

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
JULY 7, 2014
5:00 PM**



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

AGENDA

1. Hear the Public
2. Consent Agenda
 - A. Approve Consent Agenda
 - B. Buy Local Information
 - C. Motion Authorizing A Noise Variance For The West 5th Street HMA Overlay Project
3. **Resolution No. 01-R-2014-2015 Authorizing The Use Of Awaysis Park, Sunrise Park, Right Of Way Closures, Traffic Re-Routing, Event Permit, Noise Variance & Support For The 2014 Kiwanis Sprint Triathlon**
4. **Motion Authorizing A Noise Variance For Buena Vista University's 2014/15 Homecoming Event**
5. **Public Hearing On Water Treatment Plant Improvements**
6. **Resolution No. 02-R-2014-2015 Approving Plans, Specifications, & Form Of Contract On Water Treatment Plant Improvements**
7. **Resolution No. 03-R-2014-2015 Rejecting Bids For Lake Avenue Recreational Trail Project**
8. **Motion To Approve Engineering Agreement With Bolton & Menk, Inc For Hwy 7 Widening From Northwestern Street To Barton Street**
9. **Resolution No. 04-R-2014-2015 Change Order #1 To The Subdrain Installation On Vilas Road**
10. **Resolution No. 05-R-2014-2015 Acceptance Of The Vilas Road Subdrain Project**
11. **Motion Approving Grant Agreement With Federal Aviation Administration For Runway 13/31 Project**
12. **Resolution No. 06-R-2014-2015 Awarding Contract On Runway 13/31 Project**
13. **Ordinance No. 13-O-2013-2014 Adopting The Storm Water Ordinance, Second Reading**
14. **Motion To Approve A Lot Split On City Of Storm Lake Property**
15. **Motion To Cancel Addendum Agreement**
16. **Resolution No. 07-R-2014-2015_Request For Approval On A Final Plat For A Major Subdivision By The City Of Storm Lake**
17. **Public Hearing For The Transfer Of Land To Habitat For Humanity**
18. **Resolution No. 08-R-2014-2015 Setting Public Hearing For The Transfer Of Land To Habitat For Humanity**
19. **Motion Setting Public Hearing For Plans, Specifications, and Form of Contract For Phase 1**

Storm Lake 3rd Addition Utilities

20. **Resolution # 09-R-2014-2014 Approving The Use Of Sunset Park For Outdoor Entertainment, Food Sales, Arts/Crafts Sales & Noise Variance For The Bridge Of Storm Lake / Christ For The City Cultural Event**
21. **Resolution # 10-R-2014-2015 Approving Street & Sidewalk Sales, Street Closures, Food Vending, Noise Variance & Related Requests To The 2014 Ridiculous Days**
22. **Ordinance No. 01-O-2014-2015 Adopting TIF Ordinance On Pizza Ranch Development - First Reading**
23. **Resolution No. 11-R-2014-2015 Setting Public Hearing for Not To Exceed \$7,500,000 General Obligation Urban Renewal Refunding Capital Loan Notes**
24. **Resolution No. 12-R-2014-2015 Accepting And Awarding Bid For Water Supply Well #20**
25. **Motion To Approve Engineering Agreement With Bolton & Menk, Inc. For Engineering Consulting Services To The Waste Water Treatment Plant**
26. Adjourn

Meeting Protocol

If you wish to speak today, please:

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

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

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



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Staff Summary

7/7/2014
Agenda Item # A.



City of Storm Lake
PO Box 1086
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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 Golf Course disbursements for approval
- Approve City Council minutes - June 16, 2014; June 30, 2014; July 2, 2014
- Approve new liquor license for Midtown Liquor
- Approve new cigarette permit for Midtown Liquor
- Approve cigarette permit renewals for Star Video and El Jimador Liquors
- Approve board appointments:
 - Airport Commission - Robert Anson
 - Band Trustees - Matt Pearson
 - Library Board - Esther Vieira
 - Planning & Zoning Commission - Randy Johnson & Margaret McKeon
- Approve noise variance for the W. 5th Street Project (see attached staff summary)

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$916,830.18
- King's Pointe Bills - \$347,574.07
- Sunrise Pointe Golf Course Bills - \$7,175.96

The City will receive the following revenues:

- Liquor license - \$100.00
- Cigarette Permit - \$75.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

	Description	Type
📁	List of Bills	List of Bills
📁	King's Pointe & Sunrise Pointe List of Bills	List of Bills
📁	Minutes - June 16, 2014	Minutes
📁	Minutes - June 30, 2014	Minutes
📁	Minutes - July 2, 2014	Minutes
📁	Midtown Liquor - Cigarette & Liquor Applications	Application
📁	Cigarette License Applications	Application

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

Checks for Approval Report

From: 06/17/14 To 07/07/14
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00553.06.2014 Aflac Pretax	50.17
AFLAC	PR Batch 00553.06.2014 Aflac After tax	54.06
AFLAC	PR Batch 00554.06.2014 Aflac Pretax	491.72
AFLAC	PR Batch 00554.06.2014 Aflac After tax	160.56
AFLAC	PR Batch 00551.07.2014 Aflac Pretax	50.17
AFLAC	PR Batch 00551.07.2014 Aflac After tax	54.06
ALLBEE HEATHER	Refund Check	41.97
ALLBEE HEATHER	Refund Check	67.83
ALLBEE HEATHER	Refund Check	29.18
ALLBEE HEATHER	Refund Check	2.95
ALLBEE HEATHER	Refund Check	12.29
AUNG KHIN WIN	Refund Check	25.24
AUNG KHIN WIN	Refund Check	43.86
AUNG KHIN WIN	Refund Check	18.83
AUNG KHIN WIN	Refund Check	1.77
AUNG KHIN WIN	Refund Check	7.94
BAILEY BRAEDEN	Refund Check	16.96
BAILEY BRAEDEN	Refund Check	33.42
BAILEY BRAEDEN	Refund Check	14.90
BAILEY BRAEDEN	Refund Check	1.19
BAILEY BRAEDEN	Refund Check	6.26
BANNISTER WHITNEY	Refund Check	22.34
BANNISTER WHITNEY	Refund Check	36.59
BANNISTER WHITNEY	Refund Check	15.54
BANNISTER WHITNEY	Refund Check	1.57
BANNISTER WHITNEY	Refund Check	6.54
City of Storm Lake	PR Batch 00554.06.2014 Dental employee/child	5.64
City of Storm Lake	PR Batch 00554.06.2014 Dental insurance employee c	17.64
City of Storm Lake	PR Batch 00554.06.2014 Dental employee/spouse	18.00
City of Storm Lake	PR Batch 00554.06.2014 Dental insurance family	93.50
City of Storm Lake	PR Batch 00554.06.2014 125 Flexible Benefits	692.44
City of Storm Lake	PR Batch 00554.06.2014 Flex- Child Care	115.38
City of Storm Lake	PR Batch 00554.06.2014 Health Insurance Family	1,953.36
City of Storm Lake	PR Batch 00554.06.2014 Health Insurance Single	359.72
City of Storm Lake	PR Batch 00553.06.2014 Dental insurance employee c	1.06
City of Storm Lake	PR Batch 00553.06.2014 Dental employee/spouse	10.85
City of Storm Lake	PR Batch 00553.06.2014 Dental insurance family	27.66
City of Storm Lake	PR Batch 00553.06.2014 125 Flexible Benefits	209.57
City of Storm Lake	PR Batch 00553.06.2014 Flex- Child Care	20.83
City of Storm Lake	PR Batch 00553.06.2014 Health Insurance Family	587.80
City of Storm Lake	PR Batch 00553.06.2014 Health Insurance Single	22.92
City of Storm Lake	PR Batch 00551.07.2014 Dental insurance employee c	1.06
City of Storm Lake	PR Batch 00551.07.2014 Dental employee/spouse	10.85
City of Storm Lake	PR Batch 00551.07.2014 Dental insurance family	23.05
City of Storm Lake	PR Batch 00551.07.2014 125 Flexible Benefits	209.57
City of Storm Lake	PR Batch 00551.07.2014 Flex- Child Care	20.83
City of Storm Lake	PR Batch 00551.07.2014 Health Insurance Family	529.02
City of Storm Lake	PR Batch 00551.07.2014 Health Insurance Single	22.92
Collection Services Center	PR Batch 00551.07.2014 Child Support Payments to I	325.00
Collection Services Center	PR Batch 00553.06.2014 Child Support Payments to I	325.00
Collection Services Center	PR Batch 00554.06.2014 Child Support Payments to I	526.24
Conseco Health Insurance Co	PR Batch 00554.06.2014 Cancer Pre Tax Insurance	58.30
DONA EVAS SHACK	Refund Check	3.19
DONA EVAS SHACK	Refund Check	5.15
DONA EVAS SHACK	Refund Check	2.54
DONA EVAS SHACK	Refund Check	0.64
DONA EVAS SHACK	Refund Check	0.85

