

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
JANUARY 19, 2015
5:00 PM**



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

AGENDA

1. Hear the Public
2. Consent Agenda
 - A. Approve Consent Agenda
 - B. Buy Local Information
3. Sidewalk Assessment Appeal Hearing
4. Resolution No. 78-R-2014-2015 Authorizing The Use Of Parks, Food, Merchandise & Alcohol Vending, Noise Variance, Parking Lot Closure & Related Requests To The 2015 Lake Fest Event
5. Motion to Approve A Consulting Contract With Meidh
6. Motion Setting A Public Hearing On The Plans & Specifications For The Downtown Facade Renovation Project
7. Resolution No. 79-R-2014-2015 Rejecting Bids For East 10th Street Reconstruction Project
8. Set Public Hearing For The Widening Of HWY 7 From Barton Street To Northwestern Drive
9. Resolution No. 80-R-2014-2015 Accepting & Awarding Bids For Expansion Blvd Storm Water Project
10. Motion Approving The Purchase Of Land
11. Resolution No. 81-R-2014-2015 Awarding Bid On Housing Rehabilitation Project #2014-2
12. Motion To Go Into Closed Session Reference Iowa Code Chapter 21.5(c) - Reference Matters of Pending Litigation
13. 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

1/19/2015
Agenda Item # A.



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

FROM: Sue Vossberg, Deputy Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe disbursements for approval
- Sunrise Pointe disbursements for approval
- Approve January 5, 2015 City Council Minutes
- Liquor License renewals for Little Vientiene, Dollar General, and Plaza Mexico
- Native Wine permit for Hy-Vee

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$
- King's Pointe Bills - \$154,918.72
- Sunrise Pointe Golf Course Bills - \$2,375.89

The City will receive the following revenues:

- Liquor license renewal - \$1,445.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ King's Pointe - List of Bills	List of Bills
☐ Minutes - January 5, 2014	Minutes
☐ PLaza Mexico - Liquor Report	Backup Material
☐ Little Vientiene - Liquor Report	Backup Material
☐ Dollar General - Liquor Report	Backup Material

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

From: 01/06/15 To 01/19/15
User: tyler.gibbins

UNAVAILABLE

ACERO CASILLAS EVELYN	Reissue Check #43309 from 7/23/2013	16.20
ACERO CASILLAS EVELYN	Reissue Check #43309 from 7/23/2013	30.37
ACERO CASILLAS EVELYN	Reissue Check #43309 from 7/23/2013	13.49
ACERO CASILLAS EVELYN	Reissue Check #43309 from 7/23/2013	1.35
ACERO CASILLAS EVELYN	Reissue Check #43309 from 7/23/2013	6.07
AFLAC	PR Batch 00552.01.2015 Aflac Pretax	536.60
AFLAC	PR Batch 00552.01.2015 Aflac After tax	143.28
ANGUIANO NORMA	Reissue Check #47074 Refund Check	45.44
City of Storm Lake	PR Batch 00552.01.2015 Dental employee/child	5.78
City of Storm Lake	PR Batch 00552.01.2015 Dental insurance employee c	20.00
City of Storm Lake	PR Batch 00552.01.2015 Dental employee/spouse	20.60
City of Storm Lake	PR Batch 00552.01.2015 Dental insurance family	82.84
City of Storm Lake	PR Batch 00552.01.2015 125 Flexible Benefits	920.83
City of Storm Lake	PR Batch 00552.01.2015 Flex- Child Care	173.09
City of Storm Lake	PR Batch 00552.01.2015 Health Insurance Family	1,872.04
City of Storm Lake	PR Batch 00552.01.2015 Health Insurance Single	421.99
Collection Services Center	PR Batch 00552.01.2015 Child Support Payments to I	222.00
Conseco Health Insurance Co	PR Batch 00552.01.2015 Cancer Pre Tax Insurance	41.18
EFTPS	PR Batch 00552.01.2015 Federal Income Tax	11,738.77
EFTPS	PR Batch 00552.01.2015 FICA Employee Portion	3,642.19
EFTPS	PR Batch 00552.01.2015 FICA Employer Portion	3,642.19
EFTPS	PR Batch 00552.01.2015 Medicare Employee Portion	1,510.58
EFTPS	PR Batch 00552.01.2015 Medicare Employer Portion	1,510.58
ICMA Retirement Trust 457	PR Batch 00552.01.2015 ICMA	885.00
Iowa Public Employees	PR Batch 00552.01.2015 IPERS	3,655.12
Iowa Public Employees	PR Batch 00552.01.2015 IPERS City Share	5,485.62
ITT Hartford AMS RPVA	PR Batch 00552.01.2015 457 Hartford	225.00
Muni Fire/Police Retire	PR Batch 00552.01.2015 Muni Police/Fire Pension	3,100.34
Muni Fire/Police Retire	PR Batch 00552.01.2015 Muni Police/Fire Pension Ci	10,029.91
Teamsters Local Union 554	PR Batch 00552.01.2015 Union Dues	305.50
Treasurer State Of Iowa	PR Batch 00552.01.2015 State Income Tax	4,316.63

UNAVAILABLE

Department Total = 54,620.58

Police Department

Alliant Energy	Gas Service Nov/Dec 2014	659.26
Alta Body Shop	Towing Services- December 2014	810.00
Buena Vista Power Equipment, Inc	Snapper Snow Blower	949.00
Buena Vista Stationery & Print Inc	Office Supplies	132.26
Buena Vista Stationery & Print Inc	Office Supplies	3.90
Buena Vista Stationery & Print Inc	Office Supplies	4.52
Buena Vista Stationery & Print Inc	Office Supplies	7.22
Buena Vista Stationery & Print Inc	Office Supplies	30.98
City of Storm Lake	Added Antenna and Fixed K-9 Door on P11	33.00
Genesis Development	Janitorial Services December 2014	600.00
Iowa Lakes Electric Cooperative	Electric Service December 2014	58.39
MidAmerican Energy Company	Electric Service Nov/Dec 2014	725.75
Neuroth Kevin	Garbage Service December 2014	23.00
Simplex Grinnell LP	Replaced Batteries (2) During Inspection	161.50
Simplex Grinnell LP	Fire Alarm Test & Inspection	880.00
Star Energy, LLC	Fuel December 2014	3,647.98
Storm City Auto Parts	Contour Premium (2)	37.20
Storm City Auto Parts	Contour Premium (2)	42.76
Wide Open West	Phone Service January 2015	291.75

Police Department

Department Total = 9,098.47

Fire Department

Alliant Energy	Gas Service Nov/Dec 2014	799.91
Feld Equipment Company, Inc Ed M	Straps	138.00
Helens Commercial Laundry	Laundry Services December 2014	62.75
Hotsy Equipment Co	Pressure Washer Hose	187.03
MS Door Service Ltd	Pest Management Services	18.00
Neuroth Kevin	Garbage Service December 2014	52.00
Star Energy, LLC	Fuel December 2014	88.78
Wide Open West	Phone Service January 2015	50.76

Fire Department **Department Total =** 1,397.23

Building Official

Buena Vista Stationery & Print Inc	Office Supplies	6.97
Havens & Havens	Legal Services December 2014 (Condo)	178.75
Havens & Havens	Legal Services December 2014 (Sidewalks)	165.00
Star Energy, LLC	Fuel December 2014	63.78
Wide Open West	Phone Service January 2015	76.14

Building Official **Department Total =** 490.64

Animal Care

A. A. Stepan	Bd & Disp of Cats & Dogs	420.00
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Animal Care **Department Total =** 420.00

Roadway Maintenance

Alliant Energy	Gas Service Nov/Dec 2014	1,451.86
Arnold Motor Supply, LLP	Anti Freeze	13.58
Arnold Motor Supply, LLP	Supplies	23.29
Central Bank	Fork Set for Forklift	772.00
Fastenal Company	Supplies	1.74
Iowa Concrete Paving Assn	Concrete Paving Workshop Registration- Kelly	175.00
MidAmerican Energy Company	Electric Service Nov/Dec 2014	582.62
Neuroth Kevin	Garbage Service December 2014	119.25
Star Energy, LLC	Fuel December 2014	3,119.09
Storm Lake Hydraulics Co Inc	Hose & Hose End	197.24
Wide Open West	Phone Service January 2015	55.88

Roadway Maintenance **Department Total =** 6,511.55

Street Lighting

MidAmerican Energy Company	Electric Service Nov/Dec 2014	11,022.55
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Street Lighting **Department Total =** 11,022.55

Snow Removal

City of Storm Lake	Replaced Harmonic Vibration Dampner #16	781.63
City of Storm Lake	Replaced Coupler #16	103.75
City of Storm Lake	Added 2 Relays #12	61.12
Graham Tire	New Tire for Truck #60	557.49

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Snow Removal

Department Total = 1,503.99

Airport

Ansorge Bob	Iowa Aviation Conference- West Des Moines- Ansorge	163.52
Arnold Motor Supply, LLP	Hyd Fluid	51.49
Century Link	Phone Service January 2015	129.04
MidAmerican Energy Company	Electric Service Nov/Dec 2014	850.89
MS Door Service Ltd	Pest Management Services	45.00
Richardson Danny R	Iowa Aviation Conference- West Des Moines- Richard	163.52

Airport

Department Total = 1,403.46

Transit

DeWall Jeff	FY2015 2nd Qtr Transit	364.00
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Transit

Department Total = 364.00

Library

Alliant Energy	Gas Service Nov/Dec 2014	1,314.21
Genesis Development	Janitorial Services December 2014	600.00
MidAmerican Energy Company	Electric Service Nov/Dec 2014	656.03
Neuroth Kevin	Garbage Service December 2014	35.25
Wide Open West	Phone Service January 2015	131.46

Library

Department Total = 2,736.95

Band

Central Bank	Music	85.99
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Band

Department Total = 85.99

Parks Department

Alliant Energy	Gas Service Nov/Dec 2014	181.95
Arnold Motor Supply, LLP	Late Payment Fee	44.52
Arnold Motor Supply, LLP	Fuel Hose & Clamps	8.28
Arnold Motor Supply, LLP	Lamp	1.29
Arnold Motor Supply, LLP	Antenna	10.99
Arnold Motor Supply, LLP	Hyd Filter- Toolcat	46.70
MidAmerican Energy Company	Electric Service Nov/Dec 2014	370.83
Neuroth Kevin	Garbage Service December 2014	68.50
Smith Concrete Service Inc	Concrete- Gazebo	322.00
Smith Concrete Service Inc	Concrete- Gazebo	945.00
Star Energy, LLC	Fuel December 2014	596.13
Wide Open West	Phone Service January 2015	39.37

Parks Department

Department Total = 2,635.56

Golf Course

Arnold Motor Supply, LLP	Air & Fuel Filters	65.04
Arnold Motor Supply, LLP	Filter	26.36
Deere Credit Inc	Golf Course Tractor Supplies	15.32
MidAmerican Energy Company	Electric Service Nov/Dec 2014	222.34
MS Door Service Ltd	Pest Management Services	21.00

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Star Energy, LLC	Fuel December 2014	31.50
Golf Course		Department Total = 381.56
Campgrounds		
Central Bank	PayPal Account	25.00
MidAmerican Energy Company	Electric Service Nov/Dec 2014	158.30
Campgrounds		Department Total = 183.30
UNAVAILABLE		
King's Pointe Resort	December 2014 Housekeeping Expense	660.00
King's Pointe Resort	December 2014 Maintenance Expense	63.00
King's Pointe Resort	December 2014 Orkin Extermination	70.00
King's Pointe Resort	December 2014 Water Park Add on Packages	600.00
King's Pointe Resort	December 2014 Hotel Supplies	220.00
King's Pointe Resort	December 2014 Joyce's Greenhouse Overbill	-520.00
King's Pointe Resort	December 2014 Joyce's Greenhouse Overbill	-320.00
Kinseth Hospitality Corporation	December 2014 Memagement Fee	294.36
MidAmerican Energy Company	Electric Service Nov/Dec 2014	897.00
UNAVAILABLE		Department Total = 1,964.36
UNAVAILABLE		
Stille Pierce & Pertzborn	Marina Pollution Liab Renewal	559.00
UNAVAILABLE		Department Total = 559.00
Community Ed		
Community Education Dept	FY2015 2nd Qtr Reimbursement	18,487.50
Community Ed		Department Total = 18,487.50
Shelter House		
Alliant Energy	Gas Service Nov/Dec 2014	327.06
Central Bank	Range Surface Element Control	38.07
Crescent Electric Supply Co	Ceiling Sensor	109.59
MidAmerican Energy Company	Electric Service Nov/Dec 2014	177.11
MS Door Service Ltd	Pest Management Services	18.00
Shelter House		Department Total = 669.83
UNAVAILABLE		
Neuroth Kevin	Garbage Service December 2014	77.75
Storm Lake Times The	December 2014 Publications	18.40
Storm Lake Times The	December 2014 Publications	31.60
UNAVAILABLE		Department Total = 127.75
Economic Develop		
Havens & Havens	Legal Services December 2014	877.00
Havens & Havens	Legal Services December 2014	783.75

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Wide Open West	Phone Service January 2015	25.38
Economic Develop		Department Total = 1,686.13
The Reserves - TIF		
Smith Concrete Service Inc	Concrete- Rain Gardens	92.00
Smith Concrete Service Inc	Concrete- Rain Garden	236.25
Smith Concrete Service Inc	Concrete- Rain Garden	131.25
Smith Concrete Service Inc	Concrete- Rain Garden	131.25
Smith Concrete Service Inc	Concrete- Rain Garden	157.50
Smith Concrete Service Inc	Concrete- Rain Garden	131.25
The Reserves - TIF		Department Total = 879.50
Housing Program		
Havens & Havens	Legal Services December 2014	247.50
Pilot Tribune	Housing Contrator Notice	31.40
Storm Lake Times The	December 2014 Publications	8.00
Housing Program		Department Total = 286.90
Legal Services		
Havens & Havens	Legal Services December 2014	1,182.50
Havens & Havens	Legal Services December 2014	827.75
Havens & Havens	Legal Services December 2014 (Sidewalks)	82.50
Legal Services		Department Total = 2,092.75
City Hall Building		
Alliant Energy	Gas Service Nov/Dec 2014	517.62
Genesis Development	Janitorial Services December 2014	200.00
Julius Dennis R.	Entrance Mat Services	85.20
MidAmerican Energy Company	Electric Service Nov/Dec 2014	379.98
MS Door Service Ltd	Pest Management Services	23.00
Neuroth Kevin	Garbage Service December 2014	27.00
Olthoff Michael	Finish & Insulate 6 Windows	2,422.44
Steve's Window Svc	Window Cleaning Service	37.00
Wide Open West	Phone Service January 2015	88.91
City Hall Building		Department Total = 3,781.15
Other Policy & Administration		
Buena Vista Co Recorder	Meridian Easement Recording Fee	77.00
Buena Vista Stationery & Print Inc	Office Supplies	3.22
Buena Vista Stationery & Print Inc	Office Supplies	8.94
Central Bank	Des Moines Register	10.00
First Cooperative Assoc	Ag Land Expenses 1/19/2015	2,262.70
Genesis Development	Confidential Shredding December 2014	33.76
Genesys Conferencing	Conference Calls	95.46
IMFOA	Annual Membership- 4/2015 to 4/2016	23.33
Intl Inst of Municipal Clerks	IIMC Membership through 3/31/2016- Movall	51.66
Patrick James H	ICMA Leadership- Williamsburg- Patrick	448.87
Qualified Presort Service, LLC	City Tidbits	201.30
Storm Lake Times The	December 2014 Publications	34.22

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Storm Lake Times The	December 2014 Publications	22.20
Storm Lake Times The	December 2014 Publications	67.60
Storm Lake Times The	December 2014 Publications (Erie St CDBG App)	5.00
Storm Lake Times The	December 2014 Publications (Sale of Alley)	20.60
Storm Lake Times The	December 2014 Publications	42.63

Other Policy & Administration	Department Total =	3,408.49
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Water Administration

Buena Vista Stationery & Print Inc	Office Supplies	8.94
Genesis Development	Janitorial Services December 2014	200.00
IMFOA	Annual Membership- 4/2015 to 4/2016	23.33
Intl Inst of Municipal Clerks	IIMC Membership through 3/31/2016- Movall	51.67
Patrick James H	ICMA Leadership- Williamsburg- Patrick	448.88
Qualified Presort Service, LLC	ACH Statements	91.73
Qualified Presort Service, LLC	Monthly Statements	398.18
Qualified Presort Service, LLC	Final Bills	5.98
Qualified Presort Service, LLC	ACH Final Bills	2.81
Qualified Presort Service, LLC	Past Due Notices	80.44
Wide Open West	Phone Service January 2015	75.85

Water Administration	Department Total =	1,387.81
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Water Plant

Alliant Energy	Gas Service Nov/Dec 2014	1,641.59
Buena Vista Glass	Elevator Light Panels	259.44
Certified Testing Services, Inc	Concrete Testing	909.00
Foundation Analytical Laboratory Inc	December 14, 2014 Chlorite	168.00
Foundation Analytical Laboratory Inc	December 14, 2014 Chlorite	72.00
Foundation Analytical Laboratory Inc	December 14, 2014 Fluoride	15.00
Foundation Analytical Laboratory Inc	December 14, 2014 Nitrite	15.00
Foundation Analytical Laboratory Inc	December 14, 2014 Metals	90.00
Foundation Analytical Laboratory Inc	December 14, 2014 Coliforms	156.00
Interstate Industrial Instrumentation, Inc	Calibrate Gas Meter	65.85
MidAmerican Energy Company	Electric Service Nov/Dec 2014	13,301.09
Mississippi Lime Company	Lime	4,788.00
Neuroth Kevin	Garbage Service December 2014	69.00
PraxAir inc	Carbon Dioxide	624.80
Skarshaug Testing Laboratory, Inc	Test Electrical Gloves	24.85
Star Energy, LLC	Fuel December 2014	161.16
Wide Open West	Phone Service January 2015	165.14

Water Plant	Department Total =	22,525.92
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Water Distribution

Alliant Energy	Gas Line Installation	2,344.50
Alliant Energy	Gas Service Nov/Dec 2014	58.64
Arnold Motor Supply, LLP	Air Compressor Cap & Rotor	30.35
Buena Vista Stationery & Print Inc	Office Chair	339.99
Gongol & Assoc DJ	Pump Repairs	82.00
MidAmerican Energy Company	Electric Service Nov/Dec 2014	83.37
Star Energy, LLC	Fuel December 2014	220.96
Wide Open West	Phone Service January 2015	72.35
Zone Home Entertainment LLP	Cell Phone Batteries	59.98

Water Distribution	Department Total =	3,292.14
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Water Meters

Star Energy, LLC	Fuel December 2014	183.80
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Water Meters

Department Total = 183.80

Wastewater Administration

Alliant Energy	Gas Service Nov/Dec 2014	58.63
Buena Vista Stationery & Print Inc	Office Supplies	8.93
Genesis Development	Janitorial Services December 2014	200.00
IMFOA	Annual Membership- 4/2015 to 4/2016	23.34
Intl Inst of Municipal Clerks	IIMC Membership through 3/31/2016- Movall	51.67
Patrick James H	ICMA Leadership- Williamsburg- Patrick	448.87
Qualified Presort Service, LLC	Past Due Notices	80.44
Qualified Presort Service, LLC	Final Bills	5.98
Qualified Presort Service, LLC	Monthly Statements	398.18
Qualified Presort Service, LLC	ACH Statements	91.73
Wide Open West	Phone Service January 2015	88.53

Wastewater Administration

Department Total = 1,456.30

Wastewater Treatment Plant

Alliant Energy	Gas Service Nov/Dec 2014	673.49
Buena Vista Stationery & Print Inc	Office Supplies	32.55
Ferguson Enterprises Inc	Supplies	759.44
Foundation Analytical Laboratory Inc	December 14, 2014 Coliforms	2,175.00
G & T Trucking Inc	Lime Water Hauling	300.00
Hach Chemical Company	WIMS Online	532.00
MidAmerican Energy Company	Water Pump 2-1 New Service- Dec 2014	65.92
MidAmerican Energy Company	Water Pump 2-2 New Service- Nov/Dec 2014	55.69
MidAmerican Energy Company	Electric Service Nov/Dec 2014	8,448.20
Neuroth Kevin	Garbage Service December 2014	62.75
Star Energy, LLC	Fuel December 2014	321.50

