CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
JUNE 1, 2015
5:00 PM

AGENDA

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

1. Hear the Public
2. Consent Agenda
   - A. **Approve Consent Agenda**
   - B. **Buy Local Information**
   - C. **Motion Approving Easements For The Downtown Facade Renovation Project**
   - D. **Motion Authorizing A Noise Variance For Faith, Hope & Charity's Glow On The Green Golf Tournament**
   - E. **Motion Authorizing A No Parking Zone Variance For The 2015 Tornado Classic Softball Tournament**
3. **Resolution No. 140-R-2014-2015 Authorizing Street Closures, Sidewalk & Street Sales & Vending, Noise Variance For The 2015 Storm Lake United Ridiculous Days**
4. **Resolution No. 141-R-2014-2015 To Accept & Award Bids For The Widening Of HWY 7 From Barton Street To Northwestern Drive**
5. **Public Hearing On Plans, Specifications, & Form Of Contract - Fiber Project**
6. **Resolution No. 142-R-2014-2015 Approving Plans, Specifications, & Form Of Contract - Fiber Project**
7. **Public Hearing On The Issuance Of NTE $3,500,000 Sales Tax Increment Revenue Bonds**
8. **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**
9. **Resolution No. 144-R-2014-215 Setting Public Hearing For Not To Exceed $750,000 Storm Water Revenue Capital Loan Notes**
10. **Resolution No. 145-R-2014-2015 Setting Public Hearing For Not To Exceed $1,500,000 General Obligation Capital Loan Notes**
11. **Motion Setting Public Hearing On Fiscal Year 2014-2015 Budget Amendment**
12. **Ordinance No. 09-O-2014-2015 Update City Code Chapter 10-1 - Sidewalks - 2nd Reading**
13. **Ordinance No. 10-O-2014-2015 Amending Chapter 5-8 Of Title V Of The City Code Of The City Of Storm Lake, Iowa - SECOND READING**
14. **Motion Approving Agreements With Storm Lake Cab & RIDES For Transit Services**
15. **Motion Approving Lease Agreement For Spoil Site Land**
16. **Resolution No. 146-R-2014-2015 Approving Change Order #2 To Housing Rehabilitation Project 2014-2**

17. **Resolution No. 147-R-2014-2015 Final Approval Housing Project 2014-2**
18. **Resolution No. 148-R-2014-2015 Accepting & Awarding Bids On The Wastewater Treatment Plant HVAC Bids**
19. **Motion Authorizing The Purchase Of Land & Easements For North Central Storm Water Project**
20. **Resolution No. 149-R-2014-2015 Accepting & Awarding Bids On North Central Storm Water Project**
21. **Resolution No. 150-R-2014-2015 Award Contract On North Central Storm Water Project**
22. **Resolution No. 151-R-2014-2015 to Award Bid & Approve Contract On Vilas Street Repair**
23. **Resolution No. 152-R-2014-2015 Accepting Quote & Authorizing The Mayor To Sign The Agreement For The City Hall Parking Lot Improvements**

24. 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

6/1/2015
Agenda Item # A.

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

REPORT TO: Honorable Mayor and City Council

FROM: Sue Vossberg, Deputy Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe disbursements for approval
- Approve Sunrise Pointe list of bills
- Approve minutes for the May 18, 2015 city council meeting
- Approve liquor license renewals for La Juanita and Walgreens
- Approve 5-day liquor license for Storm Lake United for Ragbrai effective beginning July 18, 2015
- Approve cigarette permits for the following:
  - Al's Liquors
  - Casey's - Milwaukee
  - Casey's - Flindt
  - Dollar General
  - Dyno's
  - Fareway Stores
  - Hy-Vee Food Store
  - Midtown Liquor
  - Murphy USA
  - One Stop Shop
  - Star Video
  - Walgreens
  - Wal Mart

- Approve Easements for the Downtown Façade Project (see attached staff summary)
- Approve noise variance for Faith Hope & Charity (see attached staff summary)
- Approve No parking variance for the Tornado Classic Softball Tournament (see attached staff summary)
- Appointment of Tyrone Sims to the Library Board

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - $431,791.77

- King's Pointe Bills - $152,766.90
- Sunrise Pointe Golf Course Bills - $3,877.91

The City will receive the following revenues:

- Liquor license renewal - $1,182.50
- Cigarette Permits - $975.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
List of Bills	List of Bills
List of Bills - King's Pointe & Sunrise Pointe	List of Bills
Minutes - May 18, 2015	Minutes
La Juanita Liquor Report	Backup Material
Walgreens Liquor Report	Backup Material
Ragbrai Beer Permit Application	Application
Cigarette Permit Applications	Application
Library Board Application	Application

UNAVAILABLE

AFLAC	PR Batch 00553.05.2015 Aflac Pretax	50.17
AFLAC	PR Batch 00553.05.2015 Aflac After tax	54.06
AFLAC	PR Batch 00554.05.2015 Aflac Pretax	536.60
AFLAC	PR Batch 00554.05.2015 Aflac After tax	143.28
CARRION TABUADA DAVID	Refund Check	6.47
CARRION TABUADA DAVID	Refund Check	10.26
CARRION TABUADA DAVID	Refund Check	4.84
CARRION TABUADA DAVID	Refund Check	0.46
CARRION TABUADA DAVID	Refund Check	2.28
City of Storm Lake	PR Batch 00554.05.2015 Dental employee/child	5.78
City of Storm Lake	PR Batch 00554.05.2015 Dental insurance employee c	19.00
City of Storm Lake	PR Batch 00554.05.2015 Dental employee/spouse	20.60
City of Storm Lake	PR Batch 00554.05.2015 Dental insurance family	78.48
City of Storm Lake	PR Batch 00554.05.2015 125 Flexible Benefits	920.83
City of Storm Lake	PR Batch 00554.05.2015 Flex- Child Care	173.09
City of Storm Lake	PR Batch 00554.05.2015 Health Insurance Family	1,761.92
City of Storm Lake	PR Batch 00554.05.2015 Health Insurance Single	421.99
City of Storm Lake	PR Batch 00553.05.2015 Dental insurance employee c	2.18
City of Storm Lake	PR Batch 00553.05.2015 Dental employee/spouse	11.15
City of Storm Lake	PR Batch 00553.05.2015 Dental insurance family	28.32
City of Storm Lake	PR Batch 00553.05.2015 125 Flexible Benefits	207.91
City of Storm Lake	PR Batch 00553.05.2015 Health Insurance Family	596.50
City of Storm Lake	PR Batch 00553.05.2015 Health Insurance Single	48.12
CLAY PO	Refund Check	23.30
CLAY PO	Refund Check	32.36
CLAY PO	Refund Check	6.51
CLAY PO	Refund Check	1.63
CLAY PO	Refund Check	3.07
Collection Services Center	PR Batch 00553.05.2015 Child Support Payments to I	325.00
Collection Services Center	PR Batch 00554.05.2015 Child Support Payments to I	222.00
Conseco Health Insurance Co	PR Batch 00554.05.2015 Cancer Pre Tax Insurance	41.04
EFTPS	PR Batch 00554.05.2015 Federal Income Tax	9,914.13
EFTPS	PR Batch 00554.05.2015 FICA Employee Portion	4,190.10
EFTPS	PR Batch 00554.05.2015 FICA Employer Portion	4,190.10
EFTPS	PR Batch 00554.05.2015 Medicare Employee Portion	1,476.06
EFTPS	PR Batch 00554.05.2015 Medicare Employer Portion	1,476.06
EFTPS	PR Batch 00553.05.2015 Federal Income Tax	4,238.57
EFTPS	PR Batch 00553.05.2015 FICA Employee Portion	1,866.06
EFTPS	PR Batch 00553.05.2015 FICA Employer Portion	1,866.06
EFTPS	PR Batch 00553.05.2015 Medicare Employee Portion	527.10
EFTPS	PR Batch 00553.05.2015 Medicare Employer Portion	527.10
FREAR TRAVIS	Refund Check	5.66
FREAR TRAVIS	Refund Check	8.97
FREAR TRAVIS	Refund Check	4.24
FREAR TRAVIS	Refund Check	0.40
FREAR TRAVIS	Refund Check	1.99
ICMA Retirement Trust 457	PR Batch 00553.05.2015 ICMA	1,100.00
ICMA Retirement Trust 457	PR Batch 00553.05.2015 ICMA City Paid	583.35
ICMA Retirement Trust 457	PR Batch 00553.05.2015 ICMA City paid for Police	432.81
ICMA Retirement Trust 457	PR Batch 00554.05.2015 ICMA	1,835.00
Iowa Public Employees	PR Batch 00554.05.2015 IPERS	3,696.46
Iowa Public Employees	PR Batch 00554.05.2015 IPERS City Share	5,547.66
Iowa Public Employees	PR Batch 00553.05.2015 IPERS	1,503.94
Iowa Public Employees	PR Batch 00553.05.2015 IPERS City Share	2,257.17
ITT Hartford AMS RPVA	PR Batch 00553.05.2015 457 Hartford	100.00
ITT Hartford AMS RPVA	PR Batch 00554.05.2015 457 Hartford	225.00
Kansas Payment Center	PR Batch 00554.05.2015 Child Support Kansas	180.00

MAUNG MAUNG	Refund Check	10.78
MAUNG MAUNG	Refund Check	18.53
MAUNG MAUNG	Refund Check	5.07
MAUNG MAUNG	Refund Check	0.75
MAUNG MAUNG	Refund Check	2.39
Muni Fire/Police Retire	PR Batch 00554.05.2015 Muni Police/Fire Pension	3,074.66
Muni Fire/Police Retire	PR Batch 00554.05.2015 Muni Police/Fire Pension Ci	9,946.88
Muni Fire/Police Retire	PR Batch 00553.05.2015 Muni Police/Fire Pension	534.26
Muni Fire/Police Retire	PR Batch 00553.05.2015 Muni Police/Fire Pension Ci	1,728.39
PIZANO BIANCA	Refund Check	2.02
PIZANO BIANCA	Refund Check	2.92
PIZANO BIANCA	Refund Check	0.70
PIZANO BIANCA	Refund Check	0.14
PIZANO BIANCA	Refund Check	0.33
REED OR JERAMY	Refund Check	13.57
REED OR JERAMY	Refund Check	27.04
REED OR JERAMY	Refund Check	9.96
REED OR JERAMY	Refund Check	0.96
REED OR JERAMY	Refund Check	4.69
RODRIGUEZ JOSE	Refund Check	12.38
RODRIGUEZ JOSE	Refund Check	17.99
RODRIGUEZ JOSE	Refund Check	2.62
RODRIGUEZ JOSE	Refund Check	0.87
RODRIGUEZ JOSE	Refund Check	1.23
STORM LAKE MARINA	Refund Check	28.45
STORM LAKE MARINA	Refund Check	58.28
STORM LAKE MARINA	Refund Check	19.71
STORM LAKE MARINA	Refund Check	2.00
STORM LAKE MARINA	Refund Check	9.27
STRACHAN BAYLEE	Refund Check	25.55
STRACHAN BAYLEE	Refund Check	43.13
STRACHAN BAYLEE	Refund Check	13.67
STRACHAN BAYLEE	Refund Check	1.79
STRACHAN BAYLEE	Refund Check	6.43
Teamsters Local Union 554	PR Batch 00554.05.2015 Union Dues	305.50
Treasurer State Of Iowa	PR Batch 00554.05.2015 State Income Tax	3,719.85
Treasurer State Of Iowa	PR Batch 00553.05.2015 State Income Tax	1,817.70
UNIQ CUISINE THAI-LAOS-AMERICAN	Refund Check	21.71
UNIQ CUISINE THAI-LAOS-AMERICAN	Refund Check	38.02
UNIQ CUISINE THAI-LAOS-AMERICAN	Refund Check	13.28
UNIQ CUISINE THAI-LAOS-AMERICAN	Refund Check	5.53
UNIQ CUISINE THAI-LAOS-AMERICAN	Refund Check	19.33
VANEGAS EDWIN	Refund Check	31.17
VANEGAS EDWIN	Refund Check	49.12
VANEGAS EDWIN	Refund Check	11.69
VANEGAS EDWIN	Refund Check	2.18
VANEGAS EDWIN	Refund Check	5.50

UNAVAILABLE **Department Total =** 75,181.18

Police Department

Central Iowa Distributing, Inc	Cleaning Supplies	225.62
City of Storm Lake	Health Ins Allocations Jun2015	20,795.55
Control System Specialists, LLC	Filters	319.42
Control System Specialists, LLC	Services	190.00
Electronic Engineering	Radion & Strobe Repairs P-14	142.50
Herrig Bill	Roof Patching- 401 E Milwuakee Ave	671.59
Hy-Vee, Inc	Annual Meeting- 2nd Payment- No Tax	20.94

Hy-Vee, Inc	Office Supplies		31.71
Iowa Office Supply Inc	Copier Maintenance Agreement		134.25
Jack's Uniforms & Equipment	Uniform- Platt		185.69
Jack's Uniforms & Equipment	Uniform- Eickholt		118.89
King's Pointe Resort	Meeting Expense		106.80
King's Pointe Resort	Room for Conference- Kendig		92.96
Mangold Environmental Testing	Shipping		6.11
Pizza Ranch	Meeting Expense		53.96
Principal Life Ins Co	Insurance Premium June 2015		2,054.72
ProElect/Professional Electronics	Comdial Handset		26.00
Storm City Auto Parts	Window Washer Fluid		14.94
Storm City Auto Parts	Window Wipers		24.27
TMDE Calibrations Lab, Inc	LED Backup Light Repairs		118.47
Wal Mart #01-1526	Supplies- No Tax		6.74
Wal Mart #01-1526	Water		8.91
Wal Mart #01-1526	Supplies		22.86
Wal Mart #01-1526	Supplies		7.94
Wal Mart #01-1526	SD Card		44.88
Police Department		**Department Total =**	25,425.72
Fire Department			
Alpha Wireless	Reissue Check for Battery Pack		119.87
Central Iowa Distributing, Inc	Cleaning Supplies		122.10
City of Storm Lake	Health Ins Allocations Jun2015		1,911.04
Heiman Inc	Suspenders		136.00
International Assoc of Fire Chiefs	IAFC Membership Dues- Jones- Member #51962		209.00
Mangold Environmental Testing	Shipping		6.11
Principal Life Ins Co	Insurance Premium June 2015		173.59
Wal Mart #01-1526	Phone Charger		36.93
Zee Medical Inc	First Aid Supplies		52.85
Fire Department		**Department Total =**	2,767.49
Building Official			
City of Storm Lake	Health Ins Allocations Jun2015		1,894.03
Principal Life Ins Co	Insurance Premium June 2015		132.66
Building Official		**Department Total =**	2,026.69
Roadway Maintenance			
American Concrete Inc	Concrete		114.00
City of Storm Lake	Health Ins Allocations Jun2015		4,868.88
City of Storm Lake	Load Sensing Hyd Line for #12		108.53
Fastenal Company	Supplies		2.42
Fastenal Company	Supplies		24.92
Gannett Co	Public Works Director Ad		4,015.76
Graham Tire	Tire Repairs		55.00
I&S Group, Inc.	Engineering Services through 10/25/2014		945.00
I&S Group, Inc.	Engineering Services through 4/30/2015		2,079.60
Iowa Office Supply Inc	Copier Maintenance Agreement		16.26
Principal Life Ins Co	Insurance Premium June 2015		357.14
ProBuild	Ragbrai Barricades		583.72
Sherwin William Co	Line Stripping Equipment- Less Tax		7,569.00
Smith Concrete Service Inc	Pay Estimate #1 of Howard Road through 5/20/2015		20,169.73
Wal Mart #01-1526	Supplies		53.64

Roadway Maintenance		**Department Total =**	40,963.60
Street Lighting			
MidAmerican Energy Company	New Electric Service Lights at Meridian		40.94
Street Lighting		**Department Total =**	40.94
Signs & Signals			
Iowa Prison Industries	Signs		303.60
Signs & Signals		**Department Total =**	303.60
Snow Removal			
City of Storm Lake	Health Ins Allocations Jun2015		1,714.14
Principal Life Ins Co	Insurance Premium June 2015		129.18
Snow Removal		**Department Total =**	1,843.32
Airport			
Bart's Flying Service	Airport Contract May 2015		4,963.75
Bolton & Menk, Inc	Construction Management through 4/30/2015		1,360.00
Bolton & Menk, Inc	Bid Admin through 4/30/2015		27.75
Iowa Dept of Agriculture & Land Stewardship	FY2016 Commercial Meter License Application		9.00
Iowa Lakes Regional Water	Water Service		68.65
MS Door Service Ltd	Pest Services		45.00
Neuroth Kevin	Garbage Service April 2015 to June 2015		151.50
Airport		**Department Total =**	6,625.65
Library			
City of Storm Lake	Health Ins Allocations Jun2015		4,489.28
Hy-Vee, Inc	Bandaids		3.98
Principal Life Ins Co	Insurance Premium June 2015		152.30
Library		**Department Total =**	4,645.56
Band			
J.W. Pepper & Sons, Inc	Municipal Band Music		64.00
J.W. Pepper & Sons, Inc	Municipal Band Music		596.00
Band		**Department Total =**	660.00
Parks Department			
Central Iowa Distributing, Inc	Cleaning Supplies		542.90
City of Storm Lake	Health Ins Allocations Jun2015		1,893.13
Graham Tire	Tire Repairs		68.62
Graham Tire	Tire Repairs		142.67
Koenig Jeff	Pot Delivery (2)		164.00
L & G Products, Inc	Amine D Drum		774.25
L & G Products, Inc	W 9th Field Chaulk		94.80
Principal Life Ins Co	Insurance Premium June 2015		188.54

Recycle Center Harold Rowley	Earthday Disposal		10.00
Recycle Center Harold Rowley	Earthday Disposal		13.00
Stanton Electric, Inc	Wire Connector		6.21
Storm Lake Ace Hardware Inc	Shop Tools		33.93
Storm Lake Ace Hardware Inc	Frank Starr Old RR Repairs		14.77
Parks Department		**Department Total =**	3,946.82
Golf Course			
City of Storm Lake	Health Ins Allocations Jun2015		542.28
City of Storm Lake	Changed Oil in Mowers		62.60
CNH Industrial America LLC	Spool		10.95
CNH Industrial America LLC	Supplies		32.95
Crescent Electric Supply Co	Irrigation Supplies		3.94
Principal Life Ins Co	Insurance Premium June 2015		41.79
Storm Lake Ace Hardware Inc	Tape		5.16
Storm Lake Ace Hardware Inc	Door Handle for Bathroom		34.99
Turfwerks	Wire		124.35
Wede's Lock Service Joe	2 Marks Keypad Locks in Parks & 4 Keys		610.00
Zimco Supply Co	Supplies for Golf Course		3,601.00
Zimco Supply Co	Pole		75.00
Zimco Supply Co	Supplies for Golf Course		1,179.60
Zimco Supply Co	Supplies for Golf Course		939.25
Golf Course		**Department Total =**	7,263.86
Campgrounds			
Arctic Glacier U.S.A., Inc.	Ice		78.79
Arctic Glacier U.S.A., Inc.	Ice		174.64
Bales Shirley	Campground Refund 7/2/2015 & 9/4/2015- Less Servi		128.00
City of Storm Lake	Health Ins Allocations Jun2015		180.76
Color-ize Inc	Campground Brochures		230.75
Ferguson Enterprises Inc	Brushes & Supplies		44.95
Graffix, Inc	Uniforms		159.00
Peters Dennis	Uniden Atlantis 200 (4)		200.00
Principal Life Ins Co	Insurance Premium June 2015		13.93
Storm Lake Ace Hardware Inc	Hose		35.97
Wal Mart #01-1526	Supplies		39.25
Wal Mart #01-1526	Air Conditioner & Supplies		329.14
Wal Mart #01-1526	Air Conditioner		233.00
Wal Mart #01-1526	Air Conditioner Returned		-233.00
Campgrounds		**Department Total =**	1,615.18
Awaysis			
Moody's Investors Service	Moody Report for $6.00M & $1.5M Bond Refinancin		13,000.00
Moody's Investors Service	Moody Report for $5.4M AA Bond Refinancing		10,800.00
Awaysis		**Department Total =**	23,800.00
UNAVAILABLE			
Alliance Concrete Inc GCC	Concrete		540.00
Crescent Electric Supply Co	Irrigation Supplies		2.71
Fastenal Company	Chain		69.30
L & G Products, Inc	Sticker		25.10

Storm Lake Ace Hardware Inc	King's pointe Irrigation System Supplies		45.33
UNAVAILABLE		**Department Total =**	682.44
Economic Develop			
City of Storm Lake	Health Ins Allocations Jun2015		925.44
Principal Life Ins Co	Insurance Premium June 2015		60.77
Wilson Michael A	Reimbursement & Travel to Des Moines- Ragbrai Me		238.78
Economic Develop		**Department Total =**	1,224.99
Bargloff TIF			
Harvest International Inc	2013 Tax Rebate Payment #2		12,798.30
Bargloff TIF		**Department Total =**	12,798.30
Storm Lake Sub-Division #5			
Bolton & Menk, Inc	Construction Amin 3rd Addition through 5/13/2015		594.00
Storm Lake Sub-Division #5		**Department Total =**	594.00
Housing Program			
Olthoff Michael	1705 Tulip Lane Renovations (Final)		24,173.63
Housing Program		**Department Total =**	24,173.63
Dredging			
City of Storm Lake	Health Ins Allocations Jun2015		138.95
Principal Life Ins Co	Insurance Premium June 2015		8.55
Dredging		**Department Total =**	147.50
Mayor, Council, Manager			
City of Storm Lake	Health Ins Allocations Jun2015		22.07
Principal Life Ins Co	Insurance Premium June 2015		49.08
Mayor, Council, Manager		**Department Total =**	71.15
Policy & Administration			
City of Storm Lake	Health Ins Allocations Jun2015		1,370.18
Principal Life Ins Co	Insurance Premium June 2015		106.44
Policy & Administration		**Department Total =**	1,476.62
City Hall Building			
MS Door Service Ltd	Pest Services		23.00
Schumacher Elevator Company	Elevator Maintenance		187.77
City Hall Building		**Department Total =**	210.77
Other Policy & Administration			

Color-ize Inc	City Tidbits Layout/Design May 2015		53.55
Getty Images (US) Inc	Quarterly Download Subscription		124.93
Iowa Office Supply Inc	Copier Maintenance Agreement		16.27
Iowa Office Supply Inc	Office Supplies		54.00
Meidh Corporation	Consulting through 4/30/2015		7,639.88
Moss & Barnett	Legal Fees 4/23/2015		180.00
Qualified Presort Service, LLC	City Tidbits		203.98
Wal Mart #01-1526	Supplies		42.72
Wal Mart #01-1526	Supplies		49.91
Other Policy & Administration		**Department Total =**	8,365.24
Water Administration			
Bolton & Menk, Inc	City Hall Parking Lot Engineering through 5/13/2015		3,150.00
City of Storm Lake	Health Ins Allocations Jun2015		2,882.28
Getty Images (US) Inc	Quarterly Download Subscription		124.94
Iowa Office Supply Inc	Copier Maintenance Agreement		16.27
Iowa Office Supply Inc	Office Supplies		53.99
Principal Life Ins Co	Insurance Premium June 2015		223.78
Qualified Presort Service, LLC	ACH Statements		91.87
Qualified Presort Service, LLC	Monthly Statements		398.28
Water Administration		**Department Total =**	6,941.41
Water Plant			
City of Storm Lake	Health Ins Allocations Jun2015		4,550.04
Hach Chemical Company	Lab Supplies		1,093.54
Hawkins, Inc	Fluoride		1,550.60
Hawkins, Inc	Fluoride Freight		22.00
Hawkins, Inc	Sodium Aluminate		575.88
Hawkins, Inc	Sodium Aluminate Freight		20.00
Hupp Electric Motors	Basin Hoist		9,052.93
Mississippi Lime Company	Lime		4,903.90
NCL of Wisconsin Inc	Lab Supplies		428.37
Principal Life Ins Co	Insurance Premium June 2015		423.29
Sargent Drilling	Well #14 Rehab		20,566.00
Seiler Plumbing & Heating Inc	Basin Area Water Lines		2,418.51
Storm Lake Ace Hardware Inc	Glue		8.98
Storm Lake Ace Hardware Inc	Tape & Paint		134.43
Storm Lake Ace Hardware Inc	Cleaner		31.98
Storm Lake Ace Hardware Inc	Nozzle & Lock		14.97
Storm Lake Ace Hardware Inc	Paint for the Press		29.99
Wal Mart #01-1526	Video System TV & Tape- No Tax		221.34
Water Plant		**Department Total =**	46,046.75
Water Distribution			
City of Storm Lake	Health Ins Allocations Jun2015		1,574.33
Principal Life Ins Co	Insurance Premium June 2015		163.88
Underground Location Company	Locates		54.60
Water Distribution		**Department Total =**	1,792.81
Water Meters			

City of Storm Lake	Health Ins Allocations Jun2015		1,901.25
Jensen Josh	Water Distribution Training- Ankeny- Jensen		480.96
Municipal Supply, Inc.	IPERL Meters (32)		3,783.64
Principal Life Ins Co	Insurance Premium June 2015		59.71
Storm Lake Ace Hardware Inc	Brush		2.99
Water Meters		**Department Total =**	6,228.55

Wastewater Administration

City of Storm Lake	Health Ins Allocations Jun2015		2,873.10
Getty Images (US) Inc	Quarterly Download Subscription		124.94
Iowa Office Supply Inc	Copier Maintenance Agreement		16.27
Iowa Office Supply Inc	Office Supplies		53.99
Principal Life Ins Co	Insurance Premium June 2015		222.45
Qualified Presort Service, LLC	ACH Statements		91.87
Qualified Presort Service, LLC	Monthly Statements		398.28
Wastewater Administration		**Department Total =**	3,780.90

Wastewater Treatment Plant

Century Link	Phone Service May 2015		189.82
City of Storm Lake	Health Ins Allocations Jun2015		4,534.16
D.M.G. Inc	Blower Motor Repairs		1,499.00
Grainger Inc W.W.	Plug		127.35
H-O-H Water Technology, Inc	Polymer		3,450.00
HD Supply Waterworks, Ltd.	13th Street Lift Station Clamp		345.00
Iowa Dept of Natural Resources	WasteWater Operator Certification- Reiman		60.00
Iowa Dept of Natural Resources	WasteWater Operator Certification- Vanderwoude		60.00
Iowa Dept of Natural Resources	WasteWater Operator Certification- Reiman		60.00
Iowa Dept of Natural Resources	WasteWater Operator Certification- Jacobsen		60.00
Iowa Office Supply Inc	Copier Maintenance Agreement		16.01
Lundell Construction Co. Inc.	Limestone		1,235.57
Meader Justin	Sampler		318.00
Napa Auto Parts	Oil Filter		8.93
Principal Life Ins Co	Insurance Premium June 2015		196.74
Recycle Center Harold Rowley	Recycling		21.62
Recycle Center Harold Rowley	Recycling		14.72
Rehab Systems Inc.	Jet/Vac Sludge Tank		2,500.00
Storm Lake Ace Hardware Inc	Fishing Net & Safety Readers		39.98
Tucker Consulting Inc	WW Calculations for Field Applications		120.00
Veenstra & Kimm, Inc	WWTP HVAC Design Service through 5/16/2015		4,800.00
Veenstra & Kimm, Inc	WWTP HVAC Analysis Service through 5/16/2015		107.95
Wal Mart #01-1526	Phone Case		42.17
Wastewater Treatment Plant		**Department Total =**	19,807.02

Wastewater Collection

City of Storm Lake	Health Ins Allocations Jun2015		1,910.52
Principal Life Ins Co	Insurance Premium June 2015		164.74
Underground Location Company	Locates		54.60
Veenstra & Kimm, Inc	Construction Staking through 5/16/2015		1,783.41
Veenstra & Kimm, Inc	Construction Staking through 5/16/2015		237.79
Veenstra & Kimm, Inc	Construction Staking through 5/16/2015		356.68
Veenstra & Kimm, Inc	Construction Admin through 5/16/2015		175.20
Veenstra & Kimm, Inc	Construction Admin through 5/16/2015		116.80
Veenstra & Kimm, Inc	Construction Admin through 5/16/2015		876.00

Veenstra & Kimm, Inc	Construction Observation through 5/16/2015		11,438.09
Veenstra & Kimm, Inc	Construction Observation through 5/16/2015		1,525.08
Veenstra & Kimm, Inc	Construction Observation through 5/16/2015		2,287.62
Wastewater Collection		**Department Total =**	20,926.53
Landfill			
City of Storm Lake	Health Ins Allocations Jun2015		449.36
Express Auto Rental	Vehicle Rental 4/21 & 5/11 Contracts #2105 & #2118		560.00
Iowa Office Supply Inc	Office Supplies		53.99
Iowa Office Supply Inc	Copier Maintenance Agreement		16.26
North Central Correctional Facility	Labor Services		100.00
Pizza Ranch	Meeting Expense		128.00
Principal Life Ins Co	Insurance Premium June 2015		20.51
Qualified Presort Service, LLC	Monthly Statements		398.27
Qualified Presort Service, LLC	ACH Statements		91.86
Recycle Center Harold Rowley	TV Disposal		4,945.00
Recycle Center Harold Rowley	Tire Disposal		750.00
Recycle Center Harold Rowley	Truck Loads to Landfill		6,336.86
Wal Mart #01-1526	Water Supplies		11.88
Landfill		**Department Total =**	13,861.99
Storm Water Administration			
City of Storm Lake	Health Ins Allocations Jun2015		721.85
Getty Images (US) Inc	Quarterly Download Subscription		124.94
Iowa Office Supply Inc	Copier Maintenance Agreement		16.26
Mangold Environmental Testing	Water Testing		110.00
Principal Life Ins Co	Insurance Premium June 2015		28.73
Qualified Presort Service, LLC	ACH Statements		91.86
Qualified Presort Service, LLC	Monthly Statements		398.27
Storm Water Administration		**Department Total =**	1,491.91
Storm Water Collection			
Bolton & Menk, Inc	Final Design & Bidding through 5/14/2015		16,938.50
Bolton & Menk, Inc	Design & Survey through 5/14/2015		389.00
City of Storm Lake	Health Ins Allocations Jun2015		450.77
Foundation Analytical Laboratory Inc	Groundwater Testing		580.00
Foundation Analytical Laboratory Inc	Groundwater Testing		360.00
Principal Life Ins Co	Insurance Premium June 2015		22.52
Storm Lake Ace Hardware Inc	Storm Water Testing Equipment		12.99
Storm Water Collection		**Department Total =**	18,753.78
Street Cleaning			
City of Storm Lake	Health Ins Allocations Jun2015		450.21
North Lake Truck Repair	Solenoid Shut Off		300.53
Street Cleaning		**Department Total =**	750.74
Insurance			
Auxiant - Claims Account	5/26/2015 Claims		13,183.15
Auxiant - Claims Account	5/18/2015 Claims		3,626.68

Auxiant - Fixed Account	June 2015 Insurance Premium		17,051.59
Auxiant - Flex Account	5/27/2015 Flex		362.58
Insurance		**Department Total =**	34,224.00
UNAVAILABLE			
Buena Vista Regional Healthcare Foundation	Donation from Live Healthy Iowa 5K		465.00
Upper Des Moines Opportunity	Donation from Live Healthy Iowa 5K		232.50
UNAVAILABLE		**Department Total =**	697.50
Vehicle Maintenance			
Fastenal Company	Loading Straps & Supplies		32.59
Fastenal Company	Supplies		46.17
Storm Lake Hydraulics Co Inc	O-Ring Connector		6.04
Storm Lake Hydraulics Co Inc	O-Ring Connector, Union Tee, & Supplies		66.47
Storm Lake Hydraulics Co Inc	Hydraulic Hose & Ends		97.53
Vehicle Maintenance		**Department Total =**	248.80
Technology			
American Concrete Inc	Concrete		114.00
Bolton & Menk, Inc	Prelim & Final Design & Bidding through 5/21/2015		8,440.00
ProBuild	Concrete, Adhesive, Caulk- City Hall Alley		41.80
Rebnord Technologies Inc	City Hall Building Entrance		789.03
Technology		**Department Total =**	9,384.83
		Grand Total =	431,791.77

King's Pointe Resort
Disbursements 5/13/2015 through 5/26/2015

Vendor Name	Description	Amount
ACCO (2)	supplies	7,396.85
Ace Hardware Inc.	supplies	79.34
Ameripride Services (2)	supplies	998.34
A-1 Preferred	supplies	778.75
Buena Vista Stationery (2)	supplies	342.17
Capital Sanitary Supply Co.	supplies	274.54
Citadel Communications Co. - KCAU	advertising	1,300.00
Color-ize (2)	supplies	969.86
Comm 1st Broadcasting - KKIA/KAYL	advertising	200.00
Copyworks - Coralville	supplies	211.00
Crescent Electric Supply Co.	supplies	126.23
Ed M. Feld Equipment Co. Inc.	supplies	558.00
Fastenal Company	supplies	31.08
Ferguson Enterprises, Inc. (2)	supplies	732.67
First National Bank - Omaha	credit card payments	757.56
Garbage Hauling Service	garbage service	445.46
Graphic Edge Inc.	supplies	2,523.12
Hamco Walker Paper Company	supplies	153.00
Hy-Vee Food Stores (2)	food	228.82
The Icee Company	supplies	523.13
Midamerican Energy Company	utilities	7,801.66
KDSN AM/FM	advertising	5.00
Kinseth Hotel Corporation	payroll/mgmt. fee	71,762.86
Nu Concepts Inc/Pengins Ent	entertainment	2,000.00
Brian Oakleaf	reimbursement	416.00
Olsen Welding & Machine Shop	supplies	75.00
Orkin Exterminating Inc.	pest control	209.05
Pepsi-Cola Bottling Co. (2)	beverages	1,496.67
Pilot Tribune	advertising	347.75
Probuild Company	supplies	92.70
Rebnord Technologies Inc	tech support	2,258.33
Rent-All Inc.	rentals	18.00
Jayme Riedell	reimbursement	51.00
Continuum Retail Energy Service	utilities	4,821.21
Social Tables Inc	supplies	162.50
The Storm Lake Times (2)	advertising	45.34
Storm Lake Chamber	advertising	15.00
Sysco Guest Supply LLC	supplies	1,255.99
Treasurer State of Iowa	sales tax	12,600.00
UPS	shipping	38.84
US Foods (2)	food	18,623.46
Zone Home Entertainment	sound system	8,468.94
Al's Liquor	beverages	197.84
Doll Distributing LLC	beverages	566.54
Johnson Brothers/ Iowa Wine & Bev	beverages	464.80
Misc. POA Disbursements (2)	disbursements	342.50
	Total	**152,766.90**

Sunrise Pointe Golf Course
Disbursements 5/13/2015 through 5/26/2015

Ace Hardware	supplies	37.98
MidAmerican Energy Company	utilities	391.18
Julius Cleaners	mat cleaning	4.80
Kinseth Hotel Corporation	payroll	2,056.69
King's Pointe Resort	supplies	626.50
Quality Resource Group Inc	supplies	49.95
Speed's Automotive Supply	supplies	192.32
Alliant Energy	utilities	118.49
Guest Refunds/Advance Deposits	deposit return	400.00
	Totals	**3,877.91**

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, MAY 18, 2015 5:00 P.M.