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EFTPS	PR Batch 00554.06.2014 Federal Income Tax	11,534.90
EFTPS	PR Batch 00554.06.2014 FICA Employee Portion	4,787.12
EFTPS	PR Batch 00554.06.2014 FICA Employer Portion	4,787.12
EFTPS	PR Batch 00554.06.2014 Medicare Employee Portion	1,640.84
EFTPS	PR Batch 00554.06.2014 Medicare Employer Portion	1,640.84
EFTPS	PR Batch 00553.06.2014 Federal Income Tax	4,154.56
EFTPS	PR Batch 00553.06.2014 FICA Employee Portion	1,872.91
EFTPS	PR Batch 00553.06.2014 FICA Employer Portion	1,872.91
EFTPS	PR Batch 00553.06.2014 Medicare Employee Portion	535.57
EFTPS	PR Batch 00553.06.2014 Medicare Employer Portion	535.57
EFTPS	PR Batch 00551.07.2014 Federal Income Tax	3,856.72
EFTPS	PR Batch 00551.07.2014 FICA Employee Portion	1,584.90
EFTPS	PR Batch 00551.07.2014 FICA Employer Portion	1,584.90
EFTPS	PR Batch 00551.07.2014 Medicare Employee Portion	461.37
EFTPS	PR Batch 00551.07.2014 Medicare Employer Portion	461.37
GIOVANNUCCI JEFFREY	Refund Check	13.54
GIOVANNUCCI JEFFREY	Refund Check	22.99
GIOVANNUCCI JEFFREY	Refund Check	9.49
GIOVANNUCCI JEFFREY	Refund Check	0.95
GIOVANNUCCI JEFFREY	Refund Check	3.99
ICMA Retirement Trust 457	PR Batch 00553.06.2014 ICMA	1,050.00
ICMA Retirement Trust 457	PR Batch 00553.06.2014 ICMA City Paid	529.18
ICMA Retirement Trust 457	PR Batch 00553.06.2014 ICMA City paid for Police	424.91
ICMA Retirement Trust 457	PR Batch 00554.06.2014 ICMA	885.00
ICMA Retirement Trust 457	PR Batch 00551.07.2014 ICMA	1,050.00
ICMA Retirement Trust 457	PR Batch 00551.07.2014 ICMA City Paid	529.18
ICMA Retirement Trust 457	PR Batch 00551.07.2014 ICMA City paid for Police	432.81
Iowa Public Employees	PR Batch 00551.07.2014 IPERS	1,188.14
Iowa Public Employees	PR Batch 00551.07.2014 IPERS City Share	1,783.21
Iowa Public Employees	PR Batch 00554.06.2014 IPERS	4,411.69
Iowa Public Employees	PR Batch 00554.06.2014 IPERS City Share	6,621.11
Iowa Public Employees	PR Batch 00553.06.2014 IPERS	1,307.21
Iowa Public Employees	PR Batch 00553.06.2014 IPERS City Share	1,961.92
ITT Hartford AMS RPVA	PR Batch 00553.06.2014 457 Hartford	100.00
ITT Hartford AMS RPVA	PR Batch 00554.06.2014 457 Hartford	225.00
ITT Hartford AMS RPVA	PR Batch 00551.07.2014 457 Hartford	100.00
MELGAR-LARA JIMMY	Refund Check	30.17
MELGAR-LARA JIMMY	Refund Check	55.35
MELGAR-LARA JIMMY	Refund Check	20.71
MELGAR-LARA JIMMY	Refund Check	2.10
MELGAR-LARA JIMMY	Refund Check	8.72
Muni Fire/Police Retire	PR Batch 00554.06.2014 Muni Police/Fire Pension	3,080.46
Muni Fire/Police Retire	PR Batch 00554.06.2014 Muni Police/Fire Pension Ci	9,870.61
Muni Fire/Police Retire	PR Batch 00553.06.2014 Muni Police/Fire Pension	521.22
Muni Fire/Police Retire	PR Batch 00553.06.2014 Muni Police/Fire Pension Ci	1,670.13
Muni Fire/Police Retire	PR Batch 00551.07.2014 Muni Police/Fire Pension	534.26
Muni Fire/Police Retire	PR Batch 00551.07.2014 Muni Police/Fire Pension Ci	1,728.39
PADILLA YOSELINE	Refund Check	19.40
PADILLA YOSELINE	Refund Check	36.84
PADILLA YOSELINE	Refund Check	15.16
PADILLA YOSELINE	Refund Check	1.37
PADILLA YOSELINE	Refund Check	6.38
PAZ OR SALVADOR LOPEZ ADELINA	Refund Check	15.36
PAZ OR SALVADOR LOPEZ ADELINA	Refund Check	29.69
PAZ OR SALVADOR LOPEZ ADELINA	Refund Check	12.23
PAZ OR SALVADOR LOPEZ ADELINA	Refund Check	1.07
PAZ OR SALVADOR LOPEZ ADELINA	Refund Check	5.15
RAINFORTH MARILYN	Refund Check	30.09
RAINFORTH MARILYN	Refund Check	28.08

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RAINFORTH MARILYN	Refund Check	11.74
RAINFORTH MARILYN	Refund Check	2.10
RAINFORTH MARILYN	Refund Check	4.94
RODRIGUEZ BATISTA ALEJANDRO	Refund Check	24.07
RODRIGUEZ BATISTA ALEJANDRO	Refund Check	35.19
RODRIGUEZ BATISTA ALEJANDRO	Refund Check	11.57
RODRIGUEZ BATISTA ALEJANDRO	Refund Check	1.69
RODRIGUEZ BATISTA ALEJANDRO	Refund Check	4.87
SMITH BRIAN	Refund Check	13.67
SMITH BRIAN	Refund Check	24.62
SMITH BRIAN	Refund Check	10.81
SMITH BRIAN	Refund Check	0.96
SMITH BRIAN	Refund Check	4.55
Teamsters Local Union 554	PR Batch 00554.06.2014 Union Dues	296.00
Treasurer State Of Iowa	PR Batch 00554.06.2014 State Income Tax	4,341.35
Treasurer State Of Iowa	PR Batch 00553.06.2014 State Income Tax	1,795.32
Treasurer State Of Iowa	PR Batch 00551.07.2014 State Income Tax	1,632.32

UNAVAILABLE

Department Total = 97,369.12

Police Department

BV Rifle & Pistol Club	2014 Professional Dues	600.00
Central Iowa Distributing, Inc	Cleaning Supplies	653.06
City of Storm Lake	Serviced P-20	44.18
City of Storm Lake	Health Ins Allocations Jul2014	20,795.55
Control System Specialists, LLC	PD A/C Repairs	1,889.81
Custodian of Petty Cash	SLPD Postage	8.50
Custodian of Petty Cash	SLPD Postage	8.50
Diekman Patrick L	Holder for Transmitter	29.99
Electronic Engineering	Replaced Jack on 802-WT	134.29
Electronic Engineering	Repaired Radio in P-13	215.42
Evertex Inc	Cell Phone Service July 2014	73.96
Fitzpatrick Auto Center	Alignment P-5	54.95
Fitzpatrick Auto Center	Gasket Replaced on P-20	813.92
Fitzpatrick Auto Center	Brake Repairs to P-14	582.59
Graham Tire	Tire Repair P-4	20.00
Graham Tire	Tire Repair P-13	40.00
Graham Tire	2 New Tires P-13	270.90
Graham Tire	Tire Repairs P-4	35.95
Hy-Vee, Inc	Supplies	32.96
Hy-Vee, Inc	Supplies	17.98
Iowa Office Supply Inc	Copier Maintenance	110.89
Iowa Police Chiefs Assc	Training Registration- Kollasch	30.00
Iowa Police Chiefs Assc	Training Registration- Speers	30.00
Jack's Uniforms & Equipment	Uniform Pants- Cooke, M	100.89
Jack's Uniforms & Equipment	Green Blast Doors	181.09
Logistic Systems, Inc	2014-2015 License & Maintenance Fee	1,426.00
Logistic Systems, Inc	Management System Iowa NIBRS Validation	14,291.00
Med-Tech Resource Inc	Batteries	370.02
Med-Tech Resource Inc	Batteries	381.75
MidAmerican Energy Company	Electric Service Apr/May 2014	817.46
Midwest Radar & Equipment	Radar Calibrations	200.00
Midwest Radar & Equipment	Turning Fork for P-13	22.00
O'Reilly Auto Parts	Car Wash Supplies	11.78
Principal Life Ins Co	Insurance Premium July 2014	2,090.78
Prosser Mark	Meals at Training- Briar Cliff University- Prosser	34.00
Purchase Power	Postage June 17, 2014	180.48
Rasmussen's	Cooling Fan Repairs P-11	595.17

