

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
JUNE 15, 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 Easement For North Central Storm Water Project**
 - C. **Motion Authorizing A Noise Variance For The United Methodist Church**
 - D. **Motion Authorizing A Noise Variance For A Buddhist Temple Celebration**
 - E. **Motion Authorizing a Noise Variance for the 2015 Relay for Life**
 - F. **Buy Local Information**
3. Alliant Energy's Community Annual Partnership Assessment Report
4. **Storm Lake United Council Presentation**
5. **Resolution No. 153-R-2014-2015 Approving the Contract For The Widening Of HWY 7 From Barton Street To Northwestern Drive**
6. **Public Hearing For FY 2015 Budget Amendment**
7. **Resolution No. 154-R-2014-2015 Adopting FY 2014-2015 Budget Amendment**
8. **Public Hearing On The Issuance Of Not To Exceed \$1,500,000 General Obligation Capital Loan Notes**
9. **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 Note**
10. **Resolution No. 156-R-2014-2015 Approving Change Order #2, Water Treatment Plant Improvements**
11. **Ordinance No. 09-O-2014-2015 Update City Code Chapter 10-1 - Sidewalks - 3rd Reading**
12. **Ordinance No. 10-O-2014-2015 Amending Chapter 5-8 Of Title V Of The City Code Of The City Of Storm Lake, Iowa - THIRD READING**
13. **Resolution No. 157-R-2014-2015 Award Of Bid & Approval Of Contract For Housing Rehabilitation Projects #2014-3**
14. **Resolution No. 158-R-2014-2015 Change Order #1 Housing Project #2014-3**
15. **Motion Authorizing Approval & Acceptance Of FAA Grant**
16. **Resolution No. 159-R-2014-2015 Updating Fee Resolution**
17. **Resolution No. 160-R-2014-2015 Approving Change Order #1 To The North Central Storm Water Project**

18. Adjourn

Meeting Protocol

If you wish to speak today, please:

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

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

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



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Staff Summary

6/15/2015

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
- Sunrise Pointe list of bills
- Approve minutes from June 1, 2015 City Council Minutes
- Approve liquor license renewal for Pizza Hut and HyVee
- Approve Native Wine permit for Kristi's Kandies & Heirlooms
- Approve 6 month liquor license for LaPerla
- Approve 5-day liquor license for the Buddhist Temple effective 7/3/2015
- Approve cigarette permit for Sichanh Asian Food Market
- Approve easement with Jeff Hultgren for North Central Storm Water Project (see attached staff summary)
- Approve noise variance for United Methodist Church on August 30, 2015 from 8:00am - 12:00pm (see attached staff summary)
- Approve noise variance for the Buddhist Temple (see attached staff summary)
- Approve noise variance for the 2015 Relay for Life event (see attached staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$831,108.60
- King's Pointe Bills - \$185,931.92
- Sunrise Pointe Golf Course Bills - \$7,668.22

The City will receive the following revenues:

- Liquor license renewal - \$1,060.00
- Cigarette permit - \$75.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
📁 List of Bills	List of Bills
📁 King's Pointe & Sunrise Pointe - List of Bills	List of Bills
📁 Minutes - June 1 2015	Minutes
📁 Sichanh Cigarette Application	Backup Material
📁 Hy-Vee Liquor Report	Backup Material
📁 La Perla Liquor Report	Backup Material
📁 Pizza Hut Liquor Report	Backup Material

City of Storm Lake
620 Erie Street PO Box 1086
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Checks for Approval Report

From: 06/02/15 To 06/15/15
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00551.06.2015 Aflac Pretax	50.17
AFLAC	PR Batch 00551.06.2015 Aflac After tax	54.06
AFLAC	PR Batch 00552.06.2015 Aflac Pretax	536.60
AFLAC	PR Batch 00552.06.2015 Aflac After tax	143.28
City of Storm Lake	PR Batch 00552.06.2015 Dental employee/child	5.78
City of Storm Lake	PR Batch 00552.06.2015 Dental insurance employee c	19.00
City of Storm Lake	PR Batch 00552.06.2015 Dental employee/spouse	20.60
City of Storm Lake	PR Batch 00552.06.2015 Dental insurance family	78.48
City of Storm Lake	PR Batch 00552.06.2015 125 Flexible Benefits	920.83
City of Storm Lake	PR Batch 00552.06.2015 Flex- Child Care	173.09
City of Storm Lake	PR Batch 00552.06.2015 Health Insurance Family	1,761.92
City of Storm Lake	PR Batch 00552.06.2015 Health Insurance Single	421.99
City of Storm Lake	PR Batch 00551.06.2015 Dental insurance employee c	2.18
City of Storm Lake	PR Batch 00551.06.2015 Dental employee/spouse	11.15
City of Storm Lake	PR Batch 00551.06.2015 Dental insurance family	28.32
City of Storm Lake	PR Batch 00551.06.2015 125 Flexible Benefits	207.91
City of Storm Lake	PR Batch 00551.06.2015 Health Insurance Family	596.50
City of Storm Lake	PR Batch 00551.06.2015 Health Insurance Single	48.12
Collection Services Center	PR Batch 00551.06.2015 Child Support Payments to I	325.00
Collection Services Center	PR Batch 00552.06.2015 Child Support Payments to I	222.00
Conseco Health Insurance Co	PR Batch 00552.06.2015 Cancer Pre Tax Insurance	41.04
EFTPS	PR Batch 00552.06.2015 Federal Income Tax	13,707.00
EFTPS	PR Batch 00552.06.2015 FICA Employee Portion	4,381.82
EFTPS	PR Batch 00552.06.2015 FICA Employer Portion	4,381.82
EFTPS	PR Batch 00552.06.2015 Medicare Employee Portion	1,707.94
EFTPS	PR Batch 00552.06.2015 Medicare Employer Portion	1,707.94
EFTPS	PR Batch 00551.06.2015 Federal Income Tax	4,573.66
EFTPS	PR Batch 00551.06.2015 FICA Employee Portion	1,918.76
EFTPS	PR Batch 00551.06.2015 FICA Employer Portion	1,918.76
EFTPS	PR Batch 00551.06.2015 Medicare Employee Portion	539.42
EFTPS	PR Batch 00551.06.2015 Medicare Employer Portion	539.42
ICMA Retirement Trust 457	PR Batch 00551.06.2015 ICMA	1,100.00
ICMA Retirement Trust 457	PR Batch 00551.06.2015 ICMA City Paid	583.35
ICMA Retirement Trust 457	PR Batch 00551.06.2015 ICMA City paid for Police	432.81
ICMA Retirement Trust 457	PR Batch 00552.06.2015 ICMA	1,235.00
Iowa Public Employees	PR Batch 00552.06.2015 IPERS	3,849.60
Iowa Public Employees	PR Batch 00552.06.2015 IPERS City Share	5,777.50
Iowa Public Employees	PR Batch 00551.06.2015 IPERS	1,554.52
Iowa Public Employees	PR Batch 00551.06.2015 IPERS City Share	2,333.08
ITT Hartford AMS RPVA	PR Batch 00551.06.2015 457 Hartford	100.00
ITT Hartford AMS RPVA	PR Batch 00552.06.2015 457 Hartford	225.00
Kansas Payment Center	PR Batch 00552.06.2015 Child Support Kansas	180.00
Muni Fire/Police Retire	PR Batch 00552.06.2015 Muni Police/Fire Pension	3,018.44
Muni Fire/Police Retire	PR Batch 00552.06.2015 Muni Police/Fire Pension Ci	9,764.93
Muni Fire/Police Retire	PR Batch 00551.06.2015 Muni Police/Fire Pension	623.56
Muni Fire/Police Retire	PR Batch 00551.06.2015 Muni Police/Fire Pension Ci	2,017.28
Teamsters Local Union 554	PR Batch 00552.06.2015 Union Dues	305.50
Treasurer State Of Iowa	PR Batch 00552.06.2015 State Income Tax	4,709.85
Treasurer State Of Iowa	PR Batch 00551.06.2015 State Income Tax	1,926.57

UNAVAILABLE

Department Total = 80,781.55

Police Department

Alliant Energy	Gas Service Apr/May 2015	270.24
Alta Body Shop	May 2015 Towing Services	1,260.00
Diekman Patrick L	Training- Child Abduction- Des Moines- Diekman	133.46

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From: 06/02/15 To 06/15/15
User: tyler.gibbins

Genesis Development	Janitorial Services May 2015	600.00
Havens & Havens	Legal Services May 2015	189.58
Iowa County Attny Assn	2015 Iowa Acts of Interest to Law Enforcement- Dieki	60.00
Iowa Lakes Electric Cooperative	May 2015 Electric Service	29.50
Language Line Services, Inc	Interpretation	31.20
Neuroth Kevin	Garbage Service May 2015	23.00
Purchase Power	Postage June 1, 2015	71.89
Rohr Manufacturing Services, Ltd	Recharge Fire Extinguisher	25.80
Star Energy, LLC	Fuel May 2015	3,478.82

Police Department	Department Total =	6,173.49
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Fire Department

Alliant Energy	Gas Service Apr/May 2015	54.46
Alpha Wireless	Pager Repairs	135.00
Arnold Motor Supply, LLP	Supplies	11.88
Bomgaars Supply, Inc	Lights	11.98
Bomgaars Supply, Inc	Tools	40.47
MS Door Service Ltd	Pest Services	18.00
Neuroth Kevin	Garbage Service May 2015	52.00
Purchase Power	Postage June 1, 2015	3.22
Star Energy, LLC	Fuel May 2015	57.96
Storm City Auto Parts	Engine 72 Battery	426.92

Fire Department	Department Total =	811.89
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Building Official

Havens & Havens	Legal Services May 2015	1,575.00
Purchase Power	Postage June 1, 2015	110.60
Star Energy, LLC	Fuel May 2015	132.78

Building Official	Department Total =	1,818.38
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Animal Care

A. A. Stepan	Bd & Distp of Dogs & Cats	910.00
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Animal Care	Department Total =	910.00
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Crime Prevention

A. A. Stepan	Shots for K9- Cesar	98.64
A. A. Stepan	Shots for K9- Cesar	50.00
Hoffman's Inc	Flowers- No Tax	41.00

Crime Prevention	Department Total =	189.64
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Roadway Maintenance

Alliant Energy	Gas Service Apr/May 2015	201.13
Bolton & Menk, Inc	Services through 5/13/2015	2,315.50
Bomgaars Supply, Inc	Paint, Tape, Snaps	27.96
Bomgaars Supply, Inc	Blades	10.99
Bomgaars Supply, Inc	Spade	25.99
L & G Products, Inc	Straw Blankets	54.65
Lundell Construction Co. Inc.	Rock	42.68
Neuroth Kevin	Garbage Service May 2015	119.25

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OMG Midwest, Inc	Concrete	114.00
ProBuild	Wood Supplies	44.81
Sanford Health Network	2015 Supervisor Training on Drug & Alcohol Abuse- 1	40.00
Star Energy, LLC	Fuel May 2015	2,052.08

Roadway Maintenance	Department Total =	5,049.04
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Signs & Signals

General Traffic Controls Inc	LED Lights	168.76
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Signs & Signals	Department Total =	168.76
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Snow Removal

City of Storm Lake	Replaced Batteries #62	328.10
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Snow Removal	Department Total =	328.10
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Airport

Century Link	June 2015 Phone Service	129.16
Control System Specialists, LLC	Air Conditioner Repairs	190.00
Eastern Aviation Fuels, Inc	Jet A Fuel	18,469.47
Havens & Havens	Legal Services May 2015	166.25
Nepple Electric Inc	Light Replacement	327.02
Purchase Power	Postage June 1, 2015	17.52
Smith Mike	Airport Lease Termination Refund (6 Mo)	480.00

Airport	Department Total =	19,779.42
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Library

Alliant Energy	Gas Service Apr/May 2015	145.70
Genesis Development	Janitorial Services May 2015	600.00
Huff Elizabeth	Spanish Book Purchase Reimbursement	540.67
Huff Elizabeth	Spanish Book Purchase Shipping Reimbursement	35.80
Neuroth Kevin	Garbage Service May 2015	35.25
Purchase Power	Postage June 1, 2015	7.20
Storm Lake Comm Schools	Shared Position Health/Life- FY2015	5,481.92

Library	Department Total =	6,846.54
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Parks Department

A & A Automotive	New Tire for Lawn Mower	82.90
Ace Sign Displays, Inc	Memorial Tree Plaques	25.00
Alliant Energy	Gas Service Apr/May 2015	27.05
Arnold Motor Supply, LLP	Supplies	35.55
Arnold Motor Supply, LLP	Oil Filter	6.06
Bomgaars Supply, Inc	Scoop, Rake, Wire- BV Clean Up	90.94
Bomgaars Supply, Inc	Concrete Mix	7.98
Bomgaars Supply, Inc	Nozzle, Clamp, Adapters	41.01
City of Storm Lake	Hydraulic Oil	63.00
CNH Industrial America LLC	Nylon Line	60.35
Fastenal Company	Supplies	2.74
Neuroth Kevin	Garbage Service May 2015	192.75
Neuroth Kevin	Extra Garbage	143.00
ProBuild	Concrete, Lath, & Tape	142.56

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Star Energy, LLC
Storm Lake Hydraulics Co Inc

Fuel May 2015
Hose Ends & Hose

2,555.15
89.61

Parks Department

Department Total = 3,565.65

Golf Course

Arnold Motor Supply, LLP
Arnold Motor Supply, LLP
Arnold Motor Supply, LLP
Arnold Motor Supply, LLP
CNH Industrial America LLC
MS Door Service Ltd
R & R Products, Inc
Star Energy, LLC
Storm Lake Ace Hardware Inc
Storm Lake Ace Hardware Inc

Battery- Fairway Mower
Supplies- Battery
Oil & Air Filter
Hex Key
Motor Head
Pest Services
Rotary Blade
Fuel May 2015
Conduit
Blade

85.88
38.52
37.47
10.99
350.95
21.00
102.45
31.73
2.94
9.99

Golf Course

Department Total = 691.92

Campgrounds

Central Iowa Distributing, Inc
Havens & Havens
Keller Ken
Neuroth Kevin
Storm Lake Ace Hardware Inc

Cleaning Supplies
Legal Services May 2015
Replaced Sloan Control
Garbage Service May 2015
Glue

252.83
43.75
240.80
632.06
3.99

Campgrounds

Department Total = 1,173.43

UNAVAILABLE

Havens & Havens
King's Pointe Resort
King's Pointe Resort
King's Pointe Resort
King's Pointe Resort
King's Pointe Resort
King's Pointe Resort
King's Pointe Resort
King's Pointe Resort
Kinseth Hospitality Corporation

Legal Services May 2015
May 2015 Housekeeping
May 2015 Maintenance
May 2015 Extermination
May 2015 Supplies
May 2015 Kitchen Utensils
May 2015 Mops/Buckets
May 2015 Water Park Add On Packages
May 2015 Rack Cards- Marketing
May 2015 Managment Fee

43.75
645.00
197.75
70.00
215.00
130.42
343.20
236.25
133.76
290.78

UNAVAILABLE

Department Total = 2,305.91

Awaysis

Havens & Havens
Piper Jaffray Inc
Piper Jaffray Inc

Legal Services May 2015
Financial Advisory Service- Refinancing 2015A
Financial Advisory Service- Refinancing 2015B

145.83
17,500.00
13,135.00

Awaysis

Department Total = 30,780.83

Shelter House

Alliant Energy
MS Door Service Ltd
OMG Midwest, Inc

Gas Service Apr/May 2015
Pest Services
Concrete- Shelter House

34.46
18.00
456.00

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Shelter House

Department Total = 508.46

UNAVAILABLE

Bomgaars Supply, Inc	Irrigation Supplies	26.74
Lundell Construction Co. Inc.	Rock	210.17
Neuroth Kevin	May 2015 Service Credit	-4.74
Neuroth Kevin	Garbage Service May 2015	87.25
Storm Lake Times The	May 2015 Publications	26.40

UNAVAILABLE

Department Total = 345.82

Economic Develop

Havens & Havens	Legal Services May 2015	29.17
Havens & Havens	Legal Services May 2015	116.67

UNAVAILABLE

Department Total = 145.84

SLADC

Storm Lake United	Payment #5 of FY 2015 per Agreement (Final)	11,335.00
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SLADC

Department Total = 11,335.00

Housing Program

Simmering-Cory Inc	70% Lewis Project & 20% General Admin	5,670.00
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Housing Program

Department Total = 5,670.00

Legal Services

Havens & Havens	2nd Quarter 2015 Council Meetings	500.00
Havens & Havens	Legal Services May 2015	43.75

Legal Services

Department Total = 543.75

City Hall Building

Alliant Energy	Gas Service Apr/May 2015	47.93
Genesis Development	Janitorial Services May 2015	200.00
Julius Dennis R.	Entrance Mats	58.80
Neuroth Kevin	Garbage Service May 2015	27.00
Steve's Window Svc	Window Services	37.00

City Hall Building

Department Total = 370.73

Tort Liability

Rasmussen's	P-6 Repairs	262.48
Rasmussen's	P-6 Repairs	13,283.70
Stille Pierce & Pertzborn	Add Kineth as Additionally Insured	50.00

Tort Liability

Department Total = 13,596.18

Other Policy & Administration

Bucheli Harley	Advertising	75.00
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From: 06/02/15 To 06/15/15
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Color-ize Inc	Website Graphic Buttons	233.75
Color-ize Inc	Leadership Postcards	234.55
Genesis Development	Shredding	18.02
NW IA League of Cities	Meeting Expense	30.00
Pilot Tribune	Boards & Commission Ad	174.00
Purchase Power	Postage June 1, 2015	278.57
Qualified Presort Service, LLC	City Tidbits	366.94
Storm Lake Times The	May 2015 Publications	58.57
Storm Lake Times The	May 2015 Publications	30.80
Storm Lake Times The	May 2015 Publications	44.37
Storm Lake Times The	May 2015 Publications	43.78
Storm Lake Times The	May 2015 Publications	55.60
Storm Lake Times The	May 2015 Publications	13.60
Storm Lake Times The	May 2015 Publications	43.78
Storm Lake Times The	May 2015 Publications	44.80
Storm Lake Times The	May 2015 Publications	42.34

Other Policy & Administration

Department Total = 1,788.47

Water Administration

Accela, Inc #774375	Online Payments- May 2015	139.50
Genesis Development	Janitorial Services May 2015	200.00
Havens & Havens	Legal Services May 2015	700.00
Purchase Power	Postage June 1, 2015	9.41
Qualified Presort Service, LLC	ACH Statements	93.05
Qualified Presort Service, LLC	Past Due Notices	66.80
Qualified Presort Service, LLC	Final Bill	3.25
Qualified Presort Service, LLC	Monthly Statements	397.08

Water Administration

Department Total = 1,609.09

Water Plant

Alliant Energy	Gas Service Apr/May 2015	468.64
Bomgaars Supply, Inc	Rockite	34.97
Bomgaars Supply, Inc	Boots	279.98
Bomgaars Supply, Inc	Washers	9.49
Bomgaars Supply, Inc	Pressure Gauge	9.49
Bomgaars Supply, Inc	Sump Pump & Hose	248.97
Foundation Analytical Laboratory Inc	May 2015 Testing- Fluoride	15.00
Foundation Analytical Laboratory Inc	May 2015 Testing- Well #20	18.00
Foundation Analytical Laboratory Inc	May 2015 Testing- Nitrite	30.00
Foundation Analytical Laboratory Inc	May 2015 Testing- Metals	60.00
Foundation Analytical Laboratory Inc	May 2015 Testing- Chlorite	192.00
Foundation Analytical Laboratory Inc	May 2015 Testing- Coliforms	120.00
Hawkins, Inc	Hypo	2,435.40
Hawkins, Inc	Hydrochloric Acid	475.90
Iowa Dept of Natural Resources	2015 Water Treatment Operator Certificate- Sutton	30.00
Iowa Dept of Natural Resources	2015 Water Treatment Operator Certificate- Struchen	30.00
Iowa Dept of Natural Resources	2015 Water Treatment Operator Certificate- Stewart	30.00
Iowa Dept of Natural Resources	2015 Water Treatment Operator Certificate- Allen	30.00
Iowa Dept of Natural Resources	2015 Water Treatment Operator Certificate- Davis	30.00
Iowa Office Supply Inc	Copier Maintenance Agreement	6.29
Lundell Construction Co. Inc.	Storm Sewer Line Rock	887.88
Mississippi Lime Company	Lime	4,592.30
Mississippi Lime Company	Lime	4,770.90
Neuroth Kevin	Garbage Service May 2015	69.00
O'Reilly Auto Parts	Fan Belt	10.90

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OMG Midwest, Inc	Concrete- Hypo Room Wall	147.00
Sargent Drilling	Well #14 Repairs	106,962.96
Seiler Plumbing & Heating Inc	Hypo Room Water Lines	3,470.03
Star Energy, LLC	Fuel May 2015	98.91
Storm Lake Ace Hardware Inc	Hypo Room Epoxy	804.69
Storm Lake Ace Hardware Inc	Tape	4.49
Storm Lake Ace Hardware Inc	Dehumidifier	259.99
Water Plant		Department Total =
		126,633.18

Water Distribution

Alliant Energy	Gas Service Apr/May 2015	38.08
Brown Supply Company	Valve Box Extensions	360.00
Ferguson Enterprises Inc	PVC Cement & Cleaner	25.27
GM Contracting, Inc	Pay Estimate #1 of Water Main Replacement through :	179,553.87
Iowa Dept of Natural Resources	2015 Water Distribution Operator Certificate- Oehler	60.00
Iowa Dept of Natural Resources	2015 Water Distribution Operator Certificate- Davis	30.00
Iowa Dept of Natural Resources	2015 Water Distribution Operator Certificate- Allen	30.00
Iowa Dept of Natural Resources	2015 Water Distribution Operator Certificate- Stewart	30.00
Iowa Dept of Natural Resources	2015 Water Distribution Operator Certificate- Strucher	30.00
Iowa Dept of Natural Resources	2015 Water Distribution Operator Certificate- Marshal	60.00
Iowa Dept of Natural Resources	2015 Water Distribution Operator Certificate- Kelly	60.00
Iowa Dept of Natural Resources	2015 Water Distribution Operator Certificate- Sutton	30.00
Leo's Kitchens Inc	Counter Tops	458.00
Nelsen Carl	Hwy 7 Line Locates	225.00
Seiler Plumbing & Heating Inc	Water & Sewer in New Building	3,415.55
Seiler Plumbing & Heating Inc	Water & Sewer in New Building	1,061.69
Seiler Plumbing & Heating Inc	Water & Sewer in New Building	255.13
Seiler Plumbing & Heating Inc	Water & Sewer in New Building	4,097.00
Star Energy, LLC	Fuel May 2015	243.53
Water Distribution		Department Total =
		190,063.12

Water Meters

Star Energy, LLC	Fuel May 2015	109.94
Water Meters		Department Total =
		109.94

Wastewater Administration

Accela, Inc #774375	Online Payments- May 2015	139.50
Genesis Development	Janitorial Services May 2015	200.00
Purchase Power	Postage June 1, 2015	9.41
Qualified Presort Service, LLC	Final Bill	4.98
Qualified Presort Service, LLC	Past Due Notices	66.80
Qualified Presort Service, LLC	Monthly Statements	397.08
Qualified Presort Service, LLC	ACH Statements	93.05
Qualified Presort Service, LLC	Final Bill	3.25
Wastewater Administration		Department Total =
		914.07

Wastewater Treatment Plant

Alliant Energy	Gas Service Apr/May 2015	31.17
Bomgaars Supply, Inc	Oil & Coupler	33.48
Bomgaars Supply, Inc	Cutting Wheels	18.61
Bomgaars Supply, Inc	Bags & Gloves	33.97

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Bomgaars Supply, Inc	Weed Trimmer Supplies	89.39
Bomgaars Supply, Inc	Supplies	27.35
Bomgaars Supply, Inc	Lift Station Keys	5.96
City of Storm Lake	Serviced Engine & Replaced Strobe Light #30	138.81
City of Storm Lake	Serviced & Fixed Seatbelt Latch #59	49.27
City of Storm Lake	Repaired Lgihing & Steering #122	104.93
Foundation Analytical Laboratory Inc	May 2015 Testing	834.00
Foundation Analytical Laboratory Inc	May 2015 Testing	720.00
Foundation Analytical Laboratory Inc	May 2015 Testing	200.00
Hach Chemical Company	WIMS Users	532.00
Iowa Dept of Natural Resources	2015 WasteWater Operator Certificate- Allen	60.00
Iowa Dept of Natural Resources	2015 WasteWater Operator Certificate- Davis	60.00
Iowa Dept of Natural Resources	2015 WasteWater Operator Certificate- Sutton	60.00
Mike's Electronics Inc	Services Call to Emerald Park Lift	296.85
Neuroth Kevin	Garbage Service May 2015	62.75
North Lake Truck Repair	Door Handle Latch	36.04
Northern Balance/Scale Inc	Services & Calibrations	167.00
Pilot Tribune	Wastewater Ad	48.00
Recycle Center Harold Rowley	Disposal of Waste	23.46
Recycle Center Harold Rowley	Disposal of Waste	15.64
Star Energy, LLC	Fuel May 2015	405.32
Storm Lake Times The	May 2015 Publications	31.27
US Peroxide, LLC	Facility & Maintenance Services	750.00

Wastewater Treatment Plant

Department Total = 4,835.27

Wastewater Collection

Eriksen Construction Co, Inc	Pay Estimate #19 of Contract #4 through 5/31/2015	46,925.77
Eriksen Construction Co, Inc	Pay Estimate #19 of Contract #4 through 5/31/2015	6,256.77
Eriksen Construction Co, Inc	Pay Estimate #19 of Contract #4 through 5/31/2015	9,385.16
Ferguson Enterprises Inc	Sewer Caps	56.26
Gridor Construction, Inc	Pay Estimate #26 of Contract #5 through 5/31/2015	50,302.50
Gridor Construction, Inc	Pay Estimate #26 of Contract #5 through 5/31/2015	6,707.00
Gridor Construction, Inc	Pay Estimate #26 of Contract #5 through 5/31/2015	10,060.50
H & W Contracting LLC	Pay Estimate #11 of Contract #3 through 5/29/2015	2,538.28
H & W Contracting LLC	Pay Estimate #11 of Contract #3 through 5/29/2015	338.44
H & W Contracting LLC	Pay Estimate #11 of Contract #3 through 5/29/2015	507.65
Lundell Construction Co. Inc.	Outlet Repairs to Howard Road	193.50
Lundell Construction Co. Inc.	Rock	274.21
Menards Inc	Post Kit	66.98
Menards Inc	Fence & Gate	3,025.92
Star Energy, LLC	Fuel May 2015	125.46

Wastewater Collection

Department Total = 136,764.40

Landfill

Accela, Inc #774375	Online Payments- May 2015	139.50
Bomgaars Supply, Inc	Straps & Tarp	209.78
Bucheli Harley	Advertising	200.00
North Central Correctional Facility	Offenders Labor	95.00
Purchase Power	Postage June 1, 2015	4.70
Qualified Presort Service, LLC	Final Bill	3.24
Qualified Presort Service, LLC	Monthly Statements	397.09
Qualified Presort Service, LLC	ACH Statements	93.05
Qualified Presort Service, LLC	Past Due Notices	66.79
Qualified Presort Service, LLC	ACH Final Bill	0.57

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

Checks for Approval Report

From: 06/02/15 To 06/15/15
User: tyler.gibbins

Landfill

Department Total = 1,209.72

Storm Water Administration

Accela, Inc #774375	Online Payments- May 2015	139.50
Genesis Development	Janitorial Services May 2015	200.00
Havens & Havens	Legal Services May 2015	175.00
Qualified Presort Service, LLC	Past Due Notices	66.80
Qualified Presort Service, LLC	ACH Statements	93.05
Qualified Presort Service, LLC	Monthly Statements	397.08
Qualified Presort Service, LLC	Final Bill	3.25
Qualified Presort Service, LLC	ACH Final Bill	1.12

Storm Water Administration

Department Total = 1,075.80

Storm Water Collection

Bolton & Menk, Inc	Services through 5/14/2015	3,265.00
Bomgaars Supply, Inc	Hose & Supplies	8.98
Conservation Design Forum	Green Infrastructure P & D April 2015	1,500.00
Foundation Analytical Laboratory Inc	May 2015 Testing	760.00
Geisinger Family Trust Richard J Geisinger & Barbara	NC SW Project Easement 2015	23,250.00
Geisinger Family Trust Richard J Geisinger & Barbara	5/15/2015 Crop Damage	2,143.50
Havens & Havens	Legal Services May 2015	1,099.60
Healy John J.	Pay Est #2 of Expansion Blvd Storm Water Improv	67,907.66
McKenna Farms, Inc J.F.	NC SW Easement 2015	32,770.00
OMG Midwest, Inc	Concrete- Hyland Dr Storm Sewer	114.00
Reinert Michael P	Monument Stand	365.00
Simmering-Cory Inc	30% of Contract Amount Second 50% of 2nd Milestor	3,000.00

Storm Water Collection

Department Total = 136,183.74

Street Cleaning

Star Energy, LLC	Fuel May 2015	341.65
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Street Cleaning

Department Total = 341.65

Insurance

Auxiant - Claims Account	6/8/2015 Claims	17,694.72
Auxiant - Flex Account	6/3/2015 Flex Claims	23.70

Insurance

Department Total = 17,718.42

UNAVAILABLE

Johnson Kelly	May 2015 Punches & Discounts	500.45
Salus LLC	May 2015 Memberships	220.00
Wellness Council of America	WELCOA Membership- FY 2016	395.00

UNAVAILABLE

Department Total = 1,115.45

Vehicle Maintenance

Arnold Motor Supply, LLP	Wire	202.93
Arnold Motor Supply, LLP	Supplies	10.90
Arnold Motor Supply, LLP	Supplies	23.99
Arnold Motor Supply, LLP	Supplies	5.99

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

Checks for Approval Report

From: 06/02/15 To 06/15/15
User: tyler.gibbins

Fastenal Company	Supplies	22.23
Reinert Michael P	Tap	66.56
Storm Lake Hydraulics Co Inc	Needle Valve	102.49

Vehicle Maintenance	Department Total =	435.09
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Technology		
Havens & Havens	Legal Services May 2015	816.66
Rebnord Technologies Inc	2 Factor Auth	375.00
Rebnord Technologies Inc	My AntiSpam	75.00
Rebnord Technologies Inc	IT Service Agreement	3,200.00
Rebnord Technologies Inc	Water Quality Computers	150.00
Rebnord Technologies Inc	Water Quality Networking	200.00
Scherrin, Inc	Bore @ KP & LEC Building	11,581.00
Storm Lake Times The	May 2015 Publications	23.20

Technology	Department Total =	16,420.86
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Grand Total =	831,108.60
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King's Pointe Resort
Disbursements 5/27/2015 through 6/9/2015

Vendor Name	Description	Amount
Ace Hardware Inc. (2)	supplies	19.19
Alpha Wireless	supplies	2,080.00
American Red Cross National	supplies	105.00
Ameripride Services (2)	supplies	1,009.19
Ameri-Tech Industrial Inc.	supplies	224.71
Arnold Motor Supply	supplies	43.97
Bomgaars Supply Inc.	supplies	157.74
Buena Vista Stationery (2)	supplies	458.29
Burke Engineering Sales Co.	supplies	573.66
Capital Sanitary Supply Co.	supplies	494.23
Cedar Valley Bank & Trust	payment	1,056.86
Cenaiko Productions Inc.	supplies	575.00
City of Storm Lake (2)	water	6,600.67
Color-ize (2)	supplies	578.24
Continental Fire Sprinkler	supplies	1,225.00
Convergence LLC	supplies	75.00
Copper Cottage	supplies	245.00
Ecolab Center	supplies	260.46
Expedia Inc.	commission	347.49
Fastenal Company	supplies	67.24
Ferguson Enterprises, Inc. (2)	supplies	735.65
First National Bank - Omaha	credit card payments	822.00
Ganz USA LLC	supplies	409.06
Garbage Hauling Service	garbage service	336.90
Graphic Edge Inc.	supplies	3,151.27
Hamco Walker Paper Company	supplies	62.95
Hawk-I Electric Inc.	service	2,785.00
Hobart Sales & Service	supplies	353.76
Hy-Vee Food Stores (2)	food	399.56
Midamerican Energy Company	utilities	113.43
Iowa Office Supply, Inc. (2)	supplies	1,098.88
J Dan Skinner.com, Inc.	supplies	13.25
Julius Cleaners (2)	cleaning	12.40
Kineth Hotel Corporation (3)	payroll/mgt. fee/employee benefits	106,423.24
Media USA Advertising Inc.	advertising	680.00
Pepsi-Cola Bottling Co. (2)	beverages	1,350.30
Pinnacle West, LLC	supplies	125.00
Rent-All Inc.	rentals	173.00
Revinat Inc.	supplies	45.00
Sceptre Hospitality Resources	supplies	789.95
Continuum Retail Energy Service	utilities	1,723.30
Storm Lake Hydraulics Co. Inc.	supplies	11.70
Sysco Guest Supply LLC	supplies	2,415.14
Treasurer State of Iowa	sales tax	16,400.00
UPS (2)	shipping	48.47
US Foods (2)	food	16,620.94
Vast Broadband (2)	cable/phone	3,399.44
Vizergy	web site maintenance	2,060.00
Water Safety Products Inc. (2)	supplies	4,044.50
Al's Liquor	beverages	329.06
Doll Distributing LLC	beverages	659.10
Glazer's Distributors	beverages	226.95
Johnson Brothers/ Iowa Wine & Bev	beverages	697.92
Misc. POA Disbursements (6)	disbursements	1,217.86
	Total	185,931.92

Sunrise Pointe Golf Course
Disbursements 5/27/2015 through 6/9/2015

Ace Hardware	supplies	9.20
Fastenal Company	supplies	67.24
Ferguson Enterprises, Inc. #520 (2)	supplies	735.65
Hawk-I Electric Inc.	repairs	2,785.00
Kineth Hotel Corporation	payroll	3,918.43
Rent-All Inc.	rental	141.00
Storm Lake Hydraulics Co Inc.	supplies	11.70
	Totals	7,668.22

These are Draft Minutes Subject to Final Council Approval

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, JUNE 1, 2015, 5:00 P.M.

