 for Phase 1 Archeological Services and authorize the Mayor to sign.

ATTACHMENTS:

Description		Type
	Agreement	Contract

An Agreement Between

AUGUSTANA LABORATORY, AUGUSTANA UNIVERSITY, SIOUX FALLS, SD
(hereafter referred to as **AUGUSTANA**)

and

CITY OF STORM LAKE, IOWA (hereafter referred to as **Client**)

This agreement stipulates that **AUGUSTANA** will conduct a Phase 1 cultural resources inventory for the above referenced **Client** for the City of Storm Lake Wastewater Treatment Facility Wetland Development Project.

AUGUSTANA agrees to conduct the survey and provide **Client** with a final report for submission.

The field portion of the Phase 1 survey may include a surface reconnaissance, shovel testing, screening of displaced soil and recordation of soil morphology. If a site(s) is located, some recovered artifacts may be photographed *in situ*. All shovel test holes will be filled after completion. **AUGUSTANA** agrees to provide equipment and supplies needed for the Phase I survey. Other expenses, including mileage, lodging, and per diem are included in the bid. **A Scope of Work is attached hereto as Exhibit A.**

Services will be provided for a fee not to exceed \$3,135.00.

The reporting of the survey results will follow guidelines established by the State Historical Society of Iowa and the Iowa State Historic Preservation Office (SHPO) for the Phase 1 survey. **AUGUSTANA** is responsible for all survey information contained within the report.

The **Client** agrees to supply **AUGUSTANA** prior to the survey all readily available background information pertinent to the area to be surveyed.

For the above mentioned survey, the **Client** agrees to compensate **AUGUSTANA** no later than 30 calendar days upon receipt of the final Phase 1 survey report. Should the survey require an extended workload, the contract may be amended to reflect this extra work. If an amendment is necessary, **AUGUSTANA** will contact **Client** at the earliest possible time to assess the situation and attempt to develop a survey methodology that can complete the survey requirements.

AUGUSTANA agrees to submit three (3) original signed color copies of the final report and one (1) cd that includes a color pdf copy of said survey report following completion of fieldwork.

Anticipated start date for field work for the Phase 1 survey is weather dependent. The project area must be free of snow cover and the ground not frozen. The Phase 1 survey report will be completed within two weeks of the completion of fieldwork.

The parties intend that an independent contractor relationship will be created by this Agreement. **Client** is interested only in the results to be achieved and the conduct and control of the work will be solely with **AUGUSTANA**. **AUGUSTANA** shall not be considered an employee or agent of **Client** for any purpose.

AUGUSTANA agrees to comply with the provisions attached as Exhibit B.

This Agreement shall become effective upon execution by both parties, and shall extend until the work is completed, subject to the right of either party to cancel this Agreement upon ten (10) days written notice to the other party.

This agreement is set forth on the date shown below:

By: _____

Title: _____

Vice President for Finance & Administration

Archeology Laboratory, Augustana University

Date: _____

By: _____

Title:

City of Storm Lake, Iowa

Date: _____

EXHIBIT A – PROPOSAL/SCOPE OF WORK

- Tax ID – #46-0224588
- DUNS Number - 076974088
- Owner Name – Augustana College Association
- Official Address – Archeology Laboratory, Augustana University
2032 S. Grange Avenue
Sioux Falls, SD 57105

Following our review of the project map and information provided and your request for a proposal to conduct a Phase 1 cultural resources survey of the City of Storm Lake Wastewater Treatment Facility Wetland Development Project, near Storm Lake, Iowa, the Archeology Laboratory, Augustana University is pleased to provide the following proposal for your consideration. We propose the following tasks:

- Conduct a background records search for the proposed project area to determine if the area has been previously surveyed and/or if there are any previously recorded cultural resources in the area (i.e., prehistoric or historic sites/structures).
- Conduct a 100 percent on-ground survey of the project area as indicated on the map provided.
- A number of shovel tests may be excavated if ground surface visibility is poor due to heavy vegetation, to examine the soil profile, or to evaluate National Register of Historic Places (NRHP) eligibility status of sites identified.
- Document and do preliminary NRHP eligibility evaluation of up to two cultural resources sites. If more than two sites are identified, a cost revision will be necessary to complete the extra evaluation.
- Prepare a report detailing the work conducted, the results, and recommendations for submittal to the appropriate agencies. Up to five copies of the report will be submitted.