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Rasmussen's	New Belt, Brake Inspection, & Testing P-11	141.66
Rasmussen's	Wiper Motor P-12	355.01
Recycle Center Harold Rowley	Commercial Waste Disposal	10.00
Sirchie Finger Print Lab	Swab Box	54.70
Storm City Auto Parts	Orion Flares	308.20
Storm Lake Times The	Reissue Check #45689- Lost Check	59.38
Streicher's	Supplies	1,607.75
Treat America Co	Meals for Conference- Flikeid	68.21
Wal Mart #01-1526	Supplies	2.88
Wal Mart #01-1526	Supplies	21.92
Yards & Etc	Lawn Mowing 504 Geneseo	65.00
Yards & Etc	Lawn Mowing 540 Hudson	65.00
Yards & Etc	Lawn Mowing 120 Mae	75.00
Younie Matthew W	Uniform Alterations- Younie	27.82

Police Department	Department Total =	50,058.35
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Park Ranger

Graffix, Inc	Uniforms	98.50
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Park Ranger	Department Total =	98.50
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Fire Department

Alpha Wireless	Services on Pager	144.50
Bomgaars Supply, Inc	Funnel	6.49
Central Iowa Distributing, Inc	Glass Cleaner	45.45
City of Storm Lake	Health Ins Allocations Jul2014	1,911.04
Evertex Inc	Cell Phone Service July 2014	46.09
Helens Commercial Laundry	Laundry Services	13.00
Helens Commercial Laundry	Laundry Services	13.00
Helens Commercial Laundry	Laundry Services	15.75
Mangold Environmental Testing	Shipping	6.03
Principal Life Ins Co	Insurance Premium July 2014	169.70
Rust's Western Shed	Velcro Repairs	47.00
Stanton Electric, Inc	Lamps	24.60
Zee Medical Inc	First Aid Supplies	66.15

Fire Department	Department Total =	2,508.80
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Building Official

Bolton & Menk, Inc	BVRMC Site Plan Review through 6/5/2014	540.00
City of Storm Lake	Health Ins Allocations Jul2014	1,894.03
Evertex Inc	Cell Phone Service July 2014	27.70
International Association of Electrical Inspectors	Membership Renewal FY2015	102.00
Principal Life Ins Co	Insurance Premium July 2014	139.30
Purchase Power	Postage June 17, 2014	50.36
Storm Lake Times The	Publications	12.00

Building Official	Department Total =	2,765.39
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Animal Care

Sanders David James	Pigeon Control 5/14/2014 to 6/14/2014	235.00
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Animal Care	Department Total =	235.00
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Law Enforcement

Electronic Engineering	MRAP Radios & Installation	1,676.00
Integris Equipment LLC	Battery AED	465.00

Law Enforcement

Department Total = 2,141.00

Roadway Maintenance

Blacktop Service Company Inc	Pay Estimate #1 of 2014 West 5th Pavement Improver	50,871.47
Blacktop Service Company Inc	Pay Estimate #2 of 2014 West 5th Pavement Improver	123,219.92
Bolton & Menk, Inc	Engineering Services- Seneca Street through 6/5/2014	740.00
Bolton & Menk, Inc	Engineering Services- E 10th Street through 6/3/2014	8,014.50
Bomgaars Supply, Inc	Sprayers (2)	99.98
Bomgaars Supply, Inc	Pump & Hose	309.98
Bomgaars Supply, Inc	Pump Discount	-40.00
Bomgaars Supply, Inc	Supplies for Wheels	22.97
Bomgaars Supply, Inc	Supplies	16.57
Bomgaars Supply, Inc	Supplies	32.68
Bomgaars Supply, Inc	Supplies	10.28
Bruske Products Inc	Brooms & Handles	199.11
Central Iowa Distributing, Inc	Cleaning Supplies	226.60
City of Storm Lake	Battery Cable Repairs #8	98.40
City of Storm Lake	Replaced Starter #8	89.00
City of Storm Lake	Health Ins Allocations Jul2014	4,868.88
Evertex Inc	Cell Phone Service July 2014	13.85
Fastenal Company	Supplies	28.42
Graffix, Inc	Uniforms	35.10
Graham Tire	2 Tires #64	405.38
Graham Tire	New Tire Service Call	642.68
Iowa Dept of Transportation	Paint & Reflectors	1,907.75
Iowa Office Supply Inc	Copier Maintenance	20.81
Iowa Prison Industries	Signs	45.50
Iowa Prison Industries	Playground Symbol	61.40
Kelly Patrick James	CDL Reimbursement- Kelly	20.00
L & G Products, Inc	Seeds	84.00
MidAmerican Energy Company	Electric Service Apr/May 2014	487.93
Nelsen Carl	City Shop Cleaning	230.00
Principal Life Ins Co	Insurance Premium July 2014	333.73
ProBuild	Supplies	178.91
Road Machinery & Supplies	Belt & Tensioner	236.69
Smith Concrete Service Inc	Concrete Services	5,703.50
Storm Lake Ace Hardware Inc	Ammonia	29.94
Storm Lake Hydraulics Co Inc	Hydraulic Hose	51.68
Wal Mart #01-1526	Supplies	16.02
Wal Mart #01-1526	Supplies	66.21
Zee Medical Inc	First Aid Supplies	97.90

Roadway Maintenance

Department Total = 199,477.74

Street Lighting

MidAmerican Energy Company	Electric Service Apr/May 2014	10,466.73
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Street Lighting

Department Total = 10,466.73

Signs & Signals

Iowa Prison Industries	Playground Symbol/ Signs	114.18
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Signs & Signals

Department Total = 114.18

Snow Removal

City of Storm Lake	Health Ins Allocations Jul2014	1,714.14
Principal Life Ins Co	Insurance Premium July 2014	119.82

Snow Removal

Department Total = 1,833.96

Airport

Alta Implement Company Inc	Blocks & Supplies	115.57
Bart's Flying Service	Airport Contract June 2014	4,895.00
Bolton & Menk, Inc	Design & Bid Service Through 5/30/2014	3,555.00
Bomgaars Supply, Inc	Lettering	10.07
Century Link	Phone Services- June 2014	127.22
Control System Specialists, LLC	Service Call for Repairs	537.07
Culligan	Water Supplies May 2014	24.22
Fairchild Communications Inc	Quarterly Maintenance July 1, 2014	135.00
Gibbins Anthony L	Carpet Cleaning	490.00
Iowa Lakes Regional Water	June 2014 Water Services	66.16
MidAmerican Energy Company	Electric Service Apr/May 2014	502.25
Nepple Electric Inc	Reimbursed Accident Repairs	960.27
Purchase Power	Postage June 17, 2014	0.48
Storm Lake Ace Hardware Inc	Lights	34.95
Storm Lake Ace Hardware Inc	Lights	34.95
Storm Lake Ace Hardware Inc	Tape	8.98
Storm Lake Ace Hardware Inc	Supplies	4.00
Storm Lake Ace Hardware Inc	Supplies	7.99
Storm Lake Ace Hardware Inc	Supplies	102.93
Storm Lake Times The	Reissue Check #45689- Lost Check	23.40

Airport

Department Total = 11,635.51

Library

Brodart Co	Books	48.17
Brodart Co	Books	16.29
Brodart Co	Books	10.96
Brodart Co	Books	12.48
Buena Vista Stationery & Print Inc	Time Clock Ribbon	16.16
Carrington Electric Co	Color Copier Line Installation	533.65
Center Point Large Print Inc	Books	212.70
Central Iowa Distributing, Inc	Cleaning Supplies	32.40
City of Storm Lake	Health Ins Allocations Jul2014	4,489.28
Custodian of Petty Cash Kim Mehlenbacher	Postage	34.24
Custodian of Petty Cash Kim Mehlenbacher	Postage	3.02
Custodian of Petty Cash Kim Mehlenbacher	Postage	14.64
Custodian of Petty Cash Kim Mehlenbacher	Postage	3.02
Custodian of Petty Cash Kim Mehlenbacher	Postage	3.48
Custodian of Petty Cash Kim Mehlenbacher	Postage	5.58
Custodian of Petty Cash Kim Mehlenbacher	Postage	6.50
Custodian of Petty Cash Kim Mehlenbacher	Postage	6.04
Custodian of Petty Cash Kim Mehlenbacher	Postage	6.04
Custodian of Petty Cash Kim Mehlenbacher	Postage	2.56
Custodian of Petty Cash Kim Mehlenbacher	Postage	17.66
Custodian of Petty Cash Kim Mehlenbacher	Postage	19.76
Custodian of Petty Cash Kim Mehlenbacher	Postage	42.74