Present: Mayor Jon Kruse, Council Members Dan Anderson, Mike Porsch, and Bruce Engelmann. Absent: Sara Huddleston and David Walker. Staff present: City Manager Jim Patrick, City Attorney Phil Havens, Public Safety Director Mark Prosser, Building Official Scott Olesen, Infrastructure Superintendent Pat Kelly, Project Manager/Community Development Director Mike Wilson, Library Director Elizabeth Huff, 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 Engelmann to approve the consent agenda which checks #49196 through #49317, minutes from the May 18, 2015 council meeting, liquor license renewals for La Juanita and Walgreens, 5-day liquor license for Storm Lake United for Ragbrai beginning July 18, 2015, cigarette permit for Al's Liquors, Casey's West & Flindt Drive, Dollar General, Dyno's, Fareway Stores, Hy-Vee Food Store, Midtown Liquor, Murphy USA, One Stop Shop, Star Video, Walgreens, and Wal Mart.

Also included on the consent agenda approval of easements for the Downtown Façade Project for the following addresses: 505 Lake Avenue, 506 Lake Avenue, 507 Lake Avenue, 524 Lake Avenue, 608 Lake Avenue, 613 Lake Avenue, 619 Lake Avenue, 615 Lake Avenue, and 521 Lake Avenue. Noise variance for Faith, Hope and Charity on Friday, June 19, 2015 between the hours of 7:30pm and 1:00am at the Sunrise Pointe Golf Course. No parking variance for the Tornado Classic Softball Tournament on the south side of W. 10th Street from Vestal Street east to 9th Street Park Playground on Friday, July 3, 2015 between the hours of 8:00am and 8:00pm. Appointment of Tyrone Sims to the Library Board. Seconded by Council Member Anderson. Vote: All ayes with Council Member Huddleston and Walker absent. Motion carried.

Ridiculous Days – Moved by Council Member Porsch to adopt Resolution No. 140-R-2014-2015 approving the requests from Storm Lake United for Ridiculous Days scheduled for July 16th through July 19th. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Huddleston and Walker absent. Motion carried.

RESOLUTION NO. 140-R-2014-2015

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA TO AUTHORIZE THE FOLLOWING FOR THE 2015 STORM LAKE UNITED RIDICULOUS DAYS EVENTS

To approve closing the 600 block of Lake Avenue and the 1st half of the 100 block of East and West 6th Street (to the alley) on Thursday, July 16, 2015 and Sunday, July 19, 2015 between the hours of 3:00pm and 9:00pm.

To further approve sidewalk sales from 8:00am Thursday, July 16, 2015 until 5:00pm on Sunday, July 19, 2015.

To further approve street vending and sales on Thursday, July 16, 2015 between the hours of 4:00pm and 7:00pm and on Sunday, July 19, 2015 between the hours of 4:00pm and 7:00pm.

To further approve a noise variance for the downtown Central Business District on Thursday, July 16, 2015 and Sunday, July 19, 2015 between the hours of 3:00pm and 10:00pm.

PASSED AND APPROVED this 1st day of June 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Hwy 7 Widening Project – Moved by Council Member Anderson to adopt Resolution No. 141-R-2014-2015 awarding the bid to Blacktop Services for the Widening and Resurfacing of Highway 7 Northwestern Drive to Barton Street Project. Bid amount \$996,780.54. Seconded by Council Member Porsch. Vote: All ayes with Council Member Huddleston and Walker absent. Motion carried.

RESOLUTION NO. 141-R-2014-2015

RESOLUTION ACCEPTING AND AWARING BID FOR THE CITY OF STORM LAKE WIDENING AND RESURFACING OF HIGHWAY 7 NORTHWESTERN DRIVE TO BARTON STREET PROJECT

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

Section 1. That the following bid for the construction of certain public improvements described in general as the City of Storm Lake Widening and Resurfacing of Highway 7 Northwestern Drive to Barton Street Project, described in the plans and specifications heretofore adopted by this Council on February 2, 2015 be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor:	Blacktop Services, Humboldt
Amount of bid:	\$996,780.54
Portion of bid:	All

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

PASSED AND APPROVED this 1st day of June 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Fiber Project – Mayor Kruse opened the public hearing on the plans, specifications and form of contract on the Fiber Project stating that this was the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Moved by Council Member Engelmann to adopt Resolution No. 142-R-2014-2015 approving the plans, specifications and form of contract for the Fiber Optic Line Alignment. Seconded by Council Member Anderson. Vote: All ayes with Council Member Huddleston and Walker absent. Motion carried.

RESOLUTION NO. 142-R-2014-2015

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE CITY OF STORM LAKE, FIBER OPTIC LINE ALIGNMENT

WHEREAS, the plans, specifications, form of contract and estimate of cost were filed with the CITY for the construction of certain public improvements described in general as the Fiber Optic Line Alignment; and

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

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

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

PASSED AND APPROVED this 1st day of June 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Sales Tax Revenue Bonds – Mayor Kruse opened the public hearing on the plans, specifications and form of contract on the issuance of \$3,500,000 Sales Tax Increment Revenue Bonds 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 Porsch to adopt Resolution No. 143-R-2014-2015 instituting proceedings to take additional action for the issuance of not to exceed \$3,500,000 Sales Tax Increment Revenue Bonds. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Huddleston and Walker absent. Motion carried.

RESOLUTION NO. 143-R-2014-2015

**RESOLUTION INSTITUTING PROCEEDINGS TO
TAKE ADDITIONAL ACTION FOR THE ISSUANCE
OF NOT TO EXCEED \$3,500,000 SALES TAX
INCREMENT REVENUE BONDS (UNLIMITED
PROPERTY TAX-SUPPORTED)**

WHEREAS, pursuant to notice published as required by law, a public meeting and hearing has been held upon the proposal to institute proceedings for the issuance of not to exceed \$3,500,000 Sales Tax Increment Revenue Bonds (Unlimited Property Tax-Supported) 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 Stormwater projects; and the extent of objections received from residents or property owners as to the proposed issuance of bonds has been fully considered; and, accordingly 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, STATE OF IOWA:

Section 1. That this governing body does hereby institute proceedings and takes additional action for the sale and issuance in the manner required by law of not to exceed \$3,500,000 Sales Tax Increment Revenue Bonds (Unlimited Property Tax-Supported) for

the foregoing purpose.

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

Section 3. The Clerk is authorized and directed to proceed on behalf of the City with the sale of bonds, to select a date for the sale thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and otherwise to take all action necessary to permit the sale of the bonds on a basis favorable to the City and acceptable to this governing body.

PASSED AND APPROVED this 1st day of June, 2015.

Jon F. Kruse, Mayor

ATTEST:

City Clerk

Storm Water Revenue Capital Loan Notes – Moved by Council Member Anderson to adopt Resolution No. 144-R-2014-2015 setting July 6, 2015 for a public hearing on the authorization of a loan agreement and the issuance of not to exceed \$750,000 Storm Water Revenue Capital Loan Notes. Seconded by Council Member Porsch. Vote: All ayes with Council Member Huddleston and Walker absent. Motion carried.

RESOLUTION NO. 144-R-2014-2015

RESOLUTION FIXING DATE FOR A MEETING ON
THE AUTHORIZATION OF A LOAN AGREEMENT
AND THE ISSUANCE OF NOT TO EXCEED \$750,000
STORM WATER REVENUE CAPITAL LOAN NOTES
OF STORM LAKE, IOWA

WHEREAS, it is deemed necessary and advisable that the City of Storm Lake, Iowa should provide for the authorization of a Loan Agreement and the issuance of Storm Water Revenue Capital Loan Notes, in the amount of not to exceed \$750,000, as authorized by Sections 384.24A and 384.84A, Code of Iowa, as amended, for the purpose

of providing funds to pay costs as hereinafter described; and

WHEREAS, the population of the City is between 5,000 and 75,000 and the projects to be financed by the Notes are estimated at more than \$1,500,000; and

WHEREAS, the Loan Agreement and Note shall be payable solely and only out of the Net Revenues of the Storm Water Utility and shall be a first lien on the future Net Revenues of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Loan Agreement and Notes; and

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

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

Section 1. That this Council meet in the Council Chambers, City Hall, Storm Lake, Iowa, at 5:00 o'clock P.M., on the 6th day of July, 2015, for the purpose of taking action on the matter of 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 thereunder, the proceeds of which will be used to provide funds to pay the 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.

Section 2. That the Clerk is hereby directed to cause at least one publication of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City the publication to be not less than thirty (30) clear days before the date of said public meeting on the issuance of the Note.

Section 3. The form notice of the proposed action in substantially the following form is hereby ratified and approved:

NOTICE OF MEETING OF THE CITY COUNCIL OF
THE CITY OF STORM LAKE, IOWA ON THE
MATTER OF THE PROPOSED AUTHORIZATION OF
A LOAN AGREEMENT AND THE ISSUANCE OF NOT
TO EXCEED \$750,000 STORM WATER REVENUE
CAPITAL LOAN NOTES, AND THE PUBLIC

HEARING ON THE AUTHORIZATION AND
ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Council of the City of Storm Lake, Iowa, will hold a public hearing on the 6th day of July, 2015, at 5:00 o'clock P.M., in the Council Chambers, City Hall, Storm Lake, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$750,000 Storm Water Revenue Capital Loan Notes, at a rate not exceeding 8%, to evidence the obligations of the City under said Loan Agreement, in order to provide funds to pay the 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. The Note will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Storm Water System. Pursuant to Section 3-10-6 of the Storm Lake Municipal Code, Storm Water Utility service charges are imposed upon and collected from the owners or occupants of all lots, parcels of real estate and buildings that discharge storm water or surface or subsurface waters to the City's Storm Water Utility system. Flat rates will be charged for each "equivalent residential unit" (ERU) by class, including single-family residential property, duplex, multi-family residential property, condominiums, and mobile park homes. Commercial, industrial, and institutional properties shall be charged based upon measured uses, calculated by taking the estimated impervious surface area of the property divided by 2,750 square feet to establish the number of ERUs, rounded to the next lowest whole number, not less than one. Rates per ERU are \$4.00, which may be adjusted from time to time.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the City, may be filed with the Clerk of the City, including the drop box at City Hall during non-business hours, in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Section 384.84A of the Code of Iowa.

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

This Notice is given by order of the Council of Storm Lake, Iowa, as provided by Sections 384.24A and 384.84A of the Code of Iowa, as amended.

Dated this _____ day of _____, 2015.

City Clerk of Storm Lake, Iowa

(End of Notice)

PASSED AND APPROVED this 1st day of June, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

GO Capital Loan Notes – Moved by Council Member Porsch to adopt Resolution No. 145-R-2014-2015 setting June 15, 2015 for a public hearing on the authorization of a loan agreement and the issuance of not to exceed \$1,500,000 General Obligation Capital Loan Notes. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Huddleston and Walker absent. Motion carried.

RESOLUTION NO. 145-R-2014-2015

RESOLUTION FIXING DATE FOR A MEETING ON
THE AUTHORIZATION OF A LOAN AGREEMENT
AND THE ISSUANCE OF NOT TO EXCEED \$1,500,000
GENERAL OBLIGATION CAPITAL LOAN NOTES OF
THE CITY OF STORM LAKE, STATE OF IOWA (FOR
ESSENTIAL CORPORATE PURPOSES), AND
PROVIDING FOR PUBLICATION OF NOTICE
THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Storm Lake, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$1,500,000, as authorized by Sections 384.24A and 384.25, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate purpose project(s) as hereinafter described; and

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

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

such action.

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

That this Council meet in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 5:00 P.M., on the 15th day of June, 2015, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$1,500,000 General Obligation Capital Loan Notes, for essential corporate purposes, the proceeds of which notes will be used to provide funds to pay the costs of construction, reconstruction and repair of street improvements; construction, reconstruction, repair and improvement of works and facilities useful for: the collection, treatment and disposal of sewage and industrial waste, waterworks, water mains, and extensions useful for providing potable water, and improvement of waterways useful for the protection of property from the effects of flood waters, including project costs related to the North Central Storm Water project.

To the extent any of the projects or activities described in this resolution may be reasonably construed to be included in more than one classification under Division III of Chapter 384 of the Code of Iowa, the Council hereby elects the "essential corporate purpose" classification and procedure with respect to each such project or activity, pursuant to Section 384.28 of the Code of Iowa.

The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the City's obligations to a principal amount of not to exceed \$1,500,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

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

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

(To be published on or before: June 9, 2015)

NOTICE OF MEETING OF THE CITY COUNCIL OF
THE CITY OF STORM LAKE, STATE OF IOWA, ON
THE MATTER OF THE PROPOSED AUTHORIZATION
OF A LOAN AGREEMENT AND THE ISSUANCE OF

NOT TO EXCEED \$1,500,000 GENERAL OBLIGATION
CAPITAL LOAN NOTES OF THE CITY (FOR
ESSENTIAL CORPORATE PURPOSES), AND THE
HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Storm Lake, State of Iowa, will hold a public hearing on the 15th day of June, 2015, at 5:00 P.M., in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$1,500,000 General Obligation Capital Loan Notes, for essential corporate purposes, to provide funds to pay the costs of construction, reconstruction and repair of street improvements; construction, reconstruction, repair and improvement of works and facilities useful for: the collection, treatment and disposal of sewage and industrial waste, waterworks, water mains, and extensions useful for providing potable water, and improvement of waterways useful for the protection of property from the effects of flood waters, including project costs related to the North Central Storm Water project. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

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

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

Dated this _____ day of _____, 2015.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

PASSED AND APPROVED this 1st day of June, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Budget Amendment – Moved by Council Member Porsch to set June 15, 2015 for a public hearing on a proposed FY 2014-2015 Budget Amendment. Seconded by Council Member Anderson. Vote: All ayes with Council Member Huddleston and Walker absent. Motion carried.

Sidewalk Ordinance – Moved by Council Member Engelmann to pass on 2nd Reading Ordinance No. 09-O-2014-2015 Amending Chapter 10-1 “Sidewalk Regulations”. Seconded by Council Member Porsch. Vote: All ayes with Council Member Huddleston and Walker absent. Motion carried.

Rental Ordinance – Moved by Council Member Anderson to pass on 2nd Reading Ordinance No. 10-O-2014-2015 amending Chapter 5-8 “Housing Code”. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Huddleston and Walker absent. Motion carried.

Taxi Agreements – Moved by Council Member Porsch to approve agreements with Storm Lake Cab and Rides for transit services. Seconded by Council Member Anderson. Vote: All ayes with Council Member Huddleston and Walker absent. Motion carried.

Spoil Site Lease – Moved by Council Member Anderson to approve a lease agreement with the Lake Improvement Commission for the spoil site land. Seconded by Council Member Porsch. Vote: All ayes with Council Member Huddleston and Walker absent. Motion carried.

Housing Rehabilitation – Moved by Council Member Engelmann to adopt Resolution No. 146-R-2014-2015 approving change order #2 to the contract for the Housing Rehabilitation Project #2014-2. Change order is a deduction of \$1,323.28 to the contract. Total contract cost after change order is \$24,173.63. Seconded by Council Member Porsch. Vote: All ayes with Council Member Huddleston and Walker absent. Motion carried.

RESOLUTION NO. 146-R-2014-2015

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

To approve Change Order #2 to the contract with K & M Construction for the Housing Rehabilitation Project #2014-2 with the following changes:

- Extending the contract completion date on the project to May 31, 2015
- It was not necessary to blow more insulation in side walls – Deduct \$1,323.28

Total cost of change order #2 is a deduction of \$1,323.28 to the contract. Total contract cost after change order #2 is \$24,173.63.

PASSED AND APPROVED this 1st day of June 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Moved by Council Member Engelmann to adopt Resolution No. 147-R-2014-2015 approving the final acceptance of Housing Rehabilitation Project #2014-2. Final contract amount is \$24,173.63. Seconded by Council Member Anderson. Vote: All ayes with Council Member Huddleston and Walker absent. Motion carried.

RESOLUTION NO. 147-R-2014-2015

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 K & M Construction Storm Lake, IA with regard to the Housing Rehabilitation Project #2014-2, 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 \$24,173.63.

PASSED AND APPROVED this 1st day of June 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

WWTP HVAC – Moved by Council Member Anderson to adopt Resolution No. 148-R-2014-2015 awarding the bid and approving the contract with Holstein Electric for the Wastewater Treatment Plant Control Building HVAC System Project. Bid amount

\$59,225.00. Seconded by Council Member Porsch. Vote: All ayes with Council Member Huddleston and Walker absent. Motion carried.

RESOLUTION NO. 148-R-2014-2015

RESOLUTION ACCEPTING AND AWARDING THE QUOTE FOR THE CITY OF STORM LAKE WASTEWATER TREATMENT PLANT CONTROL BUILDING HVAC SYSTEM PROJECT

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

Section 1. That the following quote for the construction of certain public improvements described in general as the City of Storm Lake Wastewater Treatment Plant Control Building HVAC System Project, be and is hereby accepted, the same being the lowest responsible quote received for said work, as follows:

Contractor:	Holstein Electric, Holstein, Iowa
Amount of quote:	\$59,225.00
Portion of quote:	All

Section 2. That the Mayor is hereby directed to sign the contract with the contractor for the construction of said public improvements.

PASSED AND APPROVED this 1st day of June, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

North Central Storm Water Project – Moved by Council Member Englemann to authorize the purchase of land and easements with the Gutz Family, Geisinger Family and McKenna Family for the North Central Storm Water Project. Total cost of all the easements and land purchases is a total of \$114,070.00. Seconded by Council Member Anderson. Vote: All ayes with Council Member Huddleston and Walker absent. Motion carried.

Moved by Council Member Porsch to adopt Resolution No. 149-R-2014-2015 awarding the bid to H & W Contracting for the North Central Storm Water Project. Bid amount \$2,790,031.05. Seconded by Council Member Anderson. Vote: All ayes with Council Member Huddleston and Walker absent. Motion carried.

RESOLUTION NO. 149-R-2014-2015

**RESOLUTION ACCEPTING AND AWARING BID FOR THE CITY OF
STORM LAKE NORTH CENTRAL STORM WATER PROJECT**

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

Section 1. That the following bid for the construction of certain public improvements described in general as the City of Storm Lake North Central Storm Water Project, described in the plans and specifications heretofore adopted by this Council on April 20, 2015 be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor:	H & W Contracting, LLC – Sioux Falls, SD
Amount of bid:	\$2,790,031.05
Portion of bid:	All

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

PASSED AND APPROVED this 1st day of June 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Moved by Council Member Engelmann to adopt Resolution No. 150-R-2014-2015 approving the contract with H & W Contracting for the North Central Storm Water Project. Amount of contract \$2,790,031.05. Seconded by Council Member Porsch. Vote: All ayes with Council Member Huddleston and Walker absent. Motion carried.

RESOLUTION NO. 150-R-2014-2015

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as North Central Storm Water Project and as described in detail in the plans and specifications heretofore

approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: H & W Contracting, LLC, Sioux Falls, SD
Date of Contract: June 1, 2015
Bond Surety: Merchants Bonding Co.
Date of Bond: June 1, 2015
Portion of Project: All

PASSED AND APPROVED this 1st day of June, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Vilas Road Repair – Moved by Council Member Anderson to adopt Resolution No. 151-R-2014-2015 awarding the bid and approving the contract with Smith Concrete Services for the Vilas Street Repair. Seconded by Council Member Porsch. Vote: All ayes with Council Member Huddleston and Walker absent. Motion carried.

RESOLUTION NO. 151-R-2014-2015

RESOLUTION ACCEPTING AND AWARDING THE BID FOR THE CITY OF STORM LAKE VILAS STREET REPAIR

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

Section 1. That the following bid for the construction of certain public improvements described in general as the City of Storm Lake Vilas Street Repair, be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: Smith Concrete Services, Storm Lake, Iowa
Amount of quote: \$58,486.15
Portion of quote: All

Section 2. That the Mayor is hereby directed to sign contract with the contractor for the construction of said public improvements.

PASSED AND APPROVED this 1st day of June, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

City Hall Parking Lot Project – Moved by Council Member Porsch to adopt Resolution No. 152-R-2014-2015 accepting the quote of Schoon Construction & Excavation, LLC and authorize the Mayor to sign the agreement with Schoon Construction for the City Hall Parking Lot Improvement Project. Amount of quote \$50,870.70. Seconded by Council Member Anderson. Vote: All ayes with Council Member Huddleston and Walker absent. Motion carried.

RESOLUTION NO. 152-R-2014-2015

RESOLUTION ACCEPTING AND AWARDING THE QUOTE FOR THE CITY OF STORM LAKE CITY HALL PARKING LOT IMPROVEMENTS PROJECT

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

Section 1. That the following quote for the construction of certain public improvements described in general as the City of Storm Lake City Hall Parking Lot Improvements Project, be and is hereby accepted, the same being the lowest responsible quote received for said work, as follows:

Contractor: Schoon Construction & Excavation, LLC, Cherokee, Iowa
Amount of quote: \$50,870.70
Portion of quote: All

Section 2. That the Mayor is hereby directed to sign the contract with the contractor for the construction of said public improvements.

PASSED AND APPROVED this 1st day of June, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Adjourn – Moved by Council Member Porsch to adjourn the meeting at 5:46pm. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Huddleston and Walker absent. Motion carried.

Jon F. Kruse, Mayor

ATTEST: Justin Yarosevich, City Clerk



Iowa Department of Revenue
<https://tax.iowa.gov>

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

For period July 1, 20 15 through June 30, 20 15

PLEASE TYPE OR PRINT LEGIBLY

Please mail this completed application to your local jurisdiction.
If you have any questions call your city clerk (within city limits) or
your county auditor (outside city limits).

I/we hereby make application for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business information:

Trade Name/DBA: Sichanh INC A Sam Foei market
Physical Location Address: 812 FLINDT DR City: STORM LAKE ZIP: 50588
Mailing Address: 812 FLINDT DR City: STORM LAKE State: IA ZIP: 50588
Business Phone Number: (712) 732 4416

Legal Owner Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐

Legal Owner: Sichanh INC
(Name of sole proprietor, partnership, corporation, LLC, or LLP)

Mailing Address: 812 FLINDT DR City: STORM LAKE State: IA ZIP: 50588

Phone Number: (712) 732 4416 Fax Number: (712) 732 7821 Email: _____

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

Does the Establishment sell vapor products/alternative nicotine products only? Yes ☐ No ☐

Type of Establishment

Bar ☐ Convenience store/gas station ☐ Drug store ☐ Hotel/motel ☐ Liquor store ☐
Restaurant ☐ Tobacco store ☐ Alternative nicotine/vapor store ☐
Has vending machine that assembles cigarettes ☐ Other ☒ grocery store

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

SIGNATURE OF OWNER, PARTNER(S), OR CORPORATE OFFICIAL

Name (please print) John Khamphavong Name (please print) _____

Signature [Signature] Signature _____

Date 6/1/15 Date _____

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

Amount Paid: 75⁰⁰
Date issued _____ New ☐
Permit Number _____ Renewal ☒

Please send completed/approved copy to:
Iowa Department of Commerce, Alcoholic Beverages Division
Name of Issuing City or County _____

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: June 10, 2015

REFERENCE: LIQUOR LICENSE RENEWAL
HY-VEE
1250 N LAKE AVE

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

	6-11-2013 to 6-9-2014	6-10-2014 to 6-8-2015
INCIDENTS		
9-1-1 Hang-Up	1	3
Accident	9	2
Ambulance Assist	2	2
Animal Complaint	3	0
Arrest	1	0
Burglar Alarm	0	1
Business Assist	1	2
Business Security	73	111
Child Abuse	1	2
Citizen Assist	5	0
Citizen Complaint	1	0
City/County Department Assist	224	133
City Code Enforcement	0	2
Civil Standby	0	1
Criminal Mischief	1	0
Drug Investigation	1	1
General Information	1	1
Harassment	1	0
Hit and Run	2	1
Interpretation	1	1
Keys Locked In Car	16	12
Law Department Assist	1	1
Motorist Assist	3	2
Parking Complaint	1	1
Pedestrian Stop	1	0

PR/Talk/Presentation	11	14
Reckless Driver Complaint	6	3
Station Assignment	28	30
Street Beat	34	70
Suspicious Activity	1	0
Suspicious Vehicle	0	1
Theft	6	1
Traffic Control	1	0
Vehicle Stop	38	23
Warrant Service	1	0
Welfare Check	2	3

ARREST

Contempt of Court	14	0
Forgery	1	0
Providing False ID Information	1	0
Sell Tobacco to Underage Indiv	0	1
Theft 5th	1	1

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: JUNE 10, 2015

REFERENCE: LIQUOR LICENSE RENEWAL
LA PERLA
200 E. RAILROAD

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

5-8-2014 to
5-8-2015

INCIDENTS

Bar Check	54
Burglar Alarm	1
Business Security	22
Citizen Assist	1
City/County Department Assist	1
Fight	1
Gun Call/Gun Shots	1
Intoxicated Pedestrian	3
Law Department Assist	2
Station Assignment	2
Wants/Warrants Check	3

ARRESTS

Assault	1
Disorderly Conduct	4
Domestic Abuse Assault	1
Interference With Official Acts	2
Operating While Intoxicated	1
Public Intoxication	4
Sell Alcohol to Minor	1

Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: JUNE 10, 2015

REFERENCE: LIQUOR LICENSE RENEWAL
PIZZA HUT
115 E MILWAUKEE AVE

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 6-09-2014	6-10-2014 to 6-8-2015
INCIDENTS		
Accident	3	0
Animal Call	1	0
Business Assist	1	1
Business Security	122	98
Citizens Assist	2	0
City/Co Dept Assist	1	0
City Code Enforcement	0	1
Found Property	0	1
General Information	1	0
Harassment	0	1
Keys Locked In Car	4	4
Motorist Assist	2	1
Open Window/Door	2	1
Pedestrian Stop	2	1
PR/Talk/Presentation	3	1
Reckless Driver	1	0
Registration Check	0	1
Station Assignment	1	2
Street Beat	5	0
Suicide Threat	1	0
Theft	1	1
Vehicle Stop	5	7
Warrant Service	2	0

ARRESTS

Mittimus	1	0
Prostitution	0	0
Theft	0	0
Trespass	1	0

Recommendation: Approval of liquor license.

Staff Summary

6/15/2015

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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion Approving Easement For North Central Storm Water Project**

BACKGROUND: Attached is the final easement that is needed for the North Central Storm Water Project from Jeff Hultgren. The easement provides the City with access to a portion of his land on the east side where a large gully exists. The City is responsible for removal of all trees in this area and to fill the area with dirt and then seed over.