Present: Council Members Dan Anderson, Sara Huddleston (5:01pm), Mike Porsch, Bruce Engelmann and David Walker. Absent: Mayor Jon Kruse. 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, Water Plant Superintendent Todd Allen, Wastewater Superintendent Ron Jacobsen, Finance Department Manager Jennifer Movall, and Justin Yarosevich City Clerk.

Mayor Pro-Tem Walker 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 included checks #49063 through #49195, minutes from the May 4, 2015 council meeting, appointment of Sarah Freking and Kelly Guinan to the Library Board.

Consent agenda also included approval of the requests from Storm Lake United for the Taste of Storm Lake which includes the following: Use of Chautauqua Park Shelter House each Thursday from June 4, 2015 until September 17, 2015 between the hours of 4:00pm and 8:00pm free of charge. Noise variance for each event between the hours of 4:00pm and 8:00pm.

Consent agenda also included approval of the requests from Storm Lake United for the Farmer's Market which includes the following: Permission for sales of goods on Erie Street in front of the courthouse on Saturdays from 8:00am until 12:00pm from June 13th until October 17th and on Thursdays from 4:00pm until 6:00pm from July 2nd until October 15th. Closing of parking spaces in the 600 block of Erie Street for the event.

Seconded by Council Member Porsch. Vote: All ayes with Huddleston absent. Motion carried.

Council Member Huddleston arrived at 5:01pm.

RAGBRAI Requests – Moved by Council Member Anderson to adopt Resolution No. 132-R-2014-2015 approving the requests from the Storm Lake RAGBRAI Committee related to the 2015 Storm Lake RABGRAI Event. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

RESOLUTION NO. 132-R-2014-2015

A RESOLUTION APPROVING THE REQUESTS FROM THE STORM LAKE RAGBRAI COMMITTEE RELATED TO THE 2015 STORM LAKE RAGBRAI EVENT

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

To approve the use of ALL city parks as part of the event venue and as assigned by the RAGBRAI Committee from Friday, July 17, 2015 through Monday, July 20, 2015 for set up, the event and clean up.

To further approve the use of Chautauqua Park Shelter House, with fees waived, as designated by the RAGBRAI Committee.

To further approve alcohol sales within the entertainment venue in AWAYSIS Park as designated by the RAGBRAI Committee.

To further approve a noise variance in AWAYSIS and Sunset Parks on Sunday, July 19, 2015 between the hours of 10:00am and 1:00am.

To further approve road closures and traffic detours throughout the city as requested by the RAGBRAI Committee and approved by Storm Lake Public Safety on July 19, 2015 and July 20, 2015.

To further approve appropriate support from all city departments inclusive of the hiring of additional law enforcement officers and reserve officers as determined by Storm Lake Public Safety from outside agencies and jurisdictions.

To further approve food vending in all city parks and some streets as designated by the RAGBRAI Committee.

To further approve merchandise vending in all city parks and some streets as designated by the RAGBRAI Committee.

To further approve the use of golf carts and ATV vehicles within the venue and on closed streets as designated by the RAGBRAI Committee and approved by Storm Lake Public Safety.

PASSED AND APPROVED this 18th day of May, 2015.

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David Walker, Mayor Pro-Tem

ATTEST:

_____
Justin Yarosevich, City Clerk

Star Spangled Spectacular Requests – Moved by Council Member Huddleston to adopt

Resolution No. 133-R-2014-2015 to approve the requests for the 2015 Star Spangled Spectacular. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

RESOLUTION NO. 133-R-2014-2015

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE TO AUTHORIZE THE FOLLOWING FOR THE 4TH OF JULY STAR SPANGLED SPECTACULAR

1. The use of Chautauqua Park and Sunset Park, including shelter house, for all day on July 3, 2015 and all day on July 4, 2015.

2. Closing the following streets on July 4, 2015.
   From 6:00 a.m. until Post-Parade
   4th and Grand; Hudson and Lakeshore;
   Superior and Lakeshore; Hudson and 1st Street; Chautauqua Park Drive E. and Hudson Extension at Lakeshore Dr.
   Peterson & Grand; College and 3rd;
   All alleys within the event perimeter

   From 6:00 a.m. until 5:00 p.m.
   College and Lakeshore;
   Otsego and Lakeshore; Ontario and Lakeshore;
   Geneseo and Lakeshore; Geneseo and 2nd;
   Michigan @W. 1st St (for east-west traffic);
   W 1st @ Lake Ave. (west side of intersection);
   Lake Avenue and 1st St. (south side of intersection);
   Lake Avenue and Lakeshore; Irving and Lakeshore;
   Cayuga and Lakeshore; Seneca and Lakeshore;
   Oneida and Lakeshore; Hudson St. Extension @ Lakeshore (west side of intersection);
   Chautauqua Park Drive @ Hudson extension (west side);
   Chautauqua Park Drive @ Lakeshore (west side); All alleys within the event perimeter

   From 6 a.m. until post fireworks
   Chautauqua Park Drive from Hudson extension west to Lakeshore Dr. and Hudson Extension

4. Permission to shoot fireworks from the Chautauqua Park Jetty on July 4, 2015 at 10:00pm with a rain date of July 5, 2015.
5. Noise Variance for Sunset Park and Chautauqua Park on July 3rd from 7:00 a.m.to 12:00 a.m. and from 7:00 a.m. to 11:00pm July 4th.
7. Appropriate traffic assistance for the July 3, 2015 Classic Car Cruise with route approved by the police department.

8. Permits for the Ride/Run at 7:30 a.m., July 4, 2015 on a route approved by the Police Department and Parade at 10:30am, July 4, 2015.
9. Permission to construct a temporary second stage in front of the Band Shell in Sunset Park for July 3rd and 4th for entertainment needs.
10. Permission for inflatables to be used within the event venues
11. Permission for food, arts and craft sales in the parks.
12. Permission for BMX bike ramps within the event venue for demonstration.
13. Appropriate support from the Street Department, Parks Department, and Public Safety Department.

PASSED AND ADOPTED this 18th day of May 2015.

_____
David Walker, Mayor Pro-Tem

ATTEST:

_____
Justin Yarosevich, City Clerk

BVU Street Closure and No Parking Zone Variances Requests – Moved by Council Member Porsch to authorize no parking zone variances on the east side of Grand Avenue from Peterson Drive north to Iowa Street, on the north side of West 4th Street from Grand Avenue west to Early Street and on the south side of West 4th Street from Grand Avenue east to College Street for the 2015-2016 BVU academic year for the following dates: August 11th, 12th, 13th-20th, 22nd, 23rd, October 16th & 20th, November 25th & 29th, January 3rd, 22nd, 23rd, 26th, March 18th & 28th, May 16th – 19th, May 21st & May 22nd. Street closures on Grand Avenue from Peterson Drive north to Iowa Street and on West 4th Street from College Street to Iowa Street on the following dates: August 21st from 7:00am until 5:00pm; August 23rd from 8:00am until 5:00pm and May 19th from 7:00am until 7:00pm. Seconded by Council Member Anderson. Vote: All ayes with Council Member Walker. Motion carried.

Inlet Lift Station – Moved by Council Member Engelmann to authorize the call of the option to purchase the land from the Roth and Drahota families currently under lease for the inlet lift station. The purchase price is $20,000 and closing to be shortly after February 2, 2016. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Sidewalk Ordinance – Moved by Council Member Anderson to pass on 1st Reading Ordinance No. 09-O-2014-2015 Amending Chapter 10-1 "Sidewalk Regulations". Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

FEMA Project – Contract 5 – Moved by Council Member Anderson to adopt Resolution No. 134-R-2014-2015 approving change order #5 to the contract with Gridor Construction for the Sanitary Sewer System Mitigation Project – Contract 5 – Wastewater Treatment Plant an increase of $61,465 to the contract. Total contract cost

after change order is $8,921,866. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

RESOLUTION NO. 134-R-2014-2015

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

To approve Change Order No. 5 to the contract with Gridor Construction, Inc. for the Sanitary Sewer System Mitigation Project – Contract 5 – Wastewater Treatment Plant, for the following modifications:

1. Provide isolation valves and extend a 1" potable water line and a 1" non-potable water line to the location of a future chemical feed building – add $4,026

2. Expose, cut, and plug the existing 24" FM to allow temporary bypassing of the influent flow around a deteriorated section of the 24" FM. Replace 60 LF of the deteriorated 24" FM with ductile iron piping. Remove plug, connect sections of the existing and new 24" FM, and direct flow to Headworks Building – add $22,159

3. Disconnect the existing 4" SL from the 24" FM, extend it approximately 60 LF east, and connect it to the new 6" SL near the Inlet Structure – add $8,470

4. Install approximately 40 LF of 2" pvc piping to provide non-potable water to the Sludge Dewatering Building – add $997

5. Provide a 25 kw heavy duty electric unit heater in the Pump Room of the Final Clarifier Building for supplemental heating – add $8,575

6. Demolish and remove additional reinforced concrete that was discovered as part of the end baffle walls in both aeration basins. The end baffle was constructed differently than sown on the original treatment plant drawings and utilized thicker wall and fillet sections which required additional effort to demolish and remove – add $17,238

Total cost of Change Order #5 is an increase of $61,465 to the contract. Total contract cost after change order #5 is $8,921,866.

PASSED AND APPROVED this 18th day of May, 2015.

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David Walker, Mayor Pro-Tem

ATTEST:

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Justin Yarosevich, City Clerk

HWY 7 Water Main Project – Moved by Council Member Huddleston to adopt Resolution No. 135-R-2014-2015 approving change order #1 to the contract with GM Contracting for the Highway 7 Water Main Project a deduction of $16,320.20 to the project. Contract cost after change order is $301,901.76. Seconded by Council Member Engelmann. Motion carried.

RESOLUTION NO. 135-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 GM Contracting, Inc. for the Highway 7 Water Main Project for the correct connections on the east and west ends of the project. Change order #1 is a deduction of $16,320.20 to the project.

Total contract cost after change order #1 is $301,901.76.

PASSED AND APPROVED this 18th day of May, 2015.

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David Walker, Mayor Pro-Tem

ATTEST:

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Justin Yarosevich, City Clerk

GO Notes Series 2015B – Moved by Council Member Engelmann to adopt Resolution No. 136-R-2014-2015 appointing Bankers Trust Company to serve as paying agent, note registrar, and transfer agent, approving the paying agent and note registrar and transfer agent agreement and authorizing the execution of the agreement for the $3,545,000 Taxable Annual Appropriation General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015B. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

RESOLUTION NO. 136-R-2014-2015

RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING

AGENT AND NOTE REGISTRAR AND TRANSFER
AGENT AGREEMENT AND AUTHORIZING THE
EXECUTION OF THE AGREEMENT

WHEREAS, $3,545,000 Taxable Annual Appropriation General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015B, dated June 5, 2015, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Council has deemed that the services offered by Bankers Trust Company of Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and Bankers Trust Company.

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

That Bankers Trust Company of Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of $3,545,000 Taxable Annual Appropriation General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015B, dated the date of delivery.

That the Agreement with Bankers Trust Company of Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 18th day of May, 2015.

_____
David Walker, Mayor Pro-Tem

ATTEST:

_____
Justin Yarosevich, City Clerk

Moved by Council Member Porsch to adopt Resolution No. 137-R-2014-2015 approving and authorizing a form of loan agreement and authorizing and providing for the issuance of $3,545,000 Taxable Annual Appropriation General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015B. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

RESOLUTION NO. 137-R-2014-2015

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF $3,545,000 TAXABLE ANNUAL APPROPRIATION GENERAL OBLIGATION URBAN RENEWAL REFUNDING CAPITAL LOAN NOTES, SERIES 2015B, AND LEVYING A TAX TO PAY SAID NOTES, AND APPROVAL OF THE CONTINUING DISCLOSURE CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, by Resolution No. 33-R-91-92, adopted September 16, 1991, amended by Resolution No. 25-R-2004-2005, adopted October 18, 2004, amended by Resolution No. 07-R-2010-2011, adopted July 19, 2010, amended by Resolution No. 36-R-2013-2014, adopted November 18, 2013, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Storm Lake Industrial Park Urban Renewal Plan (the "Plan") for the Storm Lake Industrial Park Urban Renewal Plan Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Buena Vista County; and

WHEREAS, the Issuer is in need of funds to pay costs of refunding existing City indebtedness, including the Annual Appropriation Urban Renewal General Obligation Bonds, Series 2006, essential corporate urban renewal purpose project(s), and it is deemed necessary and advisable that the City issue Taxable General Obligation Urban Renewal Capital Loan Notes, for such purpose(s) to the amount of not to exceed $4,000,000 as authorized by Sections 384.24A, 384.25 and 403.12 of the Code of Iowa; and

WHEREAS, pursuant to notice published as required by Sections 384.24 (3)(q), 384.24A, 384.25, and 403.12 this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of said Notes, and all objections, if any, to such Council action made by any resident or property owner of the City were received and considered by the Council; and no petition having been filed, it is the decision of the Council that additional action be taken for the issuance of said Notes for such purpose(s), and that such action is considered to be in the best interests of the City and the residents thereof; and

WHEREAS, pursuant to the provisions of Chapters 75 and 403 of the Code of Iowa, the above mentioned notes were heretofore sold at public sale and action should now be taken to issue said notes conforming to the terms and conditions of the best bid received at the advertised public sale:

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean $5,000 or any integral multiple thereof.

- "Beneficial Owner" shall mean, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant or such person's subrogee.

- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Note.

- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.

- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

- "Depository Notes" shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.

- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as securities depository for the Notes pursuant to the Representation Letter.

- "Issuer" and "City" shall mean the City of Storm Lake, State of Iowa.

- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.

- "Note Fund" shall mean the fund created in Section 3 of this Resolution.

- "Notes" shall mean $3,545,000 Taxable Annual Appropriation General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015B, authorized to be issued by this Resolution.

- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.

- "Paying Agent" shall mean Bankers Trust Company, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.

- "Project" shall mean the costs of refunding existing City indebtedness, including the Annual Appropriation Urban Renewal General Obligation Bonds, Series 2006.

- "Project Fund" shall mean the fund into which a portion of the proceeds that will be used, together with interest earnings thereon, to pay the principal, interest and redemption premium, if any, on the Refunded Bonds.

- "Refunded Bonds" shall mean $3,480,000 of the $5,400,000 Annual Appropriation Urban Renewal General Obligation Bonds, Series 2006, dated September 1, 2006, which were issued to pay costs of aiding in the aiding in the planning, undertaking and carrying out of urban renewal projects including, but not limited to, paying costs of acquisition, construction, reconstruction, improvement and equipping of an indoor aquatic facility, with related site improvements.

- "Registrar" shall mean Bankers Trust Company of Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.

- "Resolution" shall mean this resolution authorizing the Notes.

- "Treasurer" shall mean the Finance Director or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Levy and Certification of Annual Tax; Other Funds to be Used.

Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Storm Lake, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
$398,592.50*	2015/2016
$399,325.00	2016/2017
$397,200.00	2017/2018
$398,500.00	2018/2019
$399,500.00	2019/2020
$395,200.00	2020/2021
$399,962.50	2021/2022
$398,412.50	2022/2023
$395,662.50	2023/2024
$396,662.50	2024/2025
$396,150.00	2025/2026

*Payable from prior levy or cash on hand.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2014, will be collected during the fiscal year commencing July 1, 2015).

Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Buena Vista County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 3 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

(d) The City currently intends to abate the levy necessary to pay the Notes out of Local Option Sales and Services Tax Revenues (to the extent appropriated by the City).

(e) Right of Non-Appropriation. Notwithstanding anything in this Resolution to the contrary, the payments of principal and interest due on the Notes shall not constitute a mandatory charge or a requirement in any ensuing fiscal year beyond the then current fiscal year, and the Issuer shall have no continuing obligation to appropriate money for the payment of interest and principal due on the Notes, and no provision of this Resolution or the Notes shall be construed or interpreted as creating a general obligation or other indebtedness of the Issuer

within the meaning of any constitutional or statutory debt limitation. The Issuer's obligation to make payments of interest and principal in respect of the Notes shall be subject at all times to non-appropriation by the City Council. On or before December 1 of each year, the City Council shall determine whether to budget and appropriate funds for the next succeeding fiscal year to make the payments of principal of and interest due on the Notes during such fiscal year. If the City Council determines to budget and appropriate funds for such purposes, the City agrees to take the following steps:

(i) identify the amount of principal of and interest on the Notes, if any, which are to be paid from Local Option Sales and Services Tax Revenues during such fiscal year; (the "LOSST Revenues Amount");

(ii) by December 1, certify to the County the amount, if any, of principal of and interest on the Notes to be paid from tax increments from the urban renewal area (the "TIF Amount");

(iii) certify to the County Auditor by the following March 15 the amount, if any, of principal of and interest on the Notes which are to be paid from Debt Service Tax Revenues for such fiscal year (the "Debt Service Levy Amount").

In the event that funds are not budgeted and appropriated by the City Council in any fiscal year in an amount sufficient to meet the payments of interest and principal due on the Notes, the Issuer shall have the right to terminate its obligations under the Notes with respect to future payments of interest and principal thereon without penalty, by giving not less than thirty (30) days written notice to the Original Purchaser of the lack of continued funding, and the Issuer's obligations under the Notes shall become null and void on the last day of the fiscal year for which the necessary funds were appropriated. Upon the occurrence of any such non-appropriation, Issuer shall not be obligated to make payment of any additional amounts in respect of principal and interest on the Notes beyond those funds which have been so appropriated, and the Issuer shall not be liable to the Original Purchaser (or any other assignee or holder of the Notes) for any remaining amounts due under the Notes or for any costs, damages (including but not limited to consequential damages) or expenses incurred by the Original Purchaser (or any other assignee or holder of the Notes) as a result of the exercise by the Issuer of the foregoing right of non-appropriation.

Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "ANNUAL APPROPRIATION GENERAL OBLIGATION URBAN RENEWAL REFUNDING CAPITAL LOAN NOTE FUND NO. 2" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be

apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Proceeds invested shall mature before the date on which the moneys are required for payment of principal and interest on the Refunded Bonds. Accrued interest, if any, shall be deposited in the Note Fund.

Investments of Note Fund Proceeds. All moneys held in the Note Fund and the Project Fund, shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2015, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2015, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Note Details, Execution and Redemption.

Note Details. Taxable Annual Appropriation General Obligation Urban Renewal Refunding Capital Loan Notes, Series 2015B, of the City in the total amount of $3,545,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A, 384.25 and 403.12 of the Code of Iowa, as amended, for the aforesaid purpose. The Notes shall be issued in one or more series and shall be on a parity and secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "$3,545,000 TAXABLE ANNUAL APPROPRIATION GENERAL OBLIGATION URBAN RENEWAL REFUNDING CAPITAL LOAN NOTES, SERIES 2015B", be dated June 5, 2015, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2015, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of $5,000 or multiples thereof and shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity
$280,000	2.00%	2016
$285,000	2.50%	2017
$290,000	3.00%	2018
$300,000	3.00%	2019
$310,000	3.00%	2020
$315,000	3.25%	2021
$330,000	3.50%	2022
$340,000	3.75%	2023
$350,000	4.00%	2024
$745,000	4.25%	2026*

*Term Notes

Redemption.

Optional Redemption. Notes maturing after June 1, 2020, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Mandatory Payment and Redemption of Term Notes. All Term Notes are subject to mandatory redemption prior to maturity at a price equal to 100% of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Note #1

Principal Amount	Interest Rate	Maturity June 1st
$365,000	4.25%	2025
$380,000	4.25%	2026*

*Final Maturity

Issuance of Notes in Book-Entry Form; Replacement Notes.

Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Notes, unless the Issuer determines to permit the exchange of Depository Notes for Notes in Authorized Denominations, the Notes shall be issued as Depository Notes in denominations of the entire principal amount of each maturity of Notes (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Notes must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Notes registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Notes at the address indicated or in the Representation Letter.

The Notes will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Notes. Upon initial issuance, the ownership of the Notes will be registered in the registry books of the Bankers Trust Company kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal or redemption price of or interest on the Notes, selecting the Notes or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Notes under the Resolution of the Issuer, registering the transfer of Notes, obtaining any consent or other action to be taken by registered owners of the Notes and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Notes under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Notes; with respect to any notice given to owners of Notes under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Notes, or a consent given or other action taken by DTC as registered owner of the Notes. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Notes only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the

principal of and premium, if any, and interest on the Notes to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes will be transferable to the new nominee in accordance with this Section.

In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Notes certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Notes certificates. The Notes will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Notes will be transferable in accordance with this Section.

Notwithstanding any other provision of the Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Note and all notices must be made and given, respectively to DTC as provided in the Representation letter.

In connection with any notice or other communication to be provided to Noteholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Noteholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Noteholder.

The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Noteholders and payments on the Notes. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

In the event that a transfer or exchange of the Notes is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Notes to be transferred or exchanged and appropriate instruments of transfer. In the event Note certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Notes, or other securities depository as holder of all the Notes, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and

registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Notes, (ii) registration and transfer of interests in Depository Notes by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Notes in accordance with and as such interests may appear with respect to such book entries.

The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Notes, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Notes, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. Bankers Trust Company is hereby appointed as Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

Non-Presentment of Notes. In the event any payment check representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any Note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one Note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and

substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated Agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Note to the Paying Agent.

Execution, Authentication and Delivery of the Notes. The Mayor and Clerk shall execute and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;

2. A written order of Issuer signed by the Treasurer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;

3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered note holder.

Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF BUENA VISTA"
"CITY OF STORM LAKE"
"TAXABLE ANNUAL APPROPRIATION GENERAL OBLIGATION URBAN RENEWAL REFUNDING CAPITAL LOAN NOTE"
"SERIES 2015B"
"ESSENTIAL CORPORATE URBAN RENEWAL PURPOSE"

Rate: _____
Maturity: _____
Note Date: June 5, 2015
CUSIP No.: _____
"Registered"
Certificate No. _____
Principal Amount: $_____

The City of Storm Lake, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (principal amount written out) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of Bankers Trust Company, Paying Agent of this issue, or its successor, with interest on said sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2015, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

THE HOLDERS OF THE NOTES SHOULD TREAT THE INTEREST AS SUBJECT TO FEDERAL INCOME TAXATION.

This Note is issued pursuant to the provisions of Sections 384.24A, 384.25 and 403.12 of the Code of Iowa, for the purpose of paying costs of refunding existing City indebtedness, including the Annual Appropriation Urban Renewal General Obligation

Bonds, Series 2006, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of the Issuer duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional Notes of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

THE ISSUER'S OBLIGATION TO MAKE PAYMENTS OF INTEREST AND PRINCIPAL IN RESPECT OF THIS NOTE SHALL BE SUBJECT AT ALL TIMES TO NON-APPROPRIATION BY THE CITY COUNCIL OF THE ISSUER. IN THE EVENT THAT FUNDS ARE NOT BUDGETED AND APPROPRIATED BY THE CITY COUNCIL OF THE ISSUER IN ANY FISCAL YEAR IN AN AMOUNT SUFFICIENT TO MEET THE PAYMENTS OF INTEREST AND PRINCIPAL DUE HEREUNDER, THE ISSUER SHALL HAVE THE RIGHT TO TERMINATE ITS OBLIGATIONS UNDER THIS NOTE WITH RESPECT TO FUTURE PAYMENTS OF INTEREST AND PRINCIPAL THEREON WITHOUT PENALTY, BY GIVING NOT LESS THAN THIRTY (30) DAYS WRITTEN NOTICE TO THE ORIGINAL PURCHASER (AS DEFINED IN THE RESOLUTION) OF THE LACK OF CONTINUED FUNDING, AND THE ISSUER'S OBLIGATIONS UNDER THIS NOTE SHALL BECOME NULL AND VOID ON THE LAST DAY OF THE FISCAL YEAR FOR WHICH THE NECESSARY FUNDS WERE APPROPRIATED. UPON THE OCCURRENCE OF ANY SUCH NON-APPROPRIATION, ISSUER SHALL NOT BE OBLIGATED TO MAKE PAYMENT OF ANY ADDITIONAL AMOUNTS IN RESPECT OF PRINCIPAL AND INTEREST ON THE NOTES BEYOND THOSE FUNDS WHICH HAVE BEEN SO APPROPRIATED, AND THE ISSUER SHALL NOT BE LIABLE TO THE ORIGINAL PURCHASER (OR ANY OTHER ASSIGNEE OR HOLDER OF THE NOTES) FOR ANY REMAINING AMOUNTS DUE UNDER THE NOTES OR FOR ANY COSTS, DAMAGES (INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES) OR EXPENSES INCURRED BY THE ORIGINAL PURCHASER (OR ANY OTHER ASSIGNEE OR HOLDER OF THE NOTES) AS A RESULT OF THE EXERCISE BY THE ISSUER OF THE FOREGOING RIGHT OF NON-APPROPRIATION.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Notes maturing after June 1, 2020, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds

regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

The Notes maturing on June 1, 2026 are subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 3.00% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Principal Amount	Maturity June 1st
$365,000	2025
$380,000	2026*

*Final Maturity

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by Bankers Trust Company, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered bondholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Note Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for

the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that the faith, credit, revenues and resources and all the real and personal property of the Issuer are irrevocably pledged for the prompt payment hereof, both principal and interest, and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, Bankers Trust Company, Des Moines, Iowa.

Date of authentication:
This is one of the Notes described in the within mentioned Resolution, as registered by Bankers Trust Company

BANKERS TRUST COMPANY, Registrar

By: _____
Authorized Signature

Registrar and Transfer Agent: Bankers Trust Company
Paying Agent: Bankers Trust Company

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

CITY OF STORM LAKE, STATE OF IOWA

By: (manual or facsimile signature)_____
Mayor

ATTEST:

By: (manual or facsimile signature)_____
City Clerk

(Assignment Block)
(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) this Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer this Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated this _____ day of _____, 2015.

_____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or Note (s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification Number of Transferee(s) _____
Transferee is a(n):

Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - ..... Custodian .....
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY BE ALSO
USED THOUGH NOT IN THE ABOVE LIST

(End of form of note)

Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Contract Between Issuer and Purchaser. This Resolution shall constitute a contract between said City and the purchaser of the Notes.

Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Additional Covenants, Representations and Warranties of the Issuer. The Issuer represents that funds have been appropriated to make the principal and interest payments on the Notes for fiscal year 2015/2016.

Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its

passage and approval.

PASSED AND APPROVED this 18th day of May, 2015.