The estimated cost for this work is not to exceed **\$3,135.00**. The cost includes all travel, field work, report writing, and associated expenses.

Schedule:

Following the receipt of a written notice to proceed, the field work will be scheduled with top priority as soon as weather permits; the ground surface must be free of snow cover when the survey

is conducted and the soil must be thawed in order to conduct shovel tests. The report will be submitted within two weeks of completion of the field work.

EXHIBIT B

A. Executive Orders 11246 and 11375.

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

- 1) The AUGUSTANA will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The AUGUSTANA 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 AUGUSTANA 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 AUGUSTANA will, in all solicitations or advertisement for employees placed by or on behalf of the AUGUSTANA, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The AUGUSTANA 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 AUGUSTANA'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 AUGUSTANA 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 AUGUSTANA 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 AUGUSTANA'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 AUGUSTANA 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 AUGUSTANA 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 AUGUSTANA 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 AUGUSTANA becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the AUGUSTANA 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 AUGUSTANA 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 AUGUSTANA 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 AUGUSTANA 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 AUGUSTANA 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 AUGUSTANA 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 AUGUSTANA under this Contract shall, at the option of the City, become its property and the AUGUSTANA shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING. The AUGUSTANA 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 AUGUSTANA, to any person for influencing or attempting to influence an officer or employee or

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 AUGUSTANA shall complete and submit Standard Form LLL-“Disclosure Form to report Federal Lobbying” in accordance with its instruction.

C. The AUGUSTANA 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 AUGUSTANA 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 AUGUSTANA agrees as follows:

- 1) The AUGUSTANA 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 AUGUSTANA 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 AUGUSTANA 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 AUGUSTANA 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.

Staff Summary

2/19/2018

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. 63-R-2017-2018 Awarding Bid for the 7th and Geneseo Street Sanitary Sewer Improvements**

BACKGROUND: This project is one of the eight NRDC-HUD funded projects.

This project provides replacement of an undersized 10" trunk sanitary sewer main and replace it with a 15" sewer from the intersection of 7th and Ontario to the existing 18" trunk sewer located approximately 500 feet north of Geneseo by Hwy 7. The undersized trunk sewer collects I/I and causes severe surcharging in the system upstream of this location. The surcharging has damaged the sewer pipes and constricted the volume of flow. The impacts are basement sewer backups, and the need to conduct local bypass pumping by City personal. The project described below will also reduce I/I at this location. The new 15" sewer once constructed will relieve the need for bypass pumping, reduce sewer backups and improve the quality of life for users of this system. Engineer's estimate was \$253,436. Bids were opened on February 1 with three bids received. The low bid was Hulstein Excavating in the amount of \$306,440.05, which is 17% higher than the engineer's estimate. After reviewing the bids, it is determined that it is in the best interest of the City to accept the bid from Hulstein as rebidding the project will not result in any lower bids. The City has seen some cost savings from previously bid projects.

FISCAL IMPACT: The project is funded 75% federal funds and 25% sanitary sewer collection funds.

RECOMMENDATION: Approve Resolution No. 63-R-2017-2018 awarding bid to Hulstein Excavating in the amount of \$306,440.05.

ATTACHMENTS:

Description	Type
□ Bid Tab	Backup Material

1412 6th Street SW, P.O. Box 1467
Mason City, IA 50402-1467
Phone: 641.423.8271
Fax: 641.423.8450



WHKS & Co.

Bid Date: February 1st, 2018 @ 11:00 a.m.