The easement contains two portions one is a temporary construction easement for the removal of the trees and the placement of the fill dirt. The other is a permanent easement on the far east side measuring 10 feet in width and running the length of the property for the future construction of a walking/biking trail.

FISCAL IMPACT: There is no monetary consideration with this easement.

RECOMMENDATION: Approve the Consent Agenda and the Easement - Authorize the Mayor to Sign

ATTACHMENTS:

Description	Type
 Hultgren Easement	Backup Material

Return To: Havens and Havens, P.O. Box 426, Storm Lake, IA 50588

Preparer: Philip E. Havens, Havens and Havens, P.O. Box 426, Storm Lake, IA 50588

**AGREEMENT REGARDING LOT SIX, BLOCK ONE OF GEISINGER'S
COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA**

This is an agreement (the "Agreement") between and among Hultgren Implement, Incorporated, also known as Hultgren Implement, Inc., an Iowa corporation (the "Owner") and the City of Storm Lake, Iowa, an Iowa municipal corporation (the "City").

Recitals

The Owner owns real estate in Buena Vista County, Iowa described as Lot Six (6), Block One (1) of Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa (the "Real Estate").

The Real Estate is essentially a deep gully or ditch relative to the surrounding land. The City needs an area on which to deposit dirt removed from other areas in making improvements that are part of the City's North Central Storm Water Project. The Owner desires to have soil and dirt deposited on the Real Estate to reduce the size of the gully or ditch and to have all trees removed from the Real Estate so that the Real Estate is more usable for the Owner's purposes. The City would like to place dirt and soil on the Real Estate and is willing to remove the trees from the Real Estate.

The City also needs to install and maintain a subsurface storm water pipe on the Real Estate as part of the North Central Storm Water Project. The Owner is willing to grant to the City a permanent easement on part of the Real Estate for such purpose. The City also desires to acquire a permanent easement on the east fifteen feet of the Real Estate for the purpose of constructing and maintaining a hard surface trail for public use. The Owner is willing to convey such an easement to the City for such purpose, pursuant to the terms and conditions of this Agreement. Finally, the City needs a temporary construction and access easement over all of the Real Estate during the period in which the City is engaged in its North Central Storm Water Project. The Owner is willing to convey such a temporary easement to the City, pursuant to the terms and conditions of this Agreement.

Terms of Agreement

Now, therefore, in consideration of the mutual promises, assurances, and covenants contained in this Agreement, the Owner and the City agree as follows:

Section 1. Grant of Rights to Remove Trees and Deposit Soil. City, its employees, agents, and contractors, may remove trees from the Real Estate and deposit soil and dirt on the Real Estate in accordance with the terms of this Agreement and shall have access to all of the Real Estate for such purposes from the date on which City and Owner shall have signed this Agreement until the termination of the Temporary Construction and Access Easement as set forth in Section 3 (b) below. The City's use of the Real Estate for such purposes shall not interfere with the Owner's use of Lot One (1), Block One (1), of Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa. The City may use all machinery and equipment on the Real Estate reasonably necessary for moving dirt and soil and removing trees. Owner shall not use the Real Estate in any way that will interfere with City's removal of trees from the Real Estate or disposal of dirt and soil on the Real Estate. During the period in which City's rights under this Section 1 exist, Owner shall not plant any new trees on the Real Estate.

Section 2. Additional Terms Regarding Section 1 Rights. In depositing soil and dirt on the Real Estate, the City, its employees, agents, and contractors shall not fill the Real Estate beyond a point where the surface of the Real Estate, after the settling of the soil and dirt, will be approximately level with surrounding land. However, the City shall not be obligated to fill the Real Estate with enough dirt or soil to make the Real Estate level with surrounding land. The dirt and soil disposed of on the Real Estate shall be excess dirt and soil from the City's North Central Storm Water Project. The City does not guarantee or warrant the quality of dirt or soil placed on the Real Estate, but the City will make reasonable efforts to provide a top layer of soil more suitable for growing and sustaining vegetation than lower layers of dirt, provided that such higher quality soil is available. The City, at City's expense, shall remove all trees from the Real Estate. The City shall not owe the Owner any compensation for the removal of the trees. The parties intend that the soil and dirt deposited by the City on the Real Estate shall remain there indefinitely, and City, therefore, shall not be obligated to remove the soil and dirt so deposited on the Real Estate at any time. The City shall be responsible for grading the Real Estate after the dirt and soil are deposited on the Real Estate and shall seed the Real Estate with grass seed. The City shall not owe Owner any compensation for leaving the soil and dirt on the Real Estate except for the consideration set forth in this Agreement. The Owner shall not be required to furnish any consideration to the City for such soil or dirt deposited or for the removal of trees, except as provided in this Agreement.

Section 3. Grant of Permanent and Temporary Easements. Owner hereby sells, grants, transfers and conveys unto the City, its successors and assigns, each easement described in paragraphs (a), (b), and (c) below:

(a) A Permanent Storm Sewer Easement in, through, across, under, and on the real estate in Buena Vista County, Iowa described under the heading, “PERMANENT STORM SEWER EASEMENT” on the attached Easement Exhibit and as depicted thereon (hereinafter called the “Permanent Easement Area”) for the purpose of laying, constructing, operating, inspecting, repairing, restoring, maintaining, replacing, substituting, relocating and removing an underground storm sewer pipeline for the transportation of storm water in, through, across, under, and on the Permanent Easement Area and a surface storm sewer manhole connected to such pipeline.

(b) A Temporary Construction and Access Easement in, through, across, under, and on the real estate in Buena Vista County, Iowa described under the heading, “TEMPORARY CONSTRUCTION AND ACCESS EASEMENT” on the attached Easement Exhibit and as depicted thereon (hereinafter called the Temporary Construction Easement Area) for the purpose of hauling, transporting and storing materials, supplies, machinery and equipment and access to areas of construction on adjacent parcels during the during the City’s North Central Storm Water Project. The Temporary Construction and Access Easement shall be valid for the period of time commencing with the date on which all parties have signed this Agreement and ending on the date that the City completes the City’s North Central Storm Water Project.

(c) A Permanent Trail Easement in, through, across, under, and on the real estate in Buena Vista County, Iowa described under the heading, “PERMANENT TRAIL EASEMENT” on the attached Easement Exhibit and as depicted thereon (hereinafter called the “Permanent Trail Easement Area”) for the purpose of laying, constructing, operating, inspecting, repairing, restoring, maintaining, replacing, substituting, relocating and removing a hard surface trail to be used by the public to pass over on foot or by non-motorized, human-propelled vehicles. The City shall maintain such trail so that it remains in a safe and good condition. The City shall have and retain sole authority to prescribe rules and regulations applicable to the use of such trail by members of the public, provided that such rules and regulations are consistent with the purpose of the Permanent Trail Easement set forth above.

Section 4. Additional Terms of Easements. All of the following covenants, terms and conditions shall be a part of and included within the Easements described in Section 3 above, unless specified otherwise herein:

(a) The Easements granted by the Owner to the City may be assigned, conveyed or leased by the City, in whole or in part, to any other public or private entity for one or more of the purposes set forth in Section 3 above, without notice or additional compensation to the Owner.

(b) After construction and installation of the storm water pipe, the City will be depositing dirt and soil over the underground storm water pipe on the Real Estate, as provided in Sections 1 and 2 above. After any future maintenance performed on the storm water pipe or hard surface trail when the City has finished disposing of dirt and soil on the Real Estate, the City, at its expense, shall restore the affected easement area to substantially the same condition as immediately prior to such maintenance, which shall include the restoration of lawns by sodding

or seeding if the surface disturbed by the maintenance had an established lawn before the maintenance; replacement or repair of the damaged portion of any concrete or asphalt driveways removed for grading or access purposes; and replacement of any fences or other structures removed or damaged by the City during the course of such maintenance. It is understood that the consideration set forth in this Agreement shall constitute full and adequate compensation for damages to the above listed items.

(c) The Owner shall not build or place any buildings, structures or other permanent improvements upon the Permanent Easement Area or the Permanent Trail Easement Area at any time in the future, or upon the Temporary Construction Easement Area for the duration of the Temporary Construction and Access Easement. If such improvements are constructed or placed in violation of this Agreement by or on behalf of the Owner, the City, its successors and assigns, shall not be responsible for any damages resulting thereto from the construction, reconstruction, maintenance, operation, or repair of the storm water pipe or surface storm water manhole located within the Permanent Easement Area or of the hard surface trail located within the Permanent Trail Easement Area. The City, its successors and assigns shall have the right to clear and remove any obstructions from the Permanent Easement Area or the Permanent Trail Easement Area at any time, and from the Temporary Construction and Access Easement Area during the period of the duration of the Temporary Construction and Access Easement. The Owner will not change the grade, elevation or contour of any part of the three permanent or temporary easement areas without the prior written approval of the City.

(d) The Owner hereby covenants with the City and represents to the City that the Owner owns the Real Estate in fee simple, free and clear from all liens and encumbrances except as may be herein set forth. Owner covenants to warrant and defend the premises against the lawful claims of all persons, except as may be above stated. The Owner further relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Agreement and these Easements.

(e) The Permanent Storm Sewer Easement and the Permanent Trail Easement granted herein constitute perpetual, irrevocable covenants running with the land for the benefit of the City, its successors and assigns, and may not be revoked or rescinded by the Owner, its successors or assigns, for any reason.

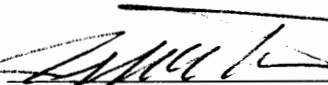
Section 5. Release of Liability Against City Except for Negligent Acts; and Indemnification by City for Negligent Acts. The Owner hereby releases the City, its employees, agents, contractors, and assigns from liability and relinquish any claim for damages to the Real Estate arising out of the exercise of the City's rights under this Agreement, except such damages as may be caused by the negligent acts or omissions of the City, its agents, contractors or employees. The City shall indemnify and hold harmless the Owner, its heirs, successors and assigns from and against all liability, loss and expense occasioned by the negligence of the City or its agents, contractors, employees or assigns in the exercise of the City's rights under this Agreement.

Section 6. **Successors Bound.** This Agreement shall bind and inure to the benefit of the assigns, personal representatives, and successors in interest of the parties.

Section 7. **City Council Approval Required.** This Agreement is subject to and conditioned upon the final approval of the City Council of the City, and shall be void if not so approved.

Date: June 4, 2015

HULTGREN IMPLEMENT, INCORPORATED

By:  President
Jeff Hultgren, President

Date: _____

CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the 4th day of June, 2015,
by Jeff Hultgren, as President of Hultgren Implement, Incorporated.

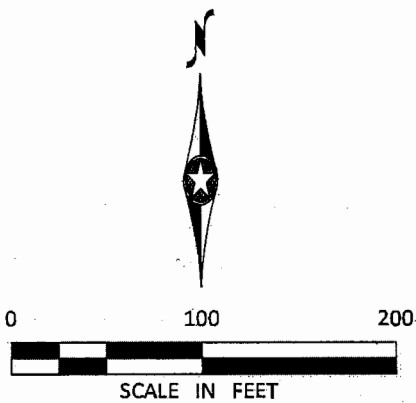
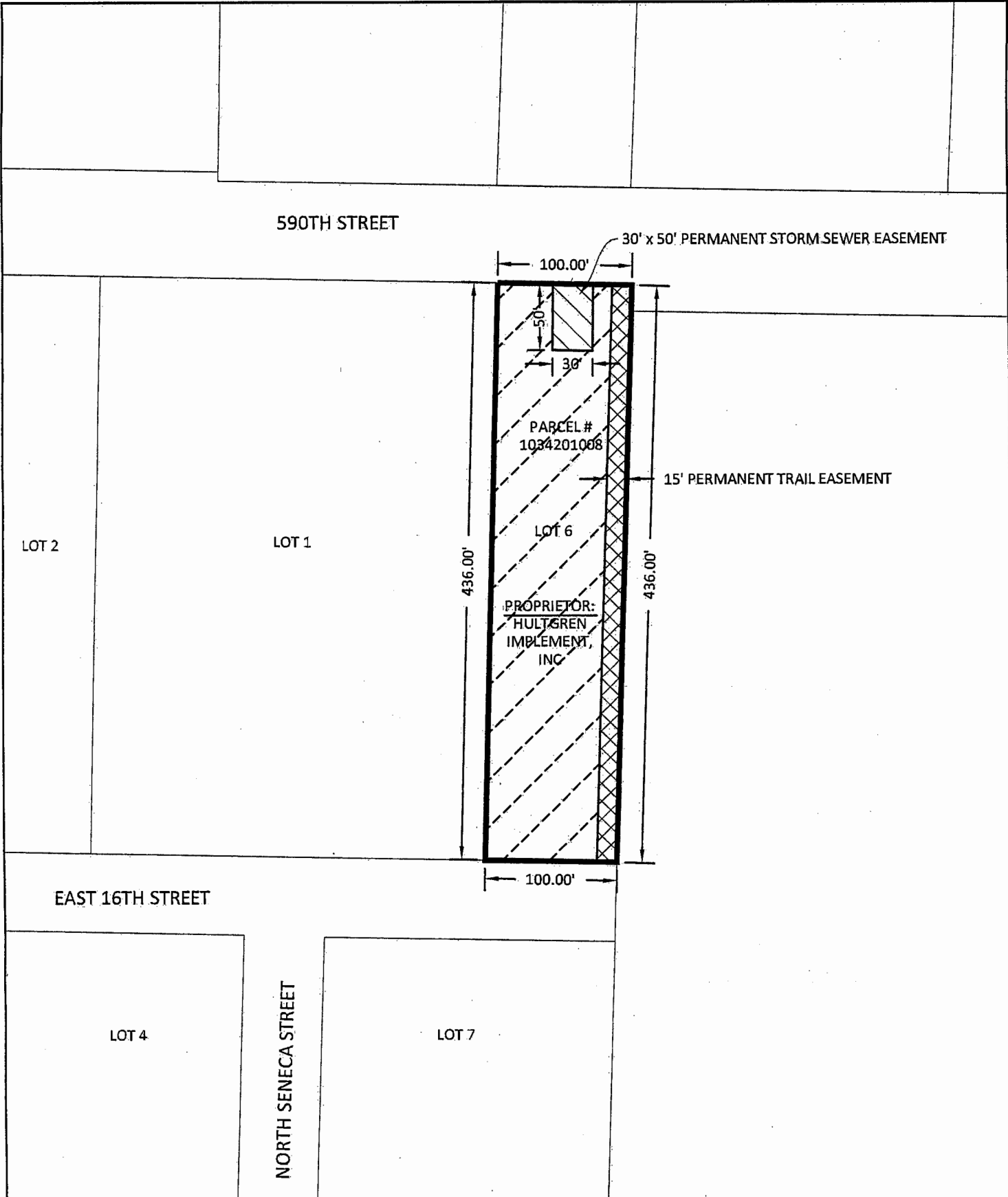


Susan Vossberg
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 2015,
by Jon F. Kruse and Justin Yarosevich, as Mayor and City Clerk, respectively, of the City of
Storm Lake, Iowa.

Notary Public in and for the State of Iowa



PERMANENT STORM SEWER EASEMENT
THE NORTH 50 FEET OF THE WEST 30 FEET OF THE EAST 60 FEET OF LOT 6, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION, BUENA VISTA COUNTY, STORM LAKE, IOWA.

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT
LOT 6, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION, BUENA VISTA COUNTY, STORM LAKE, IOWA.

PERMANENT TRAIL EASEMENT
THE EAST 15 FEET OF LOT 6, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION, BUENA VISTA COUNTY, STORM LAKE, IOWA.

PROPRIETOR
KEITH HULTGREN AND DUANE GERLACH. WARRANTY DEED 002262, DATED JULY 23, 1996. AS RECORDED IN BOOK 49, PAGE 729-730. BUENA VISTA COUNTY, IOWA.

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EASEMENT EXHIBIT
STORM LAKE

BOLTON & MENK, INC.
Consulting Engineers & Surveyors

1900 NORTH GRAND AVE, P.O. BOX 275
SPENCER, IOWA 51301
(712)-580-5075

LOT 6, BLOCK 1
GEISINGER'S COMMERCIAL
SECOND ADDITION
BUENA VISTA COUNTY, IOWA

FOR: CITY OF STORM LAKE, IOWA

Staff Summary

6/15/2015

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: Mark Prosser, Public Safety Director

SUBJECT: **Motion Authorizing A Noise Variance For The United Methodist Church**

BACKGROUND: Attached is a written request for a Noise Variance to be issued on Sunday, August 30, 2015 between the hours of 8:00am and 12:00pm at the Chautauqua Park Shelter House for outdoor, amplified worship and music.

The request is in conjunction with an outdoor worship service sponsored by the United Methodist Church of Storm Lake.

The request is consistent with previous years and I'll issue the Variance upon receiving a consensus in the affirmative by the city council.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
Methodist Manor Letter & Variance	Letter

Mark Prosser

From: Lynn Snyder <lynnsnyder@iw.net>
Sent: Tuesday, June 09, 2015 2:20 PM
To: Mark Prosser
Subject: Noise Variance

Hi Mark,

We are having our worship in the park on August 30, 2015. Using both sides of the Chautauqua Shelter House. I am writing you to ask for a Noise Variance for the hours of 8:00 a.m. – 12:00 p.m.
Thank you. Hope all is going well with you.

Lynn Snyder

United Methodist Church
211 E. 3rd Street
Storm Lake, IA 50588
712-732-5458

*Life is short, Break the rules, Forgive quickly, Kiss slowly, Love truly,
Laugh uncontrollably, And never regret anything that made you smile.*



**Public Safety
Police & Fire
PERMIT**

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

Event: United Methodist Church Worship Service

Issued To:

Name: Lynn Snyder

Organization: United Methodist Church

Address: 211 East 3rd Street, Storm Lake, Iowa 50588

Phone: 712-732-5458

Date(s) of Event: Sunday, August 30, 2015

Time(s) of Event: 8:00am until 12:00pm

Expiration of Permit: 8-31-2015

Location / Area
of Use:

Chautauqua Park Shelter House Area

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by:

Mark A. Prosser

Date:

6-16-2015

Signature:

Please Print

Title:

Public Safety Director

Staff Summary

6/15/2015

Agenda Item # D.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: **Motion Authorizing A Noise Variance For A Buddhist Temple Celebration**

BACKGROUND: Attached is a written request from Meng Lai for a Noise Variance to be issued at the Buddhist Temple located at 6010 Rothmoor Road for outdoor amplified entertainment in conjunction with a temple celebration scheduled in July.

The specific dates and times for the requested variance are July 3, 2015 from 3:00pm until 11:00pm and on July 4, 2015 from 1:00pm until 1:00am.

The request is consistent with previous years.

I will issue the Variance upon receipt of a consensus in the affirmative by the City Council.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
 Letter and Permit	Letter

June 3, 2015

Storm Lake City Council
Chief Mark Prosser, Public Safety

On behalf of Storm Lake Lao Temple, we are requesting a noise ordinance beginning at 3 pm on July 3, 2015 through 1 am on July 5, 2015 for a ceremonial celebration.

If there are any questions please contact:
Meng Lai, China House, 712-732-1676

cell: 712-299-1068

July 3RD 3: PM — 11: PM.
July 4TH 1: PM — 1: AM.

Thank you.

Meng Lai



**Public Safety
Police & Fire
PERMIT**

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

Event: Buddhist Temple Celebration

Issued To:

Name: Meng Lai

Organization: Temple Representative

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

Phone: 712-732-1676 c- 712-299-1068

Date(s) of Event: 7-3-2015 / 7-4-2015

Time(s) of Event: 3:00pm - 11:00pm / 1:00pm - 1:00am

Expiration of Permit: 7-5-2015

Location / Area
of Use:

6010 Rothmoor Road

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by: Mark A. Prosser

Date: 6-16-2015

Signature:

Please Print

Title: Public Safety Director

Staff Summary

6/15/2015

Agenda Item # E.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: **Motion Authorizing a Noise Variance for the 2015 Relay for Life**

BACKGROUND: Attached to this summary is a written request for a Noise Variance to be issued for the 2015 Relay for Life scheduled for Friday, June 26, 2015 between the hours of 5:00pm and 11:00pm at the Storm Lake High School Football Stadium.

The request is for outdoor, amplified announcements and entertainment.

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

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
📎 Permit and Letter	Letter

Mark Prosser

From: Goodman, Lynette J. <Lynette.Goodman@unitypoint.org>
Sent: Thursday, June 11, 2015 10:18 AM
To: Mark Prosser
Subject: Noise Ordinance

Hello—

I'm e-mailing you requesting a noise ordinance for the American Cancer Society's BV County Relay for Life event. The event is set for June 26, 2015 at the Storm Lake Tornado track, as in years past. People will be setting up in the afternoon; the activities will start at 5:00 p.m. and the Relay will continue until 11:00 or shortly thereafter.

As always, it's great to have the Storm Lake officers stop by and check in on us. We appreciate it very much. You can send me the form at:

Lynette Goodman
709 Hickory Lane
Storm Lake, IA 50588
712-299-3442 (cell)
712-732-6631 (home)

Thank you very much.

Lynette Goodman

Thanks

Lynette Goodman
Unity Point Clinic
712-732-6650
Lynette.Goodman@unitypoint.org

This message and accompanying documents are covered by the Electronic Communications Privacy Act, 18 U.S.C. sections 2510-2521, and contain information intended for the specified individual(s) only. This information is confidential. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, copying, or the taking of any action based on the contents of this information is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message.



**Public Safety
Police & Fire
PERMIT**

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

Event: 2015 Relay for Life

Issued To:

Name: Lynette Goodman

Organization: Relay Committee

Address: 709 Hickory Lane, Storm Lake, Iowa 50588

Phone: 712-299-3442 (c)

Date(s) of Event: Friday, June 26, 2015

Time(s) of Event: 5:00pm until 11:00pm

Expiration of Permit: 6-27-2015

Location / Area
of Use:

Storm Lake High School Football Stadium

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☐ Other

Authorized by:

Mark A. Prosser

Date:

6-16-2015

Please Print

Signature:

Title:

Public Safety Director

Staff Summary

6/15/2015
Agenda Item # F.



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

REPORT TO: Honorable Mayor and City Council

FROM: 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 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 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	\$831,108.60	\$169,926.67	\$81,288.02	48	\$1,450.00	1	\$87,188.65	51
King's Pointe	\$185,931.92	\$63,108.68	\$10,384.68	16			\$52,724.00	84

Golf Course	\$7,668.22	\$3,749.79	\$964.79	26	\$2,785.00	74
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RECOMMENDATION: Review Buy Local Information

Staff Summary

6/15/2015

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: James H. Patrick, City Manager

SUBJECT: Alliant Energy's Community Annual Partnership Assessment Report

BACKGROUND: Rebecca Gisel from Alliant Energy will be presenting the Alliant Energy's Community Annual Partnership Assessment report.

FISCAL IMPACT: No fiscal impact

RECOMMENDATION: Hear the report.

ATTACHMENTS:

Description	Type
📎 Alliant Report	Backup Material



COMMUNITY ANNUAL PARTNERSHIP ASSESSMENT (CAPA)

STORM LAKE, IA

JUNE 2015

Economic Development Support (2014) – \$7,775

- Assisted IA Lakes Corridor and Storm Lake United through annual support and the Partnership Program funding for projects such as on-line advertising for customers and website development. Support site location and existing industry through support of LOIS database and Synchronist.
- Also support and a member of Professional Developers of Iowa and sponsor SMART conference each May in Des Moines.

Community Support (2014) – \$3,350

- Assisted Storm Lake and the surrounding area through annual support of the Chamber and contributions to various events and programs through local contributions and the Alliant Energy Foundation.

Energy Efficiency Community Participation and Impacts (2009-2014)

Description		Greenhouse Gas emissions Metric Tons	Greenhouse Gas Emissions from Passenger Vehicles	CO2 from Pounds of Coal Burned	Carbon sequestered by # acres of US forest in 1 yr
Number of Rebates	1,040				
Customer Rebate Incentives	\$684,491				
Annual Therm Impact	370,507	1,964	414	2,110,019	1,610

Environmental Partnership Program Support – (2012-2013) - \$36,148

- Participation in Industrial Park Tree Grant Program – East Industrial Park (Expansion Blvd and Bargloff Addition)

Community Infrastructure Investment (2014)

- Gas Infrastructure Investment - \$114,513
- 2004-2014 total investment \$1,785,323

Community and County Property Taxes (FY14)

- Storm Lake - \$46,134
- Buena Vista County - \$93,222 (total for all other communities)

Employment

- Storm Lake Operations employs 7 people from Storm Lake and the surrounding area.

Please visit www.alliantenergy.com/iowacommunities to learn more about Alliant Energy's community programs and services.



Staff Summary

6/15/2015

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: James H. Patrick, City Manager

SUBJECT: **Storm Lake United Council Presentation**

BACKGROUND: Mr. Gary Lalone will be presenting Storm Lake United's quarterly report to the Mayor and City Council.

FISCAL IMPACT: No fiscal impact.

RECOMMENDATION: Council hear the report and ask questions.

Staff Summary

6/15/2015
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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Resolution No. 153-R-2014-2015 Approving the Contract For The Widening Of HWY 7 From Barton Street To Northwestern Drive**

BACKGROUND: This agenda item approves the contract with Blacktop Services for the widening of Hwy 7 from Northwestern Drive to Barton Street to 3 lanes.

The bidding which was through the IA DOT was held on May 19, 2015 with Blacktop Services being the low bidder at \$996,780.54.

FISCAL IMPACT: Estimated project costs for this project are as follows:

Construction	\$996,780.54
Engineering	\$130,000
Legal/Admin	\$15,000
Land Acquisition	\$5,000
CTS contract	\$3,450
Railroad Agreement	\$50,633.67
Contingency	\$72,500
CTS contract	\$3,450
Total	\$1,273,464.21

The City has obtained grant funding for this project from two sources including USTEP (\$400,000) and STP (\$341,000). The City's portion of the funding will come from the following sources:

Road Use Tax Funds FY 2015	\$275,000
Road Use Tax Funds FY 2016	\$150,000
Remaining West 5th Street	\$107,464
Total Revenues -	\$1,273,464.00

This project is currently fully funded.

RECOMMENDATION: Adopt Resolution No. 153-R-2014-2015

ATTACHMENTS:

Description	Type
 Resolution No. 153-R-2014-2015	Resolution
 Blacktop Services Contract	Contract

RESOLUTION NO. 153-R-2014-2015

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Widening and Resurfacing of Highway 7 Northwestern Drive to Barton Street Project and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor:	Blacktop Service Co., Humboldt, Iowa
Date of Contract:	June 15, 2015
Bond Surety:	Merchants Bonding Company
Date of Bond:	June 15, 2015
Portion of Project:	All

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

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

CONTRACT

FA96 (Form 650019)
05-13

Letting Date: May 19, 2015 Contract ID: 11-7422-617-A Bid Order No.: 154
County: BUENA VISTA Project Engineer: BOLTON & MENK, INC.
Cost Center: 849300 Object Code: 890 DBE Commitment: \$37,745.00
Contract Work Type: HMA PAVEMENT WIDEN/HMA RESURFC

This agreement made and entered by and between the CITY OF STORM LAKE CONTRACTING AUTHORITY,
AND
BLACKTOP SERVICE CO. & SUBSIDIARY OF HUMBOLDT, IA, (BL041), CONTRACTOR

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed below, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto. A true copy of said plan is now on file in the office of the Contracting Authority under date of 05/14/2015.

PROJECT: STP-U-7422(617)--70-11 COUNTY: BUENA VISTA
WORK TYPE: HMA PAVEMENT WIDEN/HMA RESURFC ACCOUNTING ID: 32605
ROUTE: HIGHWAY 7 LENGTH (MILES): 0.25
LOCATION: IN THE CITY OF STORM LAKE, ON IOWA HIGHWAY 7, FROM INTERSECT
ION OF BARTON ST. W .25 MILES TO NORTHWESTERN DRIVE
FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT

The specifications consist of the Standard Specifications for Highway and Bridge Construction, Series 2012
of the Iowa Department of Transportation plus the following Supplemental Specifications, Special Provisions, and
addendums: FHWA-1273.05, GS-12006, IA15-1.0, SP-123008, SS-12010,
SS-12011

Contractor, for and in considerations of \$996,780.54 payable as set forth in the specifications constituting
a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in
accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, Contracting authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Page 1B of this Contract and assigned Proposal Notes.

To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.

For Federal-Aid contracts the Contractor certifies that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the contract.