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From: 06/17/14 To 07/07/14
User: tyler.gibbins

Custodian of Petty Cash Kim Mehlenbacher	Postage	12.08
Custodian of Petty Cash Kim Mehlenbacher	Postage	11.16
Custodian of Petty Cash Kim Mehlenbacher	Postage	13.66
Custodian of Petty Cash Kim Mehlenbacher	Postage	8.60
Ingram Library Services, Inc	Books	16.78
Ingram Library Services, Inc	Books	16.79
Ingram Library Services, Inc	Books	15.06
Ingram Library Services, Inc	Books	16.21
Ingram Library Services, Inc	Books	9.88
Ingram Library Services, Inc	Books	30.65
Ingram Library Services, Inc	Books	16.78
Ingram Library Services, Inc	Books	16.22
Ingram Library Services, Inc	Books	6.18
Ingram Library Services, Inc	Books	17.34
Ingram Library Services, Inc	Books	16.76
Ingram Library Services, Inc	Books	33.01
Mead Jo	2nd Half FY2014 Mileage Reimbursement	100.24
MidAmerican Energy Company	Electric Service Apr/May 2014	632.49
Overdrive, Inc	FY2015 WILBOR Downloadable Subscription	450.00
Principal Life Ins Co	Insurance Premium July 2014	288.16
Recorded Books LLC	CD's	35.99
Recorded Books LLC	CD's	36.00
Recorded Books LLC	CD's	-35.09
Storm Lake Ace Hardware Inc	Key & Supplies	9.16
Trimark Physicians Group	Exam for Miller	148.00

Library	Department Total =	7,459.48
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Agencies

Witter Gallery Inc	1st Qtr Agreement FY2015	3,250.00
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Agencies	Department Total =	3,250.00
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Parks Department

Bolton & Menk, Inc	Sunset Park Eng Svcs through 6/5/2014	1,510.00
Bomgaars Supply, Inc	Batteries for Parks	13.98
Bomgaars Supply, Inc	Pump & Hose	359.99
Central Iowa Distributing, Inc	Cleaning Supplies	970.10
City of Storm Lake	Health Ins Allocations Jul2014	1,893.13
CNH Capital LLC	Supplies	39.39
Evertex Inc	Cell Phone Service July 2014	13.85
Fastenal Company	Supplies	20.16
Fastenal Company	Cable Tie	4.04
Graham Tire	Tire Repairs to Mower	20.00
Koenig Jeff	Spot A Pot Delivery & Rental	168.00
Koenig Jeff	Spot A Pot Delivery & Rental	222.00
MidAmerican Energy Company	Electric Service Apr/May 2014	420.47
Principal Life Ins Co	Insurance Premium July 2014	183.82
Reinert Michael P	Pipe- Dock	268.95
Reinert Michael P	Pipe	156.76
Stanton Electric, Inc	Meter Sockets- EM PK Tennis Court	749.92
Storm Lake Hydraulics Co Inc	Hose End/Adapter	11.75
Storm Lake Times The	Reissue Check #45689- Lost Check	148.45

Parks Department	Department Total =	7,174.76
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Golf Course

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

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Bomgaars Supply, Inc	Sprinkler Supplies	3.18
City of Storm Lake	Health Ins Allocations Jul2014	542.28
City of Storm Lake	Starter Repairs #2000	11.00
City of Storm Lake	Oil & Tire Repairs #205	84.32
Hultgren Implement, Inc	Starter for JD Gator	337.82
Mickelson Tire Inc	Mower Tire	99.95
MidAmerican Energy Company	Electric Service Apr/May 2014	277.87
Principal Life Ins Co	Insurance Premium July 2014	40.73
R & R Products, Inc	Brass Head	63.53
Storm Lake Honda	Labor on 4-Wheeler	45.00
Storm Lake Times The	Reissue Check #45689- Lost Check	89.06

Golf Course	Department Total =	1,594.74
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Campgrounds

Arctic Glacier U.S.A., Inc.	Ice	96.76
Central Iowa Distributing, Inc	Cleaning Supplies	170.00
City of Storm Lake	Fabricated Push Bar on Front Unit C-1	32.63
City of Storm Lake	Health Ins Allocations Jul2014	180.76
Iowa Division of Labor	Campground Boiler Inspection	95.00
MidAmerican Energy Company	Electric Service Apr/May 2014	1,284.84
Principal Life Ins Co	Insurance Premium July 2014	13.58
Reinert Michael P	Supplies for Mower	15.80
Storm Lake Ace Hardware Inc	Pickup Tool	19.99
Storm Lake Ace Hardware Inc	Supplies	7.98
Wal Mart #01-1526	Supplies	26.25

Campgrounds	Department Total =	1,943.59
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UNAVAILABLE

King's Pointe Resort	June 2014 Housekeeping Cleaning Exp	1,440.00
King's Pointe Resort	June 2014 Maintenance Exp	160.00
King's Pointe Resort	June 2014 Landscaping	1,639.70
King's Pointe Resort	June 2014 Cottage Pest Control	70.00
King's Pointe Resort	June 2014 Waterpark Add on Packages (25)	1,338.76
King's Pointe Resort	June 2014 Hotel Supplies	480.00
King's Pointe Resort	June 2014 Propane for Cottage Grills	37.98
Kinseth Hospitality Corporation	June 2014 Managment Fee	847.00
MidAmerican Energy Company	Electric Service Apr/May 2014	691.84

UNAVAILABLE	Department Total =	6,705.28
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UNAVAILABLE

Bolton & Menk, Inc	Professional Svcs through 6/5/2014	210.00
Keller Ken	Toilet Repairs- No Tax	666.48

UNAVAILABLE	Department Total =	876.48
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Shelter House

Brown Richard	Cash Refund for Shelter House Needs to be Mailed	50.00
MidAmerican Energy Company	Electric Service Apr/May 2014	172.38

Shelter House	Department Total =	222.38
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UNAVAILABLE

Bomgaars Supply, Inc	Supplies	8.69
CNH Capital LLC	Supplies for King's Pointe Dock	73.50
Crescent Electric Supply Co	KP Sprinkler System Supplies	25.49
Storm Lake Times The	Reissue Check #45689- Lost Check	45.20
Storm Lake Times The	Publications	20.40
Storm Lake Times The	Publications	21.20

UNAVAILABLE

Department Total = 194.48

Enrich Iowa

Overdrive, Inc	FY2015 WILBOR Downloadable Subscription	804.00
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Enrich Iowa

Department Total = 804.00

Dohrman Trust

Century Business Products,Inc	Copier Maintenance Agreement- Partial	15.00
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Dohrman Trust

Department Total = 15.00

Economic Develop

Bolton & Menk, Inc	RISE Project Application Work	2,569.00
City of Storm Lake	Health Ins Allocations Jul2014	925.44
Evertex Inc	Cell Phone Service July 2014	18.39
Media USA Inc	Infotouch Advertising	1,250.00
Principal Life Ins Co	Insurance Premium July 2014	60.24
Storm Lake Times The	Reissue Check #45689- Lost Check	24.40
Storm Lake Times The	Reissue Check #45689- Lost Check	17.20

Economic Develop

Department Total = 4,864.67

Storm Lake Sub-Division #5

Bolton & Menk, Inc	Land Dev Design & Survey through 6/5/2014	4,218.00
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Storm Lake Sub-Division #5

Department Total = 4,218.00

Dredging

City of Storm Lake	Health Ins Allocations Jul2014	138.95
Lake Improvement Commission	4th Quarter Hotel/Motel Tax Share	7,349.48
Principal Life Ins Co	Insurance Premium July 2014	8.39

Dredging

Department Total = 7,496.82

Convention/Visitor's Bureau

Storm Lake United	4th Quarter Hotel/Motel Tax Share	22,048.45
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Convention/Visitor's Bureau

Department Total = 22,048.45

Mayor, Council, Manager

City of Storm Lake	Health Ins Allocations Jul2014	22.07
Principal Life Ins Co	Insurance Premium July 2014	48.10