_____
David Walker, Mayor Pro-Tem

ATTEST:

_____
Justin Yarosevich, City Clerk

Sales Tax Revenue Bonds – Moved by Council Member Anderson to adopt Resolution No. 138-R-2014-2015 setting June 1st for a public hearing on the issuance of not to exceed $3,500,000 Sales Tax Increment Revenue Bonds. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

RESOLUTION NO. 138-R-2014-2015

RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED $3,500,000 SALES TAX INCREMENT REVENUE BONDS (UNLIMITED PROPERTY TAX-SUPPORTED) OF THE CITY OF STORM LAKE, STATE OF IOWA AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, on December 4, 2013, the City received an award from the State of Iowa under Chapter 418 in support of its anticipated flood mitigation projects; and

WHEREAS, the City of Storm Lake, State of Iowa, is in need of funds to carry out the flood mitigation projects hereinafter described and it is deemed necessary and advisable that the City should issue Sales Tax Increment Revenue Bonds (Unlimited Property Tax-Supported) to the amount of not to exceed $3,500,000, as authorized by Chapter 418, of the Code of Iowa, for the purpose of providing funds to pay costs thereof; and

WHEREAS, Section 418.14 provides that the City shall follow the authorization procedures of Section 384.83 before issuing Sales Tax Increment Bonds under Chapter 418, and therefore before the bonds may be issued, it is necessary to comply with the provisions of the Code, and to publish a notice of the proposal to issue such bonds and of the time and place of the meeting at which it is proposed to take action for the issuance of the bonds 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, STATE OF IOWA:

Section 1. That this governing body meet in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 5:00 P.M., on the 1st day of June, 2015, for the purpose of taking action on the matter of the issuance of not to exceed $3,500,000 Sales Tax Increment Revenue Bonds (Unlimited Property Tax-Supported) of the City, the proceeds of which bonds will be used to provide funds to pay 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. The bonds shall be payable from the City's flood project fund into which all sales tax increment revenues received from the State of Iowa as part of the award to the City under the Flood Mitigation Program under Chapter 418 of the Code of Iowa shall be deposited. In addition, and to the extent necessary and provided for the Resolution authorizing the bonds, other legally available funds of the City, including debt service levies, may be deposited into said project fund.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of such meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City, such 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 bonds.

Section 3. The notice of the proposed action to issue the bonds shall be in substantially the following form:

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF STORM LAKE, STATE OF IOWA, ON THE MATTER OF THE PROPOSED ISSUANCE OF NOT TO EXCEED $3,500,000 SALES TAX INCREMENT REVENUE BONDS (UNLIMITED PROPERTY TAX-SUPPORTED) OF THE CITY OF STORM LAKE, 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 1st 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 City Council proposes to take additional action for the issuance of not to exceed $3,500,000 Sales Tax Increment Revenue Bonds (Unlimited Property Tax-Supported) of the City. Unless a specific debt service levy is included in the bond resolution, the bonds will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the City's flood project fund into which all sales tax increment revenues received from the State of Iowa as part of the award to the City under the Flood Mitigation Program under Iowa Code Chapter 418 shall be deposited. In addition, and to the extent necessary and provided for in the Resolution authorizing the bonds, other legally available funds of the City, including debt service levies, may be

deposited into the project fund. The bonds are proposed to be issued 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.

At the above meeting oral or written objections from any resident or property owner of the City to the above action shall be received. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the bonds or will abandon the proposal to issue the bonds.

This notice is given by order of the governing body as provided by Chapter 418 of the Code of Iowa. The hearing shall be held in accordance with and governed by the provisions of Section 384.83 of the Code of Iowa.

Dated this 18th day of May, 2015.

_____
City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

PASSED AND APPROVED this 18th day of May, 2015.

_____
David Walker, Mayor Pro-Tem

ATTEST:

_____
Justin Yarosevich, City Clerk

Budget Amendment – Mayor Pro-Tem Walker opened the public hearing on the Fiscal Year 2014-2015 Budget Amendment stating that this was the time and place for any comments. Hearing no comments Mayor Pro-Tem Walker closed the public hearing.

Seconded by Council Member Porsch to adopt Resolution No. 139-R-2014-2015 adopting the Fiscal Year 2014-2015 Budget Amendment. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

RESOLUTION NO. 139-R-2014-2015

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2015 (AS AMENDED LAST ON MARCH 16, 2015.)

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

Section 1. Following notice published May 8, 2015 and the public hearing held, May 18, 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	677,061	320,050	997,111
Other City Taxes	6	1,506,198	45,359	1,551,557
Licenses & Permits	7	581,200	95,600	676,800
Use of Money and Property	8	152,018	2,000	154,018
Intergovernmental	9	7,538,918	1,123,643	8,662,561
Charges for Services	10	12,419,223	545,805	12,965,028
Special Assessments	11	0	0	0
Miscellaneous	12	1,225,850	21,686	1,247,536
Other Financing Sources	13	11,526,208	106,820	11,633,028
Total Revenues and Other Sources	**14**	39,325,373	2,260,963	41,586,336
Expenditures & Other Financing Uses				
Public Safety	15	2,864,993	0	2,864,993
Public Works	16	1,268,025	78,700	1,346,725
Health and Social Services	17	10,500	0	10,500
Culture and Recreation	18	1,679,413	87,205	1,766,618
Community and Economic Development	19	1,140,611	0	1,140,611
General Government	20	423,308	119,445	542,753
Debt Service	21	1,979,462	77,175	2,056,637
Capital Projects	22	2,229,380	1,502,315	3,731,695
Total Government Activities Expenditures	23	11,595,692	1,864,840	13,460,532
Business Type / Enterprises	24	18,864,227	4,518,288	23,382,515
Total Gov Activities & Business Expenditures	**25**	30,459,919	6,383,128	36,843,047
Transfers Out	26	10,924,180	106,820	11,031,000
Total Expenditures/Transfers Out	**27**	41,384,099	6,489,948	47,874,047
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	**28**	-2,058,726	-4,228,985	-6,287,711
	29			
Beginning Fund Balance July 1	30	15,178,698	0	15,178,698
Ending Fund Balance June 30	**31**	13,119,972	-4,228,985	8,890,987

Section 2. Whereas, there is a need to transfer resources between funds to provide for capital projects, debt service, and fund future reserves according to the certified budget for fiscal year 2014-2015 as follows:

(1)	General Fund Operations From Emergency Levy Fund to General Fund	$80,000
(2)	Economic Development From Water Fund to General Fund	$44,088.85
(3)	Economic Development From Sewer Fund to General Fund	$42,939.18
(4)	Outdoor Water Park From Outdoor Waterpark to General Fund	$15,000
(5)	Airport Capital Reserve From General Fund to Capital Project Fund	$31,319.84
(6)	Outdoor Waterpark From General Fund to Outdoor Waterpark	$95,000
(7)	Fire Truck Debt – Township Share From General Fund to Debt Service Fund	$17,408
(8)	Golf Course From General Fund to Golf Course Fund	$129,685.30
(9)	Library Air Compressors From General Fund to Capital Project Fund	$3,900
(10)	Leadership Academy From General Fund to Capital Project Fund	$1,000
(11)	Capital Project Set Aside From General Fund to Capital Project Fund	$30,000
(12)	Traffic Paint Sprayer From General Fund to Capital Project Fund	$5,000
(13)	Payloader Tires From General Fund to Storm Water Project Fund	$11,724
(14)	Close Interpretive Center From General Fund to Capital Project Fund	$1,451.86

(15)	City Hall Improvements From General Fund to Capital Projects Fund	$5,570.20
(16)	Close Cable Franchise From General Fund to Capital Projects Fund	$10,431.69
(17)	Business Commercialization Center From General Fund to Capital Projects Fund	$15,000
(18)	Outdoor Waterpark Capital From Local Option Sales Tax to Outdoor Waterpark Fund	$20,000
(19)	ADA Sidewalk Program From Franchise Fees to Capital Project Fund	$17,000
(20)	E. 10th Street Project From Franchise Fees to Capital Projects Fund	$67,000
(21)	Runway 13/31 Rehab Project From Franchise Fees to Capital Projects Fund	$182,205.39
(22)	Shoreway/Northwestern Storm Water Project From Franchise Fees to Storm Water Capital Project Fund	$35,500
(23)	North Lake Avenue Trail From Franchise Fees to Capital Project Fund	$99,239
(24)	Goldwing Frontage Road From Franchise Fees to Capital Project Fund	$20,000
(25)	Howard Road From Franchise Fees to Capital Project Fund	$20,000
(26)	N. Lake Avenue Culvert Repairs From Franchise Fees to Capital Project Fund	$10,000
(27)	Cottage Capital From Cottage Reserve Fund to Cottage Fund	$27,000
(28)	Cottage Reserve From Cottages to Cottage Reserve Fund	$16,375
(29)	Misc. Street Repairs From Road Use Tax to Capital Projects Fund	$23,322

(30)	E. 10th Street From Road Use Tax to Capital Project Fund	$126,000
(31)	Bargloff Bond Payment From Road Use Tax to Debt Reserve Fund	$50,000
(32)	Highway 7 3-Lane Conversion From Road use Tax to Capital Project Fund	$275,000
(33)	411 Pension Fund From Special Levy Fund to 411 Pension Fund	$304,104.65
(34)	Hotel Cash Call Payback From Hotel to Local Option Sales Tax	$285,000
(35)	AWAYSIS Bond Payment - $5.4M Bond From Local Option Sales Tax Fund to Debt Sinking Fund	$376,706
(36)	Paying Agent Fee – 5.4M Bond From Local Option Sales Tax Fund to Debt Reserve Fund	$750
(37)	Hotel Capital From Local Option Sales Tax to Hotel Fund	$80,000
(38)	Condo Site Purchase From Local Option Sales Tax to Condo Fund	$302,655
(39)	Downtown Façade Project From Local Option Sales Tax to Capital Project	$55,000
(40)	N. Lake Avenue Trail Project From Local Option Sales Tax to Hotel Fund	$158,000
(41)	Kings Pointe Debt Retirement From Local Option Sales Tax to Hotel Bond Reserve	$400,000
(42)	Early Debt Retirement From Hotel/Motel to Capital Projects Fund	$37,392.33
(43)	AWAYSIS Bond Payment - $2.94M Bond From Hotel/Motel to Debt Reserve Fund	$92,080
(44)	AWAYSIS Bond Payment - $5.6M Bond From Hotel/Motel to Debt Reserve Fund	$31,968
(45)	Hotel Tax Reserve	

	From TIF Fund to Hotel Tax Reserve Fund	$177,426
(46)	AWAYSIS Bond Payment - $5.6M Bond From TIF to Debt Reserve Fund	$148,543
(47)	AWAYSIS Bond Payment - $2.94M Bond From TIF Fund to Debt Reserve Fund	$31,394
(48)	McKenna Water Revenue Bond Payment From TIF Fund to Water Debt Reserve Fund	$14,671
(49)	McKenna Sewer Revenue Bond Payment From TIF Fund to Sewer Debt Reserve Fund	$52,786
(50)	Bargloff Bond Payment From TIF Fund to Debt Reserve Fund	$99,588
(51)	3rd Addition Utilities (Housing TIF) From Water Fund to TIF Fund	$160,000
(52)	3rd Addition Utilities (Housing TIF) From Sewer Fund to TIF Fund	$160,000
(53)	Law Enforcement Fund From Seizure Fund to Law Enforcement Fund	$1,000
(54)	AWAYSIS Bond Payment - $5.6M Bond From GO Debt Reserve to Debt Reserve Fund	$257,606
(55)	AWAYSIS Bond Payment - $2.94M Bond From Hotel/Motel Debt Reserve Fund to Sinking Fund	$91,817.50
(56)	AWAYSIS Bond Payment - $5.6M Bond From Hotel/Motel Debt Reserve Fund to Sinking Fund	$32,028
(57)	Hotel Revenue Bond Payment -$2.5M Bond From Hotel Debt Reserve to Debt Sinking Fund	$220,115.01
(58)	AWAYSIS Bond Payment - $2.94M Bond From TIF Debt Reserve to Debt Sinking Fund	$31,845.50
(59)	AWAYSIS Bond Payment - $5.6M Bond From TIF Debt Reserve to Debt Sinking Fund	$148,836
(60)	McKenna Water Bond Payment From TIF Debt Reserve to Debt Sinking Fund	$1,450

(61)	McKenna Sewer Bond Payment From TIF Debt Reserve to Debt Sinking Fund	$1,849.84
(62)	AWAYSIS Bond Payment - $2.94M Bond From Hotel Debt Reserve to Debt Sinking Fund	$84,771.50
(63)	Hotel Revenue Bond Payment - $6.0M Bond From Hotel Debt Reserve Fund to Debt Sinking Fund	$501,403.85
(64)	Bargloff Bond Payment From TIF Reserve Fund to Debt Sinking Fund	$99,588
(65)	City Hall Window Replacement From Water Fund to Capital Project Fund	$3,000
(66)	City Hall Window Replacement From Sewer Fund to Capital Project Fund	$2,000
(67)	Highway 7 Widening Project From Capital Project Fund to Capital Project Fund	$102,054.31
(68)	Airport Layout Plan From Capital Project Fund to Capital Project Fund	$15,000
(69)	Close Chautauqua Building Demo From Capital Project Fund to Capital Project Fund	$8,177.39
(70)	Close Airport Fuel Tank From Capital Project Fund to Capital Project Fund	$11,716
(71)	Runway 13/31 Rehab Project From Capital Project Fund to Capital Project Fund	$60,232.61
(72)	Close Comp Plan/Storm Water Ordinance From Storm Water to Capital Project Fund	$13,903.91
(73)	Vestal/W. 10th Storm Water Project From Storm Water Capital to Capital Project Fund	$7,560.76
(74)	Well Service From Water Fund to Water Capital Project Fund	$75,000
(75)	MCC & Generator Setup From Water Fund to Water Capital Project Fund	$91,000

(76)	Water Tower Painting From Water Fund to Water Capital Project Fund	$32,000
(77)	Water Tower Painting From Water Fund to Water Capital Project Fund	$32,000
(78)	MIOX Set Aside From Water Fund to Water Capital Project Fund	$10,000
(79)	Bargloff Bond Payment From Water Fund to Debt Sinking Fund	$16,929
(80)	E. 10th Street Project From Water Fund to Capital Project Fund	$23,000
(81)	McKenna Water Sinking Fund – Close Out From Water Fund to McKenna Sinking Fund	$1,450
(82)	Water Revenue Bond From Water Fund to Water Sinking Fund	$74,280
(83)	Water SRF Payment From Water Fund to Water Sinking Fund	$514,653
(84)	Water Distribution Building From Sewer Depreciation to Water Capital Fund	$50,000
(85)	Close Out SCADA System Project (Old) From Sewer Depreciation to Water Capital Fund	$78,597
(86)	SCADA System (NEW) From Sewer Depreciation to Water Capital Fund	$229,151.50
(87)	Well Service From Water Capital Project to Water Capital Project Fund	$125,000
(88)	Close Well #19 From Water Capital Project to Water Capital Project Fund	$6,000.84
(89)	Close Water Extension Loop From Water Capital Project to Water Capital Project Fund	$88,482.61
(90)	Close Highway 110 Water From Water Capital Project to Water Capital Project Fund	$92,485.29
(91)	Close Water System Modeling From Water Capital Project to Water Capital Project Fund	$13,551.50

(92)	Highway 7 Water Main From Water Depreciation to Water Capital Project Fund	$275,000
(93)	Water Distribution Building From Water Depreciation to Water Capital Project Fund	$50,000
(94)	Close Well Projects From Water Capital Project Fund to Water Depreciation	$132,969.80
(95)	Water Treatment Plant Improvements From Water Depreciation to Water Capital Project Fund	$35,000
(96)	Close SCADA Project (Old) From Water Depreciation to Water Capital Project Fund	$78,597
(97)	SCADA Project (New) From Water Depreciation to Water Capital Project Fund	$229,151.50
(98)	Sewer SRF Payment From Sewer Fund to Sewer Sinking Fund	$45,386
(99)	Radio Park Lift Station From Sewer Fund to Sewer Capital Project Fund	$95,000
(100)	Ice House Lift Station From Sewer Fund to Sewer Capital Project Fund	$10,000
(101)	Sewer Revenue Bond Payment From Sewer Fund to Sewer Sinking Fund	$18,000
(102)	Sewer FEMA Bond Set Aside From Sewer Fund to Sewer Sinking Fund	$437,626
(103)	Bargloff Bond Payment From Sewer Fund to Debt Sinking Fund	$32,861
(104)	Wetland Study From Sewer Fund to Sewer Capital Project Fund	$20,000
(105)	Close Out McKenna Sewer From Sewer Fund to McKenna Sewer Fund	$1,849.84
(106)	Close Bargloff Phase I Project From Sewer Capital Fund to Sewer Capital Fund	$13,651.53

(107)	Close WWTP Disinfection Project From Sewer Capital Fund to Sewer Capital Fund	$52,510
(108)	Close Sara Lee Pre-Treatment Capital Project From Sewer Capital Fund to Sewer Capital Fund	$6,758
(109)	FEMA Project From Sewer Capital Fund to FEMA Project Fund	$1,709.50
(110)	Close Redwood Drive Sewer From Sewer Capital Fund to Sewer Capital Fund	$44,791.29
(111)	Close Clover Lane Sewer From Sewer Capital Fund to Sewer Capital Fund	$300
(112)	Close Hwy. 110 Sewer Extension From Sewer Capital Fund to Sewer Capital Fund	$225,726.03
(113)	Close Hwy. 7 Sewer Line From Sewer Capital Fund to Sewer Depreciation	$136,377.83
(114)	Storm Water SRF Payment From Storm Water Fund to Storm Water Sinking Fund	$49,937
(115)	Storm Water Revenue Bond From Storm Water Fund to Storm Water Sinking Fund	$72,160
(116)	Expansion Blvd. Project From Storm Water Fund to Storm Water Capital Project Fund	$55,000
(117)	North Central Storm Water Project From Storm Water Fund to Storm Water Capital Project Fund	$50,000
(118)	North Central Storm Water Project From Storm Water Capital Project Fund to SW Cap. Proj. Fund	$177,295
(119)	Close Drainage District #13 From Storm Water Capital Project Fund to SW Cap. Proj. Fund	$18,249.41
(120)	Close Shoreway/Northwestern Storm Water Project From Storm Water Capital Project Fund to SW Cap. Proj. Fund	$33,442.46
(121)	Close SE Storm Water Project From Storm Water Capital Project Fund to SW Cap. Proj. Fund	$9,192.21
(122)	Close AWAYSIS Storm Water	

	From Storm Water Capital Project Fund to SW Cap. Proj. Fund	$46,496
(123)	Close Little Lake Storm Water Project	
	From Storm Water Capital Project Fund to SW Cap. Proj. Fund	$17,475.73
(124)	Close Radio Park Storm Water Project	
	From Storm Water Capital Project Fund to SW Cap. Proj. Fund	$24,665.44
(125)	Hotel Tax Reserve	
	From Hotel Fund to Hotel Tax Reserve Fund	$15,000
(126)	Hotel Debt Reserve	
	From Hotel Fund to Hotel Debt Reserve Fund	$406,630
(127)	Hotel Insurance	
	From Hotel Fund to Hotel Insurance Reserve Fund	$113,838

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

PASSED AND APPROVED this 18th day of May, 2015.

_____
David Walker, Mayor Pro-Tem

ATTEST:

_____
Justin Yarosevich, City Clerk

Fiber Project – Moved by Council Member Huddleston to set June 1, 2015 for a public hearing on the plans, specifications and form of contract for the Fiber Project. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Rental Ordinance – Moved by Council Member Porsch to pass on 1st Reading Ordinance No. 10-O-2014-2015 amending Chapter 5-8 "Housing Code". Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Adjourn – Moved by Council Member Engelmann to adjourn the meeting at 5:39pm. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

_____
David Walker, Mayor Pro-Tem

ATTEST:

_____

Justin Yarosevich, City Clerk

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: May 29, 2015

REFERENCE: LIQUOR LICENSE RENEWAL
LA JUANITA
613 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:

INCIDENTS	5-14-2013 to 6-09-2014	6-10-2014 to 5-27-2015
Animal Call	2	0
Bar Check	123	95
Burglary, Vehicle	1	0
Business Security	70	63
Citizen Assist	1	1
Criminal Mischief	1	0
Disturbance/Loud Noise	2	3
Driver's License Check	1	0
Fight	0	1
Found Property	1	0
Hit and Run	0	1
Intoxicated Driver	0	2
Intoxicated Pedestrian	3	4
Keys Locked In Car	3	5
Law Department Assist	0	2
Motorist Assist	1	0
Pedestrian Stop	0	2
PR/Talk/Presentation	2	1
Reckless Driver	1	0
Station Assignment	0	3
Street Beat	12	1
Suspicious Vehicle	1	0
Vehicle Stop	5	6
Wants/Warrants Check	1	0
Warrant Service	2	1

ARRESTS

Assault	0	0
Criminal Mischief	0	1
Disorderly Conduct	2	1
Harassment	1	0
Operating While Intoxicated	0	1
Public Intoxication	0	3
Warrant Service for LDA	1	0

Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: MAY 29, 2015

REFERENCE: LIQUOR LICENSE RENEWAL
WALGREENS
800 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:

INCIDENTS	5-28-2013 to 5-25-2014	5-26-2014 to 5-27-2015
Accident	6	6
Ambulance Assist	2	1
Animal Complaint	1	0
Burglar Alarm	1	0
Business Assist	1	1
Business Security	50	65
Citizens Assist	5	2
Disturbance Call	1	1
Domestic	0	1
Drug Investigation	1	0
General Information	1	0
Harassment	2	0
Hit and Run	0	1
Kays Locked In Car	9	3
Law Department Assist	1	0
Motorist Assist	2	3
Pedestrian Stop	4	0
PR/Talk/Presentation	2	2
Scam	0	2
Station Assignment	0	4
Street Beat	50	73
Suspicious Activity	1	0
Suspicious Person	1	0
Suspicious Vehicle	0	1
Theft	3	2

Vehicle Stop	18	24

ARRESTS

Interference	1	0
Theft	1	1

Recommendation: Approval of liquor license

Applicant **License Application (**)

Name of Applicant: Storm Lake United

Name of Business (DBA): Storm Lake United

Address of Premises: 119 W 6th St. - PO Box 584

City Storm Lake **County:** Iowa **Zip:** 50588

Business (712) 732-3780

Mailing 119 W 6th St. - PO Box 584

City Storm Lake **State** IA **Zip:** 50588

Contact Person

Name Joshua A Newhouse

Phone: (712) 732-3780 **Email** info@stormlakeunited.com

Classification Class B Beer (BB) (Includes Wine Coolers)

Term: 5 days

Effective Date: 07/18/2015

Expiration Date: 01/01/1900

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Outdoor Service

Sunday Sales

Status of Business

BusinessType: Municipality

Corporate ID Number: 382804 **Federal Employer ID** 27-0436116

Ownership

Gary Lalone

First Name: Gary **Last Name:** Lalone

City: Storm Lake **State:** Iowa **Zip:** 50588

Position: Executive Director

% of Ownership: 0.00% **U.S. Citizen: Yes**

Insurance Company Information

Insurance Company: Founders Insurance Company

Policy Effective Date: 07/18/2015 **Policy Expiration** 07/23/2015

Bond Effective **Dram Cancel Date:**

Outdoor Service Effective **Outdoor Service Expiration**

Temp Transfer Effective Date **Temp Transfer Expiration Date:**

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 16

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: Milwaukee Ave LLC dba Al's Liquors

Physical Location Address: 215 W. Milwaukee Ave City: Storm Lake ZIP: 50588

Mailing Address: SAME City: _____ State: IA ZIP: _____

Business Phone Number: (712) 732-2922

Legal Owner Information:

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

Legal Owner: Milwaukee Ave LLC
(Name of sole proprietor, partnership, corporation, LLC, or LLP)

Mailing Address: P.O. Box 336 City: Storm Lake State: IA ZIP: 50588

Phone Number: (941) 628 9143 Fax Number: (____) _____ Email: BAUER1001@yahoo.com

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 ☐ _____

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) ROBERT BAUER

Signature [signature]

Date 5/14/15

Name (please print) _____

Signature _____

Date _____

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

Amount Paid: 75.00

Date issued 5-14-15

Permit Number _____

New ☐

Renewal ☐

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

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

#1047

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

For period July 1, 2015 through June 30, 2016

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: Dollar General Store #1047

Physical Location Address: 1423 LAKE AVE City: STORM LAKE ZIP: 50588-1909

Mailing Address: 100 Mission Ridge Attn: Tax Dept. City: Goodlettsville State: TN ZIP:37072

Business Phone Number: (712) 7322034

Legal Owner Information:

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

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

Mailing Address: 100 Mission Ridge Attn: Tax Dept. City: Goodlettsville State: TN ZIP:37072

Phone Number: 615-855-4000 Fax Number: 1-877-364-4130 Email: tax-beerandwinelicense@dollargeneral.com

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 ☒ Retail Merchandise

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) Lawrence Gatta Name (please print) _____

Signature Lawrence Gatta Signature _____

Date 5/12/15 Date _____

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

Amount Paid: 75.00 Please send completed/approved copy to:

Date issued _____ New ☐ Iowa Department of Commerce, Alcoholic Beverages Division

Permit Number _____ Renewal ☐ Name of Issuing City or County _____

APPLICATION FOR IOWA RETAIL CIGARETTE / TOBACCO PERMIT

For period July 1, 20 15 through June 30, 20 16

PLEASE TYPE OR PRINT LEGIBLY Please mail this completed application to your local jurisdiction. If you have 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 and tobacco products:

BUSINESS INFORMATION

Name of Business/DBA Dyno's #30

Location Address **(Must Have)** 1201 Lakeshore Dr. [redacted] Storm Lake

Mailing Address 216 E Milwaukee City Spencer Zip 51301

Type of Sales: ☐ Vending Machine ☒ Over-the-counter Telephone Number (712) 4646

Type of Retail Establishment:

☐ bar ☒ convenience store - with gas ☐ convenience store - no gas ☐ drug store ☐ gas station
☐ grocery ☐ hotel/motel ☐ liquor store ☐ restaurant ☐ tobacco store
☐ other _____

Cigarettes must be sold at the minimum price set by the State of Iowa. Obtain a current copy from the Iowa Department of Revenue Web site at www.state.ia.us/tax or from TaxFax at 1-800-572-3943 (enter form number 71023).

ONLY APPROVED BRANDS OF CIGARETTES OR ROLL-YOUR-OWN PRODUCTS MAY BE SOLD IN IOWA

Any brand not on the list is contraband. In addition, all cigarettes sold in Iowa must have an Iowa Cigarette Tax Stamp affixed to each package. Any violation of contraband or non-Iowa cigarette tax stamped package is subject to seizure and penalties under the provisions of Iowa Code 453A and 453D.

The list of approved brands is always current at http://www.state.ia.us/tax/business/CigTobIndex.html and is called IOWA DIRECTORY OF CERTIFIED TOBACCO PRODUCTS MANUFACTURERS — THEIR BRANDS AND BRAND FAMILIES

Go to http://elists.idrf.state.ia.us/scripts/wa.exe and sign up for the Cigarette/Tobacco E-list.
You will receive an e-mail every time the approved list changes or the minimum price changes.

LEGAL OWNER INFORMATION

Type of Ownership: ☐ Individual ☐ Partnership ☒ Corporation ☐ LLC ☐ LLP

Legal Owner Dyno Oil Co. INC.
(Name of Individual, Partnership, Corporation, LLC, or LLP)

Mailing Address 216 E Milwaukee

City Spencer State IA Zip 51301 Ph Number (712) 262-2927

Fax Number (712) 262-6235 E-mail Address dynojohn@smunet.net

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 and tobacco products.