By Brian Linal, _____ Contractor (if joint venture)
Contractor

By _____ Contracting Authority Contract Award Date

Iowa DOT Concurrence _____ Concurrence Date
For Local Agency Contracts

Letting Date: May 19, 2015 Contract ID: 11-7422-617-A Bid Order No. : 154

It is further understood and agreed that the above work shall be commenced or completed in accordance with the following schedule:

SITE NUMBER	CONTRACT PERIOD /SITE DESCRIPTION	LIQUIDATED DAMAGES
	CONTRACT LATE START DATE 07/27/2015 55 WORKING DAYS	\$1,200.00
01	CONTRACT COMPLETION DATE: 08/31/2015 REFER TO STAGING NOTE 2 ON PLAN SHEET J.01.	\$1,200.00

CONTRACT NOTES

CONTRACT SCHEDULE OF PRICES

Page: 2

Vendor No.: BL041 Bid Order No.: 154
 Contract ID No.: 11-7422-617-A Letting Date: May 19, 2015
 Primary Work Type: HMA PAVEMENT WIDENING / HMA RESURFACING 10:00 A.M.
 Primary County: BUENA VISTA

Line	Item Number	Item Quantity and Unit	Unit Price	Bid Amount
No	Item Description		Dollars Cts	Dollars Cts
SECTION 0001 ROADWAY ITEMS				
0010	2101-0850002 CLEARING AND GRUBBING	52.000 UNIT	87.13000	4,530.76
0020	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	1,270.000 CY	15.38000	19,532.60
0030	2109-8225100 SPECIAL COMPACTION OF SUBGRADE	26.780 STA	589.38000	15,783.60
0040	2110-3825010 GRANULAR MATERIAL	200.000 TON	49.20000	9,840.00
0050	2115-0100000 MODIFIED SUBBASE	888.000 CY	53.30000	47,330.40
0060	2121-7425020 GRANULAR SHOULDERS, TYPE B	590.000 TON	38.95000	22,980.50
0070	2213-6745500 REMOVAL OF CURB	2.000 STA	2,050.00000	4,100.00
0080	2213-7100400 RELOCATION OF MAIL BOXES	8.000 EACH	322.88000	2,583.04
0090	2214-5145150 PAVEMENT SCARIFICATION	7,300.000 SY	3.00000	21,900.00
0100	2301-1033070 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 7 IN.	1,066.000 SY	54.30000	57,883.80

CONTRACT SCHEDULE OF PRICES

Page: 3

Vendor No.: BL041 Bid Order No.: 154
 Contract ID No.: 11-7422-617-A Letting Date: May 19, 2015
 Primary Work Type: HMA PAVEMENT WIDENING / HMA RESURFACING 10:00 A.M.
 Primary County: BUENA VISTA

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0110	2303-0041750 HOT MIX ASPHALT MIXTURE (3,000, 000 ESAL), BASE COURSE, 3/4 IN. MIX	711.000 TON	66.56000		47,324.16	
0120	2303-0042500 HOT MIX ASPHALT MIXTURE (3,000, 000 ESAL), INTERMEDIATE COURSE, 1/2 IN. MIX	973.900 TON	65.64000		63,926.80	
0130	2303-0042750 HOT MIX ASPHALT MIXTURE (3,000, 000 ESAL), INTERMEDIATE COURSE, 3/4 IN. MIX	592.500 TON	66.56000		39,436.80	
0140	2303-0043500 HOT MIX ASPHALT MIXTURE (3,000, 000 ESAL), SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	973.900 TON	65.64000		63,926.80	
0150	2303-0245828 ASPHALT BINDER, PG 58-28	78.100 TON	530.98000		41,469.54	
0160	2303-0246428 ASPHALT BINDER, PG 64-28	116.800 TON	590.98000		69,026.46	
0170	2317-7000120 PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA PAVEMENT SMOOTHNESS (BY SCHEDULE)	2,865.000 EACH	1.00000		2,865.00	
0180	2416-0100012 APRONS, CONCRETE, 12 IN. DIA.	2.000 EACH	922.50000		1,845.00	
0190	2416-0100024 APRONS, CONCRETE, 24 IN. DIA.	1.000 EACH	1,230.00000		1,230.00	

CONTRACT SCHEDULE OF PRICES

Page: 4

Vendor No.: BL041 Bid Order No.: 154
 Contract ID No.: 11-7422-617-A Letting Date: May 19, 2015
 Primary Work Type: HMA PAVEMENT WIDENING / HMA RESURFACING 10:00 A.M.
 Primary County: BUENA VISTA

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0200	2435-0250700 INTAKE, SW-507	1.000 EACH	5,483.75	000	5,483.75	
0210	2435-0600010 MANHOLE ADJUSTMENT, MINOR	3.000 EACH	1,500.00	000	4,500.00	
0220	2502-8212104 SUBDRAIN, PLASTIC PIPE, 4 IN.	66.000 LF	16.40	000	1,082.40	
0230	2502-8212206 SUBDRAIN, PERFORATED PLASTIC PIPE, 6 IN. DIA.	5,364.000 LF	16.91	000	90,705.24	
0240	2502-8220193 SUBDRAIN OUTLET (RF-19C)	7.000 EACH	620.13	000	4,340.91	
0250	2502-8220196 SUBDRAIN OUTLET, RF-19E	9.000 EACH	512.50	000	4,612.50	
0260	2503-0114212 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 12 IN.	80.000 LF	83.03	000	6,642.40	
0270	2503-0114224 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	31.000 LF	135.81	000	4,210.11	
0280	2503-0200036 REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	40.000 LF	25.63	000	1,025.20	
0290	2510-6745850 REMOVAL OF PAVEMENT	1,173.000 SY	15.89	000	18,638.97	

CONTRACT SCHEDULE OF PRICES

Page: 5

Vendor No.: BL041 Bid Order No.: 154
 Contract ID No.: 11-7422-617-A Letting Date: May 19, 2015
 Primary Work Type: HMA PAVEMENT WIDENING / HMA RESURFACING 10:00 A.M.
 Primary County: BUENA VISTA

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0300	2510-6750600 REMOVAL OF INTAKES AND UTILITY ACCESSES	1.000 EACH	820.00000		820.00	
0310	2512-1725256 CURB AND GUTTER, P.C. CONCRETE, 2. 5 FT.	630.000 LF	33.80000		21,294.00	
0320	2515-2475006 DRIVEWAY, P. C. CONCRETE, 6 IN.	823.000 SY	58.00000		47,734.00	
0330	2515-6745600 REMOVAL OF PAVED DRIVEWAY	877.000 SY	14.35000		12,584.95	
0340	2524-6765010 REMOVE AND REINSTALL SIGN AS PER PLAN	11.000 EACH	210.13000		2,311.43	
0350	2524-6765110 REMOVAL OF TYPE A SIGN	8.000 EACH	76.88000		615.04	
0360	2524-9275100 WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 4 IN.	270.000 LF	15.38000		4,152.60	
0370	2524-9325001 TYPE A SIGNS, SHEET ALUMINUM	90.000 SF	28.70000		2,583.00	
0380	2525-0000100 TRAFFIC SIGNALIZATION	LUMP	LUMP		119,412.50	
0390	2525-0000120 REMOVAL OF TRAFFIC SIGNALIZATION	LUMP	LUMP		2,562.50	
0400	2527-9263109 PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	122.000 STA	61.50000		7,503.00	

CONTRACT SCHEDULE OF PRICES

Page: 6

Vendor No.: BL041 Bid Order No.: 154
 Contract ID No.: 11-7422-617-A Letting Date: May 19, 2015
 Primary Work Type: HMA PAVEMENT WIDENING / HMA RESURFACING 10:00 A.M.
 Primary County: BUENA VISTA

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0410	2527-9263137 PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	18.000 EACH	112.75000		2,029.50	
0420	2528-8445110 TRAFFIC CONTROL	LUMP	LUMP		19,000.00	
0430	2533-4980005 MOBILIZATION	LUMP	LUMP		40,600.00	
0440	2599-9999005 ('EACH' ITEM) INLET PROTECTION DEVICE	6.000 EACH	179.38000		1,076.28	
0450	2601-2636044 SEEDING AND FERTILIZING (URBAN)	0.900 ACRE	8,200.00000		7,380.00	
0460	2602-0000020 SILT FENCE	3,500.000 LF	2.77000		9,695.00	
0470	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	3,500.000 LF	0.51000		1,785.00	
0480	2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	3,500.000 LF	0.11000		385.00	
0490	2602-0010010 MOBILIZATIONS, EROSION CONTROL	3.000 EACH	500.00000		1,500.00	

SECTION 0002 NON-PARTICIPATING

CONTRACT SCHEDULE OF PRICES

Page: 7

Vendor No.: BL041 Bid Order No.: 154
Contract ID No.: 11-7422-617-A Letting Date: May 19, 2015
Primary Work Type: HMA PAVEMENT WIDENING / HMA RESURFACING 10:00 A.M.
Primary County: BUENA VISTA

Line		Item	Unit Price		Bid Amount	
No	Item Number	Quantity	-----		-----	
	Item Description	and Unit	Dollars	Cts	Dollars	Cts
0500	2595-0005120 RAILROAD					
	PROTECTIVE LIABILITY	LUMP	LUMP		13,000.00	
	INSURANCE FOR CHICAGO,					
	CENTRAL AND PACIFIC					
	RAILROAD / CEDAR RIVER					
	RAILROAD COMPANY					
TOTAL BID					996,780.54	

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

PREDETERMINED WAGE RATE

IA15 - 1.0

General Decision Number: IA150001 01/02/2015 IA1

Superseded General Decision Number: IA20140001

State: Iowa

Construction Types: Heavy and Highway

Counties: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth and Wright Counties in Iowa.

STATEWIDE EXCEPT SCOTT COUNTY HEAVY CONSTRUCTION PROJECTS

(Does not include work on or pertaining to the Mississippi or Missouri Rivers or on Water and Sewage Treatment Plants), AND HIGHWAY PROJECTS (does not include building structures in rest areas)

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

* SUIA2002-003 02/28/2012

CARPENTERS AND PILEDRIVERMEN:

	Rates	Fringes
ZONE 1	24.92	9.93
ZONE 2	22.83	9.93
ZONE 3	22.83	9.93
ZONE 4	22.15	8.25
ZONE 5**	21.25	6.85

PREDETERMINED WAGE RATE**IA15 - 1.0****CONCRETE FINISHER:**

ZONE 1	22.70	7.00
ZONE 2	22.70	7.00
ZONE 3	22.70	7.00
ZONE 4	20.50	5.45
ZONE 5	18.90	6.00

**ELECTRICIANS: (STREET AND HIGHWAY LIGHTING
AND TRAFFIC SIGNALS)**

ZONE 1, ZONE 2, AND ZONE 3	21.30	5.70
ZONE 4	20.00	5.70
ZONE 5	17.75	5.70

IRONWORKERS: (SETTING OF STRUCTURAL STEEL)

ZONE 1	26.55	7.45
ZONE 2	25.31	7.45
ZONE 3	25.01	7.75
ZONE 4	22.00	6.60
ZONE 5**	21.25	6.10

LABORERS:

	Rates	Fringes
ZONE 1, ZONE 2, AND ZONE 3		
GROUP A	20.56	7.95
GROUP AA	22.21	7.95
GROUP B	18.68	7.95
GROUP C	15.45	7.95
ZONE 4		
GROUP A	18.05	7.65
GROUP B	16.73	7.65
GROUP C	13.85	7.65
ZONE 5		
GROUP A	18.50	6.00
GROUP B	15.75	6.00
GROUP C	15.15	6.00

POWER EQUIPMENT OPERATORS:

ZONE 1		
GROUP A	27.80	12.90
GROUP B	26.25	12.90
GROUP C	23.75	12.90
GROUP D	23.75	12.90
ZONE 2		
GROUP A	27.10	12.90
GROUP B	25.50	12.90
GROUP C	22.95	12.90
GROUP D	22.95	12.90

PREDETERMINED WAGE RATE**IA15 - 1.0****ZONE 3**

GROUP A	26.70	16.80
GROUP B	24.90	16.80
GROUP C	23.90	16.80
GROUP D	23.90	16.80

ZONE 4

GROUP A	26.75	8.55
GROUP B	25.61	8.55
GROUP C	23.53	8.55
GROUP D	23.53	8.55

ZONE 5

GROUP A	23.07	6.80
GROUP B	22.03	6.80
GROUP C	20.70	6.80
GROUP D	19.70	6.80

TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)

ZONE 1	20.00	10.05
ZONE 2	20.00	10.05
ZONE 3	20.00	10.05
ZONE 4	20.20	5.65
ZONE 5	18.25	5.65

ZONE DEFINITIONS

ZONE 1	The Counties of Polk, Warren and Dallas for all Crafts, and Linn County Carpenters only.
ZONE 2	The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.
ZONE 3	The Cities of Burlington, Clinton, Fort Madison, Keokuk, and Muscatine (and abutting municipalities of any such cities).
ZONE 4	Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.
ZONE 5	All areas of the state not listed above.

LABORER CLASSIFICATIONS - ALL ZONES

GROUP AA – Asbestos abatement worker (Zones 1, 2, and 3); Skilled pipelayer (sewer, water and conduits) and tunnel laborers (zones 1, 2 and 3).

GROUP A – Asbestos abatement worker (Zones 4 and 5); Carpenter tender on bridges and box culverts; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills and similar drills; form setter/stringman on paving work; gunnite nozzleman;

PREDETERMINED WAGE RATE

IA15 - 1.0

joint sealer kettleman; laser operator; pipelayer (sewer, water, and conduits) Zone 4 & 5; powderman tender; powderman/blaster; saw operator; tunnel laborer (zones 4 and 5).

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except strippers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint strippers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

GROUP A - All terrain (off road) forklift, Asphalt breakdown roller (vibratory); Asphalt laydown machine; asphalt plant; Asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over ½ cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over ½ cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar).

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; Asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cu. yd.); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (1 cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

****CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5)**

Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

WELDERS: Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in

PREDETERMINED WAGE RATE

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the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

PREDETERMINED WAGE RATE

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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

- 4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

IOWA DOT

CONTRACTOR'S BOND

Bond Number: IAC584728Proposal I.D.: 11-7422-617-ACounty: Buena Vista

KNOW ALL PERSONS BY THESE PRESENTS: That we, Blacktop Service Co. & Subsidiary
of Humboldt, IA (hereinafter called the Principal) and Merchants Bonding Company (Mutual)
of Des Moines, IA (hereinafter called the Surety) are held and firmly bound unto the
City of Storm Lake (hereinafter called the Contracting Authority) Iowa, in the penal sum*
(Iowa DOT, County, or City name, etc.)
of Nine Hundred Ninety Six Thousand Seven Hundred Eighty Dollars and 54/100 dollars (\$996,780.54),
lawful money of the United States, to the payment of which sum, well and truly to be made, we bind ourselves, our executors,
administrators, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did on
the _____ day of _____, 2015, enter into a written contract with the Contracting Authority to perform
HMA Pavement Widening/HMA Resurfacing Project No. STP-U-7422(617)--70-11, per Proposal submitted May 19,
2015 - Iowa Highway 7 from Intersection of Barton St. W. .25 Miles to Northwestern Drive

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully
and completely as if said contract were recited at length; and whereas, the principal and sureties on this bond hereby agree to pay all persons, firms,
or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in
the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which
the public corporation is required to retain until completion of the public improvements, but the principal and sureties shall not be liable to said
persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided
by law.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands
incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason
of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such
default, then the obligation is to be void and of no effect; otherwise to remain in full force and effect. Every surety on this bond shall be deemed and
held, any contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the contractor in which to perform the contract.
2. That the bond shall remain in full force and effect until the contract is completed within the specified contract period, within an
extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being
charged against the contractor.
3. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20
percent of the total contract price, and shall then be released only as to such excess increase.
4. That no provision of this bond or of any other contract shall be valid which limits to less than five years from the completion of the
contract the right to sue on this bond for defects in work quality or material not discovered or known to the Contracting Authority
at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of
material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this
obligation guarantee to maintain the work for five years.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2015,
Blacktop Service Co. & Subsidiary

By: [Signature] - Brian Lincoln Principal
Contractor Title
Merchants Bonding Company (Mutual) Surety
By: [Signature] Dione R. Young, Attorney-in-Fact Title
Address: 2100 Fleur Drive, Des Moines, IA 50321-1158

By: _____ Principal

By: _____ Surety

Address: _____ Title

For contracts where a County Board of Supervisors is the Contracting Authority:

This bond approved by the _____ County, this _____ day of _____

Chairperson (Signature)

For contracts where the DOT nor a County Board of Supervisors is the Contracting Authority:

This bond approved by the City of Storm Lake, this _____ day of _____

2015

Title/Signature

DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS

The information requested will be used by the Iowa Department of Transportation to determine if a contractor/vendor is bonded in accord with the requirements established by
the contracting authority. This secures the IDOT and/or the State of Iowa the right to recover from the contractor/vendor if material or labor entered into the work performed is
not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request this information. Failure to provide all required information
will result in denial of the award of the contract.

MERCHANTS
BONDING COMPANY.
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Dione R. Young

its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following surety bond:

Surety Bond #: IAC584728
Principal: Blacktop Service Co. & Subsidiary
Obligee: City of Storm Lake

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

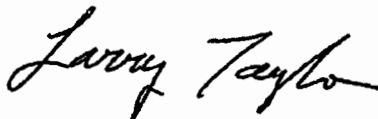
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of July, 2014.



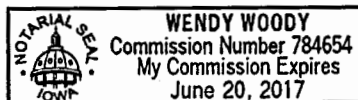
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By 
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 23rd day of July, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



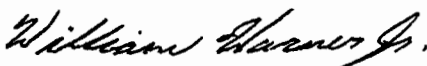

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on
this 20th day of July, 2015




Secretary

Staff Summary

6/15/2015

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 FY 2015 Budget Amendment**

BACKGROUND: The City of Storm Lake is required to hold a public hearing on any amendments to its current fiscal year budget. As such, notice has been published in the newspaper as required by Iowa law.

This budget amendment is for paying off the recently refinanced \$5.4M Annual Appropriation Bond and for the revenue coming in for the new bond. This results in the debt service program being outside of budget.

FISCAL IMPACT: The fiscal impact of the budget amendment is an increase of revenue by \$3,476,835 and an increase in expense of \$3,480,000.

RECOMMENDATION: Open the Public Hearing
Accept Comments
Close the Public Hearing

Staff Summary

6/15/2015

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. 154-R-2014-2015 Adopting FY 2014-2015 Budget Amendment**

BACKGROUND: The attached budget amendment has been prepared for council's review and approval.

This amendment is for the retiring of the recently refinanced \$5.4M Annual Appropriation Bond and the revenue for the new bond.

FISCAL IMPACT: The fiscal impact of the budget amendment is an increase of revenue by \$3,476,835 and an increase in expenses of \$3,480,000.

RECOMMENDATION: Adopt Resolution No. 154-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Resolution No. 154-R-2014-2015	Resolution

RESOLUTION NO. 154-R-2014-2015

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2015 (AS AMENDED LAST ON MAY 18, 2015.)

Be it Resolved by the Council of the City of Storm Lake:

Section 1. Following notice published June 3, 2015 and the public hearing held, June 15, 2015 the current budget is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	3,698,697	0	3,698,697
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	3,698,697	0	3,698,697
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	997,111	0	997,111
Other City Taxes	6	1,551,557	0	1,551,557
Licenses & Permits	7	676,800	0	676,800
Use of Money and Property	8	154,018	0	154,018
Intergovernmental	9	8,662,561	0	8,662,561
Charges for Services	10	12,965,028	0	12,965,028
Special Assessments	11	0	0	0
Miscellaneous	12	1,247,536	0	1,247,536
Other Financing Sources	13	11,633,028	3,476,835	15,109,863
Total Revenues and Other Sources	14	41,586,336	3,476,835	45,063,171
Expenditures & Other Financing Uses				
Public Safety	15	2,864,993	0	2,864,993
Public Works	16	1,346,725	0	1,346,725
Health and Social Services	17	10,500	0	10,500
Culture and Recreation	18	1,766,618	0	1,766,618
Community and Economic Development	19	1,140,611	0	1,140,611
General Government	20	542,753	0	542,753
Debt Service	21	2,056,637	3,480,000	5,536,637
Capital Projects	22	3,731,695	0	3,731,695
Total Government Activities Expenditures	23	13,460,532	3,480,000	16,940,532
Business Type / Enterprises	24	23,382,515	0	23,382,515
Total Gov Activities & Business Expenditures	25	36,843,047	3,480,000	40,323,047
Transfers Out	26	11,031,000	0	11,031,000
Total Expenditures/Transfers Out	27	47,874,047	3,480,000	51,354,047
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	28	-6,287,711	-3,165	-6,290,876
	29			
Beginning Fund Balance July 1	30	15,178,698	0	15,178,698
Ending Fund Balance June 30	31	8,890,987	-3,165	8,887,822

NOW THEREFORE be it resolved by the City Council of the City of Storm Lake, Iowa, to approve the above said budget amendment for the 2014-2015 Fiscal Year.

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

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

6/15/2015

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: Jennifer Movall, Finance Department Manager

SUBJECT: **Public Hearing On The Issuance Of Not To Exceed \$1,500,000 General Obligation Capital Loan Notes**

BACKGROUND: This agenda item will hold a public hearing for the NTE \$1,500,000 General Obligation Capital Loan Notes as required by the State of Iowa. The proceeds of this bond will be used to pay the costs of construction, reconstruction and repair of street improvements; construction, reconstruction, repair and improvement of works and facilities useful for: the collection, treatment and disposal of sewage and industrial waste, waterworks, water mains, and extensions useful for providing potable water, and improvement of waterways useful for the protection of property from the effects of flood waters, including project costs related to the North Central Storm Water Project.

The bonds will be payable solely from property taxes levied starting in FY 2017. The amount of the issue will not exceed \$1,500,000 but staff will try to keep the cost of the bond issue below \$1,000,000. However, at present time there are still portions of the project that have yet to be bid so to avoid multiple issues staff is recommending holding the hearing on the \$1,500,000 amount.

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

6/15/2015

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: Jennifer Movall, Finance Department Manager

SUBJECT: **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 Note**

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 155-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Resolution No. 155-R-2014-2015	Resolution

RESOLUTION NO. 155-R-2014-2015

**RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$1,500,000 GENERAL OBLIGATION CAPITAL
LOAN NOTES**

WHEREAS, pursuant to notice published as required by law, the City Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed \$1,500,000 General Obligation Capital Loan Notes, for the essential corporate purposes, in order to provide funds to pay the costs of construction, reconstruction and repair of street improvements; construction, reconstruction, repair and improvement of works and facilities useful for: the collection, treatment and disposal of sewage and industrial waste, waterworks, water mains, and extensions useful for providing potable water, and improvement of waterways useful for the protection of property from the effects of flood waters, including project costs related to the North Central Storm Water project, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and following action is now considered to be in the best interests of the City and residents thereof.

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

That this Council does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$1,500,000 General Obligation Capital Loan Notes, for the foregoing essential corporate purposes.

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

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

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

6/15/2015
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: Todd Allen, Water Plant Superintendent

SUBJECT: **Resolution No. 156-R-2014-2015 Approving Change Order #2, Water Treatment Plant Improvements**

BACKGROUND: Now that the lime storage facility has been in operation for a few months, a change to the interior loading wall is needed. The semi backing into the building does not have the ability to back straight in, and therefore has to jackknife the trailer to be able to load. To prevent damage to the semi or building, and to be able to load the trailer more efficiently, the wall needs to be moved.

This change order will move the wall over 4' and allow easier back-up and loading of lime to the trailer.

FISCAL IMPACT: The total change order amount is \$10,982.45.
The new contract pricing is as follows:

Engineering	\$125,000.00
Construction Contract	\$843,470.45 (includes CO #2)
Parts (Purchased by City)	\$ 81,265.00
Legal and Administrative	\$ 17,000
New Project Cost	\$1,066,735.45

. The project is still estimated to be \$26,079.55 below the budgeted amount for this project.

This project is budgeted and will be funded from the \$2.34M Water Revenue Bond issued in 2013.

RECOMMENDATION: Adopt Resolution No. 156-R-2014-2015 Approving Change Order #2, Water Treatment Plant Improvements

ATTACHMENTS:

Description	Type
☐ WTP Improvements Change Order #2	Change Order
☐ Resolution No. 156-R-2014-2015	Resolution

SECTION 00991 – CHANGE ORDER

(Instructions on reverse side)

No. 02

PROJECT: Water Treatment Facility Improvements

DATE OF ISSUANCE: 6/10/15

EFFECTIVE DATE: 6/10/15

OWNER: City of Storm Lake

ENGINEER'S Project No.: A21.108051

CONTRACTOR: Grundman Hicks, LLC

ENGINEER: Bolton & Menk, Inc.

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

Description:

See Attached Proposal Request No. 11

Reason for Change Order:

To optimize the approach for semi-trailers backing into the lime storage building and to optimize the dumping location of lime handling equipment (skid loader) inside the lime storage building. Change will extend upper floor slab section north 4'.

Attachments: (List documents supporting change)

Proposal Request No. 11

Contractor's June 9 proposal

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
<u>\$782,000.00</u>	Substantial Completion Sodium Chlorite: <u>November 15, 2014</u> days or dates Lime Cake Storage and Conveyors: <u>May 29, 2015</u> days or dates Ready for final payment: <u>June 30, 2015</u> days or dates
Net changes from previous Change Orders No. <u>1</u> to No. <u>1</u>	Net changes from previous Change Orders No. <u>1</u> to No. <u>1</u>
<u>\$50,487.95</u>	Sodium Chlorite <u>11-</u> days Lime Cake Storage and Conveyors <u>--</u> days
Contract Price Prior to this Change Order	Contract Times prior to this Change Order
<u>\$832,487.95</u>	Substantial Completion Sodium Chlorite: <u>November 26, 2014</u> days or dates Lime Cake Storage and Conveyors: <u>May 29, 2015</u> days or dates Ready for final payment: <u>June 30, 2015</u> days or dates
Net <u>Increase</u> of this Change Order	Net <u>Increase</u> of this Change Order
<u>\$11,982.50</u>	Sodium Chlorite <u>0</u> days Lime Cake Storage and Conveyors <u>30</u> days
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
<u>\$843,470.45</u>	Substantial Completion Sodium Chlorite: <u>November 26, 2014</u> days or dates Lime Cake Storage and Conveyors: <u>May 29, 2015</u> days or dates Ready for final payment: <u>July 30, 2015</u> days or dates

RECOMMENDED:



APPROVED:

ACCEPTED:

By: _____
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Date: June 10, 2015

Date: _____

Date: _____

EJCDC No. 1910C8-B (1990 Edition)

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

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Contract Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed, any effect of a Change Order thereon should be addressed.

For supplemental instructions and monitor changes not involving a change in the Contract Price or Contract Times, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer initiates the form, including a description of the changes involved and attachment based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to Contract Price or to Contract Times, cross out the part of the tabulation that does not apply.

Proposal

Request

OWNER	☐ Todd Allen, City of Storm Lake
ENGINEER	☐ Herman Dharmarajah, Bolton & Menk, Inc.
CONTRACTOR	☐ Bill Lehnertz, LS Engineers
FIELD	☐ Deb Pruett, Grundman-Hicks, LLC
OTHER	☐ Andrew Sindt, Bolton & Menk, Inc.

PROJECT: **Water Treatment Facilities Improvements**

OWNER City of Storm Lake, Iowa

TO: (Contractor) Grundman-Hicks, LLC

Attn: Steve Nobles

1222 S. 2nd St.

PO Box 937

Cherokee, IA 51012

PROPOSAL REQUEST NO. 11

DATE: June 1, 2015

ENGINEERING PROJECT NO.:

A21.108051

CONTRACT DATE:

August 4, 2014

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

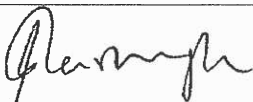
Description:

11.1 Lime Building Floor Slab and Concrete Curb Modifications

Contractor shall provide pricing to complete work as shown on Sketch 11.1. Work includes the following items:

- A. Remove upper portion concrete curb to match finished floor elevation of storage slab.
- B. Extend storage slab to the north 4 feet for a length of approximately 54 feet.
- C. Provide 10" wide by 8" high concrete curb on north edge of proposed slab extension.
- D. Remove section of existing wall located east of floor slab extension and provide smooth transition to existing slab.

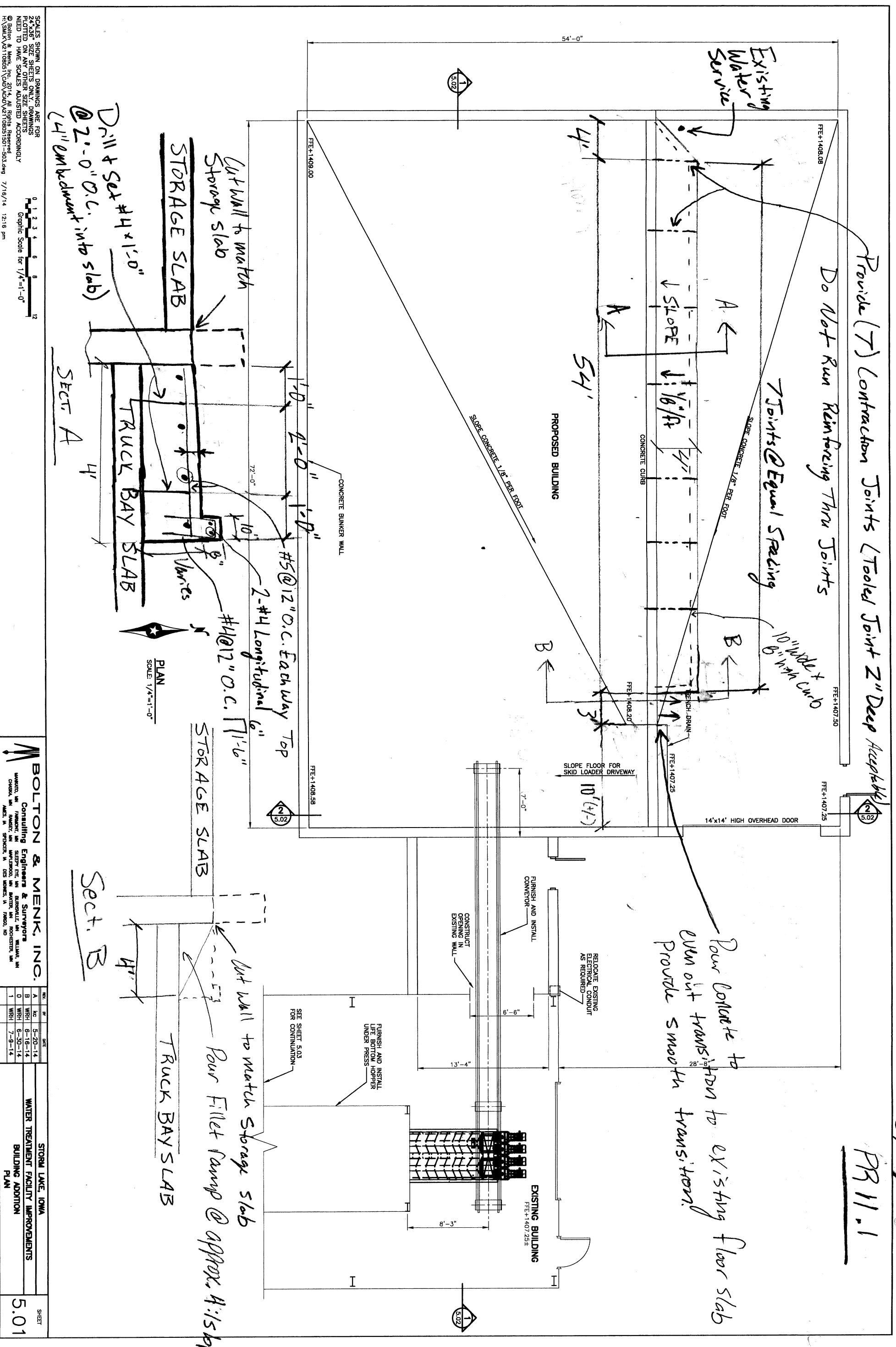
Attachments: Sketch 11.1



ENGINEER: Herman Dharmarajah, Ph.D., P.E. *AS*

DATE: June 1, 2015

PR 11-1





GRUNDMAN-HICKS, L.L.C.