Wastewater Treatment Plant

Department Total = 13,426.54

Wastewater Collection

Eriksen Construction Co, Inc	Pay Estimate #15 of Contract #4 through 12/31/2014	52,881.75
Eriksen Construction Co, Inc	Pay Estimate #15 of Contract #4 through 12/31/2014	7,050.90
Eriksen Construction Co, Inc	Pay Estimate #15 of Contract #4 through 12/31/2014	10,576.35
Gridor Construction, Inc	Pay Estiamte #21 of Contract #5 through 12/31/2014	21,695.62
Gridor Construction, Inc	Pay Estiamte #21 of Contract #5 through 12/31/2014	2,892.75
Gridor Construction, Inc	Pay Estiamte #21 of Contract #5 through 12/31/2014	4,339.13
H & W Contracting LLC	Pay Estimate #8 Retainage of Contract #1	56,868.00
H & W Contracting LLC	Pay Estimate #8 Retainage of Contract #1	7,582.40
H & W Contracting LLC	Pay Estimate #8 Retainage of Contract #1	11,373.60
Havens & Havens	Legal Services December 2014	371.25
Magney Construction Inc	Pay Estimate #11 of Contract #6 Retainage	129,161.00
Star Energy, LLC	Fuel December 2014	113.83

Wastewater Collection

Department Total = 304,906.58

Landfill

Qualified Presort Service, LLC	Monthly Statements	398.18
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Qualified Presort Service, LLC	ACH Statements	91.72
Qualified Presort Service, LLC	Final Bills	5.97
Qualified Presort Service, LLC	Past Due Notices	80.44

Landfill	Department Total =	576.31
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Storm Water Administration

Genesis Development	Janitorial Services December 2014	200.00
Qualified Presort Service, LLC	Final Bills	5.98
Qualified Presort Service, LLC	Past Due Notices	80.43
Qualified Presort Service, LLC	ACH Statements	91.73
Qualified Presort Service, LLC	Monthly Statements	398.17

Storm Water Administration	Department Total =	776.31
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Storm Water Collection

Certified Testing Services, Inc	Geotechnical Report- Sand, Petty, & Connell Propertie	2,000.00
Havens & Havens	Legal Services December 2014	209.00
Storm Lake Times The	December 2014 Publications	31.60

Storm Water Collection	Department Total =	2,240.60
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Insurance

Auxiant - Claims Account	Claims 1/6/2015	2,950.83
Auxiant - Claims Account	Claims 1/12/2015	11,866.91
Auxiant - Flex Account	1/7/2015 Flex	180.18
Havens & Havens	Legal Services December 2014	770.00

Insurance	Department Total =	15,767.92
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UNAVAILABLE

Fareway Store #461	Door Prize Gift Card	50.00
Salus LLC	December 2014 Memberships (11)	220.00

UNAVAILABLE	Department Total =	270.00
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Vehicle Maintenance

Arnold Motor Supply, LLP	Air Filter	44.98
Arnold Motor Supply, LLP	Filter Returned	-39.88
Arnold Motor Supply, LLP	Batteries Returned (3)	-45.00
Arnold Motor Supply, LLP	Oil Filter & Brakeline Supplies	20.62
Arnold Motor Supply, LLP	Battery & Oil Filters	209.50
Arnold Motor Supply, LLP	Battery #136	113.99
Arnold Motor Supply, LLP	Supplies	6.24
Arnold Motor Supply, LLP	Battery Core Returned (3)	-67.50
Arnold Motor Supply, LLP	Battery (2)	244.98
Arnold Motor Supply, LLP	Gloves	21.18
Arnold Motor Supply, LLP	Fiberglass & Masking Tape	107.92
Arnold Motor Supply, LLP	Belt for #12	86.48
Arnold Motor Supply, LLP	Fuse	9.76
Arnold Motor Supply, LLP	Light	9.58
Arnold Motor Supply, LLP	Relay	19.78
Arnold Motor Supply, LLP	Filter	39.88
CNH Industrial America LLC	Switch	19.50

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PowerPlan	Mileage for Service Call	297.50
PowerPlan	Supplies for #16	473.13
Storm Lake Hydraulics Co Inc	Hydrualic Quick Connector	618.48

Vehicle Maintenance	Department Total =	2,191.12
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Technology		
CivicPlus	CivicSend Module	497.50
Rebnord Technologies Inc	MyAnti Spam	75.00
Rebnord Technologies Inc	IT Service Agreement	3,925.00
Wide Open West	Internet Service January 2015	813.95

Technology	Department Total =	5,311.45
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Grand Total =	501,111.99
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King's Pointe Resort
Disbursements 12/31/2014 through 1/13/2015

Vendor Name	Description	Amount
ACCO (2)	supplies	2270.35
Ace Hardware Inc. (2)	supplies	89.37
Ameripride Services (2)	supplies	1,093.44
Booking.com	commission	14.85
Buena Vista Stationery	supplies	48.90
Bunkers Feed & Supply Inc.	supplies	315.80
Capital Sanitary Supply Co. (2)	supplies	142.73
Central Iowa Distributing Inc	supplies	93.85
City of Storm Lake	water service	4,221.73
Citadel Communications Co. - KCAU	advertising	1,210.00
Color-ize	supplies	358.80
Crescent Electric Supply Co. (2)	supplies	513.08
Elissa Doebel	reimbursement	296.26
Ferguson Enterprises, Inc.	supplies	103.16
First National Bank - Omaha (2)	credit card payments	2,628.59
Grainger	supplies	444.43
Graphic Edge Inc.	supplies	431.84
Hard Tops of Iowa	supplies	885.00
HD Supply Facilities Maint.	supplies	49.90
Hy-Vee Food Stores (2)	food	126.63
Iowa Office Supply Inc.	supplies	1,408.85
J Dan Skinner.com	tech support	26.50
Julius Cleaners (2)	supplies	256.05
Kinseth Hotel Corporation (3)	payroll, management fee	87,497.69
Maintenance USA	supplies	29.07
Brian Oakleaf	reimbursement	208.00
Orkin Exterminating Inc.	pest control	200.95
Pepsi-Cola Bottling Co (2)	beverages	544.34
Revinat Inc.	supplies	375.00
Jayme Riedell	reimbursement	49.00
Sceptre Hospitality Resources	supplies	1,199.89
Continuum Retail Energy Service	utilities	13,261.19
Sysco Guest Supply LLC (2)	supplies	911.42
Treasurer State of Iowa	sales tax	12,800.00
Tru Art	supplies	2,210.85
UPS	shipping	24.36
US Foods (2)	food	14,957.99
Vizergy	web support	2,060.00
Al's Liquor	beverages	464.76
Doll Distributing LLC	beverages	279.10
Johnson Brothers/ Iowa Wine & Bev	beverages	266.00
Saga Communications - KICD, KLLT	advertising	335.00
Steve's Window Service	window cleaning	214.00
Total		154,918.72

Sunrise Pointe Golf Course
Disbursements 12/31/2014 through 1/13/2015

Kinseth Hotel Corporation (2)	payroll, management fee	2,375.89
Totals		2,375.89

These are Draft Minutes Subject to Final Council Approval

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

Present: Mayor Jon Kruse, Council Members Dan Anderson, Sara Huddleston (left at 6:05PM), Mike Porsch, Bruce Engelmann and David Walker (arrived at 5:22PM).

Absent: None. Staff present: City Manager Jim Patrick, City Attorney Phil Havens, Public Safety Director Mark Prosser, Building Official Scott Olesen, Fire Chief Mike Jones, Infrastructure Superintendent Pat Kelly, Project Manager/Community Development Director Mike Wilson, Water Plant Superintendent Todd Allen, Wastewater Superintendent Ron Jacobsen, Finance Department Manager Jennifer Movall, and Justin Yarosevich City Clerk.

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

Hear the Public – None

Consent Agenda – Moved by Council Member Engelmann to approve the consent agenda which checks #47913 through #48045, minutes from the December 15, 2014 council meeting, liquor license renewal for Al's Liquors and Ahuachapan Restaurant, and native wine permit for the Daily Apple. Seconded by Council Member Porsch. Vote: All ayes with Council Member Walker absent. Motion carried.

Alley Sale – Mayor Kruse opened the public hearing on the proposed sale of the vacated alley in Block 41 to St. Mary's Church stating that this was the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Moved by Council Member Anderson to adopt Resolution No. 73-R-2014-2015 approving the sale of the north-south alley in Block 41 to St. Mary's Roman Catholic Church for \$1.00 and additional consideration of St. Mary's agreement to pave the north-south alley in Block 30. Seconded by Council Member Porsch. Vote: All ayes with Council Member Walker absent. Motion carried.

RESOLUTION NO. 73-R-2014-2015

RESOLUTION APPROVING SALE AND CONVEYANCE OF REAL ESTATE TO ST. MARY'S ROMAN CATHOLIC CHURCH AND AUTHORIZING MAYOR AND CLERK TO EXECUTE CONTRACTS, DEEDS, AND DOCUMENTS FOR SUCH SALE AND CONVEYANCE

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

The north-south alley in Block Forty-One (41), City of Storm Lake, Iowa

(the “Real Estate”);

WHEREAS, the City Council, by Resolution adopted December 15, 2014, proposed to sell the Real Estate to St. Mary’s Roman Catholic Church, located in Storm Lake, Iowa (“St. Mary’s”) for one dollar (\$1.00) and the additional consideration consisting of St. Mary’s agreement to have St. Mary’s contractor pave, at the Church’s expense, another north-south alley owned by the City of Storm Lake in Block 30, City of Storm Lake, Iowa between 3rd Street on the south and Bair Street on the north, at such time as St. Mary’s contractor paves St. Mary’s parking lot on Lot 1, Block 30, City of Storm Lake, Iowa, directly east of the alley proposed to be paved;

WHEREAS, the cost of paving the alley in Block 30 is estimated to be \$25,000.00, including expenses for paving, storm water improvements, and engineering;

WHEREAS, the City has vacated the north-south alley in Block Forty-One (41), City of Storm Lake, Iowa, and the Real Estate is not otherwise needed by the City;

WHEREAS, notice of the January 5, 2015 hearing on said proposed sale has been made to the public by publication in the Storm Lake Times on December 19, 2014, pursuant to a directive to the Clerk contained in the December 15, 2014 Resolution, and such hearing has now been held; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City of Storm Lake, Iowa does hereby agree to sell and convey the Real Estate to St. Mary’s for the consideration of \$1.00 and the other consideration set forth above.

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

Passed and approved this 5th day of January, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Erie Street CDBG Grant Application – Mayor Kruse opened the public hearing on a grant application for the CDBG Program for the Erie Street Storm Water Project stating

that this was the time and place for any comments. Justin Yarosevich made the following comments.

- The need has been identified by the lack of storm water drainage capabilities in the Erie Street project area which results in excessive run off of storm water and deteriorating street and parking lot surfaces.
- The project will be funded with a combination of CDBG funds and G.O. Bonds. Total project costs are \$1,283,900.00.
- The grant application will be submitted to the Iowa Economic Development Authority no later than January 12, 2015.
- The City is requesting \$600,000 in CDBG funds for the proposed project.
- The project will result in City-wide benefit. Based on a recent City-wide survey, 60% of the residents living in the community are low-and-moderate income.
- The proposed location of improvements is Erie Street from Milwaukee Avenue to 6th Street.
- The proposed project will not result in the displacement or relocation of any persons or businesses.
- Since this project will not result in the displacement or relocation of any persons or businesses, there are no plans being made to assist displace persons.
- The nature of the proposed project involves the construction of storm water drainage improvements, including pervious pavers, bio retention, rain gardens, and tree wells, along Erie Street from Milwaukee Avenue to 6th Street.

Hearing no further comments the Mayor then closed the public hearing.

Moved by Council Member Engelmann to approve a contract with Simmering & Cory for CDBG grant writing services and administration for the Erie Street Storm Water Project. Cost of contract is \$800 for grant writing and \$20,000 for grant administration if grant is awarded. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Walker absent. Motion carried.

Moved by Council Member Porsch to approve an agreement with Bolton & Menk for preliminary engineering design services on the CDBG application for the Erie Street Storm Water Project. Cost of the agreement is \$4,500. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Walker absent. Motion carried.

FEMA Project – Contract #2 – Moved by Council Member Anderson to adopt Resolution No. 74-R-2014-2015 approving change order #3 to the Sanitary Sewer System

Mitigation Project contract 2 – Sanitary Sewer and Force Main – West Area a deduction of \$18,992.64 to the contract. Total contract cost is \$1,410,632.36. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Walker absent. Motion carried.

RESOLUTION NO. 74-R-2014-2015

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

To approve Change Order No. 3 to the contract with J & K Contracting, LLC. for the Sanitary Sewer System Mitigation Project Contract 2 – Sanitary Sewer and Force Main – West Area, to reconcile the original proposal quantities to the actual quantity of work constructed for the project.

The total cost for Change Order #3 is a deduction of \$18,992.64 to the contract. Total contract cost after Change Order #3 is \$1,410,632.36.

PASSED AND APPROVED this 5th day of January, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Moved by Council Member Engelmann to adopt Resolution No. 75-R-2014-2015 approving change order #4 to the Sanitary Sewer System Mitigation Project contract 2 – Sanitary Sewer and Force Main – West Area a deduction of \$4,458.21 to the contract. Total contract cost is \$1,406,174.15. Seconded by Council Member Porsch. Vote: All ayes with Council Member Walker absent. Motion carried.

RESOLUTION NO. 75-R-2014-2015

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

To approve Change Order No. 4 to the contract with J & K Contracting, LLC. for the Sanitary Sewer System Mitigation Project Contract 2 – Sanitary Sewer and Force Main – West Area, to incorporate in the construction contract the following four credits:

1. Credit for roadway damage – deduct \$1,833.60
2. Credit for field tile repair – deduct \$1,500.00
3. Credit for crop damages in 2013 on the Redenbaugh property – deduct \$601.89
4. Credit for crop damages in 2014 on the Redenbaugh property – deduct \$522.72

The total cost for change order #4 is a deduction of \$4,458.21 to the contract. Total contract cost after change order #4 is \$1,406,174.15.

PASSED AND APPROVED this 5th day of January, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Council Member Walker arrived at 5:22PM.

Moved by Council Member Anderson to adopt Resolution No. 76-R-2014-2015 approving a supplemental contract with J & K Contracting for the Sanitary Sewer System Mitigation Project – Contract 2 – Sanitary Sewer and Force Main – West Area. Cost of supplemental contract is \$2,000.00. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

RESOLUTION NO. 76-R-2014-2015

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

To approve a Supplemental Contract with J & K Contracting, LLC for the Sanitary Sewer System Mitigation Project – Contract 2 – Sanitary Sewer and Force Main – West Area. Supplemental contract includes the following items:

1. The final grading and seeding of areas along Highway 110 and Marina Road
2. Establish a stand of grass and stabilization to allow for discontinuance of General Permit No. 2

Total cost of the supplemental contract is \$2,000.00

PASSED AND APPROVED this 5th day of January, 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Moved by Council Member Porsch to adopt Resolution No. 77-R-2014-2015 approving the final acceptance of the Sanitary Sewer System Mitigation Project – Contract 2 – Sanitary Sewer and Force Main – West Area. Final Contract amount is 1,404,174.15. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

RESOLUTION NO. 77-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 J & K Contracting, LLC, Ames, IA with regard to the Sanitary Sewer System Mitigation Project Contract 2 – Sanitary Sewer and Force Main – West Area, 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 \$1,404,174.15.

PASSED AND APPROVED this 5th day of January 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Audit Services – Moved by Council Member Walker to approve a contract with Hunzelman, Putzier & Co. for the FY 2015 Audit. Cost of contract \$25,000. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Lake Avenue Trail – Moved by Council Member Posch to set February 2, 2015 at 5:00pm for a public hearing on the plans and specifications for the Lake Avenue Trail Project. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Highway 7 Project – Moved by Council Member Walker to approve an agreement with the Chicago Central & Pacific Railroad for traffic signal timing at the intersection of Northwestern and Milwaukee (Hwy 7) for the Hwy 7 Widening project. Estimated cost

\$50,633.67. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

CGI Communications Agreement – Moved by Council Member Anderson to approve an agreement with CGI Communications to provide a community video program for the city's web page at no cost to the City. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Study Session – During the study session discussion was on two on going land developments. Mike Wilson explained to the Council that staff was recommending sending out RFP's for the development of the condo site to encourage development of the site. Jim Patrick discussed the lease of the Memorial property to the railroad to relocate their office and storage to the site. The proposed term would be 99 years. The City would obtain a lease on three downtown properties for 99 years in exchange for the lease of the Memorial property.

Closed Session – Moved by Council Member Walker to go into closed session at 6:02PM in reference to Iowa Code Chapter 21.5(i) to discuss the City Manager evaluation. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Attendance in closed session: Mike Porsch, Dan Anderson, David Walker, Bruce Engelmann, Mayor Kruse and Justin Yarosevich.

Jim Patrick attended the closed session at 7:50PM.

Moved by Council Member Walker to return to open session at 8:25pm. Seconded by Council Member Porsch. Vote: All ayes with Council Member Huddleston absent. Motion carried.

City Manager Contract - Moved by Council Member Anderson to approve renewal of the City Manager's contract and an increase in total compensation of \$2,500 to be split between salary and retirement as determined by the City Manager. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Huddleston absent. Motion carried.

Adjourn – Moved by Council Member Walker to adjourn the meeting at 8:27PM. Seconded by Council Member Porsch. Vote: All ayes with Council Member Huddleston absent. Motion carried.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: JANUARY 14, 2015

REFERENCE: LIQUOR LICENSE RENEWAL
PLAZA MEXICO
1502 N LAKE AVE

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

	01-11-2013 to 01-13-2014	01-14-2014 to 01-12-2015
INCIDENTS	none	none
ARRESTS	none	none

Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: JANUARY 14, 2015

REFERENCE: LIQUOR LICENSE RENEWAL
LITTLE VIENTINE
805 FLINDT DR #1

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

	11-12-2012 to 10-28-2013	10-29-2013 to 1/12/2015
INCIDENTS		
Accident	1	1
Ambulance Assist	1	0
Animal Call	3	0
Business Security	4	2
City Code Enforcement	3	0
Disturbance/Noise/Party	0	2
Intoxicated Driver	0	1
Keys Locked in Car	1	0
PR/Talk/Presentation	1	3
Street Beat	1	2
Vehicle Stop	4	9

ARRESTS

Allow to Consume After Hours	0	1
Operating While Intoxicated	0	1

Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: JANUARY 14, 2015

REFERENCE: LIQUOR LICENSE RENEWAL
DOLLAR GENERAL
1423 N LAKE AVE

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

	02-12-2013 to 02-09-2014	02-10-2014 to 01-12-2015
INCIDENTS		
Animal Call	0	1
Burglar Alarm	0	7
Business Security	44	78
Child Abuse	1	0
Citizens Assist	0	2
Drug Investigation	1	0
Intoxicated Driver	1	0
Keys Locked In Car	2	7
Motorist Assist	1	0
Registration Check	0	1
Station Assignment	1	2
Street Beat	10	23
Suspicious Vehicle	6	1
Theft	1	0
Vehicle Stop	14	12
Warrant Service	0	1

ARRESTS

Carrying Weapons	0	1
Theft	1	0
Warrant Served for Another Dept	0	1

Recommendation: Approval of liquor license.

Staff Summary

1/19/2015
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 provided a summary of purchases identified in the current list of bills to be approved that are purchased locally (within the City of Storm Lake), within Buena Vista County, and outside of Buena Vista County are presented here for Council's review. This information is presented for both the City and King's Pointe's bills.

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

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

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

FISCAL IMPACT:

	Total Expenses	Calculated Expenses	Local	%	BV Co	%	Non Local	%
City	\$501,111.99	\$124,124.47	\$106,700.91	85.96	\$887.00	.71	\$16,536.56	13.33
King's Pointe	\$154,918.72	\$54,165.77	\$8,072.23	14.90	0.00	0	\$46,093.54	85.10
Golf Course	\$2,375.89	\$0.00	\$0.00	0	0.00	0	\$0	0

RECOMMENDATION: Review Buy Local Information

Staff Summary

1/19/2015
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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Sidewalk Assessment Appeal Hearing**

BACKGROUND: The City Code outlines the Sidewalk Inspection Program/Process which includes an assessment process should the property owner not complete repairs on their sidewalk as identified in the annual inspection and as required by the Code. Part of that process includes providing the owners with the right to appeal the assessment amount. The right to appeal the findings of the inspection has passed.