WHKS #8406

7th and Geneseo St. Sanitary Sewer Improvements Storm Lake, IA			Engineer's Opinion		Hulstein Excavating 147 175th Avenue Edgerton, MN 56128		King Construction 104 Main St., PO Box 369 Wall Lake, IA 51466		H & W Contracting 3416 W. Hovland Drive Sioux Falls, SD 57107	
ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1 Modified Subbase	127	CY	\$50.00	\$6,350.00	\$53.00	\$6,731.00	\$70.00	\$8,890.00	\$54.00	\$6,858.00
2 Removal of Curb	0.42	STA	\$2,500.00	\$1,050.00	\$1,125.00	\$472.50	\$7,300.00	\$3,066.00	\$2,000.00	\$840.00
3 Standard or Slip Form Portland Cement Concrete Pavement, Class C, Class 3 Durability, 6 In.	364	SY	\$62.50	\$22,750.00	\$66.75	\$24,297.00	\$82.00	\$29,848.00	\$75.00	\$27,300.00
4 Standard or Slip Form Portland Cement Concrete Pavement, Class C, Class 3 Durability, 8.5 In.	398	SY	\$67.50	\$26,865.00	\$63.25	\$25,173.50	\$92.00	\$36,616.00	\$93.00	\$37,014.00
5 Granular Surfacing on Road, Class A Crushed Stone	65	Ton	\$25.00	\$1,625.00	\$41.75	\$2,713.75	\$36.00	\$2,340.00	\$35.00	\$2,275.00
6 Granular Backfill	285	Ton	\$25.00	\$7,125.00	\$29.15	\$8,307.75	\$32.00	\$9,120.00	\$16.00	\$4,560.00
7 Manhole, Sanitary Sewer, SW-301, 48 In.	4	Each	\$5,500.00	\$22,000.00	\$11,350.00	\$45,400.00	\$8,850.00	\$35,400.00	\$8,500.00	\$34,000.00
8 Drop Connection	1	Each	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
9 Sanitary Sewer Gravity Main, Trenched, Polyvinyl Chloride Pipe, 15 In.	383	LF	\$140.00	\$53,620.00	\$158.00	\$60,514.00	\$163.00	\$62,429.00	\$200.00	\$76,600.00
10 Sanitary Sewer Gravity Main with Casing Pipe, Trenchless, Polyvinyl Chloride Pipe (PVC) 15 In.	75	LF	\$350.00	\$26,250.00	\$400.00	\$30,000.00	\$613.00	\$45,975.00	\$1,165.00	\$87,375.00
11 Sanitary Sewer Service Relocation	4	Each	\$800.00	\$3,200.00	\$3,086.00	\$12,344.00	\$2,900.00	\$11,600.00	\$2,500.00	\$10,000.00
12 Sanitary Sewer Service Stub with Riser, Polyvinyl Chloride Pipe (PVC), 6 In.	31	LF	\$60.00	\$1,860.00	\$56.25	\$1,743.75	\$150.00	\$4,650.00	\$100.00	\$3,100.00
13 Remove Sanitary Sewer Pipe Less Than or Equal to 36 In.	130	LF	\$10.00	\$1,300.00	\$12.00	\$1,560.00	\$33.00	\$4,290.00	\$6.00	\$780.00
14 Sanitary Sewer Aandonment, Fill and Plug, Less Than or Equal to 36 In. Dia.	331	LF	\$15.00	\$4,965.00	\$9.00	\$2,979.00	\$16.00	\$5,296.00	\$12.00	\$3,972.00
15 Engineering Fabric	762	SY	\$3.00	\$2,286.00	\$1.65	\$1,257.30	\$3.00	\$2,286.00	\$2.25	\$1,714.50
16 Removal of Pavement	762	SY	\$10.00	\$7,620.00	\$18.75	\$14,287.50	\$11.00	\$8,382.00	\$7.00	\$5,334.00
17 Removal of Intakes and Utility Accesses	3	Each	\$700.00	\$2,100.00	\$325.00	\$975.00	\$2,000.00	\$6,000.00	\$500.00	\$1,500.00
18 Removal of Sidewalk	87	SY	\$15.00	\$1,305.00	\$16.50	\$1,435.50	\$8.00	\$696.00	\$7.00	\$609.00
19 Sidewalk, P.C. Concrete, 4 In.	10	SY	\$55.00	\$550.00	\$62.75	\$627.50	\$163.00	\$1,630.00	\$53.00	\$530.00
20 Sidewalk, P.C. Concrete, 6 In.	74	SY	\$60.00	\$4,440.00	\$68.50	\$5,069.00	\$110.00	\$8,140.00	\$53.00	\$3,922.00
21 Detectable Warnings	54	SF	\$40.00	\$2,160.00	\$41.00	\$2,214.00	\$72.00	\$3,888.00	\$50.00	\$2,700.00
22 Fence, Temporary	478	LF	\$5.00	\$2,390.00	\$2.25	\$1,075.50	\$3.00	\$1,434.00	\$3.50	\$1,673.00
23 Temporary Barrier Rail, Concrete	37.5	LF	\$30.00	\$1,125.00	\$35.00	\$1,312.50	\$100.00	\$3,750.00	\$110.00	\$4,125.00
24 Construction Survey	1	LS	\$3,000.00	\$3,000.00	\$1,750.00	\$1,750.00	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00
25 Traffic Control	1	LS	\$7,500.00	\$7,500.00	\$5,500.00	\$5,500.00	\$2,800.00	\$2,800.00	\$7,500.00	\$7,500.00
26 Mobilization	1	LS	\$27,500.00	\$27,500.00	\$36,000.00	\$36,000.00	\$9,300.00	\$9,300.00	\$135,000.00	\$135,000.00
27 Exploratory Excavation	8	Hour	\$250.00	\$2,000.00	\$275.00	\$2,200.00	\$160.00	\$1,280.00	\$125.00	\$1,000.00
28 Quality Assurance Testing	1	LS	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Total				\$253,436.00		\$306,440.05		\$320,606.00		\$472,281.50