City of Storm Lake
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Mayor, Council, Manager

Department Total = 70.17

Policy & Administration

City of Storm Lake	Health Ins Allocations Jul2014	1,370.18
Principal Life Ins Co	Insurance Premium July 2014	105.55

Policy & Administration

Department Total = 1,475.73

City Hall Building

Evertex Inc	Cell Phone Service July 2014	14.03
MidAmerican Energy Company	Electric Service Apr/May 2014	424.98
Schumacher Elevator Company	Elevator Maintenance	182.55
Steve's Window Svc	Window Cleaning Service	34.00
Wiese Plumbing & Heating	City Hall Faucet Replacement	81.72

City Hall Building

Department Total = 737.28

Other Policy & Administration

CivicPlus	Annual Fee for Hosting & Support FY2015	729.33
Color-ize Inc	Leadership Brochures	157.75
Custodian of Petty Cash	P & A Postage	0.89
Genesis Development	Shredding	18.63
Genesys Conferencing	Conference Calls	11.07
Iowa City/County Mgmt Assoc	IaCMA Membership FY2015- Yarosevich	83.33
Iowa City/County Mgmt Assoc	IaCMA Membership FY2015- Patrick	83.33
Iowa League of Cities	City of Storm Lake Membership Dues FY2015	1,211.67
Iowa Office Supply Inc	Copier Maintenance	20.82
MidTown/Pronto	Liquor License Refund	37.50
NW IA League of Cities	NW IA League of Cities Meeting 5/15/2014	54.00
NW Iowa Planning & Development Commission	FY 2015 Membership Dues	1,192.50
Purchase Power	Postage June 17, 2014	196.03
Qualified Presort Service, LLC	Print Newsletter	200.94
Storm Lake Times The	Publications	8.40
Storm Lake Times The	Publications	79.20
Storm Lake Times The	Publications	29.29
Storm Lake Times The	Publications	4.60
Storm Lake Times The	Publications	41.40
Storm Lake Times The	Publications	52.80
Storm Lake Times The	Publications	51.62
Storm Lake Times The	Publications	25.60
Storm Lake Times The	Reissue Check #45689- Lost Check	212.63
Storm Lake Times The	Reissue Check #45689- Lost Check	324.00

Other Policy & Administration

Department Total = 4,827.33

Water Administration

City of Storm Lake	Health Ins Allocations Jul2014	2,882.28
CivicPlus	Annual Fee for Hosting & Support FY2015	729.33
Custodian of Petty Cash	NSF Fee #11085-001	3.00
Custodian of Petty Cash	NSF Fee #10907-000	3.00
Evertex Inc	Cell Phone Service July 2014	13.85
Iowa City/County Mgmt Assoc	IaCMA Membership FY2015- Yarosevich	83.33
Iowa City/County Mgmt Assoc	IaCMA Membership FY2015- Patrick	83.33
Iowa League of Cities	City of Storm Lake Membership Dues FY2015	1,211.67

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Iowa Office Supply Inc	Copier Maintenance	20.82
NW Iowa Planning & Development Commission	FY 2015 Membership Dues	1,192.50
Principal Life Ins Co	Insurance Premium July 2014	222.27
Purchase Power	Postage June 17, 2014	7.67
Qualified Presort Service, LLC	Drinking Water Quality Report	2,078.44
Qualified Presort Service, LLC	ACH Statements	94.49
Qualified Presort Service, LLC	Monthly Statements	391.12
Qualified Presort Service, LLC	Past Due Notices	64.37
Wiese Plumbing & Heating	City Hall Faucet Replacement	81.71

Water Administration

Department Total = 9,163.18

Water Plant

Air Power of Nebraska, Inc	Air Dryer	4,300.00
Blue Tarp Financial	Hose & Hose Reel	378.99
Bomgaars Supply, Inc	Helmet	119.99
Bomgaars Supply, Inc	Supplies	9.50
Bomgaars Supply, Inc	Hose Nozzles	17.97
Bomgaars Supply, Inc	Silicone	25.74
Bomgaars Supply, Inc	Fluoride Piping	5.88
Chem-Sult Inc	Sodium Chlorite	3,071.64
Chem-Sult Inc	Sodium Chlorite Freight	125.00
City of Storm Lake	Health Ins Allocations Jul2014	4,550.04
Crescent Electric Supply Co	Press Control	73.46
Crescent Electric Supply Co	Fluoride Piping Clamps	5.54
Diehl Donald P	2014 Lease Payemnt, Parcel 2,3, and 4	625.00
Diehl Donald P	2014 Seeding	380.00
Diehl Golda	2014 Lease Payment	1,000.00
Evertex Inc	Cell Phone Service July 2014	99.35
Fastenal Company	Cutting Wheels, Degreaser	262.46
Fastenal Company	Slaker O-Rings	1.66
Fastenal Company	Slaker Washers	1.18
Fastenal Company	Slaker Repairs	166.96
Ferguson Enterprises Inc	Air Line Supplies	48.98
Hach Chemical Company	Lab Supplies	61.45
Hach Chemical Company	Lab Supplies	1,289.40
Hach Chemical Company	Lab Supplies	353.37
Hach Chemical Company	Chlorine Meter Tubing Kit	150.10
Hach Chemical Company	Chlorine Analyzer Chemicals	645.00
Hach Chemical Company	Lab Supplies	1,511.13
Hach Chemical Company	Water Analysis Training	825.00
Hach Chemical Company	Lab Supplies	61.45
Hach Chemical Company	Lab Supplies	1,289.40
Hach Chemical Company	Lab Supplies	353.37
Hach Chemical Company	Lab Supplies	1,076.10
Hach Chemical Company	Lab Supplies	141.00
Hach Chemical Company	Lab Supplies	1,511.13
Hach Chemical Company	WIMS Users	452.00
Hach Chemical Company	WIMS Users Licenses	532.00
Hach Chemical Company	WIMS Users	532.00
Hach Chemical Company	WIMS Users	532.00
Hach Chemical Company	WIMS Users	532.00
Hach Chemical Company	Software Credit Invoice	-6,384.00
Hach Chemical Company	Chlorine Meter Tubing Kit	150.10
Hach Chemical Company	Water Analysis Training	825.00
Hach Chemical Company	Chlorine Analyzer Chemicals	645.00
Hawkins, Inc	Fluoride	1,208.26
Hawkins, Inc	Fluoride Freight	43.50

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Hickman, Williams & Company	Lime	4,387.70
Hickman, Williams & Company	Lime Freight	261.91
Hickman, Williams & Company	Lime Freight	274.98
Hickman, Williams & Company	Lime	4,606.64
Hickman, Williams & Company	Salt	4,429.80
Iowa Association of Municipal Utilities	CCR Workshop- Allen & Sutton	80.00
Iowa Dept of Natural Resources	Annual Water Supply Fee FY2015	1,273.40
Iowa Office Supply Inc	Copier Maintenance	16.65
MidAmerican Energy Company	Electric Service Apr/May 2014	12,010.42
Mike's Electronics Inc	SCADA Service Call	65.00
Mike's Electronics Inc	Filter Console I/O Card	1,597.35
Mike's Electronics Inc	MIOX Cable	294.31
Nasers Mitchell	Lime Hauling	1,400.00
O'Reilly Auto Parts	Belt- Dehumidifier	8.63
PraxAir inc	Carbon Dioxide	696.32
Principal Life Ins Co	Insurance Premium July 2014	409.70
Sears	Truck Took Kits	474.94
Sears	Truck Took Kits Discount	-40.00
Sears	Lab Fridge	549.99
Stanley Mark	Steel Labor	36.75
Stanley Mark	Grit Cart Steel Boxes	1,200.00
Storm Lake Ace Hardware Inc	Soap	7.98
Storm Lake Ace Hardware Inc	Slaker Bolts	8.50
Storm Lake Times The	Publications	41.80
Storm Lake Times The	Publications	32.00
United States Plastic Corp	Fluoride Piping	1,060.20
Veenstra & Kimm, Inc	Well #20 Des Services 5/18 to 6/14/2014	2,133.94
Veenstra & Kimm, Inc	Well #20 Printing Plans & Specs	425.65
Vessco Inc	Slaker Parts	102.93
Wal Mart #01-1526	Supplies	18.72

Water Plant	Department Total =	61,471.31
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Water Distribution