Summary of the process:

City Staff inspected sidewalk zone #5 and #1 (downtown which is done annually). During that inspection 74 properties were found to have deficiencies as outlined by the inspection program.

These properties were tagged the day the inspection was completed with notice that a deficiency was found and the area was marked with colored paint on the sidewalk. Following the inspections staff sent out Certified Notices to all the property owners with a copy of the inspection sheet and a cover letter explaining that they had 60 days in which to make the repairs. This notice also gave them the opportunity to appeal the findings of the inspection. A copy of the letter is attached to this staff summary - INITIAL NOTIFICATION OF VIOLATION LETTER.

After allowing sixty days for repairs to be made city staff then completed a second inspection of the sidewalks found to be in violation to ensure that repairs had been made. Those that were found to still be deficient were then notified by mail of a pending assessment to their property. This notification was a formal legal document that was also recorded with the BV County Recorder's office on their property. At this point the City notified 22 properties. A copy of this notification is attached to this staff summary - NOTICE TO PUBLIC OF ASSESSMENT.

At this point the City solicited bids for the properties that were still

in violation. Upon receipt of the NOTICE TO PUBLIC OF ASSESSMENT a few property owners completed their repairs and so the bid document included a total of 17 properties. A couple property owners did notify the City and staff worked with them to complete the work on their own prior to the City's contractor doing the work. Four properties were fixed prior to the work having to be done by the City's contractor.

A copy of the bid solicitation is attached to this staff summary for the reader's review. Page two of the bid solicitation indicates the size of the area to be replaced based on the deficiency found and the size of the original section of concrete.

The contractor did try to get all the properties done prior to weather setting in but fell short of completing them all. For those that are done (seven properties were completed) a final notice was sent to them by Certified Mail notifying them that the work was completed on their behalf and the cost of the repair per the bid plus a \$30.00 administrative fee for handling the process of getting the sidewalk repaired.

This notification gave them until January 14, 2015 to make full payment to the City of Storm Lake and avoid the assessment. There are two property owners who have made payment in full at this point. The properties on which the work was completed that are to be assessed will be forwarded to BV County Auditor for assessment by a resolution of the Council, to be considered at the February 16, 2015 regular meeting.

This notification (ASSESSMENT NOTICE), a copy of which is attached to this staff summary, also gave them the right to appeal the amount of the assessment at the January 19th, 2015 Council Meeting if they have filed an appeal by January 14, 2015. The only person who filed an apparent appeal is Larry Wells. This agenda item will take care of the assessment hearing as required by law.

At the current time staff believes that there is potential that at least two individuals will be present to appeal their assessment amount. Council should allow him to make his case regarding the assessment amount and ask any questions that Council feels would help them in deciding on the appeal.

In regards to the appeal here are a few notes:

1. They only have the right to appeal the cost of the assessment not the infractions found - the time for that appeal has passed.
2. The assessment is based on the bid price provided by the lowest bidder for bids received in the solicitation plus a \$30.00 administrative fee. They have the opportunity to pay off the assessment over a period of two (2) years with a 4% interest rate.

3. The City Code specifically indicates that the repairs if done by the City of Storm Lake will be done to provide the most permanent solution and that we will remove and replace the affected sections of sidewalk. Thus in cases where some property owners may have elected to grind or patch a violation at a reduced cost the City would remove and replace the entire panel/section.

4. The area that was outlined in the bid was identified by the inspection staff marked in colored paint on the sidewalk prior to the bids being sent out. This was a second time the sidewalk was marked with the violation.

5. Cost for repair will vary by address affected depending on a number of factors including: type of violation found, size of the sections of concrete, and width of the sidewalk.

Following the hearing of each appeal the Council will have to make a determination on the outcome of the appeal as to whether the assessment will be affirmed, reversed, or modified.

Attached to this staff summary are the individual assessment notifications provided to each of the property owners who may choose to appeal during this appeal hearing.

Prior to development of this staff summary staff had been contacted by Larry Wells and Dick Utter regarding their assessments. The City received a letter from Mr. Wells on January 14, 2014 which is attached to this staff summary for review. Mr. Wells received and signed for both certified letters the first was the notice of violation on June 3, 2014.

Copies of the document for all six properties who have the opportunity to appeal are attached to this staff summary and any communication that the City has had with them to this point is also attached.

FISCAL IMPACT:

The total cost of the bid to repair the sidewalks listed in the original bid documents was \$10,263.00. As noted above the cost per property will vary depending on the type of work to be completed.

RECOMMENDATION:

Open the Hearing

Allow anyone who has timely filed an appeal to present their case
Make determination in the form of a Motion to affirm, reverse, or modify the assessment amount

ATTACHMENTS:

Description	Type
☐ Initial Notification of Violation Letter	Backup Material
☐ Notice to Public of Assessment	Backup Material
☐ Assessment Notice	Backup Material
☐ Sidewalk Bid Document	Backup Material
☐ BV Abstract - 716 Russell	Backup Material
☐ Burgo-Sierra - 721 Michigan	Backup Material

📄	Alderton - 900 E 1st	Backup Material
📄	Valasquez - 115 E 7th	Backup Material
📄	Wells - 307 E 6th St	Backup Material
📄	Wells Letter January 14, 2015	Letter

June 2, 2014



Name
Address
Storm Lake, IA 50588

City of Storm Lake
PO Box 1086
Storm Lake, IA 50588

SENT VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

p (712) 732-8000
f (712) 732-4114

Dear ~~XXXXXXXXXX~~,

This letter serves as official notification that the sidewalk in front of or adjacent to your property has City Ordinance violations for sidewalks that need to be corrected. The attached inspection sheet identifies the location of the violations and the type of violation that was identified during the inspection. **You have sixty (60) days from the date of this mailing to make all of the repairs as identified in the inspection notice.** Any repairs that have not been made within the 60 days will be forwarded to an assessment process for remediation.

You have the right to appeal the findings of the inspection within five (5) days from the date of receipt of this notice. If you would like to appeal the findings you must do so in writing and the letter must include the following information:

Name of Property Owner
Address of Property
Phone Number for Owner

Cell Phone Number for Owner
Email Address for Owner
Mailing Address for Owner

Once the City has received the request for an appeal, an appeal hearing will be scheduled in which you will be able to present evidence that the findings of the inspection are not correct and do not constitute a violation of the City ordinance.

On the back of the Inspection Form (attached to this letter) is the application for repair form that must be completed and returned to the City of Storm Lake prior to starting repair work on the sidewalk. After receipt of this application the City will issue a permit for the work at **NO** cost to you. A Sidewalk Repair Permit is required prior to conducting repairs on your sidewalk.

If you are not able to make the repairs to your sidewalk within sixty days from the date of this letter, the City will cause the work to be done through an assessment process in which the cost of the repairs and an administrative fee will be assessed to your property.

For more information on the City of Storm Lake Sidewalk Inspection program we invite you to go to our web page at www.stormlake.org/sidewalks or contact the Code Enforcement Officer at 712-732-8002.

Thanks for your attention to this matter.

City of Storm Lake

SCANNED

9/18/2014

Buena Vista Shari O'Bannon
Fee Book 142317
09/16/2014 @11:17AM # Pages 3
NOT NOTICE
Total Fees: \$27.00

NOTICE TO PUBLIC OF ASSESSMENT

INDEX

City of Buena Vista
Notice is hereby given to the public and to each of the property owners listed below that each such property listed below is now subject to a special assessment for required sidewalk repairs. Each property owner listed below has previously been given notice by certified mail of defects in the public sidewalk serving the property and giving the property owner 60 days in which to have the repairs completed. The earlier notice also advised these owners that if these repairs were not timely completed, the City would cause the repairs to be made and then assess the cost against the property to be collected in the same manner as real estate taxes.

The following properties have not had the sidewalk deficiencies corrected and will therefore be subject to a special assessment for the cost of making these repairs upon completion of the repair work by the City's contractor and determination of the appropriate amount of cost attributable to those repairs. The assessment will also include a reasonable administrative charge to cover the cost of administering this program.

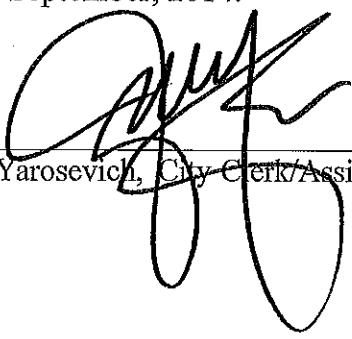
The names of the property owners, the street address of the property and the legal description of the property are as follows:

<u>Owner(s)</u>	<u>Street Address</u>	<u>Legal Description</u>
1. Jorge A. Torres-Garcia	522 Cayuga	06-21 Storm Lake Corp. Hayes Ex W 36'
2. Roderick J Alderton Janice Ann Alderton	900 E 1 st	01-01 Storm Lake Corp Hayes O Connells Add.
3. Larry G Wells	307 E. 6 th	08-02 Storm Lake Corp Hayes E 50' Lots 8 & 9

4. Javier Velasquez Rosa Velasquez	115 E. 7 th	01-65 Storm Lake Corp Hayes E 66' Ex N 65' E 66' Lots 2 & 3
5. REDD Inc	1008 E Milwaukee	02-90-37 Storm Lake Corp Hayes Aud S/D NW NW Tr 100' x 135' Lot 4 Starvin Gardens Condo Unit #1
6. REDD Inc	1008 E Milwaukee	02-90-37 Storm Lake Corp Hayes Aud S/D NW NW Tr 100' x 135' Lot 4 Starvin Gardens Condo Unit #2
7. REDD Inc	1008 E Milwaukee	02-90-37 Storm Lake Corp Hayes Aud S/D NW NW Tr 100' X 135' Lot 4 Starvin Gardens Condo Unit #3
8. REDD Inc	1008 E Milwaukee	02-90-37 Storm Lake Corp Hayes Aud S/D NW NW Tr 100' X 135' Lot 4 Starvin Gardens Condo Unit #4
9. REDD Inc	1008 E Milwaukee	02-90-37 Storm Lake Corp Hayes Aud S/D NW NW Tr 100' X 135' Lot 4 Starvin Gardens Condo Unit #5
10. REDD Inc	1008 E Milwaukee	02-90-37 Storm Lake Corp Hayes Aud S/D NW NW Tr 100' X 135' Lot 4 Starvin Gardens Condo Unit #6
11. REDD Inc	1008 E Milwaukee	02-90-37 Storm Lake Corp Hayes Aud S/D NW NW Tr 100' X 135' Lot 4 Starvin Gardens Condo Unit #7
12. Boz-Wellz Inc	505 Erie	15-21 Storm Lake Corp Hayes
13. Fredrick Rolland Reyes	529 Erie	26-21 Storm Lake Corp Hayes
14. C D H & M A Partnership	612 Geneseo	02-12 Storm Lake Corp Hayes
15. Bright Land A Partnership	501 Lake Ave	17-22 Storm Lake Corp Hayes & Lot 18
16. Micah Powers	511 Lake Ave	22-22 Storm Lake Corp Hayes & Lot 23
17. Jackeline Santana	721 Michigan	27-05 Storm Lake Corp Hayes & Lot 28
18. Lakes Investment Group LLC	213 W 7 th	03-67 Storm Lake Corp Hayes E ½
19. Buena Vista Abstract and Mortgage Company	716 Russell	03-04 Storm Lake Corp Hayes T & B North Add. N 57'

20. Brent A Page	616 Lake Ave	05-14 Storm Lake Corp Hayes
21. Marisa Olivarez	707 Lake Ave	20-04 Storm Lake Corp Hayes
22. First Federal Savings and Loan Association	121 E 5 th	06-15 Storm Lake Corp Hayes Lots 6-12

This Notice is dated this 15th day of September, 2014.



Justin Yarosevich, City Clerk/Assistant City Manager

December 16, 2014

CDH & MA Partnership
315 W. 5th St
Storm Lake, IA 50588

Dear Sirs,

This letter is to inform you the City of Storm Lake has completed work to the sidewalk in front of the property located at 612 Geneseo as part of the City's annual Sidewalk Inspection and Assessment Program. This letter notifies you, the property owner, of the cost of the work completed on your property and the total cost of the impending assessment to your property, provides you with an opportunity to make an early payoff of that assessment, and provides you with notification of your right to appeal the amount of the assessment completed on your property.

Assessment Amount

Your property will be assessed a total of \$330.00 for the work done to your property to bring the sidewalk within compliance of the City's Sidewalk Inspection Program. That amount is made up of two parts as follows:

Part 1 – Cost of the Sidewalk Repair which is \$300.00

Part 2 – Administrative Fee which is \$30.00

You have the opportunity to make full payment of the assessment amount (\$330.00) within the next fifteen days to avoid interest charges on the full amount. Should you choose to not make payment by January 14, 2015, your property will be assessed for the full cost of the assessment over a period of two years. Your assessment shall be subject to interest payments of 4% on the outstanding balance. This billing will show up on your semi-annual tax bills.

To make payment on the full amount due prior to January 14, 2015 you should make payments directly to the City of Storm Lake at City Hall (620 Erie Street). After that date all payments must be made through the Buena Vista County Treasurer.

Appeal

You have the right to appeal the amount of the assessment on this property. If you want to appeal the quality of the work you must do so within fifteen days or by January 14, 2015. You must appeal in writing addressed to the City Clerk, City of Storm Lake, P.O. Box 1086, Storm Lake, Iowa 50588.



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

CDH & MA Partnership

Page 2

December 29, 2014

The City Council will hold a public hearing on the placement of these assessments on January 19th, 2015 at 5:00PM. If you are appealing the cost of the assessment this will be the date and time of your appeal hearing. If you are not appealing the cost for the assessment you do not need to be at the hearing.

If you have questions regarding this process or the cost associated with your property please feel free to call the City of Storm Lake, City Clerk's office at 712-732-8000 or contact us via email at cityhall@stormlake.org.

Sincerely,



Justin Yarosevich
Assistant City Manager

Follow the City of Storm Lake on Facebook at www.facebook.com/cityofstormlake

September 17, 2014



BID SOLICITATION

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

The following document contains the details of a BID SOLICITATION by the City of Storm Lake for the replacement of sidewalks throughout the City. Interested parties may review the specifications listed below and submit their bids not later than **5:00PM on October 2, 2014**.

Overview of the Project

The City of Storm Lake has an annual sidewalk inspection program in which the City inspects sidewalks for violations of the City's minimum standards. Sidewalks found to be in violation are tagged and the property owner is given sixty (60) days in which to bring the sidewalk into compliance. Failure to do so within the sixty day timeframe results in their sidewalk being added to the assessment list in which the City hires a contractor to do the work and bill the City. The City then assesses the property owner through their property tax payments to collect the cost of the work done.

This BID SOLICITATION is for those sidewalks that are now being assessed for the work.

Qualified contractors must have experience and be able to provide references if requested for work that they have done removing and installing sidewalks.

Project Details

The City of Storm Lake is requesting itemized bids for the replacement of sidewalk on the properties listed in this formal solicitation. Contractors will provide a bid price for each address provided and will guarantee that the cost of the work will not exceed the bid price unless authorized by the City of Storm Lake for each individual property.

The City is requesting in each case that the sidewalk be removed, sub-base be prepared and new sidewalk be installed. We will not accept alternate forms of repair for the violations identified at these addresses other than complete removal and replacement of the areas marked.

All sidewalks identified in this proposal have been marked with green paint to show the removal and replacement area for each property.

The following addresses and specific details on work to be done are part of this bid package:

1. 522 Cayuga Street – 8' by 54" section
2. 900 East 1st Street – 14' by 55" section (area is on Mae Street or the west side of the property)
3. 307 E. 6th Street – 8' by 54" section
4. 115 E. 7th Street – 11' by 55" section
5. 1008 E. Milwaukee – 7'-3" by 55" section
6. 505 Erie Street – 12'-7" by 8'-4" section
7. 529 Erie Street – 22'-6" by 8'5" section
8. 612 Geneseo Street – 40" by 8'2" section (includes a water shut off in the middle of the sidewalk that needs to be protected)
9. 503 Lake Ave – 5'-1" by 23" section & 3'-5" by 5'-1" section
10. 511 Lake Ave – 33' by 5'-4" section & 5'-2" by 2' section
11. 721 Michigan Street – 4' by 58" section
12. 213 W. 7th Street – 14' by 56" section
13. 716 Russell Street – 5'-1" by 57" section & 10'-8" by 57" section
14. 707 Lake Ave – 24" by 4040" section & 6'-4" by 3'-1" section & 19'-2" by 6'-6" section
15. 707 Lake Ave – Light Pole Foundation – Coordination with Mid-American Energy Required
16. 121 E 5th Street – 5'-3" by 4'-6" section
17. 511 Lake Ave – Light Pole Foundation – Coordination with Mid-American Energy Required

All work is to be completed by December 1, 2014. The City will provide for inspection on each property to ensure that the new work meets the City's standards. The City will allow for a variance on the completion date should weather prevent the installation of the sidewalk. The City does expect that the contractor will make every effort to complete the work this calendar year.

The City anticipates awarding the bids for this project on the October 6th, 2014 Council Meeting. The results of the bids will be available Friday morning, October 3, 2014 at 8AM at City Hall.

All bidders must submit a complete bid package to the City of Storm Lake no later than 5:00PM on October 2, 2014. A complete bid package includes the following items:

1. Completed Bid Sheet (attached to this proposal) signed and dated by the president of the company
2. Completed W9 (Attached to this proposal)
3. A certificate of liability insurance in the minimum amount of \$1,000,000 naming the City of Storm Lake as an additional insured.

In addition to the work above the contractor will be responsible for providing appropriate barricades including fully ADA compatible barricades for handicapped individuals including those that are vision impaired.

Contractors and potential bidders should note that it is possible that the property owner in each of the cases above may comply with the City's directive to fix the sidewalk prior to you doing the work on the sidewalk. We will monitor closely any work that is completed outside of this bid process and the work to follow and communicate that to the selected contractor. Work that is completed prior to you doing the work will be removed from the bid and will not be paid for by the City.

Assuming approval by the City Council on October 6th the selected contractor can begin work on the bid items as soon as October 7th, 2014.

The bid will be awarded based on the total cost to do the work identified above.

Billing for the work shall be the responsibility of the contractor but shall be identified by individual projects listed in this bid document. The City will make progress payments during the work schedule but will only pay for the work completed at the time of the submitted invoice. Invoices must be submitted to the City Clerk at least five business days prior to the Council Meeting on which the invoice would be approved. The City Council meets on the first and third Monday of each month.

Bids shall be submitted to the following address:

City of Storm Lake

Attn: Sidewalk Bids

P.O. Box 1086

620 Erie Street

Storm Lake, Iowa 50588

Bids received after the deadline of 5:00PM on October 2, 2014 or bids that are not complete will be rejected. The City of Storm Lake reserves the right to reject any and all bids.

Questions regarding the repairs to be made should be directed to Bob Swanson, Code Enforcement Officer at swanson@stormlake.org or by phone at 712-732-8002. Questions regarding the bid process or the bid documents should be directed to Justin Yarosevich at justin@stormlake.org or by phone at 712-732-8000.

Bids are due no later than 5:00PM CST October 2, 2014.

###



Bid Submittal Sheet

Contractor Name: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: _____

Email Address: _____

I submit the following bids for the work listed in the City of Storm Lake Bid Documents. By submitting this bid I understand that the City would like the work completed by December 1, 2014 and that some of the bid items listed may be removed from the bid if they are completed prior to the time I get to the work and that I will not be compensated for work that is not completed by me.

Bid Item	Address	Bid Price
1	522 Cayuga Street	
2	900 East 1 st Street	
3	307 E. 6 th Street	
4	115 E. 7 th Street	
5	1008 E. Milwaukee	
6	505 Erie Street	
7	529 Erie Street	
8	612 Geneseo	
9	503 Lake Ave	
10	511 Lake Ave	
11	721 Michigan St	
12	213 W 7 th St	
13	716 Russell St	

14	707 Lake	
15	707 Lake Ave (Light Pole Foundation)	
16	121 E. 5 th Street	
17	511 Lake Ave (Light Pole Foundation)	
	Total Bid Price	

Signature of President: _____

Date: _____

You must also submit a copy of a completed W9 and a certificate of Liability Insurance naming the City of Storm Lake as an additional insured.