P.O. Box 927 • 1222 S. Second St. • Cherokee, IA 51012

Phone (712) 225-5179 • FAX (712) 225-5409



June 9, 2015

Bolton & Menk, Inc.
Attn: Herman
1960 Premier Drive
Mankato, MN 56001

Re: Storm Lake WTP Improvements

Herman:

We propose to change the following, per Proposal Request No. 11

Lime Building floor slab and concrete curb modifications

Material: Rebar	
Harris Rebar (see attached)	\$ 450.00
Concrete: 13 yds	\$ 1,300.00
Demo wall:	\$ 2,100.00
Labor to demo, form curb and floor slab, rebar	\$ 4,000.00
Misc material	\$ 1,200.00
Travel	\$ 200.00
Dump fee	\$ 300.00
Profit and Overhead (15%)	<u>\$ 1,432.50</u>
TOTAL	\$10,982.50

Sincerely,

GRUNDMAN-HICKS, L.L.C.

Mitch Knippel

Proposal Request

OWNER ☐ Todd Allen, City of Storm Lake
ENGINEER ☐ Herman Dharmarajah, Bolton & Menk, Inc.
CONTRACTOR ☐ Bill Lehnertz, LS Engineers
FIELD ☐ Deb Pruett, Grundman-Hicks, LLC
OTHER ☐ Andrew Sindt, Bolton & Menk, Inc.

PROJECT: **Water Treatment Facilities Improvements**

OWNER City of Storm Lake, Iowa
TO: (Contractor) Grundman-Hicks, LLC
Attn: Steve Nobles
1222 S. 2nd St.
PO Box 937
Cherokee, IA 51012

PROPOSAL REQUEST NO. 11

DATE: June 1, 2015

ENGINEERING PROJECT NO.:
A21.108051

CONTRACT DATE:
August 4, 2014

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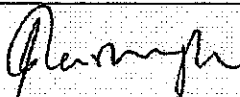
Description:

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Attachments: Sketch 11.1



ENGINEER: Herman Dharmarajah, Ph.D., P.E. *AS*

DATE: June 1, 2015



CHANGE ORDER CO #002

1401 N. 15TH AVE., E.
NEWTON, IA 50208
PHONE: 641 /792-7142
FAX: 641 /792-2820

National Strength. Local Service.

SOLD TO: GRUNDMAN-HICKS LCC
1222 S 2ND ST
CHEROKEE, IA 51012-2139
Phone: (712) 225-5179
Fax: (712) 225-5409
Attention:

SHIP TO: STORM LAKE WTP IMPROVEMENTS
6011 HWY 110
STORM LAKE, IA 50588

Date: 06/03/2015
Contract Number: 00514148
Customer PO: 14-106
Sales Person: TIM DAVENPORT
Tax Included: No
Tax Exempt #:
Retainage: Not Allowed
F.O.B: Destination
Payment Terms: NET 30 DAYS

Change Order Type: ADD'L BAR PER MITCH OF GRUNDHAM HI	Quantity:	Unit Price:	Lump Sum Price:
Change Order Description: PER EMAIL CONVERSATION BETWEEN MITCH OF GRUNDMAN HICKS AND TIM OF HARRIS REBAR. ADDITIONAL REBAR IS NEEDED FOR AN ADDED SLAB.	Approx 0.4 Tons		\$450.00

Dated

Design Drawings:

Placing Drawings:

Change Order Summary

Original Contract Amount:	\$13,725.00
Additional Per Previous Change Orders:	\$350.00
Additional Per This Change Order:	\$450.00
Revised Contract Amount:	\$14,525.00

Please sign and date this Change Order document and return to our office within ten(10) working days.

The above change order is accepted.

GRUNDMAN-HICKS LCC

By: _____

Date: _____

AMBASSADOR STEEL FABRICATION, LLC

By: _____

TIM DAVENPORT SIOUX CITY, IA 51101
PHONE: 712-239-1168
CELL: 712-301-2953
FAX: 712-239-2279
EMAIL: tdavenport@harrisrebar.com

Date: _____

RESOLUTION NO. 156-R-2014-2015

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

To approve Change Order No. 2 to the contract with Grundman Hicks, LLC for the Water Treatment Facility Improvements Project, an increase of \$10,982.45 to the contract for moving an interior loading wall in the lime storage building 4' to allow easier back-up and loading of lime.

Total cost of Change Order #2 is an increase of \$10,982.45 to the contract. Total contract cost after change order #2 is \$843,470.45.

PASSED AND APPROVED this 3rd day of November 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

6/15/2015

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: Scott Olesen, Building Official

SUBJECT: **Ordinance No. 09-O-2014-2015 Update City Code Chapter 10-1 - Sidewalks - 3rd Reading**

BACKGROUND: After going through the process for sidewalk inspections and assessments for the past year the City Attorney and City staff have identified some changes that will make the ordinance more effective and will help staff to better understand and implement the process. The attached ordinance makes the changes that get us to that point. The changes included are as follows:

Section 10-1-5 is revised to remove the "introduction of a resolution regarding the assessment of costs" at a Council meeting. This will speed up the assessment process by one council meeting. The Council will still have to approve the assessments by Resolution before they are submitted to the County for collection.

Section 10-1-11 is revised to change the number of days in which an appeal can be filed from 10 to 15 days. The change in the number of days is to allow for better clarification of when the days start. The current ordinance provides for 10 days from the date of receipt which can vary. The proposed ordinance will give property owners 15 days from the date of mailing. Additionally, clarification has been made to the policy document to provide for mailing to each property owner on the same day by regular mail as well as certified mail. to ensure delivery.

Section 10-1-11 is also revised to clarify when the appeal would be heard to provide for proper notification to the City Council to comply with public meeting notification.

In addition to the ordinance changes City staff made some changes to the City's internal administrative process which uses the Ordinance as the guiding foundation but provides more specific information and direction on how to implement the

process for City staff. A copy of this policy in red line format is attached to this staff summary for Council's review as well.

FISCAL IMPACT:

The only fiscal impact to this ordinance is the cost of attorney fees to help draft and work through the recommended changes and the cost of publication.

RECOMMENDATION:

Adopt Ordinance No. 09-O-2014-2015 on
1st Reading - May 18, 2015 - PASSED
2nd Reading - June 1, 2015 - PASSED
3rd Reading - June 15, 2015

ATTACHMENTS:

Description		Type
	Redline Sidewalk Policy	Policy
	Ordinance	Ordinance

City of Storm Lake

Sidewalk Inspection Program

Administrative Policy

This policy is provided to provide guidance in how the City of Storm Lake Sidewalk Inspection Program shall be administered to ensure a fair and equitable process. Staff may recommend changes to the policy from time to time. All changes shall be reviewed by the City Manager and provided to the City Council for their review.

DEFINITIONS

The following general definitions are used throughout this administrative policy:

- ~~1. ADA Approach (Ramps) – ramps from the street level to the sidewalk level that are compliant with Americans for Disability Act utilizing the latest standards set by Federal and State governmental units.~~
1. Certified Mail – Mail sent via the US Postal Service Certified with a return receipt required.
2. Local Contractor – For the purpose of this policy shall be defined as a contractor who has requested to receive bid and quote notices from the City and/or any contractor with an office within the City limits of the City of Storm Lake.
3. Parcel Identification Number (PIN) – The number associated with the property for GIS purposes
4. Sidewalk – Sidewalk as used within this policy shall include the portion of sidewalk that is used for public pedestrian access and not sidewalk that is on private property (with the exception of private sidewalk that is on private property but is declared as public access sidewalk via an agreement or easement).
5. Sidewalk Approaches – the sections of sidewalk starting at the street level and moving up to a common “landing area”. ~~The Sidewalk Approaches are considered, for the purposes of this policy, the responsibility of the City of Storm Lake to repair. Responsibility for maintenance including snow removal of the sidewalk shall be that of the property owner. The property owner shall also be responsible for removal of snow and ice from the Sidewalk Approaches.~~
- ~~5.~~

ANNUAL REPORT

The Office of the Building Official shall provide an annual report to the City Manager and Storm Lake City Council which provides data on the previous year’s inspection process. The report shall be prepared in January of each calendar year showing the reporting period beginning January 1 and running through December 31 annually. The report shall include:

- The zones that were inspected during the year including a map showing what areas of the community the zones cover
- The number of inspections that were completed
- The number of properties that were found to be deficient
- The number of properties that were assessed for repair work

- The number of properties that were repaired by the property owner
- The number of appeals received and their outcomes
- A narrative report of the year in review including any major changes to the sidewalk inspection program, inspection highlights, and any suggestions for improvements to the program for future years

INSPECTION CYCLE

The inspection cycle for the Sidewalk Inspection Program shall be as follows:

In March of each year the Administrative Assistant assigned the responsibility of handling the processing for the program shall notify the inspections team, the City Clerk, and the City Manager of the zones that shall be inspected during the upcoming inspection cycle. The Administrative Assistant shall then prepare all inspection sheets for the upcoming inspection cycle. The inspection sheets shall be ready to go by March 31st annually.

Through the City's Communication Department, staff shall work to provide adequate notice of the upcoming inspections prior to the start of inspections on May 1st. Notice shall be provided in the manner in which staff believes is most beneficial including the following methods:

- Notification through the City's monthly newsletter "Tidbits"
- Notification through social media
- Notification through a press release sent to local media outlets
- Notification through the City's web page
- Other notification as deemed necessary

Inspections shall start no later than May 1st (or the 1st working day of May) of each calendar year. Inspections shall be completed within 20 working days but in no case later than June 1st of each calendar year.

During the inspections any violations that are found shall be identified on the pavement using colored paint and a sidewalk violation door tag shall be applied to the main door of the property. The door tag is intended to provide advanced notification that the sidewalk has been inspected and violations have been found. Formal notice will be the certified notice.

Following the inspection of sidewalks the inspector shall turn the completed inspection sheets into the Sidewalk Program Administrative Assistant. The Administrative Assistant shall then prepare notices of violation for each property where a sidewalk infraction is found and shall send the notices via certified mail and regular mail. The mailings shall be completed no later than June 10th of each calendar year.

The notice mailed to the property owner shall contain the following elements:

- Notice of the right to appeal the findings of the inspection. Appeals shall follow the process outlined in this policy.
- Notice to obtain a "Sidewalk Repair Permit" from the Building Official's office prior to the work being done and to pay the permit fee as outlined in the City's current Fee Resolution
- Notice to repair the found deficiencies within 60 days of the date of the notice

- Notice that failure to repair the deficiencies will result in the work being done by the City of Storm Lake and assessed against the property including the permit fee and an administrative fee

Sixty (60) days following the mailing of the notices, or upon expiration of such longer period as may be allowed by the City Manager under Section 10-1-10 of the City Code the City shall inspect all those sidewalks found to be deficient in the original inspection time to determine if the deficiencies have been repaired or not. The inspector shall file in writing the findings of the inspection.

For those deficiencies that have been repaired but no permit was issued the Inspector shall file a written report to the finance office assistant that includes the Property Owner Name, Address, Mailing Address and Phone of the Property Owner, Date of Inspection and Date of follow up Inspection, and Parcel Identification Number to the Finance Department so that the Finance Department may bill the property owners for the Sidewalk Repair Permit fee. Property owners who have not made payment on the Sidewalk Repair Permit fee within twenty (20) days shall then be sent a Past Due Notice and a phone call shall be placed to the property owner giving them another ten (10) days in which to pay for the invoice prior to a municipal infraction being filed against the property.

For those properties where deficiencies that were found in the initial inspection are not repaired at the time of the follow up inspection the Inspector shall submit to the City Clerk's office a report including the following information:

- Property Owner Name
- Parcel Identification Number
- Details of the repairs that need to be made to correct the deficiencies including the length of sidewalk and the width of the sidewalk per property that needs to be replaced
- Address of the property
- Mailing address and phone of the property owner

The City Clerk's office shall prepare a "Notice ~~to Public of Assessment~~ of Intent to Assess Property" that shall be filed with the Buena Vista County Recorder's office and shall be mailed ~~to each~~ each owner of property that is found to still be in violation. This notice shall be recorded and mailed by regular US Mail within ten days of receipt of the information from the Inspector.

The City's Clerk's office shall also prepare a bid document to be sent to local concrete contractors or those contractors who have filed and asked to receive the bid specifications for sidewalk work within 15 days of the receipt of the list from the inspector.

Upon receipt of the bids the City Clerk shall forward ~~the low bidder~~ to the City Council for award of ~~the~~ a contract, ~~by resolution to proceed with the work so that at the latest the~~ work is ~~shall be~~ completed by May 1 of the following year.

In the event that the City of Storm Lake has an outstanding bid for sidewalk replacement work with a per foot price the City may choose to use that bid to accomplish this work.

Following the completion of the work by the contractor the City Clerk's office shall mail a "Notice of Assessment" ~~notice~~ by Certified Mail and regular mail to each property owner providing the owner with the option of making payment in full of the amount due and notifying them of the total amount to be assessed against their property and giving them the right to appeal the assessment within 15 days of the date ~~of the letter~~ of mailing the notice.

~~Fifteen days after the mailing of the notices to property owners the City Clerk shall file the assessments with the Buena Vista County Treasurers Office.~~

If no appeal is timely filed or if Council has affirmed or modified the assessment after appeal the Council shall by resolution certify the assessment of a special tax to the County Auditor for Collection.

Following the appeal hearing, if any, the City Clerk shall draft and propose to the City Council a resolution to assess the property owners for a special tax. Upon approval of the resolution the City Clerk shall certify the passage of the resolution and deliver the certified copy to the County Auditor for collection.

In the event that an inspection reveals that a section of sidewalk was removed where sidewalk once existed, the City shall provide notice as required in the City Code and this policy to the property owner to replace the removed sidewalk. The property owner shall be given 120 days in which to repair. If the sidewalk is not repaired in that time frame the City shall proceed with having the sidewalk installed and assessed to the property owner with the term of the assessment being a maximum assessment of four (4) years with 5% interest.

COMPLAINTS

Citizens may make complaints regarding the condition of sidewalks within the City of Storm Lake city limits. Complaints shall be made in writing (email shall be an acceptable form of writing for this purpose) to the City of Storm Lake. The complaint once received shall be logged into the City's Code and Contact Management system.

Within five working days of the receipt of a complaint the City shall have an inspector inspect the sidewalk and determine if the complaint is warranted or not. Except for complaints filed between November 1 and April 1 the inspection of the complaint shall take place within five (5) days of the 1st business day following the complaint. For complaints received between November 1 and April 1 the inspection shall take place as soon as weather allows following the 1st business day of April but not later than the start of the next year's inspection cycle. Complaints that are warranted shall be routed through the inspection process noted in this policy.

~~For complaints on sidewalks that are not part of the annual sidewalk inspection group the start date shall be the date of receipt of the complaint. Complaints received in the fall of the year shall be notified by normal US Mail and then re-inspected during the next cycle of inspection (regardless of if that specific location is within the zone being inspected) and, if not completed, shall follow the process outlined in the City Code and this policy along with the rest of the deficient sidewalks in the inspection zone.~~If a violation of the sidewalk ordinance is found as a result of the complaint, City staff shall notify the property owner of the violation in accordance with this policy.

All complaints shall have written documentation completed following the inspection and filed with the original complaint within the City's document management program within twenty days of the complaint being filed.

INSPECTIONS

Inspections of sidewalks shall be performed by the City Code Enforcement Officer, the Assistant Infrastructure Superintendent, the Infrastructure Superintendent, and/or the Building Official.

The intent of this program is to promote consistency in the inspection of sidewalks and to insure the best pedestrian and bicycle routes available within the community.

INSPECTION PROCEDURES/REQUIREMENTS

Inspections shall be done at least once every ~~five (5)~~four (4) years for all properties within the city limits except the following:

- Central Business District – Shall be inspected annually
- City Owned and Maintained Trail and other City owned and maintained sidewalks– Shall be inspected annually

During the inspection, inspectors shall identify any violations to the sidewalk both in writing on the inspection report as well as identify the violation area on the sidewalk by painting the sidewalk deficiencies and any panels that need to be replaced.

Sidewalks shall be inspected for the deficiencies outlined in the current deficiencies guidelines.

City sidewalks that are found to be in need of repair shall be repaired and/or replaced within 60 days of the inspection date.

APPEALS

For the Sidewalk Inspection Program there shall be two types of appeals available as follows:

- Deficiency Appeal – the appeal of the occurrence of a deficiency as noted by the City inspector
- Assessment Appeal – the appeal of the amount of the assessment or the right to be assessed for the work

DEFICIENCY APPEAL

Property owners shall have the right under the Sidewalk Inspection Program to file an appeal to the City of Storm Lake regarding the occurrence of a deficiency as determined by the City's inspector. The property owner shall have the right to appeal to the City within ~~five (5)~~fifteen (15) days of the ~~receipt~~ mailing of the ~~certified~~ notice of deficiency.

All appeals under this section shall be heard by a committee of three (3) City staff members who are knowledgeable of the City's Sidewalk Inspection Program. However, the appeal board shall not include the inspector who inspected the sidewalk.

The appeal must be made in writing including the name of the property owner, address of the property where the deficiency was noted, and complete contact information for the property owner including but not limited to mailing address, home phone, cell phone numbers and email address.

ASSESSMENT APPEAL

Property owner shall have the right under the Sidewalk Inspection Program to file an appeal to the City of Storm Lake regarding the assessment of the work done by the City to their property for failure to complete the work as required by the City Code. This shall include the right to appeal the amount of the assessment.

Under this appeal type the property owner shall have ~~ten (10)~~ fifteen (15) days from the date of mailing of the Notice of Assessment to make the appeal. The appeal shall be scheduled to be heard by the Storm Lake City Council at the next available City Council Meeting provided that there is at least three working days prior to the Council meeting in which the appeal is filed. If the appeal is filed with three or ~~less-fewer~~ working days prior to the next Council Meeting the appeal shall be heard at the next following regular City Council meeting.

Upon receipt of an appeal the Building Official shall notify the City Clerk to schedule an appeal hearing as outlined in this Administrative Policy.

In preparation for the appeal hearing the Building Official shall provide the appropriate appeal board with the original inspection report, a copy of the appeal, pictures of the existing sidewalk showing the deficiencies and a copy of the sidewalk inspections criteria. In the case of an Assessment Appeal the City Clerk shall also provide copies of the notices sent to the property owner and the cost of the assessment and breakdown of the assessment amount for that property.

CITY RESPONSIBILITY

All sidewalks in front of City owned property and all sidewalks designed as part of the City's "trail system" shall be maintained by the City's Public Works Department. Additionally, all Sidewalk Approaches in residential and commercially zoned areas will be the responsibility of the City of Storm Lake to maintain.

Responsibility for maintenance refers only to the repair of the existing sidewalk and not to the removal of snow except for the sidewalk in front of City owned property and for the City's designed Trail sections. In the case of Sidewalk Approaches in residential and commercially zoned areas maintenance defined as removal of snow and ice shall fall the adjacent property owner per the City Code.

It shall be at the discretion of the Public Works Director as to if the work need to repair the sidewalk is done by City staff or by a hired contractor. In the event that the Public Works Director decides to hire a contractor to do the work the work shall be bid out to local contractors in a method that is consistent with the City's Purchase Policy and in a way that shall ensure that all local contractors shall be notified of the opportunity to submit a bid or proposal to do the work.

RECORDS RETENTION

All documents related to the City's Sidewalk Inspection Policy including inspection records shall be maintained for at least one complete inspection cycle (For example documents on property A shall not be destroyed until after the next following regular inspection for that same property) in paper format.

All inspection reports, assessments, and certified notices shall be maintained in digital format in the City's document management system indefinitely.

All documents shall have on them the Parcel Identification Number (PIN) for GIS purposes and shall be filed by physical address of the property.

The Building Official's office shall be responsible to ensure compliance with this records retention policy.

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 10-1 OF TITLE X OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TITLED ASIDEWALK 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, AAppeal Of Notice To Repair Or Notice of Assessment,@ is deleted and, in lieu thereof, the following new Section 10-1-11, captioned AAppeal 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 ____ day of _____, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

6/15/2015
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: Scott Olesen, Building Official

SUBJECT: **Ordinance No. 10-O-2014-2015 Amending Chapter 5-8 Of Title V Of The City Code Of The City Of Storm Lake, Iowa - THIRD READING**

BACKGROUND: The proposed amendment to the City of Storm Lake Rental Housing Code will provide clarification as to the definition of a "residential unit held out for rental to the public".

The proposed definition is based on the internal policy the staff has been using in the program up to now. Having a written definition will ensure a consistent application of the policy and allow for better understanding by the public.

I have attached a copy of the proposed Ordinance for your review.

FISCAL IMPACT: The fiscal impact for updating this ordinance is approximately \$500.00 and includes cost for publication and Attorney fees.

RECOMMENDATION: Approve the Ordinance on
1st Reading - May 18, 2015 - APPROVED
2nd Reading - June 1, 2015 - APPROVED
3rd Reading - June 15, 2015

ATTACHMENTS:

Description	Type
📎 Ordinance No. 10-O-2014-2015	Ordinance

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 _____ day of _____, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

6/15/2015

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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 157-R-2014-2015 Award Of Bid & Approval Of Contract For Housing Rehabilitation Projects #2014-3**

BACKGROUND: On Friday, May 29th the City opened bids on two more Housing Rehabilitation Projects. The bids were as follows:

Project #2014-3
K&M Construction (Storm Lake) \$26,699.78

Project #2014-4
The project administrator and inspector are still reviewing the bid on this project and the options available for moving forward.

The home owner for Project #2014-3 is ready to proceed with their projects and as such staff is recommending award of the bid and approval of the contract so that staff along with the Grant Administrator can schedule the pre-construction meeting with the contractor and the homeowner.

FISCAL IMPACT: The cost of the project will be as follows:
Project #2014-3 = \$26,699.78

The cost of the project is covered by the City's CDBG Grant.

RECOMMENDATION: Adopt Resolution No. 157-R-2014-2015

ATTACHMENTS:

Description	Type
📎 Resolution No. 157-R-2014-2015	Resolution

RESOLUTION NO. 157-R-2014-2015

A RESOLUTION OF THE CITY OF STORM LAKE, IOWA, AUTHORIZING THE ACCEPTANCE OF BIDS FROM CONTRACTORS FOR PROJECT #2014-3 AS PART OF THE STORM LAKE OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM.

WHEREAS; The City of Storm Lake has competitively secured bids in accordance with program guidelines for Project #2014-3 as part of the Storm Lake Owner-Occupied Housing Rehabilitation Program;

WHEREAS; The City of Storm Lake will accept the low bid from K & M Construction of Storm Lake in the amount of \$26,699.78 for the rehabilitation of Project #2014-3 as part of the Storm Lake Owner-Occupied Housing Rehabilitation Program; and

NOW THEREFORE, BE IT RESOLVED by the City of Storm Lake, Iowa, that the above mentioned contractor K & M Construction of Storm Lake be awarded a contract for the rehabilitation of Project #2014-3 as a result of the low bid that was publicly opened on May 29, 2015 in accordance with program guidelines.

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

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

6/15/2015

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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 158-R-2014-2015 Change Order #1 Housing Project #2014-3**

BACKGROUND: The original bids on the project included a price for new sheathing on the entire roof of the home as a precautionary purpose. After further inspection and a review of the underside of the roof and conversations with the homeowner the project inspector and the contractor on the project have determined that there is not a need for new sheathing, thus we can reduce the contract cost on the project.

All the parties on the project agree to the change order.

FISCAL IMPACT: This Change Order will decrease the contract amount by \$1,653.00. Total cost of the contract for Project #2014-3 after Change Order #1 is \$25,046.48.

RECOMMENDATION: Adopt Resolution No. 158-R-2014-2015

ATTACHMENTS:

Description	Type
📎 Resolution No. 158-R-2014-2015	Resolution

RESOLUTION NO. 158-R-2014-2015

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

To approve Change Order #1 to the contract with K & M Construction for the Housing Rehabilitation Project #2014-3 with the following changes:

- Removing new sheathing on the entire roof of the home

Total cost of change order #1 is a deduction of \$1,653.00 to the contract. Total contract cost after change order #1 is \$25,046.48.

PASSED AND APPROVED this 15th day of June 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

6/15/2015

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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion Authorizing Approval & Acceptance Of FAA Grant**

BACKGROUND: The Storm Lake Airport Commission has been awarded a grant from the Federal Aviation Administration (FAA) for the completion of an Airport Layout Plan. This project will help to determine the long term goals of the Airport and provide direction and guidance for the Commission as well as the City Council moving forward.

Attached to this staff summary are the various components of the grant document which have been prepared by the FAA and the consulting engineer for approval by the City Council. The City of Storm Lake is the fiscal sponsor for the airport and as such is the applicant for this grant.

FISCAL IMPACT: The total cost of the ALP Project is expected to run \$150,000.00. The grant will fund 90% of the cost of the project or \$134,752.50. The City will have to fund the remaining portion or \$15,247.50.

The City's cost of the project is budgeted in the FY 2015-2016 Budget.

RECOMMENDATION: Adopt Motion - Authorize Mayor To Sign

ATTACHMENTS:

Description	Type
Grant Application - Pages 1-40	Application
Grant Application - Pages 41-88	Application

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. 1237220. 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:

* Email: justin@stormlake.org

*Signature of Authorized Representative:

*Date Signed:

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	4th 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.

AGREEMENT FOR PROFESSIONAL SERVICES

2015 AIRPORT MASTER PLAN AND AIRPORT LAYOUT PLAN UPDATE

STORM LAKE, IOWA

This Agreement, made this 19th day of February 2015, by and between City of Storm Lake, P.O. Box 1086 hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 2730 Ford Street, P.O. Box 668, Ames, IA 50010, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional services in conjunction with completion of the Airport Master Plan and Airport Layout Plan Update as detailed in Exhibit I and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION I - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit I.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Exhibit I or as described in Paragraph IV.B. of this Agreement.

SECTION II - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include topographic surveys, preliminary plan layouts, soil surveys, drainage reports, aerial photos, utility agreements, and other data on existing utilities. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon both public and private portions of the project and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

- F. The CLIENT shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the consultant services described in this agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the project.
- H. The CLIENT will hire, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be used for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

- 1. The CLIENT will compensate the CONSULTANT in accordance with the following schedule of fees for the time spent in performance of Agreement services.

Schedule of Fees

Employee Classification	Hourly Billing Rates
Sr. Project Manager – Sr. Principal Engineer/Surveyor	\$120-198/Hour
Sr. Project Manager – Principal Engineer/Surveyor	\$100-160
Senior Transportation/Aviation Planner	\$110-170
Project Manager (Inc. Landscape Architect)	\$100-150
Project/Design Engineer/Planner/Landscape Architect	\$60-135
Licensed Surveyor	\$70-135
Project Surveyor	\$60-100
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$70-120
Senior Technician (Inc. Survey ¹)	\$70-145
Technician (Inc. Survey ¹)	\$50-90
Administrative Support & Clerical	\$35-80
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE
¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.	

2. Total cost for the services itemized under Section I.A (Basic Fee) shall not exceed \$147,725.00 (lump sum).

The CONSULTANT and CLIENT agree that the duration of the project is dependent upon factors that are outside of the control of the CONSULTANT. The scope of services defined in this project are based on known factors at this time. During the project when it is anticipated additional services beyond the control of the CONSULTANT will be required, the CLIENT agrees that the CONSULTANT will be reimbursed for additional services completed in excess of the budget stated above. Compensation for the additional work shall be based on the standard hourly rate for the individuals providing services on the project.

3. Additional services as outlined in Section I.B may vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.1.
- B. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates.

IV - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope of the project from that described in Section I and/or the applicable addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. The CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such additional services. The CLIENT may request an estimate of additional cost from the CONSULTANT, and upon receipt of the request, the CONSULTANT shall furnish such, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

CONSULTANT shall indemnify, defend, and hold harmless CLIENT and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent or intentional act or omission by CONSULTANT'S employees, agents, or subconsultants.

CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent or intentional act or omission by CLIENT'S employees, agents, or consultants except CONSULTANT.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S

services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE

The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage.

The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, general liability insurance coverage insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,000,000. The policy will include a \$2,000,000 General Liability Umbrella coverage.

During the term of this Agreement, the consultant agrees to maintain, at CONSULTANTS' expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services required by this agreement, providing that such coverage is reasonably available at commercially affordable premiums. For purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half of the design professionals practicing in this state in CONSULTANT'S discipline are able to obtain coverage. The professional liability insurance policy shall provide coverage for each occurrence in the amount of \$1,000,000 and annual aggregate of \$1,000,000 on a claims-made basis.

Upon request of CLIENT, CONSULTANT shall provide CLIENT with certificates of insurance, showing evidence of required coverages.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit I or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.

G. USE OF ELECTRONIC/DIGITAL DATA

Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable by this AGREEMENT or except as otherwise explicitly provided in this AGREEMENT, all electronic/digital data developed by the CONSULTANT as part of the PROJECT is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees). Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

H. REUSE OF DOCUMENTS

Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire an ownership interest in all identified deliverables, including Plans and Specifications, for any reasonable use relative to the Project and the general operations of the CLIENT. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project and any reuse other than that specifically intended by this AGREEMENT will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two years or such other explicitly identified completion period, after which time the Agreement may be extended upon mutual agreement of both parties.

K. PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after date of the CONSULTANT'S invoice, a service charge of one percent (1.0%) per month or the maximum rate permitted by law, whichever is less, may be charged on any unpaid balance. In addition after giving seven days' written notice to CLIENT, CONSULTANT may, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges.

L. TERMINATION

This Agreement may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice.

In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Agreement.

M. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

N. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

The CONSULTANT is an Equal Opportunity Employer and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Iowa.

P. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation, using a mutually acceptable Neutral Third Party and mutually agreeable mediation process. If the mediation is unsuccessful in resolving the dispute, the parties may mutually agree to submit to another method of dispute resolution or submit the dispute to a court of competent jurisdiction.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. SECTION 508 OF THE REHABILITATION ACT

All electronic Information Technology (IT) procured, developed, maintained or used as part of this Contract shall comply with Section 508 standards.

T. FEDERAL CONTRACT PROVISIONS

The agreement includes all provisions of the attached Exhibit II Required Architectural/Engineering Contract Provisions for Airport Improvement Program for Obligated Sponsors for professional A/E services funded under the Federal Airport Improvement Program (AIP). They are deemed part of this agreement and are incorporated herein.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

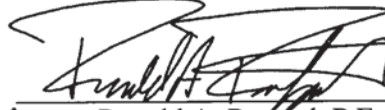
CLIENT: City of Storm Lake, Iowa

CONSULTANT: Bolton & Menk, Inc.