Brown Supply Company	Water Supplies	166.84
City of Storm Lake	Health Ins Allocations Jul2014	1,574.33
City of Storm Lake	Serviced Engine #137	66.62
Evertex Inc	Cell Phone Service July 2014	370.69
I&S Group, Inc.	Relocate Pins	220.00
L & G Products, Inc	Double Payment Credit Inv#0058804	-551.40
MidAmerican Energy Company	Electric Service Apr/May 2014	79.81
PowerPlan	Swing Arm Replacement	16,261.13
PowerPlan	Hauling to Fort Dodge for Repairs	325.00
Principal Life Ins Co	Insurance Premium July 2014	191.74
ProBuild	Window Framing Supplies	64.96
Storm Lake Times The	Publications	54.00
Storm Lake Times The	Publications	27.00
Storm Lake Times The	Publications	27.00
Storm Lake Times The	Publications	54.00
Storm Lake Times The	Publications	27.00
Underground Location Company	Locates	81.95
Wick Buildings LLC	Change Order- Distribution Building	13,687.00
Wick Buildings LLC	Completion Payment- Distribution Building	19,116.00
Wick Buildings LLC	Delivery Payment- Distribution Building	26,762.00
Wick Buildings LLC	Truss Payment- Distribution Building	19,116.00
Zone Home Entertainment LLP	Car Charger	39.98

Water Distribution	Department Total =	97,761.65
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Water Meters

City of Storm Lake	Health Ins Allocations Jul2014	1,901.25
Evertex Inc	Cell Phone Service July 2014	19.99
Fastenal Company	Safety Gear	200.16
Municipal Supply, Inc.	Water Meter Supplies	7,754.00
Principal Life Ins Co	Insurance Premium July 2014	92.01
Sensus Metering Systems Inc.	Autoread Service Agreement 8/11/14 to 8/11/15	785.17
Storm Lake Times The	Additional Charge from May 2014 Statement	60.75

Water Meters

Department Total = 10,813.33

Wastewater Administration

City of Storm Lake	Health Ins Allocations Jul2014	2,873.10
CivicPlus	Annual Fee for Hosting & Support FY2015	729.33
Evertex Inc	Cell Phone Service July 2014	13.84
Genesys Conferencing	Conference Calls	39.17
Iowa City/County Mgmt Assoc	IaCMA Membership FY2015- Yarosevich	83.34
Iowa City/County Mgmt Assoc	IaCMA Membership FY2015- Patrick	83.34
Iowa League of Cities	City of Storm Lake Membership Dues FY2015	1,211.66
Iowa Office Supply Inc	Copier Maintenance	20.81
NW Iowa Planning & Development Commission	FY 2015 Membership Dues	1,192.50
Principal Life Ins Co	Insurance Premium July 2014	221.01
Purchase Power	Postage June 17, 2014	7.67
Qualified Presort Service, LLC	ACH Statements	94.48
Qualified Presort Service, LLC	Past Due Notices	64.38
Qualified Presort Service, LLC	Monthly Statements	391.12
Sensus Metering Systems Inc.	Autoread Service Agreement 8/11/14 to 8/11/15	785.17
Wiese Plumbing & Heating	City Hall Faucet Replacement	81.72

Wastewater Administration

Department Total = 7,892.64

Wastewater Treatment Plant

Bomgaars Supply, Inc	Basin Clean Out Supplies	33.56
Bomgaars Supply, Inc	Basin Clean Out Supplies	96.48
Bomgaars Supply, Inc	Basin Clean Out Supplies	213.57
Bomgaars Supply, Inc	Drill, Saw, & Grinder for Shop	466.99
Bomgaars Supply, Inc	Tire Plug Kit	5.49
Bomgaars Supply, Inc	Shop Supplies	54.85
Bomgaars Supply, Inc	Battery #59	116.34
Century Link	Phone Service June 2014	184.36
City of Storm Lake	Health Ins Allocations Jul2014	4,534.16
Evertex Inc	Cell Phone Service July 2014	137.98
Foundation Analytical Laboratory Inc	Testing	528.00
Grainger Inc W.W.	DI Water Pump Lab	236.03
Grainger Inc W.W.	Hipboots	343.95
Hach Chemical Company	WIMS Users	532.00
Hach Chemical Company	Lab Supplies	141.00
Hach Chemical Company	WIMS Users	532.00
Hach Chemical Company	WIMS Users	452.00
Hach Chemical Company	WIMS Users Licenses	532.00
Hach Chemical Company	Software Credit Invoice	-6,384.00
Hach Chemical Company	WIMS Users	532.00
Hach Chemical Company	Lab Supplies	1,076.10
Iowa Office Supply Inc	Copier Maintenance	8.72
Jacobsen Ronald	Interview Reimbursement 6/23/2014	1,113.95

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King's Pointe Resort	Interview Exp Reimbursement 6/21 tp 6/22/2014- Ran	484.04
King's Pointe Resort	Interview Exp Reimbursement 6/21 tp 6/22/2014- Dea	512.90
Kleespies Sean	WW Testing- Spencer- Kleespies	74.80
Kovack & Assoc Inc	Interview Expense Reimbursement 4/25/2014	1,094.46
Lou's Gloves, Inc	Supplies	86.00
MidAmerican Energy Company	Electric Service Apr/May 2014	6,166.48
NCL of Wisconsin Inc	Lab Supplies	817.13
Principal Life Ins Co	Insurance Premium July 2014	344.67
Storm Lake Ace Hardware Inc	Supplies	20.97
Storm Lake Ace Hardware Inc	Supplies	53.42
Vander Woude Troy	WW Testing- Spencer- Vander Woude Reimbursement	30.00
Wal Mart #01-1526	Supplies	37.94

Wastewater Treatment Plant

Department Total = 15,210.34

Wastewater Collection

City of Storm Lake	Health Ins Allocations Jul2014	1,910.52
L & G Products, Inc	Straw Wattles- Prevent Sludge from Running	643.30
Principal Life Ins Co	Insurance Premium July 2014	192.58
Rehab Systems Inc.	Clean Pump Pit & Drying Pad Intake	1,500.00
Rehab Systems Inc.	Cleaning of East Basin	11,375.00
Rent-All	Skidloader- Rental	470.00
Tyson Fresh Meats, Inc	6/9 to 6/23/2014 Press Rental & Labor Part of Contrac	15,022.50
Underground Location Company	Locates	81.95
Veenstra & Kimm, Inc	WWTP Disinfection Const Svc 5/18/14 to 6/14/2014	3,552.00
Veenstra & Kimm, Inc	Constr Admin 5/18 to 6/17/2014	4,904.11
Veenstra & Kimm, Inc	Constr Admin 5/18 to 6/17/2014	653.88
Veenstra & Kimm, Inc	Constr Admin 5/18 to 6/17/2014	980.82
Veenstra & Kimm, Inc	Const Observation 5/18 to 6/17/2014	2,498.99
Veenstra & Kimm, Inc	Const Observation 5/18 to 6/17/2014	1,666.00
Veenstra & Kimm, Inc	Const Observation 5/18 to 6/17/2014	12,494.96
Veenstra & Kimm, Inc	WWTP Solids Handling- Constr Svc 5/18 to 6/14/2014	592.85

Wastewater Collection

Department Total = 58,539.46

Landfill

City of Storm Lake	Health Ins Allocations Jul2014	449.36
CivicPlus	Annual Fee for Hosting & Support FY2015	729.33
Iowa Office Supply Inc	Copier Maintenance	20.81
NW Iowa Planning & Development Commission	FY 2015 Membership Dues	1,192.50
Principal Life Ins Co	Insurance Premium July 2014	19.95
Purchase Power	Postage June 17, 2014	3.83
Qualified Presort Service, LLC	Past Due Notices	64.38
Qualified Presort Service, LLC	Monthly Statements	391.12
Qualified Presort Service, LLC	ACH Statements	94.48

Landfill

Department Total = 2,965.76

Storm Water Administration

City of Storm Lake	Health Ins Allocations Jul2014	721.85
CivicPlus	Annual Fee for Hosting & Support FY2015	729.33
Iowa Office Supply Inc	Copier Maintenance	20.81
Principal Life Ins Co	Insurance Premium July 2014	29.55
Qualified Presort Service, LLC	ACH Statements	94.48
Qualified Presort Service, LLC	Monthly Statements	391.12
Qualified Presort Service, LLC	Past Due Notices	64.38