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

Name (please print): John Long Name (please print): _____

Signature: John Long Signature: _____

Date 05-11-15 Date _____

FOR OFFICE USE ONLY

Amount Paid 75.00

Date Issued _____ ☐ New

Permit # _____ ☐ Renewal

FOR CITY CLERK/COUNTY AUDITOR ONLY
PLEASE SEND COMPLETED COPY TO THE IOWA DEPARTMENT OF PUBLIC HEALTH

Name of Issuing City or County _____

70-014a (5/18/05)

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 16

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: Fareway Stores, Inc. # 461

Physical Location Address: 731 Seneca Street City: STORM LAKE ZIP: 50588

Mailing Address: 731 Seneca Street City: STORM LAKE State: IA ZIP: 50588

Business Phone Number: (712) 732-6203

Legal Owner Information:

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

Legal Owner: Fareway Stores, Inc.
(Name of sole proprietor, partnership, corporation, LLC, or LLP)

Mailing Address: PO Box 70 City: Boone State: IA ZIP: 50036

Phone Number: (515) 433-5336 Fax Number: (515) 433-4416 Email: twilson@farewaystores.co

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 Chain

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) Frederick R. Greiner Name (please print) _____

Signature Frederick R. Greiner Signature _____

Date 5/12/15 Date _____

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

Amount Paid: 75.00

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 _____

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

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

For period July 1st, 2015 through June 30, 2016

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: Hy-Vee, Inc. DBA: Hy-Vee Food Store

Physical Location Address: 1250 N. Lake Ave City: Storm Lake ZIP: 50588

Mailing Address: 5820 Westown Parkway City: West Des Moines State: IA ZIP: 50266

Business Phone Number: (712) 732-5628

Legal Owner Information:

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

Legal Owner: Hy-Vee, Inc.
(Name of sole proprietor, partnership, corporation, LLC, or LLP)

Mailing Address: 5820 Westown Parkway City: West Des Moines State: IA ZIP: 50266

Phone Number: (515)267-2800 Fax Number: (515) 267-2904 Email: licenses@hy-vee.com

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) Jeff Pierce Name (please print) _____

Signature _____ Signature _____

Date 05/13/2015 Date _____

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

Amount Paid: 75.00
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 _____

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 16

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: ROYAL WVESTMENT GROUP / MIDTOWN LIQUOR

Physical Location Address: 1100 E 5TH City: STORM LAKE ZIP: 50588

Mailing Address: 1100 E 5TH City: STORM LAKE State: IA ZIP: 50588

Business Phone Number: (712) 732-1000

Legal Owner Information:

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

Legal Owner: Royal Investment Group
(Name of sole proprietor, partnership, corporation, LLC, or LLP)

Mailing Address: 1100 E 5TH ST City: STORM LAKE State: IA ZIP: 50588

Phone Number: (712) 732-1000 Fax Number: (___) _____ Email: lndevjit_99@yahoo.com

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 ☐ _____

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) JAVJIT SINGH Name (please print) _____

Signature _____ Signature _____

Date 5/12/15 Date _____

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

Amount Paid: $75.00

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 _____

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 16

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: Murphy USA #6923

Physical Location Address: 1829 Lake Ave City: Storm Lake ZIP: 50588

Mailing Address: PO Box 7300 City: El Dorado State: AR ZIP: 71731

Business Phone Number: (712) 732-2717

Legal Owner Information:

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

Legal Owner: Murphy Oil USA Inc
(Name of sole proprietor, partnership, corporation, LLC, or LLP)

Mailing Address: PO Box 7300 City: El Dorado State: AR ZIP: 71731

Phone Number: (870) 881-6657 Fax Number: (888) 263 1956 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 ☐ _____

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) Kristina Madison Name (please print) _____

Signature Kristina Madison Signature _____

Date 5-12-15 Date _____

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

Amount Paid: 75.00

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 _____

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 16

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: One Stop Shop

Physical Location Address: 1101 N LAKE AVE City: STORM LAKE ZIP: 50588

Mailing Address: SAME AS ABOVE City: _____ State: _____ ZIP: _____

Business Phone Number: (712) 732-2821

Legal Owner Information:

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

Legal Owner: KSL Convenience LLC
(Name of sole proprietor, partnership, corporation, LLC, or LLP)

Mailing Address: 1101 N LAKE AVE City: STORM LAKE State: IA ZIP: 50588

Phone Number: (712) 732-2821 Fax Number: (___) N/A Email: KAURAVRANDHAWA@GMAIL.COM

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 ☐ _____

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) KAURAV RANDHAWA Name (please print) _____

Signature [signature] Signature _____

Date 5/11/15 Date _____

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

Amount Paid: $ 75.00

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 _____

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

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

For period July 1, 2015 through June 30, 2016

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: Star Video

Physical Location Address: 420 Flindt Drive City: Storm Lake ZIP: 50588

Mailing Address: 420 Flindt Drive City: Storm Lake State: IA ZIP: 50588

Business Phone Number: (712) 732-1962

Legal Owner Information:

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

Legal Owner: Rex Wagener
(Name of sole proprietor, partnership, corporation, LLC, or LLP)

Mailing Address: 420 Flindt Dr. City: Storm Lake State: IA. ZIP: 50588

Phone Number: (712) 732-1962 Fax Number: (712) 732-1962 Email: starvideo@iw.net

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 ☐ _____

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) Rex Wagener Name (please print) _____

Signature Rex Wagener Signature _____

Date 5-25-15 Date _____

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

Amount Paid: 75.00

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 _____

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 16

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: Walgreens #11330

Physical Location Address: 800 Lake Ave City: Storm Lake ZIP: 50588

Mailing Address: PO Box 901 City: Deerfield State: IL ZIP: 60015

Business Phone Number: (712) 732-0005

Legal Owner Information:

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

Legal Owner: Walgreen Co
(Name of sole proprietor, partnership, corporation, LLC, or LLP)

Mailing Address: PO Box 901 City: Deerfield State: IL ZIP: 60015

Phone Number: (847) 527-4402 Fax Number: (847) 368-6525 Email: taxlicenserenewals@walgreens.co

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 ☐ _____

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 Mann, Assistant Secretary Name (please print) _____

Signature John Mann Signature _____

Date 5/18/15 Date _____

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

Amount Paid: 75.00

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 Storm Lake

70-014 (4/10/15)

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 16

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: Wal-Mart Stores, Inc./ Walmart #1526

Physical Location Address: 1831 LAKE AVE City: Storm Lake ZIP: 50588

Mailing Address: 702 SW 8th Street City: Bentonville State: AR ZIP: 72716-0500

Business Phone Number: (712) 732-7940

Legal Owner Information:

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

Legal Owner: Wal-Mart Stores, Inc.
(Name of sole proprietor, partnership, corporation, LLC, or LLP)

Mailing Address: 702 SW 8th Street City: Bentonville State: AR ZIP: 72716-0500

Phone Number: (479) 204-223 Fax Number: (479) 204-9864 Email: tara.stegall@walmart.com

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 ☑ Retail

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) Andrea Lazenby Name (please print) _____

Signature _____ Signature _____

Date 5/13/2015 Date _____

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

Amount Paid: $75.00

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 _____

70-014 (4/10/15)

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

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

For period JULY 1ST, 2015 through June 30, 2016

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: CASEY'S MARKETING CO./DBA CASEY'S GENERAL STORE # 2497

Physical Location Address: 222 W MILWAUKEE, City: STORM LAKE ZIP: 50588184

Mailing Address: PO BOX 3001 City: ANKENY State: IA ZIP: 50021

Business Phone Number: ( ) 7127320041

Legal Owner Information:

Type of Ownership: Sole Proprietor Partnership Corporation **X** LLC LLP

Legal Owner: CASEY'S MARKETING COMPANY
(Name of sole proprietor, partnership, corporation, LLC, or LLP)

Mailing Address: PO BOX 3001 City: ANKENY State: IA ZIP: 50021

Phone Number: (515) 446-6728 Fax Number: (515) 965-6205 Email: MICHELLE.ROGNESS@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter **X** Vending machine

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

Type of Establishment

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

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) JULIA L. JACKOWSKI, SECRETARY

Signature Julia L. Jackowski

Date 5/1/15

Name (please print) _____

Signature _____

Date _____

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

Amount Paid: 75.00

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 _____

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

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

For period JULY 1ST, 2015 through June 30, 2016

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: CASEY'S MARKETING CO./DBA CASEY'S GENERAL STORE # 3030

Physical Location Address: 825 FLINDT DR, City: STORM LAKE ZIP: 50588

Mailing Address: PO BOX 3001 City: ANKENY State: IA ZIP: 50021

Business Phone Number: ( ) 7127324192

Legal Owner Information:

Type of Ownership: Sole Proprietor Partnership Corporation **X** LLC LLP

Legal Owner: CASEY'S MARKETING COMPANY
(Name of sole proprietor, partnership, corporation, LLC, or LLP)

Mailing Address: PO BOX 3001 City: ANKENY State: IA ZIP: 50021

Phone Number: (515) 446-6728 Fax Number: (515) 965-6205 Email: MICHELLE.ROGNESS@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter **X** Vending machine

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

Type of Establishment

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

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) JULIA L. JACKOWSKI, SECRETARY
Signature Julia L. Jackowski
Date 5/1/15

Name (please print) _____
Signature _____
Date _____

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

Amount Paid: 75.00
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 _____

APPLICATION FOR APPOINTMENTS
TO STORM LAKE BOARDS & COMMISSIONS

City of Storm Lake
P.O. Box 1086, 620 Erie Street
Storm Lake, IA 50588
Phone #712-732-8000
Fax #712-732-4114
www.stormlake.org

PERSONAL DATA

Last Name	First Name	Middle Initial
Sims	Tyrone	E

Address	City	State	Zip Code
704 Bradford	Storm Lake	IA	50588

Home Phone #	Business Phone #	Cell Phone #	E-mail Address:
	712-223-9419	712-291-6436	Ty.g4everthing@yahoo

Employer	Occupation
Dish satelite	Dish tech.

How long have you lived in Storm Lake? 6 yrs

List any volunteer/civic/community activity in which you have been involved in:

I volunteer at stomlake methodist church Food program

Please check the following City boards or commissions to which you would like to be appointed:

- ☐ Airport Commission
- ☐ Airport Board of Adjustment
- ☐ Band Trustees
- ☐ Board of Adjustment (5 yrs)
- ☐ Cemetery Board
- ☐ Civil Service Commission (6 yrs)
- ☐ 911 Board
- ☐ Board of Appeals
- ☒ Library Board (6 yrs)
- ☐ Landfill Commission
- ☐ Planning & Zoning Commission
- ☐ Storm Water Advisory
- ☐ ADA Committee

All of the above boards & commissions have a 3-year term unless otherwise stated.

Why do you want to serve on this board or commission?

I would like to see if I can help to make a difference in a positive way!

Please complete back side of this form.

In accordance with Iowa Code Chapter 362 the City must determine what relationships or transactions you may have or potentially have with the City of Storm Lake prior to your appointment to a Board or Commission. In order to do this we must ask you to answer the following questions.

Do you or any immediate family member own or are part owners of a business doing business with the City of Storm Lake?

☐ Yes ☒ No

If so, name of the business and the percentage you or immediate family member own?

_____

Are you employed by any business doing business with the City of Storm Lake? ☐ Yes ☒ No

If Yes: _____

What is the name of the Business: _____

Is your salary/bonus determined by financial performance of the company or do you receive a commission?

☐ Yes ☒ No

I certify that the above answers are correct and true.

Signature _____ Date 5-23-15

"Appointments to City Boards and Commissions are made by the Storm Lake Mayor and confirmed by the City Council."

Please return the completed form to:

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

If you should have any questions, feel free to contact City Administration at 732-8000.

Staff Summary

6/1/2015
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: Sue Vossberg, Deputy Clerk

SUBJECT: **Buy Local Information**

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

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

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

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

FISCAL IMPACT:

	Total Expenses	Calculated Expenses	Local	%	BV Co	%	Non Local	%
City	$431,791.77	$190,788.78	$32,263.21	17	$12,590.28	7	$145,935.26	76
King's Pointe	$152,766.90	$67,937.04	$21,853.44	32			$46,083.60	68

Golf Course	$3,877.91	$1,421.22	$1,178.95	83	$242.27	17

RECOMMENDATION: Review Buy Local Information

Staff Summary

6/1/2015
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: Mike Wilson, Community Development Director

SUBJECT: **Motion Approving Easements For The Downtown Facade Renovation Project**

BACKGROUND: As a condition of the Grant Agreement, participating building owners are required to grant an easement to the City for the exterior 24 inches on whichever side of the building where work will occur.

The easement lasts for seven years and requires the owner to maintain the façade work in good condition and not disturb the work completed as part of the Renovation Project.

Owners of the following building address have provided the easements:
505 Lake
506 Lake
507 Lake
524 Lake
608 Lake
613 Lake
619 Lake
615 Lake
521 Lake

FISCAL IMPACT: The fiscal impact for the City will be recording costs of the documents and the cost of the legal staff time to develop the easements estimated to be about $500.

RECOMMENDATION: Approve the Motion

ATTACHMENTS:

Description	Type
Bautista Easement	Backup Material
Real Estate Owned Easement	Backup Material
Dvergsten Easement	Backup Material

H. P. Duker Easement	Backup Material
Knoffloch Easement	Backup Material
Rust Easements	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

FACADE EASEMENT AGREEMENT

This Façade Easement Agreement (the "Agreement") is made this 15th day of May,2015, between Victor Bautista and Christina Bautista (the "Owner") and the City of Storm Lake, Iowa, a municipality organized under the laws of the State of Iowa (the "City").

Background

The Owner owns real estate (the "Property") whose legal description is set forth on attached Exhibit A. The address of the Property is set forth below the legal description of the Property on attached Exhibit A. The Property is located in the downtown business district of the City of Storm Lake, Iowa.

The Owner desires to participate in the Storm Lake, Iowa Facade Improvement Project (the "Project"). The City has fully informed the Owner of the terms, conditions and provisions of the Project and the Owner understands those terms, conditions and provisions.

The City has undertaken the Project as part of a program to revitalize the City's downtown business district.

Terms of Facade Easement Agreement

NOW THEREFORE, in consideration of the mutual covenants and promises in this Agreement and for the benefit of all parties, the Owner, for a term of seven years from the date of the signing of this Agreement, hereby grants, conveys and transfers to the City an easement in and over that portion of the building or buildings situated on the Property consisting of the west exterior twenty-four (24) inches of such building or buildings (the "Facade"). The part of the building or buildings subject to the easement includes, but is not limited to, all architectural and construction features visible from any point on the public way outside of such building(s), including without limitation structural materials, facing materials, windows, doors, trim, sills, steps, railings, cornices, moldings, fences and other associated features, in addition to

connected interior features that require modification or maintenance in order to rehabilitate and maintain the publicly visible features.

For the seven-year easement period, the following requirements, obligations and restrictions are imposed upon the Owner and the use of the Property, in accordance with the policy of the City:

1. Once the improvements to the Facade on the building(s) situated on the Property have been completed as a part of the Project, the Owner will retain and maintain the Facade and will at all times maintain the same in good condition and repair. In the event of the total destruction of the building(s) on the Property beyond the control of the Owner, the Agreement shall terminate; provided, however, that a) any financial obligations of the Owner to the City arising from this Agreement before the destruction of the building(s) and before the expiration of the seven-year easement period, and b) the provisions of Paragraph 3 below, shall survive the termination of the Agreement and the expiration of the seven-year easement period.

2. In order to ensure the effectiveness of this Agreement, if the Owner knowingly or willfully violates or allows the violation of this Agreement, the Owner grants the City and its employees or agents the rights to:

a) enter upon the Property to correct such violations after giving to the Owner twenty-days advance written notice of the City's intent to enter upon the Property to make such corrections. The written notice shall be given by United States Postal Service mail addressed to the Owner at the Owner's last known business address or residence address and shall be deemed given two days after the notice is deposited in the mail; and

b) recover from the Owner the cost of such corrective actions.

3. The Owner shall seek no reimbursement from the City for any taxes, mortgages, liens, deeds to secure debt, or other obligations attaching to or constituting a lien on the Property. The Owner agrees to indemnify and hold the City harmless from any claims of third persons, including court costs and attorney's fees, arising out of the City's acceptance and holding of this Easement. The City shall not be liable to contribute to the maintenance of the Property. If the City files suit or takes any other action to enforce this Agreement, the Owner shall pay the City's reasonable attorney's fees and all other costs associated with any such required action.

4. If the Owner wishes to make changes to the Facade during the easement period, the Owner shall notify the City in writing of the Owner's desire, specifying the nature of the proposed changes, and obtain the written approval of the City before making any changes. The City, in its sole discretion, may approve or disapprove any such proposed change.

This agreement is binding on the Owner, and the Owner's heirs, assigns and successors in interest to the property. This Agreement shall run with the land until its expiration or termination.

OWNER:

Victor Bautista
Christina Bautista

Victor Bautista

Christina Bautista

CITY:

CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

ATTEST:

_____
Justin Yarosevich, City Clerk

STATE OF Iowa, COUNTY OF Woodbury

This record was acknowledged before me on the 22nd day of May, 2015, by Victor Bautista, [a single person] [husband and wife].

Notary Public in and for said State

SANDRA A. LOPES
Commission Number 732121
My Commission Expires
December 29,2016

STATE OF Iowa, COUNTY OF Woodbury

This record was acknowledged before me on the 22nd day of May, 2015, by Christina Bautista, [a single person] [husband and wife].

Notary Public in and for said State

SANDRA A. LOPES
Commission Number 732121
My Commission Expires
December 29,2016

STATE OF _____, COUNTY OF _____

This record was acknowledged before me on the _____ day of _____, 201__, by _____ [names], as _____ [and] _____ [title(s)] of _____ [name of entity].

_____
Notary Public in and for said State

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 201___, 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

EXHIBIT A

Legal description: Lot 18, Block 15 in the City of Storm Lake, Iowa
Address: 613 Lake Avenue
Parcel number: 14-03-208-006

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

FACADE EASEMENT AGREEMENT

This Façade Easement Agreement (the "Agreement") is made this 15th day of May,2015, between Real Estate Owned, LLC (the "Owner") and the City of Storm Lake, Iowa, a municipality organized under the laws of the State of Iowa (the "City").

Background

The Owner owns real estate (the "Property") whose legal description is set forth on attached Exhibit A. The address of the Property is set forth below the legal description of the Property on attached Exhibit A. The Property is located in the downtown business district of the City of Storm Lake, Iowa.

The Owner desires to participate in the Storm Lake, Iowa Facade Improvement Project (the "Project"). The City has fully informed the Owner of the terms, conditions and provisions of the Project and the Owner understands those terms, conditions and provisions.

The City has undertaken the Project as part of a program to revitalize the City's downtown business district.

Terms of Facade Easement Agreement

NOW THEREFORE, in consideration of the mutual covenants and promises in this Agreement and for the benefit of all parties, the Owner, for a term of seven years from the date of the signing of this Agreement, hereby grants, conveys and transfers to the City an easement in and over that portion of the building or buildings situated on the Property consisting of the west exterior twenty-four (24) inches of such building or buildings (the "Facade"). The part of the building or buildings subject to the easement includes, but is not limited to, all architectural and construction features visible from any point on the public way outside of such building(s), including without limitation structural materials, facing materials, windows, doors, trim, sills, steps, railings, cornices, moldings, fences and other associated features, in addition to

connected interior features that require modification or maintenance in order to rehabilitate and maintain the publicly visible features.

For the seven-year easement period, the following requirements, obligations and restrictions are imposed upon the Owner and the use of the Property, in accordance with the policy of the City:

1. Once the improvements to the Facade on the building(s) situated on the Property have been completed as a part of the Project, the Owner will retain and maintain the Facade and will at all times maintain the same in good condition and repair. In the event of the total destruction of the building(s) on the Property beyond the control of the Owner, the Agreement shall terminate; provided, however, that a) any financial obligations of the Owner to the City arising from this Agreement before the destruction of the building(s) and before the expiration of the seven-year easement period, and b) the provisions of Paragraph 3 below, shall survive the termination of the Agreement and the expiration of the seven-year easement period.

2. In order to ensure the effectiveness of this Agreement, if the Owner knowingly or willfully violates or allows the violation of this Agreement, the Owner grants the City and its employees or agents the rights to:

a) enter upon the Property to correct such violations after giving to the Owner twenty-days advance written notice of the City's intent to enter upon the Property to make such corrections. The written notice shall be given by United States Postal Service mail addressed to the Owner at the Owner's last known business address or residence address and shall be deemed given two days after the notice is deposited in the mail; and

b) recover from the Owner the cost of such corrective actions.

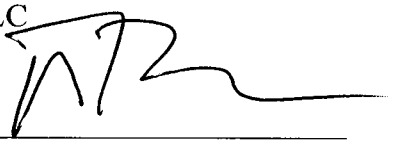
3. The Owner shall seek no reimbursement from the City for any taxes, mortgages, liens, deeds to secure debt, or other obligations attaching to or constituting a lien on the Property. The Owner agrees to indemnify and hold the City harmless from any claims of third persons, including court costs and attorney's fees, arising out of the City's acceptance and holding of this Easement. The City shall not be liable to contribute to the maintenance of the Property. If the City files suit or takes any other action to enforce this Agreement, the Owner shall pay the City's reasonable attorney's fees and all other costs associated with any such required action.

4. If the Owner wishes to make changes to the Facade during the easement period, the Owner shall notify the City in writing of the Owner's desire, specifying the nature of the proposed changes, and obtain the written approval of the City before making any changes. The City, in its sole discretion, may approve or disapprove any such proposed change.

This agreement is binding on the Owner, and the Owner's heirs, assigns and successors in interest to the property. This Agreement shall run with the land until its expiration or termination.

OWNER:

Real Estate Owned, LLC



Tim Brown, President

CITY:

CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

ATTEST:

_____
Justin Yarosevich, City Clerk

STATE OF _____, COUNTY OF _____

This record was acknowledged before me on the ____ day of _____, 201____, by _____, [a single person] [husband and wife].

_____

Notary Public in and for said State

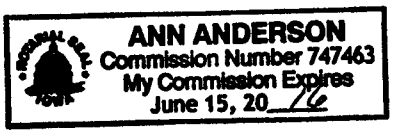
STATE OF _____, COUNTY OF _____

This record was acknowledged before me on the ____ day of _____, 201____, by _____, [a single person] [husband and wife].

_____
Notary Public in and for said State

STATE OF Iowa, COUNTY OF Buena Vista

This record was acknowledged before me on the 15th day of May, 2015, by Timothy J. Brown [names], as Chairman [and] _____ [title(s)] of Central Bank [name of entity].



Ann Anderson
Notary Public in and for said State

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 201___, 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

EXHIBIT A

Legal description: Lot 19, Block 22 in the City of Storm Lake, Iowa
Address: 505 Lake Avenue
Parcel number: 14-03-251-009

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

FACADE EASEMENT AGREEMENT

This Façade Easement Agreement (the "Agreement") is made this 15th day of May,2015, between Barbara E. Dvergsten and David H. Devergsten (the "Owner") and the City of Storm Lake, Iowa, a municipality organized under the laws of the State of Iowa (the "City").

Background

The Owner owns real estate (the "Property") whose legal description is set forth on attached Exhibit A. The address of the Property is set forth below the legal description of the Property on attached Exhibit A. The Property is located in the downtown business district of the City of Storm Lake, Iowa.

The Owner desires to participate in the Storm Lake, Iowa Facade Improvement Project (the "Project"). The City has fully informed the Owner of the terms, conditions and provisions of the Project and the Owner understands those terms, conditions and provisions.

The City has undertaken the Project as part of a program to revitalize the City's downtown business district.

Terms of Facade Easement Agreement

NOW THEREFORE, in consideration of the mutual covenants and promises in this Agreement and for the benefit of all parties, the Owner, for a term of seven years from the date of the signing of this Agreement, hereby grants, conveys and transfers to the City an easement in and over that portion of the building or buildings situated on the Property consisting of the east and north exterior twenty-four (24) inches of such building or buildings (the "Facade"). The part of the building or buildings subject to the easement includes, but is not limited to, all architectural and construction features visible from any point on the public way outside of such building(s), including without limitation structural materials, facing materials, windows,

doors, trim, sills, steps, railings, cornices, moldings, fences and other associated features, in addition to connected interior features that require modification or maintenance in order to rehabilitate and maintain the publicly visible features.

For the seven-year easement period, the following requirements, obligations and restrictions are imposed upon the Owner and the use of the Property, in accordance with the policy of the City:

1. Once the improvements to the Facade on the building(s) situated on the Property have been completed as a part of the Project, the Owner will retain and maintain the Facade and will at all times maintain the same in good condition and repair. In the event of the total destruction of the building(s) on the Property beyond the control of the Owner, the Agreement shall terminate; provided, however, that a) any financial obligations of the Owner to the City arising from this Agreement before the destruction of the building(s) and before the expiration of the seven-year easement period, and b) the provisions of Paragraph 3 below, shall survive the termination of the Agreement and the expiration of the seven-year easement period.

2. In order to ensure the effectiveness of this Agreement, if the Owner knowingly or willfully violates or allows the violation of this Agreement, the Owner grants the City and its employees or agents the rights to:

a) enter upon the Property to correct such violations after giving to the Owner twenty-days advance written notice of the City's intent to enter upon the Property to make such corrections. The written notice shall be given by United States Postal Service mail addressed to the Owner at the Owner's last known business address or residence address and shall be deemed given two days after the notice is deposited in the mail; and

b) recover from the Owner the cost of such corrective actions.

3. The Owner shall seek no reimbursement from the City for any taxes, mortgages, liens, deeds to secure debt, or other obligations attaching to or constituting a lien on the Property. The Owner agrees to indemnify and hold the City harmless from any claims of third persons, including court costs and attorney's fees, arising out of the City's acceptance and holding of this Easement. The City shall not be liable to contribute to the maintenance of the Property. If the City files suit or takes any other action to enforce this Agreement, the Owner shall pay the City's reasonable attorney's fees and all other costs associated with any such required action.

4. If the Owner wishes to make changes to the Facade during the easement period, the Owner shall notify the City in writing of the Owner's desire, specifying the nature of the proposed changes, and obtain the written approval of the City before making any changes. The City, in its sole discretion, may approve or disapprove any such proposed change.

This agreement is binding on the Owner, and the Owner's heirs, assigns and successors in interest to the property. This Agreement shall run with the land until its expiration or termination.

OWNER:

Barbara E. Dvergsten
David H. Dvergsten

Barbara E. Dvergsten

Barbara E. Dvergsten

David H. Devergsten

CITY:

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 14th day of May, 2015, by Barbara E. Dvergsten and David H. Dvergsten, [a single person] [husband and wife].

Mary Jo Koth
Notary Public in and for said State

STATE OF Iowa, COUNTY OF Buena Vista

This record was acknowledged before me on the ____ day of _____, 201____, by _____, [a single person] [husband and wife].

_____
Notary Public in and for said State

STATE OF _____, COUNTY OF _____

This record was acknowledged before me on the _____ day of _____, 201__, by _____[names], as _____ [and] _____ [title(s)] of _____ [name of entity].

_____
Notary Public in and for said State

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 201___, 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

EXHIBIT A

Legal description: Lots 1-2, Block 23 in the City of Storm Lake, Iowa
Address: 524, 526 Lake Avenue
Parcel number: 14-03-179-005

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

FACADE EASEMENT AGREEMENT

This Façade Easement Agreement (the "Agreement") is made this 15th day of May, 2015, between H. P. Duker, A Partnership (the "Owner") and the City of Storm Lake, Iowa, a municipality organized under the laws of the State of Iowa (the "City").

Background

The Owner owns real estate (the "Property") whose legal description is set forth on attached Exhibit A. The address of the Property is set forth below the legal description of the Property on attached Exhibit A. The Property is located in the downtown business district of the City of Storm Lake, Iowa.

The Owner desires to participate in the Storm Lake, Iowa Facade Improvement Project (the "Project"). The City has fully informed the Owner of the terms, conditions and provisions of the Project and the Owner understands those terms, conditions and provisions.

The City has undertaken the Project as part of a program to revitalize the City's downtown business district.

Terms of Facade Easement Agreement

NOW THEREFORE, in consideration of the mutual covenants and promises in this Agreement and for the benefit of all parties, the Owner, for a term of seven years from the date of the signing of this Agreement, hereby grants, conveys and transfers to the City an easement in and over that portion of the building or buildings situated on the Property consisting of the west exterior twenty-four (24) inches of such building or buildings (the "Facade"). The part of the building or buildings subject to the easement includes, but is not limited to, all architectural and construction features visible from any point on the public way outside of such building(s), including without limitation structural materials, facing materials, windows, doors, trim, sills, steps, railings, cornices, moldings, fences and other associated features, in addition to

connected interior features that require modification or maintenance in order to rehabilitate and maintain the publicly visible features.

For the seven-year easement period, the following requirements, obligations and restrictions are imposed upon the Owner and the use of the Property, in accordance with the policy of the City:

1. Once the improvements to the Facade on the building(s) situated on the Property have been completed as a part of the Project, the Owner will retain and maintain the Facade and will at all times maintain the same in good condition and repair. In the event of the total destruction of the building(s) on the Property beyond the control of the Owner, the Agreement shall terminate; provided, however, that a) any financial obligations of the Owner to the City arising from this Agreement before the destruction of the building(s) and before the expiration of the seven-year easement period, and b) the provisions of Paragraph 3 below, shall survive the termination of the Agreement and the expiration of the seven-year easement period.

2. In order to ensure the effectiveness of this Agreement, if the Owner knowingly or willfully violates or allows the violation of this Agreement, the Owner grants the City and its employees or agents the rights to:

a) enter upon the Property to correct such violations after giving to the Owner twenty-days advance written notice of the City's intent to enter upon the Property to make such corrections. The written notice shall be given by United States Postal Service mail addressed to the Owner at the Owner's last known business address or residence address and shall be deemed given two days after the notice is deposited in the mail; and

b) recover from the Owner the cost of such corrective actions.

3. The Owner shall seek no reimbursement from the City for any taxes, mortgages, liens, deeds to secure debt, or other obligations attaching to or constituting a lien on the Property. The Owner agrees to indemnify and hold the City harmless from any claims of third persons, including court costs and attorney's fees, arising out of the City's acceptance and holding of this Easement. The City shall not be liable to contribute to the maintenance of the Property. If the City files suit or takes any other action to enforce this Agreement, the Owner shall pay the City's reasonable attorney's fees and all other costs associated with any such required action.

4. If the Owner wishes to make changes to the Facade during the easement period, the Owner shall notify the City in writing of the Owner's desire, specifying the nature of the proposed changes, and obtain the written approval of the City before making any changes. The City, in its sole discretion, may approve or disapprove any such proposed change.

This agreement is binding on the Owner, and the Owner's heirs, assigns and successors in interest to the property. This Agreement shall run with the land until its expiration or termination.

OWNER:

H. P Duker, A Partnership

By: _____
Harry Schaller, Partner

CITY:

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 27 day of May, 2015, by Harry P. Schaller, [a single person] [husband and wife].

DEBRA D. GALVIN
Commission Number 709682
MY COMMISSION EXPIRES
5/3/2016

Debra D. Galvin
Notary Public in and for said State

STATE OF _____, COUNTY OF _____

This record was acknowledged before me on the ____ day of _____, 201____, by _____, [a single person] [husband and wife].

_____
Notary Public in and for said State

STATE OF _____, COUNTY OF _____

This record was acknowledged before me on the _____ day of _____, 201__, by _____[names], as _____ [and] _____ [title(s)] of _____ [name of entity].

_____
Notary Public in and for said State

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 201___, 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

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

FACADE EASEMENT AGREEMENT

This Façade Easement Agreement (the "Agreement") is made this 15th day of May,2015, between Orren Knoffloch and Celia Knoffloch (the "Owner") and the City of Storm Lake, Iowa, a municipality organized under the laws of the State of Iowa (the "City").

Background

The Owner owns real estate (the "Property") whose legal description is set forth on attached Exhibit A. The address of the Property is set forth below the legal description of the Property on attached Exhibit A. The Property is located in the downtown business district of the City of Storm Lake, Iowa.

The Owner desires to participate in the Storm Lake, Iowa Facade Improvement Project (the "Project"). The City has fully informed the Owner of the terms, conditions and provisions of the Project and the Owner understands those terms, conditions and provisions.

The City has undertaken the Project as part of a program to revitalize the City's downtown business district.

Terms of Facade Easement Agreement

NOW THEREFORE, in consideration of the mutual covenants and promises in this Agreement and for the benefit of all parties, the Owner, for a term of seven years from the date of the signing of this Agreement, hereby grants, conveys and transfers to the City an easement in and over that portion of the building or buildings situated on the Property consisting of the west exterior twenty-four (24) inches of such building or buildings (the "Facade"). The part of the building or buildings subject to the easement includes, but is not limited to, all architectural and construction features visible from any point on the public way outside of such building(s), including without limitation structural materials, facing materials, windows, doors, trim, sills, steps, railings, cornices, moldings, fences and other associated features, in addition to

connected interior features that require modification or maintenance in order to rehabilitate and maintain the publicly visible features.

For the seven-year easement period, the following requirements, obligations and restrictions are imposed upon the Owner and the use of the Property, in accordance with the policy of the City:

1. Once the improvements to the Facade on the building(s) situated on the Property have been completed as a part of the Project, the Owner will retain and maintain the Facade and will at all times maintain the same in good condition and repair. In the event of the total destruction of the building(s) on the Property beyond the control of the Owner, the Agreement shall terminate; provided, however, that a) any financial obligations of the Owner to the City arising from this Agreement before the destruction of the building(s) and before the expiration of the seven-year easement period, and b) the provisions of Paragraph 3 below, shall survive the termination of the Agreement and the expiration of the seven-year easement period.

2. In order to ensure the effectiveness of this Agreement, if the Owner knowingly or willfully violates or allows the violation of this Agreement, the Owner grants the City and its employees or agents the rights to:

a) enter upon the Property to correct such violations after giving to the Owner twenty-days advance written notice of the City's intent to enter upon the Property to make such corrections. The written notice shall be given by United States Postal Service mail addressed to the Owner at the Owner's last known business address or residence address and shall be deemed given two days after the notice is deposited in the mail; and

b) recover from the Owner the cost of such corrective actions.