~~Jon F. Kraus, Mayor~~

James H. Petrich
City Manager



Ronald A. Roetzel, P.E.,
Principal

2/17/2015

Date

Attest:



Justin Yarosevich, City Clerk

Attest:



Matt Ferrier, P.E.

2/17/2015

Date

EXHIBIT - I
PROFESSIONAL SERVICES CONTRACT
AVIATION PLANNING AND SURVEY SERVICES

2015 AIRPORT MASTER PLAN and
AIRPORT LAYOUT PLAN UPDATE

STORM LAKE MUNICIPAL AIRPORT
STORM LAKE, IOWA

INTRODUCTION

In an effort to establish a solid plan for development of the Airport in the future, the City of Storm Lake which operates the Storm Lake Municipal Airport (Airport) has elected to undertake a study to update the existing Airport Master Plan for the 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. The Consultant was selected to provide Airport planning services to the City of Storm Lake and the Airport. This Scope of Services covers the planning services and tasks associated with an update of the Airport's Master Plan and Airport Layout Plan. This document provides the following important aspects of the project:

- Background information describing the context in which the master planning effort will be accomplished;
- Areas of emphasis for this master planning effort; and
- Project scope elements, describing the actual work activities, responsibilities, and level of effort.

BACKGROUND

The City of Storm Lake would like to update the Airport Master Plan and Airport Layout Plan for the Storm Lake Municipal Airport due to changes in FAA standards and the need to determine the role the airport will play within the community. The City of Storm Lake has a desire to use this study to position the Airport as an economic development tool to attract business development to the community. The City also desires to determine the best configuration for the Airport's airside facilities while maintaining compatibility with surrounding local land use plans.

For these reasons, an Airport Master Plan and associated ALP Update is recommended at this time.

AIRPORT MASTER PLAN AREAS OF EMPHASIS

An Airport Master Plan process evaluates many aspects of an Airport facility. The following areas of emphasis will be reviewed in greater detail in the Airport Master Plan.

Runway Configuration Evaluation

Iowa Highway 110 is located north of the Airport and is a penetration to the Approach/Departure surface to Runway 13. The existing runway configuration will be evaluated to determine the best layout and solution to eliminate the roadway obstruction.

Comprehensive Obstruction Evaluation

There is a need for the Airport to take action to mitigate FAR Part 77 obstructions to the navigable airspace. To identify obstructions to existing and proposed future runway configurations and design standards, the Consultant will acquire aerial imagery to conduct a detailed planning-level obstruction

analysis. This analysis will identify representative obstructions and help determine impacts of Airport development on surrounding roadways and landowners.

Evaluate Building Area Plan

The existing Airport building area has some room for expansion; however, a long-term development plan needs to be evaluated to accommodate corporate traffic and aviation business development, in addition to hangar storage. The plan will evaluate expansion opportunities in the building area based on the desire to attract corporate users to the airport. Development in these areas will enhance community economic development.

Financial Feasibility

The City sees a benefit to completing a Financial Feasibility Analysis to maximize the use of available resources. The plan will evaluate revenue enhancement strategies, which may include air cargo, industrial park development, and other Airport business development. This plan will allow the Airport to be maintained, operated, and developed in an efficient manner. The City desires to complete a financial feasibility analysis to better position the Airport to finance the projects recommended in the master plan and to demonstrate the financial feasibility of the recommended capital improvement program.

Public Involvement

The City of Storm Lake would like special emphasis to be placed on engaging Airport stakeholders and the general public throughout this process. The Consultant will develop a public involvement plan that allows Airport stakeholders the opportunity to provide input to the decision-makers. This will allow an Airport plan to be crafted that considers the broader interests of the general public.

TASK 1 – AIRPORT MASTER PLAN

The following sections describe the project scope elements for this master planning effort. The elements (phases) for this project are broken down as follows:

1. Project Development and Control
2. Public Involvement
3. Data Collection and Analysis

The discussion of each element that follows includes a detailed breakdown of the sub-elements that together makeup the scope of work. Preparation of an Airport Master Plan will follow FAA guidelines described in FAA Advisory Circular 150/5070-6B *Airport Master Plans* and other FAA Regional guidance. FAA airport design standards will follow FAA AC 150/5300-13A *Airport Design* as it stands at the time of the executed Work Order.

PROJECT DEVELOPMENT AND CONTROL

1.0 Project Formulation

It is important at the onset of the planning process to define a detailed scope of services to conduct the master planning effort. The study design includes development of a comprehensive scope of services, definition of effort necessary to accomplish the work scope, and preparation of realistic work effort and cost budgets for completing the work. It also serves to organize the project planning team, which includes the Consultant, its sub-consultants, Airport Management, and City staff so that the necessary study efforts are effectively executed and the participant roles and responsibilities are clearly defined.

Information was gathered from Justin Yarosevich, Assistant City Manager, for the specific purpose of discussing the project and scope elements to be completed as part of this master planning effort.

2.0 Project Scoping

The effort for this Element includes preparation of this scope of services for the master planning efforts. The deliverables for this element will be a draft and final scope of services, project schedule, an agreed-upon project planning budget and an agreement for the proposed planning work. Specialty sub-consultants and their scope of work will be identified and included in the process. The scope of services, the schedule and the budget will all be detailed by study element. In addition to elements, the budget will be identified using rates by role, labor hours by task, person-trips, reimbursable costs and specialty sub-consultant budgets.

These documents will form the basis of the agreement to provide professional services for this project. In an effort to assist the CLIENT in meeting FAA project procurement requirements, the CONSULTANT will also coordinate the preparation of an Independent Fee Estimate between the CLIENT and an independent consultant separate from the scope of this contract. The cost of the Independent Fee Estimate is not included in this scope of work or fee estimate; however, these costs are eligible for reimbursement by FAA.

3.0 Project Management

Projects such as this study demand a refined approach to project management to achieve success. This is especially true at the beginning of the process when the goals, direction, criteria, assumptions, roles, and expectations are developed. Continuous and timely coordination with the Airport and its designated project Operation Specialist will be provided throughout the study. Project management tasks will continue throughout all aspects of the agreed-upon project schedule.

This effort includes communication among the project team for purposes of tracking the progress of the studies. Managing the various technical work tasks among the project team is necessary for a successful project. Project management duties will include:

- Developing and documenting the project plan
- Organizing the project team
- Launching the project activities
- Executing project activities
- Monitoring and controlling the project to achieve results
- Managing/mitigating risks and solving challenges
- Invoicing and monitoring project budget

Regular project status briefings will take place throughout the study process. These briefings will take place in person or via a telephone call or an email between the Assistant City Manager and Consultant's client operation specialist or approved staff. These briefings will include status reports of current work, upcoming meetings and work effort and discussion of any challenges in the study effort which may affect the schedule, process or budget.

Airport Primary Point of Contact
Justin Yarosevich, Assistant City Manager

Bolton & Menk Point of Contact
Matt Ferrier (Client Operation Specialist)

Secondary Point(s) of Contact
Melissa Underwood, Senior Aviation Planner
Greg Broussard, Project Engineer

Monthly written status reports will be compiled to coincide with sponsor coordination meetings. Specific critical needs of this project will be identified for related consultant support. Consultant will coordinate with the various other consultants working at the Airport in their respective roles and responsibilities.

PUBLIC INVOLVEMENT

4.0 Public Involvement Plan

Introduction & Purpose: Public involvement will be a key component to the successful development of Storm Lake's Airport Master Plan. The purpose of this plan is to identify the goals and objectives of public involvement related to this study and to clarify details for the master planning process.

The general public is most often unaware of the contributions an airport provides to the health and vitality of a community, including how an airport's infrastructure strengthens the local economy. When airport building areas or runways need to expand to support existing and future demand, the public often views the expansion negatively. As a result, it is vital to understand airport user needs, perspectives of the public and state and federal review agencies, and the tradeoffs between the alternatives being considered. Developing this understanding, sharing this information between stakeholders, and considering the input received will provide a strong foundation for the future projects ultimately identified in the Airport Master Plan.

This Public Involvement Plan includes proactive outreach strategies. It focuses on:

- Identifying "key influencers" in the community who may be leaders among certain community networks and/or who have the ability to influence others positively or negatively about the Airport's plans.
- Positive two-way communication with all stakeholders, including the public and state and federal environmental review agencies.
- Providing forums to educate the public regarding Airport needs, benefits, opportunities, and project rationale, as well as share the public's comments and concerns so they can be addressed in a proactive manner.

Goals and Objectives: Public involvement provides the public and agencies with continuing opportunities to be involved in the development of the vision for the Airport for the next 20 years. Input from affected agencies and the public lends credibility to key decisions made during the planning process. Making timely, accurate, and useful information available to both key decision-makers and the general public will help to achieve the following goals and objectives of public involvement:

1. Inform, obtain input and gain support. Inform and solicit input on the planning process and ultimately establish a foundation of understanding with the public and local, state, and federal agencies regarding identified future projects.
2. Long-range planning. Enable effective identification and prioritization of projects based on identified Airport user needs to support long-range planning for the Airport.
3. Achieve informed agreement. The intended outcome of the master planning process for the Airport is informed agreement among decision makers and the public on the vision established in the Airport Master Plan.

These objectives will remain consistent over the course of the public involvement effort. A public involvement plan narrative identifying stakeholders, meetings, materials, and overall strategies to involve the public with this project will be developed.

Project Management

Managing a public involvement process for an Airport Master Plan project requires large amounts of coordination time. Typically, time is needed for the Consultant or Client to coordinate with the Airport/city staff, address stakeholder questions, or prepare separate written responses to other stakeholders concerns. Project success with the public requires timely, on-call services to address these needs as they arise. The City will be the primary point person addressing stakeholder questions. This scope of services includes a nominal budget of sixteen (16) total person-hours for professional Consultant assistance throughout the duration of the public involvement effort. Additional efforts will be directed to the Assistant City Manager. The Consultant will complete additional work at an hourly rate upon approval by the City.

5.0 Public Involvement Meetings

The Public Involvement Plan for the Storm Lake Airport Master Plan contains the following meetings:

Master Plan Advisory Group

Purpose: The Master Plan Advisory Group (MPAG) will provide input on information being considered and findings being developed throughout the Airport Master Planning process. The MPAG will help assess Airport issues and needs and be a vital part of the overall project. This group will act as a sounding board for proposed development alternatives, as well as be a conduit for information among various interest groups throughout the community. Interaction with the Assistant City Manager and the MPAG will be essential for the review and assessment of project information that will ultimately be incorporated into the Airport Master Plan.

Description: The MPAG will include the Assistant City Manager and other representatives as follows

- Airport Commission
- Airport business representation
- City Council
- City Planning Commission
- Federal Aviation Administration Airport District Office (FAA ADO)
- Iowa Department of Transportation Office of Aeronautics (Iowa DOT)
- Staff from Iowa City's planning department/Zoning Board
- Others as necessary

The MPAG members each represent an area or stakeholder group, and will be expected to share their perspective with the MPAG, as well as take information back to the groups they represent. The Consultant and the Assistant City Manager will work through each represented entity to identify their appointed liaison.

The Consultant team will lead the preparation and facilitation of the MPAG meetings and distribute meeting notices and summaries for up to four (4) MPAG meetings to be held at the Airport. Meeting graphics and presentations will be prepared for each meeting.

MPAG meetings will be held at key milestones in the development of the Airport Master Plan where there are critical decisions to be made. They will be used to solicit information and responses from the Assistant City Manager and MPAG members regarding information presented by the Consultant. Consultant staff will send invitations two weeks before the MPAG meeting.

Project workbooks, as well as related meeting handouts, and meeting summaries will be provided for each MPAG member. This will also include one hard copy of the working documents for each of the project work items.

Since the resulting documents of the overall study effort will be the property of the City of Storm Lake, it is important for Airport officials to act as the final sounding board for information contained in any final work products associated with the study. The Assistant City Manager is responsible for the final review and approval of all changes recommended by the MPAG as they pertain to the documents developed by the Consultant. This process will streamline the overall project flow and provide for a more refined approach to the review of the various documents which will be developed and form the Airport Master Plan. If questions regarding comments need to be addressed, this can be accomplished by either telephone calls or email for review and clarification.

Public Information Meetings

Purpose: To gather input and inform the broader public and other stakeholders of the progress of the Airport Master Plan.

Description: Up to One (1) Public Information Meeting will be held to share information and receive meaningful input from property owners and other stakeholders on planning considerations that have yet to be identified. The specific format for each meeting will be determined by the Assistant City Manager and the Consultant. Examples of possible formats include:

- Open house format where interested persons can view various graphics and ask questions in a very casual environment
- Workshop format where a formal presentation can be given along with a working session to solicit information from interested citizens

The Consultant is responsible for preparing the meeting notice, presentation, necessary graphics and handouts and will have up to three (3) staff available for the public information meeting. The Airport is responsible for costs associated with advertising and placing appropriate notices to inform the public about the various meetings and workshops, as well as for securing an appropriate location in which to conduct the meetings.

Outreach Meetings

Purpose: To gather input and inform a specific area adjacent to the Airport regarding specific elements of the Airport Master Plan.

Description: The Consultant will not hold any outreach meetings in this project.

Airport Commission Updates/Meetings

Purpose: To provide regular updates to the Airport Commission on key information and the status of the planning process and obtain input.

Description: The Consultant's role will be to provide staff support to the Assistant City Manager and assist with up to four (4) total presentations to the Airport Commission. The intent is to discuss progress and issues, build understanding for the factors influencing recommendations, obtain consensus on the draft findings, and listen to and consider elected and appointed official comments and concerns. Meeting presentations, graphics, and handouts will be prepared.

6.0 Public Involvement Materials

The Public Involvement Plan for Storm Lake Airport Master Plan contains the following materials:

Project Website

Purpose: To provide user friendly, easy internet access to information about the project and provide a “submit comment” feature for the public to provide comments about the project through the web.

Description: A project website will be developed and updated at specific milestones (every other month) to help inform the public and solicit feedback about the project. Project information will be posted on this website and used for dissemination of information related to the project, including upcoming public meetings.

The project website will be hosted by the Consultant for the duration of the planning project. The City will include on its website a link taking the viewer to the project website. The Consultant will provide the Assistant City Manager draft content for approval prior to uploading onto the project website. An online comment page will be placed on the project website and any comments received will be read and then forwarded to the Assistant City Manager for action, if needed.

Newsletters

Purpose: To provide written information about the project to adjacent landowners, city officials, and other interested stakeholders.

Description: Project newsletters will not be developed by the Consultant in this project.

Meeting Minutes

Purpose: Meeting minutes document important information shared, subsequent discussions, and decisions made at each meeting. These documents serve to create a “paper trail” of decisions made during the life of the project. Meeting minutes will serve as a general summary of each meeting.

Description: Meeting minutes will be developed after each MPAG and project meeting, and distributed to the City and meeting attendees electronically in PDF format.

Public & Resource Agency Outreach

Purpose: The purpose of Public & Resource Agency Outreach efforts is as follows

1. Share identified Airport user needs;
2. Inform surrounding landowners about the proposed Airport development plans;
3. Obtain information about what planning or environmental factors should be considered by the CLIENT as alternatives are developed and evaluated, and;
4. Notify agencies of the draft Airport Master Plan and allow another opportunity to comment.

Description: In the outreach submittal, Airport development alternative maps will be mailed to environmental review agencies and surrounding landowners for their review. Comments will be solicited on Airport user needs and factors resource agencies desire to be considered in the Airport planning process. A summary of input received will be completed. Information received will be fed back into the planning process at key points in the study.

The Consultant will not complete Public & Resource Agency Outreach as part of this project. The City may, however, complete this effort. The Consultant will provide general assistance to the City in the form of examples and process guidance. The City will be responsible for completing this effort at their choosing.

The City may also notify agencies and the general public of the draft Airport Master Plan for review and comment.

Early Environmental Review

Purpose: The purpose of Early Environmental Review Agency Outreach efforts is twofold

1. Share identified Airport user needs
2. Obtain information about what planning or environmental factors should be considered by City as alternatives are developed and evaluated

Description: Existing informational data and mapping will be used to evaluate environmental factors identified during the Airport Master Plan process. A summary of the existing conditions obtained will be developed. Information gathered will be used in the planning process at key points in the study.

DATA COLLECTION AND ANALYSIS

7.0 Data Collection

The initial step in the inventory process will be to review previous planning, environmental, and other issue-specific studies undertaken for the Airport to determine their continued validity. Federal and State aviation plans, as well as plans from Airport tenants will be investigated as appropriate. Data collection and analysis may include, but will not be limited to, the following:

Airport Planning Documents

The Consultant will identify and review existing Airport planning documents to assist in developing a comprehensive base of information to be used in the planning process. The Airport shall provide copies of any existing electronic files which may be of assistance in developing the ALP update, as well as reports or studies which contain information related to the planning topics identified within this scope. These may include documents such as, but not limited to the following documents:

- Current and previous master plans and airport layout plans
- Recent environmental NEPA documents
- Airport operational information (i.e. based aircraft, fuel sales, policies/procedures)
- Airport financial records (i.e. revenues/expenses, lease information)

Community Information

Consultant shall coordinate with and obtain existing GIS database information from City/County and shall use the collected data resource information for the various work tasks. An inventory of existing land use, City/County Comprehensive Plans, zoning, and related regulations will be completed.

Detailed Airport Information

An inventory review of financial and legal information related to the financial condition, Airport policies, administrative regulations, grant status, Airport use and lease agreements, and other Airport user agreements which affect the financial management of the Airport and which will affect the financial reasonableness of implementing the Airport Master Plan CIP will be completed.

Airport Property

The Consultant will also perform a records search and title opinion of the Airport property boundary of the existing Airport to update the "Exhibit A" property map. This inventory effort will include the following to obtain available title/deed/easement information of Airport property interests:

- Coordination with Iowa DOT Office and FAA ADO to obtain any available property information
- Research at County Recorder's office for easements on adjoining lots and on platted Airport lots
- Obtain online account with Buena Vista County
- Obtain document reproductions for City/Airport parcel deeds as well as adjoining property deeds
- Prepare Base Map with City property and adjoining Airport property
- Map easements found during records research at County Recorder's office
- Tabulate Airport property information as part of Base Map

8.0 Existing Airport Review

Site Inspection

The Consultant will conduct an on-site visual inspection and review secondary sources, to prepare a description and inventory of existing airfield and landside facilities. This inspection will likely not be able to be held in conjunction with one of the team meetings, and a separate trip will be anticipated.

The current 5010 *Master Record*, ALP Update, site inspections, and as-built facility plans will serve as the basis for the majority of the inventory information. Items to be inventoried include:

- Runways and taxiway (including pavement condition taken from previous studies)
- Apron and ramp areas (including pavement conditions taken from previous studies)
- Terminal and offices
- General aviation facilities
- Airport access roads
- Maintenance facilities
- Hangars
- Ground access, circulation, and auto parking
- Fuel facilities
- Existing and proposed uses of Airport property
- Airfield lighting
- Landing aids and instrumentation
- Wind data (new data to be acquired from National Climatic Data Center)
- Runway Protection Zones and Obstructions
- Runway Safety Area

Environmental Overview

Environmental factors and constraints will be an important consideration during the development of improvement alternatives. Work effort includes research and review of existing NEPA documents, environmental reports, maps, and databases showing environmental or physical attributes that may represent constraints. Data will be compiled into composite planning consideration drawing(s) illustrating the constraints. This task will rely mostly on data available from existing sources, and will not include new field investigations or delineation surveys. Effort will include coordination with the City/County, resource agencies, and research into City/County Code to research environmental constraints, including but not limited to land use zones, wetlands, floodplains, protected wildlife, and other natural or man-made features. Any field investigations or delineation surveys necessary for the planning effort will be identified for inclusion in a subsequent amendment to the project agreement.

Existing Facilities Summary

The data collection and inventory effort will summarize the historical and existing facilities and conditions at the Airport as well as information and direction necessary to develop the Airport Master Plan Update. Deliverables from this Data Collection and Inventory task will include a brief summary including text and graphics pertaining to the existing facilities at the Airport along with existing land use, zoning, City/County Comprehensive Plans, previous planning studies, etc. This summary will serve as the draft copy of the

inventory chapter of the Airport Master Plan Update.

9.0 Aviation Demand Forecasts

Development of projections of aviation demand is a key element in the planning process and is important data to be used in determining current and future Airport's needs, in assessing the environmental effects of proposed actions, and determining the economic implications of future growth and development.

Projections of short-, intermediate-, and long-term demand levels (i.e., 5-, 10-, and 20-years) will be developed. As part of this element, appropriate regional, state, and national aviation trends and existing (independent) projections will be investigated.

Airport Operational Information

The Airport will provide the Consultant with available Airport operational information, which would include but is not limited to fuel sales and based aircraft. Historical aviation activity will also be analyzed for the Airport by demand component. Existing projections from the FAA's Terminal Area Forecast (TAF) and State forecasts will also be utilized.

Airport User Survey

A comprehensive Airport user survey will be developed in coordination with City staff to obtain local Airport operational information. A separate Airport and business survey will be developed. This user surveys will be developed by the Consultant, administered online and the results will be tabulated and distributed to the City. Information on how to access the survey will be provided to the City. It will be the responsibility of the City to distribute information on how to complete the user survey to local pilots. Any specific follow-up interviews via phone or e-mail will be completed by the Consultant to obtain necessary information. Other follow-ups will be completed by the City at their choosing.

Aviation Forecasts

Through the Airport records, historical activity research, existing projections, user survey, and follow-up interviews; data will be obtained on activity levels showing local/itinerant operations and approach type/design group, in addition to critical design aircraft and based aircraft by approach type/design group. The following components of aviation demand will be projected for 5-, 10-, and 20-years:

- Aircraft operations
 - General aviation (local/itinerant)
 - Military
- Based aircraft
- Aircraft fleet mix (based/itinerant)
- Critical design aircraft

Projections of aviation demand will be developed using standard FAA forecasting methodologies, such as share of the market, regression analysis, time series analysis, and trend line analysis. Peak hour aircraft operations will also be developed using best available data and consultant-developed factors.

Results of this element will be used to determine future needs for airside, landside, and support facility components at the Airport. Methodologies used in this task will be reviewed with the City and the FAA Airports District Office before the element is finalized. Close coordination will be maintained to ensure acceptance of the projection approach. The aviation forecasts will be reviewed and approved by the FAA before further proceeding with the Airport Master Plan study.

Deliverables

Deliverables associated with this task will include a report which summarizes, with appropriate graphs, charts, maps, and drawings, the methods and results of the projections of aviation demand. Once reviewed by the FAA, these findings will be used as part of a chapter in the final Airport Master Plan report.

10.0 Demand/Capacity Analysis

Within this task, current activity levels will be compared to the Airport's operational capacity. Using established FAA criteria and the findings from previous work efforts (i.e. inventory, and projections). Consultant will review the existing runway configuration to determine its capacity and limitations. The capacity of the Airport's existing aviation facilities will be compared to demand projections for the short-, intermediate-, and long-range planning periods (5-, 10-, and 20-years). Surpluses and deficiencies will be identified. The existing Airport will be reviewed for any FAA safety deficiencies.

The Airport's ability to accommodate existing and projected activity will be determined using approved FAA capacity methodologies. The capacity, or that level of activity at which unacceptable delay occurs, will be compared with aviation projections to determine if and when additional capacity should be provided in the future.

Airside facilities at the Airport will be analyzed. Using the FAA's methodology for calculating annual service volume (ASV), the Airport's annual operational processing capacity will be estimated. Inputs for this analysis include aircraft fleet mix, navigation aids, physical orientation of runways and taxiways, spacing of taxiway exits, percentage of the Airport's training activity, and peaking characteristics.

Landside facilities at the Airport will also be analyzed in terms of their capacity and ability to accommodate current demand. Using FAA guidelines, as well as consultant-developed factors, capacities of landside facilities such as hangars and apron space will be determined. To determine their adequacy, these capacities will be compared to current and projected demand identified during the inventory and forecast elements. A simple analysis of passenger terminal area facilities (passenger terminal building, terminal area parking facilities) will also be performed.

Deliverables

Deliverables for this task will include a summary of the findings of this task which will be used as a portion of a chapter in the final master plan document. The summary will be provided to the Airport staff and MPAG as part of the MPAG meetings.

11.0 Facility Requirements

Required facilities will be identified through the inventory of existing facilities and the capacity analyses when compared to projections of aviation demand. Anticipated timing of required improvements will also be identified. FAA Advisory Circulars (AC) referenced as part of this task will include but not be limited to: AC 150/5300-13, *Airport Design*; FAR Part 77, *Safe, Efficient Use, and Preservation of Navigable Airspace*; 150/5060-5 *Airport Capacity and Delay*, and 150/5070-6B *Airport Master Plans*.

Tabulated wind data will be obtained from the National Climatic Data Center for the most current 10-year data. Full All-Weather, VFR, and IFR wind roses will be prepared for use in this Airport Master Plan and the ALP update.

Utilizing current FAA planning criteria, the Consultant will review the facility needs based on projected future activity and the Airport's role in the local, regional and national aviation and economic system. Facilities to be analyzed using best available information include:

- Approaches
- Runways
- Runway Safety Areas
- Taxiways
- Aircraft apron areas
- FBO, corporate, and general aviation facilities
- Aircraft storage and hangar areas
- Support facilities such as maintenance and utilities
- Fuel farms
- Airport access and circulation
- Storm water utilities

Future requirements will provide the basis for evaluating alternative development actions that might be adopted to satisfy the need for improved facilities. The facility requirements analysis for the Airport will focus on a number of specific issues that are most important to the Airport's future growth and development. The alternatives analysis will identify, review, and evaluate options for accommodating these activities in their existing location over the planning period. The objective of the facility requirements analysis will be to ensure that each of the Airport's functional aviation areas has long-term flexibility and growth potential that will enable it to respond to changing demand scenarios. Facility requirements will generally be tied to the 5-, 10-, and 20-year demand projections developed as part of this study. The ADO has identified a need for Airport Master Plans to identify any Airport design deficiencies. A summary of the existing Airport's compliance with FAA existing Airport design standards will be completed in this section.

Deliverables

Deliverables for this task will include summaries of the facility requirements for review by Airport staff, MPAG and the FAA. This summary will be used to create a portion of a final chapter in the master plan report.

12.0 Alternatives Analysis

Consultant will develop and document feasible alternatives for the development of the Airport's facilities, based on the results of the previous tasks. Each of the alternatives will be graphically illustrated, as appropriate, and presented to the Airport and MPAG for review and consideration. These alternatives will take into consideration the long-term development of the Airport, while also planning for the near-term implementation of projects.

The next step in the alternatives analysis will be to identify potential alternatives for meeting future facility requirements. Alternatives will be identified, graphically depicted, and evaluated in light of demand projections, the capacity analysis, and facility requirements determination. Once reasonable development alternatives have been identified; their merits and deficiencies will be compared. Factors to be considered in the evaluation may include:

- FAA Design Criteria
- Safety Standards
- Capacity Recommendations
- Expansion Potential
- Compatibility Issues (including Land Use/Zoning)
- Off-Airport Development Potential
- Operational Impacts
- Economic Impacts

- Environmental Impacts
- Overall Feasibility
- Clear Airspace

Other factors may include sustainability. Basic sustainability goals and objectives may be developed through discussions with Airport management, and may be used to evaluate each alternative and its ability to meet and/or comply with these standards. No additional special studies related to sustainability will be completed in this scope of services. Airfield and hangar/terminal area alternatives will be evaluated independently. It is assumed that up to five (5) airfield alternatives will be developed, and up to three (3) terminal area alternatives will be developed. Each alternative will include graphical depictions of each development “footprint”. A preliminary screening process is not anticipated; however input from the MPAG will be solicited about desired airfield and hangar/terminal alternatives to be evaluated. An intensive planning session(s) will be held to present, review, and evaluate the alternatives.

The alternatives will be quantitatively and qualitatively ranked, according to their performance against safety, capacity, and compatibility criteria. A preferred development alternative for each of the functional components will then be selected by the MPAG. Location options and development needs for support facilities will be reviewed and investigated as part of this phase of the alternatives analysis. Some facilities may have a single, logical development option associated with them. For those facilities, an analysis of alternatives may not be necessary.

The alternatives analysis will result in identification of a recommended course of action for the Airport to follow over the ensuing 20-year planning period. The logic and justification for following the recommended plan will be detailed. At this stage of the study, the plan will be conceptual in nature and will be subject to further refinement, particularly through the financial feasibility analysis, environmental overview, and as detailed layout plans are prepared in subsequent tasks.

Deliverables

Deliverables for this task will include graphics and text as appropriate to summarize and document the merits of each alternative developed. This information will be presented in a working paper format which will ultimately be included in the Airport Master Plan report document.

13.0 Environmental Overview

The objectives of this task are to prepare a summary of the inventory of environmentally sensitive features of the Airport and the potential impacts upon those as part of the recommended development plan. The inventory will include readily available information and review the following:

- Potential environmental impacts of the selected airspace/land use/airfield/landside plan to allow refinement of the plan.
- Potential significance of the impacts.
- Possible abatement and mitigation measures which may reduce or eliminate any potentially significant adverse impacts.
- Prior environmental and planning documents.
- Current site conditions at the Airport.

A preliminary overview of environmental resource categories known or easily visible upon site inspection will be done in conformance with the most current FAA Order 1050.1E, *Environmental Impacts: Policies and Procedures*, FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions*, FAA Advisory Circulars and applicable federal, state and local regulations. Any of the other environmental resource categories where an impact may be anticipated will be identified as a potential impact.

The environmental overview is not intended to substitute for a National Environmental Policy Act (NEPA) document. It is to provide information on obvious environmental resources applicable to the Airport. For master planning it is not necessary to carry out substantial investigations such as cultural resource studies or wetland delineations or to define all environmental factors needed for a NEPA document. This scope of work does not include the depth of NEPA review to meet the requirements of an Environmental Assessment or Environmental Impact Statement. It is intended to be used as a basis for these documents.

The environmental overview will include the following environmental inventory items and contain appropriate discussion in the Airport Master Plan report.

Aircraft Noise

Aircraft noise is a component of Airport operations that, when evaluated, identifies the influence of Airport activity beyond Airport property. A detailed noise evaluation will not be performed as part of this master plan study. A short summary of the FAA noise impact thresholds will be discussed. But if recommended at a later date can be added back in under the "Additional/Optional Services" Task.