December 29, 2014



Buena Vista Abstract & Mortgage Company
218 E. 5th
Storm Lake, IA 50588

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

Dear Sirs,

This letter is to inform you the City of Storm Lake has completed work to the sidewalk in front of the property located at 716 Russell St as part of the City's annual Sidewalk Inspection and Assessment Program. This letter notifies you, the property owner, of the cost of the work completed on your property and the total cost of the impending assessment to your property, provides you with an opportunity to make an early payoff of that assessment, and provides you with notification of your right to appeal the amount of the assessment completed on your property.

Assessment Amount

Your property will be assessed a total of \$706.00 for the work done to your property to bring the sidewalk within compliance of the City's Sidewalk Inspection Program. That amount is made up of two parts as follows:

Part 1 – Cost of the Sidewalk Repair which is \$676.00

Part 2 – Administrative Fee which is \$30.00

You have the opportunity to make full payment of the assessment amount (\$706.00) within the next fifteen days to avoid interest charges on the full amount. Should you choose to not make payment by January 14, 2015, your property will be assessed for the full cost of the assessment over a period of two years. Your assessment shall be subject to interest payments of 4% on the outstanding balance. This billing will show up on your semi-annual tax bills.

To make payment on the full amount due prior to January 14, 2015 you should make payments directly to the City of Storm Lake at City Hall (620 Erie Street). After that date all payments must be made through the Buena Vista County Treasurer.

Appeal

You have the right to appeal the amount of the assessment on this property. If you want to appeal the quality of the work you must do so within fifteen days or by January 14, 2015. You must appeal in writing addressed to the City Clerk, City of Storm Lake, P.O. Box 1086, Storm Lake, Iowa 50588.

Buena Vista Abstract & Mortgage Company
Page 2
December 29, 2014

The City Council will hold a public hearing on the placement of these assessments on January 19th, 2015 at 5:00PM. If you are appealing the cost of the assessment this will be the date and time of your appeal hearing. If you are not appealing the cost for the assessment you do not need to be at the hearing.

If you have questions regarding this process or the cost associated with your property please feel free to call the City of Storm Lake, City Clerk's office at 712-732-8000 or contact us via email at cityhall@stormlake.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "Justin Yarosevich", is positioned above the printed name.

Justin Yarosevich
Assistant City Manager

Follow the City of Storm Lake on Facebook at www.facebook.com/cityofstormlake

January 9, 2015



Mr. Dick Utter
218 East 5th Street
Storm Lake, Iowa 50588

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

Dear Mr. Utter,

I am in receipt of your note dated January 7, 2015 requesting more information regarding the sidewalk assessment placed on your property at 716 Russell St. In an attempt to help provide you with the information that you are requesting I am hereby providing a copy of the inspection report that was originally mailed to you on June 2, 2014 showing the violation found, see attached.

In reviewing that inspection report it appears that the inspector found a section of concrete that created a tripping hazard by exceeding $\frac{3}{4}$ " separation in height. You can find more information and details on the types of violations that we inspect for on our web page at www.stormlake.org/sidewalks.

As you are aware you failed to make the repairs in the time provided by City Ordinance and thus the City took forth efforts to have the work done on your behalf. As outlined in the City Code (Chapter 10-1-10 in the event the City is left to make the repairs the City will make repairs in the most permanent manner possible. The City Code says, "it will be the policy of the City to make all repairs by removing the affected sections of the sidewalk and replacing them with new concrete notwithstanding that the homeowner might have pursued other possible remedies to bring the sidewalk into compliance." I have attached a copy of the entire City Code Section on Sidewalks for your reference, the code is also available online at www.stormlake.org.

Because the repairs were not made in a timely manner the work was contracted to have the repairs made per the City Code by a private contractor. The work was completed by removing the deficient panel(s) and replacing. The cost for the repairs on your property was \$676.00 plus a \$30.00 administrative fee for a total cost of \$706.00. The City Code allows for you to pay this off with your normal tax payment over a period not to exceed two years with a 5% interest. If you would like to avoid the interest cost you may choose to make full payment of \$706.00 to the City of Storm Lake prior to January 14, 2015. After that time all payments should be made to the Buena Vista County Treasurer.

I hope that this addresses your questions/concerns. If it does not please feel free to contact me by phone (712)-732-8000 so that we can discuss the matter in person as that might be more beneficial.

Sincerely,

Justin Yarosevich
Assistant City Manager/City Clerk

TO

City Clerk

FROM

BUENA VISTA ABSTRACT & MORTGAGE CO.

Dick Utter Agency
218 EAST FIFTH STREET
STORM LAKE, IOWA 50588

SUBJECT:

716 Russell

DATE:

11/7/2011

FOLD ↑

We have received the copy of the Smith
Concrete bill — Thank you but we still
want a description of the work done at the
above address that would cost twice as
much as the other repairs

[Signature]

PLEASE REPLY TO →

SIGNED

REPLY

DATE:

SIGNED

GRAYARC CO., INC., BROOKLYN, N. Y. 11232

THIS COPY FOR PERSON ADDRESSED

TO

City Clerk City of Storm Lake
Box 1086
Storm Lake Iowa

FROM

DICK UTTER

BUENA VISTA ABSTRACT & MORTGAGE CO.

Dick Utter Agency
218 EAST FIFTH STREET
STORM LAKE, IOWA 50588

SUBJECT:

716 Russell

DATE: 12/31/2014

FOLD ↑

Please provide us with an itemized statement
on the work done at the above address.
Cost seems excessive for work the inspector
requested.

Utter

PLEASE REPLY TO →

SIGNED

REPLY

DATE:

SIGNED

GRAYARC CO., INC., BROOKLYN, N. Y. 11232

THIS COPY FOR PERSON ADDRESSED



Sidewalk Inspection Form

The City of Storm Lake inspects sidewalks typically once every four years with the exception of sidewalks in the Central Business District and the City maintained Lake Trail which are inspected annually.

City of Storm Lake
Building Official's Department
P.O. Box 1086
Storm Lake, Iowa 50588
252-732-8000
buildingofficial@stormlake.org

Property Address:

716 Russell

Inspection Date:

5-22-14

Property Owner Name:

Buena Vista Abstract & Mortgage Company

Owner Mailing Address:

218 E. 5th

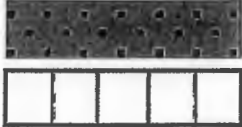
Inspector Name:

Bob Swanson

Parcel ID # (PIN):

14 03 27 011

The drawing below shows the violations found during the inspection of your sidewalk on the inspection date noted above. All violations must be repaired within 60 days of this notice and you are required to get a permit (at no cost to you) prior to doing repairs.



SIDEWALK APPROACHES (CITY RESPONSIBILITY)

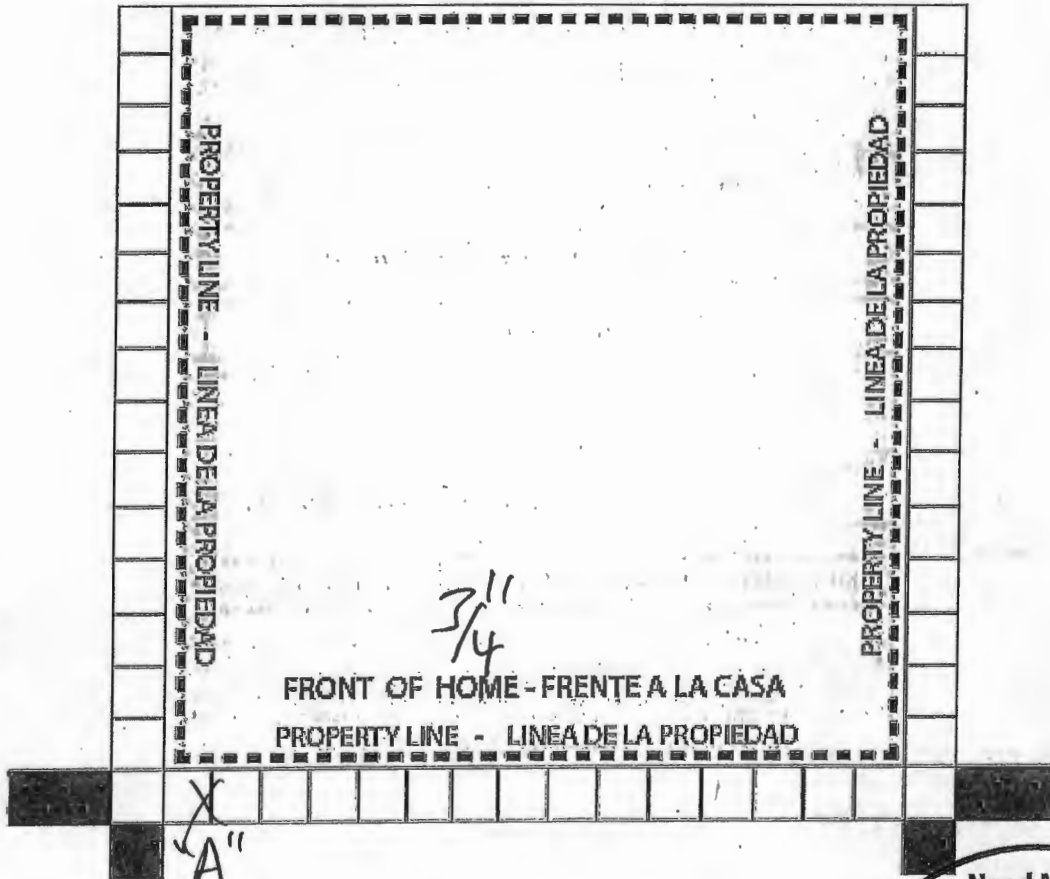
SIDEWALK (PROPERTY OWNER RESPONSIBILITY)



HOME ADDRESS

716 Russell

STREET NAME:
NOMBRE DE LA CALLE:



STREET NAME:
NOMBRE DE LA CALLE:

Russell

STREET NAME:
NOMBRE DE LA CALLE:

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Information?
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Code!



* NOT TO SCALE (medición no correcta)

* AREAS IN NEED OF REPAIR ARE MARKED WITH PAINT
(áreas en necesidad de reparación están marcados con pintura)

APPLICATION FOR PERMIT ON THE BACK OF THIS FORM

PAGE 1

December 29, 2014



Juan De Dias Burgos-Sierra
721 Michigan
Storm Lake, IA 50588

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

Dear Mr. De Dias Burgos-Sierra,

This letter is to inform you the City of Storm Lake has completed work to the sidewalk in front of the property located at 721 Michigan as part of the City's annual Sidewalk Inspection and Assessment Program. This letter notifies you, the property owner, of the cost of the work completed on your property and the total cost of the impending assessment to your property, provides you with an opportunity to make an early payoff of that assessment, and provides you with notification of your right to appeal the amount of the assessment completed on your property.

Assessment Amount

Your property will be assessed a total of \$330.00 for the work done to your property to bring the sidewalk within compliance of the City's Sidewalk Inspection Program. That amount is made up of two parts as follows:

Part 1 – Cost of the Sidewalk Repair which is \$300.00

Part 2 – Administrative Fee which is \$30.00

You have the opportunity to make full payment of the assessment amount (\$330.00) within the next fifteen days to avoid interest charges on the full amount. Should you choose to not make payment by January 14, 2015, your property will be assessed for the full cost of the assessment over a period of two years. Your assessment shall be subject to interest payments of 4% on the outstanding balance. This billing will show up on your semi-annual tax bills.

To make payment on the full amount due prior to January 14, 2015 you should make payments directly to the City of Storm Lake at City Hall (620 Erie Street). After that date all payments must be made through the Buena Vista County Treasurer.

Appeal

You have the right to appeal the amount of the assessment on this property. If you want to appeal the quality of the work you must do so within fifteen days or by January 14, 2015. You must appeal in writing addressed to the City Clerk, City of Storm Lake, P.O. Box 1086, Storm Lake, Iowa 50588.

Juan De Dias Burgos-Sierra
Page 2
December 29, 2014

The City Council will hold a public hearing on the placement of these assessments on January 19th, 2015 at 5:00PM. If you are appealing the cost of the assessment this will be the date and time of your appeal hearing. If you are not appealing the cost for the assessment you do not need to be at the hearing.

If you have questions regarding this process or the cost associated with your property please feel free to call the City of Storm Lake, City Clerk's office at 712-732-8000 or contact us via email at cityhall@stormlake.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "Justin Yarosevich", is positioned above the printed name.

Justin Yarosevich
Assistant City Manager

Follow the City of Storm Lake on Facebook at www.facebook.com/cityofstormlake



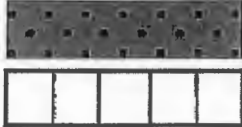
Sidewalk Inspection Form

The City of Storm Lake inspects sidewalks typically once every four years with the exception of sidewalks in the Central Business District and the City maintained Lake Trail which are inspected annually.

City of Storm Lake
Building Official's Department
P.O. Box 1086
Storm Lake, Iowa 50588
712-732-8000
buildingofficial@stormlake.org

Property Address: 721 Michigan Inspection Date: 5-20-14
Property Owner Name: Juan DeDias Burgos-Sierra
Owner Mailing Address: 721 Michigan S.L.
Inspector Name: Bob Swanson Parcel ID # (PIN): 14 03 133 003

The drawing below shows the violations found during the inspection of your sidewalk on the inspection date noted above. All violations must be repaired within 60 days of this notice and you are required to get a permit (at no cost to you) prior to doing repairs.



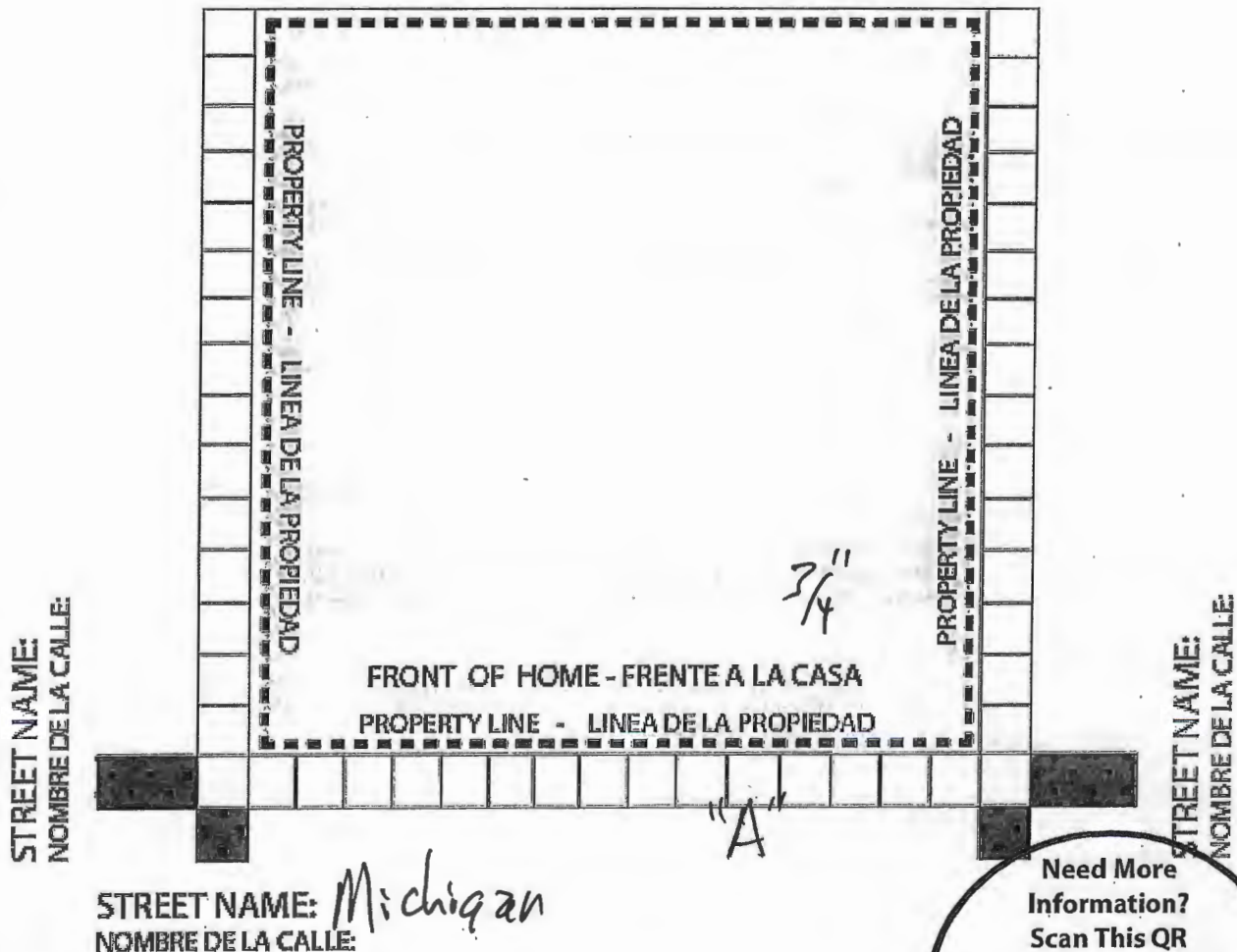
SIDEWALK APPROACHES (CITY RESPONSIBILITY)

SIDEWALK (PROPERTY OWNER RESPONSIBILITY)



HOME ADDRESS

721 Michigan



* NOT TO SCALE (medición no correcta)

* AREAS IN NEED OF REPAIR ARE MARKED WITH PAINT
(áreas en necesidad de reparación están marcados con pintura)

APPLICATION FOR PERMIT ON THE BACK OF THIS FORM

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PAGE 1

December 29, 2014



Roderick Alderton
PO Box 1113
Storm Lake, IA 50588

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

Dear Mr. Alderton,

This letter is to inform you the City of Storm Lake has completed work to the sidewalk in front of the property located at 900 E. 1st as part of the City's annual Sidewalk Inspection and Assessment Program. This letter notifies you, the property owner, of the cost of the work completed on your property and the total cost of the impending assessment to your property, provides you with an opportunity to make an early payoff of that assessment, and provides you with notification of your right to appeal the amount of the assessment completed on your property.

Assessment Amount

Your property will be assessed a total of \$534.00 for the work done to your property to bring the sidewalk within compliance of the City's Sidewalk Inspection Program. That amount is made up of two parts as follows:

Part 1 – Cost of the Sidewalk Repair which is \$504.00

Part 2 – Administrative Fee which is \$30.00

You have the opportunity to make full payment of the assessment amount (\$534.00) within the next fifteen days to avoid interest charges on the full amount. Should you choose to not make payment by January 14, 2015, your property will be assessed for the full cost of the assessment over a period of two years. Your assessment shall be subject to interest payments of 4% on the outstanding balance. This billing will show up on your semi-annual tax bills.

To make payment on the full amount due prior to January 14, 2015 you should make payments directly to the City of Storm Lake at City Hall (620 Erie Street). After that date all payments must be made through the Buena Vista County Treasurer.

Appeal

You have the right to appeal the amount of the assessment on this property. If you want to appeal the quality of the work you must do so within fifteen days or by January 14, 2015. You must appeal in writing addressed to the City Clerk, City of Storm Lake, P.O. Box 1086, Storm Lake, Iowa 50588.

Roderick Alderton
Page 2
December 29, 2014

The City Council will hold a public hearing on the placement of these assessments on January 19th, 2015 at 5:00PM. If you are appealing the cost of the assessment this will be the date and time of your appeal hearing. If you are not appealing the cost for the assessment you do not need to be at the hearing.

If you have questions regarding this process or the cost associated with your property please feel free to call the City of Storm Lake, City Clerk's office at 712-732-8000 or contact us via email at cityhall@stormlake.org.

Sincerely,



Justin Yarosevich
Assistant City Manager

Follow the City of Storm Lake on Facebook at www.facebook.com/cityofstormlake



Sidewalk Inspection Form

The City of Storm Lake inspects sidewalks typically once every four years with the exception of sidewalks in the Central Business District and the City maintained Lake Trail which are inspected annually.

City of Storm Lake
Building Official's Department
P.O. Box 1086
Storm Lake, Iowa 50588
712-732-8000
buildingofficial@stormlake.org

Property Address: 900 E. 1st Inspection Date: 5-22-17
Property Owner Name: Roderick J. Alderton Janice Ann Alderton
Owner Mailing Address: P.O. Box 1113 S.L.
Inspector Name: Bob Swanson Parcel ID # (PIN): 14 02 352001

The drawing below shows the violations found during the inspection of your sidewalk on the inspection date noted above. All violations must be repaired within 60 days of this notice and you are required to get a permit (at no cost to you) prior to doing repairs.