3. The Owner shall seek no reimbursement from the City for any taxes, mortgages, liens, deeds to secure debt, or other obligations attaching to or constituting a lien on the Property. The Owner agrees to indemnify and hold the City harmless from any claims of third persons, including court costs and attorney's fees, arising out of the City's acceptance and holding of this Easement. The City shall not be liable to contribute to the maintenance of the Property. If the City files suit or takes any other action to enforce this Agreement, the Owner shall pay the City's reasonable attorney's fees and all other costs associated with any such required action.

4. If the Owner wishes to make changes to the Facade during the easement period, the Owner shall notify the City in writing of the Owner's desire, specifying the nature of the proposed changes, and obtain the written approval of the City before making any changes. The City, in its sole discretion, may approve or disapprove any such proposed change.

This agreement is binding on the Owner, and the Owner's heirs, assigns and successors in interest to the property. This Agreement shall run with the land until its expiration or termination.

OWNER:

Orren Knoffloch
Celia Knoffloch

Orren Knoffloch

Celia Knoffloch

CITY:

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 27 day of May, 201 5, by Orren Knofflock & Co/19 Knofflock [a single person] [husband and wife].

DANNY R. RICHARDSON
Commission Number 118810
MY COMMISSION EXPIRES
4-1-2016

Notary Public in and for said State

STATE OF _____, COUNTY OF _____

This record was acknowledged before me on the ____ day of _____, 201____, by _____, [a single person] [husband and wife].

_____
Notary Public in and for said State

STATE OF _____, COUNTY OF _____

This record was acknowledged before me on the _____ day of _____, 201__, by _____[names], as _____ [and] _____ [title(s)] of _____ [name of entity].

_____
Notary Public in and for said State

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 201___, 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

EXHIBIT A

Legal description: Lots 19, 20, 21 Block 15 in the City of Storm Lake, Iowa
Address: 615 Lake Avenue
Parcel number: 14-03-208-013

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

FACADE EASEMENT AGREEMENT

This Façade Easement Agreement (the "Agreement") is made this 15th day of May, 2015, between Michael J Rust and Pamela J. Rust (the "Owner") and the City of Storm Lake, Iowa, a municipality organized under the laws of the State of Iowa (the "City").

Background

The Owner owns real estate (the "Property") whose legal description is set forth on attached Exhibit A. The address of the Property is set forth below the legal description of the Property on attached Exhibit A. The Property is located in the downtown business district of the City of Storm Lake, Iowa.

The Owner desires to participate in the Storm Lake, Iowa Facade Improvement Project (the "Project"). The City has fully informed the Owner of the terms, conditions and provisions of the Project and the Owner understands those terms, conditions and provisions.

The City has undertaken the Project as part of a program to revitalize the City's downtown business district.

Terms of Facade Easement Agreement

NOW THEREFORE, in consideration of the mutual covenants and promises in this Agreement and for the benefit of all parties, the Owner, for a term of seven years from the date of the signing of this Agreement, hereby grants, conveys and transfers to the City an easement in and over that portion of the building or buildings situated on the Property consisting of the west exterior twenty-four (24) inches of such building or buildings (the "Facade"). The part of the building or buildings subject to the easement includes, but is not limited to, all architectural and construction features visible from any point on the public way outside of such building(s), including without limitation structural materials, facing materials, windows, doors, trim, sills, steps, railings, cornices, moldings, fences and other associated features, in addition to

connected interior features that require modification or maintenance in order to rehabilitate and maintain the publicly visible features.

For the seven-year easement period, the following requirements, obligations and restrictions are imposed upon the Owner and the use of the Property, in accordance with the policy of the City:

1. Once the improvements to the Facade on the building(s) situated on the Property have been completed as a part of the Project, the Owner will retain and maintain the Facade and will at all times maintain the same in good condition and repair. In the event of the total destruction of the building(s) on the Property beyond the control of the Owner, the Agreement shall terminate; provided, however, that a) any financial obligations of the Owner to the City arising from this Agreement before the destruction of the building(s) and before the expiration of the seven-year easement period, and b) the provisions of Paragraph 3 below, shall survive the termination of the Agreement and the expiration of the seven-year easement period.

2. In order to ensure the effectiveness of this Agreement, if the Owner knowingly or willfully violates or allows the violation of this Agreement, the Owner grants the City and its employees or agents the rights to:

a) enter upon the Property to correct such violations after giving to the Owner twenty-days advance written notice of the City's intent to enter upon the Property to make such corrections. The written notice shall be given by United States Postal Service mail addressed to the Owner at the Owner's last known business address or residence address and shall be deemed given two days after the notice is deposited in the mail; and

b) recover from the Owner the cost of such corrective actions.

3. The Owner shall seek no reimbursement from the City for any taxes, mortgages, liens, deeds to secure debt, or other obligations attaching to or constituting a lien on the Property. The Owner agrees to indemnify and hold the City harmless from any claims of third persons, including court costs and attorney's fees, arising out of the City's acceptance and holding of this Easement. The City shall not be liable to contribute to the maintenance of the Property. If the City files suit or takes any other action to enforce this Agreement, the Owner shall pay the City's reasonable attorney's fees and all other costs associated with any such required action.

4. If the Owner wishes to make changes to the Facade during the easement period, the Owner shall notify the City in writing of the Owner's desire, specifying the nature of the proposed changes, and obtain the written approval of the City before making any changes. The City, in its sole discretion, may approve or disapprove any such proposed change.

This agreement is binding on the Owner, and the Owner's heirs, assigns and successors in interest to the property. This Agreement shall run with the land until its expiration or termination.

OWNER:

[Individual owners:]

Michael J. Rust

Pamela J. Rust

CITY:

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 27th day of May, 2015, by Michael J. Rust, [a single person] [husband and wife].

DIANE S. ALLEN
Commission Number 738919
My Commission Expires
February 2, 2018

Diane S. Allen
Notary Public in and for said State

STATE OF IOWA, COUNTY OF Buena Vista

This record was acknowledged before me on the 27th day of May, 2015, by Pamela J. Rust, [a single person] [husband and wife].

DIANE S. ALLEN
Commission Number 738919
My Commission Expires
February 2, 2018

Diane S. Allen
Notary Public in and for said State

STATE OF _____, COUNTY OF _____

This record was acknowledged before me on the _____ day of _____, 201__, by _____ [names], as _____ [and] _____ [title(s)] of _____ [name of entity].

_____
Notary Public in and for said State

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 201___, 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

EXHIBIT A

Legal description: Lot 20, Block 22 in the City of Storm Lake, Iowa
Address: 507 Lake Avenue
Parcel number: 14-03-251-008

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

FACADE EASEMENT AGREEMENT

This Façade Easement Agreement (the "Agreement") is made this 15th day of May,2015, between Michael J. Rust and Pamela J. Rust (the "Owner") and the City of Storm Lake, Iowa, a municipality organized under the laws of the State of Iowa (the "City").

Background

The Owner owns real estate (the "Property") whose legal description is set forth on attached Exhibit A. The address of the Property is set forth below the legal description of the Property on attached Exhibit A. The Property is located in the downtown business district of the City of Storm Lake, Iowa.

The Owner desires to participate in the Storm Lake, Iowa Facade Improvement Project (the "Project"). The City has fully informed the Owner of the terms, conditions and provisions of the Project and the Owner understands those terms, conditions and provisions.

The City has undertaken the Project as part of a program to revitalize the City's downtown business district.

Terms of Facade Easement Agreement

NOW THEREFORE, in consideration of the mutual covenants and promises in this Agreement and for the benefit of all parties, the Owner, for a term of seven years from the date of the signing of this Agreement, hereby grants, conveys and transfers to the City an easement in and over that portion of the building or buildings situated on the Property consisting of the east exterior twenty-four (24) inches of such building or buildings (the "Facade"). The part of the building or buildings subject to the easement includes, but is not limited to, all architectural and construction features visible from any point on the public way outside of such building(s), including without limitation structural materials, facing materials, windows, doors, trim, sills, steps, railings, cornices, moldings, fences and other associated features, in addition to

connected interior features that require modification or maintenance in order to rehabilitate and maintain the publicly visible features.

For the seven-year easement period, the following requirements, obligations and restrictions are imposed upon the Owner and the use of the Property, in accordance with the policy of the City:

1. Once the improvements to the Facade on the building(s) situated on the Property have been completed as a part of the Project, the Owner will retain and maintain the Facade and will at all times maintain the same in good condition and repair. In the event of the total destruction of the building(s) on the Property beyond the control of the Owner, the Agreement shall terminate; provided, however, that a) any financial obligations of the Owner to the City arising from this Agreement before the destruction of the building(s) and before the expiration of the seven-year easement period, and b) the provisions of Paragraph 3 below, shall survive the termination of the Agreement and the expiration of the seven-year easement period.

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a) enter upon the Property to correct such violations after giving to the Owner twenty-days advance written notice of the City's intent to enter upon the Property to make such corrections. The written notice shall be given by United States Postal Service mail addressed to the Owner at the Owner's last known business address or residence address and shall be deemed given two days after the notice is deposited in the mail; and

b) recover from the Owner the cost of such corrective actions.

3. The Owner shall seek no reimbursement from the City for any taxes, mortgages, liens, deeds to secure debt, or other obligations attaching to or constituting a lien on the Property. The Owner agrees to indemnify and hold the City harmless from any claims of third persons, including court costs and attorney's fees, arising out of the City's acceptance and holding of this Easement. The City shall not be liable to contribute to the maintenance of the Property. If the City files suit or takes any other action to enforce this Agreement, the Owner shall pay the City's reasonable attorney's fees and all other costs associated with any such required action.

4. If the Owner wishes to make changes to the Facade during the easement period, the Owner shall notify the City in writing of the Owner's desire, specifying the nature of the proposed changes, and obtain the written approval of the City before making any changes. The City, in its sole discretion, may approve or disapprove any such proposed change.

This agreement is binding on the Owner, and the Owner's heirs, assigns and successors in interest to the property. This Agreement shall run with the land until its expiration or termination.

OWNER:

Michael J. Rust
Pamela J. Rust

Michael J. Rust

Pamela J. Rust

CITY:

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 27th day of May, 2015, by Michael J. Rust, [a single person] [husband and wife].

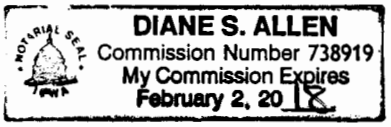
DIANE S. ALLEN
Commission Number 738919
My Commission Expires
February 2, 2018

Diane S. Allen

Notary Public in and for said State

STATE OF Iowa, COUNTY OF Buena Vista

This record was acknowledged before me on the 27th day of May, 2015, by Pamela J. Rust, [a single person] [husband and wife].



Diane S. Allen

Notary Public in and for said State

STATE OF _____, COUNTY OF _____

This record was acknowledged before me on the _____ day of _____, 201__, by _____[names], as _____ [and] _____ [title(s)] of _____ [name of entity].

_____

Notary Public in and for said State

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 201___, 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

EXHIBIT A

Legal description: Lots 9-10, Block 23 in the City of Storm Lake, Iowa
Address: 506 Lake Avenue
Parcel number: 14-03-179-012

Staff Summary

6/1/2015
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 Faith, Hope & Charity's Glow On The Green Golf Tournament**

BACKGROUND: Attached to this staff summary is a request from Tony Napierala of Faith, Hope and Charity requesting a Noise Variance on Friday, June 19, 2015 between the hours of 7:30pm and 1:00am at the Sunrise Pointe Golf Course for outdoor amplified music.

The music is part of a night time "glow ball" golf tournament being conducted as a fund raiser for FHC and conducted in conjunction with the Lake Fest Events on that weekend.

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

FISCAL IMPACT: None to the City.

The event is a fund raiser for Faith, Hope and Charity.

RECOMMENDATION: Pass Motion

ATTACHMENTS:

	Description	Type
	Letter and Permit	Contract

Mark Prosser

From: Tony Napierala <TonyN@faithhopeandcharity.org>
Sent: Tuesday, May 19, 2015 11:30 AM
To: Mark Prosser
Subject: RE: noise

7:30 pm

thanks

From: Mark Prosser [mailto:Prosser@stormlake.org]
Sent: Tuesday, May 19, 2015 11:24 AM
To: Tony Napierala
Subject: Re: noise

Beginning at what time?

Sent from my iPhone

On May 19, 2015, at 11:12 AM, Tony Napierala <TonyN@faithhopeandcharity.org> wrote:

> Mr. Prosser
>
> Asking for a noise variance on Friday Night June 19th for our Glow on the Green Golf Tournament at Storm Lake Municipal Golf Course until 1 am.
>
> Thank you
>
> Tony Napierala
> Development Director
> Faith, Hope & Charity
> 1815 West Milwaukee
> Storm Lake, IA 50588
> (712) 732-5127
> "Go forth and spread beauty and life"

Public Safety
Police & Fire
PERMIT

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

Event: Faith, Hope and Charity Glow on the Green Golf Tournament

Issued To:

Name: Tony Napierala

Organization: Development Director, Faith, Hope and Charity

Address: 1815 West Milwaukee Avenue, Storm Lake, Iowa 50588

Phone: 712-732-5127

Date(s) of Event: Friday, June 19, 2015

Time(s) of Event: 7:30pm until 1:00am

Expiration of Permit: 6-20-2015 @ 1:01am

Location / Area of Use: Sunrise Park Golf Course, 1528 Lakeshore Drive

Type of Permit

- [x] 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 (Please Print) Date: 6-2-2015

Signature: Title: Public Safety Director

Staff Summary

6/1/2015
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 No Parking Zone Variance For The 2015 Tornado Classic Softball Tournament**

BACKGROUND: Attached is a written request submitted by Pat Fisher of Community Education requesting a No Parking Variance for the 2015 Tornado Classic Softball Tournament scheduled for Friday, July 3, 2015 between the hours of 8:00am and 8:00pm.

The request is to allow parking on the south side of West 10th Street from Vestal Street east to the 9th Street Park playground to facilitate the parking of buses for teams participating in the tournament. The tournament committee would cover the No Parking signs during the variance period and remove the covers at the end of the event.

This request is identical to previous years and the event has gone well.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
Community Ed Letter	Contract

CommUNITY Education

419 Lake Avenue · P.O. Box 638 · Storm Lake, IA 50588 · (712) 732-5711 · (712) 732-5712 F

May 20, 2015

Storm Lake CommUNITY Education would like to request the lifting of the parking restrictions on W. 10th Street from 8am-8pm on Friday, July 3, 2015. During the Tornado Classic Softball Tournament we would like to be able to have parking on the south side of W. 10th to accommodate school buses due to the limited space in the off street parking area for vehicles of that size. We would cover the signs that morning and remove those same covers at the end of the day.

Thank you for your consideration on this matter.

Pat Fisher, Coordinator
Storm Lake Community Education
P.O. Box 638
Storm Lake, IA 50588

Community Ed

STRONGER TOGETHER.

Staff Summary

6/1/2015
Agenda Item # 3.

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

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: **Resolution No. 140-R-2014-2015 Authorizing Street Closures, Sidewalk & Street Sales & Vending, Noise Variance For The 2015 Storm Lake United Ridiculous Days**

BACKGROUND: Attached is a written request from Kristi Davis of Storm Lake United making a series of requests in connection with the 2015 Ridiculous Days scheduled for July 16 though July 19, 2015.

The requests are as follows:

*The 600 block of Lake Avenue and the first half of the 100 block of East and West 6th Street (to the alley) be closed on Thursday, July 16, 2015 between the hours of 3:00pm and 9:00pm and the same area be closed on Sunday, July 19, 2015 between the hours of 3:00pm and 9:00pm.

*Permission for sidewalk sales from 8:00am on Thursday, July 16, 2015 until 5:00pm on Sunday, July 19, 2015.

*Permission for street vending and sales on Thursday, July 16, 2015 between the hours of 4:00pm and 7:00pm and on Sunday, July 19, 2015 (Ragbrai) between the hours of 4:00pm and 7:00pm.

*A Noise Variance for the downtown Central Business District for outdoor amplified entertainment and announcements on Thursday, July 16, 2015 between the hours of 3:00pm and 10:00pm and on Sunday, July 19, 2015 between the hours of 3:00pm and 10:00pm.

These requests are consistent with previous requests and events.

FISCAL IMPACT: The City will expend some staff time in the deployment of barricades and patrol of the venue which will be absorbed in the normal operations budget of the Street and Police Departments.

The events are designed to draw shoppers to the downtown area which should translate into a positive fiscal impact for local businesses.

RECOMMENDATION: Pass Resolution No. 140-R-2014-2015

ATTACHMENTS:

	Description	Type
🗋	Letter and Permit	Contract
🗋	Resolution No. 140-R-2014-2015	Resolution

stormlake united
chamber | tourism | area development

May 18, 2015

To: Chief Prosser
Public Safety
Storm Lake, IA

RE: Ridiculous Days 2015

Dear Chief Prosser,

Storm Lake United would like to submit a permit request for July 16 through July 19 for Ridiculous Days 2015. For this event I would like to request the following:

- Street Closures on the 600 block of Lake Avenue and the 1st half of the 100 block of East 6th Street to the alley and the 1st half of the 100 block of West 6th Street to the alley on Thursday July 16th from 3pm to 9pm and on Sunday July 19th from 3pm to 9pm.

- Permission to hold side walk sales from Thursday July 16 at 8am through Sunday July 19th at 5pm.

- Permission to allow food vendors on the sidewalks and for Taste of Storm Lake to be moved to the 600 block of Lake Ave. on Thursday July 16th from 4pm to 7pm, and for RAGBRAI food vendors on sidewalks and the 600 block of Lake Ave. on Sunday July 19th from 4pm to 7pm.

- A noise variance on Thursday July 16th starting at 3pm until 10 p.m. and on Sunday July 19th starting at 3pm until 10 pm.

Thank you for your time and consideration.

Sincerely,

Kristi Davis
Marketing and Activities Director
Storm Lake United

Public Safety
Police & Fire
PERMIT

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

Event: 2015 Ridiculous Days

Issued To:

Name: Krisit Davis

Organization: Storm Lake United

Address: 119 West 6th Street, Storm Lake, Iowa 50588

Phone: 712-732-3780

Date(s) of Event: July 16 and July 19, 2015

Time(s) of Event: 3:00pm until 10:00pm

Expiration of Permit: 7-20-2015

Location / Area of Use: Central Business District

Type of Permit

- [x] Noise Variance (8-7-4)
- [ ] Ride/Run/Walk (9-13-4)
- [ ] Parade (9-13-4)
- [ ] Public Demonstration (8-7-4)
- [x] Street Closing — 600 block of Lake and first half of 100 block of East and West 6th (3:00pm until 9:00pm)
- [ ] Fireworks (8-2-1(I2A))
- [ ] Authorized Burn (7-2-2-B)
- [ ] Other

Authorized by: Mark A. Prosser (Please Print) Date: 6-2-2015

Signature: Title: Public Safety Director

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

Staff Summary

6/1/2015
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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Resolution No. 141-R-2014-2015 To Accept & Award Bids For The Widening Of HWY 7 From Barton Street To Northwestern Drive**

BACKGROUND: This agenda item if approved will accept and award the bids 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 at which time there were two bids received as followed:
Blacktop Services - $996,780.54
Heartland Asphalt - $1,001,215.90.

The first bidding letting which was held on March 17, 2015 had only one bid received, however the contractor did not bid all the items on the addendum. This caused the IADOT to officially rejected the bid and to place the project into a new bid letting date. The new bids came in with about a $50,000 increase from the last time.

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. 141-R-2014-2015

ATTACHMENTS:

	Description	Type
🗋	Resolution No. 141-R-2014-2015	Resolution

RESOLUTION NO. 141-R-2014-2015

RESOLUTION ACCEPTING AND AWARDING 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 l. 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

Staff Summary

6/1/2015
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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Public Hearing On Plans, Specifications, & Form Of Contract - Fiber Project**

BACKGROUND: The City of Storm Lake is moving forward with a joint project between the City, County, and School District to install a fiber network through the community. The main part of this project is the installation of underground duct and pulling fiber between the key facilities included in the project.

Prior to letting bids on the project the State of Iowa requires that the City hold a public hearing on the plans, specifications, and form of contract for the project. This hearing was set at the last meeting and notice was published as required by Iowa Law.

The project includes a base bid and five alternate phases that can be completed based on available funding. City staff will have to make a determination on which phases to include and which to not include following the letting of bids.

The project does not include the electronics for terminations and any related equipment that is part of the network for each agency - that cost is equipment related and needs to be maintained similar to the other equipment already existing on the network. Additionally, the City is purchasing the fiber optic cable directly and providing to the contractor to pull in the duct that they install to save money on the project and ensure that we have a quality product.

FISCAL IMPACT: The engineers estimate for the entire project is $1,374,335 but again does not include electronics or the fiber line. The City does not have funding to do the entire project as estimated and thus will have to make decisions on which phases will be part of the final acceptance after we receive bids.

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

Staff Summary

6/1/2015
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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 142-R-2014-2015 Approving Plans, Specifications, & Form Of Contract - Fiber Project**

BACKGROUND: Following the Public Hearing the City Council will be asked to approve by resolution the Plans, Specifications, and Form of Contract for this project.

The proposed project will install a fiber network for the City of Storm Lake, the Storm Lake Community School District and BV County, which will be partners in the project (to be formulated by a 28E Agreement). The proposed project will contract the laying of a duct system in which fiber will be pulled to critical City, County, and School facilities. The proposed bid documents show a base project and several phases that can be added based on available funding.

The goal of the project is to improve water and wastewater SCADA communications, as well as provide all departments with better connectivity to the centralized servers for each organization as well as to provide an opportunity for more secure communications (technical as well as telephonic, and video) between the various locations.

Over time the investment in this infrastructure will provide reduced costs for internet, phone, and data hardware (such as servers) as we can combine and share resources across the network. Additionally, the network will provide the opportunity for the three agencies to work together in the future for technology purposes as well as provide all the entities with a continuity of service options throughout the City.

The proposed plans include a base option along with five (5) additional phases which can be added provided funding. The project does not include the purchase of fiber which will be done by the City separately to ensure quality and avoid markup on the purchase. The project does not include terminations of the fiber

at each facility or the hardware required for that which will be done under a separate contract.

This agenda item will approve the plans, specifications, and form of contract for the project. A bid letting on the project is set for June 10th at 2:00PM. Construction after approval should be substantially complete by December 18th, 2015.

FISCAL IMPACT: The engineer's estimate for this portion of the project is $1,374,335. Staff does not anticipate being able to do the entire project.

The budget includes a potential of $1,053,691.20 in available funding for the project; however, some of the network has been previously installed under a previous contract and small project.

City staff will prepare a full summary of the project expenses once we have the bids for this project in that will accomplish the highest priorities within the available dollars.

RECOMMENDATION: Adopt Resolution No.142-R-2014-2015

ATTACHMENTS:

Description	Type
Resolution No. 142-R-2014-2015	Resolution

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 l. 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

Staff Summary

6/1/2015
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: **Public Hearing On The Issuance Of NTE $3,500,000 Sales Tax Increment Revenue Bonds**

BACKGROUND: This agenda item will hold a public hearing for the NTE $3,500,000 Sales Tax Increment Revenue Bonds as required by the State of Iowa Code. The proceeds of this bond will be used to provide funds to pay 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 bonds will be payable from the City's flood project fund into which all sales tax increment revenues received from the State of Iowa through the Flood Mitigation Program shall be deposited.

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

6/1/2015
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: **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**

BACKGROUND: This bond will be issued to provide funds to pay costs of construction, reconstruction of levees, embankments, impounding reservoirs, or conduits necessary for the protection of property from the effects of floodwaters.

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

FISCAL IMPACT: There is not fiscal impact for this resolution.

RECOMMENDATION: Adopt Resolution No. 143-R-2014-2015

ATTACHMENTS:

Description	Type
Resolution No. 143-R-2014-2015	Resolution

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

Staff Summary

6/1/2015
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. 144-R-2014-215 Setting Public Hearing For Not To Exceed $750,000 Storm Water Revenue Capital Loan Notes**

BACKGROUND: This agenda item will set the public hearing for NTE $750,000 Storm Water Revenue Capital Loan Notes for July 6, 2015. The proceeds of this bond will be used to provide funds to pay the cost of construction of the North Central Storm Water Project. This is part of the original funding that was planned for this project.

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

Setting and holding the public hearing will enable the City to start the process of issuing this revenue note.

FISCAL IMPACT: The fiscal impact is the cost of the publication for the Public Hearing which is approximately $100.

RECOMMENDATION: Adopt Resolution No. 144-R-2014-2015

ATTACHMENTS:

Description	Type
Resolution No. 144-R-2014-2015	Resolution

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

Staff Summary

6/1/2015
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: Jennifer Movall, Finance Department Manager

SUBJECT: **Resolution No. 145-R-2014-2015 Setting Public Hearing For Not To Exceed $1,500,000 General Obligation Capital Loan Notes**

BACKGROUND: This agenda item will set the public hearing for the NTE $1,500,000 General Obligation Capital Loan notes or June 15, 2015.

The proceeds of the 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.

Setting and holding the public hearing will enable the City to start the process of issuing this capital loan note.

FISCAL IMPACT: The fiscal impact is the cost of the publication for the Public Hearing which is approximately $100.

RECOMMENDATION: Adopt Resolution No. 145-R-2014-2015

ATTACHMENTS:

Description	Type

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

Staff Summary

6/1/2015
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: Jennifer Movall, Finance Department Manager

SUBJECT: **Motion Setting Public Hearing On Fiscal Year 2014-2015 Budget Amendment**

BACKGROUND: The City is required by the Iowa Code to amend the budget anytime expenses exceed the prior authorized budget authority as set by the City Council.

Since the Budget Amendment was approved at the May 18, 2015 meeting we received invoices from Wells Fargo for the recently refinanced debt. On one of the debt issues the City will be wired the money to refinance the old debt and City will need to pay it off. This will result in the Debt Service program being outside of the approved budget.

I have spoken with the Department of Management regarding this Budget Amendment being after the May 31st deadline and they have given approval of the timeline. The Public Hearing will be held on Monday, June 15, 2015 at 5:00PM.

FISCAL IMPACT: The fiscal impact of this motion will be the cost of publishing the hearing and budget amendment.

RECOMMENDATION: Set Public Hearing for June 15, 2015 at 5:00PM

Staff Summary

6/1/2015
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. 09-O-2014-2015 Update City Code Chapter 10-1 - Sidewalks - 2nd 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 through 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
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 1~~0th~~ st 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 bid~~der~~ to the City Council for award of the~~a~~ contract, by ~~-~~resolution~~to proceed with the work so that at the latest the~~ . ~~w~~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 me 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 N~~n~~otice of A~~a~~ssessment 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

6/1/2015
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: 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 - SECOND 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
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

6/1/2015
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: **Motion Approving Agreements With Storm Lake Cab & RIDES For Transit Services**

BACKGROUND: For the past several years now the City has provided riders of the two taxi services in town (Storm Lake Cab and RIDES) with $1.00 off coupons that can be used to directly reduce the cost of the one way ride within the City limits of Storm Lake. The program has been fairly successful with many people utilizing the tickets.

The program was originally designed around the availability of 7,000 coupons but usage in the first couple of years indicated that the market was closer to 4,000 or 5,000 and the budget was reduced. The budget has allocated for 5,000 tickets the past 4-5 years and we have not exceeded that amount in any of those years. We have always had tickets remaining at the end of the year.

The current tickets are available and good until June 30, 2015. The new tickets, should the Council approve the agreements, will be available to pick up starting on the 20th of June and thru June 30, 2016 or until we run out whichever occurs first. Tickets are available at City Hall during normal business hours.

Both RIDES and Storm Lake Cab have signed the new agreements for Fiscal Year 2015-2016. The agreements are attached to this staff summary for Council's consideration.

FISCAL IMPACT: The total cost of the discount coupon program to the City of Storm Lake is $5,500 which includes a maximum of $5,000 for direct discounts on the cost of a ride and $500 for the advertising and printing of the coupons.

Historically the City has not paid out the maximum cost of the coupons.

RECOMMENDATION: Approve Motion & Authorize Mayor to Sign Agreements

ATTACHMENTS:

	Description	Type
🗋	Storm Lake Taxi Agreement	Contract
🗋	Rides Taxi Agreement	Contract

Agreement

Between the City of Storm Lake and Storm Lake Taxi

This agreement shall be enforce beginning on July 1, 2015 and ending on June 30, 2016 between the City of Storm Lake, hereafter CITY, and Regional Storm Lake Taxi, hereafter TAXI.

The purpose of this agreement shall be to outline the CITY's Discount Coupon Program for riders of the TAXI service in Storm Lake and the agreements made by each party of this agreement for the time frame of July 1, 2015 through June 30, 2016.

NOW THEREFORE, the parties do hereby mutually agree as follows:

The CITY shall institute a Discount Coupon Program to commence beginning July 1, 2015 and running through June 30, 2016, whereby individuals may pick up coupons from City Hall, 620 Erie Street, during normal business hours, excluding holidays. The details of that program shall be as follows:

- Each Discount Coupon shall be worth $1.00 off the current rate of a ride within the city limits of Storm Lake.
- Individuals will have to sign a register when obtaining their tickets and shall be limited to no more than 10 tickets per week.
- Tickets will be individually numbered and of a unique design that shall be difficult to reproduce. A sample copy of the tickets shall be provided to TAXI for the education of the staff.
- Discount Coupons will be marked "Valid Through June 30, 2016" and shall not be accepted after June 30, 2016.
- There shall be a total of 5,000 coupons produced and given out – it is possible with multiple Taxi companies participating that these 5,000 coupons will be dispersed randomly between all the agencies participating

CITY agrees to reimburse TAXI $1.00 for each Discount Coupon they receive and turn back over to the CITY at the quarterly reporting period. Payment shall be made to TAXI within 45 days of receipt of the complete Quarterly Report as indicated in this agreement. Should the CITY receive incomplete or missing information as required by this agreement the CITY shall provide one written notice of such missing information to TAXI within 45 days of the initial receipt of the quarterly report.

CITY agrees to notify TAXI of any changes to the Discount Coupon Program during the term of this agreement.

TAXI agrees to accept the Discount Coupon's as $1.00 toward the current fee from each rider.

TAXI agrees to only accept one ticket per rider per ride (defined as a one way trip from one point to a second point).

TAXI agrees that they will provide the CITY with all the original Discount Coupons received from their passengers.

TAXI agrees that it will supply the CITY with a quarterly report by no later than the following dates:

October 15, 2015 (Reporting Period – July 1, 2015 to September 30, 2015)

January 15, 2016 (Reporting Period – October 1, 2015 to December 31, 2015)

April 15, 2016 (Reporting Period – January 1, 2016 to March 31, 2016)

July 7, 2016 (Reporting Period – April 1, 2016 to June 30, 2016)

TAXI agrees that for each quarterly report date listed above that it will submit the following information:

1. Each ticket received during the reporting period
2. A total number of rides given during the reporting period

TAXI agrees that they shall be an independent contractor with regard to the CITY and this agreement.

TAXI agrees to provide transportation services within the City of Storm Lake and the surrounding area on an on demand basis.

TAXI agrees to comply with all applicable state and federal laws, including but not limited to, Equal Employment Opportunity laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws, and freedom of information laws.

TAXI agrees that they will obtain and maintain a Taxi License issued by the City of Storm Lake under current City Code Requirements for the term of this agreement.

TAXI agrees that they will make available to the CITY an inspection or audit of their financial records if the CITY should so desire at the sole cost of the CITY.

TAXI agrees that they shall accept all risk and indemnify and hold CITY harmless from all loses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness's fees related to loss or damage to property or injury or death of any person arising out of the acts or omissions of the TAXI or its employees or agents.

This agreement contains the entire agreement between the CITY and TAXI. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

Any amendments to this agreement must be in writing and must be mutually agreed by both the CITY and TAXI.

Cancellation of this contract may be effected by either party through written notice to the other party at least 30 days prior to the date of cancellation. Should cancellation of the contract occur a final report

shall be made to the CITY within 15 days of the official cancellation date of the contract. The CITY will make their final payment based on that report.

Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

This agreement is not assignable to any other party without the express written consent of the CITY.

This agreement hereby adopted by both parties and witnessed and dated below.

City of Storm Lake: _____

Jon F. Kruse, Mayor

Attest: _____

Justin Yarosevich, City Clerk

Storm Lake Taxi: _____

Jeff Dewall, Owner

Attest: _____

_____

Agreement

Between the City of Storm Lake and RIDES

This agreement shall be enforce beginning on July 1, 2015 and ending on June 30, 2016 between the City of Storm Lake, hereafter CITY, and RIDES, hereafter TAXI.

The purpose of this agreement shall be to outline the CITY's Discount Coupon Program for riders of the TAXI service in Storm Lake and the agreements made by each party of this agreement for the time frame of July 1, 2015 through June 30, 2016.

NOW THEREFORE, the parties do hereby mutually agree as follows:

The CITY shall institute a Discount Coupon Program to commence beginning July 1, 2015 and running through June 30, 2016, whereby individuals may pick up coupons from City Hall, 620 Erie Street, during normal business hours, excluding holidays. The details of that program shall be as follows:

- Each Discount Coupon shall be worth $1.00 off the current rate of a ride within the city limits of Storm Lake.
- Individuals will have to sign a register when obtaining their tickets and shall be limited to no more than 10 tickets per week.
- Tickets will be individually numbered and of a unique design that shall be difficult to reproduce. A sample copy of the tickets shall be provided to TAXI for the education of the staff.
- Discount Coupons will be marked "Valid Through June 30, 2016" and shall not be accepted after June 30, 2016.
- There shall be a total of 5,000 coupons produced and given out – it is possible with multiple Taxi companies participating that these 5,000 coupons will be dispersed randomly between all the agencies participating

CITY agrees to reimburse TAXI $1.00 for each Discount Coupon they receive and turn back over to the CITY at the quarterly reporting period. Payment shall be made to TAXI within 45 days of receipt of the complete Quarterly Report as indicated in this agreement. Should the CITY receive incomplete or missing information as required by this agreement the CITY shall provide one written notice of such missing information to TAXI within 45 days of the initial receipt of the quarterly report.

CITY agrees to notify TAXI of any changes to the Discount Coupon Program during the term of this agreement.

TAXI agrees to accept the Discount Coupon's as $1.00 toward the current fee from each rider.

TAXI agrees to only accept one ticket per rider per ride (defined as a one way trip from one point to a second point).

TAXI agrees that they will provide the CITY with all the original Discount Coupons received from their passengers.

TAXI agrees that it will supply the CITY with a quarterly report by no later than the following dates:

October 15, 2015 (Reporting Period – July 1, 2015 to September 30, 2015)

January 15, 2016 (Reporting Period – October 1, 2015 to December 31, 2015)

April 15, 2016 (Reporting Period – January 1, 2016 to March 31, 2016)

July 7, 2016 (Reporting Period – April 1, 2016 to June 30, 2016)

TAXI agrees that for each quarterly report date listed above that it will submit the following information:

1. Each ticket received during the reporting period
2. A total number of rides given during the reporting period

TAXI agrees that they shall be an independent contractor with regard to the CITY and this agreement.

TAXI agrees to provide transportation services within the City of Storm Lake and the surrounding area on an on demand basis.

TAXI agrees to comply with all applicable state and federal laws, including but not limited to, Equal Employment Opportunity laws, nondiscrimination laws, traffic laws, motor vehicle equipment laws, confidentiality laws, and freedom of information laws.

TAXI agrees that they will obtain and maintain a Taxi License issued by the City of Storm Lake under current City Code Requirements for the term of this agreement.

TAXI agrees that they will make available to the CITY an inspection or audit of their financial records if the CITY should so desire at the sole cost of the CITY.

TAXI agrees that they shall accept all risk and indemnify and hold CITY harmless from all loses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney's and witness's fees related to loss or damage to property or injury or death of any person arising out of the acts or omissions of the TAXI or its employees or agents.

This agreement contains the entire agreement between the CITY and TAXI. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

Any amendments to this agreement must be in writing and must be mutually agreed by both the CITY and TAXI.

Cancellation of this contract may be effected by either party through written notice to the other party at least 30 days prior to the date of cancellation. Should cancellation of the contract occur a final report

shall be made to the CITY within 15 days of the official cancellation date of the contract. The CITY will make their final payment based on that report.

Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

This agreement is not assignable to any other party without the express written consent of the CITY.

This agreement hereby adopted by both parties and witnessed and dated below.

City of Storm Lake: _____

Jon F. Kruse, Mayor

Attest: _____

Justin Yarosevich, City Clerk

RIDES: _____

Hugh Lively, Director

Attest: _____

Staff Summary

6/1/2015
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 Approving Lease Agreement For Spoil Site Land**

BACKGROUND: The City of Storm Lake owns land to the East of the Sunrise Pointe Golf Course that was previously leased to the LIC for $1.00 per year for the construction of the spoil site as well as the management of the site. That lease had a hard termination date in it as of February 28th, 2013 and staff failed to remember to have the lease renewed.

The lease was for the entire area and any land that wasn't used for construction of the spoil site was then sub-leased by the LIC to a local farmer for farming practices. There was one amendment to the lease to remove land that the City sold to the Honda Shop in 2011.

The City is now moving forward with the Expansion Blvd Storm Water Project of which a small portion of the project will be constructed on the land that was originally included in the lease agreement between the City and the LIC. This land, once the storm water facility is constructed, will no longer be suitable for growing crops and the City should retain ownership and control of this area to protect the infrastructure developed as part of the lease. Thus another revised lease needs to executed to exclude the land.

Attached to this staff summary is a new lease between the City and the LIC. The lease was drawn up by City Attorney Phil Havens and has been forwarded to Gary Armstrong, LIC Attorney, for review and comments. The Lake Improvement Commission reviewed and approved the Lease agreement at their meeting on May 26th, 2015.

The lease is retroactive to March 1, 2013 to cover the time period in which the old lease expired and will terminate on February 28,

2016. The lease includes an automatic renewal option annually until terminated.

Additionally, the lease includes exclusions for the areas that the City has previously sold to the Honda Shop and the area that is now included in the storm water project.

FISCAL IMPACT: The fiscal impact of the agenda item is the cost of having the City's Attorney draft the easement which is estimated at $1,500.

The City will realize revenue on an annual basis of $1.00 for the lease.

RECOMMENDATION: Approve Motion Approving Lease and Authorizing the Mayor and City Clerk to Sign

ATTACHMENTS:

	Description	Type
🗋	LIC Lease	Lease

LEASE

This Agreement is entered into this _____ day of _____, 2015, between the City of Storm Lake, Iowa, hereinafter referred to as "Lessor", and the Lake Improvement Commission, hereinafter referred to as "Lessee".

RECITALS

A. Lessee desires to obtain a lease to certain real property owned by Lessor, legally described as set forth on Exhibit "A" attached hereto and incorporated by reference.

B. Lessor is willing to enter into an agreement to lease the above-described real estate for the purposes and uses outlined in this agreement.

In consideration of the matters described above and the mutual benefits and obligations set forth in this agreement and other good and valuable considerations, the parties agree as follows:

PART I.

LEASE

1. TERM OF LEASE.

The lease agreement shall be deemed to have commenced on March 1, 2013, and shall end February 28, 2016. Unless either party gives notice to the other party by January 1, 2016, or, in the case of any one-year extension of the lease, by January 1 of the final year of that one-year extension of the lease term, that the lease will terminate at the end of the lease term or the end of any one-year extension of the Lease, as the case may be, the lease shall renew automatically for a one-year period

on the same terms and conditions as are in effect at the end of the original Lease term or the end of the previous one-year extension, as the case may be, except as otherwise agreed by the parties in writing.

2. RENTAL.

The Lessee shall pay an annual rent of $1.00 on the date the lease is executed and an identical payment on March 1 for each succeeding year that this lease is in effect.

3. USE OF PREMISES.

A. Purpose. Lessee shall use these premises for the purpose of providing a dredge spoil site for the dredging of the lake of Storm Lake. Sediment and dredge materials will be deposited on the spoil site in a manner designed to utilize the desired containment site in the most effective manner determined by Lessee.

B. Improvements. The Lessee shall have the right to erect structures on the subject property of any kind that are necessary for the dredging operation.

C. Site Preparation, Earth Movement And Maintenance.

1. Lessee shall prepare and maintain the leased premises as a dredge spoil site. This shall include but not be limited to:

(A) Engineering of dikes;

(B) Construction of dikes (including but not limited to: top soil transfer, dike construction, erosion control, soil quality control and outlet structures);

(C) Obtaining any and all necessary permits, licenses and other similar authorizations from any and all governmental bodies necessary for the usage of the dredge spoil site, other than those that only the Lessor as a landowner can obtain. Those, however, shall be obtained with the assistance of

Lessee and at Lessee's expense.

(D) During the term of the lease, the Lessee shall be responsible for the maintenance of the lease premises and shall be responsible for the inflow of dredge spoil from the lake and the outflow of return water to the lake.

(E) If and to the extent that the entire farm is not required as a dredge spoil site, Lessee may farm the unused portion or may lease the unused portion to a subtenant so that it may be farmed. Beginning in the year 2014 and each year thereafter, Lessee shall notify Lessor not later than January 20 of the amount, if any, of the farm land which is to be farmed for the coming crop year so that Lessor may in turn certify to the Buena Vista County Assessor the amount of such farm that is not being devoted to the dredge spoil site. Any rents and profits generated by farming the unused portion of Lessor's farm shall be the property of the Lessee, but Lessee shall be responsible for remitting to Lessor an amount equal to the real estate taxes which are due and payable with respect to the farm beginning in the year 2015 through and including the year next following the last full year that Lessee leases this real estate from Lessor.

D. Restoration.

1. All structures shall be removed at the expense of Lessee prior to the termination of this lease or an extension thereof.

2. Prior to termination of this lease or any extension thereof, Lessee shall contour and grade the subject property so as to remove and level dikes and, in general, leave the premises in a condition suitable for farming. In this connection, it is understood and agreed that the Lessee has no control of what is contained in the sediment and dredge materials and the parties acknowledge that the contents may be light and porous and may not fully firm up for a period of years. Lessee will use its best

efforts to fill the site in the best manner possible, but shall not be responsible for the condition of the soil when returned to the Lessor upon the termination of this lease.

3. Lessee shall take such precautions necessary to protect all known tile located on the leased premises as advised by any public records or made known to the Lessee by Lessor. Lessee further agrees that if it shall damage the present tile lines which drain the groundwater across the leased premises, it will repair or replace all such damaged tile.

4. WARRANTIES OF TITLE AND QUIET POSSESSION.

Lessor covenants that Lessor is seized of the subject property in fee simple and has full right to make and enter into this lease, and that Lessee shall have quiet and peaceful possession of the subject property during the term of this lease agreement.

5. INDEMNIFICATION.

Lessor shall not be liable for any loss, injury, death or damages to persons or property that at any time may be suffered or sustained by Lessee or any person who may at any time be using or occupying or visiting the demised premises or be in, on, or about the demised premises whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of Lessee or any occupant, subtenant, visitor or user of any portion of the subject property or shall result from or be caused by any other matters or thing whatever of the same kind as or of a different kind than the matters of things set forth above. The Lessee shall indemnify the Lessor against any and all claims, liability, loss or damage whatever on account of such loss, injury, death or damage. The Lessee waives all claims against Lessor for damages to the improvements that are now or hereafter placed or built on the premises and to the property of Lessee in, on or about the premises, and for injuries to persons or property in or about the premises for any

cause arising at any time.

6. INSURANCE.

As long as this lease agreement remains in effect, Lessee at its own expense shall maintain or cause to be maintained comprehensive liability insurance applicable to the subject property and the improvements with limits of liability of not less than $1,000,000.00 per person and $1,000,000.00 per occurrence for injury to persons, including death resulting from same, and $1,000,000.00 per occurrence for damages to property of others.

7. DEFAULT.

If Lessee shall default in the observance or performance of any of Lessee's other convents, agreements or obligations under this lease agreement, and if Lessor shall give Lessee notice in writing of such default and Lessee shall fail to cure such default within sixty (60) days of giving of the notice, or if such other default is of such a character as to require more than sixty (60) days within which to cure the same and Lessee shall fail to use reasonable diligence in curing the default, then in such event, 1) Lessor may at its option in curing the default, at the cost and expense of Lessee, and all sums so expended by Lessor shall be deemed to be additional rent and on demand shall be paid by Lessee on the day in which the next rent payment under this agreement shall be due and payable ; and 2) Lessor at its option may declare a forfeiture of this agreement and may then reenter in the possession of the subject property and improvements and remove all persons from the same and collect all rents owing, together with any costs, expenses or damages incurred or suffered as a result of such default, which sums shall then become immediately due and payable. No right or remedy conferred in this agreement on Lessor is intend to be exclusive of any other right or remedy, and each right and remedy shall be cumulative in addition to any other right or remedy given under

this lease agreement.

PART II.

GENERAL PROVISIONS

1. GOVERNING LAW.

It is agreed this lease shall be governed by and construed in its force in accordance with the laws of the State of Iowa.

2. ENTIRE AGREEMENT.

This agreement shall constitute an entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

3. MODIFICATION OF AGREEMENT.

Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

4. NOTICES.

All notices, demands or other writings in this agreement provided to be given or made or sent, or which may be given or made or sent by either party to the other party, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

To Lessee: Lake Improvement Commission
Att: James Patrick, City Manager
City Hall
620 Erie Street
Storm Lake, IA 50588

and

Gary W. Armstrong
316 East Sixth Street
Storm Lake, IA 50588

To Lessor: City of Storm Lake
Att: City Manager
City Hall
620 Erie Street
Storm Lake, IA 50588

and

Philip E. Havens
716 Lake Avenue
Storm Lake, IA 50588

and/or to such other persons or places as either of the parties may hereafter designate in writing. All such notices shall be effective when received. Mailed notices shall be considered received forty-eight (48) hours after the same are deposited in the United States mail.

5. ADDITIONAL DOCUMENTS.

The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this agreement.

6. AGENTS, EMPLOYEES AND CONTRACTORS.

Whenever Lessee is referred to in this agreement, said reference shall include all agents, employees, contractors and subcontractors of Lessee.

7. BINDING.

This agreement shall be binding and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, the undersigned have executed this agreement.

LAKE IMPROVEMENT COMMISSION

By:_____
Gary Lalone, Chairman

CITY OF STORM LAKE, IOWA

By:_____
Mayor Jon F. Kruse

ATTEST:

_____
Justin Yarosevich, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 2015, by Gary Lalone, as Chairperson of the Lake Improvement Commission.

_____
Notary Public in and for said State

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me this ____ 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 said State

EXHIBIT “A”

The Northwest Quarter (NW¼) of Section Twelve (12), Township Ninety (90) north, Range Thirty-Seven (37) West of the 5th P.M., Buena Vista County, Iowa excepting therefrom the following described 2.67 acre parcel: Beginning at the Northwest corner of said Section Twelve (12); thence South 1º29½’ East 322.4 Feet along the west line of the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of said Section Twelve (12); thence North 46º47' East 320.2 Feet; thence North 89º 04' East 334.0 Feet; thence North 84º46.5' East 401.1 Feet; thence North 0º56'West 61.1 Feet to a point on the North line of the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of said Section Twelve (12); thence due West 974.1 Feet along the North line of the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of said Section Twelve (12) to the point of beginning, Buena Vista, Iowa

And Excepting

A tract of land located in the Northwest Quarter of the Northwest Quarter (NW¼NW¼) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., within the corporate limits of the City of Storm Lake, Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the Northwest (NW) Corner of the Northwest Quarter (NW¼) of said Section 12; thence South 00º31'15" West, along the West line of said Northwest Quarter (NW¼), 456.10 Feet to the Point of Beginning; thence North 48º56'04" East, 420.02 Feet; thence South 88º39'43" East, 257.77 Feet; thence South 88º18'06" East, 335.97 Feet; thence South 00º31'15" West, 249.70 Feet; thence along the arc of a 206.72 foot radius curve concave southeasterly, 195.98 Feet, said curve having a chord which bears South 61º18'40" West, for 188.72 Feet; thence South 34º09'04" West, 443.09 Feet; thence along the arc of a 250.46 foot radius curve concave easterly, 166.95 Feet, said curve having a chord which bears South 15º03'18" West, for 163.88 Feet; thence North 88º00'11" West, 456.70 Feet to the West line of said Northwest Quarter (NW¼); thence North 00º31'15" East, along said West line, 589.40 Feet to the point of beginning

And Also Excepting

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE¼ NW¼) OF SECTION 12, TOWNSHIP 90 NORTH, RANGE 37 WEST OF THE 5TH P.M., WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) corner of the Northwest Quarter (NW1/4) of said Section 12; Thence South 01º08’55” West, to the South line of Iowa Hwy. No. 7; Thence South 00º53’56” West, along the East line of said Northwest Quarter (NW¼), 124.20 feet; Thence South 72º24’41” West, 394.32 feet; Thence North 59º56’32” West, 301.81 feet; Thence North 00º21’44” West, 103.00 feet to the South line of said Iowa Hwy. No. 7; Thence North 89 º35’57” East, along said South line,

120.90 feet; Thence continuing along said South line, South 88º42’48” East, 518.94 feet to the Point of Beginning.

This second exception contains 2.7 acres and is subject to all easements of record.

Staff Summary

6/1/2015
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. 146-R-2014-2015 Approving Change Order #2 To Housing Rehabilitation Project 2014-2**

BACKGROUND: The first project for the 2014 Housing Rehab Grant on the City's east side is now complete and the final inspection and punch list items have been resolved. The contractor did experience issues with weather that resulted in the project extending beyond the contractual completion date which was included in the original contract.

The proposed change order will adjust the original contract completion date and for a change in pricing as follows. The contract is being extended by a total of 47 days making the completion date on the project May 31, 2015. In addition, the contract is being decreased by $1,323.28 the cost of the insulation that was included in the bid but was not needed after work began on the project.

The property owner, grant administrator, and city staff have all reviewed the Change Order and find it to be in order.

FISCAL IMPACT: The Change Order is for a decrease of $1,323.28 bringing the total contract price to $24,173.63.

RECOMMENDATION: Adopt Resolution No.146-R-2014-2015

ATTACHMENTS:

	Description	Type
🗋	Resolution No. 146-R-2014-2015	Resolution
🗋	Change Order #2	Change Order

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

REQUEST FOR CHANGE ORDER - NO. 2

PROJECT

Owner: _____ Contractor: K & M Construction
Address: _____ Address: 725 E. Lakeshore Drive
Storm Lake IA 50588 Storm Lake IA 50588

TYPE OF REQUEST

X TIME EXTENSION
X CHANGE IN SPECS
X DECREASE IN CONTRACT AMOUNT $1,323.28

REASON FOR REQUEST: Original close-out date was April 15, 2015. An extension was granted to May 31, 2015.
It was not necessary to blow more insulation in side walls. Deduct ($1,323.28).

Adjusted Contract Amount	$ 25,496.91
Decrease Amount	$ 1,323.28
Adjusted Contract Amount	$ 24,173.63

Inspector's Signature: _____ Date: _____

COPY

Contractor's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

COPY

City Signature: _____ Date: _____

Staff Summary

6/1/2015
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. 147-R-2014-2015 Final Approval Housing Project 2014-2**

BACKGROUND: Work on the first of 12 homes in the City's current Housing Rehabilitation Grant is now complete and all punch list items have been completed. The project did have two change orders one for the addition of a siding in a color other than white (approved on March 16, 2015) and one for a time extension (approved earlier on this agenda).

The homeowner, grant administrator, and City staff have all approved the work and the project is ready for final acceptance and payment. This resolution will approve the final acceptance on this project.

FISCAL IMPACT: The total cost of this project after Change Order #1 and #2 is $24,173.63.

There was a homeowner contribution on the project for the change in color on the siding which was a total of $525.00. This has been received by the City.

The cost of the project is covered through the grant from the State of Iowa.

RECOMMENDATION: Adopt Resolution No. 147-R-2014-2015

ATTACHMENTS:

Description	Type
Resolution No. 147-R-2014-2015	Resolution

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

Staff Summary

6/1/2015
Agenda Item # 18.

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: Ron Jacobsen, Wastewater Plant Superintendent

SUBJECT: **Resolution No. 148-R-2014-2015 Accepting & Awarding Bids On The Wastewater Treatment Plant HVAC Bids**

BACKGROUND: At the May 4th council meeting, council approved to solicit bids for the replacement of the Wastewater Plant's HVAC system.

The City held a bid letting on the project on the project on Tuesday, May 26th at 2:00PM. Two bids were received as follows:

Control System Specialists - $67,079.50
Holstein Electric - $59,225.00

The Engineer's estimate for the project was $60,000.

FISCAL IMPACT: The City allocated $55,000 in the City's previous 5-Year Capital Improvements Plan but that amount was removed during the FY 2016 Budget so that we could get a better understanding of the actual cost.

The intent was to fund the project out of Depreciation Reserves and to move forward as the existing system was not viable. Thus the cost of the project plus engineering (previously approved) of $6,750 will be funded from the Wastewater Depreciation Fund. Total cost is estimated at $65,975.

City staff is working with Mid American Energy on an energy rebate that will apply to this project as well and should provide some revenue to the project and lessen the impact to the Depreciation Reserve Fund.

RECOMMENDATION: Approve Resolution No. 148-R-2014-2015

ATTACHMENTS:

Description	Type
HVAC Quotes	Letter
Resolution No. 148-R-2014-2015	Resolution

VEENSTRA & KIMM, INC.
3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

May 27, 2015

James H. Patrick
City Manager
City of Storm Lake
620 Erie Street
P.O. Box 1086
Storm Lake, Iowa 50588-1086

STORM LAKE, IOWA
WASTEWATER TREATMENT PLANT CONTROL BUILDING HVAC SYSTEM
COMPETITIVE QUOTATIONS
RECOMMENDATION TO AWARD CONTRACT

The City of Storm Lake received competitive quotations until 2:00 P.M. on May 26, 2015 for the Wastewater Treatment Plant Control Building HVAC System project. A total of four contractors were invited to submit quotations. The contractors invited to submit quotations included the following:

Control System Specialist, LC
Holstein Electric, LTD.
Keller Plumber & Heating
Copper Cottage

Of the four contractors invited to submit quotations, the City of Storm Lake received the following quotations:

Control System Specialist, LC	$67,000
Holstein Electric, LTD.	$59,225

The low quotation was received from Holstein Electric, LTD of Holstein, Iowa in the amount of $59,225.

The engineer's estimate of cost for the construction of the project was $60,000. The low quotation submitted by Holstein Electric, LTD was 1.29% below the engineer's estimate.

Holstein Electric, LTD has performed work for the City of Storm Lake, including work at the wastewater treatment plant. Holstein Electric, LTD has the experience and qualifications to install the HVAC system improvements included in the project.

If the City of Storm Lake wishes to proceed with the project Veenstra & Kimm, Inc. would recommend award of contract to Holstein Electric, LTD in the amount of $59,225 based on the quotation received on May 26, 2015.

If you have any questions or comments concerning the project, please contact the writer at 800-241-8000.

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:pjh
35658

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 l. 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

Staff Summary

6/1/2015
Agenda Item # 19.

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 The Purchase Of Land & Easements For North Central Storm Water Project**

BACKGROUND: City staff has spent the last several months working with three primary property owners to acquire land purchase, permanent easements, and temporary construction easements for the North Central Storm Water Project. As of last week staff had reached an agreement with all three of the property owners contingent upon the Council's review and approval. This staff summary presents all three tentative agreements which staff will outline separately below:

Gutz Family Land
The City is acquiring land as a purchase and temporary (Construction) easements from the Gutz family. The City is acquiring 1.82 Acres of temporary easement and 3.57 Acres of land acquisition.

Geisinger Family Trust
The City is acquiring both permanent and temporary (Construction) easements from the Geisinger Family Trust. The Permanent Easement area is equal to 0.79 Acres and the Temporary Easement is equal to 0.40 Acres and a 30 by 100 foot area.

McKenna Family
The City is acquiring both permanent and temporary (Construction) easements from the McKenna Family. There is 1.74 acres of temporary easement and 1.16 acres of permanent easement included in this purchase.

FISCAL IMPACT: The total cost of all the easements and land purchases is a total of $114,070.00.

While the costs are high many of the property owners referenced the current negotiations happening in regards to the oil pipeline project and also to other land purchases that the City of Storm

Lake made in the recent past including land purchases for the Expansion Blvd. Storm Water Project.

The City did look at alternative options for the location of the pipeline and while the options were available they were more expensive than the amounts of money tentatively agreed to here, pending Council's approval.

RECOMMENDATION: Approve Motion

Staff Summary

6/1/2015
Agenda Item # 20.

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. 149-R-2014-2015 Accepting & Awarding Bids On North Central Storm Water Project**

BACKGROUND: The City has been working toward the construction of a storm water project in the North Central portion of the community, this would be for the area north of the high school from Spooner Street to Geisinger St.

The project was bid on Wednesday, April 29th at which time the City received one bid on the project as follows:

H&W Contracting - $2,790,031.05

The bid was approximately $800,000 over the budgeted figure for construction and was 16% over the engineer's latest estimate on the project. After a thorough review of the bid submitted the major change was in the mobilization line item which is attributable to the contractor's knowledge of the area (he has done work in that area as recently as this spring on the FEMA Project) and his prediction that dewatering will be needed for construction of the NC SW Facilities.

While staff is not excited to see the high bids the timeframe for construction on the project is getting smaller based on the grant funding in place for the project and it is unlikely that we will get significantly better bids by rebidding the project at a later date.

Staff and the project engineer will work with the contractor to develop a cost savings change order that can be presented to the City Council in the next few weeks. The contract includes the addition of both alternates which are for plantings and shrubs. These two alternates will be change ordered out as staff believes that we can accomplish the same end result with less cost using city staff and volunteers.