Compatible Land Use

Provide a short narrative of compatible land use per various FAA Advisory Circulars and State criteria.

- Location of Land Use Compatibility
 - Residential
 - Public Use (churches, schools, hospitals)
 - Commercial Use
 - Manufacturing and Production
 - Recreational
- Identify zoning and/or platting associated within the Airport vicinity for land use compatibility
 - Residential
 - Commercial
 - Industrial
 - Agricultural
 - Public
 - Other
- Location of landfills, sewage treatment lagoons, wetlands
- Location of known DOT 4(f) land within a one-mile radius (recreational and historic)
- Location of possible planned water features within 10,000 ft of ARP
- Location of floodplains and floodways
- Prime and unique farmlands on Airport or projected to be acquired by Airport

This task will include a discussion of compatible land use issues in the Airport Master Plan report. To the extent necessary, based on changes in the existing land use and other conditions identified in the inventory portion of the Airport Master Plan, a land use plan will be developed that depicts the existing and recommended land uses for all land within the Airport property boundaries and in the surrounding vicinity of the Airport (generally defined at one mile of the runway ends and one-half mile parallel to the sides of the runway).

The Airport Master Plan will specifically categorize and identify proposed facilities and land use compatibility recommendations in accordance with applicable local, State, and FAA standards. Recommendations for local comprehensive plans will be completed and documented in the Airport Master Plan report.

Historic and Archeological

It is known that the Airport may have historical significance. Assessment of the local area and/or Airport environs will be completed to identify existing resources that have been recorded. The assessment will include a literature search at the State Historic Preservation Office (SHPO) to identify known archaeological sites and recorded properties on the National Register of Historic Places (NRHP). No on-site evaluation of structures or field survey will be conducted.

Water Quality

Review existing site drainage conditions and concerns:

- Appraise and map existing Airport drainage facilities including streams, culverts, ditches, drains, drainage control structures, berms, secondary containment, piping, and direction of flows
- Map future Airport drainage facilities

Fish, Wildlife, and Plants

Short narrative describing wildlife habitat and potential wildlife hazard issues.

- Literature/other review for endangered species and habitats on/near Airport.
- Literature/other review for fish, wildlife, plants, habitats, and migration routes on/near Airport (narrative from wildlife assessment)
- Summarize current wildlife controls – fences, mitigation, permits

Hazardous Materials and Solid Waste

Review site records and conduct no more than three interviews to perform an evaluation for known hazardous and solid waste issues associated with the Airport.

- Determine location of potentially contaminated areas
- Locate and size fuel storage, dispensing, and containment
- Locate and size agriculture operations, storage, mixing, and containment
- Location and type of maintenance activities

A Recycling Management Plan will be completed by the Consultant to meet new FAA requirements as outlined in Program Guidance Letter 12-08. These components will be added to the environmental evaluation in this task. The work will include the following:

- A waste audit;
- The feasibility of solid waste recycling at the Airport;
- Minimizing the generation of solid waste at the Airport;
- Operation and maintenance requirements;
- The review of waste management contracts; and
- The potential for cost savings or the generation of revenue.

No technical guidance has been released from FAA on the requirements of a Recycling Management Plan. The scope of this work will meet the requirements available at the time of this agreement. Additional FAA guidance released during this project will be utilized as much as possible without increasing project cost.

Wetlands

Discuss presence of wetlands on Airport property. Wetlands data will be taken from National Wetland Inventory Maps available, visual observations, or other available records.

- Map NWI wetland determinations
- Map other “wet lands” noted but not formally delineated.
- Map FEMA floodplain and floodway.

Deliverables

Deliverables for this task will be incorporated into the appropriate chapters such as existing conditions and alternatives development and evaluation. Any refinements to the preferred alternative based on the environmental analysis will be discussed in a white paper, and incorporated into the Airport Master Plan report.

14.0 Implementation / Financial Feasibility Analysis

The Airport Master Plan will identify various projects that are necessary to implement the preferred alternative.

The Consultant will formulate a list of projects according to applicable local, State, and Federal needs identified in this planning study. Cost estimates for the project will be developed to support this element of the Airport Master Plan. A preliminary Airport implementation plan will be developed to help determine the desired sequencing of projects identified for development. A five year Airport Capital Improvement Plan (ACIP) will be updated as part of this task.

This task will complete an ACIP funding plan and will include an analysis that will demonstrate the Sponsor's ability to fund the projects developed in the facilities requirements phase and scheduled through the phasing plan. This will include a review of the existing revenue and expenses for the Airport and the development of a financial plan to coincide with the phasing of the future projects shown on the ACIP for the Airport.

a. Existing Airports Financial Structure

This task will review the Airport's existing financial structure including revenue and expenses. This will consist of all current Airport contracts and informal business relationships on the Airport involving revenue producing areas such as, fuel facilities, fixed based operators and leased areas (hangar and land), both short and long term. This will formulate the base for capacity for the funding of future projects.

b. ACIP Financial Feasibility Plan

The ACIP will be assimilated with the development phasing plan for the Airport and future funding sources will be identified for the improvement projects of each phase. The potential funding sources will be clearly identified for each year of the financial plan following the anticipated schedule of the ACIP. The standard funding sources will include non-Primary Entitlement Funds, Federal Discretionary, State Apportionment, State, Airport Revenue and Local General Funds. Changes/increases in local revenue sources will be identified at each stage of recommended development, including increase in operations, users, leases, fuel sales projections, etc. that will naturally occur after the specific project is completed. It will also include a summary of the projected future expenses that will be incurred by the Airport for future projects as recommended by the ACIP.

Deliverables will be a summary report of all of the pertinent business terms, revenue generated from each source and recognition of the future local match for the projects scheduled in the ACIP. It will also lay out the funding strategies needed for each of the capital improvements shown on the ACIP using standard funding sources and include a pro forma cash flow analysis.

c. Revenue Enhancement and Review of Alternative Strategies

Revenue Enhancement: In order to help the airport improve their financial condition and keep costs at a reasonable level, a comparison of the Airport to other comparable airports will be conducted to identify ways to increase revenues. This subtask examines how those potential aviation activities could affect the immediate airport environs, including community, governmental, and environmental considerations. From a financial/revenue stream perspective, this

subtask includes a discussion of how revenue streams and cost expenditures are created through various aviation activities.

In the event that the available standard funding sources (described above) are not sufficient to cover the full project costs associated with the ACIP, and the revenue generated by the Airport facilities is not sufficient to cover the local share, a revenue enhancement plan will be developed to target specific large capital expenses anticipated through the ACIP and phasing plans. This would include developing alternative strategies for user fee based approaches, Public Private Partnership (PPP) opportunities, and third party developer funding alternatives.

Deliverables will include, a management plan for developing and occupying the facilities including timeframe, and an identification of resources required for each proposed revenue generation facility corresponding with the ACIP. A summary report detailing the type of revenue enhancement, the timing and the estimate financial gains will be provided. This will be incorporated into the summary report developed under (b) above.

d. Financial Feasibility Report

A financial feasibility report will be completed based on the data and plans developed through (a)-(c) above. It will include detailing the existing revenue and expenses, historical cash flow, the funding plan for the ACIP, timing of future revenue generation strategies and an overall summary of the cash flow analysis over the planning period.

e. Meetings

Subconsultant will participate in six (6) meetings throughout the course of the contract at an average of four (4) hours per meeting.

15.0 Documentation

An effective Airport plan places emphasis on developing concise, effective study documentation. Several types of materials will be produced to document the planning process as noted below. The report sections or chapters will be provided for FAA and local review, as will the draft and final documents.

Airport Master Plan Report

The Consultant shall prepare twenty (20) paper copies a draft and final Airport Master Plan Report which will summarize the planning process and document the findings of the elements outlined in this scope of services. This report will be written so that it can be easily understood by the general public. The format of the report will be determined through discussions with City staff, but will be based on the individual sections or chapters developed in the individual technical elements of this project. The final product will include a locally adopted Airport Master Plan report.

Anticipated sections/chapters of the Airport Master Plan report include:

- Introduction
- Facility Inventory
- Aviation Demand Forecasts
- Demand/Capacity and Facility Requirements
- Alternative Analysis
- Environmental Overview
- Preferred Alternative (if necessary)
- Financial Analysis
- Appendices

Electronic files of the Airport Master Plan in Adobe PDF format will also be provided to the City, and be posted on the project website. It is recommended that the City post the Airport Master Plan report on the City's Airport website for on-going reference.

The Consultant shall prepare up to twenty (20) bound paper copies of the draft and final Airport Master Plan Report which will summarize the planning process and document the findings of the elements outlined in this scope of services.

Two (2) hard copy drafts of the Airport Master Plan will be each sent to FAA and Iowa DOT Office to provide an opportunity for review and comment prior to proceeding with next chapters; forecast, alternatives analysis, implementation. One (1) final paper and electronic PDF copy of the Airport Master Plan will be each sent to FAA and Iowa DOT Office.

The Consultant will prepare an Executive Summary of the Airport Master Plan Update, summarizing the results of the analysis and outcome of the study. The summary is typically up to 12 panels/pages with summary exhibits. The summary can be used as a stand-alone product for City distribution as needed.

TASK 2 – AERONAUTICAL SURVEY

As identified by staff at FAA ADO, the completion this Airport Master Plan and Airport Layout Plan requires aeronautical survey and mapping services that meet the standards outlined in FAA Advisory Circular AC 150/5300-16A, -17C, and 18B. The survey requirements and deliverables will be completed for an "Airport Layout Plan" as identified in Table 2-1 of AC 150/5300-18B.

The required FAA Advisory Circulars have been established to provide survey specifications to collect safety critical and other Airport data. The specifications outline geodetic control, aerial imagery, survey, data attribution, and delivery requirements. The applicable FAA requirements include:

- FAA Advisory Circular 150/5300-16A *General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey*,
- FAA Advisory Circular 150/5300-17C *Standards for Using Remote Sensing*
- FAA Advisory Circular 150/5300-18B *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards*.

In general, the Aeronautical Survey will accomplish the following goals:

- Produce a planimetric and topographic base-map necessary to create an Airport Layout Plan.
- Produce a robust dataset, formatted to the standards of the FAA Airports-GIS program, to enable the Airport and Commission to incorporate the Airport's data into a GIS system.
- Complete an "existing conditions" airspace analysis in compliance with FAA Airports-GIS standards. This will fulfill FAA requirements for Airport Layout Plan projects by supplying the FAA with airspace/obstruction data based on existing conditions.
- Complete a Part 77 obstruction analysis in order to produce obstruction data necessary for developing the Airspace sheets of the Airport Layout Plan (in compliance with FAA requirements).
- Complete specialized/custom obstruction data collection necessary to complete a feasibility study on the relocation of runway ends.
- Assist the Commission and Airport in understanding, compliance with, and incorporating FAA Airports-GIS standards.

Data collection and submittal will be limited to the existing Airport configuration for submittal to the FAA. Although not approved yet, the data can eventually be used to develop, in part, an electronic Airport Layout

Plan (eALP).

The Consultant will assist the City with setup of the project on the FAA Airports GIS website (<https://airports-gis.faa.gov/airportsgis/>) and designation of the Consultant's representatives. Required deliverables to the FAA ADO or National Geodetic Survey (NGS) to successfully complete an Aeronautical Survey project include the following:

- Statement of Work (FAA-ADO and FAA Airport GIS website)
- Survey Work and Qualify Control Plan (FAA Airport GIS website)
- Remote Sensing Plan (FAA GIS website)
- Aerial Photography Report (FAA GIS website)
- Airport Survey Digital Data File (FAA via hard drive)
- Final Surveyors Report (FAA GIS website)
- Digital Data Delivery (FAA GIS website)

Work will be completed by CONSULTANT and through sub-contract with CONSULTANT.

1.0 Geodetic Control

Geodetic Control is necessary to establish project control tied to the National Spatial Reference System (NSRS) to establish accurate vertical and horizontal benchmarks. The horizontal datum will be NAD83 and the vertical datum will be NAVD88.

No Primary and/or Secondary Airport Control Stations (PACS/SACS) currently exist at Storm Lake. The use of **Temporary Geodetic Control** will be utilizing on this project. If this is not acceptable to FAA then a scope of services will be developed to establish PACS/SACS at Storm Lake.

2.0 Aerial Photography

Aerial Photography is required by project specifications for development of an obstruction analysis. The photography will also be used to develop an overall Airport base map of planimetric features. The team will develop a flight plan, acquire the photography, process and analyze the imagery. This includes stereo photography and ortho photography as required by FAA AC 150/5300-17C.

Ground control points for aerial imagery will be determined and ground surveyed to provide accuracy for the aerial imagery acquisition. The control positions will be determined with direct ties to the Temporary Control developed for Storm Lake. The capture of aerial photography will be completed once the ground control stations are set. For the obstruction analysis, tree canopies must be in full bloom providing full 'leaf-on' conditions. Two imagery acquisition flights are planned to obtain the best imagery for base mapping and obstruction analysis at the Airport; one during leaf-off conditions to capture buildings within forested areas and one during leaf-on conditions to capture vegetative obstructions. Ortho photography will also be collected as required in AC 150/5300-17C.

The photography flight crew will collect the imagery as defined in the flight layout, encompassing the critical areas of the obstruction identification surfaces and planimetric base mapping. The imagery will be processed and geo-referenced. Models will then be produced for the planimetric base mapping and obstruction analysis.

3.0 Aeronautical Survey

An aeronautical survey is required to obtain and document critical airside information. Ground surveying will be completed to FAA AC 150/5300-18B standards for "Airport Layout Plans" utilizing temporary geodetic

survey control. Multiple survey methods will be used to capture critical runway, navigational aid (NAVAID), obstructions, and control points. This includes the following general surveying tasks for IOW:

- Survey Runway 17/35 ends and profile
- Survey Runway 13/31 ends and profile
- Survey Runway 6/24 ends and profile
- Monument Runway ends (if not already completed)
- Survey Navigational aids for all Runways

The horizontal and vertical points of each NAVAID and top obstruction point will be collected. Prior to survey, the project team will conduct field reconnaissance and Airport interviews to develop project understanding and ensure airfield operational safety is maintained. Airport officials and FAA will be utilized for assistance in identifying NAVAIDS on site or off Airport property.

4.0 FAA Obstruction Analysis

An aerial obstruction analysis will identify the top elevation of the tallest object within over the Airport's airspace surfaces. This mapping identifies representative objects that penetrate the surface under analysis including buildings, vegetation, fences, poles, and other objects. The purpose of this analysis is to determine the Airport's existing and potential future compliance with FAR Part 77 and other protected surfaces for Airport development alternatives explored in the Airport Master Plan. The data will assist in determining which off-Airport properties may require remedial action, such as the acquisition of property easements for object removal. Only representative points will be identified, i.e. not individual trees.

The Subconsultant will collect obstruction data within a defined special collection area so that an obstruction analysis can be performed by the Consultant. An airspace analysis will be performed for the existing airfield configuration. Natural and man-made objects within 10 feet of the critical airspace surfaces will also be identified. The airspace surfaces that may be evaluated include Threshold Siting Surfaces, FAR Part 77 surfaces, and TERPS Departure Surface.

5.0 FAA Planimetric Mapping & GIS Attributes

Aerial photography will be used to develop a planimetric map over the base mapping area which includes the Airport property and surrounding area. The on-Airport features group and class information populated will follow the required (not optional) critical elements as outlined in FAA AC 150/5300-18B. The data groups rendered into attributes will include data easily viewable via aerial photography and/or via site visit. All feature classes are excluded from this effort unless specifically described in this scope of services. Generally this Airport planimetric map will include:

- Runways
- Taxiways
- Buildings
- Navigational Aids
- Obstructions
- Landmarks

Items not included in the scope include wetlands, or other environmentally sensitive areas. The off-Airport base mapping area will include limited planimetric to include streets, buildings, and driveways. 1-foot ground contours will be developed within the identified base map boundary.

The data will be compiled into an AutoCAD format work product ready for delivery to FAA Airports GIS compliant with FAA AC 150/5300-18B. A digital file deliverable in the appropriate format will be completed to be uploaded to the Airports GIS website.

6.0 User-Defined Planimetric Mapping & GIS Attributes

FAA requires specific critical data to be collected to meet the minimum requirements of FAA AC 150/5300-18B. Additional data can be collected to better serve the Airport. In this GIS data collection effort, Airport Management has expressed an interest in including additional feature groups and classes. Data provided to the Consultant will be used to add additional GIS features and attributes. This will include the following:

- Airport Parcel: Available Airport property information (i.e. previous owner, parcel number, grant number, acreage) will be included to match Exhibit A. Fee and easement interests will be included.

7.0 Project Management, Reporting, Deliverables

The Consultant will manage the overall project, including administration and coordination of all efforts related to this work item including coordination with NGS and online portal, coordination with survey staff to produce an accurate product meeting industry standards, and monitoring work schedules to ensure deadlines are met.

The Consultant will be responsible for providing the Airport with a regular progress reports to communicate the team's progress throughout the project. Each progress report will contain progress updates and significant schedule or work issues with the project. Data files and reports will be prepared and delivered as defined in AC 150/5300-16A, 17B, and 18B. The FAA requires a geodetic control report to the NGS (if applicable), an aerial imagery report to the NGS for use in validation, and a final project completion report. The final project completion report will include a complete synopsis of each of the survey tasks completed.

Final deliverables to the Airport will include two (2) CDs containing digital GIS shapefiles of the existing Airport, and four (4) poster-size prints of the aerial photography captures as part of the project.

TASK 3 – AIRPORT LAYOUT PLAN

The Airport Layout Plan (ALP) will be updated to show development recommended in the Airport Master Plan for the Airport over the 20-year planning period. Consultant will build upon the base mapping and obstruction data produced in Task 2 – Aeronautical Survey to create base files and ALP sheets in AutoCAD format. All files will be provided to the Airport at the end of the study.

1.0 ALP Production

The Consultant will produce an ALP set in accordance with the FAA Central Region ALP Checklist (2011), and applicable State of Iowa standards. Preparation of the ALP will be based on the findings of the previous tasks and will include the following individual drawings:

- Title Sheet
- Airport Data Sheet(s)
- Airport Layout Plan Drawing(Existing & Future)
- Airport Layout Plan Drawing(Ultimate), if applicable
- Airport Airspace Drawing
- Runway 17 Inner Portion of the Approach Surface Drawing
- Runway 35 Inner Portion of the Approach Surface Drawing
- Runway 13 Inner Portion of the Approach Surface Drawing

- Runway 31 Inner Portion of the Approach Surface Drawing
- Runway 6 Inner Portion of the Approach Surface Drawing
- Runway 24 Inner Portion of the Approach Surface Drawing
- Building Area Drawing
- On-Airport & Off-Airport Land Use Drawing
- Airport Property Map / Exhibit A

This work includes an update to the Exhibit "A" Airport Property Map to comply with FAA requirements. Data collection related to this effort is identified in Task 1.

The Airport Layout Plan will consist of 22" x 34"(ANSI D) sheets, containing sufficient data to obtain approval from Iowa DOT and FAA. The Consultant will prepare draft versions of the ALP for Airport review. Once approved by the Airport, copies of the ALP will be sent to Iowa DOT for review by their Airport development, planning, and operations staff. Comments will be incorporated into the ALP for submittal to FAA for ADO review. A signed copy of the FAA ALP checklist and a list of changes from the previous ALP will also be submitted with the ALP submittal to the FAA-ADO for review. If acceptable to the ADO, an electronic version of the ALP will be prepared and uploaded to the Obstruction Evaluation Airport Airspace Analysis (OEAAA) online portal for FAA Lines of Business (LOB) review. The ALP will then be published as a final document for distribution upon receipt of FAA airspace review. The documentation will include the following:

- Four (4) Airport draft ALP sets (1 for Consultant and 3 for Airport review)
- Three (3) Iowa DOT draft ALP sets (1 for Airport, 1 for Iowa DOT, 1 for Consultant)
- Three (3) FAA ADO draft ALP sets (1 for Airport, 1 for FAA, 1 for Consultant)
- Five (5) final ALP sets for FAA and Airport signature (2 for Airport, 1 for the FAA, 1 for Iowa DOT, and 1 for Consultant)
- Two Disks (2) of CAD/Adobe PDF drawings of the final approved ALP
- GIS shapefiles of the ALP (future elements not to any FAA Airports GIS standard)

The Consultant will develop a transmittal package for each draft submittal which contains required supporting documentation for Iowa DOT and FAA review. This information will include the Executive Summary from the Airport Master Plan.

Preparation of these documents will be coordinated closely with Iowa DOT, FAA-ADO, and Airport staff. Final documents will reflect appropriate responses to comments received on draft materials from all reviewing agencies. Deliverables will include and FAA-approved ALP.

2.0 Project Management

This ALP effort includes communication among the project team for purposes of tracking the progress of the studies. Managing the various technical work tasks among the project team is necessary for a successful project. Project management duties will include:

- Developing and documenting the project plan
- Organizing the project team
- Launching the project activities
- Executing project activities
- Monitoring and controlling the project to achieve results
- Managing/mitigating risks and solving challenges
- Invoicing and monitoring project budget

Regular project status briefings will take place throughout the ALP process. These briefings will take place in person or via a telephone call or an email between the Assistance City Manager and Consultant's Project Manager or approved staff. These briefings will include status reports of current work, and discussion of any challenges in the study effort which may affect the schedule, process or budget.

TASK 4 – FUNDING ADMINISTRATION

Funding Administration is necessary to assist the Airport with obtaining funding for the proposed project. Work items are related to the tasks outlined as requirements to formulate, program, obtain, and close the grant for the project. This includes the preparation of necessary FAA environmental documentation and compliance with Disadvantaged Business Enterprise (DBE) requirements. The following tasks will be completed.

1.0 Grant Application and Administration

The Consultant shall update the Airport Capital Improvement Plan (ACIP) for the Airport as it relates to the Airport Master Plan and ALP project so that the project is identified for funding. The ACIP will also be updated at the end of the planning project to show new 5-year planned Airport improvements.

FAA project programming papers will be prepared as necessary to provide FAA necessary detail about the project for funding. Discuss project funding, eligibility, and process with FAA. Up to one (1) FAA grant application package for the project will be prepared and submitted to FAA. This will include a funding summary, project description, agreements for work to be performed, and a grant request letter

FAA Quarterly Performance Reports will be prepared while the grant is active as required by FAA to report project progress.

2.0 DBE Plan or Update

Because this project is not anticipated to use \$250,000 in Federal funds in one fiscal year, an updated DBE program will not be developed or updated to meet current 3-year program standards.

3.0 Prepare Environmental Documentation

No Environmental Documentation is necessary to be prepared by the Sponsor for this project.

4.0 Project Closeout

The Consultant shall prepare one (1) FAA long-form grant closeout report for the grant to cover the projects identified in this scope of services. This work includes research to determine final project costs, preparation of the report, coordination with the Airport, State, and FAA-ADO for review, and preparation of final documents for Airport approval.

I.B. ADDITIONAL/OPTIONAL SERVICES

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

1. Completion of additional special studies or facilitating/attending meetings not identified in Section I.A.
2. Periodic completion of grant reimbursement requests (i.e. Credit Applications).

3. Attendance of additional meetings beyond those identified in the above scope. These meetings would be authorized as needed by the City at an hourly basis per meeting.
4. All other services not specifically identified in Section I.A.

EXHIBIT II



**FAA
Airports**

Required A/E Contract Provisions for Airport Improvement Program and for Obligated Sponsors

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For purposes of this document, all references to "Contractor" shall also mean "CONSULTANT".

Provisions Required for All Contracts

1. ACCESS TO RECORDS AND REPORTS.

(Reference: 2 CFR § 200.326, 2 CFR § 200.333)

1.1. APPLICABILITY.

Applies to all AIP-funded projects and must be included in all contracts and subcontracts.

1.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language that must be used on AIP funded project contracts is as follows:

ACCESS TO RECORDS AND REPORTS

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

2. BUY AMERICAN PREFERENCE.

(Reference: 49 USC § 50101)

2.1. APPLICABILITY.

The sponsor must meet the Buy American preference requirements found in 49 USC § 50101 in all AIP-funded projects. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. **The Buy American preference also applies to professional service agreements if the agreement includes any manufactured product as a deliverable.**

2.2. REQUIREMENTS.

The Buy-American preference requirements established within 49 USC § 50101 require that all steel and manufactured goods used on AIP projects must be produced in the United States. It also gives the FAA the ability to issue a waiver to the sponsor to use other materials on the AIP funded project. The FAA requires that these waivers be requested in advance of use of the materials on the AIP funded project. The sponsor may request that the FAA issue a waiver from the Buy American preference requirements if the FAA finds that:

- 1) applying the provision is not in the public interest;
- 2) the steel or manufactured goods are not available in sufficient quantity or quality in the United States;
- 3) the cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) is considered the equipment in this case. For construction of a facility, the application of this subsection is determined after bid opening; or
- 4) applying this provision would increase the cost of the overall project by more than 25 percent.

2.3. NATIONAL BUY AMERICAN WAIVERS WEBSITE.

The FAA Office of Airports maintains a list of equipment that has received waivers from the Buy American preference requirements on the http://www.faa.gov/airports/aip/buy_american/ website. Products listed on the Nationwide Buy American Waivers Issued list do not require a project specific Buy American preference requirement waiver from the FAA.

2.4. MANDATORY CONTRACT LANGUAGE.

The mandatory language that must be used on AIP funded project contracts is as follows:

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 4. To furnish US domestic product for any waiver request that the FAA rejects.
 5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic product
- 3. To furnish US domestic product for any waiver request that the FAA rejects
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- 1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

3. CIVIL RIGHTS - GENERAL.

(Reference: 49 USC § 47123)

3.1. APPLICABILITY.

The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all AIP-funded projects. This provision is in addition to the Civil Rights – Title VI provisions.

3.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language that must be used on AIP funded project contracts is as follows:

GENERAL CIVIL RIGHTS PROVISIONS

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

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

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

4. CIVIL RIGHTS – TITLE VI ASSURANCES.

Appropriate clauses from the Standard DOT Title VI Assurances must be included in all contracts and solicitations. The clauses are as follows:

- 1) Title VI Solicitation Notice
- 2) Title VI Clauses for Compliance with Nondiscrimination Requirements.
- 3) Title VI Required Clause for Land Interests Transferred from the United States
- 4) Title VI Required Clause for Real Property Acquired Or Improved by the sponsor subject to the nondiscrimination Acts and Regulations.
- 5) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program
- 6) Title VI List Of Pertinent Nondiscrimination Statutes And Authorities

4.1. APPLICABILITY.

The sponsor must insert the **Title VI Solicitation Notice** in:

- 1) All solicitations for bids, requests for proposals work, or material subject to the nondiscrimination acts and regulations made in connection with Airport Improvement Program grants; and
- 2) All proposals for negotiated agreements regardless of funding source

The Sponsor must insert the **Title VI required contract clause** and the **Title VI list of Pertinent Nondiscrimination Statutes and Authorities** in every contract or agreement, unless the sponsor has determined and the FAA has agreed, that the contract or agreement is not subject to the nondiscrimination Acts and the Regulations.

The sponsor must insert the clauses of **Title VI Clauses for Deeds Transferring United States Property**, 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.

The sponsor must include the **Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, Or Program**, the **Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**, and the **Title VI List of Pertinent Nondiscrimination Authorities**, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the sponsor with other parties:

- 1) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- 2) 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.

4.2. MANDATORY CONTRACT LANGUAGE.

4.2.1. Title VI Solicitation Notice

(Source: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

Title VI Solicitation Notice:

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

4.2.2. Title VI Clauses for Compliance with Nondiscrimination Requirements

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

4.2.3. Title VI Clauses for Deeds Transferring United States Property

(Source: Appendix B of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the **(Title of Sponsor)** will accept title to the lands and maintain the project constructed thereon in accordance with **(Name of Appropriate Legislative Authority)**, for the **(Airport Improvement Program or**

other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **(Title of Sponsor)** all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in ***(Exhibit A attached hereto or other exhibit describing the transferred property)*** and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **(Title of Sponsor)** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **(Title of Sponsor)**, its successors and assigns.

The **(Title of Sponsor)**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the **(Title of Sponsor)** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

4.2.4. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

(Source: Appendix C of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **(Title of Sponsor)** pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **(Title of Sponsor)** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **(Title of Sponsor)** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **(Title of Sponsor)** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

4.2.5. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

(Source: Appendix D of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **(Title of Sponsor)** pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, **(Title of Sponsor)** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, **(Title of Sponsor)** will there upon revert to and vest in and become the absolute property of **(Title of Sponsor)** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

4.2.6. Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

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

5. DISADVANTAGED BUSINESS ENTERPRISE.

(Reference: 49 CFR part 26)

5.1. APPLICABILITY.

The Disadvantaged Business Enterprise requirements found in 49 CFR part 26, apply to all AIP-funded projects and must be included in all contracts and subcontracts. This includes both project with contract goals and project relying on race/gender neutral means.

5.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language that must be used on AIP funded project contracts is as follows. Other than to insert appropriate Sponsor information into the noted spaces, the Sponsor must not modify these contract clauses:

DISADVANTAGED BUSINESS ENTERPRISES

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

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

6. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

(Reference: 29 USC § 201, et seq.)

6.1. APPLICABILITY.

The federal minimum wage provisions are contained in the Fair Labor Standards Act (FLSA) which is administered by the United States Department of Labor Wage and Hour Division. All contracts and subcontracts must meet comply with the FLSA, including the recordkeeping standards of the Act.

6.2. MANDATORY CONTRACT LANGUAGE.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

7. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

(Reference: 49 CFR part 20, Appendix A)

7.1. APPLICABILITY.

The Lobbying and Influencing Federal Employees prohibition found in 49 CFR part 20, Appendix A, applies to all AIP-funded projects and must be included in all contracts and subcontracts.

7.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language that must be used on AIP funded project contracts is as follows:

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

(Reference 20 CFR part 1910)

8.1. APPLICABILITY.

The United States Department of Labor Occupational Safety & Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from the Occupational Safety and Health Act of 1970. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

8.2. MANDATORY CONTRACT LANGUAGE.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

9. RIGHT TO INVENTIONS.

(Reference 2 CFR § 200 Appendix II(F))

9.1. APPLICABILITY.

The requirement for rights to inventions and materials found in 2 CFR § 200 Appendix II(F) applies to all AIP-funded projects and must be included in all contracts and subcontracts.

9.2. MANDATORY CONTRACT LANGUAGE.

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 2 CFR § 200 Appendix II(F).