SIDEWALK APPROACHES (CITY RESPONSIBILITY)

SIDEWALK (PROPERTY OWNER RESPONSIBILITY)



HOME ADDRESS

900 E. 1st

01-01
Storm Lake Corp.
0 Connel's Add.

Diagram of the property and sidewalk layout. The diagram shows a rectangular property with a sidewalk running along the front and sides. The property is labeled "PROPERTY LINE - LINEA DE LA PROPIEDAD" on all four sides. The front of the property is labeled "FRONT OF HOME - FRENTE A LA CASA". The sidewalk is marked with a dashed line. The diagram includes a north arrow pointing down, labeled "N". The diagram also shows a "3/4" mark on the sidewalk and an "A" mark on the property line. The diagram is labeled "STREET NAME: Nae" on the right side and "STREET NAME: E. 1st" on the bottom left.

STREET NAME: E. 1st
NOMBRE DE LA CALLE:

* NOT TO SCALE (medición no correcta)

* AREAS IN NEED OF REPAIR ARE MARKED WITH PAINT

(áreas en necesidad de reparación están marcados con pintura)

APPLICATION FOR PERMIT ON THE BACK OF THIS FORM

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December 29, 2014



Javier & Rosa Valasquez
115 E. 7th St
Storm Lake, IA 50588

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

Dear Mr. & Mrs. Valasquez,

This letter is to inform you the City of Storm Lake has completed work to the sidewalk in front of the property located at 115 E. 7th St as part of the City's annual Sidewalk Inspection and Assessment Program. This letter notifies you, the property owner, of the cost of the work completed on your property and the total cost of the impending assessment to your property, provides you with an opportunity to make an early payoff of that assessment, and provides you with notification of your right to appeal the amount of the assessment completed on your property.

Assessment Amount

Your property will be assessed a total of \$426.00 for the work done to your property to bring the sidewalk within compliance of the City's Sidewalk Inspection Program. That amount is made up of two parts as follows:

Part 1 – Cost of the Sidewalk Repair which is \$396.00

Part 2 – Administrative Fee which is \$30.00

You have the opportunity to make full payment of the assessment amount (\$426.00) within the next fifteen days to avoid interest charges on the full amount. Should you choose to not make payment by January 14, 2015, your property will be assessed for the full cost of the assessment over a period of two years. Your assessment shall be subject to interest payments of 4% on the outstanding balance. This billing will show up on your semi-annual tax bills.

To make payment on the full amount due prior to January 14, 2015 you should make payments directly to the City of Storm Lake at City Hall (620 Erie Street). After that date all payments must be made through the Buena Vista County Treasurer.

Appeal

You have the right to appeal the amount of the assessment on this property. If you want to appeal the quality of the work you must do so within fifteen days or by January 14, 2015. You must appeal in writing addressed to the City Clerk, City of Storm Lake, P.O. Box 1086, Storm Lake, Iowa 50588.

Javier & Rosa Valasquez
Page 2
December 29, 2014

The City Council will hold a public hearing on the placement of these assessments on January 19th, 2015 at 5:00PM. If you are appealing the cost of the assessment this will be the date and time of your appeal hearing. If you are not appealing the cost for the assessment you do not need to be at the hearing.

If you have questions regarding this process or the cost associated with your property please feel free to call the City of Storm Lake, City Clerk's office at 712-732-8000 or contact us via email at cityhall@stormlake.org.

Sincerely,



Justin Yarosevich
Assistant City Manager

Follow the City of Storm Lake on Facebook at www.facebook.com/cityofstormlake



Sidewalk Inspection Form

The City of Storm Lake inspects sidewalks typically once every four years with the exception of sidewalks in the Central Business District and the City maintained Lake Trail which are inspected annually.

City of Storm Lake
Building Official's Department
P.O. Box 1086
Storm Lake, Iowa 50588
712-732-8000
buildingofficial@stormlake.org

Property Address:

115 E. 7th

Inspection Date:

5-20-14

Property Owner Name:

Javier Velasquez & Rosa Valasquez

Owner Mailing Address:

115 E. 7th S.L.

Inspector Name:

Swanson

Parcel ID # (PIN):

1403201005

The drawing below shows the violations found during the inspection of your sidewalk on the inspection date noted above. All violations must be repaired within 60 days of this notice and you are required to get a permit (at no cost to you) prior to doing repairs.



SIDEWALK APPROACHES (CITY RESPONSIBILITY)



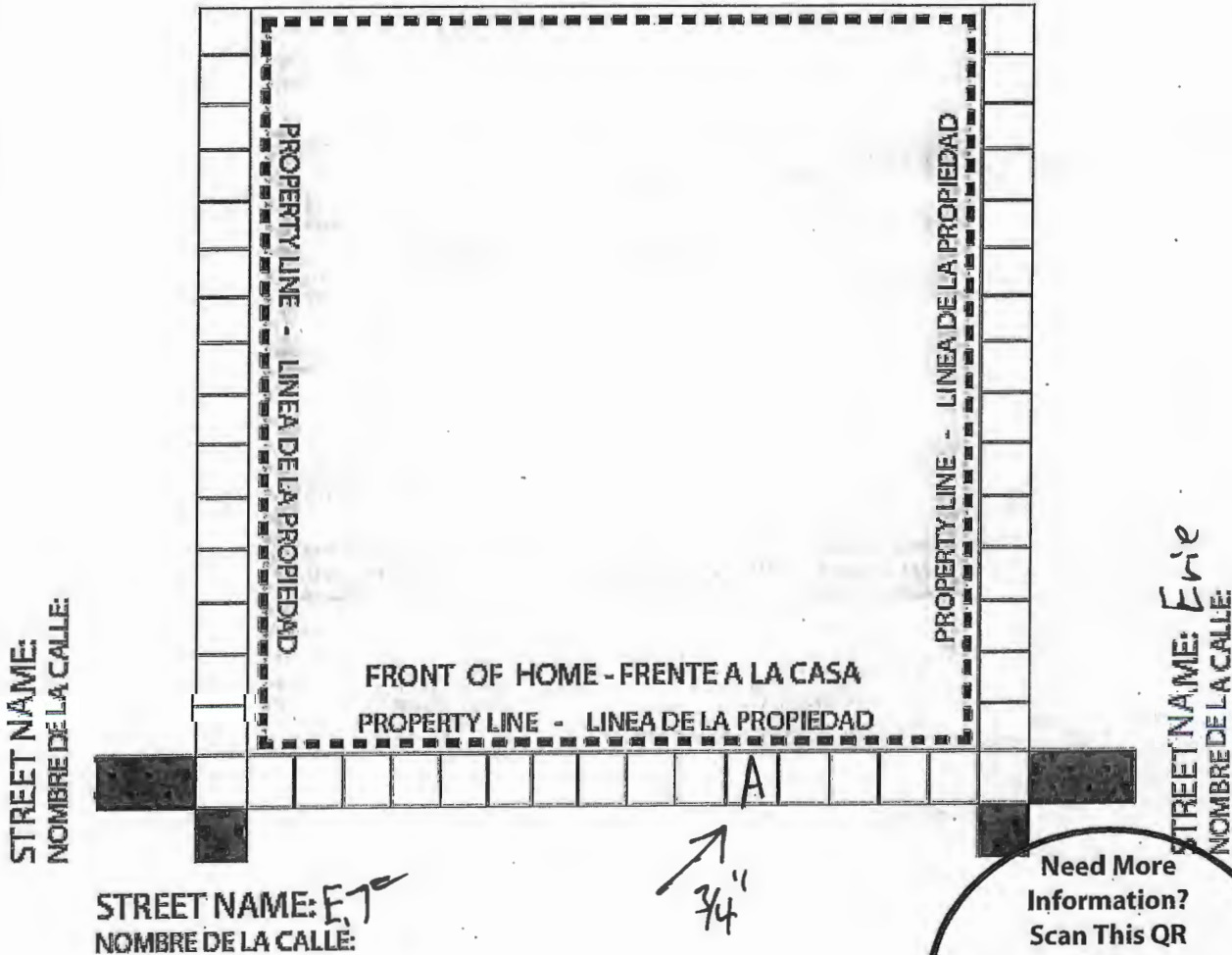
SIDEWALK (PROPERTY OWNER RESPONSIBILITY)



01-65 Storm Lake Corp
Hayes E 66' Ex N 65'
E 66' Lots 2 & 3

HOME ADDRESS

115 E. 7th



* NOT TO SCALE (medición no correcta)

* AREAS IN NEED OF REPAIR ARE MARKED WITH PAINT
(áreas en necesidad de reparación están marcados con pintura)

APPLICATION FOR PERMIT ON THE BACK OF THIS FORM

Need More
Information?
Scan This QR
Code!



December 29, 2014



Larry Wells
307 E. 6th St
Storm Lake, IA 50588

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

Dear Mr. Wells,

This letter is to inform you the City of Storm Lake has completed work to the sidewalk in front of the property located at 307 E. 6th St as part of the City's annual Sidewalk Inspection and Assessment Program. This letter notifies you, the property owner, of the cost of the work completed on your property and the total cost of the impending assessment to your property, provides you with an opportunity to make an early payoff of that assessment, and provides you with notification of your right to appeal the amount of the assessment completed on your property.

Assessment Amount

Your property will be assessed a total of \$318.00 for the work done to your property to bring the sidewalk within compliance of the City's Sidewalk Inspection Program. That amount is made up of two parts as follows:

Part 1 – Cost of the Sidewalk Repair which is \$288.00

Part 2 – Administrative Fee which is \$30.00

You have the opportunity to make full payment of the assessment amount (\$318.00) within the next fifteen days to avoid interest charges on the full amount. Should you choose to not make payment by January 14, 2015, your property will be assessed for the full cost of the assessment over a period of two years. Your assessment shall be subject to interest payments of 4% on the outstanding balance. This billing will show up on your semi-annual tax bills.

To make payment on the full amount due prior to January 14, 2015 you should make payments directly to the City of Storm Lake at City Hall (620 Erie Street). After that date all payments must be made through the Buena Vista County Treasurer.

Appeal

You have the right to appeal the amount of the assessment on this property. If you want to appeal the quality of the work you must do so within fifteen days or by January 14, 2015. You must appeal in writing addressed to the City Clerk, City of Storm Lake, P.O. Box 1086, Storm Lake, Iowa 50588.

Larry Wells
Page 2
December 29, 2014

The City Council will hold a public hearing on the placement of these assessments on January 19th, 2015 at 5:00PM. If you are appealing the cost of the assessment this will be the date and time of your appeal hearing. If you are not appealing the cost for the assessment you do not need to be at the hearing.

If you have questions regarding this process or the cost associated with your property please feel free to call the City of Storm Lake, City Clerk's office at 712-732-8000 or contact us via email at cityhall@stormlake.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "Justin Yarosevich", is positioned above the printed name.

Justin Yarosevich
Assistant City Manager

Follow the City of Storm Lake on Facebook at www.facebook.com/cityofstormlake



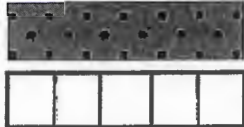
Sidewalk Inspection Form

The City of Storm Lake inspects sidewalks typically once every four years with the exception of sidewalks in the Central Business District and the City maintained Lake Trail which are inspected annually.

City of Storm Lake
Building Official's Department
P.O. Box 1086
Storm Lake, Iowa 50588
712-732-8000
buildingofficial@stormlake.org

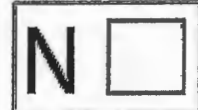
Property Address: 307 E. 6th Inspection Date: 5-21-14
Property Owner Name: Larry Wells
Owner Mailing Address: 307 E. 6th
Inspector Name: Bob Swanson Parcel ID # (PIN): 1403206015

The drawing below shows the violations found during the inspection of your sidewalk on the inspection date noted above. All violations must be repaired within 60 days of this notice and you are required to get a permit (at no cost to you) prior to doing repairs.



SIDEWALK APPROACHES (CITY RESPONSIBILITY)

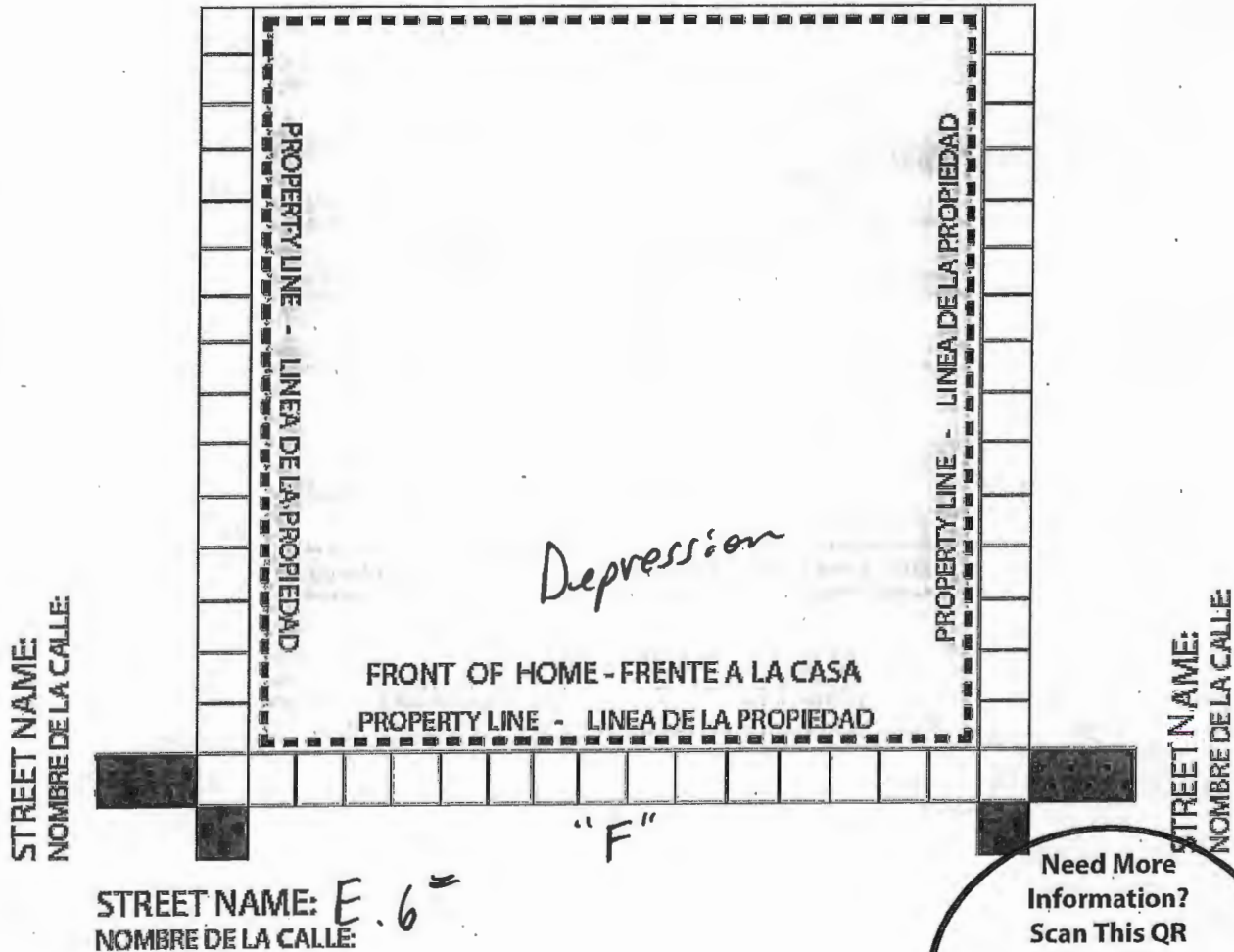
SIDEWALK (PROPERTY OWNER RESPONSIBILITY)



HOME ADDRESS

307 E. 6th

08-02
Storm Lake Corp Hayes
E 50' Lots 8 & 9



* NOT TO SCALE (medición no correcta)

* AREAS IN NEED OF REPAIR ARE MARKED WITH PAINT
(áreas en necesidad de reparación están marcados con pintura)

APPLICATION FOR PERMIT ON THE BACK OF THIS FORM

Need More
Information?
Scan This QR
Code!



PAGE:1

Jan 10, 2015

Dear City of Storm Lake,

I had a small crack in my sidewalk at 307 E. 6th Street. It could of been fixed for \$25.00 or so. Instead of filling in the crack, you tore out two slabs of cement and poured new cement for \$288.00 plus \$30.00 admin. fee, why? Because that's the way you do things in Storm Lake,

I live in a large older home with one income and a mortgage and don't have that kind of money. I'm a senior citizen getting ready to retire this year. I live pay check to pay check and struggle especially in the winter time because of high utility bills.

You want \$318.00 in the next 15 days or will charge me 4% interest. The rich get richer and the poor get poorer.

Thanks,
Larry Wells

Staff Summary

1/19/2015
Agenda Item # 4.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: **Resolution No. 78-R-2014-2015 Authorizing The Use Of Parks, Food, Merchandise & Alcohol Vending, Noise Variance, Parking Lot Closure & Related Requests To The 2015 Lake Fest Event**

BACKGROUND: The Annual Lake Fest Concert Event is scheduled for Saturday, June 20, 2015 in Awaysis Park. The event is sponsored by Kings Pointe Resort, Storm Lake Radio and Storm Lake United. Attached to this summary is a written request in conjunction with the scheduled event.

Specific requests are as follows:

*Use of Awaysis Park on Friday, June 19, 2015 from 8:00am until 12:00am for event and venue set up

*Use of Awaysis and Sunrise Parks on Saturday, June 20, 2015 from 7:00am until 1:00am for set up, the events and clean up

*Use of Awaysis Park on Sunday, June 21, 2015 from 12:00am until 5:00pm for break down and clean up

*Closure of the West Awaysis Parking lot on Saturday, June 20, 2015 from 6:00am until 1:00am for event, support and public safety vehicles

*Appropriate support from the Parks and Public Safety Departments

*Noise Variance for the entertainment venue on Saturday, June 20, 2015 from 12:00pm until 1:00am Sunday

*Permission to post directional signs throughout the community directing traffic to the event venue

*Permission for food, merchandise and alcohol sales within the

designated venue on Saturday, June 20, 2015 from 12:00pm until 12:00am

*Permission to use ATVs and golf carts on the lawn in Sunrise and Awaysis Parks by committee and support personnel on June 19 , 20 and 21, 2015

*Permission to place port a pots within the venue in Awaysis Park for the event.

*Permission to erect tents and inflatable arches within the Great Lawn Venue on Saturday, June 20, 2015

*The committee will provide the necessary liability and dram shop insurance policies listing the City of Storm Lake as additionally insured for the event. It should be noted that the alcohol sales will be conducted under the Kings Pointe / Regatta Grille liquor license.

The organizing committee projects the following event schedule for Saturday, June 20, 2015.

8:00am	Faith, Hope and Charity 10K Event
9:00am	Fitzpatrick Car Show (Sunrise Park)
9:00am	Golf Tournament - Sunrise Pointe Golf Course
10:00am	Lakeshore Cyclery Bike Ride Around the Lake
6:00pm	Concert Event - Great Lawn

These requests are consistent with previous years. Storm Lake Public Safety does attend the planning meetings for the event and the Parks Department will begin attending in the Spring of 2015.

FISCAL IMPACT:

Both the Parks Department and the Public Safety Department incur overtime costs for the prep for this event, the event and clean up. The majority of the overtime expenses are reimbursed by the Event Committee.

Lake Fest is designed to attract visitors to the community and it should have a positive fiscal impact on local business, the organizing committee and participating vendors.