Storm Water Administration

Department Total = 2,051.52

Storm Water Collection

Bolton & Menk, Inc	Engineering Services- NC SW through 6/5/2014	15,748.00
Bolton & Menk, Inc	Engineering Services- CDBG SW through 6/5/2014	473.00
City of Storm Lake	Health Ins Allocations Jul2014	450.77
Conservation Design Forum	Professional Services 5/1/2014 to 6/6/2014	7,500.00
Emmons & Olivier Resources Inc	Design Services 5/1/2014 to 5/31/2014 Expansion	25,026.42
Joyce's Greenery	Rain Garden Plantings & Labor	1,220.00
L & G Products, Inc	Straw Mats	434.30
L & G Products, Inc	Straw Wattles	643.30
Lundell Construction Co. Inc.	Haahr Storm Sewer- May 2014	11,789.35
Lundell Construction Co. Inc.	Pay Estimate #7 through 6/27/2014	63,920.56
Principal Life Ins Co	Insurance Premium July 2014	21.94

Storm Water Collection

Department Total = 127,227.64

Street Cleaning

Bomgaars Supply, Inc	Supplies for Sweeper	305.24
Buena Vista Regional Medical Center	Physical Street Sweeper- Kessler	30.00
City of Storm Lake	Health Ins Allocations Jul2014	450.21
Old Dominion Brush Co	Shipping Charge for Brooms	80.39

Street Cleaning

Department Total = 865.84

Insurance

Group Resources	July 2014 Insurance Premium	16,716.90
Three Rivers Benefit Corporation	6/20/2014 Claims	50,000.00
Three Rivers Benefit Corporation	6/13/2014 Flex Claims	276.41
Three Rivers Benefit Corporation	Flex Claims 7/1/2014	913.76

Insurance

Department Total = 67,907.07

Vehicle Maintenance

Fastenal Company	Supplies	13.62
Reinert Michael P	Shop Supplies	12.00
Reinert Michael P	Tube Supplies	6.50
Reinert Michael P	Tube Cutting	33.40
Reinert Michael P	Shop Pipe	58.80
Reinert Michael P	Steel	10.00

Vehicle Maintenance

Department Total = 134.32

Technology

Innovative Maintenance System	Support Plan	143.20
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Technology

Department Total = 143.20

Grand Total = 916,830.18

King's Pointe Resort
Disbursements 6/11/2014 through 7/01/2014

Vendor Name	Description	Amount
ACCO (2)	supplies	7,284.96
Ace Hardware (5)	supplies	2,092.46
Ace Refrigeration Eng.	supplies	88.50
Al's Liquor	beverages	399.79
Ameripride Services	supplies	1,705.43
ASSA Abloy/Vingcard Elsafe	supplies	3,572.94
Booking.com	commission	147.45
Brian Oakleaf	reimbursement	416.00
Budget Lighting, Inc.	supplies	297.90
Buena Vista Stationery (2)	supplies	275.97
Burke Engineering Sales Co.	supplies	256.00
Capital Sanitary Supply Co. (2)	supplies	2,201.86
Citadel Communications Co - KCAU (2)	advertising	1,696.00
City of Storm Lake	water	3,421.35
Colorize (4)	supplies	6,590.82
Comm 1st Broadcasting - KKIA/KAYL	advertising	730.00
Commlog	supplies	45.32
Community First Broadcst-KUYY	advertising	140.00
Convergence LLC	supplies	75.00
Copper Cottage	repairs	12,568.68
Daniels Filter Service	supplies	778.44
Dippin' Dots Inc.	food	1,059.08
Dohrn Transfer Company	supplies	297.45
Doll Distributing	beverages	910.73
Ecolab Food Safety Solutions	supplies	305.48
Ed M. Feld Equipment Co. Inc.	supplies	978.62
Expedia Inc.	commission	213.84
Fairway Outdoor Funding, LLC	billboard advertising	810.00
Ferguson Enterprises, Inc. (2)	supplies	4,024.10
First National Bank (2)	credit card payments	2,464.27
G & R Controls Inc. (2)	repairs	2,569.35
Ganz USA LLC	supplies	456.15
Glazer's Distributors	beverages	37.20
Graffix Inc DBA Wall of Fame	uniforms	1,160.05
Guest Refunds/Advance Deposits	refunds	257.87
Hamco Walker Paper Company	supplies	65.00
Hard Tops of Iowa	repairs	2,160.00
Hobart Sales & Service	supplies	340.13
Hospitality Management Systems	supplies	454.99
Hy-Vee Food Stores (3)	food	521.47
Iowa Office Supply, Inc.	supplies	1,823.44
J Dan Skinner.com, Inc.	tech support	25.00
Jayne Riedell (2)	reimbursement	1,140.22
Johnson Brothers/Iowa Wine & Bev	beverages	673.30
Kineth Hotel Corporation (2)	payroll	119,980.59
Knology Inc DBA WOW Cable	cable, phone	2,773.90
Lake Electric Supply	supplies	507.17
Lakeshore Canvas & Leather	supplies	300.00
McCrea Enterprises/Vista Paint (2)	supplies	248.31
Micros Systems	supplies	210.00
Mid-America Sales, Inc.	supplies	979.81
MidAmerican Energy Company (2)	utilities	12,751.20
Midwest Meetings	supplies	600.00
Misc. POA Disbursements	misc. disbursements	140.00
Olsen Welding & Machine Shop	supplies	75.00

Pepsi-Cola Bottling Co (3)	beverages	8,296.46
Pilot Tribune	advertising	2,281.38
Pitney Bowes Global Financial	postage	151.98
Plasticard Locktech Intl.	supplies	901.70
Probuild Company LLC (2)	supplies	256.50
Ray Martin Company	repairs	8,859.31
Rebnord Technologies Inc (2)	tech support	2,478.23
Reel Time Rentals LLC	rentals	808.93
Rent-All Inc. (3)	supplies	2,414.75
Revel Match DBA Rave Sports	supplies	1,830.48
Roto-Rooter	service	267.80
Sceptre Hospitality Resources (2)	supplies	4,450.13
Schumacher Elevator Co. (2)	elevator service	2,378.45
Seminole Retail Energy Serv.	utilities	14,217.12
Shoes for Crews	supplies	239.84
Smith Concrete Service	supplies	786.00
Star Promotions	supplies	6,564.80
Sysco Guest Supply LLC (3)	supplies	8,306.87
The Icee Company	supplies	762.21
The Storm Lake Times (2)	advertising	3,052.33
Thermo-Serv, LTD	supplies	3,334.51
Townsquare Media Sioux Falls	advertising	1,386.00
Treasurer State of Iowa (2)	sales tax	19,450.00
Ty Inc.	supplies	285.36
UPS (2)	shipping	169.22
US Foods (3)	food	38,550.44
Vizergy	supplies	4,120.00
Water Safety Products Inc.	supplies	4,102.50
Whitney Dickinson	reimbursement	182.18
Young Broadcasting/KELO TV	advertising	590.00
Totals		347,574.07

Sunrise Pointe Golf Course
Disbursements 6/11/2014 through 7/1/2014

Alliant Energy	utilities	59.57
Al's Liquor	beverages	13.08
Colorize	supplies	484.65
Doll Distributing LLC (2)	beverages	312.20
Hy-Vee	food	2.78
Janitor's Closet (2)	supplies	258.25
Johnson Brothers/Iowa Wine & Bev (2)	beverages	277.80
Julius Cleaners	mat cleaning	3.80
Kineth Hotel Corporation	payroll	2,983.83
Knology Inc DBA WOW Cable	cable, phone	95.37
La Rue Distributing, Inc.	supplies	35.00
MidAmerican Energy Company	utilities	1,221.84
Pepsi-Cola Bottling Co	beverages	301.19
Star Promotions	supplies	837.92
US Foods	food	288.68
Totals		7,175.96

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, JUNE 16, 2014, 5:00 P.M.

Present: Mayor Jon Kruse, Council Members Dan Anderson, Sara Huddleston, Mike Porsch, Bruce Engelmann and David Walker. Staff present: City Manager Jim Patrick, City Attorney Phil Havens, Public Safety Director Mark Prosser, Building Official Scott Olesen, Fire Chief Mike Jones, Project Manager/Community Development Director Mike Wilson, Library Director Elizabeth Huff, Todd Allen Water Plant Superintendent, Jennifer Movall Finance Department Manager, Planning Coordinator Emily Haselhoff 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 Walker to approve the consent agenda which included checks #56077 through #46211, minutes from the June 2, 2014 council meeting, liquor license renewal for LaJuanita, Pizza Hut, and Hy-Vee, native wine permit for Kristi's Kandies & Heirlooms, cigarette permit for Sichanh Inc, Dollar General and Brewsters, noise variance for United Methodist Church on Sunday, August 24, 2014 at Chautauqua Park Shelter House between the hours of 8:00am and 12:00pm, and noise variance for Relay for Life at the Storm Lake High School Football Stadium Friday, June 27, 2014 between the hours of 5:30pm and 12:00am. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Wood, Wine & Blues Event – Moved by Council Member Anderson to adopt Resolution No. 95-R-2013-2014 approving the requests from Storm Lake United for the 2014 Wood, Wine & Blues Event. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

RESOLUTION NO. 95-R-2013-2014

A RESOLUTION APPROVING THE REQUESTS FROM STORM LAKE UNITED FOR THE 2014 WOOD, WINE & BLUES EVENT

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

To approve the use of Sunrise Park on Friday, August 15, 2014 between the hours of 9:00am until 9:00pm, Saturday, August 16, 2014 between the hours of 10:00am until 7:00pm, and Sunday, August 17, 2014 between the hours of 9:00am until 5:00pm in.