RESOLUTION NO. 63-R-2017-2018

RESOLUTION ACCEPTING AND AWARING BID FOR THE CITY OF STORM LAKE 7th AND GENESEO SANITARY SEWER IMPROVEMENTS

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 7th and Geneseo Sanitary Sewer Improvements, described in the plans and specifications heretofore adopted by this Council on February 5, 2018 be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor:	Hulstein Excavating, Edgerton, MN
Amount of bid:	\$306,440.05
Portion of bid:	All

Section 2. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements, said contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 19th day of February, 2018.

Michael Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

2/19/2018

Agenda Item # 11.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Public Hearing for Sale and Disposition of Real Estate**

BACKGROUND: The City of Storm Lake is the developer of the lots located in 3rd Addition. In order to move forward with the lot transfer from the City of Storm Lake to the Storm Lake School District, the City needs to have a public hearing for the real estate transfer.

FISCAL IMPACT: No fiscal impact

RECOMMENDATION: Open Hearing
Hear Comments
Close Hearing

ATTACHMENTS:

Description	Type
☐ Notice of Public Hearing	Backup Material
☐ Real Estate Contract	Backup Material

NOTICE TO THE PUBLIC

Notice is hereby given to all residents of the City of Storm Lake, Iowa that the City Council will hold a hearing at 5:00 p.m. on February 19, 2018, at the Council Chambers in Storm Lake, Iowa, for the purpose of considering a proposal previously adopted by Resolution to dispose of real estate described in the previously-adopted Resolution. The Resolution is as follows:

RESOLUTION PROPOSING SALE AND DISPOSITION OF REAL ESTATE AND PROVIDING NOTICE TO THE PUBLIC

WHEREAS, the City of Storm Lake, Iowa (the “City”) is the owner of real estate described as:

Lot 24, Storm Lake 3rd Addition, in the City of Storm Lake, Buena Vista County, Iowa,

(the “Real Estate”);

WHEREAS, the City has received a proposal from the Storm Lake Community School District (the “District”), in the form of a proposed Real Estate Contract (the “Contract”) by and between the City and the District, pursuant to which the City would sell and convey the Real Estate to the District;

WHEREAS, the Real Estate is not needed by the City;

WHEREAS, under the Contract, the District, as consideration for the real estate conveyance, will satisfy \$15,000.00 of the original \$23,000.00 obligation owed by the City to the District for reimbursement of part of the cost of storm water line improvements initially paid by the District, pursuant to a Development Agreement between the City and the District dated September 20, 2010; and

WHEREAS, a copy of the Contract is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, 620 Erie Street, City of Storm Lake, Iowa.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City of Storm Lake, Iowa does hereby propose to sell, dispose of, and convey, the Real Estate to the District on the terms described above.

IT IS FURTHER RESOLVED that this proposal shall be scheduled for public hearing at the Council Chambers at City Hall at a regular council meeting scheduled for February 19, at 5:00 p.m. The City Clerk is further directed to have a copy of this Resolution published in the Storm Lake Times on a date not less than four (4) days nor more than twenty (20) days prior to said meeting.

Passed and approved this 5th day of February, 2018.

/s/ Michael Porsch
Michael Porsch, Mayor

ATTEST:

/s/ Mayra A. Martinez
Mayra A. Martinez, City Clerk

You are hereby advised of your right to be present at the Council meeting at 5:00 p.m., February 19, 2018, at the City Hall in Storm Lake, Iowa to speak in favor of or in opposition to such proposal to dispose of the real estate interest.