RECOMMENDATION:

Pass Resolution No. 78-R-2014-2015 Contigent Upon Receipt of All Proper Insurance Certificates

ATTACHMENTS:

Description	Type
 Lake Fest Letter, Application, and Permit	Letter
 Resolution No. 78-R-2014-2015	Resolution

December 30, 2014

Storm Lake Public Safety Department
Attn: Chief Mark Prosser
401 East Milwaukee Ave
Storm Lake, IA 50588

Dear Chief Prosser,

King's Pointe, Storm Lake United and KAYL/KKIA are once again planning LakeFest, which will take place in the AWAYSIS Park and Sunrise Park during the third weekend of June. On Saturday evening, June 20, two to three performers are planned on the Great Lawn. King's Pointe Resort, Storm Lake United and KAYL/KKIA would like to request a permit for the following activities during LakeFest:

Friday, June 19, 2015

- Use of Awaysis Park including the Great Lawn to set up for the concerts from 8:00am-12:00am

Saturday, June 20, 2015

- Closure of the Awaysis Park West Parking lot for Public Safety and the entertainer's vehicles between 6:00am to 1:00am. The East lot will remain open.
- Use of Awaysis Park including the Great Lawn from 7:00am to 1:00am for the concerts
- Use of the Parks Department for setup, clean up, and during the event
- Use of the Public Safety Department throughout the event (please note: there will be additional security staff and volunteers provided to assist the Police Department at the event).
- Request for a noise variance issued between the hours of 12:00pm and 1:00am for the concert
- Permission to post directional signs throughout town to navigate traffic to and from the concert area and to the allotted parking lots
- Permission to have vendors in Awaysis Park including the Great Lawn to sell food and promotional items
- Permission to sell alcohol during the event under King's Pointe's liquor license from 12:00pm-12:00am
- Permission to use ATV's in Sunrise Park and Awaysis Park including the Great Lawn for logistics and clean up
- Staff will be provided during the event at entrances to check ID's
- One entity involved will purchase an insurance policy listing the other entities, including the City of Storm Lake, as additional insured (Most likely Storm Lake United will hold the overall insurance policy, and King's Pointe Resort will issue the DRAM Insurance).
- Permission to place port-a-pots in the concert area venue

Sunday, June 21, 2015

- Use of Awaysis Park including the Great Lawn to tear down and clean up the area from 12:00am-5:00pm
- Permission to use ATV's in Sunrise Park and Awaysis Park including the Great Lawn for clean up

Please see below a tentative schedule of events.

Saturday, June 20, 2015

- Faith Hope & Charity Run, Walk, and Roll 10k- 8:00am
- Fitzpatrick Car Show- 9:00am
- Lakeshore Cyclery Bike Ride around the lake- 10:00am
- Golf Tournament at Sunrise Pointe Golf Course -9:00am

If you have any questions or concerns about anything included in this letter, please feel free to contact us. Thank you for your time and consideration!

Sincerely,

Elissa Doebel
edoebel@kingspointeresort.com

Matt Fisher
matt@stormlakeradio.com

Kristi Davis
kdavis@stormlakeunited.com

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

City of Storm Lake Park Event / Rental Registration Application

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

Name of Requesting Party: Lakefest Committee

Phone #: 712.213.5701

Mailing Address: 1520 E Lakeshore

Email: edoebel@kingspointeresort.com

City: Storm Lake

State: Iowa

Zip: 50588

Cell Phone: 712.299.5259

2nd Contact:

Position/Relationship:

Email:

Cell Phone:

Requested Park: AWAYSIS Park

Event Date: June 19, 2015

Event Type: Community Event

Event Start Time: 8:00am

Event End Time: 5:00pm 6.2.15

Please answer the following questions regarding your proposed events:

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

Yes

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

No

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

Yes

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

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

No

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

Yes

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

2,500

Do you have electrical needs? Yes

Identify: Band, lights (will use power on Great Lawn)

Will there be alcohol at the event? Yes

Will alcohol be sold at the event? Yes

Do you have a liquor license? Yes

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

No

Are you requesting Street closures? No

Which Streets?

Starting Time:

Ending Time:

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

No

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

Yes

Signature Field

Edoebel

Date:

12.31.14

Based on the answers provided on the first page of this application, City staff will review your event application and provide you with staff support for the event to ensure that you have the appropriate permits, licenses, and reservations in place for a successful event. If you have any questions regarding this application please contact the City Clerk's office at 712-732-8000 or by email at cityclerk@stormlake.org.

CITY OF STORM LAKE USE ONLY

Noise Variance Required ☐ Issued by: Council Approval Date:

Fireworks Permit Required: ☐ Issued by: Council Approval Date:

Liquor License Required ☐ License Holder Name:

Street Closure Required ☐ Approved by:

☐ Needs Council Approval Council Approval Date:

☐ Press Release Needed Press Release Date:

Facility Rental Required ☐ ☐ Rental Process Completed Confirmed Rental by:

☐ Chautauqua Park Shelter ☐ AWAYSIS Park Shelter ☐ Great Lawn ☐ Band Shell ☐ Frank Starr Park Shelter

Solicitor License Required ☐ Approved by: Permit Number:

Tent Location Approved ☐ Approved by: Date:

Liability Insurance Required ☐ Copy Received By: Date:

☐ Party Services Required ☐ Approved by:

Fencing Needed ☐ ☐ Beer Garden Fencing Required ☐ Security Fencing Required
☐ City providing & placing fence ☐ Map showing fence location received

Council Approval Required ☐ ☐ Private sales on Public Property ☐ Authorization for use of City staff Council Approval Date:

☐ Event added to Park Calendar

Public Safety Approval: Date:

Parks Dept. Approval Date:

Public Works Approval: Date:

Administration Approval: Date:

Additional
Notes:

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

City of Storm Lake Park Event / Rental Registration Application

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

Name of Requesting Party: Lakefest Committee (Car Show) Phone #: 712.213.5701
Mailing Address: 1520 E Lakeshore Drive Email: edoebel@kingspointeresort.com
City: Storm Lake State: Iowa Zip: 50588
Cell Phone: 712.299.5259
2nd Contact: Position/Relationship:
Email: Cell Phone:

Requested Park: Sunrise Park Event Date: June 20, 2015
Event Type: Community Event Event Start Time: 7:00am
Event End Time: 6:00pm

Please answer the following questions regarding your proposed events:

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

Yes

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

No

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

No

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

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

No

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

No

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

300

Do you have electrical needs? Yes Identify: Two 110 outlets, use King's Pointe's outlet on the east side

Will there be alcohol at the event? No Will alcohol be sold at the event? No Do you have a liquor license? No

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

No

Are you requesting Street closures? No Which Streets?

Starting Time:

Ending Time:

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

No

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

No

Signature Field

Elmer Doebe

Date:

12.31.14

Based on the answers provided on the first page of this application, City staff will review your event application and provide you with staff support for the event to ensure that you have the appropriate permits, licenses, and reservations in place for a successful event. If you have any questions regarding this application please contact the City Clerk's office at 712-732-8000 or by email at cityclerk@stormlake.org.

CITY OF STORM LAKE USE ONLY

Noise Variance Required ☐ Issued by: Council Approval Date:

Fireworks Permit Required: ☐ Issued by: Council Approval Date:

Liquor License Required ☐ License Holder Name:

Street Closure Required ☐ Approved by:

☐ Needs Council Approval Council Approval Date:

☐ Press Release Needed Press Release Date:

Facility Rental Required ☐ ☐ Rental Process Completed Confirmed Rental by:

☐ Chautauqua Park Shelter ☐ AWAYSIS Park Shelter ☐ Great Lawn ☐ Band Shell ☐ Frank Starr Park Shelter

Solicitor License Required ☐ Approved by: Permit Number:

Tent Location Approved ☐ Approved by: Date:

Liability Insurance Required ☐ Copy Received By: Date:

City Services Required ☐ Approved by:

Fencing Needed ☐ ☐ Beer Garden Fencing Required ☐ Security Fencing Required
☐ City providing & placing fence ☐ Map showing fence location received

Council Approval Required ☐ ☐ Private sales on Public Property ☐ Authorization for use of City staff Council Approval Date:

☐ Event added to Park Calendar

Public Safety Approval: Date:

Parks Dept. Approval Date:

Public Works Approval: Date:

Administration Approval: Date:

Additional
Notes:



**Public Safety
Police & Fire
PERMIT**

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

Event: 2015 Lake Fest

Issued To:

Name: Elissa Doebel

Organization: Lake Fest Committee

Address: 1520 East Lakeshore Drive Storm Lake, IA 50588

Phone: 712-299-5259

Date(s) of Event: Saturday, June 20th, 2015

Time(s) of Event: 12:00pm - 1:00am

Expiration of Permit: June 21, 2015

Location / Area
of Use:

Sunrise and Awaysis Parks

Type of Permit

☒ Noise Variance (8-7-4)

☐ Ride/Run/Walk (9-13-4)

☐ Parade (9-13-4)

☐ Public Demonstration (8-7-4)

☐ Street Closing

☐ Fireworks (8-2-1(I2A))

☐ Authorized Burn (7-2-2-B)

☒ Other

Close west Awaysis parking lot on June 20th, 2015 7:00am-1:00am

Authorized by:

Mark A. Prosser

Date:

01-20-2015

Signature:

Please Print

Title:

Public Safety Director

RESOLUTION NO. 78-R-2014-2015

A RESOLUTION APPROVING THE 2015 LAKE FEST EVENT REQUESTS FROM THE CO-SPONSORS, KAYL/KKIA, AND KING'S POINTE RESORT

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

To approve the use of Awaysis and Sunrise Parks including the Great Lawn from 8:00am Friday, June 19, 2015 until 5:00pm Sunday, June 21, 2015.

To further approve a noise variance on Saturday, June 21, 2014 between the hours of 12:00pm and 1:00am Sunday for the venue.

To further approve permission to close the "West" Awaysis Park parking lot on Saturday, June 20, 2015 from 6:00am until 1:00am Sunday morning.

To further approve food, merchandise and alcohol sales within the venue on Saturday, June 20, 2015 from 12:00pm until 12:00am Sunday.

To further approve alcohol sales within the fenced concert venue on the Great Lawn under King's Pointe liquor license.

To further approve permission to post directional signage on City right-of-way for the event.

To further approve permission to use ATV's and/or golf carts in Sunrise and Awaysis Parks by committee and support personnel on June 19, 20 and 21, 2015.

Permission to place port-a-pots within the venue for the event.

Permission to erect tents and inflatable arches within the Great Lawn Venue on Saturday, June 20, 2015.

To further approve support from the Storm Lake Parks and Public Safety Departments for the entire event.

PASSED AND APPROVED this 19th day of January 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

1/19/2015
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: Mike Wilson, Community Development Director

SUBJECT: **Motion to Approve A Consulting Contract With Meidh**

BACKGROUND: Subsequent to accepting a US Economic Development Administration grant for development of a business plan for a Commercialization Center the City issued an RFP to attract consultant proposals. Two proposals were received. Pegasus, an Austin, TX based company submitted a proposal with a cost of \$80,000. Meidh, Corp., a Des Moines based company submitted a proposal with a not-to-exceed cost of \$74,754.

The Selection Committee felt that the Meidh proposal was superior. Meidh has developed a similar center in Indianola, IA in conjunction with the City and Simpson College and so has very relevant experience. Meidh proposed to spend up to 300 man hours in the community becoming familiar with the needs of the community, with special attention paid to minority owned businesses.

Jon Wolseth, Latino Community Development Specialist with ISU Extension will be a sub contractor to Meidh. Mr. Wolseth has been spending time in the community for the last year assisting Latino business owners so already has some familiarity with the business community.

Chris Draper will be the Team Leader. Mr Draper was the lead on developing the center in Indianola.

Work will begin as soon as the Engagement Agreement can be finalized.

Target date for completion is July 1, 2015. Key deliverables include a business plan for the organization of the center and strategies for creating sustainability.

FISCAL IMPACT: The total cost of the project is \$74,754.00, this is a not-to-exceed amount.

The grant is for \$40,000. A 50% match is required. The City will contribute \$15,000. BVU (through a donor) and Storm Lake United will supply the balance. Northwest Iowa Planning and Development Corp is administering the grant.

RECOMMENDATION:

Approve consulting contract with Meidh

ATTACHMENTS:

Description		Type
	Meidh Proposal	Backup Material
	Meidh Contract	Contract
	Contract Addendum	Contract



Accelerator Feasibility Study

Community need analysis and solution plan for the City of Storm Lake, Iowa

Chris Draper, Ph.D., P.E. | meidh | 515 210-0214 | chris.draper@meidh.com

11/25/2014 (R2)

Proposal

This proposal is being submitted in response to RFP #01-14, "Local Technical Assistance Program to Develop a Feasibility Study for a Business Accelerator Program for the City of Storm Lake, Iowa," issued by Jim Patrick of the City of Storm Lake on November 17, 2014. The Meidh team, led by Chris Draper, is uniquely qualified to assess and install an economic gardening based approach to venture acceleration given its experience establishing the EMERGE Incubator in a Box venture accelerator. To ensure Meidh employs a complete and unbiased understanding of the Storm Lake community, Meidh will subcontract with ISU Extension – Community and Economic Development (ISU—CED) Latino Community Development Specialist, Jon Wolseth, to engage with Latino stakeholders. Dr. Wolseth is uniquely qualified to understand the community needs given his current effort reaching out within the Hispanic communities in and around Storm Lake, Iowa. This partnership will take a design approach to the investigation and analysis of an accelerator product or related service, relying heavily on traditionally accepted tools like the business canvas approach to customer discovery and failure modes, effects, and criticality analysis (FMECA) for assessing risks and analyses in each proposed solution.

As outlined herein, the team proposes to achieve the Program Activities listed in Section III of the RFP in the identified amount of time at a price that will not exceed the stated cost. The City of Storm lake will only be charged for actual time spent, with variable hourly rates (i.e. as an Iowa State Extension employee contracted by Meidh, Dr. Wolseth's rate will vary as a function of task being completed) being directly passed through:

Tasks	Hours	Cost (not to exceed)
<i>Discovery.</i> Consultant and Steering Committee will identify both the under-engaged and under-reported business opportunities in the community, including businesses that are expected to go through significant leadership or governance transition. This activity should be completed by January 2015	186 – 306	\$18,337
<i>Scoping.</i> Consultant, Work Group and Steering Committee will identify the current impediments to verifiable business creation, growth or sustainability within the community and particularly as they relate to the cultural diversity of the City.	134 – 224	\$13,460
<i>Analysis.</i> Consultant will analyze these impediments to identify any community-wide trends or comparables and develop mitigating measures or strategies to these impediments.	47 – 104	\$6,259
<i>Prioritization.</i> Consultant will prioritize services that may be capable of implementing community-wide	47 – 97	\$5,821

strategies for mitigating any negative consequences associated with these identified trends		
<i>Partnering.</i> Consultant and Work Group will identify public and private partnerships or resources that the City can leverage to support these shared services until they are delivered in a self-sufficient manner	93 – 120	\$7,203
<i>Planning.</i> Consultant will develop an operational or business plan for the center that identifies or incorporates each of the above identified parameters, provides strategies for sustainability of the center and contains (at a minimum) the following:		
Each stakeholder and service provider for each resource	63 – 104	\$6,230
Working relationships between these resources	63 – 197	\$5,794
Production quantifiables or metrics that can be used to measure success of the new program	31 – 48	\$2,878
<i>Travel</i> to and from site will be based on GSA travel (\$0.56/mile), GSA per diem (\$46/day), and hotel costs (\$100/night). Travel will be billed based on actual expenses, with the anticipated need being approximately 10 man weeks in the community over a four month period.		\$8,772
	Total	\$74,754

Meidh will make every effort to complete any changes in scope or direction within the total cost of the contract. To this end, the team will use a staged, gate-based approach that attempts to ensure work on a later stage is not initiated until all of the requirements associated with any prerequisite stage are completed. This given the difference in delivery timeline, may not be possible in all cases where some activities will require parallel effort, although it will be the strategy employed as widely as possible.

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The Meidh Approach

Meidh is an operations analysis firm that delivers human-focused solutions. With an expertise in the core team ranging from engineering to anthropology, aerospace to sustainability, Meidh employs a fully integrated, design approach to problem solving that routinely provides better, faster, and cheaper outcomes.

Corporate History

Meidh Corporation is an Iowa-based, woman-owned business with over 25 years of operations experience. While best known for its work obtaining LEED and ENERGY STAR designations by optimizing the operation of commercial office properties throughout the United States on behalf of property investment funds, Meidh has developed a significant track record since 2011 of creating the technologies, operation strategies, and teams that drive early stage startups.

Meidh features a highly skilled core team that includes two Ph.D. analysts, three Professional Engineers, and three masters level software developers. Meidh augments this team with subject matter expertise as needed based.

Project Team

Successfully executing the objectives underlying the Program Activities will require Meidh to build a dynamic team that can flex based on the results obtained from early project stages. To this end, Meidh will subcontract with ISU Extension Field Specialist Jon Wolseth to assist with outreach to the Storm Lake Latino community and to aid in gathering qualitative data about the business activities of this crucial demographic. Additionally, it may become known throughout the discovery process that a local resource may be a vital addition to the team. Therefore, the initial project team is limited to an expertise in community outreach and economic gardening so as to ensure maximum efficiency through the performance period.

The roles within the team for this project would be as follows:

- Project Lead, Economic Gardening Strategy: Chris Draper, Ph.D., P.E.
- Community Engagement: Jon Wolseth, Ph.D.

Biographies and contact details for each of these team members are provided below:

Chris Draper, Ph.D., P.E. | 515 210-0214 | chris.draper@meidh.com



Chris Draper has over 13 years of experience designing, developing, and analyzing unconventional human-technology systems, with the majority of that time focused on irreparable systems in ultra-hazardous environments. His engineering experience has included product development and consequence analysis in the aerospace, automotive, real estate, and petrochemical industries. Chris has served in operations, management, or advisory roles for over 37 startups since 2002, multiple community-based non-profits, and academic institutions. Chris is responsible for developing the EMERGE Incubator in a Box venture accelerator, an economic gardening solution that allows rural communities to leverage assets regionally. This economic gardening approach has already engaged over 161 students and community members in over 34 different ventures supported by over \$550,000 of community and out of state investment in just its first two years.

Chris received his Bachelor of Science degree in mechanical engineering from the University of California at Berkeley and his Doctor of Philosophy on economic risk assessment from the University of Glasgow in Glasgow, Scotland. He is a Licensed Professional Engineer.

Jon Wolseth, Ph.D. | 515-509-0558 | jwolseth@iastate.edu



Jon Wolseth has over 10 years of experience working to develop the networks, systems, and partnerships necessary for enabling upward socioeconomic mobility. For the past seven years, this work has been focused within Latino communities within Iowa. Jon is currently a Field Specialist for Latino, Immigrant, and Refugee Communities for Iowa State University Extension and Outreach, Community and Economic Development based in Perry Iowa. His fieldwork includes significant time in Central and South American communities in Dominican Republic, Honduras, El Salvador, Nicaragua, Peru, Bolivia, and Mexico, from which he has authored or co-authored works on topics ranging from youth organization to social stratification.

Jon received his Bachelor of Arts degree in anthropology from Fort Lewis College, his Master of Arts in anthropology from the University of Iowa, and his Doctor of Philosophy in anthropology from Iowa State University.

Execution Strategy

Meidh will approach each program activity in the following manner. While the techniques employed within each program area will be initially influenced by past experience, the team will continually evaluate progress against the overall objectives and wider strategy: enabling the community to own solutions that meet the community's needs.

Discovery

The RFP identifies that the "Consultant and Steering Committee will identify both the under-engaged and under-reported business opportunities in the community, including businesses that are expected to go through significant leadership or governance transition." Meidh believes successfully completing this program activity has two primary parts: Rapid Ethnographic Assessment and customer discovery.

Immigrant communities tend to rely on kin networks, hometown associations, sports clubs, and church ties as their primary forms of social and community infrastructure. It is through these networks that information is shared, money is pooled, and assistance is offered. These are nascent forms of community organization and a good entry point into creating a collaborative partnership for civic engagement. However, these forms of association are not easy to identify without closer, community study such that is offered by qualitative and ethnographic research methods. A modified version of a research method called Rapid Ethnographic Assessment (REA) will be utilized to explore the complexities of community relationships in Storm Lake. Rapid ethnographic assessment is a suite of methodologies originally designed for public health and disaster relief interventions where local knowledge and engagement is key to the success of program outcomes. Rapid ethnographic assessment is usually exploratory in nature, informing steering committee or advisory board decision-making, intervention protocols and assistance programs for local communities. The use of rapid ethnographic assessment to determine the feasibility of the Storm Lake accelerator will involve three components: key informant interviews, focus groups and social network analysis.