FISCAL IMPACT: The total cost of the project is now estimated at $3,479,405.05 broken out as follows:

Engineering - $255,300
Construction - $2,790,031.05
Legal/Admin - $30,000
Land Acquisition - $140,234
Other Project Cost - $193,840 (Includes Model Water Quality Project and 10th and Russell Intersection which is not yet bid)
Contingency - $70,000

To pay for the project the City has the following funding sources:
CDBG Grant - $600,000
CDBG Grant #2 - $75,000 (Model Water Quality Piece)
State Sales Tax Bonds - $1,178,678
Storm Water Depr. Reserve Cash - $177,295
Storm Water Revenue Bonds - $602,028
Storm Water Fund Cash - $50,000
GO Bond Issue - $1,000,000

RECOMMENDATION: Adopt Resolution No. 149-R-2014-2015

ATTACHMENTS:

Description	Type
Bid Tabulation	Backup Material
Engineer Letter Recommendation	Letter
Resolution No. 149-R-2014-2015	Resolution

City of Storm Lake
North Central Storm Water
Storm Lake, IA

Bolton & Menk, Inc.
Spencer, Iowa

TABULATION OF BIDS
April 29, 2015 @ 10:00 AM

Line No.	Description	Unit	Quantity	Engineer's Estimate		H & W Contracting, LLC Sioux Falls, SD	
				Unit Price	Amount	Unit Price	Amount
1	TRAFFIC CONTROL	LS	1	$10,000.00	$10,000.00	$6,000.00	$6,000.00
2	MOBILIZATION	LS	1	$165,000.00	$165,000.00	$462,500.00	$462,500.00
3	CLEARING AND GRUBBING	ACRE	3.6	$10,000.00	$36,000.00	$30,000.00	$108,000.00
4	EXCAVATION, CLASS 13	CY	63495	$7.00	$444,465.00	$7.00	$444,465.00
5	BASE, CLASS A ROADSTONE	TON	250	$30.00	$7,500.00	$28.50	$7,125.00
6	SUBBASE, 0207 3" BALLAST STONE	TON	700	$35.00	$24,500.00	$28.50	$19,950.00
7	EXPLORATORY EXCAVATION, UTILITY POTHOLE	EA	10	$250.00	$2,500.00	$200.00	$2,000.00
8	TRENCH FOUNDATION	TON	200	$40.00	$8,000.00	$30.00	$6,000.00
9	SANITARY SEWER GRAVITY MAIN, REPAIR 8" AND LARGER	LF	50	$100.00	$5,000.00	$67.00	$3,350.00
10	SANITARY SEWER SERVICE RELOCATION, 4" TO 6"	LF	50	$100.00	$5,000.00	$68.00	$3,400.00
11	STORM SEWER, TRENCHED, PVC SDR 26, 8"	LF	526	$30.00	$15,780.00	$46.00	$24,196.00
12	STORM SEWER, TRENCHED, RCP CLASS V, 12"	LF	191	$45.00	$8,595.00	$55.00	$10,505.00
13	STORM SEWER, TRENCHED, RCP CLASS IV, 15"	LF	360	$50.00	$18,000.00	$57.00	$20,520.00
14	STORM SEWER, TRENCHED, RCP CLASS III, 24"	LF	1363	$65.00	$88,595.00	$71.00	$96,773.00
15	STORM SEWER, TRENCHED, RCP CLASS III, 27"	LF	324	$70.00	$22,680.00	$80.00	$25,920.00
16	STORM SEWER, TRENCHED, RCP CLASS IV, 30"	LF	4478	$70.00	$313,460.00	$95.10	$425,857.80
17	STORM SEWER, TRENCHED, RCP CLASS III, 36"	LF	422	$90.00	$37,980.00	$115.00	$48,530.00
18	STORM SEWER, TRENCHED, RCP CLASS IV, 48"	LF	1196	$120.00	$143,520.00	$193.00	$230,828.00
19	STORM SEWER, JACK & AUGER, 27", 3/8" THICK	LF	200	$350.00	$70,000.00	$350.00	$70,000.00
20	STORM SEWER, JACK & AUGER, 30", 3/8" THICK	LF	150	$400.00	$60,000.00	$350.00	$52,500.00
21	TEMPORARY STORM SEWER	LS	1	$2,000.00	$2,000.00	$57,500.00	$57,500.00
22	PIPE APRON, RCP, 12"	EA	3	$1,300.00	$3,900.00	$800.00	$2,400.00
23	PIPE APRON, RCP, 15"	EA	1	$1,600.00	$1,600.00	$870.00	$870.00
24	PIPE APRON, RCP, 24"	EA	1	$2,000.00	$2,000.00	$1,100.00	$1,100.00
25	PIPE APRON, RCP, 27"	EA	1	$2,200.00	$2,200.00	$1,375.00	$1,375.00
26	PIPE APRON, RCP, 30"	EA	2	$2,500.00	$5,000.00	$1,700.00	$3,400.00
27	PIPE APRON, RCP, 36"	EA	1	$3,000.00	$3,000.00	$2,200.00	$2,200.00
28	PIPE APRON, RCP, 48"	EA	1	$4,000.00	$4,000.00	$3,000.00	$3,000.00
29	SUBDRAIN, A-2000 PERFORATED, 6"	LF	700	$25.00	$17,500.00	$17.00	$11,900.00
30	SUBDRAIN, A-2000 PERFORATED, 8"	LF	1480	$30.00	$44,400.00	$20.00	$29,600.00
31	FIELD TILE REPAIR	LF	500	$40.00	$20,000.00	$15.00	$7,500.00
32	FIELD TILE CONNECTION	EA	25	$250.00	$6,250.00	$400.00	$10,000.00
33	WATER MAIN, TRENCHED, C-900, VARYING SIZE	LF	100	$100.00	$10,000.00	$70.00	$7,000.00
34	WATER SERVICE REPAIR	EA	5	$500.00	$2,500.00	$700.00	$3,500.00
35	FIRE HYDRANT ASSEMBLY	EA	1	$3,000.00	$3,000.00	$4,315.00	$4,315.00
36	MANHOLE, STORM, TYPE SW-401, 48"	EA	6	$3,000.00	$18,000.00	$2,650.00	$15,900.00
37	MANHOLE, STORM, TYPE SW-401, 60"	EA	3	$5,000.00	$15,000.00	$4,450.00	$13,350.00
38	MANHOLE, STORM, TYPE SW-404, 84"	EA	1	$10,000.00	$10,000.00	$14,600.00	$14,600.00
39	MANHOLE, STORM, TYPE SW-405, STANDARD TEE, 48"	EA	3	$4,500.00	$13,500.00	$6,500.00	$19,500.00
40	MANHOLE, STORM, TYPE SW-405, COMPOSITE TEE,	EA	5	$5,000.00	$25,000.00	$1,500.00	$7,500.00
41	MANHOLE, STORM, TYPE SW-405, COMPOSITE TEE,	EA	11	$5,000.00	$55,000.00	$2,000.00	$22,000.00
42	MANHOLE, STORM, TYPE SW-405, COMPOSITE TEE,	EA	3	$6,000.00	$18,000.00	$2,200.00	$6,600.00
43	INTAKE, TYPE SW-501	EA	3	$3,000.00	$9,000.00	$1,750.00	$5,250.00
44	INTAKE, TYPE SW-512, SPECIAL	EA	1	$3,500.00	$3,500.00	$2,200.00	$2,200.00
45	INTAKE, TYPE SW-512, 24"	EA	4	$3,000.00	$12,000.00	$1,000.00	$4,000.00
46	INTAKE, TYPE SW-513 - 72"x36"	EA	1	$6,000.00	$6,000.00	$3,700.00	$3,700.00
47	INTAKE, NYLOPLAST DRAIN BASIN, 12"	EA	3	$1,500.00	$4,500.00	$1,100.00	$3,300.00
48	REMOVE MANHOLE	EA	5	$750.00	$3,750.00	$550.00	$2,750.00
49	RAIN GUARDIAN STRUCTURE	EA	3	$3,500.00	$10,500.00	$3,000.00	$9,000.00
50	REMOVAL OF SIDEWALK	SY	40	$15.00	$600.00	$10.00	$400.00
51	REMOVAL OF DRIVEWAY	SY	105	$15.00	$1,575.00	$10.00	$1,050.00
52	SIDEWALK, PCC,4"	SY	110	$50.00	$5,500.00	$66.00	$7,260.00
53	DETECTABLE WARNING	SF	32	$50.00	$1,600.00	$46.50	$1,488.00
54	DRIVEWAY, PAVED, PCC, 6"	SY	105	$55.00	$5,775.00	$57.50	$6,037.50
55	FULL DEPTH PATCHES	SY	610	$75.00	$45,750.00	$104.50	$63,745.00
56	PAVEMENT REMOVAL	SY	610	$15.00	$9,150.00	$18.00	$10,980.00
57	PCC FLUME AT RAIN GARDENS	EA	8	$300.00	$2,400.00	$600.00	$4,800.00
58	CONVENTIONAL SEEDING, FERTILIZING - MIX 1	AC	3	$3,000.00	$9,000.00	$2,695.00	$8,085.00
59	CONVENTIONAL SEEDING, FERTILIZING - MIX 2	AC	10	$5,000.00	$50,000.00	$1,375.00	$13,750.00
60	CONVENTIONAL SEEDING, FERTILIZING - MIX 3	AC	4	$5,000.00	$20,000.00	$1,375.00	$5,500.00
61	CONVENTIONAL SEEDING, FERTILIZING - MIX 4	AC	3	$5,000.00	$15,000.00	$1,300.00	$3,900.00
62	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING - MIX 5	AC	6	$3,000.00	$18,000.00	$1,600.00	$9,600.00
63	2-YR VEGETATION ESTABLISHMENT AND MAINTENANCE WARRANTY	LS	1	$50,000.00	$50,000.00	$20,350.00	$20,350.00
64	SWPPP PREPARATION	LS	1	$1,500.00	$1,500.00	$2,750.00	$2,750.00
65	SWPPP MANAGEMENT	LS	1	$10,000.00	$10,000.00	$14,050.00	$14,050.00
66	SWPPP QUALIFYING RAINFALL EVENT INSPECTION	EA	30	$250.00	$7,500.00	$110.00	$3,300.00
67	FILTER SOCK	LF	1000	$4.50	$4,500.00	$5.25	$5,250.00
68	TEMPORARY RECP, TYPE 3.B (12-24 MONTH)	SY	20000	$3.50	$70,000.00	$1.90	$38,000.00
69	ROCK CHECK DAM	TON	50	$75.00	$3,750.00	$35.00	$1,750.00
70	RIP RAP, CLASS E	TON	455	$50.00	$22,750.00	$37.00	$16,835.00
71	SILT FENCE	LF	3500	$3.00	$10,500.00	$4.15	$14,525.00
72	STABILIZED CONSTRUCTION ENTRANCE	EA	2	$2,000.00	$4,000.00	$750.00	$1,500.00
73	HYDROMULCH - BONDED FIBER MATRIX	AC	16	$3,500.00	$56,000.00	$3,250.00	$52,000.00
74	TRM (TURF REINFORCEMENT MATS), TYPE 2	SQ	400	$70.00	$28,000.00	$38.50	$15,400.00
75	INLET PROTECTION DEVICE	EA	50	$250.00	$12,500.00	$170.50	$8,525.00
76	BIOFILTRATION AGGREGATE	CY	550	$45.00	$24,750.00	$60.00	$33,000.00
77	ENGINEERED SOIL MIX	CY	700	$50.00	$35,000.00	$50.00	$35,000.00
78	GABION BASKET FILTRATION WALL	LS	1	$25,000.00	$25,000.00	$12,000.00	$12,000.00
79	REMOVAL OF FENCE	LF	439	$7.00	$3,073.00	$5.00	$2,195.00
80	FRENCH DRAIN	CY	150	$80.00	$12,000.00	$60.00	$9,000.00
				SUBTOTAL	**$2,382,848.00**		**$2,765,755.30**
A-1	PLANTS, PERENNIAL - 1 GALLON	EA	743	$20.00	$14,860.00	$30.25	$22,475.75
A-2	PLANTS, SHRUBS - 5 GALLON	EA	18	$65.00	$1,170.00	$100.00	$1,800.00
	TOTAL BASE BID				**$2,398,878.00**		**$2,790,031.05**

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
218 11th St SW Plaza • Spencer, IA 51301
Phone (712) 580-5075
www.bolton-menk.com

May 22, 2015

Mr. Justin Yarosevich
Assistant City Administrator
City of Storm Lake
620 Erie Street
Storm Lake, Iowa 50588

RE: North Central Storm Water
City of Storm Lake, Iowa
Project No.: P11.106745

Dear Justin,

One bid was received on April 29, 2015 for the North Central Storm Water project for the City of Storm Lake. I have enclosed one copy of the tabulation of the bid received.

The bid received is as follows:

H & W Contracting, LLC – Sioux Falls, SD	$2,790,031.05

The bid from H & W Contracting, LLC is approximately 16% above the Engineer's Estimated Project Construction Cost of $2,398,878.00. H & W Contracting, LLC of Sioux Falls, SD has the experience and capability to complete the project in a competent and timely manner.

We have reviewed the bidder's prices relative to the engineer's estimate and also for errors or omissions and find no discrepancies that would prohibit the low bid from being accepted. Therefore, we recommend the City of Storm Lake award this project to H & W Contracting, LLC.

If you have any questions, please feel free to contact us at your convenience.

Sincerely,

BOLTON & MENK, INC.

Neil Guess, P.E.

Encl.

DESIGNING FOR A BETTER TOMORROW
Bolton & Menk is an equal opportunity employer

RESOLUTION NO. 149-R-2014-2015

RESOLUTION ACCEPTING AND AWARDING 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 l. 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

Staff Summary

6/1/2015
Agenda Item # 21.

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. 150-R-2014-2015 Award Contract On North Central Storm Water Project**

BACKGROUND: Following the acceptance of the bids and the award of bids the City must approve the contract with H&W Contracting. H&W has executed copies of the agreement and provided the City with the bonds and required insurance documents for the project.

H&W is prepared to begin the project immediately with a goal of getting a good portion of the project completed so that fall seeding may take place to prevent erosion and run off from the project site. This immediate start will also help to ensure that we can get in and out of the fields where we have easements to minimize the disruption to the resident farmers.

The contract is our standard construction contract that has been used on other projects that Bolton and Menk has been the engineer.

The contract does include both alternates that were included with the bid but staff expects that the first change order will include a deduct to take these out of the contract. That change order should be available in the next couple of weeks for Council consideration.

FISCAL IMPACT: The total cost of the project is now estimated at $3,479,405.05 broken out as follows:

Engineering - $255,300
Construction - $2,790,031.05
Legal/Admin - $30,000
Land Acquisition - $140,234
Other Project Cost - $193,840 (Includes Model Water Quality Project and 10th and Russell Intersection which is not yet bid)
Contingency - $70,000

To pay for the project the City has the following funding sources:
CDBG Grant - $600,000

CDBG Grant #2 - $75,000 (Model Water Quality Piece)
State Sales Tax Bonds - $1,178,678
Storm Water Depr. Reserve Cash - $177,295
Storm Water Revenue Bonds - $602,028
Storm Water Fund Cash - $50,000
GO Bond Issue - $1,000,000

RECOMMENDATION: Adopt Resolution No. 150-R-2014-2015

ATTACHMENTS:

	Description	Type
🗋	H & W Contract	Contract
🗋	Resolution No. 150-R-2014-2015	Resolution

CONTRACT

North Central Storm Water
City of Storm Lake
Storm Lake, IA

THIS CONTRACT, made and entered into at City of Storm Lake this 1st day of June, 2015, by and between the City of Storm Lake hereinafter called the "Jurisdiction", and H & W Contracting, LLC., hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the North Central Storm Water as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, City of Storm Lake, 620 Erie Street, Storm Lake, IA. This contract includes all such contract documents. All work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2015 Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items and Quantities which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

PROJECT DESCRIPTION: The project generally consists of storm water quality improvements in the North Central part of the community. The scope of work includes approximately 65,000 cubic yards of excavation; 8,650 feet of 12"- 48" RCP storm sewer, 2,400 feet of 6"- 8" subdrain, 49 storm sewer structures, 3,200 square feet of rain gardens and bio-swales; approximately 33 acres of seeding, approximately 900 square yards of PCC pavement patching and other miscellaneous items of work.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount

of Two Million Seven Hundred Ninety Thousand Thirty-One Dollars and Five Cents ($2,790,031.05), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work on or before June 30, 2016. Initital acceptance of all seeding and landscaping will not occur until a minimum of 60 active growing days has been completed; and to pay liquidated damages for noncompliance with said completion provisions at a rate of Eight Hundred dollars ($800) for each calendar day that the work remains incomplete.

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IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: City of Storm Lake

By _____
Jon Kruse, Mayor

ATTEST:

_____
Justin Yarosevich, City Clerk

CONTRACTOR:

H&W Contracting LLC

SIGN HERE

Contractor's Contact Name
Contractor's Title

Thomas Hurd - President

3416 W. Hovland

Street Address

Sioux Falls SD 57107

City, State, Zip Code

605-339-8834

Telephone

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CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. C0953-27 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

   A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the City Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

   B. Prior to entering into contract, the designated low bidder, if it be a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, or as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

Bond No. IAC583719

Name of Surety Merchants Bonding Co.

NOTE: All signatures on this contract must be original signatures in ink; copies or facsimile of any signature will not be accepted.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of SD)
) SS
Minnehaha County)

On this 20th day of May, 2015, before me a Notary Public in and for said county, personally appeared Thomas Hurd, to me personally known, who being by me duly sworn did say that person is President of said Hew Contracting, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

JOHN RENNICH
NOTARY PUBLIC
SOUTH DAKOTA
SEAL

Notary Public in and for the State of SD
My Commission Expires 8-5, 20 20

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CONTRACT ATTACHMENT: ITEM 1: GENERAL - None

CONTRACT ATTACHMENT: ITEM 2: BID ITEMS AND QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. THE CITY RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT.

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BID ITEMS AND QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1	TRAFFIC CONTROL	LS	1	$6,000.00	$6,000.00
2	MOBILIZATION	LS	1	$462,500.00	$462,500.00
3	CLEARING AND GRUBBING	ACRE	3.6	$30,000.00	$108,000.00
4	EXCAVATION, CLASS 13	CY	63495	$7.00	$444,465.00
5	BASE, CLASS A ROADSTONE	TON	250	$28.50	$7,125.00
6	SUBBASE, 0207 3" BALLAST STONE	TON	700	$28.50	$19,950.00
7	EXPLORATORY EXCAVATION, UTILITY POTHOLE	EA	10	$200.00	$2,000.00
8	TRENCH FOUNDATION	TON	200	$30.00	$6,000.00
9	SANITARY SEWER GRAVITY MAIN, REPAIR 8" AND LARGER	LF	50	$67.00	$3,350.00
10	SANITARY SEWER SERVICE RELOCATION, 4" TO 6"	LF	50	$68.00	$3,400.00
11	STORM SEWER, TRENCHED, PVC SDR 26, 8"	LF	526	$46.00	$24,196.00
12	STORM SEWER, TRENCHED, RCP CLASS V, 12"	LF	191	$55.00	$10,505.00
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15	STORM SEWER, TRENCHED, RCP CLASS III, 27"	LF	324	$80.00	$25,920.00
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17	STORM SEWER, TRENCHED, RCP CLASS III, 36"	LF	422	$115.00	$48,530.00
18	STORM SEWER, TRENCHED, RCP CLASS IV, 48"	LF	1196	$193.00	$230,828.00
19	STORM SEWER, JACK & AUGER, 27", 3/8" THICK	LF	200	$350.00	$70,000.00
20	STORM SEWER, JACK & AUGER, 30", 3/8" THICK	LF	150	$350.00	$52,500.00
21	TEMPORARY STORM SEWER	LS	1	$57,500.00	$57,500.00
22	PIPE APRON, RCP, 12"	EA	3	$800.00	$2,400.00
23	PIPE APRON, RCP, 15"	EA	1	$870.00	$870.00
24	PIPE APRON, RCP, 24"	EA	1	$1,100.00	$1,100.00
25	PIPE APRON, RCP, 27"	EA	1	$1,375.00	$1,375.00

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26	PIPE APRON, RCP, 30"	EA	2	$1,700.00	$3,400.00
27	PIPE APRON, RCP, 36"	EA	1	$2,200.00	$2,200.00
28	PIPE APRON, RCP, 48"	EA	1	$3,000.00	$3,000.00
29	SUBDRAIN, A-2000 PERFORATED, 6"	LF	700	$17.00	$11,900.00
30	SUBDRAIN, A-2000 PERFORATED, 8"	LF	1480	$20.00	$29,600.00
31	FIELD TILE REPAIR	LF	500	$15.00	$7,500.00
32	FIELD TILE CONNECTION	EA	25	$400.00	$10,000.00
33	WATER MAIN, TRENCHED, C-900, VARYING SIZE	LF	100	$70.00	$7,000.00
34	WATER SERVICE REPAIR	EA	5	$700.00	$3,500.00
35	FIRE HYDRANT ASSEMBLY	EA	1	$4,315.00	$4,315.00
36	MANHOLE, STORM, TYPE SW-401, 48"	EA	6	$2,650.00	$15,900.00
37	MANHOLE, STORM, TYPE SW-401, 60"	EA	3	$4,450.00	$13,350.00
38	MANHOLE, STORM, TYPE SW-404, 84"	EA	1	$14,600.00	$14,600.00
39	MANHOLE, STORM, TYPE SW-405, STANDARD TEE, 48"	EA	3	$6,500.00	$19,500.00
40	MANHOLE, STORM, TYPE SW-405, COMPOSITE TEE, 24"x48"	EA	5	$1,500.00	$7,500.00
41	MANHOLE, STORM, TYPE SW-405, COMPOSITE TEE, 30"x48"	EA	11	$2,000.00	$22,000.00
42	MANHOLE, STORM, TYPE SW-405, COMPOSITE TEE, 36"x48"	EA	3	$2,200.00	$6,600.00
43	INTAKE, TYPE SW-501	EA	3	$1,750.00	$5,250.00
44	INTAKE, TYPE SW-512, SPECIAL	EA	1	$2,200.00	$2,200.00
45	INTAKE, TYPE SW-512, 24"	EA	4	$1,000.00	$4,000.00
46	INTAKE, TYPE SW-513 - 72"x36"	EA	1	$3,700.00	$3,700.00
47	INTAKE, NYLOPLAST DRAIN BASIN, 12"	EA	3	$1,100.00	$3,300.00
48	REMOVE MANHOLE	EA	5	$550.00	$2,750.00
49	RAIN GUARDIAN STRUCTURE	EA	3	$3,000.00	$9,000.00
50	REMOVAL OF SIDEWALK	SY	40	$10.00	$400.00
51	REMOVAL OF DRIVEWAY	SY	105	$10.00	$1,050.00
52	SIDEWALK, PCC,4"	SY	110	$66.00	$7,260.00
53	DETECTABLE WARNING	SF	32	$46.50	$1,488.00

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54	DRIVEWAY, PAVED, PCC, 6"	SY	105	$57.50	$6,037.50
55	FULL DEPTH PATCHES	SY	610	$104.50	$63,745.00
56	PAVEMENT REMOVAL	SY	610	$18.00	$10,980.00
57	PCC FLUME AT RAIN GARDENS	EA	8	$600.00	$4,800.00
58	CONVENTIONAL SEEDING, FERTILIZING - MIX 1	AC	3	$2,695.00	$8,085.00
59	CONVENTIONAL SEEDING, FERTILIZING - MIX 2	AC	10	$1,375.00	$13,750.00
60	CONVENTIONAL SEEDING, FERTILIZING - MIX 3	AC	4	$1,375.00	$5,500.00
61	CONVENTIONAL SEEDING, FERTILIZING - MIX 4	AC	3	$1,300.00	$3,900.00
62	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING - MIX 5	AC	6	$1,600.00	$9,600.00
63	2-YR VEGETATION ESTABLISHMENT AND MAINTENANCE WARRANTY	LS	1	$20,350.00	$20,350.00
64	SWPPP PREPARATION	LS	1	$2,750.00	$2,750.00
65	SWPPP MANAGEMENT	LS	1	$14,050.00	$14,050.00
66	SWPPP QUALIFYING RAINFALL EVENT INSPECTION	EA	30	$110.00	$3,300.00
67	FILTER SOCK	LF	1000	$5.25	$5,250.00
68	TEMPORARY RECP, TYPE 3.B (12-24 MONTH)	SY	20000	$1.90	$38,000.00
69	ROCK CHECK DAM	TON	50	$35.00	$1,750.00
70	RIP RAP, CLASS E	TON	455	$37.00	$16,835.00
71	SILT FENCE	LF	3500	$4.15	$14,525.00
72	STABILIZED CONSTRUCTION ENTERANCE	EA	2	$750.00	$1,500.00
73	HYDROMULCH- BONDED FIBER MATRIX	AC	16	$3,250.00	$52,000.00
74	TRM (TURF REINFORCEMENT MATS), TYPE 2	SQ	400	$38.50	$15,400.00
75	INLET PROTECTION DEVICE	EA	50	$170.50	$8,525.00
76	BIOFILTRATION AGGREGATE	CY	550	$60.00	$33,000.00
77	ENGINEERED SOIL MIX	CY	700	$50.00	$35,000.00
78	GABION BASKET FILTRATION WALL	LS	1	$12,000.00	$12,000.00
79	REMOVAL OF FENCE	LF	439	$5.00	$2,195.00
80	FRENCH DRAIN	CY	150	$60.00	$9,000.00

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				SUBTOTAL:	**$2,765,755.30**
	ADD ALTERNATE #1				
A-1	PLANTS, PERENNIAL - 1 GALLON	EA	743.00	$30.25	$22,475.75
A-2	PLANTS, SHRUBS - 5 GALLON	EA	18.00	$100.00	$1,800.00
				TOTAL AMOUNT BID:	**$2,790,031.05**

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SURETY BOND NO. IAC 583719

PERFORMANCE, PAYMENT AND MAINTENANCE BOND
North Central Storm Water
City of Storm Lake
Storm Lake, IA

KNOW ALL BY THESE PRESENT:

That we, H & W Contracting, LLC, as Principal (hereinafter the "Contractor" or "Principal" and Merchants Bonding Company (Mutual), as Surety are held and firmly bound unto the City of Storm Lake, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Million Seven Hundred Ninety Thousand Thirty-One Dollars and Five Cents ($2,790,031.05), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these present.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 1st day of June, 2015, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

PROJECT DESCRIPTION: The project generally consists of storm water quality improvements in the North Central part of the community. The scope of work includes approximately 65,000 cubic yards of excavation; 8,650 feet of 12"- 48" RCP storm sewer, 2,400 feet of 6"- 8" subdrain, 49 storm sewer structures, 3,200 square feet of rain gardens and bio-swales; approximately 33 acres of seeding, approximately 900 square yards of PCC pavement patching and other miscellaneous items of work

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force for the stated maintenance period.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety 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. The Contractor and Surety hereby bind themselves to the

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obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

To remedy any and all defects that may develop in or result from work to be performed under the Contract within the of 2-year period for utility work, and 4-year period for paving, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

To keep all work in continuous good repair; and

To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

To consent without notice to any extension of time to the Contractor in which to perform the Contract;

To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and

To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether 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.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Buena Vista County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and

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not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

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Project No. P11.106745

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

Witness our hands, in triplicate, this 1st day of June, 2015.

Surety Countersigned By:

Not Required

Signature of Iowa Resident Commission Agent as Prescribed by Chapter 515.52-57, Iowa Code. (Require only if Attorney-in-Fact is not also an Iowa Resident Commission Agent).

N/A
Name of Resident Commission Agent

N/A
Company Name

N/A
Company Address

N/A
City, State, Zip Code

N/A
Company Telephone Number

PRINCIPAL:

H & W Contracting, LLC
Contractor

By:
Signature

Thomas L. Hurd, President
Title

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By:
Signature Attorney-in-Fact Officer

Greg Krier
Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC
Company Name

5120 S. Solberg Avenue
Company Address

Sioux Falls, SD 57108
City, State, Zip Code

605-336-1090
Company Telephone Number

NOTE: All signatures on this Performance, Maintenance & Payment Bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal.

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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,

Bonnie Merz; Christy Nebben; Douglas Muth; Grace Rasmussen; Greg Krier; Holly Heiberger; Kurt Ratzlaff; Lori Klein; Nancy DeNeui

of Sioux Falls and State of South Dakota their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIFTEEN MILLION ($15,000,000.00) DOLLARS

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 13th day of August , 2014 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 13th day of August , 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.

NOTARIAL SEAL IOWA

WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

Wendy Woody

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 1st day of June , 2015 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of SOUTH DAKOTA }

ss

County of LINCOLN }

On the 1st day of June 20 15 before me

personally appeared THOMAS L. HURD

to be known, who being by me duly sworn, did depose and say:

that he resides in SIOUX FALLS, SOUTH DAKOTA , that he is the

President of H & W CONTRACTING, LLC the Limited Liability

Company described in and which executed the foregoing instrument, and that he signed

his name thereto by order of the Board of Governors of said Limited Liability Company.

Notary Public Grace Rasmussen

County Turner

(Notarial Seal) My Commission Expires: September 15, 2015

BID BOND

North Central Storm Water
City of Storm Lake
Storm Lake, IA

KNOW ALL BY THESE PRESENT:

That we, H & W Contracting, LLC, as Principal, and Merchants Bonding Company (Mutual), as Surety, are held and firmly bound unto, City of Storm Lake as Obligee, (hereinafter referred to as "the Jurisdiction"), in the penal sum of Five Percent of Amount Bid dollars ($ 5%), lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these present. The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following described improvements;

PROJECT DESCRIPTION: The project generally consists of storm water quality improvements in the North Central part of the community. The scope of work includes approximately 65,000 cubic yards of excavation; 8,650 feet of 12"- 48" RCP storm sewer, 2,400 feet of 6"- 8" subdrain, 49 storm sewer structures, 3,200 square feet of rain gardens and bio-swales; approximately 33 acres of seeding, approximately 900 square yards of PCC pavement patching and other miscellaneous items of work.

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Buena Vista County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a bond as may be specified in the contract documents, with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

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Signed and sealed this 29th day of April, 2015.

SURETY:	PRINCIPAL:
Merchants Bonding Company (Mutual)	H & W Contracting, LLC
Surety Company	Bidder
By _____	By _____
Signature Attorney-in-Fact/Officer	Signature
Greg Krier	Thomas L. Hurd
Name of Attorney-in-Fact/Officer	Name (Print/Type)
Holmes, Murphy and Associates, LLC	President
Company Name	Title
5120 S. Solberg Avenue	3416 W. Hovland Drive
Company Address	Address
Sioux Falls, SD 57108	Sioux Falls, SD 57107
City, State, Zip Code	City, State, Zip Code
605-336-1090	605-339-8834
Company Telephone Number	Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal.

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LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of SOUTH DAKOTA }

ss

County of LINCOLN }

On the 29th day of April 20 15 before me personally appeared THOMAS L. HURD to be known, who being by me duly sworn, did depose and say: that he resides in SIOUX FALLS, SOUTH DAKOTA , that he is the President of H & W CONTRACTING, LLC the Limited Liability Company described in and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Governors of said Limited Liability Company.

Notary Public Grace Rasmussen

County Turner

(Notarial Seal) My Commission Expires: September 15, 2015

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,

Bonnie Merz; Christy Nebben; Douglas Muth; Grace Rasmussen; Greg Krier; Holly Heiberger; Kurt Ratzlaff; Lori Klein; Nancy DeNeui

of Sioux Falls and State of South Dakota their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIFTEEN MILLION ($15,000,000.00) DOLLARS

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 13th day of August , 2014 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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

By Larry Taylor

President

STATE OF IOWA
COUNTY OF POLK ss.

On this 13th day of August , 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.

NOTARIAL SEAL IOWA

WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

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 29th day of April , 2015 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.

Secretary

POA 0014 (7/14)

PROPOSAL

North Central Storm Water
City of Storm Lake
Storm Lake, IA

PROPOSAL: PART A – SCOPE

The City of Storm Lake, hereinafter called the "Jurisdiction", has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

PROJECT DESCRIPTION: The project generally consists of storm water quality improvements in the North Central part of the community. The scope of work includes approximately 65,000 cubic yards of excavation; 8,650 feet of 12"- 48" RCP storm sewer, 2,400 feet of 6"- 8" subdrain, 49 storm sewer structures, 3,200 square feet of rain gardens and bio-swales; approximately 33 acres of seeding, approximately 900 square yards of PCC pavement patching and other miscellaneous items of work.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C – BID ITEMS AND QUANTITIES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items and Quantities. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items and Quantities are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost shall be used only for the comparison of bids. The jurisdiction shall only use the Total Construction Cost for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Items and Quantities. The Jurisdiction shall only use the Total Construction Cost for comparison of bids. The Total Construction Cost, including any Add-Alternates shall be used for determining the sufficiency of the bid security.

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PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid only, not including any alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work upon written Notice to Proceed, and
4. Substantially complete the work on or before June 30, 2016. Initital acceptance of all seeding and landscaping will not occur until a minimum of 60 active growing days has been completed, and
5. Pay liquidated damages for noncompliance with said completion provisions at the rate of Eight Hundred dollars ($800) for each calendar day thereafter that the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

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PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

ITEM NO.	DESCRIPTION OF ATTACHMENT
1.	Certification of Non-Segregated Facilities Form
2.	Statement in Advertisement for Bids on Debarment and Suspension/ Certification Regarding Debarment and Suspension Form
3.	Disadvantaged Business Enterprise Certification Form
4.	DBE Program Subcontractor Performance Form
5.	DBE Program Subcontractor Participation Form
6.	DBE Program Subcontractor Utilization Form
7.	Other Federal Requirements Language
8.	Right of Entry and Records Retention

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H&W Contracting, LLC

ADVERTISEMENT FOR BIDS

April 15, 2015

H&W Contracting LLC is looking for quotes from qualified TSB/WBE/MBE Contractors on the following project bidding on 4/29 at 10:00AM.

City of Storm Lake, Iowa
North Central Storm Water

Plans and specifications are available at:

Bolton & Menk
712-580-5075

Please fax your quote to (605) 339-9175 or email to estimator@h-wcontracting.com. We look forward to working with you on this and future projects.