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

**REAL ESTATE CONTRACT
(SHORT FORM)**

IT IS AGREED between the City of Storm Lake, Iowa, an Iowa municipal corporation, ("Sellers"); and Storm Lake Community School District ("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Buena Vista County, Iowa, described as:

Lot 24, Storm Lake 3rd Addition, in the City of Storm Lake, Buena Vista County, Iowa,

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; and c. any easements of record for public utilities, roads and highways; (the "Real Estate"), upon the following terms:

1. **PRICE.** The consideration for the Real Estate is Buyers' satisfaction of \$15,000.00 of the \$23,000.00 obligation owed by Sellers to Buyers for reimbursement of part of the cost of storm water line improvements initially paid by the Buyers, all pursuant to a Development Agreement between the parties dated September 20, 2010. Buyers shall provide evidence of such satisfaction as specified below at closing, to be held at the office of Havens and Havens, 716 Lake Avenue, Storm Lake, IA 50588:

Buyers shall deliver to City at closing a duly-executed document called Partial Satisfaction of Obligation, an unexecuted copy of which is attached hereto as Exhibit "A," upon Sellers' delivery to Buyers of the warranty deed conveying the Real Estate to Buyers.

2. **INTEREST.** Buyers shall pay interest at the rate of 4 percent per annum on the amount of all indebtedness not timely satisfied and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.

3. **REAL ESTATE TAXES.** Sellers shall pay all real estate taxes delinquent if not paid October 1, 2018, and a fractional share of the taxes delinquent if not paid April 1, 2019, the numerator of which fraction shall be the number of days from January 1, 2018 through the date of closing, inclusive, and the denominator of which fraction shall be 181; and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this contract. All other special assessments shall be paid by Buyers.

5. POSSESSION AND CLOSING. Sellers shall give Buyers possession of the Real Estate on the date of closing, provided Buyers are not in default under this contract. Closing shall be on April 1, 2018, or such other date upon which the parties may agree in writing.

6. INSURANCE. Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests may appear. Buyers shall provide Sellers with evidence of such insurance.

7. ABSTRACT AND TITLE. Sellers, at their expense, shall obtain an abstract of title to the Real Estate continued through the date on which all proceedings of the City Council of Sellers necessary to approve this sale of Real Estate are shown of record, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in or conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the consideration for the Real Estate has been provided to Sellers. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

8. FIXTURES. All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.)

9. DEED. Upon Buyers' delivery to Sellers of the duly-executed "Partial Satisfaction of Obligation," an unexecuted copy of which is attached hereto as Exhibit "A," Sellers shall convey the Real Estate to Buyers or their assignees, by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.

10. REMEDIES OF THE PARTIES. a. If Buyers (a) fail to deliver the "Partial Satisfaction of Obligation" aforesaid, or (b) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract ; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of

lease, and may accordingly be ousted and removed as such as provided by law.

b. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Sellers, in such action file an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code. Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

c. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.

d. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

11. TIME IS OF THE ESSENCE. Time is of the essence in this contract.

12. CONSTRUCTION. Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

13. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

14. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

15. ADDITIONAL PROVISIONS. This Contract is subject to and conditioned upon its approval by the City Council of the City of Storm Lake, Iowa, and the School Board of the Storm Lake Community School District. If not approved by either the City Council of the City of Storm Lake, Iowa, or the School Board of the Storm Lake Community School District, this contract shall be void and unenforceable.

[The remainder of this page is left blank intentionally. The signature page follows.]

CITY OF STORM LAKE IOWA, Sellers

Dated: _____

By: _____

By: _____

STORM LAKE COMMUNITY SCHOOL DISTRICT, Buyers

Dated: _____

By: _____

By: _____

Staff Summary

2/19/2018

Agenda Item # 12.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Resolution No. 64-R-2017-2018 Approving Sale and Disposition of Real Estate and Partial Satisfaction of Obligation**

BACKGROUND: The City of Storm Lake is the developer of the lots located in 3rd Addition. The Storm Lake School District will construct a single family dwelling on lot 24 of the Storm Lake 3rd Addition. The transfer of the lot will partially satisfy the obligation owned by the City to the District for reimbursement of part of the cost of storm water line improvements initially paid by the District pursuant to a Development Agreement dated September 20, 2010.

FISCAL IMPACT: No fiscal impact

RECOMMENDATION: Approve Resolution No. 64-R-2017-2018

ATTACHMENTS:

Description	Type
☐ Real Estate Contract	Backup Material
☐ Exhibit A for Contract	Contract
☐ Resolution No. 64-R-2017-2018	Resolution

**REAL ESTATE CONTRACT
(SHORT FORM)**

IT IS AGREED between the City of Storm Lake, Iowa, an Iowa municipal corporation, ("Sellers"); and Storm Lake Community School District ("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Buena Vista County, Iowa, described as:

Lot 24, Storm Lake 3rd Addition, in the City of Storm Lake, Buena Vista County, Iowa,

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; and c. any easements of record for public utilities, roads and highways; (the "Real Estate"), upon the following terms:

1. **PRICE.** The consideration for the Real Estate is Buyers' satisfaction of \$15,000.00 of the \$23,000.00 obligation owed by Sellers to Buyers for reimbursement of part of the cost of storm water line improvements initially paid by the Buyers, all pursuant to a Development Agreement between the parties dated September 20, 2010. Buyers shall provide evidence of such satisfaction as specified below at closing, to be held at the office of Havens and Havens, 716 Lake Avenue, Storm Lake, IA 50588:

Buyers shall deliver to City at closing a duly-executed document called Partial Satisfaction of Obligation, an unexecuted copy of which is attached hereto as Exhibit "A," upon Sellers' delivery to Buyers of the warranty deed conveying the Real Estate to Buyers.

2. **INTEREST.** Buyers shall pay interest at the rate of 4 percent per annum on the amount of all indebtedness not timely satisfied and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.

3. **REAL ESTATE TAXES.** Sellers shall pay all real estate taxes delinquent if not paid October 1, 2018, and a fractional share of the taxes delinquent if not paid April 1, 2019, the numerator of which fraction shall be the number of days from January 1, 2018 through the date of closing, inclusive, and the denominator of which fraction shall be 181; and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this contract. All other special assessments shall be paid by Buyers.

5. POSSESSION AND CLOSING. Sellers shall give Buyers possession of the Real Estate on the date of closing, provided Buyers are not in default under this contract. Closing shall be on April 1, 2018, or such other date upon which the parties may agree in writing.

6. INSURANCE. Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests may appear. Buyers shall provide Sellers with evidence of such insurance.

7. ABSTRACT AND TITLE. Sellers, at their expense, shall obtain an abstract of title to the Real Estate continued through the date on which all proceedings of the City Council of Sellers necessary to approve this sale of Real Estate are shown of record, and deliver it to Buyers for examination. It shall show merchantable title in Sellers in or conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the consideration for the Real Estate has been provided to Sellers. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

8. FIXTURES. All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.)

9. DEED. Upon Buyers' delivery to Sellers of the duly-executed "Partial Satisfaction of Obligation," an unexecuted copy of which is attached hereto as Exhibit "A," Sellers shall convey the Real Estate to Buyers or their assignees, by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.

10. REMEDIES OF THE PARTIES. a. If Buyers (a) fail to deliver the "Partial Satisfaction of Obligation" aforesaid, or (b) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract ; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of

lease, and may accordingly be ousted and removed as such as provided by law.

b. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Sellers, in such action file an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code. Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

c. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.

d. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

11. TIME IS OF THE ESSENCE. Time is of the essence in this contract.

12. CONSTRUCTION. Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

13. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

14. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

15. ADDITIONAL PROVISIONS. This Contract is subject to and conditioned upon its approval by the City Council of the City of Storm Lake, Iowa, and the School Board of the Storm Lake Community School District. If not approved by either the City Council of the City of Storm Lake, Iowa, or the School Board of the Storm Lake Community School District, this contract shall be void and unenforceable.

[The remainder of this page is left blank intentionally. The signature page follows.]

CITY OF STORM LAKE IOWA, Sellers

Dated: _____

By: _____

By: _____

STORM LAKE COMMUNITY SCHOOL DISTRICT, Buyers

Dated: _____

By: _____

By: _____

Exhibit "A"

PARTIAL SATISFACTION OF OBLIGATION

In consideration of the conveyance by the City of Storm Lake, Iowa (the "City") to the Storm Lake Community School District (the "District") of real estate described as:

Lot 24, Storm Lake 3rd Addition, in the City of Storm Lake, Buena Vista County, Iowa, by warranty deed, the District, by its Board of Education, hereby satisfies \$15,000.00 of the original \$23,000.00 obligation owed by the City to the District for reimbursement of part of the cost of storm water line improvements initially paid by the District, pursuant to a Development Agreement between the City and the District dated September 20, 2010.

The District recognizes and acknowledges that said Lot 24 has a fair market value of \$15,000.00 at the time of its conveyance by the City to the District.

Dated: _____

STORM LAKE COMMUNITY SCHOOL DISTRICT

By: _____
Peter Steinfeld, President, Board of Education

ATTEST:

Trudy Pedersen, Secretary, Board of Education

RESOLUTION NO. 64-R-2017-2018

**RESOLUTION APPROVING THE SALE AND CONVEYANCE OF REAL ESTATE TO THE
STORM LAKE COMMUNITY SCHOOL DISTRICT, AND AUTHORIZING THE MAYOR
AND CLERK TO EXECUTE THE CONTRACTS, DEEDS, AND DOCUMENTS FOR SUCH
SALE AND CONVEYANCE**

WHEREAS, the City of Storm Lake, Iowa (the “City”) is the owner of real estate described as follows:

Lot 24, Storm Lake 3rd Addition, in the City of Storm Lake, Buena Vista County,
Iowa,

(the “Real Estate”);

WHEREAS, the City Council, by Resolution adopted February 5, 2018, proposed that the City sell and convey the Real Estate to the Storm Lake Community School District (the “District”) pursuant to a proposed Real Estate Contract (the “Contract”), under which, the District, as consideration for the real estate conveyance, will satisfy \$15,000.00 of the original \$23,000.00 obligation owed by the City to the District for reimbursement of part of the cost of storm water line improvements initially paid by the District, pursuant to a Development Agreement between the City and the District dated September 20, 2010;

WHEREAS, the Real Estate is not otherwise needed by the City;

WHEREAS, notice of the February 19, 2018 public hearing on the proposed sale and disposition has been made to the public by publication in the Storm Lake Times on February 9, 2018, pursuant to a directive to the Clerk contained in the February 5, 2018 Resolution, and such hearing has now been held; and

WHEREAS, no objections to the proposed sale and conveyance have been made.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City of Storm Lake, Iowa does hereby agree to sell and convey the Real Estate to the District in accordance with the terms and conditions of the Contract, for the consideration of the satisfaction of \$15,000.00 of the original \$23,000.00 obligation owed by the City to the District for reimbursement of part of the cost of storm water line improvements initially paid by the District, pursuant to a Development Agreement between the City and the District dated September 20, 2010.

IT IS FURTHER RESOLVED AND DIRECTED that the Mayor and City Clerk are authorized to sign and otherwise execute the Contract, and all necessary contracts, deeds, and documents associated with the sale on behalf of the City for the purpose of selling and conveying the Real Estate to the District in exchange for the consideration and under the terms and conditions aforesaid.

Passed and approved this 19th day of February, 2018.

Michael Porsch, Mayor

Attest:

Mayra A. Martinez, City Clerk

Staff Summary

2/19/2018

Agenda Item # 13.



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

REPORT TO: Honorable Mayor and City Council

FROM: Keri Navratil, City Manager

SUBJECT: **Resolution No. 65-R-2017-2018 Awarding Contract for the 10th and Ontario Stormwater Project**

BACKGROUND: This project is one of the eight projects funded by the National Disaster Resiliency Grant.

The project consists of updating and enhancing portions of the City's stormwater infrastructure in areas with high flood occurrence and high pollutant loads in the Ontario Street corridor from 6th Street on the south through 10th Street on the north. Improvements include a storm water basin, retention basins, and bio-swales on City owned land along the south side of 10th Street across from the Field of Dreams sports complex. The engineer's estimated cost is \$1,600,000.

Bids were opened on January 9, 2018 and six bids were received. On January 15, 2018 City Council awarded the bid to Healy Excavating from Lake View, Iowa in the amount of \$1,431,254.21.

FISCAL IMPACT: The project is funded 75% by federal HUD money and 25% local match using franchise fees and Local Option Sales Tax

RECOMMENDATION: Approve Resolution No. 65-R-2017-2018 Awarding Bid to Healy Excavating

ATTACHMENTS:

Description	Type
□ Resolution No. 65-R-2017-2018	Resolution

RESOLUTION NO. 65-R-2017-2018

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as 10th and Ontario Stormwater Improvements Project and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor:	Healy Excavating, Lake View
Date of Contract:	February 19, 2018
Bond Surety:	Granite Re, Inc.
Date of Bond:	February 19, 2018
Portion of Project:	All

PASSED AND APPROVED this 19th day of February, 2018.

Mike Porsch, Mayor

ATTEST:

Mayra A. Martinez, City Clerk