Key Informant Interviews

Key informants are individuals who are considered to have expert knowledge about a subject area. Unlike other interviews which are typically only done once, researchers come back to key informants several times with more clarifying questions and to confirm preliminary findings about a topic. They provide an informed perspective of the local lay of the land, reflecting on social structure, behavior, and community attitudes. Key informants also help identify people to participate in later in-depth interviews and focus groups. In the case of the Storm Lake business accelerator, key informants could include prominent immigrant business leaders, church leaders, staff from social service organizations that work with the immigrant community, organizers of sports teams, and the informal leaders of friendship and kin networks. Key-informant interviews are not about representativeness; rather they are about exploring the social contours of the community through the experiences of knowledgeable individuals.

Focus Groups

Focus groups gather together between 5 and 7 individuals to discuss a limited number of questions for approximately an hour. Interviewees generally share some set of demographic criteria, for instance age, gender, income level and/or residence in the community. While key-informant interviews often uncover central themes of concern, focus groups generally reveal established and acceptable responses for the demographic being interviewed. Focus groups provide the opportunity to hear community members converse with one another about the topic, revealing areas of agreement and areas where there

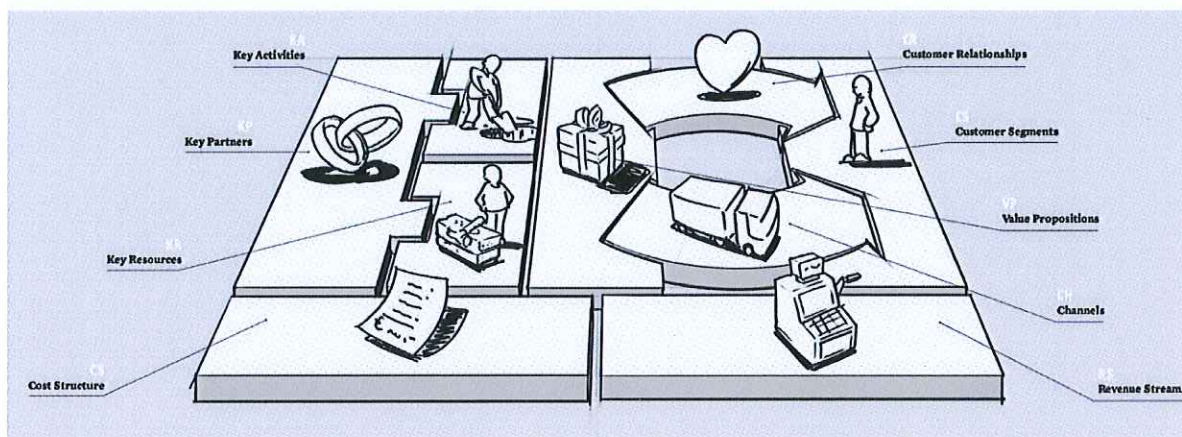
is a heterogeneity of response within a demographic. In order to put together the mosaic of community opinion, it is necessary to hold multiple focus groups across the demographic spectrum.

Social Network Analysis

Social Network Analysis (SNA) is a tool that can be used to systematically map community connections, allowing for a more complete understanding of the complex interactions and motivations that will either enable or inhibit the adoption of a new initiative. SNA charts the flow of ideas, information, or goods within a community, demonstrating which individuals are early adopter or trend setters, which individuals are risk takers, and individuals that are most central to the network (and thus hold most informal power and influence). In other words, SNA can assist in identifying who in a community will most assist with the overall success of a project and thus need to be cultivated early on.

Dr. Wolseth will use his current relationships, formal information sessions, and informal interactions to develop a network map that is socially and professionally informative yet sensitive to the potential immigration concerns harbored by many of the under-engaged communities serviced by Storm Lake. This SNA will enable the team to better understand who the decision owners, influencers, and analysts are in each community, enabling a more rapid examination of core assumptions and biases.

In a partially parallel manner, the team will begin a customer discovery process designed to understand what services would be necessary and, therefore, widely adopted by under-engaged communities and under-reported businesses. Customer discovery is the discipline of finding appropriate problem-solution fit, constructing a minimum viable product (MVP) for concept validation, and soliciting feedback to shape or recreate the MVP. In the economic gardening sense, the product is a socioeconomic program led by the City of Storm Lake (e.g. an accelerator).



It is highly likely that the REA and customer discovery processes will reveal that there are local influencers who would be vital advocates, partners, or team members throughout the remainder of the process. By completing these steps in an open manner that attempts to eliminate any bias towards desired outcomes, the gathered feedback will heavily influence both the scoping and analysis phases.

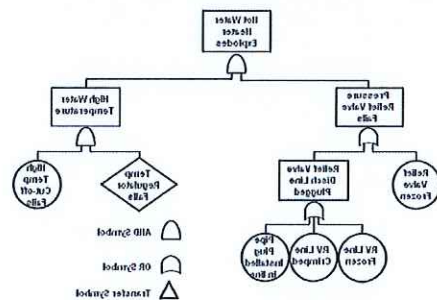
Dr. Wolseth has significant anthropological experience that is directly relevant to the REA process as indicated through past work. Dr. Draper has significant experience undertaking a customer discovery exercise as indicated through his role as a mentor in the University of Iowa Venture School program.

Scoping

The RFP identifies that the “Consultant, Work Group and Steering Committee will identify the current impediments to verifiable business creation, growth or sustainability within the community and particularly as they relate to the cultural diversity of the City.” Meidh believes that successfully completing this program activity can be achieved by process mapping and analysis.

Business creation and growth is a relatively well understood process of problem-solution discovery, team formation, and organizational optimization. The product produced throughout this process (i.e. a verifiable, sustainable business) has components that can fail. Analyzing the root cause of the failures using standard risk assessment techniques can lead toward an understanding of corrective actions or support systems that could be required. The first stage associated with this type of an analysis in an engineering or product environment is often a failure modes, effects, and criticality analysis (FMECA) followed by a fault tree or event tree analysis.

A FMECA is valuable because it requires product designers to systematically step through all of the components that could cause a failure and understand (i) how critical a failure of that component would be and (ii) the inputs that would lead to such a failure. Once the critical failure points are identified, a fault tree or event tree analysis can be used to understand what combination of inputs would cause a failure and the probability of success given the probabilities associated with these inputs. The visual fault path mapping that is accessible using these techniques is a powerful method for focusing working groups on the highest priority issues, concerns, or impediments in any design process.



Because many of the failure nodes in the context of community supported business generation will be socioeconomic in nature, an effective REA is vital for understanding where frictions or disconnects (e.g. failure modes) exist within the accessible support networks.

Analysis

The RFP identifies that the “Consultant will analyze these impediments to identify any community-wide trends or comparables and develop mitigating measures or strategies to these impediments.” Meidh believes the fault tree and event tree products will allow the team to systematically identify the root cause of any discernible trends. These root causes would then be categorized as (i) able to control locally or (ii) cannot be controlled locally.

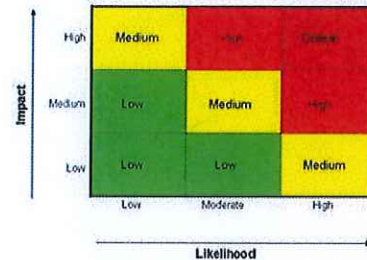
This assessment of controllability is directly relevant to the development of any solution. For example, if one of the socioeconomic failure points is concern over immigration enforcement, it is not clear that there are significant actions that can be taken by the Storm Lake community that alleviate this impediment. However, for failure points whose root cause is something more akin to an absence of accounting support that is knowledgeable and sensitive to the issues of these under-engaged or under-reported businesses, there are local solutions for addressing this root failure.

These mitigation measures and strategies will be features of any proposed product, meaning each will be outgrowths of the customer discovery process.

Prioritization

The RFP identifies that the “Consultant will prioritize services that may be capable of implementing community-wide strategies for mitigating any negative consequences associated with these identified trends.” Meidh believes that the consequence analysis conducted as part of the FMECA framework will be able to increase the efficiency and effectiveness of the prioritization exercise.

Combining the REA, customer discovery, and FMECA results will allow the team to understand the upside and downside risks (i.e. probability multiplied by outcome) of each successful state or failure node. Using easily communicated tools like a risk matrix will allow the team to communicate to stakeholders which nodes do not return enough benefit to the community relative to the cost of solving the root cause.

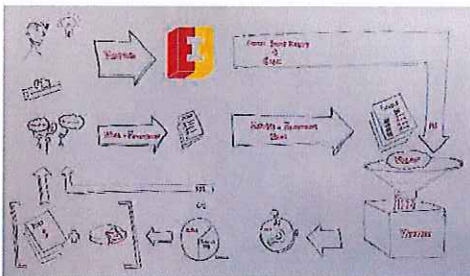
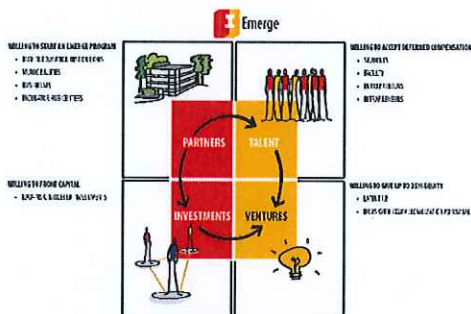


By efficiently eliminating costly alternatives, the team will be capable of determining an appropriate course of action (i.e. what support products should be developed and released) based on customer needs and risk mitigation.

Partnering

The RFP identifies that the “Consultant and Work Group will identify public and private partnerships or resources that the City can leverage to support these shared services until they are delivered in a self-sufficient manner.” Meidh believes that the REA and FMECA will allow the team to efficiently identify which community partnerships have the highest likelihood of succeeding. Based on this estimation of accessible partnerships, the team can identify which economic gardening solutions will be the most effective for the Storm Lake community.

Economic gardening is an entrepreneurial approach to economic development that seeks to grow the local economy from within. Its premise is that local entrepreneurs create the companies that bring new wealth and economic growth to a region in the form of jobs, increased revenues, and a vibrant local business sector.



The economic gardening model has been successfully employed with a public-private partnership between the Indianola Municipal Utilities, the Indianola Development Association, Simpson College, and a Founders Board composed of industry representatives. It is highly likely that, due to a similar mix of resources, Storm Lake has the ability to construct partnerships that perform similarly to those in Indianola, Iowa, which have attracted over 34 new businesses, created over 161 new business relationships, and secured over \$550,000 of investment. These successes were heavily influenced by the sweat-equity management and resource sharing elements of the EMERGE Incubator in a Box model, which has proven to be a low-cost method for facilitating startup activity. If the EMERGE solution fits the profile of the community given its access to partnering networks and identifiable failure nodes, the team would focus on modifying the current model that has been adapted to Indianola so that it is appropriate for the unique communities present in Storm Lake.

While the EMERGE strategies and techniques will be one potential pathway, the team will be guided throughout by the results of the REA and customer discovery activities.

Planning

The RFP identifies that the “Consultant will develop an operational or business plan for the center that identifies or incorporates each of the above identified parameters, provides strategies for sustainability of the center and contains (at a minimum) the following: Each stakeholder and service provider for each resource, working relationships between these resources, production quantifiables or metrics that can be used to measure success of the new program.” Meidh will develop these documents in close coordination with the steering committee.

It is intended that these deliverables will include a partnership plan, operational strategy, key performance indicators, and profiles defining targeted human resources. Where possible, Meidh will procure and setup any relevant software or tools that can be acquired within the stated budget.

**CITY OF STORM LAKE AND MEIDH CORPORATION
INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made this 29th day of December 2014 ("Effective Date") by the City of Storm Lake, the (" Client") and between MEIDH CORPORATION, an Iowa company in good standing with its principal place of business at 4225 Fleur Drive #132, Des Moines, Iowa, 50321, (the "Professional")

BACKGROUND

The Client desires to use the services of the Professional in order to obtain the benefit of the analytical experience and ability of the Professional. The Professional wants to render such services to the Client and will devote its best efforts to the services that are to be provided for the Client.

1. Services. Client retains the Professional to provide professional analysis, research, planning, and implementation services ("Services") for certain projects (each a "Project") as set forth in the attached proposal ("Project Statement"). The Project Statement details the scope of Services to be provided and the time for performing such Services. All Projects shall be related to Client's economic development activities (the "Business"). Professional shall use its best efforts in the performance of the Services and shall perform such Services diligently and conscientiously with the highest professional standards and in compliance with all applicable laws, regulations (federal, state, and local), and in compliance with all Client requests.

2. Compensation. In return for the Services performed under this Agreement, the Client shall pay to the Professional the compensation plan set forth in the relevant Project Statement. The Client shall at no time pay fees for Services not performed.

3. Expenses. The Client will reimburse the Professional for prior authorized and reasonable expenses the Professional incurs in performing the Services, provided that the Professional provides the Client with a reasonable accounting, together with receipts, for such expenses.

4. Method of Payment. The Professional shall deliver to the Client, on a bi-monthly basis, an invoice for fees earned in accordance with the Project Statement and authorized expenses. Invoices will be paid less any disputed amount withheld pending resolution. The Professional acknowledges and agrees that the fees and expenses set forth in Sections 2 and 3 hereof represent the Client's full and complete obligation for the Services to be rendered, and expenses incurred, by or on behalf of the Professional under this Agreement.

5. Confidential Information.

A. The Professional agrees that it will not disclose and will hold in strictest confidence and will not use for any purpose whatsoever any and all Business information, proprietary information, financial information, employee information, vendor and creditor information, business records, strategic plans, marketing ideas and imaginative concepts, intellectual

property, copyrights, trademark information, details of organization or business affairs, and all other matters of or pertaining to the Client or the Business or an Affiliate (hereinafter defined) or otherwise learned by Professional or brought to the Professional's attention (collectively the "Information") by or through the Client, its Affiliate, or its agents or as a result of Professional's association with the Client, its Affiliate, or its agents in any fashion during the course of Professional's employment with the Client, whether in written, printed, pictorial, digital, videographic, audio, or oral form or in any other form without the prior written consent of the Client. The Professional agrees not to use the Information for any purpose. Upon termination of this Agreement, the Professional agrees to promptly return to the Client all of the Information, in whatever form, that the Professional may then have in his possession or control.

B. In the event that the Professional keeps records of services done while employed by the Client, the Professional shall turn copies of such records over to the Client upon the earlier of the termination of this Agreement or at the request of the Client, except that the Professional may keep one copy of his own work for archival purposes. In the event that the Professional is entrusted with any of the Client's property, the Professional shall turn such property and any and all copies of facsimiles of such property over to the Client upon the earlier of either a request to do so from the Client or the termination of this Agreement.

C. Professional hereby acknowledges that the Information is and shall continue to be the exclusive property of the Client, whether or not disclosed or entrusted to the Professional pursuant to the Professional's employment with the Client.

D. Professional hereby acknowledges that any disclosure of the Information will cause irreparable harm to the Client.

E. Professional hereby agrees not to disclose the Information, directly or indirectly, under any circumstances or by any means, to any third person without the express written consent of the Client or under a valid order from a court of competent jurisdiction.

F. Professional hereby agrees that it will not copy, transmit, reproduce, summarize, quote, or make any commercial or any other use whatsoever of the Information without the express written consent of the Client.

G. Professional hereby agrees to exercise the highest degree of care in safeguarding the Information against loss, theft, or other inadvertent disclosure, and agrees generally to take all steps necessary to ensure the maintenance of confidentiality of the Information.

H. Professional acknowledges that the restrictions contained in this Section 5, in view of the nature of the Business in which Client is engaged, are reasonable and necessary in order to protect the legitimate interests of Client, that their enforcement, by injunction or otherwise, will not impose a hardship on Professional or significantly impair Professional's ability to earn a livelihood, and that any violation thereof would result in irreparable injuries to Client. Professional therefore acknowledges that, in the event of Professional's violation or threatened violation of any of these restrictions, Client shall be entitled to obtain from any court of competent jurisdiction preliminary and permanent injunctive relief as well as damages incurred up to the date of

abatement of said violation of these restrictions and an equitable accounting of all earnings, profits and other benefits arising from such violation, which rights shall be cumulative and in addition to any other rights or remedies to which Client may be entitled.

I. All of the provisions in this Section 5 of this Agreement, including, but not limited to, all of the acknowledgments and obligations of Professional discussed herein, shall survive the termination of this Agreement and the Professional's separation from employment with the Client.

6. Covenant Not to Compete.

A. Professional hereby agrees that, during the term of its employment with the Client and for a period of one (1) year from the date of termination of the term hereunder (the "Restricted Period"), Professional and/or any Affiliate of Professional (hereinafter defined) shall not directly or indirectly, either as a principal, agent, director, officer, employee, partner, shareholder, member, financier, investor, joint venturer, landlord, broker, or in any other relation or capacity, without expressed consent of the Client:

(1) induce or attempt to induce any customer, client, supplier, licensor, licensee, or any other individual or entity having any type of business relation with the Client or any Affiliate of the Client to cease or curtail doing business with the Client or any Affiliate of the Client or in any way materially interfere with the relationship between any such customer, client, supplier, licensor, licensee or any other individual or entity having any type of business relation with the Client or any Affiliate of the Client (including, without limitation, making any negative statements or communications about the Client or any Affiliate of the Client);

(2) request any suppliers of services or goods of any business then being conducted by Client or any Affiliate of Client to curtail or cancel their business with Client or any Affiliate of the Client;

(3) solicit, canvas or accept any business or transaction from any person, firm, corporation or business who is a Then Current (hereinafter defined) Customer of Client or any Affiliate of the Client or divert or attempt to divert to any competing business any Then Current Customer or prospective Customer of Client or any Affiliate of the Client;

(4) induce, solicit, or attempt to influence any Professional of Client or any Affiliate of the Client to terminate employment with the Client or to enter into any employment or business relationships with any other person (including Professional), firm, corporation or business; or

(5) perform any services whatsoever for any Then Current Customer or prospective Customer of Client or any Affiliate of the Client of the type Professional provides or provided, as the case may be, while employed by the Client or on whose projects the Professional worked during the Professional's employment with Client, inside the Restricted Area.

C. Notwithstanding any other provision of this Section 6, this section shall not

prohibit the Professional from working with any Customer of Client that was brought to Client by Professional and such relationship is noted on the Project Statement for such Customer.

D. For purposes of this Agreement, an "Affiliate" shall mean a person who (i), with respect to Client, is any entity, directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with such entity; or (ii), with respect to Professional, is Professional or any shareholder, director, officer, or employee of Professional. Professional recognizes and agrees that immediate and irreparable damage will result to Client if Professional breaches or threatens to breach any of the terms or conditions of this Covenant Not to Compete.

E. If the Restricted Period or the Restricted Area specified in this Section 6 should be adjudged unreasonable in any proceeding, then the period of time shall be reduced by such amount or the area shall be reduced by the elimination of such portion or both such reductions shall be made so that such restrictions may be enforced for such time and in such area as is adjudged to be reasonable. Professional hereby expressly consents to the jurisdiction of any court within the Restricted Area to enforce the provisions of this Section 6, and agrees to accept service of process by mail relating to any such proceeding. Client may and Professional shall supply a copy of this Section 6 of this Agreement to any future or prospective employer of Professional or to any person to whom Professional has supplied information if the Client determines in good faith that there is a reasonable likelihood that Professional has violated or will violate such Section.

7. **Reservation of Professional's Intellectual Property.** Client hereby acknowledges that the Professional has developed certain process, procedures, trade secrets, and other intellectual property rights which the Professional will use when providing Services to Client. Notwithstanding any other provisions hereof, Professional hereby reserves, and Client hereby acknowledges, that Professional is only providing the Services and is not assigning or otherwise transferring any rights in Professional's processes, procedures, trade secrets, or other intellectual property to Client.

8. **Term.** This Agreement may be terminated (i) by any party at any time upon 30 days written notice, or (ii) immediately by the Client if the Professional breaches or threatens to breach any provision of this Agreement or ceases to perform the services to the satisfaction of the Client, in the sole discretion of the Client. The termination of this Agreement shall not terminate any Project Statement unless such termination is pursuant to Section 8(ii) hereof.

9. **Indemnification.** Professional shall defend, indemnify, and hold harmless the Client and its heirs, representatives, and assigns from and against any and all liabilities, claims, demands, causes of action, damages, losses and expenses, including, without limitation, attorneys' fees, (collectively, "Losses") arising out of or in connection with (a) any negligence or intentional misconduct of Professional or of any of Professional's employees or agents in the performance of the Services, (b) any breach by Professional of its obligations under this Agreement, and (c) any Losses arising out of or related to any of the matters identified in Section 5 and 6 of this Agreement, or as a result of any determination or allegation that Professional is performing the Services in contravention of any federal or state laws, codes, or regulations.