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

10. TRADE RESTRICTION

(Reference: 49 CFR part 30)

10.1. APPLICABILITY.

The trade restriction clause applies to all AIP-funded projects and must be included in all contracts and subcontracts.

10.2. MANDATORY CONTRACT LANGUAGE.

The mandatory language is as follows:

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

Additional Provision for A/E Contracts Exceeding \$10,000

11. TERMINATION OF CONTRACT.

(Reference 2 CFR § 200 Appendix II(B))

11.1. APPLICABILITY.

Incorporate in all contracts and subcontracts that exceed \$10,000.

11.2. MANDATORY CONTRACT LANGUAGE.

TERMINATION OF CONTRACT

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

Additional Provision for A/E Contracts Exceeding \$25,000

12. DEBARMENT AND SUSPENSION (NON-PROCUREMENT).

(Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility)

12.1. APPLICABILITY.

The contract agreement that ultimately results from this solicitation is a “covered transaction” as defined by Title 2 CFR Part 180. Bidder must certify at the time they submit their proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. The bidder with the successful bid further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”.

Incorporate in all contracts and subcontracts that exceed \$25,000.

12.2. MANDATORY CONTRACT LANGUAGE.

CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

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

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

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

Additional Provisions for A/E Contracts Exceeding \$100,000

13. BREACH OF CONTRACT TERMS.

(Reference 2 CFR § 200 Appendix II(A))

13.1. APPLICABILITY.

This provision is required in all contracts that exceed the simplified acquisition threshold. This threshold, fixed at 41 USC 403(11), is presently set at \$100,000.

13.2. MANDATORY CONTRACT LANGUAGE.

The regulation does not prescribe mandatory language, however the following clause represents sample language that meets the intent of 2 CFR § 200 Appendix II(A). This provision requires grantees to incorporate administrative, contractual or legal remedies in instances where contractors violate or breach contract terms.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

14. CLEAN AIR AND WATER POLLUTION CONTROL.

(Reference: 49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II(G))

14.1. APPLICABILITY.

Incorporate in all professional service agreements, construction contracts and subcontracts that exceed \$100,000. (Note that the 2 CFR 200 will raise this level to \$150,000)

14.2. MANDATORY CONTRACT LANGUAGE.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

15. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS.

(Reference: 2 CFR § 200 Appendix II (E))

15.1. APPLICABILITY.

Incorporate in all professional service agreements, construction contracts and subcontracts that exceed \$100,000.

15.2. MANDATORY CONTRACT LANGUAGE.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

AIRPORT MASTER PLANNING SERVICES

TASK	Fee
AIRPORT MASTER PLAN	
1.1 - PROJECT DEVELOPMENT AND CONTROL	
1.1.1 - Formalization	\$640.00
1.1.2 - Negotiate Contract and Sub Contracts	\$640.00
1.1.3 - Management	\$2,640.00
TOTAL PHASE I	\$3,920.00
PHASE II - PUBLIC INVOLVEMENT AND MEETINGS	
2.1 - Involvement Plan	\$2,880.00
2.1.1 - Involvement / Meetings	\$8,140.00
2.1.2 - Involvement / Meeting Materials	\$4,570.00
TOTAL PHASE II	\$15,590.00
PHASE III - DATA COLLECTION AND ANALYSIS	
3.1 - Collection & Property	\$3,700.00
3.1.1 - Airport Review	\$4,690.00
3.1.2 - Demand Forecasts	\$3,500.00
3.1.3 - Capacity Analysis	\$1,020.00
3.1.4 - Requirements	\$2,320.00
3.1.5 - Analysis	\$2,560.00
3.1.6 - Overview	\$2,320.00
3.1.7 - Financial Feasibility Analysis	\$2,490.00
3.1.8 - Documentation	\$2,260.00
TOTAL PHASE III	\$24,850.00
TOTAL TASK 1 - AIRPORT MASTER PLAN	\$44,330.00
SERVICES	
4.1 - Selection & Property	\$0.00
TOTAL TASK 4 - OPTIONAL SERVICES	\$0.00
ON-AIRPORT SURVEY	
5.1 - Aeronautical Survey	\$14,420.00
5.1.1 - Obstruction Analysis	\$1,380.00
5.1.2 - Surveying	\$4,720.00
TOTAL TASK 5 - AERONAUTICAL SURVEY	\$20,520.00
OFF-AIRPORT SURVEY	
6.1 - Production	\$11,695.00
6.1.1 - Management	\$1,280.00
6.1.2 - Documentation	\$1,110.00
TOTAL TASK 6 - AIRPORT LAYOUT PLAN	\$15,485.00
FUNDING ADMINISTRATION	
7.1 - Application and Administration	\$2,420.00
7.1.1 - Plan or Update	\$0.00
7.1.2 - Environmental Documentation	\$0.00
7.1.3 - Closeout	\$1,370.00
TOTAL TASK 7 - FUNDING ADMINISTRATION	\$3,790.00
TOTAL	\$84,125.00

SUB-CONSULTANTS	Fee
Photogrammetrist for Imagery Obstruction Analysis (QUANTUM)	\$38,000.00
Financial Feasibility Analysis (MARR/ARNOLD)	\$25,000.00
Other	\$0.00
Other	\$0.00
TOTAL SUB-CONSULTANTS	\$63,000.00

EXPENSES	Fee
MARR/ARNOLD Expenses	\$600.00
MPAG Project Binders (12 @ \$10/ea)	\$0.00
Storage Media for AGIS Imagery	\$0.00
Johnson County Online Property Account (1 month for Optional)	\$0.00
Johnson County Reproduction Costs (for Optional Services)	\$0.00
Bolton & Menk Travel Expenses	\$0.00
TOTAL EXPENSES	\$600.00

TASK BREAKDOWN (INCLUDING EXPENSES)	Fee
TASK 1 - AIRPORT MASTER PLAN	\$69,910.00
OPTIONAL SERVICES	\$0.00
TASK 2 - AERONAUTICAL SURVEY	\$58,520.00
TASK 3 - AIRPORT LAYOUT PLAN UPDATE	\$15,485.00
TASK 4 - FUNDING ADMINISTRATION	\$3,790.00
TOTAL FEES	\$147,725.00

TOTAL CORE SERVICES	\$147,725.00
TOTAL OPTIONAL SERVICES	\$0.00

TOTAL BOLTON & MENKES FEES	\$84,125.00
TOTAL SUB-CONSULTANTS	\$63,000.00
TOTAL EXPENSES	\$600.00
TOTAL	\$147,725.00
TOTAL ROUNDED FOR LUMP SUM	\$147,800.00

TOTAL ANTICIPATED FEDERAL SHARE (90%)	\$133,020.00
TOTAL ANTICIPATED LOCAL SHARE (10%)	\$14,780.00

ADDITIONAL SERVICES															TOTAL	
a Collection & Property																
Perform Property Records Search																
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
TASK 2 - AERONAUTICAL SURVEY																
A Aeronautical Survey																
a Control	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$2,750.00
aerial Photography	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
aeronautical Survey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$5,800.00
aerial Obstruction Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$2,750.00
aerial Photometric Mapping & GIS Attributes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$8,000.00
aerial Defined Photometric Mapping & GIS Attributes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$4,900.00
aerial Project Management, Reporting, Deliverables	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Estimated Total Man-hours	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$14,000.00
Summary Costs	\$320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
b Obstruction Analysis																
a Obstruction Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$1,100.00
aerial Obstruction Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$1,100.00
aerial Photometric Mapping & GIS Attributes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$1,100.00
aerial Defined Photometric Mapping & GIS Attributes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$1,100.00
aerial Project Management, Reporting, Deliverables	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$1,100.00
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$1,100.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
c Surveying																
a Survey (PACs & SACs OR EXHIBIT A)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$4,700.00
aerial Survey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$4,700.00
aerial Obstruction Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$4,700.00
aerial Photometric Mapping & GIS Attributes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$4,700.00
aerial Defined Photometric Mapping & GIS Attributes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$4,700.00
aerial Project Management, Reporting, Deliverables	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$4,700.00
Estimated Total Man-hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$4,700.00
Summary Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
d Expenses																
a Auto Rental	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$75.00
b Mileage	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.55
c Lodging	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$85.00
d Meals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$15.00
e Reproductions	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$250.00
f Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
280 miles round trip from Ames																
Total Expenses																\$4,700.00
TASK 2 - AERONAUTICAL SURVEY																
TOTAL															\$20.5	

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 _____ day of **May**, **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 contact 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 _____ day of May, 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: _____

Record of Negotiations

Planning services
Storm Lake Municipal Airport
Storm Lake, Iowa

Date: April 1, 2015

Job Title Airport Master Plan

AIP Grant No:

- a) Following the review of proposals submitted by three (3) consulting firms, as follows:

Bolton & Menk, Inc.

CGA

V&K

The consultant firm of Bolton & Menk Inc. was selected by the Airport selection committee on January 22nd 2015. The airport commission confirmed the selection during a regular meeting held on February 12th 2015.

- b) The Storm Lake Municipal Airport Commission submitted proposals for planning services only to include an update to the Airport Master Plan and Airport Layout Plan project.
- c) The consultant submitted their fee proposal for the work on January 30, 2015, broken down as follows. This is for Federal Fiscal Year 2014.

Task 1 – Airport Master Plan	\$69,930.00
Task 2 – Aeronautical Survey	\$58,520.00
Task 3 – Airport Layout Plan Update	\$15,485.00
Task 4 – Funding Administration	\$3,790.00

- d) The Assistant City Manager, Justin Yarosevich, presented the same to the Airport Commission at a regular meeting on February 12, 2015. The tasks and proposed costs of each task were discussed.
- e) As a result, the Airport Commission, along with Justin Yarosevich deemed the fee proposals submitted by the consultant to be reasonable.
- f) The consultant agreed to the terms considered with the Airport Commission at their regular meeting on February 12, 2015

- g) Based on these conditions, the fee proposal is considered reasonable by the sponsor and the Airport Commission and approval of the Airport Master Plan project. The Work Order No. 1 and a detailed cost analysis are attached to this record of negotiations and hereby submitted to the FAA Central Region for consideration and approval.
- h) A contract has been prepared for the agreement between the sponsor



Minnesota Department of Transportation

Office of Audit – MS 190
395 John Ireland Boulevard
Saint Paul, MN 55155

July 31, 2014

Brian Tomm, Business Manager
Bolton & Menk, Inc.
1960 Premier Drive
Mankato, MN 56001

Dear Mr. Tomm,

Below is the Minnesota Department of Transportation (Mn/DOT) approved overhead rate for Bolton & Menk, Inc. for calendar year 2013. The rate was determined by a desk review conducted by representatives of Mn/DOT.

Our approved overhead rate is **176.50** percent of direct labor. Mn/DOT agreements executed after June 30, 2008 are limited to an overhead rate of 160.00 percent of direct labor. The approved rate will be applied to 2013 labor to close out actual cost plus agreements with Mn/DOT which do not contain this rate limitation.

We used the cost principles contained in Code of Federal Regulations, Title 48, Federal Acquisition Regulations (FAR), Chapter 1, Subpart 31.2. Our review is not a cognizant approval in accordance with 23 CFR 172 and 23 USC 112.

If you have any questions or concerns, please contact me at (651) 366-4130.

Sincerely,

A handwritten signature in blue ink that reads 'Bruce Kalland'.

Bruce Kalland, CPA, CGFM
External Audit Manager

cc:

Dawn Thompson, Mn/DOT Consultant Services

An Equal Opportunity Employer



HR Green, Inc.
Exhibit A
IFE
STORM LAKE MUNICIPAL AIRPORT
PROJECT: 2015 AIRPORT MASTER PLAN AND ALP UPDATE

Item No. 1 - Billing Rates

Title	Hours	Billing Rate	Costs
Principal	9	\$200.00	\$ 1,800.00
Project Manager	68	\$155.00	\$ 10,540.00
Environmental Planner	27	\$190.00	\$ 5,130.00
Project Engineer	74	\$115.00	\$ 8,510.00
Lead Planner	125	\$115.00	\$ 14,375.00
Staff Planner	142	\$96.00	\$ 13,632.00
Senior Tech	28	\$96.00	\$ 2,688.00
Staff Engineer	244	\$96.00	\$ 23,424.00
Survey Lead	56	\$65.00	\$ 3,640.00
Survey Crew	64	\$130.00	\$ 8,320.00
Clerical	89	\$75.00	\$ 6,675.00
Total Billing Rates	926		\$ 98,734.00

Item No. 2 - Expenses

Auto Rental	10 Days	\$75.00	\$ 750.00
Mileage	2700 Miles	\$0.57	\$ 1,539.00
Lodging	4 Days	\$85.00	\$ 340.00
Meals	37 Each	\$15.00	\$ 555.00
Reproductions / Printing Charges	4	\$250.00	\$ 1,000.00
Total Non-Salary Expenses			\$ 4,184.00

Item No. 3 - Subtotal of Items 1 and 2 **\$ 102,918.00**

Item No. 4 - Subconsultants

Quantum Spatial	\$ 36,785.00
Marr Arnold	\$ 25,600.00
Total Sub-Consultants	\$ 62,385.00

Item No. 5 - Total Lump Sum Amount **\$ 165,303.00**

Jeremy Huntsman, Project Manager
Date 4/28/15



Staff Summary

6/15/2015

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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 159-R-2014-2015 Updating Fee Resolution**

BACKGROUND: This resolution will update the City's Fee Resolution which incorporates all the current fees charged for various products and services within the various City departments.

This amendment to the City's Fee Resolution will add the fees which the library charges for late fees, sale of library materials, copy fees, replacement fees, and room rental. These fees were previously not include in the City's Fee Resolution. These fees are set by the Library Board.

Late borrowing fees:

- Print Materials per day - \$0.10
- Audiobooks, DVDs per day - \$1.00

Sale of Designated Library Materials:

- Used Book - \$0.25
- Used Magazine - \$0.10
- Used Audio, VHS, DVD - \$1.00
- Earbuds - \$1.50

Printing, Scan, Fax per page

- B&W photocopy or computer print - \$0.20
- B&W legal or longer photocopy paper - \$0.40
- Color photocopy or computer print - \$1.00
- Scan to email or print - \$1.00
- Domestic fax - \$1.00
- International fax - \$3.00

Replacements per item

- Damaged or missing material - full replacement cost
- Library card - \$1.00
- Barcode or label - \$1.00
- Pocket - \$1.00

- Security Card - \$2.00
- Single DVD case - \$2.00
- Double DVD case - \$4.00
- Multiple DVD case - \$5.00
- Single CD Case - \$2.00
- Double CD Case - \$4.00
- Large CD Case - \$5.00
- CD sleeves - \$1.00
- 10-12" dust jacket - \$1.00
- 14-16" dust jacket - \$1.25
- DVD paper cover - \$2.00
- Missing book cover or page - \$3.00
- 3" Book Tape - \$2.00
- 4" Book Tape - \$3.00

Special Processing for damaged or missing material

- \$7.00

Meeting Room

- Fee, non-profit organization - \$10.00
- Fee, profit organization - \$25.00
- Damage Deposit - \$25.00
- Room Rental Damage - Full replacement cost & labor

Interlibrary Loan

- Postage - \$1.25

FISCAL IMPACT:

The fees generated are standard fees charged to help in replacement of items, utilities for use of the meeting room, and costs associated with the use of the copier.

RECOMMENDATION:

Adopt Resolution No. 159-R-2014-2015

ATTACHMENTS:

Description	Type
 Resolution No. 159-R-2014-2015	Resolution

RESOLUTION NO. 159-R-2014-2015

RESOLUTION SETTING FINES AND FEES

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

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

Airport Hangar Rent (monthly fees)

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

Building Official

Central Business District Bench & Flower Pot Permit	\$25.00	
Driveway Cut Inspection & Marking Only	\$30.00	
Driveway Cut < 18'	\$80.00	
Driveway Cut 24'	\$95.00	
Driveway Cut 34'	\$120.00	
ROW Temp Closure Permit	\$25.00	
Building Moving Permit (Per Bldg)	\$100.00	5-1-1
Demolition Permit	\$50.00	
Pool Inspection	\$20.00	8-8-11
Re-inspection Fee (after 1 per inspection)	\$35.00	
No Show Fee (per event)	\$50.00	
Rental Registration Fee – Yearly (July 1st – June 30th)		
Base Registration Fee (Structure and 1 unit)	\$15.00	5-8-9
Additional unit in excess of 1 (per unit)	\$7.00	5-8-9
Base Registration Fee (Structure and 1 unit) (proof of training)	\$10.00	5-8-9
Additional unit in excess of 1 (per unit) (proof of training)	\$5.00	5-8-9
Late Registration Fee	\$50.00	5-8-9
Property Maintenance Ordinance Appeal	\$150.00	Zoning Ord.
Variance Request	\$150.00	Zoning Ord.
Zoning Request	\$200.00	Zoning Ord.
Conditional Use	\$300.00	Zoning Ord.
Sub-Division Application Fee	\$300.00	
Sidewalk Repair Permit Fee	\$0	

Building & Sign Permit Fees

Building & Sign Permit <\$1,200	\$22.02	5-2-2
Building & Sign Permit \$1,200-2,000		5-2-2
\$22.02 + \$2.88 for each additional \$100.00 over \$1,200		
Building & Sign Permit \$2,001-25,000		5-2-2
\$45.06+ \$9.16 for each additional \$1,000.00 over \$2,000		
Building & Sign Permit \$25,001-50,000		5-2-2
\$255.74 + \$6.22 for each additional \$1,000.00 over \$25,000		
Building & Sign Permit \$50,001-100,000		5-2-2
\$411.24+ \$4.15 for each additional \$1,000.00 over \$50,000		

Building & Sign Permit \$100,001 or more	5-2-2
\$618.74+ \$3.61 for each additional \$1,000.00 over \$100,000	

Portable Sign Permit (14 days)	\$30.00	Zoning Ord.
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Electrical Fees

For New Residences	5-4-9
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Single Dwelling	\$38.00
Duplex Dwelling	\$56.75
Triplex Dwelling	\$75.50
4-Plex Dwelling	\$113.00
Multi Units Between 5 and 12	\$156.75
Over 12 Units	\$156.75 plus \$38.00each over 12

For New Commercial or Industrial Buildings

First \$5,000.00 at \$8.00 per/\$1,000.00 of cost
 Second \$5,000.00 at \$6.75 per /\$1,000.00 of cost
 Third \$5,000.00 at \$5.50 per/\$1,000.00 of cost
 Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost
 Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost
 All over \$25,000.00 at \$1.50 per/\$1,000.00 of cost

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

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

Plumbing Fees

For New Residences	5-3-10
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Single Dwelling	\$38.00
Duplex Dwelling	\$56.75
Triplex Dwelling	\$75.50
4-Plex Dwelling	\$113.00
Multi Units Between 5 and 12	\$156.75
Over 12 Units	\$156.75 plus \$38.00 each over 12

For New Commercial or Industrial Buildings

First \$5,000.00 at \$8.00 per/\$1,000.00 of cost
 Second \$5,000.00 at \$6.75 per /\$1,000.00 of cost
 Third \$5,000.00 at \$5.50 per/\$1,000.00 of cost
 Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost
 Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost
 All over \$25,000.00 at \$1.75 per/\$1,000.00 of cost

For Repairs or Alterations on Residence, Commercial and Industrial Buildings

\$100.00 to \$150.00 plumbing contract \$6.75
 \$151.00 to \$200.00 plumbing contract \$8.00

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

Campground

Class A Site	\$25.00
(Lake View, Patio, Water, Sewer, Electric, Cable TV, Fire Pit)	
Class B Site	
(Patio, Water, Sewer, Electric, Cable TV, Fire Pit)	\$23.00
Class C Site	\$23.00
(Lake View, Patio, Water, Sewer, Electric, Fire Pit)	
Class D Site	\$21.00
(Patio, Water, Sewer, Electric, Fire Pit)	
Class E Site	\$19.00
(Water, Sewer, Electric)	
Class F Site	\$16.00
(Electric)	
Glass G Site	\$11.00
(Tent)	
Group Discount's	
For Groups of 20 or more sites – 10% (non-holidays)	
For groups of 40 or more sites – 15% (non-holidays)	
Long Term Stay Rate	
Limited to Long Term Stay slots which include Water, Sewer, Electric	
Minimum 30 day stay paid in advance – 10% off	
Bundle of Wood	\$5.00
Extra vehicle/trailer above 2 (per day)	\$2.00
Visitor vehicles (per day/per vehicles)	\$2.00
Non-Campers Dump Station (per event)	\$4.50
Non-Camper Shower (per shower)	\$4.00

Fire Department

False Alarm Fee (after 1)	\$150.00	4-7-16
Liquor License Inspection Fee	\$50.00	
Fireworks Display (Mortar sizes from 1-3 inches)	\$150.00	
Fireworks Display (Mortar size larger than 3 inches)	\$250.00	

Golf Course

Single Season Pass	\$149.00
College Season Pass	\$149.00
Junior Season Pass (12 and Under)	\$50.00
Electric Cart Storage	\$275.00
Gas Cart Storage	\$225.00
Locker Rent/yr	\$20.00
Golf Club Rental	\$10.00
Trail Fee (per day)	\$10.00
Pull Cart Rental	\$3.00
Trail Fee (year)	\$150.00

Discount Tickets – per 9 holes (sold in advance with minimum quantity of 50)	\$10.00
Weekday 9 Holes	\$15.00
Weekday 18 Holes	\$19.00
Weekend 9 Holes	\$19.00
Weekend 18 Holes	\$25.00
Cart Rental 9 Holes	\$10.00
Cart Rental 18 Holes	\$20.00
Yearly Cart Rental	\$300.00
Hall Rental – Off Season Rate	\$250.00
Hall Rental – Peak Season Rate (Memorial Day to Labor Day)	\$300.00
Bar Set-Up Fee	\$50.00
Hall Rental - Friday Setup Fee (valid only after 5:00pm Friday with following Sat. rental)	\$100.00
Hall Rental (weekday 4hrs or less)	\$75.00
Group Golf Rates	As Set by the Following Table

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

Library

Late Borrowing Fees

Print Materials per day	\$0.10
Audiobooks, DVDs per day	\$1.00

Sale of Designated Library Materials

Used Book	\$0.25
Used Magazine	\$0.10
Used Audio, VHS, DVD	\$1.00
Earbuds	\$1.50

Printing, Scan, Fax per page

B&W photocopy or computer print	\$0.20
Color photocopy or computer print	\$0.40
Scan to email or print	\$1.00
Domestic fax	\$1.00
International fax	\$3.00

Replacements per item

Damaged or missing material	full replacement cost
Library card	\$1.00
Barcode or label	\$1.00
Pocket	\$1.00
Security Card	\$2.00
Single DVD Case	\$2.00
Double DVD Case	\$4.00
Multiple DVD case	\$5.00
Single CD Case	\$2.00
Double CD Case	\$4.00
Large CD Case	\$5.00
CD sleeves	\$1.00
10-12" dust jacket	\$1.25
DVD Paper cover	\$2.00
Missing book cover or page	\$3.00
3" Book Tape	\$2.00

4" Book Tape	\$3.00	
Special Processing for damaged or missing material	\$7.00	
Meeting Room		
Fee, non-profit organization	\$10.00	
Fee, profit organization	\$25.00	
Damage Deposit	\$25.00	
Room Rental Damage	Full replacement cost & labor	
Interlibrary Loan		
Postage	\$1.25	

Police

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

King's Pointe Outdoor Aquatic Center

Family Season Pass	\$265.00	
(up to 5 people, includes indoor waterpark during the Outdoor Season)		
Each Additional Family Member	\$45.00	
Family Pass Special #1	\$215.00	
(Valid December 1st thru February 28th)		
Family Pass Special #2	\$240.00	
(Valid March 1 st thru April 30 th)		
Single Season Pass (children and adults)	\$125.00	
Adult Resident Daily Pass (Age 12+)	\$8.00	
Child Resident Daily Pass (Age 4-11)	\$6.00	
Children (Age 4-11) Standard Pricing	\$12.00	
Adults (Age 12+) Standard Pricing	\$15.00	
Discount Tickets	\$10.00	
3 and under	free	
Swim Lessons	\$30.00	

Roadway Maintenance

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

Sewer

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

Shelter House

Rental Fee - Mon. – Thurs., per side	\$55.00
Rental Fee - Fri., Sat., & Sun., per side	\$80.00
Damage Deposit – per side	\$50.00

Water

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

PASSED AND APPROVED this 15th day of June 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

6/15/2015
Agenda Item # 17.



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. 160-R-2014-2015 Approving Change Order #1 To The North Central Storm Water Project**

BACKGROUND: As was discussed at the last Council meeting, when the Council approved the contract for the North Central Storm Water Project, staff and the project engineer have worked with the contractor to reduce the overall cost of the project which came in substantially over the budgeted amount.

This agenda item will provide for Council's consideration Change Order #1 which includes a deduct to the original contract for the following changes:

1. Changes in unit pricing on the concrete piping and the pipe aprons that were part of the original project bid.
2. Reduction in the number of manholes to be installed as part of the project - reduction of seven
3. Removal of the Alternate Bid Items #1 and #2 - Plants for the project which will be provided through a partnership with Buena Vista University and/or purchased locally and planted by City staff and volunteers.

There is no impact on the contract days for construction of the project.

FISCAL IMPACT: The total contract price prior to Change Order #1 was \$2,790,031.05. The Change order will decrease the contract by a cost of \$112,297.25 bringing the total contract price to \$2,677,735.80.

RECOMMENDATION: Adopt Resolution No. 160-R-2014-2015

ATTACHMENTS:

Description	Type
 Change Order #1	Change Order
 Resolution No. 160-R-2014-2015	Resolution

Reason for Change Order:

Price and Quantity Adjustments to lower total cost of the project

Attachments: None

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
\$ <u>2,790,031.05</u>	Substantial Completion : <u>June 30, 2016</u> days or dates
Net changes from previous Change Orders No. ___ to No. ___	Ready for final payment : ___ days or dates
\$ <u>0</u>	Net changes from previous Change Orders No. ___ to No. ___
Contract Price Prior to this Change Order	Contract Times prior to this Change Order
\$ <u>2,790,031.05</u>	Substantial Completion : <u>0</u> days or dates
Net Decrease of this Change Order	Ready for final payment : <u>0</u> days or dates
\$ <u>112,297.25</u>	Net No Change of this Change Order
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
\$ <u>2,677,735.80</u>	Substantial Completion : <u>June 30, 2016</u> days or dates
	Ready for final payment : ___ days or dates

RECOMMENDED: Bolton & Menk, Inc.

By: *Neil Hulse, P.E.*

Engineer (Authorized Signature)

Date: 6-11-2015

APPROVED: City of Storm Lake

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED: H & W Contracting, LLC

By: *[Signature]*

Contractor (Authorized Signature)

Date: 6-12-15

CHANGE ORDER

No. 001

PROJECT: North Central Storm Water

DATE OF ISSUANCE: June 11, 2015

EFFECTIVE DATE: June 11, 2015

OWNER: City of Storm Lake

ENGINEER'S Project No.: P11.106745

CONTRACTOR: H&W Contracting, LLC

ENGINEER: Bolton & Menk, Inc.

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

Description:

Unit Price Adjustment :	Cost Difference
Item 12, Storm Sewer, Trenched, RCP Class V, 12" – Change Unit Price to \$54.29	(\$135.61)
Item 13, Storm Sewer, Trenched, RCP Class IV, 12" – Change Unit Price to \$56.21	(\$284.40)
Item 14, Storm Sewer, Trenched, RCP Class III, 24" – Change Unit Price to \$69.63	(\$1,867.31)
Item 15, Storm Sewer, Trenched, RCP Class III, 27" – Change Unit Price to \$78.17	(\$592.92)
Item 16, Storm Sewer, Trenched, RCP Class IV, 30" – Change Unit Price to \$88.47	(\$29,689.14)
Item 17, Storm Sewer, Trenched, RCP Class III, 36" – Change Unit Price to \$111.62	(\$1,426.36)
Item 18, Storm Sewer, Trenched, RCP Class IV, 48" – Change Unit Price to \$161.69	(\$37,446.76)
Item 22, Pipe Apron RCP, 12" – Change Unit Price to \$749.00	(\$153.00)
Item 23, Pipe Apron RCP, 15" – Change Unit Price to \$815.00	(\$55.00)
Item 24, Pipe Apron RCP, 24" – Change Unit Price to \$1,026.00	(\$74.00)
Item 25, Pipe Apron RCP, 27" – Change Unit Price to \$1,279.00	(\$96.00)
Item 26, Pipe Apron RCP, 30" – Change Unit Price to \$1,593.00	(\$214.00)
Item 27, Pipe Apron RCP, 36" – Change Unit Price to \$2,072.00	(\$128.00)
Item 28, Pipe Apron RCP, 48" – Change Unit Price to \$2,821.00	(\$179.00)
Item 39, Manhole, Storm, Type SW-405, Standard Tee, 48" – Change Unit Price to \$4,232.00	(\$6,804.00)
Item 40, Manhole, Storm, Type SW-405, Composite Tee, 24"X48" – Change Unit Price to \$1,457.00	(\$215.00)
Item 41, Manhole, Storm, Type SW-405, Composite Tee, 30"X48" – Change Unit Price to \$1,936.00	(\$448.00)
Item 42, Manhole, Storm, Type SW-405, Composite Tee, 36"X48" – Change Unit Price to \$2,129.00	(\$213.00)
Quantity Changes:	
Item 41, Manhole, Storm, Type SW-405, Composite Tee, 30"X48" – Change Quantity to 7 <i>Removing Installation of Manholes N2, N3, N6, N7. Contractor agrees to install bends at proposed locations at N3 and N2 at no additional cost.</i>	(\$8,000.00)
Item A-1, Plants, Perennial – 1 Gallon – Delete Bid Item	(\$22,475.75)
Item A-2, Plants, Perennial – 5 Gallon – Delete Bid Item	(\$1,800.00)

RESOLUTION NO. 160-R-2014-2015

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

To approve Change Order #1 to the contract with H & W Contracting, LLC for the North Central Storm Water Project with the following changes:

1. Changes in unit pricing on the concrete piping and the pipe aprons that were part of the original project bid.
2. Reduction in the number of manholes to be installed as part of the project – reduction of seven.
3. Removal of the Alternate Bid Items #1 and #2 – Plants for the project

Total cost of change order #1 is a deduction of \$112,297.25 to the project. Contract cost after change order #1 is \$2,677,735.80.

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

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk