

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
JULY 6, 2015
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. Motion Approving A Noise Variance For The Bridge Of Storm Lake
 - C. Buy Local Information
3. Resolution No. 01-R-2015-2016 Authorizing Street Closure, Noise Variance Street Vending For The 2015 SLHS Music Department "Beach Party"
4. Resolution No. 02-R-2015-2016 Approving Requests Associated With The 2015 Kiwanis Triathlon
5. Resolution No. 03-R-2015-2016 Approving Requests Associated With The 2015 Kiwanis Car Show & Santa's Castle Event
6. Public Hearing For Not To Exceed \$750,000 Storm Water Revenue Capital Loan Notes
7. Resolution No. 04-R-2015-2016 Instituting Proceedings To Take Additional Action For The Issuance Of Not To Exceed \$750,000 Storm Water Revenue Capital Loan Notes
8. Resolution No. 05-R-2015-2016 Approve The Change Order #1 For The Paving Of Howard Road
9. Resolution No. 06-R-2015-2016 Approving Change Order #2 To 3rd Addition Phase 1 Project
10. Resolution No. 07-R-2015-2016 Approving Final Acceptance For 3rd Addition Phase 1 Project
11. Resolution No. 08-R-2015-2016 Approving Change Order #1 Fiber Project
12. Motion Authorizing Mayor To Sign Grant Agreement With FAA For Airport Layout Plan Project
13. Resolution No. 09-R-2015-2016 Requesting A Special Election On The Extension Of The Local Option Sales And Services Tax Within The City Of Storm Lake
14. Motion To Approve Bolton Menk Contract Amendment - East 10th Street Project
15. Motion Amending Emmons & Olivier Resources Expansion Blvd. Storm Water Project Contract
16. Motion Authorizing Mayor To Sign Administrative Services Agreement With Simmering-Cory, Inc. For Erie Street CDBG Grant
17. Adjourn

Meeting Protocol

If you wish to speak today, please:

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

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

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



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Staff Summary

7/6/2015

Agenda Item # A.



City of Storm Lake
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REPORT TO: Honorable Mayor and City Council

FROM: Sue Vossberg, Deputy Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe disbursements for approval
- Approve Sunrise Pointe list of bills
- Approve the June 15, 2015 City Council minutes
- Approve liquor license renewal for Midtown Liquor
- Approve outdoor service area for Puff's on July 19, 2015 and August 29, 2015
- Board Appointments
 - ADA Compliance Committee
Kyle Bartz
 - Band Trustees
Clint Hoferman
 - Board of Adjustment
Wyatt Yon
 - Storm Water Advisory Committee
Ross Frederiksen
 - Civil Service Commission
Nancy Jensen
 - Planning & Zoning
Andriette Wickstrom
- Approve noise variance for the Bridge of Storm Lake on July 17, 2015 between the hours of 3:00pm to 9:00pm

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$764,281.11
- King's Pointe Bills - \$250,250.40
- Sunrise Pointe Golf Course Bills - \$9,056.61

The City will receive the following revenues:

- Liquor license renewal - \$100.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description		Type
	List of Bills	List of Bills
	List of Bills - King's Pointe & Sunrise Pointe	List of Bills
	Minutes - June 15, 2015	Minutes
	Midtown Pronto Liquor Report	Backup Material

City of Storm Lake
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Checks for Approval Report

From: 06/16/15 To 07/06/15
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00553.06.2015 Aflac Pretax	50.17
AFLAC	PR Batch 00553.06.2015 Aflac After tax	54.06
AFLAC	PR Batch 00554.06.2015 Aflac Pretax	499.46
AFLAC	PR Batch 00554.06.2015 Aflac After tax	143.28
AFLAC	PR Batch 00551.07.2015 Aflac Pretax	50.17
AFLAC	PR Batch 00551.07.2015 Aflac After tax	54.06
City of Storm Lake	PR Batch 00551.07.2015 Dental insurance employee c	2.18
City of Storm Lake	PR Batch 00551.07.2015 Dental employee/spouse	11.15
City of Storm Lake	PR Batch 00551.07.2015 Dental insurance family	28.32
City of Storm Lake	PR Batch 00551.07.2015 125 Flexible Benefits	207.91
City of Storm Lake	PR Batch 00551.07.2015 Health Insurance Family	596.50
City of Storm Lake	PR Batch 00551.07.2015 Health Insurance Single	48.12
City of Storm Lake	PR Batch 00554.06.2015 Dental employee/child	5.78
City of Storm Lake	PR Batch 00554.06.2015 Dental insurance employee c	18.00
City of Storm Lake	PR Batch 00554.06.2015 Dental employee/spouse	20.60
City of Storm Lake	PR Batch 00554.06.2015 Dental insurance family	78.48
City of Storm Lake	PR Batch 00554.06.2015 125 Flexible Benefits	920.83
City of Storm Lake	PR Batch 00554.06.2015 Flex- Child Care	173.09
City of Storm Lake	PR Batch 00554.06.2015 Health Insurance Family	1,761.92
City of Storm Lake	PR Batch 00554.06.2015 Health Insurance Single	399.78
City of Storm Lake	PR Batch 00553.06.2015 Dental insurance employee c	2.18
City of Storm Lake	PR Batch 00553.06.2015 Dental employee/spouse	11.15
City of Storm Lake	PR Batch 00553.06.2015 Dental insurance family	28.32
City of Storm Lake	PR Batch 00553.06.2015 125 Flexible Benefits	207.91
City of Storm Lake	PR Batch 00553.06.2015 Health Insurance Family	596.50
City of Storm Lake	PR Batch 00553.06.2015 Health Insurance Single	48.12
Collection Services Center	PR Batch 00553.06.2015 Child Support Payments to I	325.00
Collection Services Center	PR Batch 00554.06.2015 Child Support Payments to I	222.00
Collection Services Center	PR Batch 00551.07.2015 Child Support Payments to I	325.00
Conseco Health Insurance Co	PR Batch 00554.06.2015 Cancer Pre Tax Insurance	41.04
EFTPS	PR Batch 00554.06.2015 Federal Income Tax	10,585.19
EFTPS	PR Batch 00554.06.2015 FICA Employee Portion	4,348.50
EFTPS	PR Batch 00554.06.2015 FICA Employer Portion	4,348.50
EFTPS	PR Batch 00554.06.2015 Medicare Employee Portion	1,516.15
EFTPS	PR Batch 00554.06.2015 Medicare Employer Portion	1,516.15
EFTPS	PR Batch 00553.06.2015 Federal Income Tax	4,399.96
EFTPS	PR Batch 00553.06.2015 FICA Employee Portion	2,030.95
EFTPS	PR Batch 00553.06.2015 FICA Employer Portion	2,030.95
EFTPS	PR Batch 00553.06.2015 Medicare Employee Portion	571.46
EFTPS	PR Batch 00553.06.2015 Medicare Employer Portion	571.46
EFTPS	PR Batch 00551.07.2015 Federal Income Tax	4,421.52
EFTPS	PR Batch 00551.07.2015 FICA Employee Portion	1,929.10
EFTPS	PR Batch 00551.07.2015 FICA Employer Portion	1,929.10
EFTPS	PR Batch 00551.07.2015 Medicare Employee Portion	543.68
EFTPS	PR Batch 00551.07.2015 Medicare Employer Portion	543.68
ICMA Retirement Trust 457	PR Batch 00551.07.2015 ICMA	1,100.00
ICMA Retirement Trust 457	PR Batch 00551.07.2015 ICMA City Paid	583.35
ICMA Retirement Trust 457	PR Batch 00551.07.2015 ICMA City paid for Police	436.17
ICMA Retirement Trust 457	PR Batch 00553.06.2015 ICMA	1,100.00
ICMA Retirement Trust 457	PR Batch 00553.06.2015 ICMA City Paid	583.35
ICMA Retirement Trust 457	PR Batch 00553.06.2015 ICMA City paid for Police	432.81
ICMA Retirement Trust 457	PR Batch 00554.06.2015 ICMA	1,235.00
Iowa Public Employees	PR Batch 00554.06.2015 IPERS	3,812.93
Iowa Public Employees	PR Batch 00554.06.2015 IPERS City Share	5,722.46
Iowa Public Employees	PR Batch 00553.06.2015 IPERS	1,584.26
Iowa Public Employees	PR Batch 00553.06.2015 IPERS City Share	2,377.73
Iowa Public Employees	PR Batch 00551.07.2015 IPERS	1,564.44

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Iowa Public Employees	PR Batch 00551.07.2015 IPERS City Share	2,347.98
Iowa Public Employees	Rounding Issue	1.00
ITT Hartford AMS RPVA	PR Batch 00551.07.2015 457 Hartford	100.00
ITT Hartford AMS RPVA	PR Batch 00553.06.2015 457 Hartford	100.00
ITT Hartford AMS RPVA	PR Batch 00554.06.2015 457 Hartford	225.00
Kansas Payment Center	PR Batch 00554.06.2015 Child Support Kansas	180.00
Muni Fire/Police Retire	PR Batch 00554.06.2015 Muni Police/Fire Pension	2,922.08
Muni Fire/Police Retire	PR Batch 00554.06.2015 Muni Police/Fire Pension Ci	9,453.21
Muni Fire/Police Retire	PR Batch 00553.06.2015 Muni Police/Fire Pension	534.26
Muni Fire/Police Retire	PR Batch 00553.06.2015 Muni Police/Fire Pension Ci	1,728.39
Muni Fire/Police Retire	PR Batch 00551.07.2015 Muni Police/Fire Pension	544.93
Muni Fire/Police Retire	PR Batch 00551.07.2015 Muni Police/Fire Pension Ci	1,609.87
Teamsters Local Union 554	PR Batch 00554.06.2015 Union Dues	280.50
Treasurer State Of Iowa	PR Batch 00554.06.2015 State Income Tax	3,921.12
Treasurer State Of Iowa	PR Batch 00553.06.2015 State Income Tax	1,885.29
Treasurer State Of Iowa	PR Batch 00551.07.2015 State Income Tax	1,869.04

UNAVAILABLE

Department Total = 96,452.60

Police Department

BJH Construction LLC	Roof Repairs	695.00
Buena Vista Stationery & Print Inc	Letterhead Paper	398.60
BV Rifle & Pistol Club	Club Dues July 2015 to June 2016	600.00
City of Storm Lake	Health Ins Allocations Jul2015	21,730.65
City of Storm Lake	Serviced P-9	36.47
City of Storm Lake	Serviced P-10	42.43
City of Storm Lake	Serviced P-12	46.54
City of Storm Lake	Serviced P-13	36.47
City of Storm Lake	Serviced P-4	49.74
City of Storm Lake	Serviced P-6	36.47
City of Storm Lake	FY2016 Fleet Allication- Police Sedan	34,900.00
CovertTrack Group, Inc	Annual Subscription for Mapping Products	600.00
Custodian of Petty Cash	SLPD Postage	8.86
Custodian of Petty Cash	SLPD Postage	9.39
Custodian of Petty Cash	SLPD Postage	3.22
Custodian of Petty Cash	SLPD Postage	11.95
Electronic Engineering	Batteries	270.00
Evertex Inc	Phone Service- June 2015	340.29
Evertex Inc	Phone Service- July 2015	344.51
Graham Tire	New Tires (2) P-13	274.06
Graham Tire	New Tires (2) P-14	315.65
Graham Tire	New Tires (4) P-6	610.75
Hy-Vee, Inc	Supplies	31.71
Iowa Office Supply Inc	Copier Maintenance Agreement	94.91
Jack's Uniforms & Equipment	Badge Wallet (2)	59.90
Julius Dennis R.	Dry Cleaning Services	42.00
Mangold Environmental Testing	Shipping	6.11
Mangold Environmental Testing	Shipping	6.47
Med-Tech Resource Inc	Radio Battery	246.99
MidAmerican Energy Company	Electric Service Apr/May 2015	772.40
NW IA YES Center	Services	55.25
NW IA YES Center	Services	37.50
Principal Life Ins Co	Insurance Premium July 2015	2,110.36
Principal Life Ins Co	Insurance Premium October 2014	2,090.78
Rasmussen's	Alternator P-11	741.01
Rasmussen's	Control Arm P-13	351.10
Rasmussen's	Seat Belt Repairs P-12	377.72
Reserve Account	Postage June 30, 2015	71.25

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Storm City Auto Parts	Wiper Blades	36.21
Storm Lake Times The	June 2015 Police Officer Advertising	129.96
Vast Broadband	Phone Service April 2015	192.46
Vast Broadband	Phone Service May 2015	199.79
Vast Broadband	Phone Service June 2015	277.83
Wal Mart #01-1526	Card	3.97
Yards & Etc	Lawn Mowing 509 E 13th Street	90.00
Yards & Etc	Lawn Mowing 120 Mae Street	90.00
Yards & Etc	Lawn Mowing 540 Hudson	80.00

Police Department

Department Total = 69,556.73

Fire Department

Affiliated Computer Services	FH Support Contract FY2015	795.00
Bomgaars Supply, Inc	Hose	30.98
Bomgaars Supply, Inc	Battery	15.99
Central Iowa Distributing, Inc	Cleaning Supplies	98.40
City of Storm Lake	Health Ins Allocations Jul2015	1,995.89
Evertex Inc	Phone Service- July 2015	51.25
Evertex Inc	Phone Service- June 2015	51.25
Fire Engineering	FY2016 Magazine Renewal	21.00
Julius Dennis R.	Laundry Service- No Tax	14.40
Julius Dennis R.	Laundry Service- No Tax	19.40
Julius Dennis R.	Laundry Service- No Tax	13.75
Julius Dennis R.	Laundry Service- No Tax	15.25
Julius Dennis R.	Laundry Service- No Tax	15.50
Julius Dennis R.	Laundry Service- No Tax	14.15
Julius Dennis R.	Laundry Service- No Tax	14.40
Julius Dennis R.	Laundry Service- No Tax	13.75
Midwest Breathing Air LLP	Air Compressor Service	936.61
Principal Life Ins Co	Insurance Premium October 2014	169.70
Principal Life Ins Co	Insurance Premium July 2015	174.41
Rohr Manufacturing Services, Ltd	Fire Extinguisher Recharge	22.80
SKM, LLC	Aerial Service Contract	2,278.13
Stanton Electric, Inc	Lights	27.66
Vast Broadband	Phone Service May 2015	33.95
Vast Broadband	Phone Service June 2015	47.98
Vast Broadband	Phone Service April 2015	31.84
Wal Mart #01-1526	Supplies	5.85

Fire Department

Department Total = 6,909.29

Building Official

Buena Vista Stationery & Print Inc	Sorter	19.99
City of Storm Lake	Health Ins Allocations Jul2015	1,970.82
Evertex Inc	Phone Service- July 2015	27.50
Evertex Inc	Phone Service- June 2015	27.50
International Association of Electrical Inspectors	FY2016 Membership- Olesen	102.00
Principal Life Ins Co	Insurance Premium July 2015	133.24
Principal Life Ins Co	Insurance Premium October 2014	130.28
Reserve Account	Postage June 30, 2015	177.15
Storm Lake Times The	June 2015 Advertising	10.40
Storm Lake Times The	June 2015 Advertising	9.60
Storm Lake Times The	June 2015 Advertising	11.20
Vast Broadband	Phone Service April 2015	47.76
Vast Broadband	Phone Service June 2015	71.96
Vast Broadband	Phone Service May 2015	50.91

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Building Official

Department Total = 2,790.31

Crime Prevention

Bomgaars Supply, Inc	Dog Food	229.95
Hy-Vee, Inc	Supplies- Less Tax	76.78
Mike's Lawn Service, Inc	Maple Tree	100.00

Crime Prevention

Department Total = 406.73

Roadway Maintenance

Bomgaars Supply, Inc	Rakes	54.47
Bomgaars Supply, Inc	Hose	53.94
Bomgaars Supply, Inc	Lime	23.96
Bomgaars Supply, Inc	Overshoes	47.99
Central Iowa Distributing, Inc	Cleaning Supplies	531.45
Central Iowa Distributing, Inc	Cleaning Supplies	141.10
City of Storm Lake	Health Ins Allocations Jul2015	7,331.63
CivicPlus	Web Page Annual Renewal	812.28
CNH Industrial America LLC	Supplies	24.10
Evertex Inc	Phone Service- July 2015	13.75
Evertex Inc	Phone Service- June 2015	13.75
Fastenal Company	Supplies	24.86
Fastenal Company	Supplies	26.45
I&S Group, Inc.	Engineering Services through 5/23/2015	280.00
I&S Group, Inc.	Engineering Services through 5/23/2015	1,035.00
I&S Group, Inc.	Engineering Services through 5/23/2015	2,348.02
Inquirehire	Background Checks	68.50
Iowa Office Supply Inc	Copier Maintenance Agreement	50.68
L & G Products, Inc	Straw Blanket	54.65
L & G Products, Inc	Rain Garden Supplies	102.50
MidAmerican Energy Company	Electric Service Apr/May 2015	564.02
OMG Midwest, Inc	Concrete	342.00
OMG Midwest, Inc	Concrete	342.00
OMG Midwest, Inc	Concrete	1,083.00
Principal Life Ins Co	Insurance Premium October 2014	344.11
Principal Life Ins Co	Insurance Premium July 2015	359.48
ProBuild	Plywood	169.44
ProBuild	Supplies	13.40
ProBuild	Supplies	24.30
Road Machinery & Supplies	Edge	364.93
Smith Concrete Service Inc	Pay Estimate #2 of Howard Road	99,000.41
Storm Lake Hydraulics Co Inc	Hyd Hose	90.05
Taylor Contracting Co., Inc.	Curb Replacement- Central Bank	950.00
Vast Broadband	Phone Service April 2015	49.90
Vast Broadband	Phone Service May 2015	45.16
Vast Broadband	Phone Service June 2015	57.09

Roadway Maintenance

Department Total = 116,838.37

Street Lighting

MidAmerican Energy Company	Electric Service Apr/May 2015	12,174.96
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Street Lighting

Department Total = 12,174.96

Signs & Signals

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General Traffic Controls Inc	Signal Repairs 12th & Lake	6,274.00
Iowa Prison Industries	Signs	44.40

Signs & Signals

Department Total = 6,318.40

Snow Removal

City of Storm Lake	Health Ins Allocations Jul2015	2,072.34
Principal Life Ins Co	Insurance Premium October 2014	130.04
Principal Life Ins Co	Insurance Premium July 2015	130.25

Snow Removal

Department Total = 2,332.63

Airport

Alta Implement Company Inc	Mower Repairs	2,700.27
Bart's Flying Service	Airport Contract June 2015	4,963.85
Bolton & Menk, Inc	Engineering Services through 5/29/2015	895.00
Bolton & Menk, Inc	Engineering Services through 5/29/2015	11,460.00
Bomgaars Supply, Inc	Hangar Door Cable	38.39
Control System Specialists, LLC	Repairs to Air Conditioner	741.75
Culligan	Water Supplies	15.90
HR Green Inc	Review Service Fee	2,000.00
Iowa Lakes Regional Water	June 2015 Water Service	56.17
MidAmerican Energy Company	Electric Service Apr/May 2015	508.23
Reserve Account	Postage June 30, 2015	19.98
Road Machinery & Supplies	Edge	364.94
Wal Mart #01-1526	Supplies	55.91

Airport

Department Total = 23,820.39

Library

Amazon.com	Book	7.99
Baker & Taylor, Inc	Books	18.84
Baker & Taylor, Inc	Books	7.88
Baker & Taylor, Inc	Books	234.96
Baker & Taylor, Inc	Books	811.90
Brodart Co	Books	16.45
Brodart Co	Books	27.73
Brodart Co	Books	181.10
Brodart Co	Books	15.61
Brodart Co	Books	42.98
Brodart Co	Books	37.94
Brodart Co	Books	58.05
Brodart Co	Books	102.87
Central Iowa Distributing, Inc	Cleaning Supplies	123.40
City of Storm Lake	Health Ins Allocations Jul2015	4,687.74
Custodian of Petty Cash Kim Mehlenbacher	May 2015 Postage	226.78
Demco, Inc	Tape & Binders	186.52
Houchen Bindery Ltd	Books & Shipping	74.00
Ingram Library Services, Inc	Books	16.76
Ingram Library Services, Inc	Books	17.94
Ingram Library Services, Inc	Books	32.97
Ingram Library Services, Inc	Books	47.44
Ingram Library Services, Inc	Books	16.21
Ingram Library Services, Inc	Books	15.64
Ingram Library Services, Inc	Books	34.13

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Ingram Library Services, Inc	Books	15.06
Ingram Library Services, Inc	Books	16.19
Ingram Library Services, Inc	Books	17.48
Joyce's Greenery	Landscaping Supplies	48.00
MidAmerican Energy Company	Electric Service Apr/May 2015	605.53
Midwest Tape LLC	DVDs	67.98
Midwest Tape LLC	DVDs	184.95
Midwest Tape LLC	DVDs	149.94
Midwest Tape LLC	DVDs	33.99
Midwest Tape LLC	DVDs	170.93
Principal Life Ins Co	Insurance Premium October 2014	210.00
Principal Life Ins Co	Insurance Premium July 2015	187.90
Recorded Books LLC	CDs	36.00
Recorded Books LLC	CDs	21.95
Recorded Books LLC	CDs	36.00
Recorded Books LLC	CDs	39.95
Reserve Account	Postage June 30, 2015	11.10
Vast Broadband	Phone Service June 2015	119.43
Vast Broadband	Phone Service April 2015	-320.09
Vast Broadband	Phone Service May 2015	-100.51

Library	Department Total =	8,595.61
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Parks Department

A & A Automotive	Two New Mower Tires	155.40
Bomgaars Supply, Inc	Letters	31.36
Bomgaars Supply, Inc	Toolcat Sprayer Tips	116.95
Bomgaars Supply, Inc	Key Blanks	2.98
Central Iowa Distributing, Inc	Cleaning Supplies	435.85
City of Storm Lake	Health Ins Allocations Jul2015	1,978.19
Evertex Inc	Phone Service- July 2015	13.75
Evertex Inc	Phone Service- June 2015	13.75
Fastenal Company	Lake Fest Supplies	2.82
Koenig Jeff	Spot A Pot Services	222.00
L & G Products, Inc	Grass Seed	358.00
MidAmerican Energy Company	Electric Service Apr/May 2015	524.94
OMG Midwest, Inc	Concrete	342.00
Principal Life Ins Co	Insurance Premium July 2015	189.71
Principal Life Ins Co	Insurance Premium October 2014	183.88
Smith Concrete Service Inc	Sidewalk Construction Less Seeding Amount	55,760.00
Storm Lake Hydraulics Co Inc	Park Toro Hyd Hose	53.50
Vast Broadband	Phone Service June 2015	40.58
Vast Broadband	Phone Service May 2015	32.92
Vast Broadband	Phone Service April 2015	36.26

Parks Department	Department Total =	60,494.84
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Golf Course

Bomgaars Supply, Inc	Hose	24.99
City of Storm Lake	Health Ins Allocations Jul2015	1,120.86
City of Storm Lake	Repaired Drive Hub on Mower	162.62
Inquirehire	Background Checks	68.50
Joyce's Greenery	Golf Course Burning Bush	45.00
Lundell Construction Co. Inc.	Septic Tank Dump Fee- No Tax	266.25
MidAmerican Energy Company	Electric Service Apr/May 2015	246.08
Principal Life Ins Co	Insurance Premium October 2014	40.73
Principal Life Ins Co	Insurance Premium July 2015	42.09

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R & R Products, Inc	Bedknife	110.84
Stanton Electric, Inc	Irrigation Pump Repairs	139.29
Turfwerks	New Computer Services	2,157.63
Turfwerks	Supplies	42.39
Turfwerks	LED Light	64.92
Zimco Supply Co	Supplies	275.40
Golf Course	Department Total =	4,807.59
Campgrounds		
Arctic Glacier U.S.A., Inc.	Ice	71.20
Arctic Glacier U.S.A., Inc.	Ice	108.28
Buena Vista Stationery & Print Inc	Lanyard	41.99
Buena Vista Stationery & Print Inc	Ribbon for Time Clock	45.95
Central Bank	Classic Mag & Lock Case- Less Second Shipping Cha	394.07
City of Storm Lake	Health Ins Allocations Jul2015	373.62
Joyce's Greenery	Campground Decorations	46.22
MidAmerican Energy Company	Electric Service Apr/May 2015	982.08
Nelsen Carl	Campground Services	300.00
Principal Life Ins Co	Insurance Premium July 2015	14.03
Principal Life Ins Co	Insurance Premium October 2014	13.58
Schuelke Powersports	Box Lift Installation	678.99
Vast Broadband	Phone Service April 2015	210.90
Vast Broadband	Phone Service June 2015	210.90
Vast Broadband	Phone Service May 2015	210.90
Campgrounds	Department Total =	3,702.71
UNAVAILABLE		
MidAmerican Energy Company	Electric Service Apr/May 2015	528.82
UNAVAILABLE	Department Total =	528.82
UNAVAILABLE		
Bostwick Fencing LLC	Gates & Posts Installation	4,955.00
UNAVAILABLE	Department Total =	4,955.00
Community Ed		
Storm Lake Comm Schools	Community Ed Assistant Director Ads	290.77
Community Ed	Department Total =	290.77
Awaysis		
Ahlers & Cooney, P.C.	Legal Fees- 2015B Disclosure Counsel	7,500.00
Ahlers & Cooney, P.C.	Legal Fees- 2015B Refinancing	14,782.26
Ahlers & Cooney, P.C.	Legal Fees- 2015A Refinancing	22,880.51
Piper Jaffray Inc	Dissemination Agen Services 2014	1,000.00
Piper Jaffray Inc	Dissemination Agen Services 2014	200.00
Piper Jaffray Inc	Dissemination Agen Services 2014	200.00
Piper Jaffray Inc	Dissemination Agen Services 2014	200.00
Piper Jaffray Inc	Dissemination Agen Services 2014	200.00
Piper Jaffray Inc	Dissemination Agen Services 2014	200.00
Wells Fargo Bank N.A.	\$5.6M Admin Fee	350.00

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Storm Lake IA, 505881086

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Wells Fargo Bank N.A.	\$2.94M Admin Fee	400.00
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Awaysis		Department Total =	47,912.77
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Shelter House

MidAmerican Energy Company	Electric Service Apr/May 2015	198.73
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Shelter House		Department Total =	198.73
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UNAVAILABLE

Bomgaars Supply, Inc	Fittings for Kings Pointe Irrigation	38.06
Crescent Electric Supply Co	Calibration Repairs to King's Pointe Irrigation System	235.02
Kuhlman Lake Service & Welding, Inc	Dock Bumper	405.61
L & G Products, Inc	Grass Seed	358.00
Storm Lake Times The	June 2015 Advertising	26.00
Storm Lake Times The	June 2015 Advertising	28.40
Turfwerks	Trouble Shooting KP Irrigation System	300.00

UNAVAILABLE		Department Total =	1,391.09
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Dohrman Trust

Century Business Products,Inc	Copier Maintenance Agreement (Partial)	15.00
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Dohrman Trust		Department Total =	15.00
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UNAVAILABLE

Buena Vista Co Recorder	June 2015 Easement Recordings	367.00
City of Storm Lake	Health Ins Allocations Jul2015	965.53
Evertex Inc	Phone Service- July 2015	23.75
Evertex Inc	Phone Service- June 2015	23.75
Media USA Inc	Touch Screen Advertising	1,250.00
Principal Life Ins Co	Insurance Premium October 2014	60.24
Principal Life Ins Co	Insurance Premium July 2015	60.77
Vast Broadband	Phone Service April 2015	15.92
Vast Broadband	Phone Service June 2015	23.99
Vast Broadband	Phone Service May 2015	16.97

Economic Develop		Department Total =	2,807.92
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Storm Lake Sub-Division #5

Lundell Construction Co. Inc.	Pay Estimate #3 of 3rd Addition Phase 1 Utilities	12,712.56
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Storm Lake Sub-Division #5		Department Total =	12,712.56
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Dredging

City of Storm Lake	Health Ins Allocations Jul2015	284.32
Lake Improvement Commission	4th Qtr Hotel/Motel Tax	5,913.00
Principal Life Ins Co	Insurance Premium July 2015	8.61
Principal Life Ins Co	Insurance Premium October 2014	8.39

Dredging		Department Total =	6,214.32
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Convention/Visitor's Bureau

City of Storm Lake
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Storm Lake United	4th Qtr Hotel/Motel Tax Distr	17,739.00
Convention/Visitor's Bureau		Department Total = 17,739.00
Mayor, Council, Manager		
City of Storm Lake	Health Ins Allocations Jul2015	22.30
Principal Life Ins Co	Insurance Premium October 2014	48.30
Principal Life Ins Co	Insurance Premium July 2015	49.24
Mayor, Council, Manager		Department Total = 119.84
Policy & Administration		
City of Storm Lake	Health Ins Allocations Jul2015	1,431.69
Principal Life Ins Co	Insurance Premium July 2015	109.51
Principal Life Ins Co	Insurance Premium October 2014	106.06
Policy & Administration		Department Total = 1,647.26
City Hall Building		
Evertex Inc	Phone Service- June 2015	8.08
Evertex Inc	Phone Service- July 2015	8.08
MidAmerican Energy Company	Electric Service Apr/May 2015	343.66
Schumacher Elevator Company	Elevator Maintenance	187.77
Steve's Window Svc	Window Cleaning Services	37.00
Vast Broadband	Phone Service April 2015	59.05
Vast Broadband	Phone Service May 2015	61.18
Vast Broadband	Phone Service June 2015	84.94
Wede's Lock Service Joe	Front Door Repairs	75.00
City Hall Building		Department Total = 864.76
Tort Liability		
Jack's Uniforms & Equipment	Push Bumper P-6	239.21
Jack's Uniforms & Equipment	Bracket, LED Lights P-6	175.80
Stille Pierce & Pertzborn	Fishpipe Coverage	139.00
Tort Liability		Department Total = 554.01
Other Policy & Administration		
Buena Vista Stationery & Print Inc	Office Supplies	27.18
Buena Vista Stationery & Print Inc	Office Supplies	8.60
Central Bank	IA League of Cities Conf 2015- Kruse	58.34
Central Bank	IA League of Cities Conf 2015- Yarosevich	58.34
Central Bank	IA League of Cities Conf 2015- Movall	58.34
Central Bank	IA League of Cities Conf 2015- Patrick	58.34
Central Bank	Des Moines Register Subscription	10.00
CivicPlus	Web Page Annual Renewal	812.29
Color-ize Inc	City Tidbits Layout/Design- July 2015	96.25
Custodian of Petty Cash	Solicitor NSF	3.00
Custodian of Petty Cash	NSF Fee	5.00
Genesis Development	Conference Call	31.85
Genesys Conferencing	Conference Call	31.85
Iowa City/County Mgmt Assoc	FY2016 Membership Fee	83.34

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Iowa League of Cities	FY2016 Membership Dues	1,272.33
Iowa Office Supply Inc	Office Supplies	86.94
Iowa Office Supply Inc	Copier Maintenance Agreement	50.68
La Prensa LLC	Advertising	66.00
NW Iowa Planning & Development Commission	FY2016 Membership Dues	1,192.50
Patrick James H	NW IA Regional Planning & Spencer- Patrick	93.16
Progressive Business Publications	FY2016 Membership Renewal	84.34
Reserve Account	Postage June 30, 2015	234.61
Storm Lake Times The	June 2015 Advertising	34.22
Storm Lake Times The	June 2015 Advertising	90.40
Storm Lake Times The	June 2015 Advertising	36.25
Storm Lake Times The	June 2015 Advertising	57.60
Storm Lake Times The	June 2015 Advertising	58.57
Storm Lake Times The	June 2015 Boards and Commissions Advertising	130.65
Storm Lake Times The	June 2015 Finance Director Advertising	145.94
Subway	Safety Bingo Supplies	64.20
Wal Mart #01-1526	Supplies	17.71

Other Policy & Administration

Department Total = 5,058.82

Water Administration

Accela, Inc #774375	May 2015 IVR	16.00
Accela, Inc #774375	May 2015 Web Payments	7.00
Bolton & Menk, Inc	City Hall Pkg Lot Prof Svc through 6/24/2015	10,630.50
Buena Vista Stationery & Print Inc	Office Supplies	8.60
Buena Vista Stationery & Print Inc	Office Supplies	27.18
Central Bank	IA League of Cities Conf 2015- Patrick	58.33
Central Bank	IA League of Cities Conf 2015- Yarosevich	58.33
Central Bank	IA League of Cities Conf 2015- Movall	58.33
Central Bank	IA League of Cities Conf 2015- Kruse	58.33
City of Storm Lake	Health Ins Allocations Jul2015	3,007.05
CivicPlus	Web Page Annual Renewal	812.29
Custodian of Petty Cash	Second Check to Zero Out Drawer 4B	23.17
Custodian of Petty Cash	Zeroing Out Drawer 4B FY2015	52.27
Evertex Inc	Phone Service- July 2015	7.84
Evertex Inc	Phone Service- June 2015	7.84
Iowa City/County Mgmt Assoc	FY2016 Membership Fee	83.33
Iowa League of Cities	FY2016 Membership Dues	1,272.33
Iowa Office Supply Inc	Copier Maintenance Agreement	50.68
Iowa Office Supply Inc	Office Supplies	86.93
NW Iowa Planning & Development Commission	FY2016 Membership Dues	1,192.50
Piper Jaffray Inc	Dissemination Agen Services 2014	1,000.00
Principal Life Ins Co	Insurance Premium July 2015	227.33
Principal Life Ins Co	Insurance Premium October 2014	220.84
Progressive Business Publications	FY2016 Membership Renewal	84.33
Qualified Presort Service, LLC	Past Due Notices	80.73
Reserve Account	Postage June 30, 2015	10.76
Subway	Safety Bingo Supplies	64.20
Vast Broadband	Phone Service April 2015	50.77
Vast Broadband	Phone Service June 2015	72.55
Vast Broadband	Phone Service May 2015	52.42

Water Administration

Department Total = 19,382.76

Water Plant

Ace Sign Displays, Inc	Sign- Rock Garden	325.00
Blue Tarp Financial	Chain Hoist	150.98

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Bomgaars Supply, Inc	Hose Bibb, Clamps, & Couplings	22.15
Bomgaars Supply, Inc	Anchor Rings & Fasteners	69.54
Bomgaars Supply, Inc	Cable Puller	24.98
Bomgaars Supply, Inc	Water Line Pipe	7.08
Bomgaars Supply, Inc	Water Line Pipe	5.99
Bomgaars Supply, Inc	Fuel Pump	431.98
C. P. Environmental, Inc	Filter Bag Springs	518.24
C. P. Environmental, Inc	Filter Bags Labor	4,900.00
City of Storm Lake	Health Ins Allocations Jul2015	4,756.30
Diehl Donald P	FY2015 Lease Payment, Parcel 2, 3, & 4	625.00
Diehl Donald P	FY2015 Seeding	380.00
Diehl Golda	FY2016 Lease	1,000.00
Evertex Inc	Phone Service- July 2015	118.75
Evertex Inc	Phone Service- June 2015	118.75
Fastenal Company	Safety Glasses	10.48
Fastenal Company	Confined Space Blower	716.62
Fastenal Company	Dust Masks & Gloves	74.50
Fastenal Company	Ladder	283.19
Grainger Inc W.W.	Exhaust Fan Motor	279.50
Hawkins, Inc	Hypo Day Tank	375.00
Hawkins, Inc	Hypo 6/24/2015	2,029.50
HD Supply Waterworks, Ltd.	Valve for Culligan	545.00
Iowa Division of Labor	Boiler Inspection	135.00
Iowa Office Supply Inc	Copier Maintenance Agreement	17.31
Julius Dennis R.	Entrance Mats Cleaning	488.00
Larson Oil & Distributing Co, Inc	WTP Diesel	2,687.26
Larson Oil & Distributing Co, Inc	Well #20 Fuel	817.58
Larson Oil & Distributing Co, Inc	Well #15 Fuel	113.39
Lundell Construction Co. Inc.	Storm Sewer Rock	845.60
Lundell Construction Co. Inc.	Well Road Rock	863.74
McCrea Enterprises	Wall Prep	9.75
MidAmerican Energy Company	Electric Service Apr/May 2015	12,406.43
Mike's Electronics Inc	Well #14 Wiring	215.00
Mike's Electronics Inc	MIOX Wiring Removed	195.00
Mike's Electronics Inc	Loop Tester	1,050.00
Mike's Lawn Service, Inc	Rock Garden	3,000.00
Mississippi Lime Company	Lime	4,791.80
Mississippi Lime Company	Lime	4,812.70
Mississippi Lime Company	Lime	4,759.50
O'Reilly Auto Parts	Well #20 Generator	48.97
OMG Midwest, Inc	Sand	184.24
PraxAir inc	Carbon Dioxide	760.92
PraxAir inc	Carbon Dioxide	791.65
Principal Life Ins Co	Insurance Premium July 2015	425.96
Principal Life Ins Co	Insurance Premium October 2014	409.70
Qualified Presort Service, LLC	Water Quality Report	2,119.18
Rent-All	Lift Rental for Hypo Room	135.00
Rent-All	Auger Rental for Posts	15.00
Rohr Manufacturing Services, Ltd	Fire Extinguisher	30.80
Stanley Mark	Lime Silo Piping	22.50
USA Blue Book	Solenoid Valves	840.40
USA Blue Book	Locks- No Tax	115.56
Vast Broadband	Phone Service April 2015	144.04
Vast Broadband	Phone Service May 2015	133.86
Vast Broadband	Phone Service June 2015	162.02
Vessco Inc	Sodium Chlorite Pump	1,352.96
Wal Mart #01-1526	Towels, Plates, Cleaners	54.44
Wal Mart #01-1526	Coffe Maker, Towels, Tissue	122.53
Wal Mart #01-1526	Supplies	89.86

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Zone Home Entertainment LLP	Phone Cases	99.98
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Water Plant	Department Total =	63,036.16
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Water Distribution

Bolton & Menk, Inc	Engineering Services through 6/24/2015	5,753.50
Bolton & Menk, Inc	Engineering Services through 5/14/2015	1,527.00
Bomgaars Supply, Inc	Supplies	48.38
City of Storm Lake	Health Ins Allocations Jul2015	1,415.53
Evertex Inc	Phone Service- July 2015	47.50
Evertex Inc	Phone Service- June 2015	47.50
Mangold Environmental Testing	Bacteria Testing	140.00
MidAmerican Energy Company	Electric Service Apr/May 2015	86.79
Mike's Lawn Service, Inc	Lawn Repairs from Main Breaks	540.00
Principal Life Ins Co	Insurance Premium October 2014	158.49
Principal Life Ins Co	Insurance Premium July 2015	164.80
Underground Location Company	Locates	64.10
Unity Point Clinic	Ebel Vaccines	127.00
Vast Broadband	Phone Service April 2015	60.87
Vast Broadband	Phone Service May 2015	59.16
Vast Broadband	Phone Service June 2015	74.09

Water Distribution	Department Total =	10,314.71
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Water Meters

City of Storm Lake	Health Ins Allocations Jul2015	1,127.10
Evertex Inc	Phone Service- July 2015	23.75
Evertex Inc	Phone Service- June 2015	23.75
Municipal Supply, Inc.	Osegaro Laundromat Meter	1,469.83
Principal Life Ins Co	Insurance Premium October 2014	122.90
Principal Life Ins Co	Insurance Premium July 2015	60.44
Pro-Vison, Inc	Meter Reader Truck Backup Camera	243.16
Sensus Metering Systems Inc.	Autoread Service Agreement FY2016	785.17

Water Meters	Department Total =	3,856.10
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Wastewater Administration

Buena Vista Stationery & Print Inc	Office Supplies	27.18
Buena Vista Stationery & Print Inc	Office Supplies	8.60
Central Bank	IA League of Cities Conf 2015- Yarosevich	58.33
Central Bank	IA League of Cities Conf 2015- Movall	58.33
City of Storm Lake	Health Ins Allocations Jul2015	2,997.46
CivicPlus	Web Page Annual Renewal	812.29
Evertex Inc	Phone Service- June 2015	7.83
Evertex Inc	Phone Service- July 2015	7.83
Iowa City/County Mgmt Assoc	FY2016 Membership Fee	83.33
Iowa League of Cities	FY2016 Membership Dues	1,272.34
Iowa Office Supply Inc	Copier Maintenance Agreement	50.68
Iowa Office Supply Inc	Office Supplies	86.93
NW Iowa Planning & Development Commission	FY2016 Membership Dues	1,192.50
Principal Life Ins Co	Insurance Premium July 2015	225.99
Principal Life Ins Co	Insurance Premium October 2014	219.59
Progressive Business Publications	FY2016 Membership Renewal	84.33
Qualified Presort Service, LLC	Past Due Notices	80.73
Reserve Account	Postage June 30, 2015	10.76
Sensus Metering Systems Inc.	Autoread Service Agreement FY2016	785.17

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Subway	Safety Bingo Supplies	64.20
Vast Broadband	Phone Service April 2015	58.73
Vast Broadband	Phone Service May 2015	60.90
Vast Broadband	Phone Service June 2015	84.55

Wastewater Administration

Department Total = 8,338.58

Wastewater Treatment Plant

Ace Sign Displays, Inc	Sign- WWTP	325.00
Bomgaars Supply, Inc	Fuses & Light	62.98
Bomgaars Supply, Inc	Tube	19.56
Bomgaars Supply, Inc	Safety Earmuffs	-2.50
Bomgaars Supply, Inc	Safety Earmuffs	16.17
Bomgaars Supply, Inc	Brushes & Hyd Fluid	102.96
Bomgaars Supply, Inc	Anchors	44.83
Bomgaars Supply, Inc	Sprinklers & Tools	61.58
Bomgaars Supply, Inc	Lights	179.97
Central Bank	IA League of Cities Conf 2015- Patrick	58.33
Central Bank	IA League of Cities Conf 2015- Kruse	58.33
Century Link	June 2015 Phone Service	186.80
City of Storm Lake	Health Ins Allocations Jul2015	4,732.44
Edwards Storm Lake	Windshield Repairs	398.35
Evertex Inc	Phone Service- July 2015	118.75
Evertex Inc	Phone Service- June 2015	118.95
Fastenal Company	Supplies	12.57
Fastenal Company	Ladder	384.06
Foundation Analytical Laboratory Inc	Testing	172.00
Foundation Analytical Laboratory Inc	Testing	1,020.00
Grainger Inc W.W.	Supplies	34.55
Grainger Inc W.W.	Tools	34.05
H-O-H Water Technology, Inc	Polymer	3,507.90
Hach Chemical Company	Sensor Cap	149.89
Hach Chemical Company	Bearing	147.00
Iowa Office Supply Inc	Copier Maintenance Agreement	18.44
Joyce's Greenery	WWTP Decoration Services	2,273.00
Larson Oil & Distributing Co, Inc	Move Propane Tank	30.00
Larson Oil & Distributing Co, Inc	Credit of 300 Gal	-435.00
MidAmerican Energy Company	Electric Service Apr/May 2015	8,395.94
Mike's Electronics Inc	Power Flex, Install	9,051.50
NCL of Wisconsin Inc	Testing Supplies	275.80
Principal Life Ins Co	Insurance Premium July 2015	316.28
Principal Life Ins Co	Insurance Premium October 2014	463.02
Recycle Center Harold Rowley	Recycling	20.70
Recycle Center Harold Rowley	Recycling	30.82
Recycle Center Harold Rowley	Recycling	20.70
Reinert Michael P	Material & Fabrication	854.00
Road Machinery & Supplies	Edge	364.94
Stanton Electric, Inc	Conduit	49.50
Storm Lake Times The	June 2015 WasteWater Plant Operator Advertising	475.36
USA Blue Book	Danger Sign- No Tax	173.97
USA Blue Book	Danger Sign- No Tax	209.08
USA Blue Book	Danger Sign & Handle- No Tax	365.97
Veenstra & Kimm, Inc	WWTP HVAC Analysis through 6/20/2015	812.40
Veenstra & Kimm, Inc	WWTP HVAC Design Services through 6/20/2015	600.00
Wal Mart #01-1526	Lifevests, Cleaners, & Supplies	184.14

Wastewater Treatment Plant

Department Total = 36,495.08

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Wastewater Collection

City of Storm Lake	Health Ins Allocations Jul2015	1,415.53
Piper Jaffray Inc	Dissemination Agen Services 2014	1,000.00
Principal Life Ins Co	Insurance Premium October 2014	159.33
Principal Life Ins Co	Insurance Premium July 2015	165.66
Underground Location Company	Locates	64.10
Veenstra & Kimm, Inc	Construction Staking through 6/20/2015	998.80
Veenstra & Kimm, Inc	Construction Staking through 6/20/2015	133.17
Veenstra & Kimm, Inc	Construction Staking through 6/20/2015	199.76
Veenstra & Kimm, Inc	Construction Admin through 6/20/2015	1,021.33
Veenstra & Kimm, Inc	Construction Admin through 6/20/2015	680.89
Veenstra & Kimm, Inc	Construction Admin through 6/20/2015	5,106.68
Veenstra & Kimm, Inc	Construction Observation through 6/20/2015	14,774.04
Veenstra & Kimm, Inc	Construction Observation through 6/20/2015	1,969.87
Veenstra & Kimm, Inc	Construction Observation through 6/20/2015	2,954.81

Wastewater Collection

Department Total = 30,643.97

Landfill

City of Storm Lake	Health Ins Allocations Jul2015	469.58
CivicPlus	Web Page Annual Renewal	812.29
Iowa Office Supply Inc	Copier Maintenance Agreement	50.68
La Prensa LLC	Advertising	210.00
NW Iowa Planning & Development Commission	FY2016 Membership Dues	1,192.50
Principal Life Ins Co	Insurance Premium July 2015	20.68
Principal Life Ins Co	Insurance Premium October 2014	20.10
Qualified Presort Service, LLC	Past Due Notices	80.72
Reserve Account	Postage June 30, 2015	5.39

Landfill

Department Total = 2,861.94

Storm Water Administration

City of Storm Lake	Health Ins Allocations Jul2015	753.83
CivicPlus	Web Page Annual Renewal	812.28
Iowa Office Supply Inc	Copier Maintenance Agreement	50.68
Principal Life Ins Co	Insurance Premium October 2014	28.22
Principal Life Ins Co	Insurance Premium July 2015	28.98
Qualified Presort Service, LLC	Past Due Notices	80.73

Storm Water Administration

Department Total = 1,754.72

Storm Water Collection

Bomgaars Supply, Inc	Rain Coat	59.99
Buena Vista Co Recorder	June 2015 Easement Recordings	84.00
City of Storm Lake	Health Ins Allocations Jul2015	660.57
Co-Trustees of Harlan H. Gutz Trust Audry M. & Will	NC SW Easement	2,750.00
Co-Trustees of Harlan H. Gutz Trust Audry M. & Will	NC SW Crop Damages	1,750.00
Foundation Analytical Laboratory Inc	Testing	520.00
Mason Chad	Paver Installation Training- Wisconsin- Mason	86.00
Nebitt Michael	Paver Installation Training- Wisconsin- Nebitt	131.50
OMG Midwest, Inc	Concrete	171.00
Principal Life Ins Co	Insurance Premium July 2015	22.76
Principal Life Ins Co	Insurance Premium October 2014	21.93
Storm Lake Times The	June 2015 Advertising	18.00
Storm Lake Times The	June 2015 Advertising	12.60

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Storm Water Collection

Department Total = 6,288.35

Street Cleaning

City of Storm Lake Health Ins Allocations Jul2015 470.13

Street Cleaning

Department Total = 470.13

Insurance

Auxiant - Claims Account	6/22/2015 Claims	1,581.18
Auxiant - Claims Account	6/15/2015 Claims	3,047.94
Auxiant - Fixed Account	July 2015 Insurance Premium	17,054.17
Auxiant - Flex Account	6/10/2015 Flex Claims	519.33
Auxiant - Flex Account	6/17/2015 Flex	640.04
Auxiant - Flex Account	6/24/2015 Flex Claims	1,527.33

Insurance

Department Total = 24,369.99

Vehicle Maintenance

Bomgaars Supply, Inc	Supplies	7.65
Fastenal Company	Supplies	50.48
Fastenal Company	Supplies	5.99
Fastenal Company	Supplies	55.45
Force America Distributing, LLC	Valve- Less Tax	81.07
Rasmussen's	New Police Sedan	29,795.00
Storm Lake Hydraulics Co Inc	Shop Supplies	267.16
Storm Lake Hydraulics Co Inc	Shop Supplies Returned	-50.01

Vehicle Maintenance

Department Total = 30,212.79

Technology

Bolton & Menk, Inc	Final Design & Bidding through 6/16/2015	294.00
Chicago Central & Pacific	June 2015 RR Permit for Fiber Project	750.00
Chicago Central & Pacific	June 2015 RR Permit for Fiber Project	750.00
Pictometry International Corporation	Imagery Flight FY 2015	4,000.00
Vast Broadband	Internet Service June 2015	750.00
Vast Broadband	Internet Service May 2015	750.00
Vast Broadband	Internet Service April 2015	750.00

Technology

Department Total = 8,044.00

Grand Total = 764,281.11

King's Pointe Resort
Disbursements 6/10/2015 through 6/30/2015

Vendor Name	Description	Amount
ACCO (2)	supplies	1343.40
Ace Hardware Inc. (4)	supplies	220.79
American Red Cross National	supplies	633.00
Ameripride Services (3)	supplies	1,596.53
American Red Cross Siouxland	supplies	633.00
Bomgaars Supply Inc. (2)	supplies	4,499.72
Booking.com	commission	277.05
Capital Sanitary Supply Co.	supplies	521.54
Cedar Valley Bank & Trust	payment	1,056.86
Citadel Communications Co - KCAU	advertising	1,300.00
Color-ize (5)	supplies	3,179.41
Comm 1st Broadcasting KKIA/KAYL (2)	advertising	570.00
Convergence LLC	supplies	200.00
Copper Cottage (2)	supplies	827.44
Crescent Electric Supply Co.	supplies	677.49
Dippin Dots Inc.	supplies	1,099.28
Expedia Inc.	commission	830.52
Ferguson Enterprises, Inc. (3)	supplies	490.41
First National Bank - Omaha (2)	credit card payments	793.43
Garbage Hauling Service	garbage service	343.80
Pitney Bowes Global Financial	postage	151.98
Graphic Edge Inc.	supplies	107.88
Hawk-I Electric Inc.	service	250.58
Hy-Vee Food Stores (3)	food	438.21
Midamerican Energy Company (2)	utilities	17,572.10
Iowa Office Supply, Inc. (2)	supplies	180.00
J Dan Skinner.com, Inc.	supplies	13.25
Joyce's Greenhouse	supplies	4,017.04
Julius Cleaners (2)	cleaning	65.40
KCCI-TV	advertising	6,570.00
KDSN AM/FM	advertising	186.00
Kineth Hotel Corporation	payroll/mgt. fee/employee benefits	95,051.82
Lakeshore Canvas & Leather	supplies	720.00
McCrea Enterprises/Vista Paint	supplies	165.42
Media USA Advertising Inc.	advertising	680.00
Melanders Appliance	supplies	350.00
Brian Oakleaf	reimbursement	624.00
Olsen Welding & Machine shop	supplies	75.00
Orkin Exterminating Inc	pest control	209.05
Otis Elevator Company	supplies	1,540.20
Pepsi-Cola Bottling Co. (3)	beverages	4,424.99
Pilot Tribune	advertising	628.88
Plasticard Locktech Int'l	supplies	530.00
Precision Dynamics Corp (2)	supplies	822.13
Rebnord Technologies Inc.	tech support	2,258.33
Red Book Solutions	supplies	51.37
Rent-All Inc. (2)	rentals	176.00
Sac Sun	supplies	199.20
Saga Communications - KICD	advertising	400.00
Sceptre Hospitality Resources	supplies	836.95
Continuum Retail Energy Service	utilities	9,676.05
Storm Lake Times (2)	advertising	856.86
Sysco Guest Supply LLC (2)	supplies	1,565.71
Treasurer State of Iowa (2)	sales tax	21,000.00
UPS (2)	shipping	134.97
US Foods (3)	food	34,493.82
Vast Broadband	cable/phone	2,625.36
Vizergy	web site maintenance	2,060.00
Al's Liquor (2)	beverages	1,926.28
Doll Distributing LLC (3)	beverages	3,785.66
Glazer's Distributors	beverages	472.20
Johnson Brothers/ Iowa Wine & Bev (2)	beverages	1,731.60
Steve's Window Service	window cleaning	214.00
Storm Lake Chamber & Area	reimbursement	8,756.88
Treasurer BV County	supplies	303.75
Wal-Mart	supplies	232.81
Western Iowa Tourism Region	advertising	25.00
Total		250,250.40

Sunrise Pointe Golf Course
Disbursements 6/10/2015 through 6/30/2015

MidAmerican Energy Company	utilities	888.28
Julius Cleaners	mat cleaning	4.80
Kineth Hotel Corporation	payroll	4,009.59
McCrea Enterprises	supplies	57.65
Pepsi-Cola Bottling Co. (2)	supplies	411.84
Alliant Energy	utilities	68.79
US Foods Inc (3)	food	572.58
Vast Broadband	cable/phone	117.43
Wede's Lock Service	supplies	45.00
Al's Liquor	beverages	402.50
Doll Distributing (2)	beverages	1,523.65
Guest Refund/Advance Deposits	refunds	200.00
Johnson Brothers/Iowa Wine & Bev	beverages	754.50
Totals		9,056.61

These are Draft Minutes Subject to Final Council Approval

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, JUNE 15, 2015 5:00 P.M.

Present: Mayor Jon Kruse, Council Members Dan Anderson, Sara Huddleston, Mike Porsch, and Bruce Engelmann. Absent: David Walker. Staff present: City Manager Jim Patrick, City Attorney Phil Havens, Public Safety Director Mark Prosser, Building Official Scott Olesen, Fire Chief Mike Jones, Infrastructure Superintendent Pat Kelly, Project Manager/Community Development Director Mike Wilson, Library Director Elizabeth Huff, Water Plant Superintendent Todd Allen, Wastewater Superintendent Ron Jacobsen, Finance Department Manager Jennifer Movall, and Justin Yarosevich City Clerk.

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 included the list of bills, minutes from the June 1, 2015 council meeting, liquor license renewal for Pizza Hut and HyVee, native wine permit for Kristi's Kandies & Heirlooms, six month liquor license for LaPerla, 5-day liquor license for the Buddhist Temple effective July 3, 2015, cigarette permit for Sichanh Asian Food Market, easement with Jeff Hultgren for the North Central Storm Water Project, noise variance for United Methodist Church on August 30, 2015 from 8:00am until 12:00pm at Chautauqua Park Shelter House, noise variance for the Buddhist Temple on July 3, 2015 from 3:00pm until 11:00PM and on July 4, 2015 from 1:00pm until 1:00am, and a noise variance for Relay for Life on June 26, 2015 from 5:00pm until 11:00pm at the Storm Lake High School Football Stadium. Seconded by Council Member Anderson. Vote: All ayes with Council Member Walker absent. Motion carried.

Alliant Energy Report – Rebecca Geisel from Alliant Energy was present to present an update on what Alliant Energy has done in the Storm Lake Community over the past year.

Storm Lake United Council Presentation – Gary Lalone and Kristi Davis with Storm Lake United were present to update the council about what they are doing in the community.

HWY 7 Widening Project – Moved by Council Member Huddleston to adopt Resolution No. 153-R-2014-2015 approving the contract with Blacktop Services for the Widening and Resurfacing of Highway 7 Northwestern Drive to Barton Street Project. Amount of contract \$996,780.54. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Walker absent. Motion carried.

Budget Amendment – Mayor Kruse opened the public hearing on the Fiscal Year 2015

Budget Amendment stating that this was the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Moved by Council Member Anderson to adopt Resolution No. 154-R-2014-2015 adopting the Fiscal Year 2014-2015 budget amendment. Seconded by Council Member Porsch. Vote: All ayes with Council Member Walker absent. Motion carried.

GO Capital Loan Notes – Mayor Kruse opened the public hearing on the issuance of not to exceed \$1,500,000 General Obligation Capital Loan Notes stating that this was the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Moved by Council Member Anderson to adopt Resolution No. 155-R-2014-2015 instituting proceedings to take additional action for the issuance of not to exceed \$1,500,000 General Obligation Capital Loan Notes. Seconded by Council Member Anderson. Vote: All ayes with Council Member Walker absent. Motion carried.

Council Member Huddleston left the meeting at 5:27pm

Council Member Huddleston returned to the meeting at 5:29PM

Water Treatment Plant Improvements – Moved by Council Member Engelmann to adopt Resolution No. 156-R-2014-2015 approving change order #2 to the Water Treatment Facility Improvements an addition of \$10,982.45 to the contract. Total contract cost after change order #2 is \$843,470.45. Seconded by Council Member Porsch. Vote: All ayes with Council Member Walker absent. Motion carried.

Sidewalk Ordinance – Moved by Council Member Porsch to pass on 3rd Reading Ordinance No. 09-O-2014-2015 Amending Chapter 10-1 “Sidewalk Regulations”. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Walker absent. Motion carried.

ORDINANCE NO. 09-O-2014-2015

ORDINANCE AMENDING CHAPTER 10-1 OF TITLE X OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TITLED “SIDEWALK REGULATIONS,” TO STREAMLINE AND CLARIFY THE CITY’S PROCEDURES REGARDING THE CONSTRUCTION, REPAIR, AND REPLACEMENT OF SIDEWALKS AND THE ENFORCEMENT THEREOF THROUGH THE ASSESSMENT OF SPECIAL TAXES

WHEREAS, the City Council of the City of Storm Lake, Iowa, has determined that Chapter 10-1 of Title X of the City Code of the City of Storm Lake, Iowa should be amended to streamline and clarify the City’s procedures regarding the construction, repair, and replacement of sidewalks and the enforcement thereof through the assessment of special taxes.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Storm Lake, Iowa, that Chapter 10-1 of Title X of the City Code of the City of Storm Lake, Iowa, is hereby amended as follows:

1. Section 10-1-5, captioned, "Payment Of Costs," is deleted and, in lieu thereof, the following new Section 10-1-5, captioned "Payment Of Costs," is inserted:

10-1-5 Payments Of Costs

The cost of the work done under such contracts as provided in Section 10-1-4 shall be paid to the contractor out of City funds and the Council shall levy and assess the whole amount of such expense, including that of advertisement, and all expenses incidental to the work upon the several lots or pieces of lands and owners thereof, in front of, alongside, or across which said sidewalk shall have been constructed, apportioning the same among the several lots and owners thereof in proportion to the number of feet of each lot in front of, along, or across which said sidewalk shall have been laid; and the amount so apportioned to each lot and the owner thereof shall constitute a special tax against such lots and owners, and the same with all interests, penalties and costs accruing thereon, including but not limited to the cost of the City's sidewalk repair permit fee, shall be a lien upon the lot, lots or piece of land until paid, and the same shall by resolution be certified to the County Auditor for collection along with other City taxes.

When the City assesses the cost of constructing a sidewalk across the property where no sidewalk has previously existed, the property owner may elect to make the payments in equal payments over a period of not more than four years plus interest at the rate of five percent.

2. Section 10-1-11, captioned, "Appeal Of Notice To Repair Or Notice of Assessment," is deleted and, in lieu thereof, the following new Section 10-1-11, captioned "Appeal Of Notice To Repair Or Notice of Assessment," is inserted:

Section 10-1-11 Appeal Of Notice To Repair Or Notice of Assessment

Any property owner desiring to appeal a notice requiring the property owner to install and repair or replace sidewalk adjacent to or adjoining the owner's property must file a notice of appeal with the City Clerk within fifteen (15) days of the date on which the Code Enforcement Officer or such officer's designee mailed the notice to the property owner by certified mail. The appeal shall be heard at the earliest possible date thereafter by three members of the City staff designated by the City Manager. In no case shall the appeal be heard by the City staff member who made the original inspection and determined the necessity of repairs.

The three City staff members hearing the appeal shall affirm, reverse, or modify the decision of the Code Enforcement Officer or his designee to order the property owner to repair or replace sidewalk. If the City makes the repairs required upon failure of the property owner to do so and thereafter gives notice to the property owner of an assessment against the property for the cost of the repairs and for such other costs as may be assessed under this Chapter 10-1, and the property owner desires to appeal from that notice of assessment, the property owner shall file a notice of appeal with the City Clerk within fifteen (15) days of the date on which notice of the assessment was mailed to the property owner by certified mail. The appeal of the assessment shall be heard at the next regular city council meeting following the receipt of the notice of appeal by the City Clerk, provided the City Clerk's receipt of the appeal notice is three or more days before that regular council meeting; otherwise, at the second regular council meeting following the receipt by the Clerk of the notice of appeal. At the conclusion of the hearing on that property owner's appeal, the City Council shall affirm, reverse, or modify the original assessment order.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED this 15th day of June, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Rental Ordinance – Moved by Council Member Porsch to pass on 3rd reading Ordinance No. 10-O-2014-2015 Amending Chapter 5-8 “Housing Code”. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Walker absent. Motion carried.

ORDINANCE NO. 10-O-2014-2015

ORDINANCE AMENDING CHAPTER 5-8 OF TITLE V OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TITLED “HOUSING CODE,” TO DEFINE “RESIDENTIAL UNIT HELD OUT FOR RENTAL TO THE PUBLIC”

WHEREAS, the City Council of the City of Storm Lake, Iowa, has determined that Chapter 5-8 of Title V of the City Code of the City of Storm Lake, Iowa should be

amended to define “residential unit held out for rental to the public;” a term used in such section, to clarify to whom such section is applicable.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Storm Lake, Iowa, that Chapter 5-8 of Title V of the City Code of the City of Storm Lake, Iowa, is hereby amended as follows:

Section 5-8-9, captioned, “Registration; Registration Fees,” is amended by inserting beneath the caption and at the beginning of the body of such section the following:

For purposes of this Section 5-8-9, a “residential unit held out for rental to the public” shall mean any residential living space in which a person who is not an owner of such space resides and for which any owner of such space derives cash rent or some other financial benefit in consideration of the non-owner occupant’s residence in such space; provided, however, that none of the following shall be considered a residential unit held out for rental to the public:

1) A living space owned by an employer who either provides such space to the employer’s bona fide employee as a part of the employee’s compensation or requires such employee to live in such space as a condition of employment, provided, in either such case, a) the employer receives no cash rent for such living space, and b) neither the employee nor anyone acting on behalf of the employee makes or bears the cost of:

i) any improvement to the structure that comprises or includes such living space, or

ii) any improvement, other than a fence, to the real estate on which such structure is situated

that requires the issuance of a building permit pursuant to any ordinance of the City of Storm Lake, Iowa;

2) A living space occupied exclusively by an owner of such space and persons within the third degree of consanguinity or affinity to an owner of such space;

3) A living space in a college or university dormitory;

4) A living space in a facility required by law or regulation to be inspected by the state fire marshal;

5) A living space in a state-licensed residential facility; and

6) A room, suite, or living space in any hotel, motel, inn, bed-and-breakfast, or other establishment that is required by law, regulation, or ordinance to collect the Storm Lake, Iowa hotel/motel tax.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED this 15th day of June, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Housing Rehabilitation – Moved by Council Member Anderson to adopt Resolution No. 157-R-2014-2015 awarding the bid and approving the contract with K & M Construction for the Housing Rehabilitation Project #2014-3. Contract amount \$26,699.78. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Walker absent. Motion carried.

Moved by Council Member Engelmann to adopt Resolution No. 158-R-2014-2015 approving change order #1 a deduction of \$1,653.00 to the contract with K & M Construction for the Housing Rehabilitation Project #2014-3. Contract amount after change order #1 is \$25,046.48. Seconded by Council Member Porsch. Vote: All ayes with Council Member Walker absent. Motion carried.

FAA Grant – Moved by Council Member Porsch to authorize approval and acceptance of a Federal Aviation Administration (FAA) grant for the completion of an Airport Layout Plan. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Walker absent. Motion carried.

Fee Resolution - Moved by Council Member Anderson to adopt Resolution No. 159-R-2014-2015 updating the fee resolution by the addition of fees charged at the Public Library. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Walker absent. Motion carried.

North Central Storm Water Project – Moved by Council Member Engelmann to adopt Resolution No. 160-R-2014-2015 approving Change Order #1 a deduction of \$112,297.25 to the contract for the North Central Storm Water Project. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Walker absent. Motion carried.

Adjournment – Moved by Council Member Porsch to adjourn the meeting at 5:42.
Seconded by Council Member Huddleston. Vote: All ayes with Council Member
Walker absent. Motion carried.

Jon F. Kruse, Mayor

ATTEST: Justin Yarosevich, City Clerk

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: JUNE 30, 2015

REFERENCE: LIQUOR LICENSE RENEWAL
MIDTOWN PRONTO
1100 E 5TH ST

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

	6-25-2013 to 06-24-2014	6-25-2014 to 06-28-2015
INCIDENTS		
Accident	2	3
Animal Call	2	0
Bad Check	0	2
Business Assist	2	0
Business Security	22	15
City Code Enforcement	1	1
Criminal Mischief	0	1
Drug Investigation	1	2
Forgery	0	1
General Information	0	1
Harassment	1	1
Hit and Run	0	1
Intoxicated Driver	1	1
Intoxicated Pedestrian	1	0
K9 Vehicle Search	1	0
Keys Locked In Car	6	4
Law Department Assist	2	2
Motorist Assist	1	0
Noise Complaint	0	2
Pedestrian Stop	0	2
PR/Talk/Presentation	3	2
Scam	1	0
Station Assignment	1	4
Street Beat	13	12
Subpoena Service	0	4

Suspicious Vehicle	1	0
Theft	4	2
Threat	0	1
Vehicle Stop	32	24
Warrant Service	1	0
Welfare Check	1	1

ARRESTS

Habitual Vioaltor	1	0
Public Intoxication	1	0
Sell/Supply Tobacco to Minor	1	0

Recommendation: Approval of liquor license.

Staff Summary

7/6/2015

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: Mark Prosser, Public Safety Director

SUBJECT: **Motion Approving A Noise Variance For The Bridge Of Storm Lake**

BACKGROUND: The Bridge of Storm Lake has submitted a request for a Noise Variance on Friday, July 17, 2015 between the hours of 3:00pm and 9:00pm for amplified music and speech in Sunset Park. The Variance is in conjunction with the Bridge's Girl's Camp Festival.

(See Attached Park Reservation Form)

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

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
Application and Permit	Permit

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

City of Storm Lake Park Event / Rental Registration Application

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

Name of Requesting Party: The Bridge of Storm Lake Phone #: 712-213-0195
Mailing Address: 529 Seneca St. Email: office@thebridgeofstormlake.com
City: Storm Lake State: IA Zip: 50580
Cell Phone: 712-310-2219
2nd Contact: Hannah Zimmerman Position/Relationship: Admin. Assistant
Email: hannah@thebridgeofstormlake.com Cell Phone: 712-310-2219

Requested Park: Sunset Park & Bandshell Event Date: 7/17/2015
Event Type: Girls' Camp Festival Event Start Time: 3:00pm
Event End Time: 9:00pm

Please answer the following questions regarding your proposed events:

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

Will you have horses involved in the event? (All animal feces must be managed and removed from public property) ☐

Will you be selling food or drink as part of event? (Sale of food requires a permit from the BV County Sanitarian 712-749-2555, please provide a copy of this permit to the City. You may be required to have a solicitor license.) ☒

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

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

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

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

Do you have electrical needs? ☒ Identify: Sound system will need power - Speakers will be used

Will there be alcohol at the event? ☐ Will alcohol be sold at the event? ☐ Do you have a liquor license? ☐

Will you have inflatables at the event? If yes you will be required to provide liability insurance to the City. ☐

Are you requesting Street closures? ☒ Which Streets?

Starting Time: Ending Time:

Will there be fireworks involved with this event? If Yes please contact the Fire Chief at 712-732-8010. ☒

Are you requesting security services provided by Storm Lake Public Safety? SLPS may require security services. ☐

Signature Field: Hannah Zimmerman Date: 6/29/2015



Print Form

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

Name: Hannah Zimmerman
Address: 529 Seneca St. Phone Number: 712-213-0195
City: Storm Lake Cell Phone: 712-310-2219
State: IA Zip: 50580 E-mail Address: hannah@thebridgeofstormlake.com

☐ Great Lawn Area

Rental Date:

\$200.00 Rental
(per slot)

Plus \$150.00 Deposit

☒ Band Shell

Rental Date:

\$25.00 Rental
(per slot)

Plus \$50.00 Deposit

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

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

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

Renter
Signature:

Hannah Zimmerman

Date:

6/29/15**This Section - City of Storm Lake Use Only**

Payment Rec'd Date:

6-29-15

Rental Taken By:

NK

Payment Method

Deposit Payment Method

☒ Cash

Receipt #:

☒ Cash☐ Check

Check #:

☒ Check

Check #:

☐ Credit Card

Card Type:

☒ Returned

Date:

Administrative Checklist

☒ Put on Rental Calendar☒ Put on Web Calendar☒ Parks Dept. Notified



**Public Safety
Police & Fire
PERMIT**

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

Event: The Bridge - Girl's Camp Festival

Issued To:

Name: Hannah Zimmerman

Organization: The Bridge of Storm Lake

Address: 529 Seneca Street, Storm Lake, Iowa 50588

Phone: 712-310-2219 - C

Date(s) of Event: Friday, 7-17-2015

Time(s) of Event: 3:00pm until 9:00pm

Expiration of Permit: 7-18-2015

Location / Area
of Use:

Sunset Park

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(12A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Mark A. Prosser

Date: 7-7-2015

Signature:

Please Print

Title: Public Safety Director

Staff Summary

7/6/2015

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: Sue Vossberg, Deputy 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:

	Total Expenses	Calculated Expenses	Local	%	BV Co	%	Non Local	%
City	\$764,281.11	\$318,319.59	\$146,872.60	46	\$4,291.62	1	\$167,155.37	53
King's Pointe	\$250,250.40	\$143,717.70	\$41,913.31	29.16	\$303.75	.21	\$101,500.64	70.63
Golf Course	\$9,056.61	\$4,847.02	\$1,584.45	33			\$4,847.02	67

RECOMMENDATION: Review Buy Local Information

Staff Summary

7/6/2015
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: Mark Prosser, Public Safety Director

SUBJECT: **Resolution No. 01-R-2015-2016 Authorizing Street Closure, Noise Variance Street Vending For The 2015 SLHS Music Department "Beach Party"**

BACKGROUND: Attached to this summary is a written request from Jeff Tollefson submitting a series of requests in connection with the 2015 SLHS Music Department "Beach Party" scheduled for Thursday, September 3, 2015 between the hours of 5:00pm and 8:00pm.

The specific requests are as follows:

*The 600 block of Lake Avenue to be closed to establish the venue on 9-3-2015 between the hours of 4:00pm until 9:00pm for set up, the event and clean up

* A Noise Variance to be issued for the venue between the hours of 5:00pm and 8:00pm for amplified entertainment

*Permission for food/street vending within the venue

The request is consistent with previous years.

I will issue a Variance upon an affirmative consensus by the City Council.

FISCAL IMPACT: There is no negative fiscal impact to the City.

The Beach Party is a fund raising event for the SLHS Music Department.

RECOMMENDATION: Pass Resolution No. 01-R-2014-2015

ATTACHMENTS:

Description	Type
Resolution No. 01-R-2015-2016	Resolution
Beach Party Letter & permit	Contract

RESOLUTION NO. 01-R-2015-2016

**A RESOLUTION APPROVING REQUESTS FOR THE 2015 STORM LAKE
MUSIC DEPARTMENT BEACH PARTY**

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

To approve the closure of the 600 block of Lake Avenue (5th Street to 6th Street) on
Thursday, September 3, 2015 between the hours of 5:00pm and 9:00pm.

To further approve a noise variance in the venue on Thursday September 3, 2015
between the hours of 5:00pm and 8:00pm.

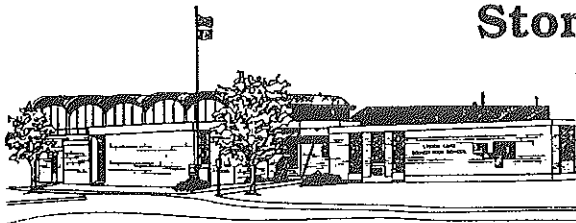
To further give permission for food and vending sales within the venue.

PASSED AND APPROVED this 6th day of July, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk



Storm Lake Senior High School

An Iowa F.I.N.E. School - First In the Nation in Education

P.O. Box 638
621 Tornado Drive
Storm Lake, Iowa 50588
PHONE 712.732.8065 FAX 712.732.8068

BEAU RULEAUX
Principal

JEFF TOLLEFSON
Assistant Principal

TY SEAMAN
Activities Director

6-11-15

To: Chief Mark Prosser, S.L.P.D.

From: Jeff Tollefson, Asst. Principal S.L.H.S.

Re: Beach Party 2015

Dear Chief Prosser,

The purpose of this letter is to request the closure of the 600th block of Lake Avenue for the Storm Lake High School Music Department's annual "Beach Party." The date and time of this event would be September 3, 2015 from 4:00 pm to 9:00 pm. Included in this permit the Music Department is requesting a noise variance from 5:00 pm – 8:00 pm and a street vending permit. If you have questions please feel free to contact Joanne Tucker or myself, thank you.

Sincerely,

Jeff Tollefson
Asst. Principal S.L.H.S.



**Public Safety
Police & Fire
PERMIT**

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

Event: 2015 SLHS Music Department Beach Party

Issued To:

Name: Jeff Tollefson

Organization: Asst. Principal @ SLHS

Address: 621 Tornado Drive, Storm Lake, Iowa 50588

Phone: 712-732-8065

Date(s) of Event: Thursday, 9-3-2015

Time(s) of Event: 5:00pm until 8:00pm

Expiration of Permit: 9-4-2015

Location / Area
of Use:

600 block of Lake Avenue

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by:

Mark A. Prosser

Date:

7-7-2015

Please Print

Signature:

Title:

Public Safety Director

Staff Summary

7/6/2015
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: Mark Prosser, Public Safety Director

SUBJECT: **Resolution No. 02-R-2015-2016 Approving Requests Associated With The 2015 Kiwanis Triathlon**

BACKGROUND: Attached to this summary is a written request submitted by Curt Reis for a series of considerations by the City Council associated with the 2015 Kiwanis Sprint Triathlon. The event is scheduled to take place on Saturday, August 15, 2015 at 8:00am.

The specific Requests are as follows:

*Permission to use Awaysis Park and Beach and the Gazebos between the hours of 4:00am and 12:00pm on the day of the event

*Permission to close the West Awaysis Parking Lot on the day of the event between the hours of 4:00am and 12:00pm

*Appropriate event permit to be issued by the Police Department

*Noise Variance to be issued for the event venue between the hours of 7:00am and 12:00pm for amplified announcements

*Appropriate support from the Parks and Police Departments

The submitted route for the event is identical to previous years.

An Insurance certificate is attached to this summary.

FISCAL IMPACT: The Parks and Police Departments will expend staff time and overtime for this event which will be absorbed in the normal operational budgets.