10. **Insurance.** Professional shall maintain at Professional's own expense full insurance coverage for Professional and Professional's employees, as the Professional sees appropriate.

11. **Representations, Warranties and Covenants of Professional.**

(a) Professional represents and warrants that Professional is free to enter into this Agreement and perform the Services. Professional further represents, warrants and covenants that Professional's retention by the Client and Professional's performance of the Services does not, and will not, breach any agreement that obligates Professional to keep in confidence any trade secrets or confidential information of Professional or of any other party or to refrain from competing, directly or indirectly, with the business of any other party.

(b) Professional represents, warrants and covenants that: (i) Professional is, and at all times during the Term of this Agreement will be, qualified by training and experience with appropriate expertise to perform the Services, and (ii) Professional has, and at all times during the Term of this Agreement will have, appropriate federal and state licenses, approvals and certifications necessary to perform safely, adequately and lawfully its obligations under this Agreement.

12. **Assignment.** Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that the Client shall have the right to assign or otherwise transfer this Agreement to its Affiliates or to any successor in interest.

13. **Amendment; Waiver.** This Agreement may be amended only by a written instrument signed by the parties hereto. Each party shall have the right to enforce the provisions of this Agreement in strict accordance with its terms. The failure of either party at any time to enforce its rights hereunder strictly in accordance with the same shall not be construed as having created a custom contrary to the specific provisions hereof or as having in any way modified or waived same.

14. **Notices.** Any notice that is required or permitted hereunder shall be deemed given only if delivered in an independently verifiable manner.

15. **Entire Agreement.** This Agreement, including any Project Statement, sets forth and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and all prior agreements, understandings, promises and representations, whether written or oral, with respect thereto are superseded hereby.

16. **Severability.** The provisions of this Agreement shall be several. Invalidity or unenforceability of one provision shall not affect any other provision of this Agreement.

17. **Survival.** Sections 5, 6, 7 and 9 shall survive the termination of this Agreement.

18. **Headings.** The headings in this Agreement are for convenience only and do not in any way limit or amplify their terms in this Agreement. The "Background" provisions stated in the preamble to this Agreement are hereby incorporated.

19. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall together be deemed to constitute one agreement.

20. **Attorney's Fees.** In any action by either party to enforce or to interpret the terms of this Agreement or with respect to any matter related to the subject matter of this Agreement, the prevailing party shall be entitled to reimbursement of its actual attorney's fees, court costs, and all other costs of suit.

21. **IN WITNESS WHEREOF**, intending to be legally bound hereby, the parties hereto have executed this Independent Contractor Agreement as of the Effective Date.

CLIENT:

By: _____

PROFESSIONAL:

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

Meidh, Chris Draper, Director

ADDENDUM

Federal Compliance Assurances

In connection with the carrying out of this agreement, all parties shall comply with the following laws and regulations:

- Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C., 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Amendments and regulations issued thereto.
 - Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309)
 - The Age Discrimination Act of 1975, as amended (S.C. 1601 et seq.).
 - Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112).
 - Title VIII of the Civil Rights Act of 1968, as amended.
 - Federal Executive Order 11063, as amended by Executive Order 12259.
 - Federal Executive Orders 11246 and 11375 (attached to this contract as Exhibit B)
 - Iowa Civil Rights Act of 1965 (Iowa Executive Order 15 and 34)
- NWIPDC Planning Agreement - Page 3*
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213).
 - All government-wide lobbying restrictions made part of this agreement by attachment (attached to this contract as Exhibit C).
 - Title IV of the Lead Based Poisoning Prevention Act (42 U.S.C. 4831) as implemented through the regulations contained in 24 CFR, Part 35.

City of Storm Lake

Chris Draper

Staff Summary

1/19/2015
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: Mike Wilson, Community Development Director

SUBJECT: **Motion Setting A Public Hearing On The Plans & Specifications For The Downtown Facade Renovation Project**

BACKGROUND: Construction plans and specifications have been developed for the project. Currently, 20 storefronts in the downtown area will be impacted. The scope of work varies by building but generally includes new storefronts, windows, awnings and in some cases signage.

Total budget for the project is about \$700,000 including architectural fees and grant administration costs.

We anticipate a bid letting on February 24, 2015 at 10:00AM with work to start shortly thereafter.

The Public Hearing will be set for Monday February 2, 2015 at 5:00 PM at City Hall.

FISCAL IMPACT: The fiscal impact is the cost of publication for the public hearing notice which is estimated to be about \$100.

RECOMMENDATION: Approve the Motion

Staff Summary

1/19/2015
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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Resolution No. 79-R-2014-2015 Rejecting Bids For East 10th Street Reconstruction Project**

BACKGROUND: This project will be a 7" PCC pavement with a 3" modified subbase and 6" perforated subdrains on both sides. The project will place a new intersection on Seneca, both legs of Oneida, Lincoln Road and Maywood Drive. The project will stop short of Russell Street.

This is a federal aid project and was let through the Iowa DOT on December 16, 2014 with 2 bids received, they were as follows:

Godbersen-Smith Construction Co \$722,544.50
K. Cunningham Construction Co Inc \$761,582.70

The bids over the projected engineers estimate of \$583,300 (11/24/14). Therefore, city staff feels it is in the best interest of the city to reject the bids at this time.

A new engineers estimate (1/13/15) has been recieved for \$605,400. A rebidding process will take place through the Iowa DOT on March 17, 2015.

The revised project will eliminate the construction phasing (previous three phases) and construct temporary accesses off of Russell and Oneida to provide access in and out of the construction zone for the citizens. With eliminating the phasing of the project the hope is the bids will be closer to the engineers estimate.

The revised estimate also includes some insulation for water lines that will be very shallow under the lower portion of the road near the Oneida intersection.

FISCAL IMPACT: Projected Cost of Project - \$750,380.00
Engineering - \$89,980.00
Construction - \$605,400.00
Legal/Admin - \$5,000.00

Contingency - \$50,000.00

Project funded by STP Grant \$244,000, Road Use Tax \$126,000, Franchise Fees \$67,000, and \$23,000 of Water Revenues to cover the cost of the insulation.

Currently the project is estimated to be \$290,549 over available funds and city staff is looking at options for the additional funding that is needed.

RECOMMENDATION: Approve Resolution No. 79-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Resolution No. 79-R-2014-2015	Resolution

RESOLUTION NO. 79-R-2014-2015

**A RESOLUTION REJECTING BIDS ON THE EAST 10TH STREET
RECONSTRUCTION PROJECT**

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

That the bid from Godbersen-Smith Construction Co and K. Cunningham Construction Co., Inc.
for the East 10th Street Reconstruction Project be rejected as the bids were over the engineer's
estimate.

PASSED AND APPROVED this 19th day of January 2015.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, Deputy City Clerk

Staff Summary

1/19/2015
Agenda Item # 8.



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

REPORT TO: Honorable Mayor and City Council

FROM: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Set Public Hearing For The Widening Of HWY 7 From Barton Street To Northwestern Drive**

BACKGROUND: This agenda item will set the public hearing for the widening of Hwy 7 from Northwestern Street to Barton Street to 3 lanes on February 2, 2015 at 5pm in the City Hall Council Chambers. The project also includes the replacement of the traffic signal at Northwestern Drive and HWY 7.

FISCAL IMPACT: The City Clerk has the plans and specifications on file.

Estimated project costs for this project are as follows:

Construction w/traffic signals	\$940,000
Engineering	\$130,000
Legal/Admin	\$15,000
CTS contract	\$3,450
Railroad Agreement	\$50,633.67
Contingency	\$150,000.00
Total	\$1,249,083.67

Funding for this project will come from USTEP (\$400,000) and STP (\$341,000) Funding and Road Use Tax Funds. City funds will come from Road Use Tax (\$275,000).

Total available revenues at this time are \$1,016,000 making the project \$233,083.67 short. During the budget process we will have to determine where the remaining funds will come from.

RECOMMENDATION: Set public hearing for February 2, 2015 at 5pm.

Staff Summary

1/19/2015
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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Resolution No. 80-R-2014-2015 Accepting & Awarding Bids For Expansion Blvd Storm Water Project**

BACKGROUND: This project is located in the eastern portion of Storm Lake to improve the drainage around Meridian Manufacturing, the concrete plant and the NAPA area. The water will be taken to the east and to the purified wetland areas that will eventually go to a creek on the east side of Highway 71.

This project will involve a series or combination of two stage ditches, micro pools, pocket wetlands, detention basins, infiltration basins, native landscaping, and a small amount of storm water piping to improve drainage and alleviate flooding in a 35 acre area in and around Expansion Blvd.

Bids were opened on January 14, 2015 with two bidders on the project. The bids were as follows:

Contractor	Base Bid	Alternate #1	Alternate #2
Healy Excavating	\$1,298,704.60	\$33,500	\$2,720
Quam Construction	\$1,834,496.40	\$38,400	\$4,600

EOR has reviewed the bid submittal and Healy Excavating of Lake View, Iowa is the low bidder on the project.

City staff is recommending the acceptance of the base bid and Alternates #1 and #2.

FISCAL IMPACT: The engineering agreement is with Emmons & Olivier Resources, Inc. (EOR) of Minneapolis, Minnesota.

This project will be funded from flood mitigation funds.

Projected Cost -	\$1,635,687.76
Engineering	\$ 198,375.00
Construction	\$1,334,924.60
Legal/Admin	\$ 20,000.00

Contingency	\$ 20,000.00
Land Acquisition	\$ 59,988.16
CTS Contract	<u>\$ 2,400.00</u>
Total Projected Cost	\$1,635,687.76

The project is funded with Flood Mitigation Funding in the amount of \$1,587,469.00. Currently the projected cost on this project is \$48,219 over the available funds for the project.

RECOMMENDATION: Approve Resolution No. 80-R-2014-2015

ATTACHMENTS:

Description	Type
Letter of Recommendation from Engineer	Letter
Resolution No. 80-R-2014-2015	Resolution

memo



Project | Expansion Boulevard Storm Water Improvements
To | Jim Patrick
Cc | Justin Yarosevich
Cc | Pat Kelly
Cc | Kevin Biehn, RLA, CPESC
From | Derek R. Lash, PE, CPESC *DL*
Regarding | Recommendation for Contractor Selection

Date | January 15, 2015
Contact Info | patrick@stormlake.org
Contact Info | justin@stormlake.org
Contact Info | kelly@stormlake.org
Contact Info | kbiehn@eorinc.com
Contact Info | dlash@eorinc.com

The purpose of this memorandum is to provide a recommendation for selecting a Contractor to construct the Expansion Boulevard Storm Water Improvements project.

Bid Summary

A total of two bids were received and the low bidder was Healy Excavating with a Base Bid of \$1,298,704.60 and a Total Bid w/Add Alternates of \$1,334,924.60. In comparison, the engineers estimate was \$1,496,345.62 for the Base Bid and \$1,536,345.62 for the Total Bid w/Add Alternates.

COMPANY	BID SECURITY INCLUDED	BASE BID	TOTAL BID w/ADD ALTERNATES
Healy Excavating, Lake View, IA	✓	\$1,298,704.60	\$1,334,924.60
Quam Construction, Willmar, MN	✓	\$1,834,496.40	\$1,877,596.40

Review of Apparent low bidder

Review of the submitted bid packages was performed by Emmons & Olivier Resources, Inc. (EOR). Barring any unforeseen circumstances, it is deemed Healy Excavating is the low responsive bidder.

Recommendation

The low responsive bidder, Healy Excavating, is recommended for the Expansion Boulevard Storm Water Improvements project.

RESOLUTION NO. 80-R-2014-2015

RESOLUTION ACCEPTING AND AWARDING BID FOR THE CITY OF STORM LAKE EXPANSION BLVD STORM WATER PROJECT

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

Section 1. That the following bid for the construction of certain public improvements described in general as the City of Storm Lake Expansion Blvd Storm Water Project, described in the plans and specifications heretofore adopted by this Council on May 19, 2014 be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor:	Healy Excavating Lake View, Iowa
Amount of bid:	\$1,334,924.60
Portion of bid:	All

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

PASSED AND APPROVED this 19th day of January 2015.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

1/19/2015
Agenda Item # 10.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion Approving The Purchase Of Land**

BACKGROUND: Buena Vista Stationary & Printing owns a small vacant lot in the 700 Block of Erie Street (717 Erie Street) adjacent to the north side of the City's public parking lot. The lot measures roughly 25x100 with 25 feet being the frontage to Erie Street.

The City has applied to the Iowa Economic Development Authority for a Community Development Block Grant for storm water improvements along Erie Street. Should funding be provided and the project move forward the additional 2,500 square feet adjacent to the parking lot would be very valuable to the overall design of the parking lot including maximizing parking and providing land for potential storm water facilities.

The lot has been for sale for the past several months and in talking with Ken and Jim Davis they are willing to sell the land at a discount to the City for the project.

FISCAL IMPACT: The proposed purchase price is \$6,250.00. Funding for the purchase would come out of General Fund reserves.

RECOMMENDATION: Approve the Motion & Authorize the Mayor and Clerk to Execute the Purchase Agreement

ATTACHMENTS:

Description	Type
 Purchase Agreement	Contract
 Map	Map



REAL ESTATE CONTRACT (SHORT FORM)

IT IS AGREED between Buena Vista Stationery & Printing, Inc., an Iowa corporation,
("Sellers");

and the City of Storm Lake, Iowa, an Iowa municipal corporation, _____ ("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Buena Vista County,
Iowa, described as:
Lot Seventeen (17), Block Three (3) in the City of Storm Lake, Buena Vista County, Iowa

with any easements and appurtenant servient estates, but subject to the following:

- a. any zoning and other ordinances;
- b. any covenants of record;
- c. any easements of record for public utilities, roads and highways; and
- d. (consider: liens; mineral rights; other easements; interest of others.)

(the "Real Estate"), upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is Six Thousand Two Hundred Fifty
and 0/100 _____ Dollars (\$ 6,250.00) of which

No and 0/100

Dollars (\$ 0.00) has been paid. Buyers shall pay the balance to Sellers at
City Hall, 620 Erie Street, Storm Lake, Iowa

or as directed by Sellers, as follows:

\$6,250.00 shall be paid at closing upon Sellers' delivery to Buyers of warranty deed.

2. INTEREST. ~~Buyers shall pay interest from xxxxxxxxxxxxxxxx on the unpaid balance, at the rate of xxxxx percent per annum payable xxx.~~ Buyers shall also pay interest at the rate of 2 percent per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.

3. REAL ESTATE TAXES. Sellers shall pay:

all real estate taxes delinquent if not paid April 1, 2015 and October 1, 2015, and 47/181 of the
taxes delinquent if not paid April 1, 2016,

any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

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

5. POSSESSION CLOSING. Sellers shall give Buyers possession of the Real Estate on February 16, 2015, provided Buyers are not in default under this contract. Closing shall be on February 16, 2015.

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

7. ABSTRACT AND TITLE. Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this contract _____ and deliver it to Buyers for examination. It shall show merchantable title in Sellers in or conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full, however, Buyers reserve the right to occasionally use the abstract prior to full payment of the purchase price. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

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

9. CARE OF PROPERTY. Buyers shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the term of this contract. Buyers shall not make any material alteration to the Real Estate without the written consent of the Sellers.

10. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.

11. REMEDIES OF THE PARTIES.

a. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract ; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of lease, and may accordingly be ousted and removed as such as provided by law.

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

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

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket

entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code. Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

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

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

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

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.

13. JOINDER BY SELLER'S SPOUSE. Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed for this purpose.

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

15. PERSONAL PROPERTY. If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.

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

17. RELEASE OF RIGHTS. Each of the Seller hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

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

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

THE CITY OF STORM LAKE, IOWA

Dated: _____

By: Jon F. Kruse, Mayor BUYERS

Dated: _____

By: Justin Yarosevich, City Clerk BUYERS

19. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Delete inappropriate alternatives below. If no deletions are made, the provisions set forth in Paragraph A shall be deemed selected.

(a) Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

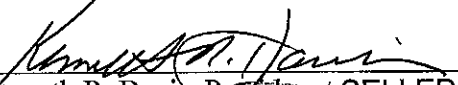
~~(b) The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.~~

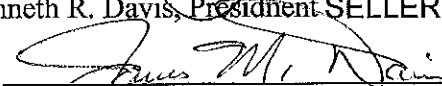
~~(c) Seller and Buyer agree that this transaction IS exempt from the time of transfer inspection requirements by reason that _____~~

20. ADDITIONAL PROVISIONS.

Dated: _____

BUENA VISTA STATIONERY & PRINTING, INC.

By: 
Kenneth R. Davis, President SELLERS

By: 
James Davis, Secretary

THE CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor BUYERS

By: _____
Justin Yarosevich, City Clerk



Staff Summary

1/19/2015
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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 81-R-2014-2015 Awarding Bid On Housing Rehabilitation Project #2014-2**

BACKGROUND: The City of Storm Lake has received an Owner Occupied Housing Rehab grant from the Iowa Economic Development Authority (IEDA) through their Community Development Block Grant program.

In December of 2014 the City held an open house for contractors at two homes in the target area and then held a bid letting on the two projects on December 30, 2014.

For the first home, Project #2014-1, there was one bid and following the letting the home owner dropped out of the program.

On the second home, Project #2014-2, the City received two bids as follows:

K&M Construction (Storm Lake)	\$24,971.91
Dream Builders (Hartley)	\$25,384.00

Following a review of the bids the staff is recommending awarding the bid to the low bidder K&M Construction of Storm Lake.

FISCAL IMPACT: The amount of the cost of the work on this home is a total of \$24,971.91 which is within the maximum allowable by the grant program so there will be no homeowner contribution on the project, unless the project needs additional work.

The cost of the project will be funded with the grant funds from IEDA as a five year forgivable loan to the homeowner. The homeowner will need to remain living in the home for a period of five years following the project at which time the entire cost of the loan will be forgiven.

RECOMMENDATION: Adopt Resolution No. 81-R-2014-2015

ATTACHMENTS:

Description	Type
 Resoluiton No. 81-R-2014-2015	Resolution

RESOLUTION NO. 81-R-2014-2015

A RESOLUTION OF THE CITY OF STORM LAKE, IOWA, AUTHORIZING THE ACCEPTANCE OF BIDS FROM CONTRACTORS FOR PROJECT #2014-2, AS PART OF THE STORM LAKE OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM.

WHEREAS; The City of Storm Lake has competitively secured bids in accordance with program guidelines for Project #2014-2 as part of the Storm Lake Owner-Occupied Housing Rehabilitation Program;

WHEREAS; The City of Storm Lake will accept the low bid from K & M Construction of Storm Lake in the amount of \$24,971.91 for the rehabilitation of Project #2014-2 as part of the Storm Lake Owner-Occupied Housing Rehabilitation Program; and

NOW THEREFORE, BE IT RESOLVED by the City of Storm Lake, Iowa, that the above mentioned contractor be awarded a contract for the rehabilitation of Project #2014-2 as a result of the low bid that was publicly opened on December 30, 2014 in accordance with program guidelines.

PASSED AND ADOPTED THIS 19th DAY OF JANUARY, 2015.

Jon Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

1/19/2015
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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion To Go Into Closed Session Reference Iowa Code Chapter 21.5(c) - Reference Matters of Pending Litigation**

BACKGROUND: Iowa Code allows for cities to have a closed session of the City Council for matters regarding litigation where matters that are either currently in litigation or where litigation is imminent and the disclosure of the issues would enable prejudice or disadvantage the position of the governmental body in that litigation. (Iowa Code Chapter 21.5 (c))
City Council, by roll call vote should vote to go into Closed Session, and then by roll call vote vote to come back into Open Session once they have conducted the discussion allowed by the Iowa Code.
Topics other than those that are specifically allowed to be in closed session are not allowed to be discussed. The City Council may **NOT** make any motions or take any action during the closed session, as all action must be done in open session.

FISCAL IMPACT: There is no fiscal impact expected for this agenda item.

RECOMMENDATION: Motion to Go Into Closed Session Reference Iowa Code Chapter 21.5 (c) - Roll Call Vote

Motion to Return to Open Session Reference Iowa Code Chapter 21.5 (c) - Roll Call Vote