**CITY OF STORM LAKE**
**REGULAR COUNCIL MEETING, COUNCIL CHAMBERS**
**DECEMBER 4, 2017**
**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. **Approve Consent Agenda**
   - B. **Buy Local Information**
   - C. **Approve Easement Payment to Douglas and Sharen Peters**
   - D. **Approval of November 7, 2017 Election Results**
3. **Storm Lake United Quarterly Update**
4. **Motion to Approve Request from Iowa Lakes Regional Water and Approve Agreement with Michael and Mary Jo Olthoff**
5. **Resolution No. 32-R-2017-2018 Approving Substantial Completion for the Expansion Boulevard Storm Water Project**
6. **Resolution No. 33-R-2017-2018 Professional Services Contract with Bolton & Menk for Rehabilitate Connector Taxiway and Apron**
7. **Resolution No. 34-R-2017-2018 Employee Handbook Section 4.7 Amendment**
8. **Closed Session Reference Iowa Code Chapter 21.5 (c) Matters of Litigation**
9. Adjourn

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

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

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

Find us on Facebook https://www.facebook.com/cityofstormlake Follow us on Twitter @Storm_Lake Find us on the Web at http://www.stormlake.org

# Staff Summary

**12/4/2017**
**Agenda Item # A.**

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

**REPORT TO:** Honorable Mayor and City Council

**FROM:** Mayra Martinez, City Clerk

**SUBJECT:** **Approve Consent Agenda**

**BACKGROUND:** The Consent Agenda Includes:

- List of bills for approval
- King's Pointe disbursements and Sunrise Pointe bills for approval
- Approve the November 20, 2017 City Council Minutes
- Approve renewal liquor license for Brewsters
- Approve Native Wine renewal for Hy-Vee
- Approve taxicab license name change from Storm Lake Cabs to Storm Lake Cabs LL.
- Approve renewed Water Contract for new owners at the following address (contracts in file):
    - 132 Casino
    - 196 Casino
    - 194 Casino
- Approve Easement to Douglas and Sharen Peter (see staff summary)
- Approve the Abstract of Votes from the November 7th, 2017 City Election (see staff summary)

**FISCAL IMPACT:** The City will pay the following expenditures:

- List of Bills -$530,932.73
- King's Pointe & Sunrise Pointe Golf Course Bills - $114,508.10

The City will receive the following revenues:

- Liquor license renewal - $845.00

**RECOMMENDATION:** Approve Consent Agenda

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Minutes - November 20, 2017 | Minutes |

| | | |
|---|---|---|
| 🗋 | List of Bills | List of Bills |
| 🗋 | King's Pointe and Golf Course - List of Bills | List of Bills |
| 🗋 | Storm Lake Cab LLC | Backup Material |
| 🗋 | Liquor Report - Brewsters | Backup Material |

**REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, NOVEMBER 20, 2017 5:00 P.M.**

Present: Mayor Jon F. Kruse, Council Members Bruce Engelmann, Tyson Rice, Dan Anderson, Mike Porsch, and Bruce Carlson. Absent: None.
Staff present: City Manager Keri Navratil, Assistant City Manager David Derragon, City Attorney Phil Havens, Public Safety Director Mark Prosser, Building Official Scott Olesen, Library Director Elizabeth Huff, Water Plant Superintendent Mike Davis, Wastewater Treatment Plan Superintendent Mark Streed, Finance Director Brian Oakleaf, and City Clerk Mayra Martinez

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

**Hear the Public –** none

**Consent Agenda –** Moved by Council Member Porsch to approve the consent agenda which includes check #56872 through #56986 and King's Pointe and Sunrise Pointe Bill disbursements, November 6, 2017 City Council Minutes, and easement for 215/217 Memorial Road for the 1st and Mae Street Sewer Lining Project with Sharen Peters, as Trustee of the Sharen Peters Revocable Living Trust and Douglas Peters, as Trustee of the Douglas Peters Revocable Living Trust. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

**REAP Grant –** Moved by Council Member Porsch to approve the Resource Enhancement and Protection (REAP) Grant Agreement for park land acquisition pertaining to West 10th Park Acquisition – McMajor Property. Total amount awarded is $75,000. Moved by Council Member Carlson. Vote: All ayes. Motion carried.

**Hopper Annexation –** Moved by Council Member Porsch to adopt Resolution No. 30-R-2017-2018 setting December 14, 2017 at 9:00 am the consultation meeting with Buena Vista County Board of Supervisors and Hayes Township Trustees and setting February 5th, 2018 for a public hearing Hopper annexation hearing.. Seconded by Council Member by Engelmann. Vote: All ayes. Motion carried.

**RESOLUTION NO. 30-R-2017-2018**

RESOLUTION SCHEDULING PUBLIC HEARING ON PROPOSED VOLUNTARYANNEXATION

WHEREAS, the City of Storm Lake, Iowa has received an Application from the owner of property requesting that the City voluntarily annex the owner's property which is generally adjacent to the northeastern boundary of the City of Storm Lake, located south of 600th Street and east of, Redwood Drive, a private road, and is more specifically described as follows:

**Parcel A**, located at 1506 E. Milwaukee Avenue, Storm Lake, Iowa, identified for taxation purposes as Parcel Number14-02-201-008, having an area of .861 acre, owned by Charlotte Joyce Hopper, a single person, and legally described as:

> LOT TWO (2), BLOCK ONE (1), FERRY'S SUB-DIVISION OF PART OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION TWO (2), TOWNSHIP NINETY (90) NORTH, RANGE THIRTY-SEVEN (37) WEST OF THE 5TH P.M.

WHEREAS, the proposed annexation of such parcel is 100% voluntary;

WHEREAS, the territory proposed to be annexed adjoins the northeastern boundary of the City of Storm Lake, is outside the boundaries of any other city, is within two miles of the city limits of the City of Lakeside, Iowa, but is not within two miles of the boundaries of any city other than the City of Lakeside, Iowa;

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

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

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

1. City staff shall hold a consultation meeting with regard to this proposed annexation with the Buena Vista County Board of Supervisors and the Hayes Township Trustees on December 14, 2017, at 9:00 a.m. at the Council Chambers in City Hall in Storm Lake, Iowa. City staff shall give notice to such Board and Trustees as required by law.

2. The City of Storm Lake shall consider the proposal to voluntarily annex the property described above. The meeting of the City Council at which the proposed annexation is to be considered shall be held in the Council Chambers at City Hall, Storm Lake, Iowa at 5:00 p.m. on the 5th day of February, 2018, at which time the City Council will hear both those who oppose and those who favor the proposal.

3. The City Clerk shall publish Notice of Hearing on Voluntary Annexation not less than 10 business days prior to the date of the hearing in the Storm Lake Times.

4. The City Clerk shall mail Notice to all owners of the adjoining land, to the Chairperson of the Buena Vista County, Iowa Board of Supervisors, to the affected utilities, and to all other parties giving notice of said public hearing as required by Iowa Code Section 368.7, not less than 14 business days prior to the hearing. Such notices shall be sent by certified mail when required by the Iowa Code or Administrative Rules.

Moved by Council Member ______________________________ to adopt and seconded by Council Member __________________________________________.

Passed and approved this 20th day of November, 2018.

____________________________________________

Jon F. Kruse, Mayor

ATTEST:

__________________________________
Mayra A. Martinez, City Clerk

**Appraisal Services –** Moved by Council Member Engelmann to adopt Resolution No. 31-R-2017-2018 approving contract for appraisal services with Remer Appraisals. Appraisal fee not to exceed $8,000.00. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

**RESOLUTION NO. 31-R-2017-2018**

RESOLUTION APPROVING THE CONTRACT FOR APPRAISAL SERVICE WITH REMER APPRAISALS

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

Section 1. That the City of Storm Lake enter into an Agreement with George Remer DBA Remer Appraisals. Appraisal Fees Services not to exceed $8,000.00

Appraisal Services for the address identified as follows:
Parcel No. 1402152003, Buena Vista County, IA
Owner: Storm Lake Community School
Site Address: 930 E 5th Street, Storm Lake, IA

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

PASSED AND APPROVED this 20th day of November, 2017.

__________________________________
Jon F. Kruse, Mayor

ATTEST:

__________________________________
Mayra A. Martinez, City Clerk

**Grant Submission –** Moved by Council Member Porsch to approve grant submission for implementing a Storm Water Harvesting & Irrigation Reuse System for additional Water Quality Benefits. Seconded by Council Member Rice. Vote: All ayes. Motion carried.

**Closed Session –** Moved by Council Member Porsch to approve closed session reference Iowa Code Chapter 21.5 (c) Matters of Litigation. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

In attendance in closed session: Engelmann, Rice, Anderson, Carlson, Kruse, Olesen, Derragon, Martinez, Havens, and Navratil.

Moved by Council Member Porsch to reconvene to open session at 6:05 pm. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

**Adjournment –** Moved by Council Member Engelmann to adjourn the meeting at 6:06 pm. Seconded by Council Member Carlson. Vote: All ayes. Motion carried.

________________________________

Jon F. Kruse, Mayor

ATTEST:

______________________________

Mayra A. Martinez, City Clerk

**UNAVAILABLE**

| | | |
|---|---|---|
| AFLAC | PR Batch 00554.11.2017 Aflac Pretax | 385.11 |
| AFLAC | PR Batch 00554.11.2017 Aflac After tax | 71.78 |
| City of Storm Lake | PR Batch 00554.11.2017 Dental employee/child | 3.00 |
| City of Storm Lake | PR Batch 00554.11.2017 Dental insurance employee c | 26.00 |
| City of Storm Lake | PR Batch 00554.11.2017 Dental employee/spouse | 12.78 |
| City of Storm Lake | PR Batch 00554.11.2017 Dental insurance family | 81.18 |
| City of Storm Lake | PR Batch 00554.11.2017 125 Flexible Benefits | 641.32 |
| City of Storm Lake | PR Batch 00554.11.2017 Flex- Child Care | 96.15 |
| City of Storm Lake | PR Batch 00554.11.2017 Health Insurance Family | 1,783.21 |
| City of Storm Lake | PR Batch 00554.11.2017 Health Insurance Single | 517.86 |
| Collection Services Center | PR Batch 00554.11.2017 Child Support Payments to I | 222.00 |
| Conseco Health Insurance Co | PR Batch 00554.11.2017 Cancer Pre Tax Insurance | 20.59 |
| EFTPS | PR Batch 00554.11.2017 Federal Income Tax | 9,521.69 |
| EFTPS | PR Batch 00554.11.2017 FICA Employee Portion | 3,372.25 |
| EFTPS | PR Batch 00554.11.2017 FICA Employer Portion | 3,372.25 |
| EFTPS | PR Batch 00554.11.2017 Medicare Employee Portion | 1,344.11 |
| EFTPS | PR Batch 00554.11.2017 Medicare Employer Portion | 1,344.11 |
| ICMA Retirement Trust 457 | PR Batch 00554.11.2017 ICMA | 825.00 |
| Iowa Public Employees | PR Batch 00554.11.2017 IPERS | 3,364.98 |
| Iowa Public Employees | PR Batch 00554.11.2017 IPERS City Share | 5,050.13 |
| ITT Hartford AMS RPVA | PR Batch 00554.11.2017 457 Hartford | 175.00 |
| Muni Fire/Police Retire | PR Batch 00554.11.2017 Muni Police/Fire Pension | 3,468.49 |
| Muni Fire/Police Retire | PR Batch 00554.11.2017 Muni Police/Fire Pension Ci | 9,475.62 |
| Teamsters Local Union 554 | PR Batch 00554.11.2017 Union Dues | 332.50 |
| Treasurer State Of Iowa | PR Batch 00554.11.2017 State Income Tax | 3,651.23 |

**UNAVAILABLE** **Department Total =** 49,158.34

**Police Department**

| | | |
|---|---|---|
| Central Iowa Distributing, Inc | Supplies | 45.09 |
| Central Iowa Distributing, Inc | Cleaning Supplies | 215.64 |
| Edwards Storm Lake | Battery Replacement | 277.79 |
| Edwards Storm Lake | Brake Replacement | 715.48 |
| Eickholt Raymond | IACP Training- Philadelphia- Eikholt | 1,563.50 |
| Jack's Uniforms & Equipment | Uniform- Eickholt | 123.89 |
| Mangold Environmental Testing | Shipping Services | 6.48 |
| Nepple Electric Inc | Parking Light Repairs | 99.16 |
| NW IA YES Center | Transportation Services | 47.00 |
| NW IA YES Center | Transportation Services | 58.00 |
| O'Reilly Auto Parts | Capsules | 158.84 |
| Police Exec Research Forum | FY2018 Membership | 200.00 |
| Principal Life Ins Co | Insurance Premium Dec 2017 | 2,347.45 |
| Prosser Mark | Meeting Expense | 92.74 |
| Rasmussen's | Replace Mirror Glass | 136.08 |
| Rohr Manufacturing Services, Ltd | Fire Extinguisher Services | 152.45 |
| Wal Mart #01-1526 | Supplies | 23.36 |

**Police Department** **Department Total =** 6,262.95

**Fire Department**

| | | |
|---|---|---|
| Bomgaars Supply, Inc | Blades | 25.11 |
| Bomgaars Supply, Inc | Sealant | 4.99 |
| Northwest Glass Inc | Window Services- Less Tax | 98.10 |
| Principal Life Ins Co | Insurance Premium Dec 2017 | 185.78 |
| Stanton Electric, Inc | Lights | 24.74 |

| | | |
|---|---|---|
| Storm Lake Mercy Medical Clinic | Fire Fighter Physical- Blaha-Polson | 175.00 |
| **Fire Department** | **Department Total =** | 513.72 |
| **Building Official** | | |
| Bomgaars Supply, Inc | Hat | 14.99 |
| IAPMO | FY2018 Membership- Olesen | 200.00 |
| Principal Life Ins Co | Insurance Premium Dec 2017 | 99.53 |
| **Building Official** | **Department Total =** | 314.52 |
| **Law Enforcement** | | |
| Buena Vista Co Attorney | Forfeiture of Hollowell. Steinbeck, & Campbrell Gran | 315.94 |
| Iowa Dept of Justice Attorney General's Office | Forfeiture of Hollowell, Steinbeck, & Campbell Vehic | 327.60 |
| **Law Enforcement** | **Department Total =** | 643.54 |
| **Crime Prevention** | | |
| Wal Mart #01-1526 | Supplies | 210.40 |
| **Crime Prevention** | **Department Total =** | 210.40 |
| **Roadway Maintenance** | | |
| Bomgaars Supply, Inc | Filter | 11.96 |
| Bomgaars Supply, Inc | Supplies | 76.13 |
| Fastenal Company | Supplies for New Sander | 48.98 |
| Iowa Civil Contracting, Inc | Pay Request #3 Richland Street Reconstruction | 227,224.20 |
| Principal Life Ins Co | Insurance Premium Dec 2017 | 377.01 |
| Wal Mart #01-1526 | Office Supplies | 67.69 |
| **Roadway Maintenance** | **Department Total =** | 227,805.97 |
| **Signs & Signals** | | |
| General Traffic Controls Inc | Traffic Signal Equipment- E Milwaukee/Seneca | 79.70 |
| General Traffic Controls Inc | Traffic Signal Equipment | 214.20 |
| **Signs & Signals** | **Department Total =** | 293.90 |
| **Snow Removal** | | |
| Principal Life Ins Co | Insurance Premium Dec 2017 | 95.35 |
| **Snow Removal** | **Department Total =** | 95.35 |
| **Airport** | | |
| Bart's Flying Service | Airport Contract November 2017 | 5,138.98 |
| Bolton & Menk, Inc | Construction Admin through 10/31/2017 | 11,199.75 |
| Buena Vista County Sheriff | Papers Served | 42.50 |
| Neuroth Kevin | 2nd Qtr FY2018 Garbage Services | 161.25 |
| **Airport** | **Department Total =** | 16,542.48 |
| **Library** | | |

| | | |
|---|---|---|
| Barnes & Noble Booksellers, Inc | Books | 298.33 |
| Brodart Co | Books | 153.00 |
| Brodart Co | Books | 21.78 |
| Brodart Co | Books | 85.85 |
| Brodart Co | Books | 12.28 |
| Brodart Co | Books | 12.35 |
| Brodart Co | Books | 12.47 |
| Brodart Co | Books | 131.65 |
| Brodart Co | Books | 20.78 |
| Brodart Co | Books | 32.85 |
| Central Iowa Distributing, Inc | Cleaning Supplies | 109.26 |
| Central Iowa Distributing, Inc | Cleaning Supplies | 282.44 |
| Custodian of Petty Cash Kim Mehlenbacher | Postage | 142.70 |
| Demco, Inc | Book Covers & Supplies | 428.81 |
| Flynn Gabriel J | Books | 264.00 |
| Freese Ruth | October 2017 Homebound Deliveries | 9.63 |
| Houchen Bindery Ltd | Book Binders | 32.00 |
| Hy-Vee, Inc | IPTV Supplies | 44.13 |
| Hy-Vee, Inc | IPTV Supplies | 9.65 |
| Ingram Library Services, Inc | Books | 19.96 |
| Ingram Library Services, Inc | Books | 10.23 |
| Ingram Library Services, Inc | Books | 17.99 |
| Ingram Library Services, Inc | Books | 14.58 |
| Ingram Library Services, Inc | Books | 22.37 |
| Ingram Library Services, Inc | Books | 16.03 |
| Ingram Library Services, Inc | Books | 12.08 |
| Ingram Library Services, Inc | Books | 54.75 |
| Ingram Library Services, Inc | Books | 7.81 |
| Ingram Library Services, Inc | Books | 20.02 |
| Ingram Library Services, Inc | Books | 22.37 |
| Ingram Library Services, Inc | Books | 21.22 |
| Ingram Library Services, Inc | Books | 21.79 |
| Ingram Library Services, Inc | Books | 18.26 |
| Ingram Library Services, Inc | Books | 18.24 |
| Ingram Library Services, Inc | Books | 20.32 |
| Ingram Library Services, Inc | Books | 12.86 |
| Ingram Library Services, Inc | Books | 11.75 |
| Ingram Library Services, Inc | Books | 70.83 |
| Ingram Library Services, Inc | Books | 23.93 |
| Ingram Library Services, Inc | Books | 14.07 |
| Ingram Library Services, Inc | Books | 38.57 |
| Iowa Office Supply Inc | Paper & Supplies | 32.16 |
| JNB Acquisition Corporation | Copier Maintenance Agreement | 33.30 |
| Midwest Tape LLC | DVDs | 262.89 |
| Midwest Tape LLC | DVDs | 22.99 |
| Midwest Tape LLC | DVDs | 14.99 |
| Midwest Tape LLC | DVDs | 171.91 |
| Principal Life Ins Co | Insurance Premium Dec 2017 | 194.59 |
| ProElect/Professional Electronics | Fire Alarm Monitoring Fee | 150.00 |
| Recorded Books LLC | CDs | 35.99 |
| Recorded Books LLC | CDs | 45.00 |
| Recorded Books LLC | CDs | 35.99 |
| Recorded Books LLC | CDs | 40.50 |
| Seiler Plumbing & Heating Inc | Faucet Supplies | 68.97 |
| Stanton Electric, Inc | Light Repairs for Flag Pole & Book Drop Room | 342.00 |

**Library** **Department Total =** 4,045.27

**Parks Department**

| | | |
|---|---|---|
| A & A Automotive | Steering Column Repairs #30 | 217.70 |
| Bomgaars Supply, Inc | Coupler Extension Returned | -64.99 |
| Bomgaars Supply, Inc | Coupler Extension | 64.99 |
| Bomgaars Supply, Inc | PTO Adapter | 33.99 |
| Bomgaars Supply, Inc | PTO Adapter Returned | -33.99 |
| Bomgaars Supply, Inc | Marking Flags | 26.22 |
| Bomgaars Supply, Inc | Supplies | 34.27 |
| Iowa Prison Industries | Signs | 26.30 |
| Mosbe Erik E. | Mower & Dethatcher | 7,494.40 |
| Phoenix Accessories of Iowa, Inc | 2018 Trailer | 7,400.00 |
| Plumbing & Heating Wholesale, Inc | Supplies | 11.79 |
| Principal Life Ins Co | Insurance Premium Dec 2017 | 200.62 |

**Parks Department** **Department Total =** 15,411.30

**Golf Course**

| | | |
|---|---|---|
| Bomgaars Supply, Inc | Antifreeze | 23.94 |
| Bomgaars Supply, Inc | Flags | 11.99 |
| Bomgaars Supply, Inc | Flags & Supplies | 18.98 |
| Bomgaars Supply, Inc | Fuel Line | 2.99 |
| Bomgaars Supply, Inc | Hose Mender | 5.24 |
| Bomgaars Supply, Inc | Antifreeze | 17.94 |
| Bomgaars Supply, Inc | Brake Cleaner | 11.96 |
| Principal Life Ins Co | Insurance Premium Dec 2017 | 72.99 |
| Rent-All | Air Compressor Rental | 130.00 |

**Golf Course** **Department Total =** 296.03

**Campgrounds**

| | | |
|---|---|---|
| L & G Products, Inc | Insect Killer | 44.42 |
| Principal Life Ins Co | Insurance Premium Dec 2017 | 24.33 |

**Campgrounds** **Department Total =** 68.75

**Enrich Iowa**

| | | |
|---|---|---|
| Rebnord Technologies Inc | New Laptop | 999.00 |

**Enrich Iowa** **Department Total =** 999.00

**Library Memorial**

| | | |
|---|---|---|
| Brodart Co | Books | 24.19 |
| Brodart Co | Books | 17.42 |
| Brodart Co | Books | 38.44 |
| Brodart Co | Books | 17.82 |
| Brodart Co | Books | 16.96 |
| Flynn Gabriel J | Books | 210.00 |
| Ingram Library Services, Inc | Books | 10.74 |

**Library Memorial** **Department Total =** 335.57

**Dohrman Trust**

| | | |
|---|---|---|
| Century Business Products,Inc | Copier Maintenance Agreement | 50.00 |

| | | | |
|---|---|---|---|
| **Dohrman Trust** | | **Department Total =** | 50.00 |
| **TIF** | | | |
| Emmons & Olivier Resources Inc | Bidding/Construction Services through 10/31/2017 | | 1,134.50 |
| **TIF** | | **Department Total =** | 1,134.50 |
| **Dredging** | | | |
| Principal Life Ins Co | Insurance Premium Dec 2017 | | 11.77 |
| **Dredging** | | **Department Total =** | 11.77 |
| **Mayor, Council, Manager** | | | |
| Principal Life Ins Co | Insurance Premium Dec 2017 | | 51.43 |
| **Mayor, Council, Manager** | | **Department Total =** | 51.43 |
| **Policy & Administration** | | | |
| Principal Life Ins Co | Insurance Premium Dec 2017 | | 99.32 |
| **Policy & Administration** | | **Department Total =** | 99.32 |
| **City Hall Building** | | | |
| Steve's Window Svc | Window Cleaning Service | | 37.00 |
| **City Hall Building** | | **Department Total =** | 37.00 |
| **Other Policy & Administration** | | | |
| Gibbins Tyler | SRF Workshop- Ankeny- Gibbins | | 53.50 |
| ICMA | FY2018 Membership- Darragon | | 248.00 |
| Oakleaf Brian | Municipal Law Seminar- Des Moines- Oakleaf | | 51.71 |
| Oakleaf Brian | SRF Seminar/Budget Workshop- Ankeny- Oakleaf | | 72.24 |
| Qualified Presort Service, LLC | City Tidbits | | 204.53 |
| Subway | Safety Bingo- Less Tax | | 94.57 |
| **Other Policy & Administration** | | **Department Total =** | 724.55 |
| **Water Administration** | | | |
| Gibbins Tyler | SRF Workshop- Ankeny- Gibbins | | 53.50 |
| ICMA | FY2018 Membership- Darragon | | 248.00 |
| Oakleaf Brian | Municipal Law Seminar- Des Moines- Oakleaf | | 51.72 |
| Oakleaf Brian | SRF Seminar/Budget Workshop- Ankeny- Oakleaf | | 72.24 |
| Principal Life Ins Co | Insurance Premium Dec 2017 | | 225.48 |
| Qualified Presort Service, LLC | ACH Statements | | 91.65 |
| Qualified Presort Service, LLC | Monthly Statements | | 391.01 |
| Qualified Presort Service, LLC | Final Bills | | 5.36 |
| **Water Administration** | | **Department Total =** | 1,138.96 |
| **Water Plant** | | | |

| | | |
|---|---|---|
| Bomgaars Supply, Inc | Heaters | 89.97 |
| Bomgaars Supply, Inc | Couplers | 18.36 |
| Bomgaars Supply, Inc | Supplies | 287.87 |
| Bomgaars Supply, Inc | Heaters | 49.98 |
| Bomgaars Supply, Inc | Sprayer | 49.99 |
| Bomgaars Supply, Inc | Flashing, Sealant & Supplies | 30.97 |
| Bomgaars Supply, Inc | Flashlights | 23.97 |
| Bomgaars Supply, Inc | Painting Supplies | 121.93 |
| Bomgaars Supply, Inc | Supplies | 223.67 |
| Bomgaars Supply, Inc | Supplies | 76.40 |
| Bomgaars Supply, Inc | Oil | 5.38 |
| Bomgaars Supply, Inc | Supplies | 11.78 |
| Builders FirstSource, Inc | Wood & Supplies | 63.51 |
| Central Iowa Distributing, Inc | Cleaning Supplies | 169.03 |
| Chem-Sult Inc | Sodium Chlorite | 3,266.84 |
| Fastenal Company | Supplies for New Sander | 4.57 |
| Grainger Inc W.W. | Connector | 19.08 |
| Hawkins, Inc | Azone | 4,517.44 |
| Hupp Electric Motors | Motor for Well 20 | 10,329.75 |
| Iowa Office Supply Inc | Supplies | 192.54 |
| Mangold Environmental Testing | Bacteria Testing | 110.00 |
| Mike's Electronics Inc | Service Call Well 20 | 325.00 |
| Mike's Electronics Inc | Service Call Scales & Motors | 626.23 |
| Mississippi Lime Company | Lime | 4,646.40 |
| Mississippi Lime Company | Lime | 4,600.32 |
| Mississippi Lime Company | Lime | 4,644.48 |
| Mississippi Lime Company | Lime | 4,517.76 |
| Novative Designs Inc | Actuator | 269.40 |
| PraxAir inc | Carbon Dioxide | 1,000.52 |
| Principal Life Ins Co | Insurance Premium Dec 2017 | 411.37 |
| Qtech Automation, Inc | Potentiometer Services | 1,760.00 |
| Seiler Instrument & Manufacturing Co, Inc | GIS Handheld | 11,385.00 |
| Skarshaug Testing Laboratory, Inc | Glove Testing | 27.10 |
| USA Blue Book | Supplies | 178.12 |
| Vessco Inc | Slaker Supplies | 2,703.02 |
| Wal Mart #01-1526 | Office Supplies | 58.13 |

**Water Plant** **Department Total =** 56,815.88

**Water Distribution**

| | | |
|---|---|---|
| Cemstone Products Company | Concrete | 190.50 |
| Fastenal Company | Supplies | 61.97 |
| Fastenal Company | Supplies | 104.90 |
| Fastenal Company | Cable Ties | 23.31 |
| Fastenal Company | Supplies | 37.91 |
| Hulstein Excavating Inc | Pay Request #3 of 3rd Addition Phase III | 12,730.00 |
| Plumbing & Heating Wholesale, Inc | Supplies | 60.38 |
| Plumbing & Heating Wholesale, Inc | Supplies | 18.38 |
| Plumbing & Heating Wholesale, Inc | Supplies | 14.70 |
| Plumbing & Heating Wholesale, Inc | Supplies | 11.03 |
| Principal Life Ins Co | Insurance Premium Dec 2017 | 145.70 |
| Reding Gravel & Excavating Co., Inc | Rock | 314.99 |
| Stanley Mark | Supplies | 37.50 |
| Utility Equipment Co | Tapper for Laundry Mat | 281.24 |
| Wal Mart #01-1526 | Supplies | 95.20 |

**Water Distribution** **Department Total =** 14,127.71

**Water Meters**

| | | |
|---|---|---|
| Principal Life Ins Co | Insurance Premium Dec 2017 | 55.13 |
| **Water Meters** | **Department Total =** | 55.13 |

**Wastewater Administration**

| | | |
|---|---|---|
| Gibbins Tyler | SRF Workshop- Ankeny- Gibbins | 53.50 |
| ICMA | FY2018 Membership- Darragon | 248.00 |
| Oakleaf Brian | Municipal Law Seminar- Des Moines- Oakleaf | 51.72 |
| Oakleaf Brian | SRF Seminar/Budget Workshop- Ankeny- Oakleaf | 72.24 |
| Principal Life Ins Co | Insurance Premium Dec 2017 | 225.74 |
| Qualified Presort Service, LLC | ACH Statements | 91.65 |
| Qualified Presort Service, LLC | Final Bills | 5.36 |
| Qualified Presort Service, LLC | Monthly Statements | 391.01 |
| **Wastewater Administration** | **Department Total =** | 1,139.22 |

**Wastewater Treatment Plant**

| | | |
|---|---|---|
| Bomgaars Supply, Inc | Supplies for LS | 7.17 |
| Bomgaars Supply, Inc | Supplies for LS | 26.93 |
| Bomgaars Supply, Inc | Supplies | 7.49 |
| Bomgaars Supply, Inc | Supplies | 173.97 |
| Bomgaars Supply, Inc | Supplies | 45.43 |
| Century Link | November 2017 Phone Services | 230.95 |
| Electric Pump Inc | Trojan Pump- UV Monitor | 5,827.56 |
| Foundation Analytical Laboratory Inc | Testing Services | 344.00 |
| Foundation Analytical Laboratory Inc | Testing Services | 860.00 |
| Graffix, Inc | Uniform- Pedersen | 168.45 |
| Graffix, Inc | Uniform- Tarin | 137.10 |
| Keller Ken | Lab Building Sewer Backup Repairs | 108.63 |
| Larson Oil & Distributing Co, Inc | Press Building Propane | 828.00 |
| Mike's Electronics Inc | Service Call- Less Tax | 70.00 |
| NCL of Wisconsin Inc | Lab Supplies | 173.89 |
| Principal Life Ins Co | Insurance Premium Dec 2017 | 267.76 |
| Recycle Center Harold Rowley | Recycling Services | 22.36 |
| Recycle Center Harold Rowley | Recycling Services | 21.84 |
| Recycle Center Harold Rowley | Recycling Services | 31.20 |
| Recycle Center Harold Rowley | Recycling Services | 12.00 |
| Wal Mart #01-1526 | Supplies | 53.93 |
| Wal Mart #01-1526 | Oil | 44.79 |
| Wal Mart #01-1526 | Supplies | 5.31 |
| Wede's Lock Service Joe | Lift Station Keys | 363.00 |
| **Wastewater Treatment Plant** | **Department Total =** | 9,831.76 |

**Wastewater Collection**

| | | |
|---|---|---|
| Hulstein Excavating Inc | Pay Request #3 of 3rd Addition Phase III | 12,730.00 |
| Principal Life Ins Co | Insurance Premium Dec 2017 | 145.70 |
| Trans Iowa Equipment LLC | 3/4" Water Power | 3,098.76 |
| **Wastewater Collection** | **Department Total =** | 15,974.46 |

**Landfill**

| | | |
|---|---|---|
| Principal Life Ins Co | Insurance Premium Dec 2017 | 41.70 |

| | | |
|---|---|---|
| Qualified Presort Service, LLC | ACH Statements | 91.66 |
| Qualified Presort Service, LLC | Monthly Statements | 391.00 |
| Qualified Presort Service, LLC | Final Bills | 5.35 |
| Qualified Presort Service, LLC | ACH Final Bills | 4.42 |
| **Landfill** | **Department Total =** | 534.13 |

**Storm Water Administration**

| | | |
|---|---|---|
| Principal Life Ins Co | Insurance Premium Dec 2017 | 90.45 |
| Qualified Presort Service, LLC | Monthly Statements | 391.00 |
| Qualified Presort Service, LLC | Final Bills | 5.35 |
| Qualified Presort Service, LLC | ACH Statements | 91.66 |
| **Storm Water Administration** | **Department Total =** | 578.46 |

**Storm Water Collection**

| | | |
|---|---|---|
| Emmons & Olivier Resources Inc | Design Services through 10/31/2017 | 1,972.50 |
| Emmons & Olivier Resources Inc | Design Services through 10/31/2017 | 9,834.15 |
| Emmons & Olivier Resources Inc | Design Services through 10/31/2017 | 761.25 |
| Hulstein Excavating Inc | Pay Request #6 NCSW Ph II | 70,248.69 |
| Principal Life Ins Co | Insurance Premium Dec 2017 | 32.48 |
| Veenstra & Kimm, Inc | Construction Services through 11/11/2017 | 4,581.95 |
| **Storm Water Collection** | **Department Total =** | 87,431.02 |

**Insurance**

| | | |
|---|---|---|
| Auxiant - Claims Account | 11/27/2017 Claims | 6,664.69 |
| Auxiant - Claims Account | 11/20/2017 Claims | 10,875.19 |
| Auxiant - Flex Account | 11/22/2017 Flex Claims | 214.31 |
| **Insurance** | **Department Total =** | 17,754.19 |

**UNAVAILABLE**

| | | |
|---|---|---|
| Salus LLC | November 2017 Memberships | 140.00 |
| **UNAVAILABLE** | **Department Total =** | 140.00 |

**Vehicle Maintenance**

| | | |
|---|---|---|
| Bomgaars Supply, Inc | Supplies | 238.68 |
| Bomgaars Supply, Inc | Supplies | 11.27 |
| Reinert Michael P | Steel Materials | 56.20 |
| **Vehicle Maintenance** | **Department Total =** | 306.15 |
| | **Grand Total =** | 530,932.73 |

# Operating

City of Storm Lake
Check Register
From 11/18/2017 to 12/1/2017

| Vendor | Description | Amount |
|---|---|---|
| Matthew Bryant | Reimbursement | 96.78 |
| Weigand-Omega Management Fee | Services | 11,626.61 |
| Weigand-Omega Management Inc | Services | 3,291.02 |
| Alliant Energy | Utilities | 271.67 |
| Ameripride Services, Inc. | Services | 735.78 |
| Bomgaars Supply Inc. | Supplies | 169.99 |
| Color-ize | Supplies | 1,267.70 |
| Convergence, LLC | Services | 75.00 |
| HyVee | Supplies | 178.09 |
| Julius Cleaners | Services | 68.40 |
| Long Lines LLC | Utilities | 2,756.70 |
| Pepsi Beverages Company | Beverages | 501.69 |
| Steve's Window Service | Services | 80.25 |
| Storm Lake Ace Hardware | Supplies | 31.84 |
| TY Inc. | Supplies | 78.40 |
| UPS | Services | 49.23 |
| US Foods, Inc. | Food | 2,397.49 |
| Weigand Omega Management Payroll | Payroll | 54,668.47 |
| ACCO Unlimited Corporation | Services | 5,763.37 |
| Ameripride Services, Inc. | Services | 735.78 |
| Bomgaars Supply Inc. | Supplies | 103.20 |
| Carroll Glass Company | Supplies | 507.97 |
| CenterPoint Energy Services, Inc | Utilities | 4,945.08 |
| Central States Group | Services | 411.08 |
| Color-ize | Supplies | 1,136.68 |
| COUNSEL | Services | 181.93 |
| Crescent Electric Supply Company | Supplies | 312.27 |
| Ferguson Enterprises Enterprises Inc #1657 | Supplies | 381.90 |
| Four Fat Fowl, Inc. | Food | 132.54 |
| Frigitec Inc. | Services | 96.01 |
| G & R Controls, Inc. | Supplies | 526.53 |
| Grainger | Supplies | 375.05 |
| GuestSupply | Supplies | 534.65 |
| HyVee | Food | 416.87 |
| Iowa Sportsman | Advertising | 300.00 |
| Joyce's Greenhouse | Services | 2,078.84 |
| Julius Cleaners | Services | 424.05 |
| Matthew Younie | Reimbursement | 320.00 |
| Mediacom | Utilities | 519.90 |
| Modern Sound Engineering | Services | 358.00 |
| Pasquales Food Service Inc. | Food | 135.00 |
| Pepsi Beverages Company | Beverages | 294.97 |
| Pinnacle Communications | Services | 255.39 |
| Red Book Connect, LLC | Services | 60.98 |
| Revinate, Inc. | Services | 15.00 |
| Steve's Window Service | Services | 214.00 |
| Storm Lake Ace Hardware | Supplies | 128.93 |
| Sysco Iowa, Inc. | Food | 749.22 |
| US Foods, Inc. | Food | 13,747.80 |
| | | **114,508.10** |

Storm Lake Cab LLC
110 Mallard Dr
Storm Lake, Ia 50588

November 20, 2017

To Whom it may concern,

Storm Lake Cab is changing its name to Storm Lake Cab LLC.
Enclosed is a W9.

Jeff DeWall,
Owner

M E M O R A N D U M

TO: MAYRA MARTINEZ

FROM: MARK PROSSER

DATE: OCTOBER 13, 2017

REFERENCE: LIQUOR LICENSE RENEWAL
BREWSTER'S
225 E RAILROAD ST

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

| | 12-01-2015 to 11-09-2016 | 11-10-2016 to 10-11-2017 |
|---|---|---|
| INCIDENTS | | |
| Ambulance call | 1 | 0 |
| Bar Check | 105 | 112 |
| Business Assist | 0 | 1 |
| Business Security | 11 | 11 |
| Citizen Assist | 0 | 1 |
| Fight | 1 | 0 |
| Intoxicated Pedestrian | 1 | 0 |
| Keys Locked in Car | 0 | 1 |
| Law Department Assist | 1 | 1 |
| Pedestrian Stop | 0 | 1 |
| PR/Talk/Presentation | 1 | 7 |
| Street Beat | 4 | 0 |
| Theft | 0 | 1 |
| Vehicle Stop | 1 | 3 |
| Wants/Warrants Check | 0 | 2 |
| ARRESTS | | |
| Public Intoxication | 2 | 2 |
| Selling Alcohol to Minor | 0 | 1 |
| Theft 5th Degree | 0 | 1 |

Recommendation: Approval of liquor license.

## Staff Summary

**12/4/2017**
**Agenda Item # B.**

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

**REPORT TO:** Honorable Mayor and City Council

**FROM:** Mayra Martinez, City Clerk

**SUBJECT:** **Buy Local Information**

**BACKGROUND:** Early in 2011 during a Study Session discussion Council asked staff to look at putting together some analysis information regarding the amount of purchases made locally. We have pulled that information together and a provided a summary of purchases identified in the current list of bills to be approved that are purchased locally (within the City of Storm Lake), within Buena Vista County, and outside of Buena Vista County are presented here for Council's review. This information is presented for for both the City and King's Pointe's bills.

As the reader reviews the information they should note the following key notes:

- Costs associated with any major capital project (those bid under the State of Iowa Bid Law) are excluded from the calculation
- Costs associated with travel is excluded from the calculation and %
- Costs associated with payroll is excluded from the calculation and %
- In some cases there is only one vendor or an item is only available from vendors outside of the City limits and/or Buena Vista County – we have not identified these
- Some departments have fairly minor budgets and a major purchase can skew the % and or amount for a given review period (For Example: the Airport may have normally $4,000 - $6,000 in expenses until they purchase Jet Fuel or Av Gas which can be $10,000 + and as a vendor who is not local this can skew the information for that review period)
- Local has been determined to be has an office front in the area and based on where the office front is located for local vs. BV County (For Example: Wal-Mart is considered local since they have a store in Storm Lake even though their headquarters is not located here)

As with all analytical data it is possible to interpret the numbers in a variety of ways and as we move forward we would be happy to provide further detail and or revise the way in which we show the data.Likewise if you have any questions or concerns please don't hesitate to contact city staff.

**FISCAL IMPACT:**

| | Calculated Expenses |
|---|---|
| Payroll/Refunds | $53,435.31 |
| Contracts/Reimbursements | $208,662.27 |
| Local Businesses | $93,815.38 |

| | |
|---|---|
| [illegible] | [illegible] |
| Buena Vista County Business | $7,708.98 |
| Non-Local Business | $32,786.45 |
| Total Expenses | $396,408.39 |
| Please see attachment for supporting documents | |

**RECOMMENDATION:** Review Buy Local Information

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| | Supporting Documents | Backup Material |

Payroll/Refunds/Insurance

$ 74,745.15

Contracts/Agreements

$352,416.99

Local Businesses

$ 16,438.87

Buena Vista County Business

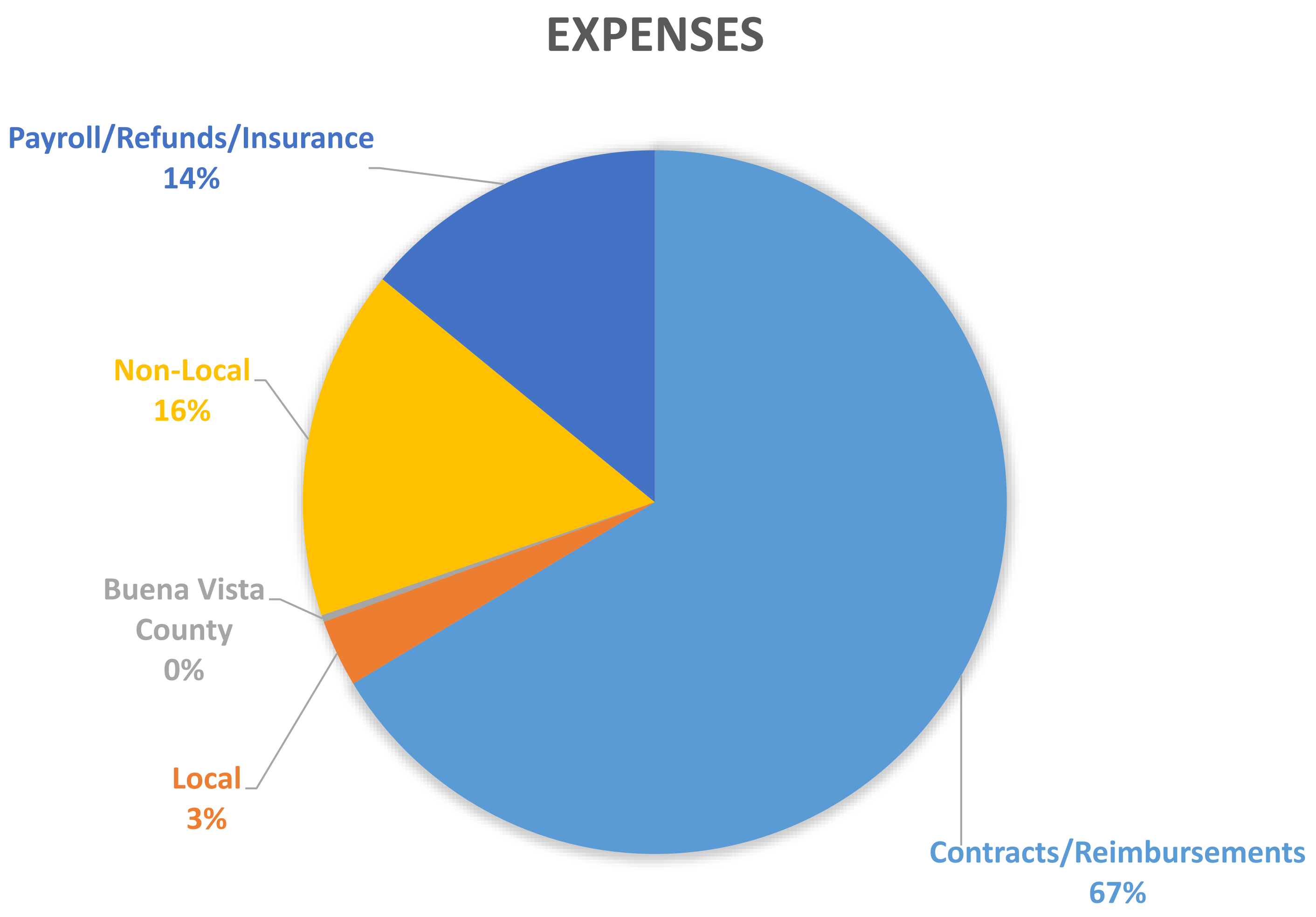
$ 1,654.57

Non-Local Business

$ 85,677.15

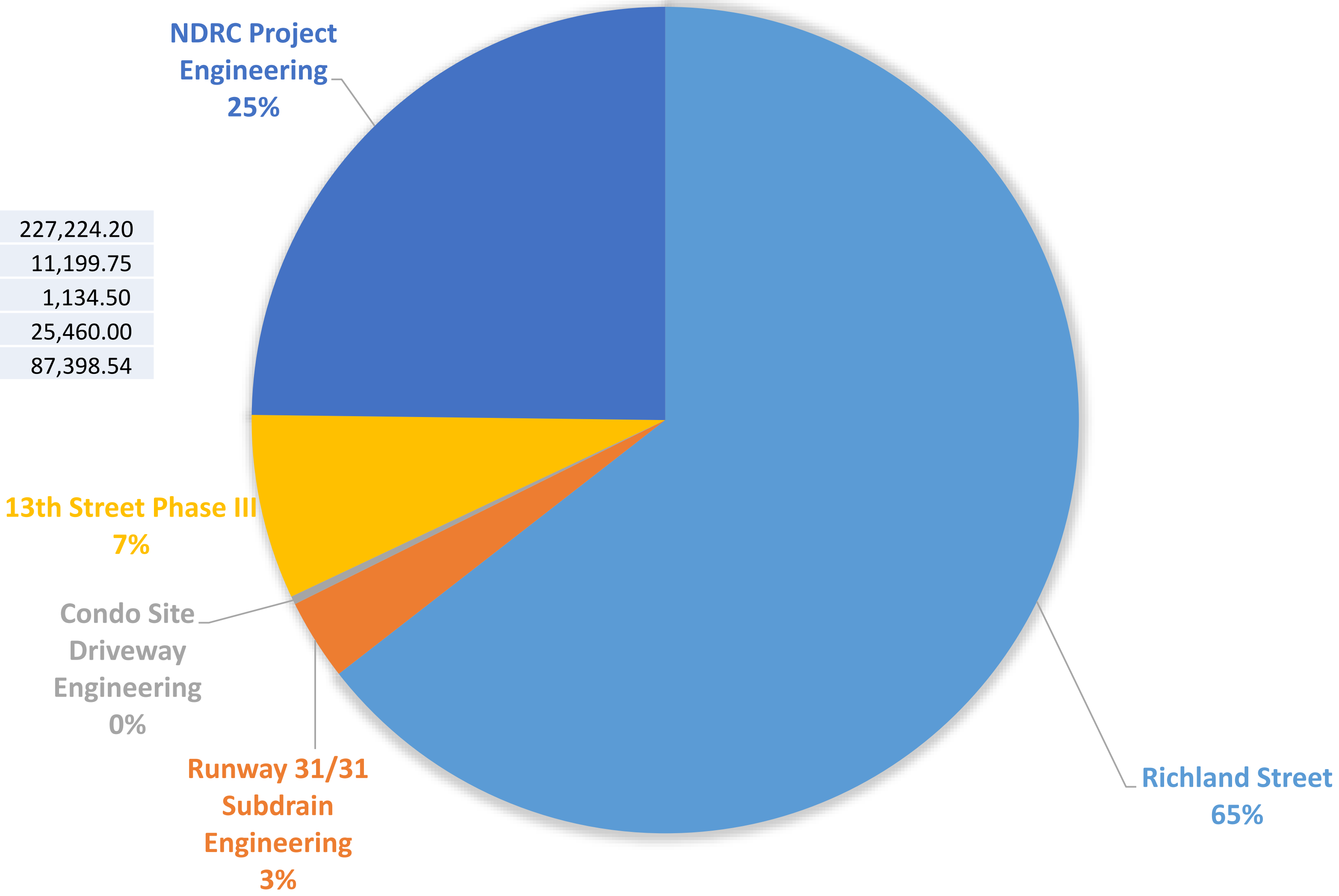
Total Expenses

$530,932.73

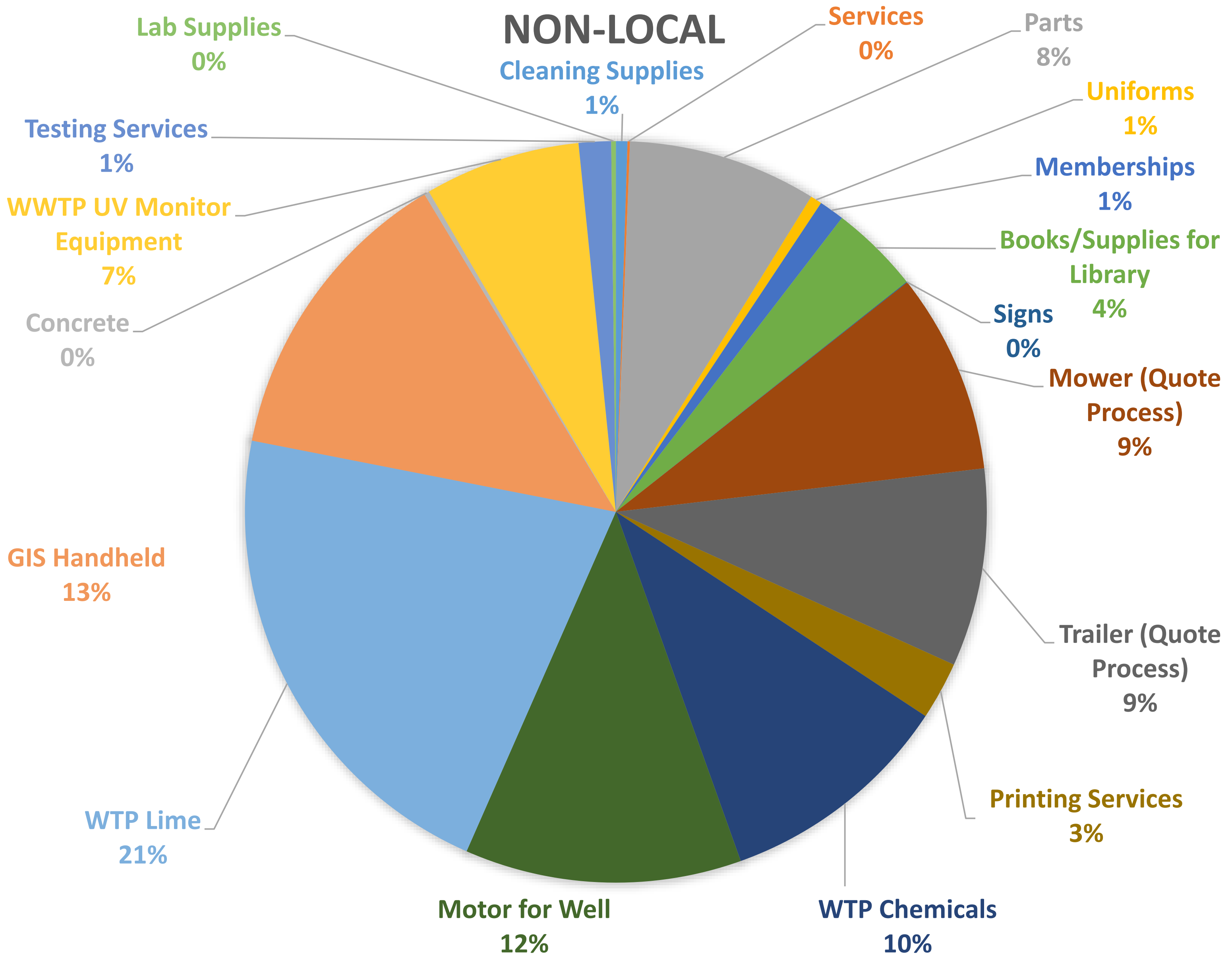


# CONTRACTS/AGREEMENTS

| | | |
|---|---|---|
| Richland Street | $ | 227,224.20 |
| Runway 31/31 Subdrain Engineering | $ | 11,199.75 |
| Condo Site Driveway Engineering | $ | 1,134.50 |
| 13th Street Phase III | $ | 25,460.00 |
| NDRC Project Engineering | $ | 87,398.54 |



| | |
|---|---|
| Cleaning Supplies | $ 429.76 |
| Services | $ 90.55 |
| Parts | $ 7,043.52 |
| Uniforms | $ 429.44 |
| Memberships | $ 944.00 |
| Books/Supplies for Library | $ 3,353.71 |
| Signs | $ 26.30 |
| Mower (Quote Process) | $ 7,494.40 |
| Trailer (Quote Process) | $ 7,400.00 |
| Printing Services | $ 2,161.01 |
| WTP Chemicals | $ 8,784.80 |
| Motor for Well | $ 10,329.75 |
| WTP Lime | $ 18,408.96 |
| GIS Handheld | $ 11,385.00 |
| Concrete | $ 190.50 |
| WWTP UV Monitor Equipment | $ 5,827.56 |
| Testing Services | $ 1,204.00 |
| Lab Supplies | $ 173.89 |



Payroll

$ 54,668.47

Contract/Reimbursement

$ 15,334.41

Local Expenses

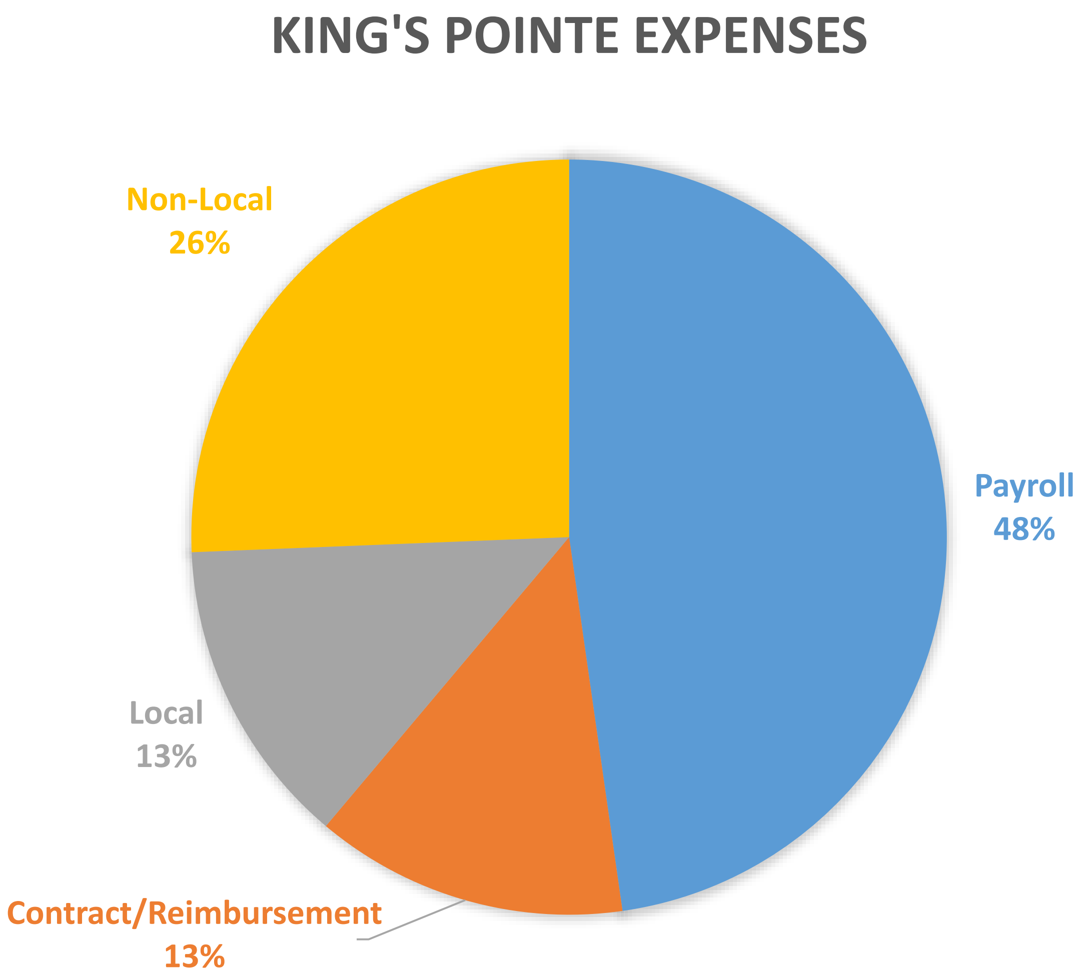
$ 15,148.39

Non-Local

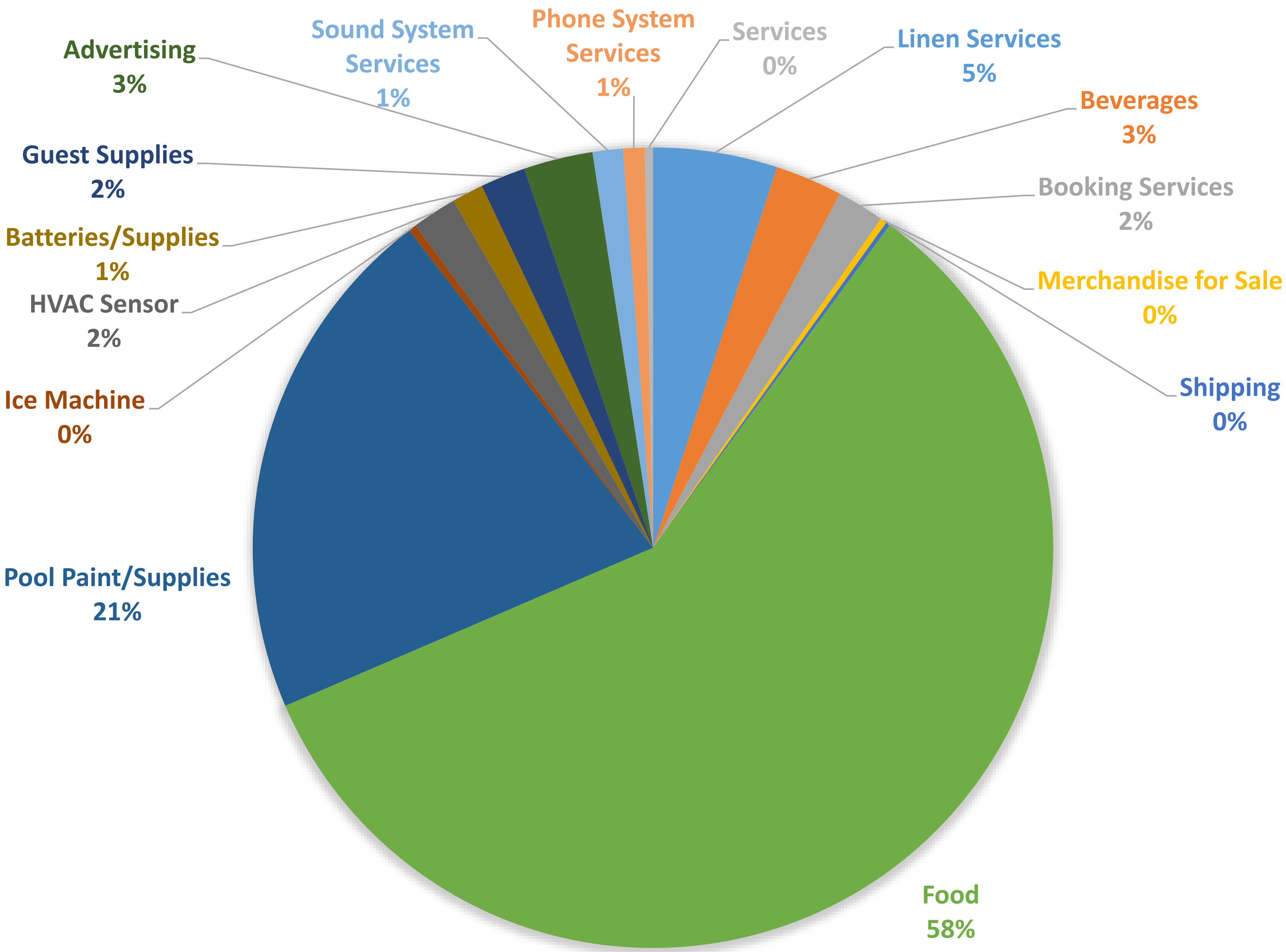
$ 29,356.83

Total Expenses

$114,508.10



| | | |
|---|---|---|
| Linen Services | $ | 1,471.56 |
| Beverages | $ | 796.66 |
| Booking Services | $ | 562.06 |
| Merchandise for Sale | $ | 78.40 |
| Shipping | $ | 49.23 |
| Food | $ | 17,162.05 |
| Pool Paint/Supplies | $ | 6,174.45 |
| Ice Machine | $ | 96.01 |
| HVAC Sensor | $ | 526.53 |
| Batteries/Supplies | $ | 375.05 |
| Guest Supplies | $ | 534.65 |
| Advertising | $ | 819.90 |
| Sound System Services | $ | 358.00 |
| Phone System Services | $ | 255.39 |
| Services | $ | 96.89 |




## KP NON-LOCAL

# Staff Summary

**12/4/2017**
**Agenda Item # C.**

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

| | |
|---|---|
| **REPORT TO:** | Honorable Mayor and City Council |
| **FROM:** | Keri Navratil, City Manager |
| **SUBJECT:** | **Approve Easement Payment to Douglas and Sharen Peters** |
| **BACKGROUND:** | City Council approved the easement agreement at the last Council meeting. This item authorizes the payment of $6,000 for the temporary and permanent easement.<br>In order to start the 1st and Mae Street Sewer lining project, the City needed to enter in to a permanent and temporary easement agreements with Douglas and Sharen Peters. The Temporary easement is for 4,220 square feet and the permanent easement is for 3,550 square feet. |
| **FISCAL IMPACT:** | The fiscal impact is $6,000. |
| **RECOMMENDATION:** | Authorize payment |

# Staff Summary

**12/4/2017**
**Agenda Item # D.**

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

**REPORT TO:** Honorable Mayor and City Council

**FROM:** Mayra Martinez, City Clerk

**SUBJECT:** **Approval of November 7, 2017 Election Results**

**BACKGROUND:** Following the City election on November 7, 2017 the Buena Vista County Supervisors and ex-officio County Board of Canvassers canvased the votes and have provided to us a copy of the official vote totals showing the following individuals elected for four year terms:

Mayor - Michael Porsch
City Council - Daniel Smith
City Council - Jose Ibarra

Council must approve the election results prior to the swearing in of the elected individuals which will take place on December 18, 2017. (State law requires that newly elected individuals be sworn in after their election but no later than the first working day in January).

The terms in which these three were elected for will officially start on January 1, 2018.

**FISCAL IMPACT:** There is no fiscal impact to the approval of the election results. The cost of the election is $5,408.11.

**RECOMMENDATION:** Approve the abstract of votes.

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Abstract of Votes | Backup Material |

**STATE OF IOWA**

# ABSTRACT OF VOTES

**Buena Vista County, Iowa**

We, the undersigned Members of the Board of Supervisors and ex-officio County Board of Canvassers for this County, do hereby certify the following to be a true and correct abstract of the votes cast in this County at the Buena Vista 2017 City Election Election held on the 7th day of November, 2017, as shown by the tally lists returned from the several election precincts.

## STORM LAKE - COUNCIL MEMBER

### Buena Vista

| | |
|---|---|
| Eric Chase | Received one hundred thirty-nine (139) votes |
| Jose Ibarra | Received four hundred sixty-three (463) votes |
| Scott Randall | Received three hundred fifty-eight (358) votes |
| Daniel Smith | Received three hundred sixty-four (364) votes |
| David Walker | Received two hundred fifty-five (255) votes |
| **Candidate Total** | **One thousand five hundred seventy-nine (1579) votes** |
| SCATTERING | Two (2) votes |
| TOTAL | One thousand five hundred eighty-one (1581) votes |

**We therefore declare:**

Jose Ibarra duly elected for the office of STORM LAKE - COUNCIL MEMBER for the term of 4 years.
Daniel Smith duly elected for the office of STORM LAKE - COUNCIL MEMBER for the term of 4 years.

## STORM LAKE - MAYOR

### Buena Vista

| | |
|---|---|
| John Crampton | Received one hundred ninety-one (191) votes |
| Michael Porsch | Received six hundred fifty-three (653) votes |
| **Candidate Total** | **Eight hundred forty-four (844) votes** |
| SCATTERING | Two (2) votes |
| TOTAL | Eight hundred forty-six (846) votes |

**We therefore declare:**

Michael Porsch duly elected for the office of STORM LAKE - MAYOR for the term of 4 years.

**IN TESTIMONY WHEREOF,** we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors.

Done at the county seat of Buena Vista County, this 14th day of November, 2017.

Thomas M. Huseman
Chairperson

Paul Merten

(Seal)

Dale R. Arends

Don Altena

Rhonda Ringgenberg

Members of the Board of Supervisors and ex-officio County Board of Canvassers

Attest: Susan K Lloyd
County Auditor and Clerk of the Board of Supervisors

# Staff Summary

**12/4/2017**
**Agenda Item # 3.**

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

| | |
|---|---|
| **REPORT TO:** | Honorable Mayor and City Council |
| **FROM:** | Keri Navratil, City Manager |
| **SUBJECT:** | **Storm Lake United Quarterly Update** |
| **BACKGROUND:** | Mr. Lalone will present the Storm Lake United Quarterly Update to Council. The previous update was on June 19, 2017. |
| **FISCAL IMPACT:** | No fiscal impact |
| **RECOMMENDATION:** | Council hear the presentation. |

## Staff Summary

**12/4/2017**
**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:** Keri Navratil, City Manager

**SUBJECT:** **Motion to Approve Request from Iowa Lakes Regional Water and Approve Agreement with Michael and Mary Jo Olthoff**

**BACKGROUND:** Iowa Lakes Regional Water has received a request form Michael Olthoff to be served water at 1133 630th Street. This location is inside the Storm Lake Water Service area agreement.

The agreement allows Iowa Lakes Regional Water to serve customers within two miles of city limits. There is a protected area which is outside city limits, but is less than two miles from city limits. If Iowa Lakes Regional Water desires to serve an actual customer requesting service within the projected area, Iowa Lakes Regional Water shall notify the City of Storm Lake in writing. The City of Storm Lake shall have ninety (90) days to notify Iowa Lakes Regional Water that it waives its right to provide water service to 1133 630th Street. If the City of Storm Lake shall annex this property, the obligation of the City to fairly compensate Iowa Lakes Regional Water.

Property owners have agreed that if the City of Storm Lake were to annex the property, they would be obligated to fairly compensate Iowa Lakes Regional Water.

**FISCAL IMPACT:** There is no fiscal impact for approving this request and agreement.

**RECOMMENDATION:** Approve request from Iowa Lakes Regional Water and authorize the Mayor and City Clerk to sign an agreement with the Mike and Mary Jo Olthoff at 1133 630th Street.

**ATTACHMENTS:**

| Description | Type |
| --- | --- |

| | | |
|---|---|---|
| 🗋 | Agreement with Iowa Lakes Regional Water | Backup Material |
| 🗋 | Iowa Lakes Regional Water Service Request Letter | Backup Material |

Passed 9-20-04

# TWO MILE AGREEMENT

The following Agreement is reached by and between Clay Regional Water, a rural water district organized under Chapter 357A of the Code of Iowa, and the City of Storm Lake, Iowa, an Iowa municipal corporation.

WHEREAS, the City of Storm Lake, Iowa, as a municipal corporation, has a water system for the purpose of providing potable water to the residents of the City of Storm Lake and which system also serves users outside the City of Storm Lake to the extent authorized by City ordinances, and

WHEREAS, Clay Regional Water is organized for the purpose to provide potable water to rural residents not served by municipal systems, and

WHEREAS, Clay Regional Water has notified the City of Storm Lake that it intends to expand its service area into Buena Vista County and to potentially serve consumers within two miles of the City of Storm Lake to the extent authorized by law, and

WHEREAS, the parties desire to have a written agreement setting forth the terms and conditions under which Clay Regional Water may serve consumers within two miles of the city limits of the City of Storm Lake.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Attached hereto and incorporated by reference is a map showing the City of Storm Lake and the rural area surrounding it for a distance of two miles from the present city limits. The city limits, as shown by the attached map, are shown by the color yellow on the map. The city limits extended two miles in all directions are shown by the color red. Finally, there is a protected

area shown by the color white which is outside the city limits but is less than two miles from the city limits in some locations and which may be contiguous with the two mile extension of city limits in other areas. This line is intended to describe the protected area which shall be the area between the city limits and the white line.

2. The parties agree that Clay Regional Water may serve any consumer requesting water from Clay Regional Water which is outside the protected area without further authorization from the City of Storm Lake.

3. If Clay Regional Water desires to serve an actual customer requesting service within the protected area, Clay Regional Water shall notify the City of Storm Lake in writing and which notice shall include the actual customer's name and address. The City of Storm Lake shall then have ninety (90) days in which to notify Clay Regional Water that it either waives its right to provide water service to some or all the customers designated by Clay Regional Water or that it reserves its right to provide water service to some or all of the customers designated by Clay Regional Water. If the City of Storm Lake reserves the right to serve a particular customer designated by Clay Regional Water, Clay Regional Water shall not serve that customer and the City of Storm Lake shall provide service to the requesting customer within four years from the receipt of the notice from Clay Regional Water.

4. The City of Storm Lake makes no representations that any particular area within the two mile limit is not within the service area of another rural water district, and Clay Regional Water shall have the sole responsibility for determining whether another rural water district has established a service area within two miles of the City of Storm Lake.

5. If, subsequent to the execution of this Agreement, the City of Storm Lake shall annex

properties served by Clay Regional Water, the obligation of the City to fairly compensate Clay Regional Water resulting from that annexation shall be governed by the provisions of Section 357A.21 of the Code of Iowa and any amendments thereto.

6. A small portion of the area shown to be protected, located northwest of the city, is in fact outside the two mile line, and therefore not subject to being protected. This area encompasses Lake Creek Country Club and the residential subdivision surrounding it and is presently served with water by the City of Storm Lake. Clay Regional Water agrees that it will not attempt to serve water consumers within the area of Lake Creek shown to be protected. The City of Storm Lake also presently serves the City of Truesdale and the Spectra Health Care facility located at 5726 120th Ave., Storm Lake both of which are beyond the two mile line. Clay Regional water agrees that it will not attempt to serve either the City of Truesdale (or its residents) or the Spectra Health Care facility for so long as this agreement shall remain in effect.

7. This agreement shall remain in effect indefinitely unless both parties shall agree in writing to modify it in whole or in part.

CITY OF STORM LAKE, IOWA

BY: ______________________

Jon Kruse, Mayor

CLAY REGIONAL WATER

BY:

Randy VanDyke, Executive Director

ATTEST:

Patti Moore, City Clerk

Quality On Tap!
Our Commitment Our Profession

Iowa Lakes
REGIONAL WATER

November 21, 2017

Ms. Keri Navratil
Storm Lake City Administrator
PO Box 1086
Storm Lake, IA 50588

RE: Water service to Olthoff at 1133 630th Street

Dear Ms. Navratil:

Iowa Lakes Regional Water has received a request from Michael Olthoff to be served water at 1133 630th Street, Storm Lake, Iowa. This location is inside the Storm Lake Water Service area agreement.

We are asking for the City of Storm Lake to release this property so Iowa Lakes Regional Water may serve them water. Please present this before the city council and let us know of your decision. Enclosed is a map of the location for your review.

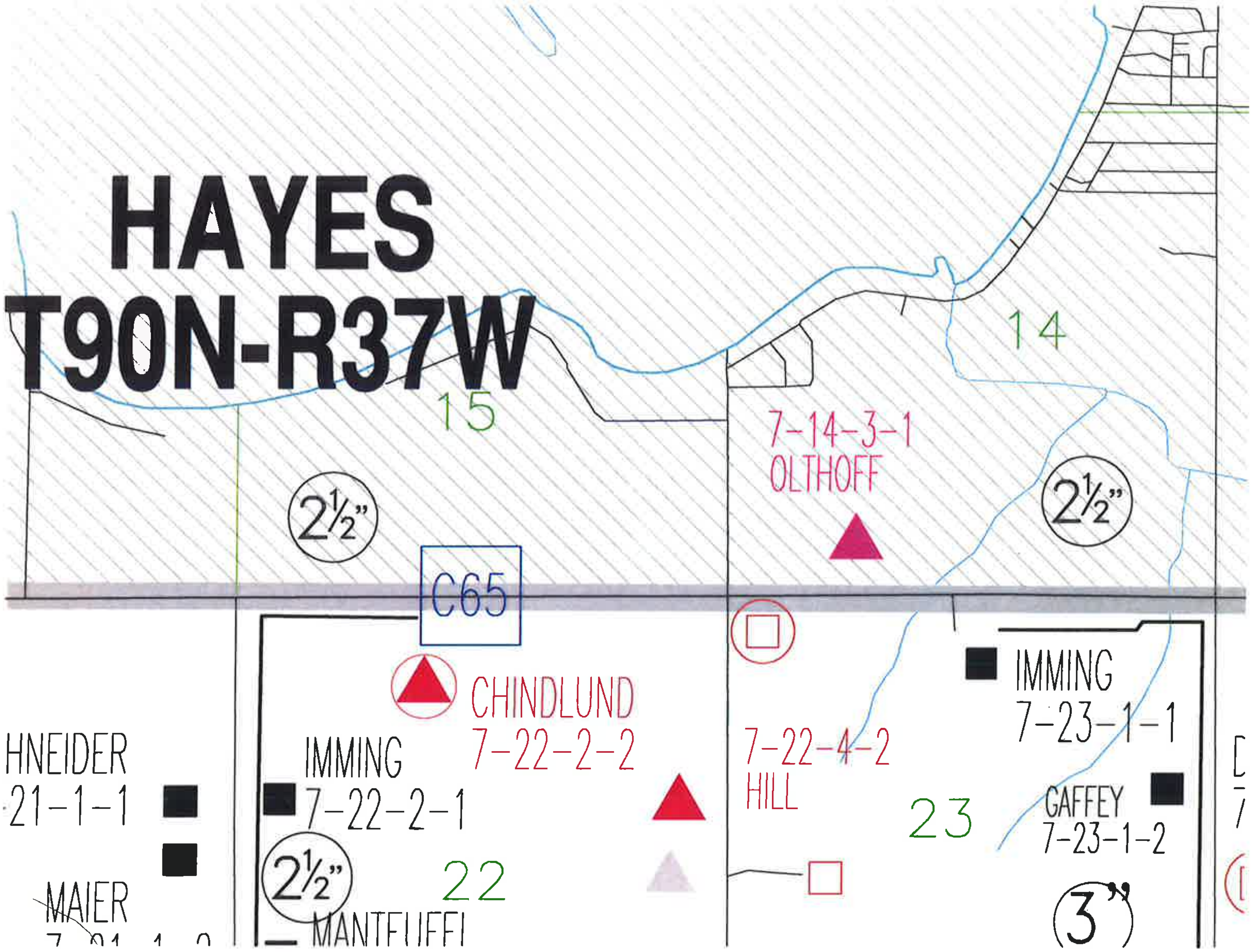
If you have any questions, please call me at 712-262-8847. Thank you for your cooperation.

Sincerely,

Mary Jo

Mary Jo Umscheid
Environmental/ ROW Coordinator

Enclosure


HAYES
T90N-R37W
15
14
7-14-3-1
OLTHOFF
2½"
2½"
C65
CHINDLUND
7-22-2-2
IMMING
7-22-2-1
HNEIDER
21-1-1
MAIER
7-22-4-2
HILL
23
IMMING
7-23-1-1
GAFFEY
7-23-1-2
22
2½"
3"

# Staff Summary

**12/4/2017**
**Agenda Item # 5.**

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

| | |
|---|---|
| **REPORT TO:** | Honorable Mayor and City Council |
| **FROM:** | Keri Navratil, City Manager |
| **SUBJECT:** | **Resolution No. 32-R-2017-2018 Approving Substantial Completion for the Expansion Boulevard Storm Water Project** |
| **BACKGROUND:** | On February 16, 2015, the City of Storm Lake entered into contract with Healy Excavating to construct the Expansion Boulevard Project. The work is completed and retainage has been released back to the contractor. |
| **FISCAL IMPACT:** | There is no fiscal impact by approving substantial completion. |
| **RECOMMENDATION:** | Adopt Resolution No. 32-R-2017-2018 to approve Substantial Complete for the Expansion Boulevard Storm Water Project. |

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Resolution No. 32-R-2017-2018 | Resolution |

**RESOLUTION NO. 32-R-2017-2018**

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

To approve the Certificate of Substantial Completion for the Expansion Boulevard Storm Water Project with a substantial completion date of June 30, 2016.

PASSES AND APPROVED this 4th day of December, 2017.

__________________________________
Jon F. Kruse, Mayor

ATTEST:

__________________________________
Mayra A. Martinez, City Clerk

# Staff Summary

**12/4/2017**
**Agenda Item # 6.**

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

| | |
|---|---|
| **REPORT TO:** | Honorable Mayor and City Council |
| **FROM:** | Keri Navratil, City Manager |
| **SUBJECT:** | **Resolution No. 33-R-2017-2018 Professional Services Contract with Bolton & Menk for Rehabilitate Connector Taxiway and Apron** |
| **BACKGROUND:** | In 2015, The FAA requested that the City of Storm Lake solicit proposals for a 5 year consultant agreement. Three consultants responded to the Request for Proposals and two consultants were interviewed. The Airport Commission recommended the services of Bolton and Menk.<br><br>The profession service agreement is for the approved Capital Improvement Project to Rehabilitate Connector Taxiway and Apron. Services include final design, bid administration, and construction administration. The total project is estimated to be $190,575. |
| **FISCAL IMPACT:** | The total contract amount is for $28,700 with the federal share of $25,830 and local share of $2,870. |
| **RECOMMENDATION:** | Approve Resolution No. 33-R-2017-2018 |

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Professional Services Agreement | Contract |
| Resolution No. 33-R-2017-2018 | Resolution |

**WORK ORDER 2**
**TO**
**PROFESSIONAL SERVICES CONTRACT**
**(DESIGN, BIDDING, CONSTRUCTION AND GRANT ADMINISTRATION SERVICES)**

**REHABILITATE CONNECTOR TAXIWAY AND APRON**

**STORM LAKE MUNICIPAL AIRPORT**
**STORM LAKE, IOWA**
**AIP NO. 3-19-0088-013-2018**

| | | |
|---|---|---|
| **BETWEEN**: | The City of Storm Lake,<br>An Iowa municipal corporation | **(CLIENT)** |
| **AND**: | Bolton & Menk, Inc. | **(CONSULTANT)** |
| **EFFECTIVE DATE:** | December ____, 2017 | |

**RECITALS**

1. City owns and operates the Storm Lake Municipal Airport located near Storm Lake, Iowa.

2. This is Work Order #1 to the Professional Services Contract, between City and Bolton & Menk, Inc. The Professional Services Contract effective January 18, 2016, is referred to herein as the "Master Agreement".

**AGREEMENT**

**DESCRIPTION**

The CONSULTANT agrees to provide Design, Bidding, Construction and Grant Administration Services for installing subdrains and airside pavement repairs all at the Storm Lake Municipal Airport (herein referred to as the **Project**).

**I.A. BASIC SERVICES**

**PROJECT UNDERSTANDING**

The project involves design phase and construction phase engineering services associated with rehabilitation of the aircraft parking apron and connecting taxiway at the Storm Lake Municipal Airport in Storm Lake, Iowa.

**PROJECT SCOPE**

For purposes of this Work Order, the Basic Services to be provided by the CONSULTANT are as follows:

**TASK I. DESIGN**

**PHASE I. CONTRACT ADMINISTRATION**

1.0 Project Scoping **(Already Completed)**

2.0 Project Coordination (coordination with Sponsor, State, FAA, etc.)
Consultant shall coordinate with the subconsultants, sponsor, State, FAA and other applicable agencies to complete the work elements in Phase 1. The task includes one meeting at the Airport, attended by the Project Manager.

**PHASE II. PRELIMINARY DESIGN (ALREADY COMPLETED)**

**PHASE III. FINAL DESIGN (95% AND FINAL)**

11.0 Prepare Preliminary Plans
Preliminary plans will be prepared for the Project. The plan sheets will be limited to those sheets necessary to carry-out the construction of the proposed project: Rehabilitate Connector Taxiway and Apron. The following list of drawings will be used as a guideline. Additional drawings may be added during the design phase, if required.

General:
- G-001 Cover Sheet, Sheet Index & Symbols
- G-003 General Notes
- G-021 Project Layout Plan
- G-061 Project Quantity Tables
- G-081 Construction Operations & Phasing Plan

Civil:

**Site**
- C-301 Typical Sections
- C-311 Paving Details
- C-341 Jointing Details

**Utility**
N/A

**Storm Sewer**
N/A

**Marking**
- C-651 Marking Plans
- C-671 Marking Details

**Electrical**
N/A

13.0 Update Preliminary Plans (Already Completed) to 95%

14.0 Update Preliminary Specifications (Already Completed) to 95%

15.0 Conduct Plan Review at 95% Complete
Following the completion of the plans and specifications, the Engineer will submit a set of drawings and specifications to the Sponsor for their review. A meeting will be scheduled to make a final inspection of the project. The project will be reviewed with the FAA to obtain their concurrence with the design.

16.0 Prepare and Submit Final Plans and Specifications
A final set of plans, specifications and contract documents will be prepared which incorporates revisions, modifications and corrections determined during the Sponsor's review of the 95% submittal.

17.0 Prepare and Submit Final Estimated Cost Estimate

17.1 Calculate estimated final quantities

17.2 Prepare final cost estimate
Using the final quantities calculated following the completion of the plans and specifications, the Consultant will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers, and other databases available.

18.0 Prepare Advertisement for Bids
Required advertisement dates, and bidding dates will be established. Consultant will submit a copy to the Sponsor for distribution to the local and selected publications of the pending project. The Sponsor shall pay for the associated cost of advertising.

19.0 Project Coordination (coordination with Sponsor, State, FAA, etc.)
Consultant shall coordinate with the subconsultants, sponsor, State, FAA and other applicable agencies to complete the work elements in Phase III. This task includes one meeting at the airport, attended by the Project Manager.

20.0 Project Meetings
The Consultant will arrange and lead the meetings as described in the subtasks below. The Consultant will produce drawings and handouts as needed for the purpose of conducting each meeting.

20.1 Final design review
The Consultant will prepare and conduct a review meeting (1) to present the final design documents. This meeting will be conducted at a location requested by the Client.

20.2 Coordination meetings (with FAA, State, Local Agencies, subconsultants etc.)
The Consultant shall conduct up to three (3) additional coordination meeting(s) with the Airport, Consultant project team members, and/or various stakeholders as needed. This task assumes that a total of one progress meeting per week will be held, one-hour in duration, with all design team members through the duration of the design phase.

## PHASE IV. BID ADMINISTRATION

21.0 Furnish Bid Documents
Consultant shall prepare, reproduce and distribute a total of 10 sets of bidding documents for the project. In addition, electronic copies of the bid documents will be made available for download through the Quest Construction Document Network website (QuestCDN). The consultant will also keep a current list of plan holders and distribute this to interested parties upon request. This task includes coordination required to facilitate these requests.

22.0 Respond to Bidders Questions
During the bidding process, the Consultant will be available to clarify bidding issues with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project.

23.0 Prepare and Distribute Addendums
Consultant shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required by the Sponsor or the FAA. Addenda will be made available to the plan holders either through mail, electronic mail, hand delivering or via facsimile transmission. Any addenda that are generated as a sole result of the Sponsors error or omission will be considered as extra services and the Consultant shall be reimbursed for this effort as an amendment to this contract.

24.0 Bid Review and Bid Tabulation
Consultant shall advise Board as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. The Consultant shall prepare a spreadsheet that includes all bid items for the purpose evaluating the lowest bidder. The Consultant shall input the as-bid unit prices into the spreadsheet and to verify mathematical computations of the bids. The Consultant will then provide recommendations to the Sponsor as to the name of the Apparent Low Bidder.

25.0 Prepare Recommendation for Award
The Consultant will prepare a recommendation of award for the Sponsor to accept or reject the bids as submitted. If rejection is recommended, the Consultant will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. Once the Contract Award is made the Consultant will distribute the bid tabulations on request of the Sponsor.

## TASK II. CONSTRUCTION ADMINISTRATION

## PHASE I. PRE-CONSTRUCTION SERVICES

26.0 Pre-Construction Meeting
Consultant will arrange for and conduct the pre-construction meeting. The Project Manager and the Resident Engineer will establish this meeting to review Local, State, Federal Aviation Administration (FAA) and project specific requirements prior to commencing construction. The meeting will be conducted at the Airport and will include the Sponsor/Owner, IDOT Aeronautics (if available), Subconsultants, FAA (if available), Contractor, Subcontractors and utility companies. This task will include:

- Scheduling the meeting, sending invitations, providing meeting materials and pre-meeting exhibit and material preparation.

- Obtain and review the project construction schedules from the contractor or contractors prior to presentation at the preconstruction meeting. The Owner should be provided copies of all construction schedules.

- Prior to preconstruction meeting, furnish the name of the Project Engineer with qualifications for approval by the Owner. Project Engineer means Engineer as defined in Section 10 (Section 10-18) of the General Provisions of the construction documents.

- Preside at the preconstruction meeting, prepare a detailed record of the meeting and submit to the Owner and all participants.

- Provide Contractor with a list of required submittals to be provided by Contractor and discussed at the meeting.

- Provide Contractor with additional copies of Construction Documents and digital data (Project Drawings) as requested.

28.0 Prepare Contract Manuals
The Consultant is required to check that the construction contracts are in order, verify Contractor has provided proof of insurance, the bonds have been completed, and the Owner, Contractor and applicable Agencies has been provided with adequate copies of the executed Contract Manual to include the Agreement and all addenda.

The Contract Documents will be updated to include all addenda items issued during bidding as necessary and adequate copies provided to the Contractor. Clerical will prepare the quantity sheets, field book, testing sheets, construction report format, etc. for use by the RPR.

## PHASE II. CONSTRUCTION MANAGEMENT

30.0 Construction Management Services
The Consultant will provide Construction Administration Services the scope of which is based on the following:

- The Consultant and Client agree that construction engineering services furnished shall be to the extent necessary to determine compliance with plans and specifications, including necessary general supervision of Resident Project Representative Services authorized by the Client.

- The Consultant and Client agree that the Construction Engineering Services provided by the Consultant may actually be required to continue and exceed beyond the construction time element stated in the Client’s agreement with the construction Contractor. When the extent of these construction services beyond the control of the Consultant occurs, the Client agrees that Consultant will be reimbursed for additional Construction Engineering Services in excess of the specified construction time period at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known.

Nothing herein shall be construed as imposing upon the Consultant's responsibility for the construction means, methods, techniques, sequences, safety programs, and procedures used by contractors.

- The Consultant agrees that Resident Project Representative services furnished under this Contract shall be to observe the work and to determine compliance with the plans and specifications, including representing the Client in coordination of construction activities among contractors and between contractors and utilities, and to accommodate the reasonable requirements of the Client on and around areas of construction.

- When the Consultant is on the site, documentation will be maintained regarding construction progress and delays, quantities and percentages of work, tests performed, observations made and work accepted, problems encountered and instructions given to contractors, field changes and adjustments approved, and other records required or otherwise necessary to maintain a record of the work.

The Consultant agrees to provide Construction Administration Services that include the following:

30.1 Check and monitor construction activities and certify that all project work completed under observation of the Resident Project Representative is in substantial compliance with the plans, specifications and contract documents including any modifications by Change Order or otherwise, that all required tests were performed, and that such work is recommended for acceptance.

30.2 Provide interpretation of plans and specifications as requested.

30.3 Supervise and coordinate Subconsultant contracts for field observation and testing.

30.4 Review shop drawings and certificates submitted by contractors for compliance with design concepts, as required by the applicable sections of the technical specifications.

30.5 Review all periodic and final pay requests and explanation of variation between Contract and final quantities prepared by Resident Project Representative. Coordinate Contractor approval and signature and submit to Client for approval.

30.6 Review weekly Construction Progress and Inspection Reports (FAA Form 5370-1) as prepared by Resident Project Representative and submit to Owner and applicable Agencies.

30.7 Prepare, review and process Field Orders, Change Orders to include a cost estimate, cost/price analysis, record of negotiations, review and evaluation of "Contractor's Request for Extension of Contract Time" and make recommendations regarding approval to the Client. Notify the Contractor that no work can start until approved by the Client.

30.8 Coordinate and meet with the Client for consultation and advice during construction to include conducting construction progress meetings. Coordinate with Owner's Representative including:

- Review and evaluate "Contractor's Request for Extension of Contract Time" and submit recommendations to the Client.

- Meet with the Client for consultation and advice during construction.

30.9 Coordinate on-site inspections of construction as requested. Make recommendations for acceptance or modification of work

30.10 Monitor that all testing required by the specifications is performed. Review and approve all materials reports prepared by the Resident Project Representative and/or Subconsultants.

30.11 Maintain record drawings from redline or working drawings prepared by Resident Project Representative as accumulated during the course of construction to show "Record Drawing" conditions.

30.12 Retain and review payroll reports of each contractor and subcontractor and monitor Contractor's compliance with paying employees as per established State Prevailing Wages and/or Federal Davis Bacon requirements.

**PHASE III. RESIDENT ENGINEERING**

31.0 Resident Project Representative (RPR)
The Client as part of this agreement authorizes Resident Engineering Services and the Consultant agrees to provide a Resident Project Representative, materials acceptance testing, and staking services in the execution of the Construction Engineering Services for the project work. The Client and Consultant agree that the Consultant may employ the Resident Project Representative on other work during periods of temporary job shutdown when such services are not required by this project. Normally, the Resident Project Representative will give intermittent part-time service on this project when construction is in progress to include temporary interruptions due to weather or mechanical failure.

For this Project **Part-Time** Resident Project Representative services will be provided. It is anticipated the Project will be completed within **20 (Twenty) Working Days**. This will include two (2) field visits by the Project Manager.

Resident Project Representative Services shall be completed in accordance with the attached Exhibit II, and shall include, but are not limited to, the following:

31.1 Coordinate with the Testing Subconsultant to perform acceptance tests required to be provided by the Client in the construction Contract Documents.

31.2 Coordinate with Contractor regarding schedule, work progress, quality of work, and notify contractor of equipment and methods which do not comply with the Contract requirements. The Resident Project Representative shall notify the Client in the event that the Contractor elects to continue the use of questioned equipment and methods. Conduct wage rate interviews and provide to Project Engineer.

31.3 Maintain daily records of the Contractor's progress and activities during the course of construction, to include progress of all work. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the Contractor, weather, equipment use, labor requirements, safety problems, and changes required.

31.4 Evaluate and discuss potential Field Orders and Change Orders with the Contractor as necessary.

31.5 Evaluate possible material substitutions as requested by the Contractor.

31.6 Prepare, process and distribute to Project Engineer weekly Construction Progress and Inspection Reports (FAA Form 5370-1).

31.7 Measure and compute as-built quantities of all materials incorporated in the work and items of work completed, and maintain an item record account.

31.8 Prepare periodic Pay Requests for review by the Project Engineer and Contractor.

31.9 Monitor the contractor's compliance with airport operations to include coordination with airport manager, hangar owners and airport users and with the Construction Safety Phasing Plan (CSPP).

31.10 Attend and participate in construction progress meetings.

31.11 Coordinate the necessary construction staking/layout schedule as needed by the Contractor.

31.12 Perform other services as reasonably required by the Client and as outlined in the Contract Documents.

**PHASE IV. POST CONSTRUCTION SERVICES**

32.0 Final Inspection and Documentation

32.1 Final Inspection

The Consultant will schedule and conduct a final inspection with the Sponsor, Contractor, State and FAA representatives to determine whether the project has reached substantial completion and the work is in accordance with the plans and specifications. The Consultant will document items found to be deficient.

32.2 Final Punch List

The Consultant will prepare a punch list correspondence including the deficient items and will forward this correspondence to the Contractor requiring correction of the items and request a schedule for completion. The Consultant will send a copy to the Sponsor and include a copy in the Grant Closeout Report.

32.3 Final Construction Certifications and Grant Closeout Preparation.

32.4 Once all of the punch list items have been completed to the satisfaction of the Sponsor, State and FAA, the Consultant will prepare a Certification of Construction Acceptance for the project. This certification will also be included in the Grant Closeout Report. Assemble documentation for the project closeout report once the project is complete. This will include gathering all construction documentation, supplemental agreements (if applicable), weekly reports, pay requests, testing result summaries, final certification documentation, and change orders in preparation for closeout.

33.0 As-Built Plans, Equipment Manuals, Materials Book

33.1 As-Built Plans
The project team will collaboratively assemble a set of as-built plans for the project. The as-built plans will include field constructed conditions included as part of this Project including any field surveying required to compute final quantities and the drawings will become record information. The Consultant shall provide Owner with two (2) sets of reproducible "Record Drawings" in both digital and hardcopy format.

33.2 Equipment Manuals and Materials Book
The project team will collaboratively assemble equipment manuals and materials book for the Project. The materials book will include an accounting for all quality acceptance testing performed as part of this project. This will include a summary of passing tests as well as failing tests and corrective measures taken to in order to achieve satisfactory results. Two copies of these documents will be distributed to Owner.

**TASK III. GRANT ADMINISTRATION**

35.0 Grant Application and Administration

35.1 Grant Preapplication
The Application may be prepared after the project design has been completed and the bids accepted or the FAA may require the Application to be completed early during the design phase. Preparation of the Application will include the following:

- Prepare FAA Form 5100-100 including Program Narrative, discussing the Purpose and Need of the Work and the Method of Accomplishment
- The Consultant will submit the Application to the Sponsor for approval and signatures. After obtaining the necessary signatures, the Sponsor will forward the signed Application to the FAA for further processing.

36.0 Project Closeout
Prepare one (1) FAA long-form grant closeout report for the grant to cover the projects identified in this scope of services. The closeout report elements include a project summary, final certifications, summary of grant payments, and outlay report. This work includes research to determine final project costs, preparation of the report, coordination with the Airport, State, and FAA for review, and preparation of final documents for Airport approval.

## I.B. ADDITIONAL SERVICES

Consulting services performed other than those authorized under Section I.A. shall not be considered part of the Basic Services and may be authorized by the Sponsor as Additional Services. Additional Services consist of those services, which are not generally considered to be Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to the commencement of the project; or vary depending on the technique, procedures or schedule of the project contractor. Additional services may consist of the following:

1. Additions to the project outside of this scope.
2. Any construction surveying required for the Project.
3. Additional geotechnical investigation required for the Project.
4. Hosting a pre-bid meeting.
5. Attendance of the bid opening.
6. Additional Field Investigation required beyond those specified.
7. Completion of additional special studies not identified in Section I.A.
8. Periodic completion of grant reimbursement requests (i.e. Credit Applications).
9. Attendance of additional meetings beyond those identified in the above scope.
10. All other services not specifically identified in Section I.A.

## I.C. CONSIDERATION

The services described above in Section I.A. BASIC SERVICES shall be provided as follows:

| Task | Estimated Fee | Method of Compensation |
|---|---|---|
| Task 1 – Design (Update/Finalize/Bid) | $ 8,500.00 | Lump Sum |
| Task 2 – Construction Administration | $ 17,450.00 | Hourly Not-To-Exceed |
| Task 3 –Grant Administration | $ 2,750.00 | Lump Sum |
| **TOTAL AUTHORIZED FEE** | **$ 28,700.00** | |
| Estimated Federal Share (90%) | $ 25,830.00 | |
| Estimated Local Share (10%) | $ 2,870.00 | |

Progress payments shall be made in accordance with the Attached Fee Schedule (Exhibit IV) and Section III of the Master Agreement.

## BASIS OF FEE ASSUMPTION

For this proposal, assumptions were made as to the nature of how or why certain situations will be handled. These assumptions are as follows:

- Off-site improvement design will not be required.
- Deliverables provided by CLIENT are sufficient to be used for the basis for design.
- Any changes to the scope of work that are not specifically included in this proposal will be considered additional work and a negotiated amendment to the agreement will be completed.

## I.D. SCHEDULE AND DELIVERABLES

The consulting services authorized under Section I.A. will be performed under the following schedule or as authorized by the CLIENT as the BASIC SERVICES proceed. See attached schedule for more details.

| TASK | SERVICE DESCRIPTION | DATE |
|---|---|---|
| 1 | Design | November, 2017 – March, 2018 |
| 2 | Bid Administration | April, 2018 – May, 2018 |
| 3 | Funding Administration | May, 2018 – August, 2018 |
| 4 | Construction Phase Services | June, 2018 – October, 2018 |

A list of deliverables are as follows:

1. FAA Pavement Design Report and FAA Form 5100
2. Final Cost Estimates
3. FAA Form 7460, Construction Safety Phasing Plan (CSPP)
4. Construction Plans, Specifications and Bid Documents
5. Bid Addendums as needed
6. Construction Progress Reports
7. Grant Quarterly Status Reports
8. Project Close Out Report

## I.E. AUTHORIZATION

**City of Storm Lake**

By: ______________________________________

Date

Attest: ______________________________________

______________________________________

**Bolton & Menk, Inc.**

By: ______________________________________

Ronald A. Roetzel, P.E. Date

Aviation Services Manager

Attachments:

Exhibit I – Federal Contract Provisions for A/E Agreements

Exhibit II – Project Fee Breakdown

Exhibit III – Bolton & Menk 2017 Fee Schedule

# FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER TONTRACTOR" OR "LOWER TIER CONTRACTOR"SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

## ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

## CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

### A) Title VI Solicitation Notice

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

## B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**C) Title VI List of Pertinent Nondiscrimination Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**DISADVANTAGED BUSINESS ENTERPRISE**

Reference: 49 CFR part 26

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

**ENERGY CONSERVATION REQUIREMENTS**

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor/consultant has full responsibility to monitor compliance to the referenced statute or regulation. The contractor/consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**RIGHT TO INVENTIONS**

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

**SEISMIC SAFETY**

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

**TRADE RESTRICTION CERTIFICATION**

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

**VETERAN'S PREFERENCE**

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $3,500

**DISTRACTED DRIVING**

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The

Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $10,000

### TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

**Termination for Convenience**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**Termination by Default**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
    1) Perform the services within the time specified in this contract or by Owner approved extension;
    2) Make adequate progress so as to endanger satisfactory performance of the Project;
    3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:

   1) Defaults on its obligations under this Agreement;

   2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;

   3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $25,000

### DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1) Checking the System for Award Management at website: https://www.sam.gov.

2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.

3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $100,000

### CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

### LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

3) The undersigned 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.

## PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $150,000

### BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

# EXHIBIT II - PROJECT FEE BREAKDOWN

CLIENT: Storm Lake Municipal Airport

PROJECT: Taxiway and Apron Rehabilitation

| TASK NO. | WORK TASK DESCRIPTION | Principal | Project Manager | Project Engineer | Engineer I | Land Surveyor | Engineering Technician | Airport Planner | Clerical | Field Observer | Total Hours | Expenses | Outside Services | Total Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| I | Design | 1 | 17.5 | 10 | 13 | 0 | 3 | 0 | 9 | 0 | 53.5 | $541.75 | $0.00 | $6,561.75 |
| II | Bid Administration | 0 | 8.5 | 1.5 | 0 | 0 | 0 | 0 | 5 | 0 | 15 | $138.00 | $0.00 | $1,953.00 |
| IV | Construction Administration | 0 | 18.5 | 3 | 3 | 0 | 0 | 0 | 1 | 102.5 | 128 | $2,762.50 | $1,000.00 | $17,462.50 |
| III | Grant Administration | 0 | 10 | 5 | 2 | 0 | 0 | 0 | 7 | 0 | 24 | $0.00 | $0.00 | $2,755.00 |
| | **TOTAL HOURS** | 1 | 54.5 | 19.5 | 18 | 0 | 3 | 0 | 22 | 102.5 | 220.5 | | | |
| | **AVERAGE HOURLY RATE** | $165.00 | $150.00 | $110.00 | $90.00 | $145.00 | $95.00 | $120.00 | $75.00 | $100.00 | | | | |
| | **SUBTOTAL** | $165.00 | $8,175.00 | $2,145.00 | $1,620.00 | $0.00 | $285.00 | $0.00 | $1,650.00 | $10,250.00 | | | | |
| | | **Total Labor Costs** | | | | | | | | | | | | **$24,290.00** |
| | | **Expenses** | | | | | | | | | | | | |
| | | Mileage | | | | | | | | | | | $1,779.75 | |
| | | Lodging | | | | | | | | | | | $1,000.00 | |
| | | Meals | | | | | | | | | | | $412.50 | |
| | | Reproduction / Printing Charges | | | | | | | | | | | $250.00 | |
| | | **Total Expenses** | | | | | | | | | | | | **$3,442.25** |
| | | **Subconsultants** | | | | | | | | | | | | |
| | | Topographic Surveying (Design) | | | | | | | | | | | $0.00 | |
| | | Pavement/Soil Testing (Design) | | | | | | | | | | | $0.00 | |
| | | CatEx | | | | | | | | | | | $0.00 | |
| | | Pavement/Soil Testing (Construction) | | | | | | | | | | | $1,000.00 | |
| | | **Total Subconsultants** | | | | | | | | | | | | **$1,000.00** |
| | | **Total Fee** | | | | | | | | | | | | **$28,732.25** |
| | | **TOTAL FEE (rounded)** | | | | | | | | | | | | **$28,700.00** |

NOTES: Resident Observation Assumptions

1. 18 Working Day Construction Schedule
2. Observer Onsite 4.5 Hrs. / Day Average

# 2017 Schedule of Fees

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

The Fee Schedule shall apply for the period through December 31, 2017. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

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

| Employee Classification | Hourly Billing Rates |
|---|---|
| Sr. Principal Engineer/Surveyor | $170-240/Hour |
| Sr. Project Manager - Principal Engineer/Surveyor/GIS/LA | $127-180 |
| Senior Transportation/Aviation Planner | $125-175 |
| Project Manager (Inc. Landscape Architect and GIS) | $106-170 |
| Project/Design Engineer/Planner/Landscape Architect | $52-170 |
| Licensed Surveyor (Inc. Lic. Project Surveyor or Manager) | $94-165 |
| Project Surveyor | $82-130 |
| Specialist (Nat. Resources; GIS; Traffic; Graphics; Other) | $47-140 |
| Senior Technician (Inc. Survey[1]) | $72-165 |
| Technician (Inc. Survey[1]) | $33-140 |
| Administrative Support & Clerical | $29-110 |
| Structural/Electrical/Mechanical/Architect | $120-215 |
| GPS/Robotic Survey Equipment | NO CHARGE |
| CAD/Computer Usage | NO CHARGE |
| Routine Office Supplies | NO CHARGE |
| Routine Photo Copying/Reproduction | NO CHARGE |
| Field Supplies/Survey Stakes & Equipment | NO CHARGE |
| Mileage | NO CHARGE |

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

**RESOLUTION NO. 33-R-2017-2018**

RESOLUTION APPROVING THE CONTRACT FOR PROFESSIONAL SERVICES WITH BOLTON & MENK, INC. FOR THE STORM LAKE MUNICIPAL AIRPORT PROJECT WORK ORDER 2

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

Section 1. That the City of Storm Lake enter into Professional Services with Bolton & Menk Contract for the design, bidding, construction and grant administration service of work order 2 for the Storm Lake Municipal Airport Project Rehabilitate Connector Taxiway and Apron.

Total contract amount is $28,700.00

Section 2. That the Mayor is hereby directed to sign the contract with Bolton & Menk, Inc. for Work Order 2 for the Storm Lake Municipal Airport Project

PASSED AND APPROVED this 4th day of December, 2017.

______________________________
Jon F. Kruse, Mayor

ATTEST:

______________________________
Mayra A. Martinez, City Clerk

# Staff Summary

**12/4/2017**
**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:** David Derragon, Assistant City Manager

**SUBJECT:** **Resolution No. 34-R-2017-2018 Employee Handbook Section 4.7 Amendment**

**BACKGROUND:** The current City of Storm Lake Employee Manual was adopted in January 2016. This manual contains the policies, guidelines, procedures, or benefits for the employees of the City. This manual does not create any contractual rights between the employee and the City and does not preclude the City Manager or Department Head to establish such rules and regulations deemed necessary for the efficient and orderly administration of the department and/or city as long as that rule is not in conflict with this manual.

An amendment to Section 4.7 is requested to pay exempt and non-exempt employees on the same schedule. The change will affect thirteen (13) employees specific to the date paid and will reduce the number of payrolls processed in a month from four to two. The transition is best implemented in January as the beginning of the calendar year for payroll tracking.

The current handbook Section 4.7 language with proposed edits is attached for your review as well as Resolution No. _____.

**FISCAL IMPACT:** None

**RECOMMENDATION:** Staff recommends that Council approve Resolution No. 34-R-2017-2018 amending Section 4.7 of the Employee Handbook effective January 1, 2018 and authorize the Mayor and City Clerk to sign.

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| 🗋 | Handbook Section 4.7 | Contract |
| 🗋 | Resolution No. 34-R-2017-2018 | Resolution |

***CURRENT POLICY – EDITS NOTED***

4.7 PAY PERIODS

For all ~~non-exempt (hourly)~~ employees the following pay periods shall apply. ~~Non-exempt~~ Employees shall be paid bi-weekly on the Wednesday following the end of the pay period. ~~For non-exempt employees~~ The pay period shall cover two work weeks as defined in Section 3.4 Work Schedule.

~~Exempt employees shall be paid bi-monthly on the 5th and 20th of each month.~~ ~~The pay period for exempt employees shall be the first day of the month through the 15th day of the month and the 16th day of the month through the end of the month.~~

For both exempt and non-exempt employees when a pay date falls on a weekend, holiday, or federal holiday pay checks will be issued on the first workday preceding the holiday.

Any employee hired after July 1, 2005 must arrange with human resources for paychecks to be electronically direct deposited in a bank account.

***POLICY AS EDITED***

4.7 PAY PERIODS

For all employees the following pay periods shall apply. Employees shall be paid bi-weekly on the Wednesday following the end of the pay period. The pay period shall cover two work weeks as defined in Section 3.4 Work Schedule.

For both exempt and non-exempt employees when a pay date falls on a weekend, holiday, or federal holiday pay checks will be issued on the first workday preceding the holiday.

Any employee hired after July 1, 2005 must arrange with human resources for paychecks to be electronically direct deposited in a bank account.

**RESOLUTION NO. 34-R-2017-2018**

**RESOLUTION ADOPTING AN UPDATE TO THE CITY OF STORM LAKE EMPLOYEE POLICY**

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

WHEREAS, the existing Storm Lake Municipal Employee Policy Handbook contains a provision, which the City Council of the City of Storm Lake, Iowa feels should be changed; and

WHEREAS, the City Council continues to believe that it is the best policy of the City that employee policies should be reduced to a written handbook; and

WHEREAS, the City Council of the City of Storm Lake feels it best to amend Section 4.7 of the Employee handbook related to Pay Periods to pay exempt and non-exempt employees on the same schedule; and

WHEREAS, it would be in the best interests of the City of Storm Lake and its employees if the revision of the Employee handbook be adopted effective January 1, 2018.

IT IS THEREFORE RESOLVED that the Storm Lake Municipal Employee Policy Handbook completed January 18, 2016 and on file with the City Clerk shall be official policy of the City of Storm Lake with regard to its employees as to the matters contained therein.

BE IT FURTHER RESOLVED that the amendment to Section 4.7 of the Storm Lake Municipal Employee Policy Handbook 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 4$^{th}$ day of December, 2017.

__________________________________
Jon F. Kruse, Mayor

ATTEST:

______________________________
Mayra A. Martinez, City Clerk

## Staff Summary

**12/4/2017**
**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:** | **Closed Session Reference Iowa Code Chapter 21.5 (c) Matters of Litigation** |
| **BACKGROUND:** | Iowa Code allows for cities to have a closed session of the City Council for matters regarding litigation where matters that are either currently in litigation or where litigation is imminent and the disclosure of the issues would enable prejudice or disadvantage the position of the governmental body in that litigation. (Iowa Code Chapter 21.5 (c))<br><br>City Council, by roll call vote should vote to go into Closed Session, and then by roll call vote vote to come back into Open Session once they have conducted the discussion allowed by the Iowa Code.<br><br>Topics other than those that are specifically allowed to be in closed session are not allowed to be discussed. The City Council may **NOT** make any motions or take any action during the closed session, as all action must be done in open session. |
| **FISCAL IMPACT:** | No Fiscal Impact is Anticipated |
| **RECOMMENDATION:** | Motion to go into Closed Session Reference Iowa Code Chaper 21.5 (c) - Roll Call Vote<br><br>Motion to return to Open Session - Roll Call Vote |