Very best regards,

Victoria Woods

Victoria Woods
Office Manager

3416 W. Hovland Ave. · Sioux Falls, SD 57107 · Phone: 605/339-8834 · Fax:605/339-9175
Equal Opportunity Employer

Storm Lake, Ia
North Central Storm Water
DBE Solicitation

Firm	Work Offered	Fax #
Bonnies Barricades	traffic control	515-282-4620
Collins Concrete	pcc	563-381-8098
Dormark Construction	pcc	515-986-9573
Leader Construction	pcc	515-265-2525
Paco Construction	pcc	515-966-2291
Universal Concrete	pcc	515-266-7620

Iowa Department of Natural Resources
For Nonpoint Source Projects

SRF Required Front-End Specifications

Attachment 1:	Certification of Non-Segregated Facilities Form *(to be completed and signed by Prime Contractor and submitted with the bid)*
Attachment 2:	Statement in Advertisement for Bids on Debarment and Suspension/Certification Regarding Debarment and Suspension Form *(to be completed and signed by Prime Contractor and submitted with the bid)*
Attachment 3:	Disadvantaged Business Enterprise Certification Form *(to be completed and signed by Prime Contractor and submitted with the bid)*
Attachment 4:	DBE Program Subcontractor Performance Form (*to be completed and signed by DBE Subcontractor and submitted with the bid)*
Attachment 5:	DBE Program Subcontractor Participation Form
Attachment 6:	DBE Program Subcontractor Utilization Form *(to be completed and signed by Prime Contractor and submitted with the bid)*
Attachment 7:	Other Federal Requirements Language A. Standard Equal Employment Opportunity Specifications B. Preservation of Open Competition and Government Neutrality C. Historical and Archeological Finds D. Prohibitions on Procurement from Violating Facilities
Attachment 8:	Right of Entry and Records Retention

Attachment 1
SRF Required Front-End Specifications
(This form must be completed and signed by Prime Contractor and submitted with the bid.)

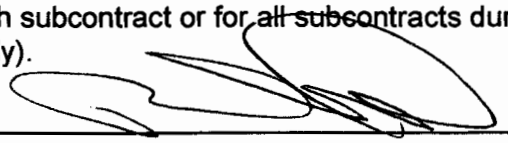
U.S. Environmental Protection Agency
Certification of Non-Segregated Facilities

(Applicable to contracts, subcontracts, and agreements with applicants who are themselves performing Federally assisted construction contracts, exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national original, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (33 F.R. 7808, May 28, 1968) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for ~~all subcontracts~~ during a period (i.e., quarterly, semiannually, or annually).



4.29.15

Signature Date

Thomas Hurd - President

Name and Title of Signer (Please Type)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

EPA-7 5720-4.2

Attachment 2
SRF Required Front-End Specifications

(This form must be completed and signed by the Prime Contractor and submitted with the bid.)

Debarments and Suspensions

Any bidder or equipment supplier whose firm or affiliate is listed in on the U.S. General Services Administration Excluded Parties List System web site at http://www.epls.gov/ will be prohibited from the bidding process. Anyone submitting a bid who is listed on this web site will be determined to be a non-responsive bidder in accordance with 40 CFR Part 31.

United States Environmental Protection Agency Washington, DC 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

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

(b) 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;

(c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

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

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Thomas Hurd - President

Typed Name & Title of Authorized Representative

4-29-15

Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49 (11-88)

Attachment 3

SRF Required Front-End Specifications

(This form must be completed and signed by Prime Contractor and submitted with the bid.)

Disadvantaged Business Enterprise (DBE) Solicitation

It is EPA's policy that recipients of EPA financial assistance through the State Revolving Fund programs award a "fair share" of subagreements to small, minority and women-owned businesses, collectively know as Disadvantaged Business Enterprises (DBEs). Iowa's Fair Share goals are:

	Minority-Owned Business Enterprise (MBE) Goal	Women-Owned Business Enterprise (WBE) Goal
Construction	1.7%	2.2%
Supplies	0.6%	5.6%
Services	2.5%	11.3%
Goods/Equipment	2.5%	10.4%
Average	1.8%	7.4%

Only work performed by certified DBEs can be counted toward the goals. In Iowa, DBEs must be certified through the Iowa Department of Transportation (IDOT). Information on certification requirements and a list of certified DBEs is on the IDOT website at http://www.iowadot.gov/contracts/contracts_eeoaa.htm.

Prime contractors' DBE requirements for SRF projects include:

- Taking affirmative steps for DBE participation
- Documenting the efforts and the proposed utilization of certified DBEs

PROJECT INFORMATION

SRF Applicant:	City of Storm Lake
Bidder:	H & W Contracting LLC
Address:	3416 W. Hoyland, Sioux Falls SD 57107
Contact Person:	Thomas Hurd
Signature:	
Phone Number:	605-339-8834
E-Mail Address:	Tom@h-wcontracting.com
Check if Prime Contractor is: ☐ **Minority-Owned** ☐ **Women-Owned**	

GOOD FAITH EFFORTS CHECKLIST

Please complete the checklist to determine if you have complied with the requirement to make good faith efforts to ensure that certified DBEs have the opportunity to compete for procurements funded by EPA financial assistance funds. Bidders/offerers must make good faith efforts prior to submission of bids/proposals.

1. Did you ensure that DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities? ☑ Yes ☐ No

2. Did you make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process? This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date. ☑ Yes ☐ No

3. Did you consider in the contracting process whether firms competing for large contracts could subcontract with DBEs? This will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process. ☑ Yes ☐ No

4. Did you encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually? ☑ Yes ☐ No

5. Did you use the services of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to identify potential subcontractors? ☑ Yes ☐ No

6. List the potential DBE subcontractors that were contacted. Only list those that are certified through the Iowa Department of Transportation.

Name	How Contacted (e.g. letter, phone call, fax, e-mail)	Response (e.g. did not respond, not interested, not competitive)
Bonnies Barricades	fax	Quote received
Collins Concrete	fax	Did not respond
Dormark Const.	fax	not Interested
Leader Const.	email	Did not Respond
Paco Const.	email	Did not Respond
Universal Concrete	fax	Did not Respond

PROPOSED UTILIZATION OF DBE SUBCONTRACTORS

Please include Attachments 4 and 5 to document the proposed utilization of certified DBE subcontractors.

CONTRACT ADMINISTRATION PROVISIONS

Several contract provisions are required to prevent unfair practices that adversely affect DBEs. These include:

1. Prime Contractor must pay its Subcontractor for satisfactory performance no more than 30 days from the Prime Contractor's receipt of payment from the SRF loan recipient.

2. Prime Contractor must notify the SRF loan recipient in writing prior to termination of a DBE subcontractor for convenience.

3. Prime Contractor must employ the six Good Faith Efforts to solicit a replacement subcontractor if a DBE subcontractor fails to complete work under a subcontract for any reason.

Attachment 4

SRF Required Front-End Specifications

(This form must be completed and signed by DBE Subcontractor and submitted with the bid.)

OMB Control No: 2090-0030
Approved 8/13/2013
Approval Expires 8/31/2015

United States Environmental Protection Agency Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name: Bonnie's Barricades, Inc	Project Name: North Central Storm Water - City of Storm Lake, IA	
Bid/Proposal No.: City of Storm Lake PII.106745	Assistance Agreement ID No. (if known):	Point of Contact: Bonnie J. Ruggless
Address: 1547 Michigan Street, Des Moines, IA 50314		
Telephone No.: 515-282-8877	Email Address: barricades@netzero.com	
Prime Contractor Name: M-W Contracting, LLC	Issuing/Funding Entity: S.R.F	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	Traffic control: Road / Side walk Closure	$1,998.00 lump sum
	Shoulder Closure	$2,842.50 lump sum
	Daily Rental of III Barricad- (as needed)	3.45 Day
	Trip Charge (if III are delivered seperately)	489.00/Trip

DBE Certified by: X DOT ____ SBA ____ Other: ____	Meets/exceeds EPA certification standards? X YES ____ NO ____ Unknown

[1]A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certification as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

Attachment 5

SRF Required Front-End Specifications

(This form is not required for bidding. It is for the voluntary use of DBE Subcontractors.)

OMB Control No: 2090-0030
Approved 8/13/2013
Approval Expires 8/31/2015

United States Environmental Protection Agency Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE[1] subcontractor[2] the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g. in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name	Project Name	
Bid/Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.	Email Address	
Prime Contractor Name	Issuing/Funding Entity	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

[1]A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certification as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

Attachment 6

SRF Required Front-End Specifications

(This form must be completed and signed by DBE Subcontractor and submitted with the bid.)

OMB Control No: 2090-0030
Approved 8/13/2013
Approval Expires 8/31/2015

United States Environmental Protection Agency Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or intended use of identified certified DBE[1] subcontractors[2] and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name	Project Name	
H&W Contracting LLC	North Central Storm Water	
Bid/Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact: Thomas Hurd
Address: 3416 W. Haviland, Sioux Falls SD 57107		
Telephone No.: 605-339-8834	Email Address: tom@h-wcontracting.com	
Issuing/Funding Entity: S.R.F.		
I have identified potential DBE certified subcontractors: X YES ____ NO		

Subcontractor Name/Company Name	Company Address/Phone/Email	Estimated Dollar Amount	Currently DBE Certified?
Bonnies Barricades	1547 Michigan ST. Des Moines, IA 50314 515-282-8877 barricades@netzero.com	$4,840.50	yes

Continue on back if needed

[1]A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certification as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

[2]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

Attachment 7
SRF Required Front-End Specifications

Other Federal Requirements Language

A. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
   d. "Minority" includes:
      (i) Black (all persons having origin in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent, or the Pacific Islands); and
      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 6-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employee in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a

Contractor shall provide notice of these programs to the source complied under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

1. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Federal Register, Vol. 43, No. 68 - Friday, April 7, 1978 (Corrected May 5, 1978).
Effective Date: May 8, 1978
Federal Register, Vol. 45, No. 194. Paragraph 4, revised October 3, 1980
Effective Date: September 30, 1980

APPENDICES A and B-80

Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity
(Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
(See Appendix B-80 and Appendix A Below)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and in the regulations in 41 CFR Part 60—4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60—4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60—4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer Identification number of the subcontractor, estimated dollar amount of the subcontract, and the geographical area in which the subcontract is to be performed.

Economic Areas

State: Iowa — Goal %

096 Dubuque IA:
SMSA Counties:
2200 Dubuque, IA 0.6
IA Dubuque
Non-SMSA
Counties 0.5
IA Allamakee, IA Clayton, IA Delaware, IA, Jackson IA, Winneshiek

099 Davenport Rock Island Moline, IA-IL:
SMSA Counties:
1960 Davenport Rock Island Moline, IA-IL 4.6
IL Henry, IL Rock Island Moline, IA Scott

Non-SMA
Counties 3.4
IL Carroll, IL Hancock, IL Henderson, IL ,Mercer, IL Whiteside, IA Clinton, IA Des Moines, IA Henry, IA Lee, IA Louisa, IA, Muscatine, MO Clark

100 Cedar Rapids, IA:
SMSA Counties:
1360 Cedar Rapids, IA 1.7
IA Linn

Non-SMSA Counties 1.5
IA Benton, IA Cedar, IA Iowa, IA Johnson, IA, Jones, IA, Washington

101 Waterloo, IA:
SMSA Counties:
8920 Waterloo-Cedar Falls, IA 4.7
IA Black Hawk

Non-SMSA Counties 2.0
IA Bremer, IA Buchanan, IA Butler, IA Cerro Gordo, IA Chickasaw, IA Fayette, IA Floyd, IA Franklin, IA Grundy, IA Hancock, IA Hardin, IA Howard, IA Mitchell, IA Winnebago, IA Worth

102 Fort Dodge, IA:
Non-SMSA Counties 0.4
IA Buena Vista, IA Calhoun, IA Carroll, IA Clay, IA Dickinson, IA Emmet, IA Greene, IA Hamilton, IA Humboldt, IA Kossuth, IA Palo Alto, IA Pocahontas, IA Sac, IA Webster, IA Wright

103 Sioux City, IA:
SMSA Counties:
7720 Sioux City, IA-NE 1.9
IA Woodbury, NE Dakota

to determine the proper course of action regarding the discovery. No further disturbance of the deposits shall ensue until the SRF Environmental Review Specialist determines that the project activities in that area may proceed. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

Authority for this derives from the National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*) and 36 CFR Part 800. If human remains are discovered then state law also applies IC 263B.

D. Prohibitions on Procurement from Violating Facilities (Section 306, Clean Air Act; Section 508, Clean Water Act; Executive Order 11738)

Both the Clean Water Act and the Clean Air Act prohibit federal agencies from extending assistance by way of loans or contracts to persons who have been convicted of violations of either law. Executive Order 11738 was issued to coordinate enforcement by the U.S. Environmental Protection Agency, which shall designate facilities which have given rise to a conviction for an offense under the criminal provisions of the Clean Air Act and the Clean Water Act.

The Executive Order also prohibits agencies from extending assistance to facilities that are not in compliance with either Act.

SRF assistance recipients may not procure goods, services, or materials from suppliers listed by the EPA as violators.

The Excluded Parties Listing System is located at *https://www.**sam**.gov*.

Attachment 8
SRF Required Front-End Specifications

Right of Entry and Records Retention

The recipient shall provide access at all times for the Department of Natural Resources, the Iowa Finance Authority, the state auditor, and the U.S. EPA Office of the Inspector General to all project records and documents for inspection and audit purposes for a period of three years after the date of last loan payment. The same access to the project site(s) shall be provided for inspection purposes.

92.8 (2).6.e. State inspections. Personnel of the department shall have the right to examine all construction aspects of the project, including materials and equipment delivered and stored on site for use on the project.

PROPOSAL: PART G – IDENTITY OF BIDDER

The bidder shall indicate whether the bid is Submitted by a/an:

- ☐ Individual, Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☒ Limited Liability Company
- ☐ Joint-venture; all parties must join-in and execute all documents
- ☐ Other

The bidder shall enter its Public Registration Number C095321 issued by the Iowa Commissioner of Labor Pursuant Section 91C.5 of the Iowa Code.

Failure to provide said Registration Number shall result in the bid being read under advisement. A contract will not be executed until the Contractor is registered.

H & W Contracting LLC
Bidder

Signature

By Thomas Hurd
Name (Print/Type)

President
Title

3416 W. Hoyland Dr.
Street Address

Sioux Falls SD 57107
City, State, Zip Code

605-339-8834
Telephone Number

Type or print the name and title of the company's owner, president, CEO, etc. if a different person than entered above

Name n/a

Title

NOTE: The signature on this proposal must be an original signature in ink; copies, facsimiles, or electronic signatures will not be accepted.

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All bidders must submit the following completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

Bidder Status Form

To be completed by all bidders **Part A**

Please answer "Yes" or "No" for each of the following:

☑ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

☐ Yes ☑ No My company has an office to transact business in Iowa.

☐ Yes ☑ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☑ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☑ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a non-resident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders **Part B**

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ to _____ Address: _____

(mm/dd/yyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____

(mm/dd/yyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____

(mm/dd/yyy) City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders **Part C**

1. Name of home state or foreign country reported to the Iowa Secretary of State: MN

2. Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☑ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders **Part D**

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be reason to reject my bid.

Firm Name: H&W Contracting LLC

Signature: _____ Date: 4-29-15

Thomas Hurd - President

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North Central Storm Water
City of Storm Lake
Storm Lake, IA

PROPOSAL ATTACHMENT: PART C – BID ITEMS AND QUANTITIES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Bid Price, the total Bid Price, and the Total Bid Amount; in case of discrepancy, the Unit Bid Price governs. The Quantities shown on the Proposal Attachment: Part C – Bid Items and quantities are approximate only, but are considered sufficiently adequate for the purse of comparing bids. The Jurisdiction shall only use the Total Base Bid Amount for comparison of bids.

BID ITEMS AND QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1	TRAFFIC CONTROL	LS	1	6,000	6,000
2	MOBILIZATION	LS	1	462.50	462.50
3	CLEARING AND GRUBBING	ACRE	3.6	30,000	108,000
4	EXCAVATION, CLASS 13	CY	63495	7	444,465
5	BASE, CLASS A ROADSTONE	TON	250	28.50	7,125
6	SUBBASE, 0207 3" BALLAST STONE	TON	700	28.50	19,950
7	EXPLORATORY EXCAVATION, UTILITY POTHOLE	EA	10	200	2,000
8	TRENCH FOUNDATION	TON	200	30	6,000
9	SANITARY SEWER GRAVITY MAIN, REPAIR 8" AND LARGER	LF	50	67	3,350
10	SANITARY SEWER SERVICE RELOCATION, 4" TO 6"	LF	50	68	3,400
11	STORM SEWER, TRENCHED, PVC SDR 26, 8"	LF	526	46	24,196
12	STORM SEWER, TRENCHED, RCP CLASS V, 12"	LF	191	55	10,505
13	STORM SEWER, TRENCHED, RCP CLASS IV, 15"	LF	360	57	20,520
14	STORM SEWER, TRENCHED, RCP CLASS III, 24"	LF	1363	71	96,773
15	STORM SEWER, TRENCHED, RCP CLASS III, 27"	LF	324	80	25,920
16	STORM SEWER, TRENCHED, RCP CLASS IV, 30"	LF	4478	95.10	425,857.80

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ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
17	STORM SEWER, TRENCHED, RCP CLASS III, 36"	LF	422	115	48,530
18	STORM SEWER, TRENCHED, RCP CLASS IV, 48"	LF	1196	193	230,828
19	STORM SEWER, JACK & AUGER, 27", 3/8" THICK	LF	200	350	70,000
20	STORM SEWER, JACK & AUGER, 30", 3/8" THICK	LF	150	350	52,500
21	TEMPORARY STORM SEWER	LS	$57,500.00 T.H.	~~7,500~~ T.H.	~~7,500~~ T.H.
22	PIPE APRON, RCP, 12"	EA	3	800	2,400
23	PIPE APRON, RCP, 15"	EA	1	870	870
24	PIPE APRON, RCP, 24"	EA	1	1,100	1,100
25	PIPE APRON, RCP, 27"	EA	1	1,375	1,375
26	PIPE APRON, RCP, 30"	EA	2	1,700	3,400
27	PIPE APRON, RCP, 36"	EA	1	2,200	2,200
28	PIPE APRON, RCP, 48"	EA	1	3,000	3,000
29	SUBDRAIN, A-2000 PERFORATED, 6"	LF	700	17	11,900
30	SUBDRAIN, A-2000 PERFORATED, 8"	LF	1480	20	29,600
31	FIELD TILE REPAIR	LF	500	15	7,500
32	FIELD TILE CONNECTION	EA	25	400	10,000
33	WATER MAIN, TRENCHED, C-900, VARYING SIZE	LF	100	70	7,000
34	WATER SERVICE REPAIR	EA	5	700	3,500
35	FIRE HYDRANT ASSEMBLY	EA	1	4,315	4,315
36	MANHOLE, STORM, TYPE SW-401, 48"	EA	6	2,650	15,900
37	MANHOLE, STORM, TYPE SW-401, 60"	EA	3	4,450	13,350
38	MANHOLE, STORM, TYPE SW-404, 84"	EA	1	14,600	14,600
39	MANHOLE, STORM, TYPE SW-405, STANDARD TEE, 48"	EA	3	6,500	19,500
40	MANHOLE, STORM, TYPE SW-405, COMPOSITE TEE, 24"x48"	EA	5	1,500	7,500
41	MANHOLE, STORM, TYPE SW-405, COMPOSITE TEE, 30"x48"	EA	11	2,000	22,000
42	MANHOLE, STORM, TYPE SW-405, COMPOSITE TEE, 36"x48"	EA	3	2,200	6,600
43	INTAKE, TYPE SW-501	EA	3	1,750	5,250
44	INTAKE, TYPE SW-512, SPECIAL	EA	1	2,200	2,200
45	INTAKE, TYPE SW-512, 24"	EA	4	1,000	4,000

Amount $57,500.00 T.H.

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ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
46	INTAKE, TYPE SW-513 - 72"x36"	EA	1	3,700	3,700
47	INTAKE, NYLOPLAST DRAIN BASIN, 12"	EA	3	1,100	3,300
48	REMOVE MANHOLE	EA	5	550	2,750
49	RAIN GUARDIAN STRUCTURE	EA	3	3000	9000
50	REMOVAL OF SIDEWALK	SY	40	10	400
51	REMOVAL OF DRIVEWAY	SY	105	10	1,050
52	SIDEWALK, PCC,4"	SY	110	66	7,260
53	DETECTABLE WARNING	SF	32	46.50	1,488
54	DRIVEWAY, PAVED, PCC, 6"	SY	105	57.50	6,037.50
55	FULL DEPTH PATCHES	SY	610	104.50	63,745
56	PAVEMENT REMOVAL	SY	610	18	10,980
57	PCC FLUME AT RAIN GARDENS	EA	8	600	4,800
58	CONVENTIONAL SEEDING, FERTILIZING - MIX 1	AC	3	2,695	8,085
59	CONVENTIONAL SEEDING, FERTILIZING - MIX 2	AC	10	1,375	13,750
60	CONVENTIONAL SEEDING, FERTILIZING - MIX 3	AC	4	1,375	5,500
61	CONVENTIONAL SEEDING, FERTILIZING - MIX 4	AC	3	1,300	3,900
62	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING - MIX 5	AC	6	1,600	9,600
63	2-YR VEGETATION ESTABLISHMENT AND MAINTENANCE WARRANTY	LS	1	20,350	20,350
64	SWPPP PREPARATION	LS	1	2,750	2,750
65	SWPPP MANAGEMENT	LS	1	14,050	14,050
66	SWPPP QUALIFYING RAINFALL EVENT INSPECTION	EA	30	110	3,300
67	FILTER SOCK	LF	1000	5.25	5,250
68	TEMPORARY RECP, TYPE 3.B (12-24 MONTH)	SY	20000	1.90	38,000

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ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
69	ROCK CHECK DAM	TON	50	35	1,750
70	RIP RAP, CLASS E	TON	455	37	16,835
71	SILT FENCE	LF	3500	4.15	14,525
72	STABILIZED CONSTRUCTION ENTERANCE	EA	2	750	1,500
73	HYDROMULCH - BONDED FIBER MATRIX	AC	16	3,250	52,000
74	TRM (TURF REINFORCEMENT MATS), TYPE 2	SQ	400	38.50	15,400
75	INLET PROTECTION DEVICE	EA	50	170.50	8,525
76	BIOFILTRATION AGGREGATE	CY	550	60	33,000
77	ENGINEERED SOIL MIX	CY	700	50	35,000
78	GABION BASKET FILTRATION WALL	LS	1	12,000	12,000
79	REMOVAL OF FENCE	LF	439	5	2,195
80	FRENCH DRAIN	CY	150	60	9,000
				SUBTOTAL:	~~2,715,555.30~~ T.H
					2,765,755.30 T.H
ADD ALTERNATE #1					
A-1	PLANTS, PERENNIAL - 1 GALLON	EA	743	30.25	22,475.75
A-2	PLANTS, SHRUBS - 5 GALLON	EA	18	100	1,800
				TOTAL AMOUNT BID:	~~2,740,081.05~~ T.H
					2,790,031.05 T.H

NOTE: IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE CITY. QUANITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE TOTAL BID SHALL NOT AFFECT THE UNIT PRICE BID.

H&W Contracting LLC

Bidder Name

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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

Staff Summary

6/1/2015
Agenda Item # 22.

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. 151-R-2014-2015 to Award Bid & Approve Contract On Vilas Street Repair**

BACKGROUND: Vilas Road was reconstructed in 2010 from 4th Street to the termination of Vilas Street. Vilas Road has experienced cracking on the west side from Richland drive south to the termination of Vilas Road. An agreement between I&S Group and the City of Storm Lake was the City would administer the contract and pay the contractor with the I&S Group reimbursing the City in full for the repairs.

Bids were received on May 28, 2015 at 2pm with only one bidder. Smith Concrete of Storm Lake bid the project at $58,486.15. The project is to be completed by September 25, 2015 with a $200 a day liquidated damages if not completed on time.

FISCAL IMPACT: The City will administer the contract and pay the contractor with the I&S Group reimbursing the city the full amount.

RECOMMENDATION: Approve Resolution No. 151-R-2014-2015

ATTACHMENTS:

	Description	Type
🗋	Bid	Contract
🗋	Resolution No. 151-R-2014-2015	Resolution

WORK PROPOSAL
CITY OF STORM LAKE
PROJECT NAME: VILAS ROAD PATCHING

Project Number: 105123
Proposal Due Time & Date: 2:00 p.m. - Thursday, May 28th , 2015
Proposal Due Location: City of Storm Lake, IA

				Smith Concrete Storm Lake, IA	
Item No.	Construction Item	Unit	Quantity	Unit Price	Amount
1	MOBILIZATION	LS	1	$ 2,500.00	$ 2,500.00
2	TRAFFIC CONTROL	LS	1	$ 1,000.00	$ 1,000.00
3	FULL DEPTH PCC PATCH	SY	710.6	$ 72.75	$ 51,696.15
4	SEEDING, FERTILIZING & MULCHING (CONVENTIONAL)	LS	1	$ 2,000.00	$ 2,000.00
5	FILTER SOCK	LF	38	$ 5.00	$ 190.00
6	TESTING	LS	1	$ 1,100.00	$ 1,100.00
					$ -
					$ -
			Total Proposal Amount		~~$58,296.15~~ $58,486.15

WORK PROPOSAL
CITY OF STORM LAKE
PROJECT NAME: VILAS ROAD PATCHING

Project Number: 105123
Proposal Due Time & Date: 2:00 p.m. - Thursday, May 28th , 2015
Proposal Due Location: City of Storm Lake, IA

				Smith Concrete Storm Lake, IA	
Item No.	Construction Item	Unit	Quantity	Unit Price	Amount

WORK PROPOSAL
CITY OF STORM LAKE
PROJECT NAME: VILAS ROAD PATCHING

WORK PROPOSAL
CITY OF STORM LAKE
PROJECT NAME: VILAS ROAD PATCHING

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 l. 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

Staff Summary

6/1/2015
Agenda Item # 23.

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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Resolution No. 152-R-2014-2015 Accepting Quote & Authorizing The Mayor To Sign The Agreement For The City Hall Parking Lot Improvements**

BACKGROUND: The City has a project to improve the City Hall Parking lot. The City has received a $40,000 grant for the parking lot from the Iowa Department of Agriculture and Land Stewardship (IDALS) for the improvements. The intent of this quote is to remove the current parking surface, install under drains, and backfill with gravel. The second phase of the project is to purchase pervious pavers and install the pavers as well as landscaping to the south side of the lot.

The City only received two quotes on the first phase of the project from two contractors:

Lundell	$55,731.25
Schoon	$50,870.70

The low bidder is Schoon construction.

The estimated cost of the pavers is $28,868.90

Phases B is for the purchase of pavers and installation of the pavers and landscaping. The City received one quote for the pervious pavers from Unilock. Since no quotes were received for installation of the pavers, the City, as part of our match to the IDAL's Grant, will purchase and install the pavers using Public Works personnel. Two personnel will be sent to the paving institute in Wisconsin for training.

FISCAL IMPACT: The Engineer's estimate for the City Hall Improvements is $76,280.50 to include both phases.

Cost of ground and pipe work:	$50,870.70
Cost of Pavers:	$28,868.90
Total	$79,739.60

Installation will be in kind utilizing Public Works Department Personnel.

IDALS provided $40,000 grant for this project. The remainder will come from the General Fund and in kind labor.

RECOMMENDATION: Council Adopt Resolution No. 152-R-2014-2015 Accepting Quote and authorizing the Mayor to sign the agreement with Schoon for the City Hall Parking Lot improvements.

ATTACHMENTS:

Description	Type
Schoon Quote	Backup Material
Resolution No. 152-R-2014-2015	Resolution

City Hall Parking Lot Improvements
City of Storm Lake
Storm Lake, IA

QUOTE ATTACHMENT: PART B – QUOTE ITEMS AND QUANTITIES

This is a UNIT QUOTE PRICE CONTRACT. The Bidder must provide the Unit Quote Price, the total Quote Price, and the Total Construction Cost; in case of discrepancy, the Unit Quote Price governs. The Quantities shown on the Quote Attachment: Part B – Quote Items and Quantities are approximate only, but are considered sufficiently adequate for the purse of comparing quotes. The Jurisdiction shall only use the Total Construction Cost for comparison of quotes.

QUOTE ITEMS AND QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
SCHEDULE A					
1	TRAFFIC CONTROL	LS	1	425—	425—
2	MOBILIZATION	LS	1	3500—	3500—
3	EXCAVATION, CLASS 13	CY	558	20—	11,160—
4	SUBBASE, NO. 2 STONE	SY	611	13.40	8187.40
5	BASE, NO. 57 STONE	SY	611	9.60	5865.60
Furnish → 6	SETTING BED, NO.8 AGGREGATE	Tons	65	27.50	1787.50 ✓
7	TOPSOIL, OFF-SITE	CY	35	90.00	3150—
8	SUBDRAIN, PERFORATED POLYETHELENE, 6 IN.	LF	152	20.35	3093.20
9	SUBDRAIN CLEANOUT, PVC RISER, 6 IN.	EA	1	435—	435—
10	CURB AND GUTTER	LF	59	25—	1475—
11	MODIFIED SLOPED CURB AND GUTTER	LF	109	25—	2725—
12	SIDEWALK, PCC, 5 IN.	SY	10	66—	660—
13	DETECTABLE WARNING	SF	10	16—	160—
14	PAINTED SYMBOLS AND LEGENDS	EA	1	450—	450—
15	FULL DEPTH PATCHES, 10-IN	SY	10	110—	1100—
16	PAVEMENT REMOVAL	SY	744	8—	5952—
17	SALVAGE DROP BOX, REINSTALL ON PCC SLAB FOOTING	EA	1	495—	495—
18	INLET PROTECTION DEVICE, FILTER SOCK, 8 IN.	EA	2	125—	250—
				TOTAL AMOUNT QUOTE, SCHEDULE A:	50,870.70

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ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
SCHEDULE B- FURNISH AND INSTALL PAVERS					
19	PERMEABLE ROADWAY CONCRETE PAVERS, FURNISH	LS	1		
20	PERMEABLE ROADWAY CONCRETE PAVERS, INSTALL + Setting Bed Install	LS	1		
	TOTAL AMOUNT QUOTE, SCHEDULE B				—

See Instructions to Bidders, Quote Part B

Labor $_____

Equipment Rental $_____

Fuel $_____

Other $_____

TOTAL $_____ [1]

[1] Total equals lump sum quote for item 20 above.

NOTE: IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS QUOTE. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE CITY. . NO UNIT PRICE CHANGES WILL BE ALLOWED REGARDLESS OF THE EXTENT OF ANY REVISIONS.

Addendum #1 Acknowledged May 26th 2015 CDS

Signature of City Official shall constitute a binding contract between the City of Storm Lake and the successful Contractor.

JURISDICTION: CITY OF STORM LAKE

By: _____
Jon F. Kruse, Mayor

(SEAL)

ATTEST:

_____
Justin Yarosevich, City Clerk/ Asst. City Manager

Cory Bouchard
Bidder Name

Member
Title

Schoon Construction & Excavation, LLC
Company

5047 Hwy 3
Address

Cherokee, IA 51012
City, State Zip

712- 225-6224
Telephone

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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 l. 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