This event is a fund raiser for the Hy-Noon Kiwanis Club as part of their international service project known as "EliMiNaTe" which is designed to elimiate maternal/neonatal tetanus conditions.

RECOMMENDATION: Pass Resolution No. 02-R-2015-2016

ATTACHMENTS:

Description		Type
	Letter and Permits	Letter
	Resolution No. 02-R-2015-2016	Resolution

June 3, 2015

City of Storm Lake &
Park Board of Storm Lake
c/o City Clerk
City Hall
620 Erie Street
Storm Lake, IA 50588

RE: Kiwanis Sprint Triathlon
Request for Noise Variance, Fencing/Street Blockage, Use of Awaysis Park/Parking Lot
Date of Events: Saturday, August 15, 2015

Dear Ladies and Gentlemen:

This concerns the Kiwanis Sprint Triathlon events to be held on Saturday, August 15, 2015. The Hy-Noon Kiwanis of Storm Lake will be hosting the 4th Annual "Storm the Lake" Kiwanis Sprint Triathlon. Proceeds from this event will go to Kiwanis and used to meet the Club's commitment to the Kiwanis International World Wide Service project "EliMiNaTe" to virtually eliminate Maternal/Neonatal Tetanus.

The event will take place in Awaysis Park/parking lot, Sunrise Park, and various streets. We are requesting your permission to conduct these activities.

August 15, 2015:

General Description: On Saturday, August 15, 2015 we are planning the following activities in Awaysis Park / Sunrise park:

1. Sprint Triathlon consisting of an 800 meter swim, 12.63 mile bicycle ride and a 3.1 mile run

The days activities will start with an 800 meter swim using the Awaysis Beach area and the adjacent bay. The participants will transition to bicycles in the west ½ of the nearby parking lot, exiting the center drive and proceeding east to the City limits turning south on the Lakeside blacktop. Participants will re-enter city limits on Highway 110 on the West side of the lake and travel city streets including Highway 110, Marina Road,, West 5th Street, Grand Avenue and Lakeshore Drive returning to the Awaysis parking lot.

Participants will again transition to running and proceed south along Sunrise Park utilizing the Lake Trail to the Lakeside City limits. Runners will proceed to a turn around point near the outlet dam in Lakeside returning to Storm Lake and the Awaysis parking.

There will registration and timer tents set up in the Awaysis parking as well as bike racks and timing equipment.

Parking Closures: We request that you permit us (the Hy-Noon Kiwanis) to close off the west ½ of the Awaysis parking, including the center driveway, Awaysis Park and the Awaysis Beach. We would also request use of the Gazebo's in Awaysis Park for overflow administrative activities. This area would need to be closed from 4:00 am to 12:00 pm.

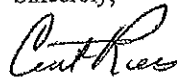
Street usage: We would also request that the Hy-Noon Kiwanis be allowed use of the streets named above. We would also request that, with assistance from the Storm Lake Police Department, we be allowed to control traffic to facilitate safe passage of bicyclists.

Noise Variance: We request that you allow us (Hy-Noon Kiwanis) a variance to the noise ordinance. Race announcements will be made through out the event. The variance would be in effect from 7:00 am to 12:00 pm.

A certificate of liability insurance will be provided naming the City of Storm Lake as insured for \$1,000,000 of coverage.

Thank you for your continued cooperation and support of Storm Lake Kiwanis. We look for continued growth and success of the events. Thank you for your attention to this matter.

Sincerely,



Curt Reis
Safety Committee Chair
Hy-Noon Kiwanis

Triathlon Coordinators:

Duane Queen
804 Kelvin Road
Storm Lake, IA
732-4286

Clark Fort
732-3747

cc: Mark Prosser (Storm Lake Police)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/8/2015

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

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

PRODUCER Hylant Group Inc-Indianapolis 301 Pennsylvania Parkway, #201 Indianapolis IN 46280	CONTACT NAME: Lisa Christenson
	PHONE (A/C, No, Ext): 317-817-5172 FAX (A/C, No): 317-817-5151
	E-MAIL: ADDRESS: kiwaniscert@hylant.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Lexington Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 922721664 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	Y		013136005	11/1/2014	11/1/2015	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 Liquor Liability \$1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			013136005	11/1/2014	11/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Aggregate \$3,000,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention			013136005	11/1/2014	11/1/2015	All Claims \$75,000

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

Certificate Holder is named as Additional Insured as respects to General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included):
08/14-08/15/2015 or any future date(s) during the policy term - Storm Lake Hy Noon Kiwanis Club Sprint Triathlon held at Storm Lake, IA

CERTIFICATE HOLDER

CANCELLATION

City of Storm Lake Attn: James Patrick 620 Erie Street Storm Lake IA 50588	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Judy K. Wilson</i>

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Mark Prosser

From: Jennifer McGee <Jennifer.McGee@Hylant.com>
Sent: Monday, June 08, 2015 8:31 AM
To: Mark Prosser
Subject: Storm Lake triathlon
Attachments: KIWAN01 STORM LAKE 2 0608.pdf

To Whom It May Concern:

I am sending the certificate for the triathlon sponsored by the Kiwanis Club. If you need further assistance, please let me know.

Thank you and have a great day.

Jennifer McGee – Commercial Lines Assistant
301 Pennsylvania Parkway, Ste. 201
Indianapolis, IN 46280
P 317-817-5133 | F 317-817-5151
E jennifer.mcgee@hylant.com

Nozsecure



For all the latest information on Health Care Reform, please visit our website at www.hylant.com

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Notice: The contents of this communication are privileged and confidential. If you are not the intended recipient of this transmission, you are hereby notified that distributing, copying, or disclosing this communication, or reliance on the contents thereof, are strictly prohibited. If you have received this communication in error, please notify the sender immediately, then destroy the original and all copies thereof.



**Public Safety
Police & Fire
PERMIT**

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

Event: 2015 Kiwanis Sprint Triathlon

Issued To:

Name: Rev. Duane Queen

Organization: Kiwanis Triathlon Committee

Address: 804 Kelvin Road, Storm Lake, Iowa 50588

Phone: 712-732-4286

Date(s) of Event: Saturday, 8-15-2015

Time(s) of Event: 8:00am

Expiration of Permit: 8-16-2015

Location / Area
of Use:

Lakeshore Drive, Radio Road, Highway 110, West 5th Street, Grand Avenue, Lakeshore Drive, Sunrise Park Road

Type of Permit

☐ Noise Variance (8-7-4)

☒ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Mark A. Prosser

Date: 7-7-2015

Signature:

Please Print

Title: Public Safety Director



**Public Safety
Police & Fire
PERMIT**

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

Event: 2015 Kiwanis Sprint Triathlon

Issued To:

Name: Rev. Duane Queen

Organization: Kiwanis Triathlon Committee

Address: 804 Kelvin Road, Storm Lake, Iowa 50588

Phone: 712-732-4286

Date(s) of Event: Saturday, 8-15-2015

Time(s) of Event: 7:00am - 12:00pm

Expiration of Permit: 8-16-2015

Location / Area
of Use:

Awaysis Park

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Mark A. Prosser

Date: 7-7-2015

Signature:

Please Print

Title: Public Safety Director

RESOLUTION NO. 02-R-2015-2016

A RESOLUTION APPROVING THE 2015 KIWANIS SPRINT TRIATHLON EVENT REQUESTS

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

To approve the use of Awaysis Park, and Beach on Saturday, August 15, 2015 between the hours of 4:00am and 12:00pm.

To further approve the use of the Awaysis East and West Pavilions on Saturday, August 15, 2015 between the hours of 4:00am and 12:00pm.

To further approve the closing of the west Awaysis Park parking lot on Saturday, August 15, 2015 between the hours of 4:00am and 12:00pm.

To further approve a noise variance on Saturday, August 15, 2015 for Awaysis Park between the hours of 7:00am until 12:00pm.

To further approve the appropriate permits and support from the parks, street and public safety departments.

PASSED AND APPROVED this 6th day of July, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

7/6/2015
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: Mark Prosser, Public Safety Director

SUBJECT: **Resolution No. 03-R-2015-2016 Approving Requests
Associated With The 2015 Kiwanis Car Show & Santa's
Castle Event**

BACKGROUND: Attached to this summary is a written request submitted by Curt Reis asking the City Council's consideration of a series of items associated with the 2015 Kiwanis Car Show and Santa's Castle Event scheduled for Sunday, September 6, 2015 in Chautauqua Park.

The specific requests are as follows:

- *Permission to use Chautauqua Park inclusive of the shelter house on the day of the event between the hours of 7:00am and 6:00pm

- *Permission to fence off the western half of Chautauqua Park to establish the car show venue with the City providing the fencing

- *Noise Variance to be issued between the hours of 8:00am and 5:00pm within the venue for outdoor amplified entertainment and engine demonstrations

- *Permission for food and craft vending within the venue

- *Permission for a petting zoo within the venue

- *Permission for inflatables within the venue

- *Chautauqua Park Drive to be closed from the Park's Building on Chautauqua Park Road west to Lakeshore Drive from 8:00am until 5:00pm

- *Appropriate support from the Parks and Police Departments

This request is identical to previous years and the event has run smooth.

An insurance certificate is attached to this summary for the Kiwanis Club.

FISCAL IMPACT:

The Parks and Police Departments will realize some staff time associated with this event all of which will be absorbed in their normal operational budget.

This event is designed as a fund raiser for the Kiwanis Club and Santa's Castle.

RECOMMENDATION:

Pass Resolution No. 03-R-2015-2016

ATTACHMENTS:

Description		Type
	Letter and Permit	Letter
	Resolution No. 03-R-2015-2016	Resolution

June 3, 2015

City of Storm Lake &
Park Board of Storm Lake
c/o City Clerk
City Hall
620 Erie Street
Storm Lake, IA 50588

RE: Kiwanis Car Show and Santa's Castle Events
Request for Noise Variance, Fencing/Street Blockage, Use of Chautauqua Park
Date of Events: Sunday, September 6, 2015

Dear Ladies and Gentlemen:

This concerns the Kiwanis Car Show and Santa's Castle events to be held on Sunday, September 6, 2015. The Hy-Noon Kiwanis of Storm Lake will be hosting the annual car show alongside Santa's Castle crafts and events. Proceeds from the car show will go to Kiwanis and used to support our commitment to youth recreation and education. Santa's Castle proceeds will go toward the benefit of the Castle.

As in the past, these events will take place in Chautauqua Park. We are requesting your permission to continue these activities in the park.

September 6, 2015:

General Description: On Sunday, September 6, 2015 we are planning the following activities in Chautauqua Park:

1. Auto Show hosted by the Hy-Noon Kiwanis
2. Events hosted by Santa's Castle

Our request is much the same as we requested last year. Our desire is to have a fence separating the east and west side of the park. The fence line would run immediately to the west of the shelter house and tennis courts. We would like to restrict entry into the west side of the park at the corner where Lakeshore Drive, Chautauqua Park Drive, and Cayuga Street meet. This is where show vehicles will enter the automobile show. Food and soda sales booths will be in the vicinity of the north and northeast side of the shelter house. Craft booths will be located to the east side of the shelter house.

The public will enter the auto show from the north side through the sidewalk just to the west of the shelter house as in past years. Automobiles for the auto show will enter on the west side of the park by turning onto Chautauqua Park Drive from Lakeshore Drive, as in past years. The east side of the park will be unrestricted to the public.

There will also be a DJ stand set up directly to the northwest of the tennis court area to play classic car music and make award announcements for the auto show. This will be within the confines of the fenced area.

Fence Permit: We request that you permit us (the Hy-Noon Kiwanis) to fence off Chautauqua Park in the same manner as past years. We request that Chautauqua Park Drive be blocked at its entrance from Cayuga Street to the point south of the city maintenance garage. This street would need to be blocked from 8:00 am to 5:00 pm.

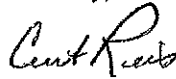
Request for Fencing: Please provide us with the fencing to block off the area requested for our activities. Our organization will be responsible for the erection and removal of this fence and will work with the city personnel in this regard.

Noise Variance: We request that you allow us (Hy-Noon Kiwanis) a variance to the noise ordinance. Music and vehicle engines will be performing during the day. The variance would be in effect from 8:00 am to 5:00 pm.

A certificate of liability insurance will be provided naming the City of Storm Lake and the Chamber of Commerce as insured for \$1,000,000 of coverage.

Thank you for your continued cooperation and support of these events. We look for continued growth and success of the events. Thank you for your attention to this matter.

Sincerely,



Curt Reis
Hy-Noon Kiwanis
Car Show Committee

cc: Ron Stevenson (Santa's Castle)
Mark Prosser (Storm Lake Public Safety)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/8/2015

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

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

PRODUCER Hylant Group Inc-Indianapolis 301 Pennsylvania Parkway, #201 Indianapolis IN 46280	CONTACT NAME: Lisa Christenson		
	PHONE (A/C, No, Ext): 317-817-5172	FAX (A/C, No): 317-817-5151	
	E-MAIL ADDRESS: kiwaniscert@hylant.com		
INSURED KIWAN03 Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Lexington Insurance Company		19437
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1887230847

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	Y		013136005	11/1/2014	11/1/2015	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Liquor Liability \$1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			013136005	11/1/2014	11/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Aggregate \$3,000,000
	UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention			013136005	11/1/2014	11/1/2015	All Claims \$75,000

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

Certificate Holder is named as Additional Insured as respects to General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included):
09/05-09/06/2015 or any future date(s) during the policy term - Storm Lake Hy Noon Kiwanis Club Car Show, Concessions and Crafts at Chautauqua Park, Storm Lake, IA

CERTIFICATE HOLDER**CANCELLATION**

City of Storm Lake Attn: James Patrick 620 Erie Street Storm Lake IA 50588	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Judy K. Wilson</i>

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**Public Safety
Police & Fire
PERMIT**

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

Event: 2015 Kiwanis Car Show & Santa's Castle Event

Issued To:

Name: Curt Reis

Organization: Kiwanis Club

Address: PO Box 1005, Storm Lake, Iowa 50588

Phone: 712-732-6104

Date(s) of Event: Sunday, 9-6-2015

Time(s) of Event: 8:00am until 5:00pm

Expiration of Permit: 9-7-2015

Location / Area
of Use:

Chautauqua Park

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by:

Mark A. Prosser

Date:

7-7-2015

Signature:

Please Print

Title:

Public Safety Director

RESOLUTION NO. 03-R-2015-2016

A RESOLUTION APPROVING REQUESTS FOR THE 2015 KIWANIS CAR SHOW AND SANTA'S CASTLE EVENTS ON LABOR DAY WEEKEND

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

To approve the use of Chautauqua Park on Sunday, September 6, 2015 between the hours of 7:00am and 6:00pm for the Hy-Noon Kiwanis Car Show and Santa's Castle fundraising events.

To further approve the closing of Chautauqua Park Drive from the Parks Department Building west to Lakeshore Drive on Sunday, September 6, 2015 between the hours of 8:00am and 5:00pm.

To further approve a noise variance on Sunday, September 6, 2015 between the hours of 8:00am and 5:00pm.

To further give permission to fence off the car show venue boundaries, the use of the City's snow fence, and permission to charge admission to car show venue.

To further approve appropriate support from the Parks and Public Safety Departments.

To further approve inflatables and a petting zoo within the venue.

And to further give permission for food, arts and crafts vending.

PASSED AND APPROVED this 6th day of July, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

7/6/2015

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: Jennifer Movall, Finance Department Manager

SUBJECT: **Public Hearing For Not To Exceed \$750,000 Storm Water Revenue Capital Loan Notes**

BACKGROUND: This agenda item will hold a public hearing for the NTE \$750,000 Storm Water Revenue Capital Loan Notes as required by the State of Iowa. The proceeds of this bond will be used to provide funds to pay the cost of construction of the North Central Storm Water Project. This is part of the original funding that was planned for this project.

The bonds will be payable solely and only out of the Net Revenues of the Storm Water Utility.

Per the State of Iowa Code the City of Storm Lake has published proper notice of this public hearing.

FISCAL IMPACT: The impact specific to this agenda item is the cost of publication of the notice which is approximately \$50.00.

RECOMMENDATION: Open Public Hearing
Hear Comments from the Public
Close the Public Hearing

Staff Summary

7/6/2015

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: Jennifer Movall, Finance Department Manager

SUBJECT: **Resolution No. 04-R-2015-2016 Instituting Proceedings To Take Additional Action For The Issuance Of Not To Exceed \$750,000 Storm Water Revenue Capital Loan Notes**

BACKGROUND: This bond will be issued to provide funds to pay costs associated with the North Central Storm Water Project.

This resolution serves as a declaration of the City's intent to pay costs associated with the North Central Storm Water Project.

FISCAL IMPACT: There is no fiscal impact for this resolution

RECOMMENDATION: Adopt Resolution No 04-R-2015-2016

ATTACHMENTS:

Description	Type
☐ Resolution No. 04-R-2015-2016	Resolution

RESOLUTION NO. 04-R-2015-2016

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$750,000 STORM WATER REVENUE CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$750,000 Storm Water Revenue Capital Loan Notes to evidence the obligations of the City under said Loan Agreement, for the purpose of paying costs of construction, reconstruction of levees, embankments, impounding reservoirs, or conduits necessary for the protection of property from the effects of floodwaters, including the North Central and Expansion Boulevard Storm Water projects. There being no petitions filed and the Council having considered the extent of objections received from residents or property owners as to said proposal the following action is now considered to be in the best interests of the City and residents thereof:

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

Section 1. That this Council does hereby institute proceedings and takes additional action for the authorization and issuance in the manner required by law of not to exceed \$750,000 Storm Water Revenue Capital Loan Notes for the foregoing purpose.

Section 2. That the City Clerk, with the assistance of the City Attorney and bond counsel, is hereby authorized and directed to proceed with the preparation of such documents and proceedings as shall be necessary to authorize the City's participation in the SRF Loan Program, to select a suitable date for final Council authorization of the required Loan and Disbursement Agreement and issuance of the Notes to evidence the City's obligations thereunder, and to take such other actions as the Clerk shall deem necessary to permit the completion of a loan on a basis favorable to the City and acceptable to this Council.

Section 3. That this Resolution be and does hereby serve as a declaration of official intent under Treasury Regulation 1.150-2, because the City reasonably expects to reimburse with the proceeds of the Notes, all or a portion of original expenditures incurred in connection with the above purposes.

PASSED AND APPROVED this 6th day of July, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

7/6/2015

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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Resolution No. 05-R-2015-2016 Approve The Change Order #1 For The Paving Of Howard Road**

BACKGROUND: This is agenda item is for change order #1 for an increase of \$9,081.20, which is for the subpar subgrade material to be excavated and replaced with modified subbase material.

After grade soil was excavated the soil conditions were not satisfactory and were investigated for 160 feet. We had Certified Testing pull soil samples and they recommended we over excavated 1 foot below and replace with modified subbase and add geo grid on the outside 3 feet on each side of the sub drains.

FISCAL IMPACT: Construction - \$166,319.85
Change Order #1 - \$9,081.20
Engineering - \$22,500
Legal/Admin - \$5,000
Land Aquisition - \$1,000
Contingencies - \$16,000

Projected Total Cost of Project \$219,901.05

This project is in the current budget and will be funded by \$220,000 of Franchise Fees in FY 2015 and FY 2016.

RECOMMENDATION: Approve Resolution No. 05-R-2015-2016

ATTACHMENTS:

Description	Type
☐ Change Order #1	Contract
☐ Resolution No. 05-R-2015-2016	Resolution

6/26/2015



Smith Concrete Service, Inc.
814 Vestal Street
Storm Lake, IA 50588

Re: Change Order No. 1 and Pay Request No. 2
2015 PC Concrete Street Improvement Project
Storm Lake, Iowa

Dear Jerry,

Enclosed please find three (3) copies of Change Order No. 1 and three (3) copies of Pay Request No. 2 for the above referenced project. This email is for your information only as I will have three signed copies for your signature and please return those copies to the City. This Pay Request and Change Order will be considered for approval at the next regularly scheduled City Council Meeting. If you have any questions, please call.

Sincerely,

A handwritten signature in black ink, appearing to read "David S. Doxtad", with a long, sweeping horizontal line extending to the right.

David S. Doxtad, PE
Associate Principal, Civil Engineer
Civil Engineering Group
ISG

Cc: City of Storm Lake

Encl: Change Order No. 1 (3)
Pay Request No. 2 (3)

1725 North Lake Avenue + PO Box 458 + Storm Lake, IA 50588-7610

info@is-grp.com + www.is-grp.com

P: 712.732.7745

I+S GROUP

Date of Issuance: June 1, 2015

Effective Date: July 6, 2015

PROJECT:	2015 PC CONCRETE STREET IMPROVEMENT PROJECT - HOWARD	ENGINEER'S PROJECT NUMBER:	12-14872
OWNER:	CITY OF STORM LAKE	DATE OF CONTRACT:	
CONTRACTOR:	SMITH CONCRETE SERVICE, INC.	OWNER'S CONTRACT NUMBER:	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Below grade soil is to be excavated and replaced with modified subbase to a depth of one foot. The width shall be 22 feet from station 4+00 to the intakes at stations 5+53.31 and 5+59.93. Width shall be 32 feet from the intakes to end of project at station 5+97.75. Engineering fabric shall be used from station 4+00 to the intakes on the pavement edge over the subdrain trench.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIMES:	
Original Contract Price:		Original Contract Times:	☐ Working Days ☐ Calendar Days
	\$166,319.85	Substantial Completion (day or dates):	
		Ready for Final Payment (day or dates):	
(Increase) (Decrease) from previously approved		(Increase) (Decrease) from previously approved	
Change Orders Number to		Change Orders Number to	
		Substantial completion (day or dates):	
		Ready for Final Payment (day or dates):	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
	\$166,319.85	Substantial Completion (day or dates):	
		Ready for Final Payment (day or dates):	
(Increase) of this Change Order:		(Increase) (Decrease) of this Change Order:	
	\$9,081.20	Substantial Completion (day or dates):	
		Ready for Final Payment (day or dates):	
Contract Price Incorporating this Change Order:		Contract Times with all approved Change Orders:	
	\$175,401.05	Substantial Completion (day or dates):	
		Ready for Final Payment (day or dates):	
RECOMMENDED:	APPROVED:	ACCEPTED:	
I+S GROUP	CITY OF STORM LAKE	SMITH CONCRETE SERVICE, INC.	
By:	By:	By:	
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Date:	Date:	Date:	

[illegible]

TOTALS

NET CHANGE IN CONTRACT PRICE

INCREASE (DECREASE) IN CONTRACT TIME, days

\$9,081.20	\$0.00
\$9,081.20	

Justification For Changes:

Subgrade material was found to be less than ideal for this application. Subpar soil is to be excavated and replaced with modified subbase as indicated.

Contractor's Application for Payment No. 2

To: CITY OF STORM LAKE (Owner)
From: SMITH CONCRETE SERVICE, INC. (Contractor)
Project: 2015 PC CONCRETE STREET IMPROVEMENT PROJECT - HOWARD ROAD
Owner's Contract Number: _____ Engineer's Project Number: 12-14872
For Work on project accomplished through the date of: 6/23/2015

1	Original Contract Price:	<u>\$166,319.85</u>
2	Net Change by Change Orders:	<u>\$9,081.20</u>
3	Current Contract Price (1 plus 2):	<u>\$175,401.05</u>
4	Total completed work to date (from Page 2):	<u>\$125,442.25</u>
5	Total materials stored to date (from Page 4, if applicable):	<u> </u>
6	Retainage (per Contract)	
	5% of completed work:	<u>\$6,272.11</u>
	5% of stored material:	<u> </u>
	Total Retainage:	<u>\$6,272.11</u>
7	Total completed work and materials to date less retainage (4 plus 5 minus 6):	<u>\$119,170.14</u>
8	Less previous Payments:	<u>\$20,169.73</u>
9	AMOUNT DUE THIS APPLICATION (7 minus 8)	<u>\$99,000.41</u>

Accompanying Documentation: _____

CONTRACTOR'S Certification:

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated: _____ SMITH CONCRETE SERVICE, INC.
Contractor
By: _____
Title: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Dated: _____ I+S GROUP
Engineer
By: _____
Title: _____

Payment of the above AMOUNT DUE THIS APPLICATION approved and made:

Dated: _____ CITY OF STORM LAKE
Owner
By: _____
Title: _____

Progress Estimate

NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT COST	TOTAL CONTRACT	QUANTITY TO DATE	TOTAL AMOUNT	%
1	PC Concrete Pavement, 6"	SY	2,212.2	\$38.00	\$84,063.60	1431.1	\$54,381.80	65%
2	Modified Subbase	CY	579.1	\$37.00	\$21,426.70	579.1	\$21,426.70	100%
3	Subgrade Preparation	SY	2,485.8	\$2.25	\$5,593.05	2485.8	\$5,593.05	100%
4	Unclassified Excavation	CY	674.0	\$7.50	\$5,055.00	500	\$3,750.00	74%
5	Pavement Removal	SY	109.3	\$10.00	\$1,093.00	44	\$440.00	40%
6	Removal of Pipe, Culvert and Conduit	LF	56.0	\$15.00	\$840.00	52	\$780.00	93%
7	Removal of Intake	EA	1	\$600.00	\$600.00	1	\$600.00	100%
8	Single Open Throat Intake, Large Box (SW-508)	EA	2	\$3,850.00	\$7,700.00	1.2	\$4,620.00	60%
9	12" Storm Sewer, RCP	LF	60.0	\$50.00	\$3,000.00	60	\$3,000.00	100%
10	18" Storm Sewer, RCP	LF	12.0	\$83.50	\$1,002.00	12	\$1,002.00	100%
11	18" Culvert, RCP	LF	24.0	\$90.00	\$2,160.00	24	\$2,160.00	100%
12	18" Apron, RCP	EA	3	\$650.00	\$1,950.00	3	\$1,950.00	100%
13	Subdrain, 6", Corrugated PE	LF	602.0	\$13.30	\$8,006.60	602	\$8,006.60	100%
14	Subdrain Cleanouts	EA	2	\$280.00	\$560.00	2	\$560.00	100%
15	Seeding and Fertilizing and Mulching (Hydraulic Seeding)	LS	1	\$2,000.00	\$2,000.00			
16	Installation, Maintenance and Removal of Silt Fence	LF	590.0	\$3.25	\$1,917.50	508	\$1,651.00	86%
17	Installation, Maintenance and Removal of Wattles	LF	75.0	\$5.00	\$375.00			
18	Traffic Control	LS	1	\$2,575.00	\$2,575.00	0.5	\$1,287.50	50%
19	Mobilization	LS	1	\$20,000.00	\$20,000.00	0.5	\$10,000.00	50%
20	Testing--Subgrade, Subbase, Change Order No. 1	LS	1	\$2,500.00	\$2,500.00	0.5	\$1,250.00	50%
21	Below Grade Excavation	CY	164.8	\$13.25	\$2,183.60	164.8	\$2,183.60	100%
22	Engineering Fabric	SY	200.0	\$4.00	\$800.00	200	\$800.00	100%
TOTALS*				\$175,401.05			\$125,442.25	72%

* Includes all change orders issued to date as scheduled on the following page.

Application for Payment

Approved Change Order Summary

NO.	DESCRIPTION	DATE	ADDITIONS	DEDUCTIONS
1	Removal of unsuitable subgrade material and replacement with modified subbase material to a depth of an additional one foot.	7/6/2015	\$9,081.20	
SUBTOTALS:			\$9,081.20	

NET CHANGE BY CHANGE ORDERS:

\$9,081.20

Stored Material Summary

SUPPLIERS NAME	INVOICE NO.	ITEM	ADDED TO INVENTORY	USED FROM INVENTORY
SUBTOTALS:				

NET STORED MATERIALS:

RESOLUTION NO. 05-R-2015-2016

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

To approve Change Order No. 1 to the contract with Smith Concrete Service, Inc. for the Howard Road Paving Project, an increase of \$9,081.20 to the contract for the subpar subgrade material to be excavated and replaced with modified sub base material.

Total cost of Change Order #1 is an increase of \$9,081.20 to the contract. Total contract cost after change order #1 is \$175,401.05.

PASSED AND APPROVED this 6th day of July 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

7/6/2015
Agenda Item # 9.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 06-R-2015-2016 Approving Change Order #2 To 3rd Addition Phase 1 Project**

BACKGROUND: The 3rd Addition Project is the first phase of the City's sub-division development north of the High School. Change order #2 is a final change order adjusting the original contract for changes in quantities on the project (specific changes are listed on the attached change order).

The contractor is complete with the project and another agenda item on this agenda will allow the Council to consider final acceptance on the project. Thus staff does not expect any further change orders on this project.

FISCAL IMPACT: The net change for Change Order #2 is a decrease to the contract in the amount of \$15,179.15. Following change order #2 the total contract price will be \$254,251.15.

The total project costs are as follows:

Engineering Expenses	\$81,890.00 (Contract)
Construction	\$622,430.30
(\$254,251.15 is Phase 1 plus future phases which are estimated)	
Legal & Admin	\$12,040.00
Land Acquisition	\$59,814.80
Other Expenses	\$10,000.00 (Estimated)
Total	\$786,175.10

Revenues on the project include:

Sale of lots	\$75,000.00
TIF Revenues	\$113,164.00
Water Revenue	\$160,000.00
Sewer Revenue	\$160,000.00
Total Revenues	\$508,164.00

There is still a shortage for the project which the City will have to determine where the additional funds come from.

RECOMMENDATION: Adopt Resolution No. 06-R-2015-2016

ATTACHMENTS:

Description		Type
	Change Order 2	Change Order
	Resolution No. 06-R-2015-2016	Resolution

CHANGE ORDER

No. 002

PROJECT: Storm Lake 3rd Addition Phase 1 Utilities and Grading

DATE OF ISSUANCE: November 18, 2014

EFFECTIVE DATE: November 18, 2014

OWNER: City of Storm Lake

ENGINEER'S Project No.: P11.107976

CONTRACTOR: Lundell Construction, Inc.

ENGINEER: Bolton & Menk, Inc.

You are directed to make the following changes in the Contract Documents.

Description:

Contract quantity item adjustment:

ITEM	COST DIFFERENCE
Item 7 EXPLORATORY EXCAVATION, UTILITY POTHOLE – Deduct 5 @ \$200.00/EA	(\$1,000.00)
Item 8 TRENCH FOUNDATION – Deduct 100 @ \$27.00/TON	(\$2,700.00)
Item 13 FIELD TILE REPAIR – Deduct 100 @ \$20.00/LF	(\$2,000.00)
Item 14 WATERMAIN, TRENCHED, C900, 8" - Deduct 59 @ \$31.85/LF	(\$1,879.15)
Item 18 FIRE HYDRANT ASSEMBLY – Deduct 1 @ \$4,450.00/EA	(\$4,450.00)
Item 21 PAVEMENT REMOVAL – Deduct 25 @ \$10.00/SY	(\$250.00)
Item 25 SWPPP QUALIFYING RAINFALL INSPECTION – Deduct 1 @ \$125.00/EA	(\$125.00)
Item 26 FILTER SOCK – Deduct 75 @ \$5.00/EA	(\$375.00)
Item 28 STABILIZED CONSTRUCTION ENTRANCE – Deduct 1 @ \$1800.00/EA	(\$1,800.00)
Item 29 INLET PROTECTION DEVICE – Deduct 3 @ \$200.00/EA	(\$600.00)

Reason for Change Order:

Adjustment for Final Quantities

Attachments: None

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
\$268,933.30	Substantial Completion : ____ days or dates
Net changes from previous Change Order No. 1	Ready for final payment : ____ days or dates
\$497.00	Net changes from previous Change Orders No. ____ to No. ____
Contract Price Prior to this Change Order	<u>0</u> days
\$269,430.30	Contract Times prior to this Change Order
Net Decrease of this Change Order	Substantial Completion : ____ days or dates
\$(15,179.15)	Ready for final payment : ____ days or dates
Contract Price with all approved Change Orders	Net No Change of this Change Order
\$254,251.15	<u>0</u> days
	Contract Times with all approved Change Orders
	Substantial Completion : ____ days or dates
	Ready for final payment : ____ days or dates

RECOMMENDED: Bolton & Menk, Inc.

APPROVED: City of Storm Lake

ACCEPTED: Lundell Construction, Inc.

By: [Signature]
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: [Signature]
Contractor (Authorized Signature)

Date: 6/26/15

ate: _____

Date: 6/29/15

RESOLUTION NO. 06-R-2015-2016

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

To approve Change Order No. 2 to the contract with Lundell Construction, Inc. for the Storm Lake 3rd Addition Phase 1 Utilities and Grading, a decrease of \$15,179.15 to the contract for adjusting the original contract for changes in quantities on the project.

Total cost of Change Order #2 is a decrease of \$15,179.15 to the contract. Total contract cost after change order #2 is \$254,251.15.

PASSED AND APPROVED this 6th day of July 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

7/6/2015
Agenda Item # 10.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 07-R-2015-2016 Approving Final Acceptance For 3rd Addition Phase 1 Project**

BACKGROUND: The 3rd Addition Project is the first phase of the City's sub-division development north of the High School. The project facilitated the installation of water and sewer mains in the project area for the initial phase of development.

The contractor is complete with the project and the project engineer has reviewed the project along with the City's Public Works Director and find that the project is ready for acceptance by the City.

FISCAL IMPACT: Following change order #2 the total contract price will be \$254,251.15.

The total project costs are as follows:

Engineering Expenses	\$81,890.00 (Contract)
Construction	\$622,430.30
(\$254,251.15 is Phase 1 plus future phases which are estimated)	
Legal & Admin	\$12,040.00
Land Acquisition	\$59,814.80
Other Expenses	\$10,000.00 (Estimated)
Total	\$786,175.10

Revenues on the project include:

Sale of lots	\$75,000.00
TIF Revenues	\$113,164.00
Water Revenue	\$160,000.00
Sewer Revenue	\$160,000.00
Total Revenues	\$508,164.00

There is still a shortage for the project which the City will have to determine where the additional funds come from.

RECOMMENDATION: Adopt Resolution No. 07-R-2015-2016 Approving Final Acceptance For Third addition Phase 1 Project

ATTACHMENTS:

Description	Type
 Substantial Completion Doc	Backup Material
 07-R-2015-2016	Resolution

Certificate of Substantial Completion

Project: Sanitary Sewer and Watermain Installation, Site Grading, Subgrade and Subbase Prep for Residential Expansion

Owner: City of Storm Lake

Owner's Contract No.:

Contract: Storm Lake 3rd Addition Phase 1

Engineer's Project No.: P11.107976

This definitive Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents: ☐ The following specified portions of the Work:

June 26, 2015

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities

☒ Not Amended

Owner's Amended Responsibilities:

None

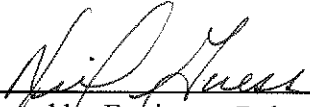
Contractor's Amended Responsibilities:

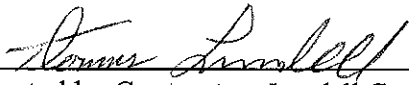
None

The following documents are attached to and made part of this Certificate:

None

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


Executed by Engineer- Bolton & Menk, Inc. 6/26/15
Date


Accepted by Contractor- Lundell Construction
Co, Inc. 6/29/15
Date

Accepted by Owner- City of Storm Lake _____
Date

RESOLUTION NO. 07-R-2015-2016

RESOLUTION ACCEPTING PUBLIC IMPROVEMENT

WHEREAS, the City Council of the City of Storm Lake, Iowa entered into a construction contract, and the Mayor and Clerk of Storm Lake, Iowa executed the contract with Lundell Construction Co., Inc., Cherokee, IA with regard to the Storm Lake 3rd Addition Phase 1, City of Storm Lake, Iowa.

WHEREAS, said contractor has fully completed the said project in accordance with the terms and conditions of said contract and plans and specifications.

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

Section 1. That said public improvement is hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract, and the total final contract price is \$254,251.15.

PASSED AND APPROVED this 6th day of July 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

7/6/2015
Agenda Item # 11.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Resolution No. 08-R-2015-2016 Approving Change Order #1 Fiber Project**

BACKGROUND: As council moves forward with the construction of the Fiber network, staff and the City's Information Technology Consultant are asking council to consider approval of a change order to the project that would extend fiber to the City's Wastewater Treatment Plant. This portion of the project was part of Phase 2 in the alternate bid options along with a few other sites which the City didn't have funding for.

The Contractor on the project has provided a price of \$79,931 to get the duct and pull fiber to that location. In addition, the City will need to purchase additional electronics from the IT Vendor to make the fiber work.

Staff feels that the Wastewater Plant is critical enough to consider using additional funds from the City's reserve (depreciation accounts) as it will ensure that the plant network and servers are connected directly with the online SCADA systems in the field and reduce the number of emergency call outs while allowing staff the ability to monitor and control the plant on a daily basis.

FISCAL IMPACT: The cost of the change order is \$79,931 for the duct and pulling of fiber work. In addition the City will need to purchase additional electronics for this phase of the project which will total \$32,262.00.

The total project after the base and phase 1 portions of the project was \$16,000 over the available funding and this part of the project will increase that overage to 128,193.00. City staff is suggesting that additional funding from the Sewer Depreciation Fund and the Water Depreciation Fund (for economic development) can be used to cover the overage should the City Council want to move forward.

Total cost of the Boring portion of the work after the change order would be \$445,277.05.

RECOMMENDATION: Adopt Resolution No. 08-R-2015-2016

ATTACHMENTS:

Description		Type
	Change Order #1	Change Order
	Resolution No. 08-R-2015-2016	Resolution

CHANGE ORDER

No. 001

PROJECT: FIBER OPTIC LINE ALIGNMENT

DATE OF ISSUANCE: 06/22/2015

EFFECTIVE DATE: 06/22/2015

OWNER: City of Storm Lake, Iowa

ENGINEER'S Project No.: A12.109747

CONTRACTOR: Perrin Directional Drilling LLC

ENGINEER: Bolton & Menk, Inc.

Description:

Addition of quantity of items: 1.01, "Traffic Control": 1 LS @ \$750 = \$750.00

1.02, "Mobilization": 1 LS @ \$2,000 = \$2,000.00

1.03, "1 Conduit, 1.25 in., HDPE, SDR 11": 8,382 LF @ \$5.50 = \$46,101.00

1.04, "2 Conduit, 1.25 in., HDPE, SDR 11": 1,898 LF @ \$7.00 = \$13,286.00

1.05, "3 Conduit, 1.25 in., HDPE, SDR 11": 335 LF @ \$8.00 = \$2,680.00

1.09, "Fiber Optic, Install in New Conduit": 14,440 LF @ \$0.60 = \$8,664.00

1.10, "Hand Hole, Furnish and Install": 7 EACH @ \$850 = \$5950.00

1.12, "Seeding and Restoration": 1 LS @ \$500 = \$500

Reason for Change Order:

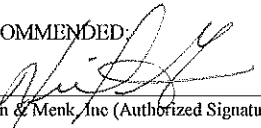
Items 1.01, 1.02, 1.03, 1.04, 1.05, 1.09, 1.10, and 1.12: Changes from phase one to phase two.

Attachments:

None

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
\$ 365,346.05	Substantial Completion : _____ days or dates
Net changes from previous Change Orders No. 0 to No. 0	Ready for final payment : _____ days or dates
\$ 0.00	Net changes from previous Change Orders No. _____ to No. _____
Contract Price Prior to this Change Order	Contract Times prior to this Change Order
\$ 365,346.05	Substantial Completion : _____ days or dates
Net Increase of this Change Order	Ready for final payment : _____ days or dates
\$ 79,931.00	Net (Increase/Decrease/No Change) of this Change Order
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$ 445,277.05	Substantial Completion : _____ days or dates
	Ready for final payment : _____ days or dates

RECOMMENDED:

By: 
Bolton & Menk, Inc. (Authorized Signature)

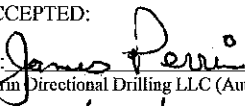
Date: 6/24/15

APPROVED:

By: _____
City of Storm Lake (Authorized Signature)

Date: _____

ACCEPTED:

By: 
Perrin Directional Drilling LLC (Authorized Signature)

Date: 6/24/15

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

C: Justin Yarosevich, City of Storm Lake
Jim Perrin, Perrin Directional Drilling LLC
Neil Guess, Bolton & Menk, Inc.

RESOLUTION NO. 08-R-2015-2016

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

To approve Change Order No. 1 to the contract with Perrin Directional Drilling LLC for the Fiber Optic Line Alignment Project, an increase of \$79,931.00 to the contract to extend fiber to the City's Wastewater Treatment Plant.

Total cost of Change Order #1 is an increase of \$79,931.00 to the contract. Total contract cost after change order #1 is \$445,277.05.

PASSED AND APPROVED this 6th day of July 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

7/6/2015
Agenda Item # 12.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Motion Authorizing Mayor To Sign Grant Agreement With
FAA For Airport Layout Plan Project**

BACKGROUND: The Storm Lake Airport Commission is moving forward with the development of a new Airport Layout Plan which will provide long range planning for the Airport and provide guidance to the Commission as well as City Council for future planning and capital investment in the Airport.

As part of the project the City and Airport Commission have obtained a Federal Grant from the FAA and their entitlement program to fund 90% of the project. This staff summary will provide for the authorization and acceptance of the terms of the grant agreement as attached to this staff summary and authorize Mayor Jon Kruse to sign the agreement.

FISCAL IMPACT: The total cost of the project is estimated to cost \$150,000 with the grant providing funding for \$134,752.50 or 90% of that total cost.

The City's portion of the funds have been budgeted in the FY 2016 budget.

RECOMMENDATION: Approve Motion

ATTACHMENTS:

Description	Type
☐ Grant Agreement	Contract
☐ Grant Assurances	Backup Material



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT**PART I – OFFER****JUN 25 2015**

Date of Offer

Airport/Planning Area

Storm Lake Municipal

AIP Grant Number

3-19-0088-011-2015

DUNS Number

050950054

TO: **City of Storm Lake, Iowa**
(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 15, 2015, for a grant of Federal funds for a project at or associated with the Storm Lake Municipal Airport, which is included as part of this Grant Agreement; and

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

Update Airport Master Plan Study

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2015, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

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

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$134,753**.
For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
 \$134,753 for planning
 \$ -0- for airport development or noise program implementation
 \$ -0- for land acquisition.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **July 31, 2015**, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

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

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

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

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

11. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

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

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

14. Buy American. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

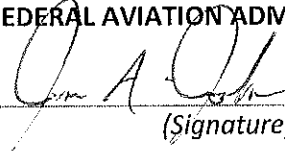
15. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.
18. **Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
19. **Trafficking in Persons.**
- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –

1. Is determined to have violated the Prohibitions; or
2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


(Signature)

Jim A. Johnson
(Typed Name)

Manager, Airports Division
(Title)

PART II - ACCEPTANCE

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

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

Executed this _____ day of _____.

City of Storm Lake, Iowa

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

(Typed Name of Sponsor's Designated Official Representative)

Title:

(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

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

By:

(Signature of Sponsor's Attorney)

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

Application for Federal Assistance SF-424

* 1. Type of Submission ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		* 2. Type of Application ☒ New ☐ Continuation ☐ Revision		* If Revision, select appropriate letter(s): - Select One - * Other (Specify)	
* 3. Date Received:		4. Application Identifier: SLB			
5a. Federal Entity Identifier: 3-19-0088-011-2015		* 5b. Federal Award Identifier:			
State Use Only:					
6. Date Received by State:		7. State Application Identifier:			
8. APPLICANT INFORMATION:					
* a. Legal Name: City of Storm Lake					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 42-6005255			*c. Organizational DUNS: 050950054		
d. Address:					
* Street1: 620 Erie St Street 2: * City: Storm Lake County: Buena Vista * State: Iowa Province: Country: USA *Zip/ Postal Code: 50588					
e. Organizational Unit:					
Department Name: Storm Lake Municipal Airport			Division Name:		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix:		First Name: Justin			
Middle Name:					
* Last Name: Yarosevich					
Suffix:					
Title: Assistant City Manager					
Organizational Affiliation: City of Storm Lake					
* Telephone Number: (712) 732-8000			Fax Number:		
* Email: justin@stormlake.org					

Application for Federal Assistance SF-424

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

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

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

Storm Lake, Buena Vista County, Iowa

* 15. Descriptive Title of Applicant's Project:

2015 Airport Masterplan and Layout Plan Update

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: IA-004

*b. Program/Project: IA-004

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

17. Proposed Project:

*a. Start Date: 05/01/2015

*b. End Date: 09/01/2016

18. Estimated Funding (\$):

*a. Federal	134,752.50
*b. Applicant	
*c. State	
*d. Local	14972.5
*e. Other	
*f. Program Income	
*g. TOTAL	149,725.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

☐ Yes ☒ No

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: *First Name: Justin

Middle Name:

*Last Name: Yarosevich

Suffix:

*Title: Assistant City Manager

*Telephone Number: (712) 732-8000

Fax Number: 712-732-4114

* Email: justin@stormlake.org

*Signature of Authorized Representative:

*Date Signed:

6-15-2015

Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry
1.	Type of Submission: (Required) Select one type of submission in accordance with agency instructions. • Preapplication • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.
2.	Type of Application: (Required) Select one type of application in accordance with agency instructions. • New – An application that is being submitted to an agency for the first time. • Continuation – An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision – Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify)
3.	Date Received: Leave this field blank. This date will be assigned by the Federal agency.
4.	Applicant Identifier: Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.
5a.	Federal Entity Identifier: Enter the number assigned to your organization by the Federal Agency, if any.
5b.	Federal Award Identifier: For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.
6.	Date Received by State: Leave this field blank. This date will be assigned by the State, if applicable.
7.	State Application Identifier: Leave this field blank. This identifier will be assigned by the State, if applicable.
8.	Applicant Information: Enter the following in accordance with agency instructions: Legal Name: (Required) Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website. Employer/Taxpayer Number (EIN/TIN): (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444. Organizational DUNS: (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website. Address: Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US). Organizational Unit: Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the assistance activity, if applicable. Name and contact information of person to be contacted on matters involving this application: Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.
9.	Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions: - State Government - County Government - City or Township Government - Special District Government - Regional Organization - U.S. Territory or Possession - Independent School District - Public/State Controlled Institution of Higher Education - Indian/Native American Tribal Government (Federally Recognized) - Indian/Native American Tribal Government (Other than Federally Recognized) - Indian/Native American Tribally Designated Organization - Public/Indian Housing Authority - Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) - Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) - Private Institution of Higher Education - Individual - For-Profit Organization (Other than Small Business) - Small Business - Hispanic-serving Institution

Item	Entry
	T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)
10.	Name Of Federal Agency: (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
11.	Catalog Of Federal Domestic Assistance Number/Title: Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
12.	Funding Opportunity Number/Title: Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
13.	Competition Identification Number/Title: Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
14.	Areas Affected By Project: List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
15.	Descriptive Title of Applicant's Project: (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
16.	Congressional Districts Of: (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 th district, CA-012 for California 12 th district, and NC-103 for North Carolina's 103 rd district. • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
17.	Proposed Project Start and End Dates: (Required) Enter the proposed start date and end date of the project.
18.	Estimated Funding: (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
19.	Is Application Subject to Review by State Under Executive Order 12372 Process? Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State.
20.	Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. If yes, include an explanation on the continuation sheet.
21.	Authorized Representative: (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required), title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)

PART II
PROJECT APPROVAL INFORMATION**Item 1.**

Does this assistance request require State, local, regional, or other priority rating?

☐ Yes ☒ NoName of Governing Body:
Priority:**Item 2.**

Does this assistance request require State, or local advisory, educational or health clearances?

☐ Yes ☒ NoName of Agency or Board:
(Attach Documentation)**Item 3.**

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

☐ Yes ☒ No

(Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval?

☐ Yes ☒ No

Name of Approving Agency:

Date: / /

Item 5.

Is the proposed project covered by an approved comprehensive plan?

☒ Yes ☐ No

Check one:

State
Local
Regional☐
☐
☐

Location of Plan:

City Clerk

Item 6.

Will the assistance requested serve a Federal installation?

☐ Yes ☒ No

Name of Federal Installation:

Federal Population benefiting from Project:

Item 7.

Will the assistance requested be on Federal land or installation?

☐ Yes ☒ No

Name of Federal Installation:

Location of Federal Land:

Percent of Project:

Item 8.

Will the assistance requested have an impact or effect on the environment?

☐ Yes ☒ No

See instruction for additional information to be provided

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

☐ Yes ☒ No

Number of:

Individuals. _____
Families. _____
Businesses. _____
Farms. _____**Item 10.**

Is there other related Federal assistance on this project previous, pending, or anticipated?

☐ Yes ☒ No

See instructions for additional information to be provided.

INSTRUCTIONS PART II

Negative answers will not require an explanation unless the federal agency requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions.

Item 1 - Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.

Item 2 - Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval.

Item 3 - Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again but any additional comments received from the clearinghouse should be submitted with this application.

Item 4 - Furnish the name of the approving agency and the approval date.

Item 5 - Show whether the approved comprehensive plan is State, local, or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

Item 6 - Show the Federal population residing or working on the federal installation that will benefit from this project.

Item 7 - Show the percentage of the project work that will be conducted on federally-owned or leased land. Give the name of the Federal installation and its location.

Item 8 - Briefly describe the possible beneficial and/or harmful impact on the environment because of the proposed project. If an adverse environment impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.

Item 9 - State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data is needed.

Item 10 - Show the Federal Domestic Assistance Catalog number, the program name, the type of assistance, the status and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed.

Paperwork Reduction Act Statement: The information collected on this form allows sponsors of public use airports or public agencies to apply for one or more projects in a form prescribed by the Secretary of Transportation. Title 49, United States Code (U.S.C.), Section 47105, identifies the information required to apply for this program. The forms prescribed to meet this requirement are developed to provide a comprehensive format that allows sponsors to provide the data needed to evaluate the request for funds. The burden for each response is estimated to be 28 hours. Approved applications benefit the sponsor by providing Federal funding to protect the Federal interest in safety, efficiency, and utility of the Nation's airport system. No assurance of confidentiality can be given since these become public records. If you wish to make any comments concerning the accuracy of this burden estimate or any suggestions for reducing this burden, send to Federal Aviation Administration, ARP-10, 800 Independence AVE, SW, Washington, DC 20591. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number, which is 2120-0569 for this collection. Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Ave SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ABA-20.

PART III - BUDGET INFORMATION**SECTION A - BUDGET SUMMARY**

Grant Program, Function Or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. AIRPORT IMPROVEMENT PROGRAM (AIP)	20.106	\$	\$	\$ 134,752.50	\$ 14,972.50	\$ 149,725.00
2.						
3.						
4.						
5. TOTALS		\$	\$	\$	\$	\$

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total
	(1) AIP	(2)	(3)	(4)	(5)
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	\$149,725.00				
g. Construction					
h. Other					
i. Total Direct Charges					
j. Indirect Charges					
k. TOTALS	\$ 149,725	\$	\$	\$	\$
l. Program Income	\$	\$	\$	\$	\$

SECTION C - NON-FEDERAL RESOURCES

(a) GRANT PROGRAM	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8. AIP	\$ 14,972.50	\$	\$	\$ 14,972.50
9.				
10.				
11.				
12. TOTALS	\$ 14,972.50	\$	\$	\$ 14,972.50

SECTION D - FORECASTED CASH NEEDS

	Total for 1 st Year	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
13. Federal	\$	\$	\$	\$	\$
14. Non-Federal					
15. TOTAL	\$	\$	\$	\$	\$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) GRANT PROGRAM	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16. AIP	\$ 149,725	\$	\$	\$
17.				
18.				
19.				
20. TOTALS	\$ 149,725	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION

(Attach additional sheets if necessary)

21 Direct Charges:

22. Indirect Charges:

23. Remarks:

PART IV PROGRAM NARRATIVE (Attach per instruction)

INSTRUCTIONS

PART III

GENERAL INSTRUCTIONS

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines, which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may not require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A Budget Summary

Lines 1-4, Columns (a) and (b).

For applications pertaining to a single Federal grant program (Federal Domestic Assistance Catalog number) and not requiring a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a single program requiring budget amounts by multiple functions of activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs requires a breakdown by function or activity, enter the catalog program title on each line in Column (a) and the respective catalog number on each line in Column (b).

For applications pertaining to multiple programs where one or more programs require a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g).

For new applications, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds that will remain un-obligated at the end of the grant-funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5 - Show the totals for all columns used.

Section B. Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets were prepared for Section A, provide similar column headings on each sheet. For each program, function, or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Lines 6 a-h - Show the estimated amount for each direct cost budget (object class) category for each column with program, function, or activity heading.

Line 6i - Show the totals of Lines 6a to 6h in each column.

Line 6j - Show the amount of indirect cost. Refer to Office of Management and Budget Circular No. A-87.

Line 6k - Enter the total amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5.

For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1) - (4), Line 6k should be the same as the sum of the amounts in Section A, Column (e) and (f) on Line 5. When additional sheets were prepared, the last two sentences apply only to the first page with summary totals.

Line 7 - Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

INSTRUCTIONS

Part III (Continued)

Section C. Source of Non-Federal Resources

Line 8-11 - Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet. (See Attachment F, Office of Management and Budget Circular No. A-102.)

Column (a) - Enter the program titles identical to Column (a), Section A, A breakdown by function or activity is not necessary.

Column (b) - Enter the amount of cash and in-kind contributions to be made by the applicant as shown in Section A. (See also Attachment F, Office of Management and Budget Circular No. A-102).

Column (c) - Enter the State contribution if the applicant is not a State or State agency. Applicants that are a State or State agencies should leave this column blank.

Column (d) - Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e) - Enter the totals of Columns (b), (c), and (d).

Line 12 - Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

Section D. Forecasted Cash Needs

Line 13 - Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14 - Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15 - Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16 - 19 - Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuing grant applications, enter in the proper columns amounts of Federal funds, which will be needed to complete the program or project over the succeeding funding periods (usually in years). This Section need not be completed for amendments, changes, or supplements to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules, as needed.

Line 20 - Enter the total for each of the Columns (b) - (e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21 - Use this space to explain amounts for individual direct object cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22 - Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23 - Provide any other explanations required herein or any other comments deemed necessary.

PART IV
PROGRAM NARRATIVE
(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT : Airport Master Plan

AIRPORT : Storm Lake Municipal airport

1. Objective:

In an effort to establish a solid plan for development of the Airport in the future and to understand the role of the Airport over the next 20 years, the Storm Lake Airport Commission has elected to undertake a study to update the existing Airport Master Plan for the Storm Lake Municipal Airport with the financial support of the Federal Aviation Administration (FAA). This study will address numerous areas of interest which have a bearing on the management and development of the Airport in the future.

2. Benefits Anticipated:

The benefits of the Master Plan project include updating the information in the previous Master Plan to depict the development projects that have occurred at the airport over the last fifteen years. The Master Plan will focus on addressing the Approach/Departure surface to Runway 13 and evaluate the existing building area for long-term development. In addition, the Master Plan will analysis the financial feasibility of the airport and ways to fund future development projects. The 20 year aviation forecasts will be updated and an alternative analysis will be completed to maximize the airside development. The Master Plan will give the Airport Commission and surrounding community a 20 year plan for the airport to make sure they meet the needs of the existing and future users of the facility.

3. Approach : (See approved Scope of Work in Final Application)

See attached work order and breakdown of costs.

4. Geographic Location:

The project is located within the property limits of the Storm Lake Municipal Airport, located in Storm Lake, Buena Vista County, Iowa. The airport serves Storm Lake and surrounding areas in Northeastern Iowa.

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Justin Yarosevich
620 Erie St
Storm Lake, IA 50588
712-732-8000

INSTRUCTIONS
PART IV
PROGRAM NARRATIVE

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE.

Pinpoint any relevant physical, economic, social, financial, institutional, or other problems requiring a solution.

Demonstrate the need for assistance and state the principal and subordinate objectives of the project. Supporting documentation or other testimonies from concerned interests other than the applicant may be used. Any relevant data based on planning studies should be included or footnoted.

2. RESULTS OR BENEFITS EXPECTED.

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

a. Outline a plan of action pertaining to the scope and detail of how the proposed work will be accomplished for each grant program. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvements.

b. Provide each grant program monthly or quarterly quantitative projections of the accomplishments to be achieved, if possible. When accomplishments cannot be quantified, list the activities in chronological order to show the schedule of accomplishments and their target dates.

c. Identify the kinds of data to be collected and maintained, and discuss the criteria to be used to evaluate the results and success of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in Item 2 are being achieved.

d. List each organization, cooperator, consultant, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION.

Give a precise location of the project and area to be served by the proposed project. Maps or other graphic aids may be attached.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

a. Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Section A, Item 10.

b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.

c. Discuss accomplishments to date and list in chronological order a schedule of accomplishments, progress, or milestones anticipated with the new funding re-request. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope or objectives have changed or an extension of time is necessary, explain the circumstances and justify. If the total budget has been exceeded or if individual budget items have changed more than the prescribed limits contained in Attachment K, Office of Management and Budget Circular No. A-102, explain and justify the change and its effect on the project.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

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

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

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

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program has been or will be established to inform employees about:
 - a. The dangers of drug abuse in the workplace
 - b. The sponsor's policy of maintaining a drug-free workplace
 - c. Any available drug counseling, rehabilitation, and employee assistance programs
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:

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

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.

☒ Yes ☐ No ☐ N/A

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

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

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work:

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Additional documentation for any above item marked "no":

Sponsor's Certification

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

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

Executed on this 15th day of May/June, 2015.

Name of Sponsor: City of Storm Lake, IA

Name of Sponsor's Designated Official Representative: Justin Yarosevich

Title of Sponsor's Designated Official Representative: Assistant City Manager

Signature of Sponsor's Designated Official Representative: 

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326.2 CFR 200. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 2 CFR §§ 200.317-200.326 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.
☒ Yes ☐ No ☐ N/A
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations after initial selection.
☒ Yes ☐ No ☐ N/A
3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.
☒ Yes ☐ No ☐ N/A
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the Federal Aviation Administration (FAA).
☒ Yes ☐ No ☐ N/A

5. The consultant services contracts clearly or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
☒ Yes ☐ No ☐ N/A
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.
☒ Yes ☐ No ☐ N/A
7. Mandatory contract provisions for grant-assisted contracts have been or will be included in consultant services contracts.
☒ Yes ☐ No ☐ N/A
8. The cost-plus-percentage-of-cost methods of contracting prohibited under federal standards were not or will not be used.
☒ Yes ☐ No ☐ N/A
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.
☒ Yes ☐ No ☐ N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

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

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

Executed on this 15th day of May June, 2015.

Name of Sponsor: City of Storm Lake

Name of Sponsor's Designated Official Representative: Justin Yarosevich

Title of Sponsor's Designated Official Representative: Assistant City Manager

Signature of Sponsor's Designated Official Representative: 

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. Airport Planning Undertaken by a Sponsor.

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

C. Sponsor Certification.

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

1. General Federal Requirements.

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

FEDERAL LEGISLATION

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

EXECUTIVE ORDERS

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

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

FEDERAL REGULATIONS

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

- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

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

FOOTNOTES TO ASSURANCE C.1.

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and

authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

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

3. **Sponsor Fund Availability.**

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

4. **Good Title.**

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

5. **Preserving Rights and Powers.**

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

changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor

(except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

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

23. Exclusive Rights.

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

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

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

30. Civil Rights.

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

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

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

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2) So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
 - e. Required Contract Provisions.
 - 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

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

transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated March 20, 2014 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

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

- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

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

39. Competitive Access.

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



FAA Airports

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

Updated: 2/11/2015

View the most current versions of these ACs and any associated changes at:
<http://www.faa.gov/airports/resources/advisorycirculars>

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14E	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

A sponsor must disclose in writing any potential conflict of interest to the Federal Aviation Administration (FAA) or pass-through entity. No employee, officer or agent of the sponsor or subgrant recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's or subgrant recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Sponsors or subgrant recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor or subgrant recipient must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor or subgrant recipient certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor or subgrant recipient discloses that it does have a potential conflict of interest, which is further explained below.

☒ Yes ☐ No

2. The sponsor or subgrant recipient maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor or subgrant recipient discloses that it does not have a written policy, which is further explained below.

☒ Yes ☐ No

3. Explanation of items marked "no":

Sponsor's Certification

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

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

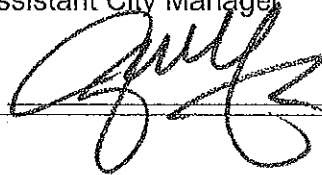
Executed on this day of June, 2015.

Name of Sponsor: City of Storm Lake, IA

Name of Sponsor's Designated Official Representative: Justin Yarosevich

Title of Sponsor's Designated Official Representative: Assistant City Manager

Signature of Sponsor's Designated Official Representative: _____



Staff Summary

7/6/2015
Agenda Item # 13.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Resolution No. 09-R-2015-2016 Requesting A Special Election On The Extension Of The Local Option Sales And Services Tax Within The City Of Storm Lake**

BACKGROUND: The City of Storm Lake has had a Local Option Sales Tax for several years. The current tax has a sunset in 2020. While the City doesn't need to renew the tax currently doing so will allow the City to ensure a funding source (provided an affirmative vote) for bonds that have been recently issued into the future.

Under current Iowa law the City can petition for a ballot issue at the next city issues election (November 3rd) to renew the Local Option Sales Tax with the removal of any sunset. The proposed usage of the revenues would remain the same with the proposed ballot language of:

0% for Property Tax Relief
100% for Specific Purpose: Capital Improvement Projects as determined by Council (Streets, Buildings, Capital Improvements including Debt Retirement)

If approved this resolution will direct the City Clerk to provide notice to the County Auditor of the City's intent to seek a ballot vote on the renewal of the Local Option Sales Tax issue for the City of Storm Lake on November 3rd.

The City's legal staff who have helped develop the materials for the election will work with the County Auditor on the ballot language.

FISCAL IMPACT: The cost of the process for renewing the Local Option Sales Tax for the City of Storm Lake is limited to election expenses and legal fees. Since the November election is already a City election there are minimal costs related to the actual election process in addition to those the City would already incur due to the normal City Council elections.

Legal expenses are anticipated to be in the range of \$7,000.

RECOMMENDATION: Adopt Resolution No. 09-R-2015-2016

ATTACHMENTS:

Description	Type
 Resolution No. 09-R-2015-2016	Resolution

RESOLUTION NO. 09-R-2015-2016

**RESOLUTION REQUESTING A SPECIAL ELECTION ON
THE EXTENSION OF THE LOCAL OPTION SALES AND
SERVICES TAX WITHIN THE CITY OF STORM LAKE,
IOWA**

WHEREAS, Chapter 423B of the Iowa Code establishes the requirements to request that the county commissioner of elections hold an election on the question of eliminating the scheduled repeal date and extending the local sales and services tax; and

WHEREAS, this Council now wishes to request that an election be held and has determined the particulars of the proposed proposition to be as set forth below.

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

Section 1. That the County Commissioner of Elections for Buena Vista County, Iowa is hereby requested to call a special election for the purpose of eliminating the scheduled repeal date and extending the existing local option sales and services tax revenue collected within the City of Storm Lake, Iowa.

Section 2. That the following proposition, attached hereto as Exhibit A, be submitted to the voters of the City of Storm Lake.

Section 3. That the City Clerk is hereby directed to file a certified copy of this resolution with the County Commissioner of Elections of Buena Vista County and with the Buena Vista County Board of Supervisors.

PASSED AND APPROVED this 6th day of July, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

7/6/2015

Agenda Item # 14.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Motion To Approve Bolton Menk Contract Amendment - East 10th Street Project**

BACKGROUND: The original contract in 2013 provided for design and bidding services for the surface and storm water improvements to 10th and Oneida and 10th and Russell Streets. Phase 2 provided design services for surface reconstruction of 10th Street from Oneida to Russell using DOT project standards. The final project let through the DOT included a total reconstruction of the pavement from Seneca to just west of Russell Street. Also included in the project is the replacement of all storm water structures aAnd the construction of new storm sewer to alleviate flooding west of the apartments located in the southwest quadrant of the intersection of East 10th and Oneida Streets.

This amendment to the original contract would be for the construction observation and management. The contractor late start date may allow economies of scale since Bolton Menk field staff will be able to share work between this project, the Hwy 7 widening, and the North Central Storm Sewer projects.

FISCAL IMPACT: 10th Street project should take 55 working days to complete. This change order is for an additional \$71,600 to provide engineering services.

RECOMMENDATION: Council Approve Bolton Menk Contract Amendment

ATTACHMENTS:

Description	Type
 Bolton & Menk Addendum	Backup Material



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

218 11th Street SW Plaza • Spencer, IA 51301

Phone (712) 580-5075

www.bolton-menk.com

June 18, 2015

Jim Patrick, City Manager
City of Storm Lake
620 Erie Street
Storm Lake, IA 50588

RE: 10th Street Paving Project Addendum
City of Storm Lake
Project No.: P11.106892

Dear Mr. Patrick,

As discussed last week, it is necessary to request a contract amendment for the East 10th Street project in the City of Storm Lake. The contract for the work approved by City Council in 2013 provided for the following:

Phase 1: Design and bidding services for the surface and storm sewer improvements to the intersections of 10th Street and Oneida Street as well as 10th and Russell Street. This phase will be bid as a locally let project.

and

Phase 2: Design services for surface reconstruction of 10th Street from Oneida Street to Russell Street using the Iowa DOT project standards. This phase will be constructed at a later date and will include completion of the Iowa DOT submittals leading to the bidding of the project.

The final project let thru the DOT system included a total reconstruction of the pavement from Seneca Street to just west of the Russell Street intersection. Also included in the project was the replacement of all storm sewer structures within these limits and the construction of new storm sewer to alleviate flooding problems west of the apartment complex located in the southwest quadrant of the intersection of East 10th Street and Oneida Street.

Initially it was contemplated that the Phase 2 pavement portion of the project would only include the replacement of failed pavement panels. However, once the field surveys and preliminary design were completed, it was determined that from Oneida to Russell the costs for replacing the failed pavement panels was approximately \$405,000 and that approximate cost of a complete pavement reconstruction was only \$504,000. After discussions with City staff, the decision was made to choose to include the complete pavement reconstruction option for the project.

Because the Russell Street intersection is to be built with pervious pavers, the decision was also made to remove this portion of the work from the 10th Street DOT project and instead conduct a separate local letting for this work. It is anticipated that the Russell Street intersection will be constructed either later this year or in 2016. The storm sewer improvements being completed with the North Central Stormwater project must be in-place and operating adjacent to this intersection prior to its construction. The plans for the Russell Street intersection are being finalized to allow bidding of the work once the construction schedule is known for the North Central project.

H:\SMLK\P11.106892-10th Street Paving\1_Corres\Addendum to Agreement(DCS Edits).docx

DESIGNING FOR A BETTER TOMORROW

Bolton & Menk is an equal opportunity employer



We are now requesting an amendment to the original contract to include construction phase engineering services for the East 10th Street DOT project. The contractor's schedule provides for a late start date of July 27th, 2015 with 55 working days and liquidated damages of \$1,200 for each day the project is late.

The Contractor, Smith Concrete Services, Inc. has indicated that he does not intend to start the project until the late start date. We anticipate this may allow some economies with our field staff in that sharing of work can occur between this project and the Highway 7 Widening and North Central Storm Sewer projects.

The following is our anticipated budgeted hours to provide construction phase services for the East 10th Street DOT project.

Construction Phase Services per the DOT requirements

a. Project Engineer	12 weeks @8 hours/week @ \$100/ hr	\$ 9,600
b. Construction Survey	5 days @ \$1200/day	\$ 6,000
c. Construction Observation	700 hrs@ \$80/hour	<u>\$56,000</u>
Estimated total fee		\$71,600

The above anticipates that Smith Concrete Services Inc. will use all of the working days allowed to complete the project and that a typical close out and audit with the DOT will occur. We would invoice monthly based on work completed the previous period at our standard hourly rates for staff assigned to the project. Of course, our costs to complete the work are dependent on the pace of the contractor and the hours that they work. We believe that 55 working days should be more than sufficient time for completing the project.

Upon your review of the above, please contact me should you have questions. This letter is attached to Addendum #1 to our Professional Services Agreement Dated June 17, 2013. We ask that this Addendum be brought before the City Council for their review and approval.

Sincerely,

BOLTON & MENK, INC.

A handwritten signature in black ink, appearing to read 'Neil Guess', is written over a horizontal line.

Neil Guess, Principal Engineer

**ADDENDUM #1 TO
PROFESSIONAL SERVICES AGREEMENT Dated June 2013**



by and between
Bolton & Menk, Inc.
218 11th St SW Plaza
Spencer, IA 51301
Ph. 712/580-5075

and

Client	
Name: <u>City of Storm Lake, Attn: Jim Patrick</u>	Phone No.:
Address: <u>620 Erie Street</u>	712-732-8000
Address: _____	Fax No.:
City: <u>Storm Lake</u> State: <u>Iowa</u> Zip: <u>50588</u>	
(hereinafter referred to as Client)	

Changes to Fee Arrangement
Increase fee for construction phase services, No to Exceed \$71,600.

Changes to Scope / Additional Services
See attached letter dated June 18, 2015
The base agreement provided for a fee of \$49,980. With this amendment the new contract not to exceed fee is \$121,580.

BMI and Client agree to the Terms and Conditions as stated on the original Agreement (first mentioned above) unless otherwise stated above. The below signed represents that he or she has been authorized to order and accept changes to Scope / Additional Services on behalf of the Client.

Offered by: Bolton & Menk, Inc.

Ordered and Accepted by: City of Storm Lake

Neil Guess, Principal Engineer

print name/title

Neil Guess

signature and date

6/26/2015

print name/title

signature and date

Staff Summary

7/6/2015

Agenda Item # 15.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Motion Amending Emmons & Olivier Resources Expansion Blvd. Storm Water Project Contract**

BACKGROUND: EOR Engineering has designed the Expansion Blvd. Storm Water project, assisted in easement descriptions, assisted in preparing information necessary for funding opportunities, bid and re-bid of the project, and now project oversight. During this time, design has been modified due to railroad issues and changed when the Petty property could not be acquired.

The purpose of this amendment is to increase the engineering contract to complete the construction observation and management for the Expansion Blvd. Storm Water Project.

FISCAL IMPACT: The original engineering contract was for \$188,000.00. The amendment requests an additional \$32,453.00 for a new total of \$220,453.00.

RECOMMENDATION: Council approve amending EOR Expansion Blvd Storm Water project Amendment

ATTACHMENTS:

Description	Type
 EOR Amendement	Backup Material

change order



Date	June 22, 2015	Contract Date	December 10, 2013
Project	Expansion Boulevard Storm Water Project	Job #	01112-0006
Client	City of Storm Lake	Change Order#	1
Regarding	Contract Amendment for Additional Services		

Purpose:

The purpose of this change order is to serve as an amendment to the original scope of services and fee estimate for the Expansion Boulevard Storm Water Project dated December 9, 2013 and Engineering Consultant Standard Service Agreement dated December 10, 2013 as approved at the January 20, 2014 City Council meeting.

Scope of Services:

As described in the memo Contract Amendment for Additional Services dated June 9, 2015 and drafted by Derek R. Lash, PE, CPESC (EOR)

Previous Agreement	Changed Agreement
1) \$188,000.00	\$220,453.00
2) N/A	\$32,453.00
3) Contract completion date	December 2017
4) Scope of services described in original contract	Scope of services described above

Signatures:

Emmons and Olivier Resources, Inc.

City of Storm Lake

Client

Signature

Signature

Name

Name

Title

Title

EOR is an Equal Opportunity Affirmative Action Employer

Emmons & Olivier Resources, Inc. 651 Hale Ave N Oakdale, MN 55128 T/ 651.770.8448 F/ 651.770.2552 www.eorinc.com

Staff Summary

7/6/2015

Agenda Item # 16.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Motion Authorizing Mayor To Sign Administrative Services Agreement With Simmering-Cory, Inc. For Erie Street CDBG Grant**

BACKGROUND: The City of Storm Lake has received a Community Development Block Grant for the development of a storm water street project on Erie Street. This project will include various storm water features along the route to help hold and slow down the run off while ensuring that ponding on the street doesn't occur.

As part of the grant requirements the City will need the assistance of a consulting firm to assist with the grant administration. The City previously did a selection process for these services and selected the firm of Simmering-Cory, Inc out of Clear Lake, Iowa. The City has worked with Simmering-Cory, Inc in the past and has had very good service from the firm. A copy of the agreement is attached to this staff summary for the Council's review.

FISCAL IMPACT: The Agreement includes a total compensation of \$20,000 for the work outlined in the agreement. The cost of the contract is a grant eligible cost and can be reimbursed by the grant funds.

RECOMMENDATION: Approve Motion & Authorize Mayor To Sign Agreement

ATTACHMENTS:

Description	Type
❏ SCI Agreement Erie Street CDBG	Contract

AGREEMENT FOR ADMINISTRATIVE SERVICES

ARTICLE I. This AGREEMENT made and entered into this _____ day of _____, 2015, by and between the City of Storm Lake, hereinafter called the OWNER, and Simmering-Cory, Inc., hereinafter called SCI, WITNESSETH:

WHEREAS, the OWNER intends to construct improvements to the storm water drainage system in the Erie Street area as outlined in the 2015 Community Development Block Grant application approved by the Iowa Economic Development Authority, hereinafter called the PROJECT; and

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

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

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

ARTICLE II. GRANT MANAGEMENT AND ADMINISTRATION.

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

- Day-to-day technical assistance and program management through project completion and close-out.
- Compliance with environmental and SHPO requirements.
- Necessary publications and forms required for Release of Funds.
- Required resolutions for procurement and code of conduct.
- State Contract negotiation and program schedule.
- Preparation and submittal of reports and forms as outlined in the State Contract, but not including the audit report.
- Ongoing assistance in establishing and maintaining an overall recordkeeping system.
- Compliance with affirmative action requirements.

- Attendance at all conferences, Council meetings, and State monitoring visits necessary to facilitate the project.
- Compliance with Fair Housing, Equal Opportunity, Excessive Force, RARA and Citizen Participation regulations.
- Compliance with the Uniform Acquisition and Relocation Act pertaining to easements and land acquisition.
- Review of contracts and specs to ensure necessary Federal and State regulations are included.
- Requisition of grant funds.
- Compliance with Davis-Bacon labor standards requirements and monitoring of weekly contractor payroll forms.
- Compliance with minority participation requirements and contractor clearance.
- Preparation of contract and program amendments as needed.
- Any additional administrative function as may be required or requested by the State.

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

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

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

- A. 30% of contract amount upon Release of Funds and State Contract Execution.
- B. 30% of contract amount at bid letting.
- C. 30% of contract amount upon completion of 70% of project construction,
(based on dollars expended).
- D. 10% upon project completion and final acceptance by the Council.

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

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

G. Federal Executive Order 11246

"During the performance of this contract, SCI agrees as follows:

"1) SCI will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. SCI will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SCI agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

H. The Americans with Disabilities Act

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

City of Storm Lake

By: _____

Date: _____

Attest:

By: _____

Simmering-Cory, Inc.

By: Marsha Cory

Date: June 3, 2015