To further approve the use of the Sunrise Park Shelter on Friday, August 15th from noon – 8:00pm, Saturday, August 16th from 10:00am to 7:00pm, and Sunday August 17th from 8:00am to 5:00pm.

To further approve the use of the Awaysis Park (Great Lawn) on Saturday, August 16th from 11:00am until 12:00am (midnight).

To further approve noise variances in Sunrise Park & Awaysis Park on Friday, August 15, 2014 between the hours of 12:00pm until 9:00pm; Saturday, August 16, 2014 between the hours of 8:00am until 12:00am; and Sunday, August 17, 2014 between the hours of 10:00am until 5:00pm.

To further approve closing the west Awaysis Park parking lot for support and band vehicles on August 16, 2014 between the hours of 12:00pm (noon) and 12:00am (midnight).

To further give permission for competitive wood carving during the event and permission for the carvers to display and sell wood carved products within the venue and for Storm Lake United to conduct a silent auction on carved wood products.

To further give permission for craft sales, food & drink sales within the venue.

To further give permission to use the Park's Department stage in Awaysis Park on the Great Lawn for the Saturday evening concert and access to electrical hookups.

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

PASSED AND APPROVED this 16th day of June, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

BVU Student Move In/Out – Moved by Council Member Engelmann to approve a no parking zone variance on the east side of Grand Avenue from the J. Leslie Rollins Stadium north to Iowa Street, on the north side of West 4th Street from Grand to Early, and on the south side of West 4th Street from Grand to College Street for the 2014/15 academic year student move in and move out dates. Also to approve the closure of Grand Avenue from J. Leslie Rollins Stadium north to Iowa Street and Fourth Street from College Street to Early Street on the following dates: August 22, 2014 from 7:00am until 5:00pm; August 24, 2014 from 8:00am until 5:00pm; and May 21, 2015 from 7:00am until 7:00pm. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Walker abstaining. Motion carried.

Transit Agreements – Moved by Council Member Porsch to approve taxi agreements with Storm Lake Taxi and RIDES for discount coupons. Seconded by Council Member

Walker. Vote: All ayes. Motion carried.

10th Street Reconstruction – Moved by Council Member Huddleston to adopt Resolution No. 96-R-2013-2014 approving an agreement with the Iowa Department of Transportation for the 10th Street Pavement Rehabilitation, from Seneca to Russell. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

RESOLUTION NO. 96-R-2013-2014

RESOLUTION AUTHORIZING THE EXECUTION OF IOWA DEPARTMENT OF TRANSPORTATION AGREEMENT FOR FEDERAL AID SURFACE TRANSPORTATION PROGRAM PROJECT AGREEMENT NO. 03-14-STPU-010

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

Authorize the execution of an agreement with the Iowa Department of Transportation for the 10th Street Pavement Rehabilitation, from Seneca to Russell. Iowa DOT Agreement No. 03-14-STPU-010.

PASSED AND APPROVED this 16th day of June 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Storm Lake 3rd Addition Urban Renewal Plan – Moved by Council Member Walker to adopt Resolution No. 97-R-2013-2014 determining necessity and setting dates of a consultation session for June 24, 2014 at 10:00am and a public hearing for July 21, 2014 at 5:00pm on the proposed Storm Lake 3rd Addition Urban Renewal Plan. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

RESOLUTION NO. 97-R-2013-2014

RESOLUTION DETERMINING THE NECESSITY AND SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED STORM LAKE 3RD ADDITION URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY OF STORM LAKE, STATE OF IOWA

WHEREAS, it is hereby found and determined that one or more economic development areas, as defined in Chapter 403, Code of Iowa, exist within the City and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the City; and

WHEREAS, this Council has reasonable cause to believe that the area described below satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and has caused there to be prepared a proposed Storm Lake 3rd Addition Urban Renewal Plan ("Plan") for the Storm Lake 3rd Addition Urban Renewal Area (the "Urban Renewal Area" or "Area"), which proposed Plan is attached hereto as Exhibit 1; and

WHEREAS, this proposed Urban Renewal Area includes and consists of:

STORM LAKE 3RD ADDITION URBAN RENEWAL AREA:

A part of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 00°20' East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 89°58' East a distance of 150.00 Feet; thence South 00°20' West a distance of 400.00 Feet to the South line of said NE $\frac{1}{4}$ and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South 89°58' West along the South line of said Northeast Quarter (NE $\frac{1}{4}$) a distance of 150.00 Feet to the place of beginning.

A part of the East Half (E $\frac{1}{2}$) Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Commencing at the Southeast Corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE $\frac{1}{4}$ a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE $\frac{1}{4}$ and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second

Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE ¼ a distance of 1,126.20 Feet to the point of beginning.

and

Lot Eight (8), Block One (1) in Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa.

and

A strip of land 100 feet wide formerly called the Chicago, Milwaukee, St. Paul and Pacific Railroad Right-Of-Way with the center line being the North And South Quarter Section of the NE¼ SE¼ and NW¼ SE¼ of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M., Beginning at the Northeast (NE) Corner of Lot One (1), Block One (1), North Windsor Addition; thence one-hundred (100) feet East to the Northwest Corner of Lot One (1), Block One (1) of Maywood Second Addition; thence South Twelve Hundred Eighty-seven and Ten Hundredths (1287.10) feet along the East right-of-way line of said Railroad to the Southwest Corner of Lot Eight (8), Block Three (3), Maywood First Addition; thence Southwesterly to the Southeast Corner of Lot Twenty-one (21), Block One (1) North Windsor Addition; thence Twelve Hundred Ninety-five and Twenty-eight Hundredths (1295.28) feet North along the West right-of-way line of said Railroad to the point of beginning, in the City of Storm Lake, Buena Vista County, Iowa

and

A section of the East 13th Street right of way including: a part of the East Half (E ½) Northeast Quarter (NE ¼) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence West along the South right of way line of East 13th Street to the point that it intersects with the East right of way line of North Seneca Street; thence North along the East right of way line of North Seneca Street to the point that it intersects with the North right of way line of East 13th Street; thence East along the North right of way line of East 13th Street to the point of beginning.

WHEREAS, the proposed Urban Renewal Area includes land classified as

agricultural land and written permission of the current owners will be obtained; and

WHEREAS, it is desirable that these areas be redeveloped as part of the overall redevelopment area covered by the Plan; and

WHEREAS, City staff has caused there to be prepared a form of Plan, a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to form the Storm Lake 3rd Addition Urban Renewal Area which is suitable for public improvements related to housing and residential development and to include a list of proposed projects to be undertaken within the Urban Renewal Area; and

WHEREAS, the Iowa statutes require the City Council to submit the proposed Storm Lake 3rd Addition Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole prior to Council approval of such Plan, and further provides that the Planning and Zoning Commission shall submit its written recommendations thereon to this Council within thirty (30) days of its receipt of such proposed Storm Lake 3rd Addition Urban Renewal Plan; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Storm Lake 3rd Addition Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Storm Lake 3rd Addition Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Plan and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Storm Lake 3rd Addition Urban Renewal Plan required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on the 24th day of June, 2014, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 10:00 o'clock A.M., and the Assistant City Administrator, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section

403.5(2).

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), along with a copy of this Resolution and the proposed Storm Lake 3rd Addition Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY
OF STORM LAKE, STATE OF IOWA AND ALL AFFECTED TAXING
ENTITIES CONCERNING THE PROPOSED STORM LAKE 3RD
ADDITION URBAN RENEWAL PLAN FOR THE CITY OF STORM
LAKE, STATE OF IOWA

The City of Storm Lake, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 10:00 o'clock A.M. on June 24, 2014, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa concerning a proposed Storm Lake 3rd Addition Urban Renewal Plan, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Assistant City Administrator, or his delegate, as the designated representative of the City of Storm Lake, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Storm Lake 3rd Addition Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Storm Lake, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this _____ day of _____, 2014.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

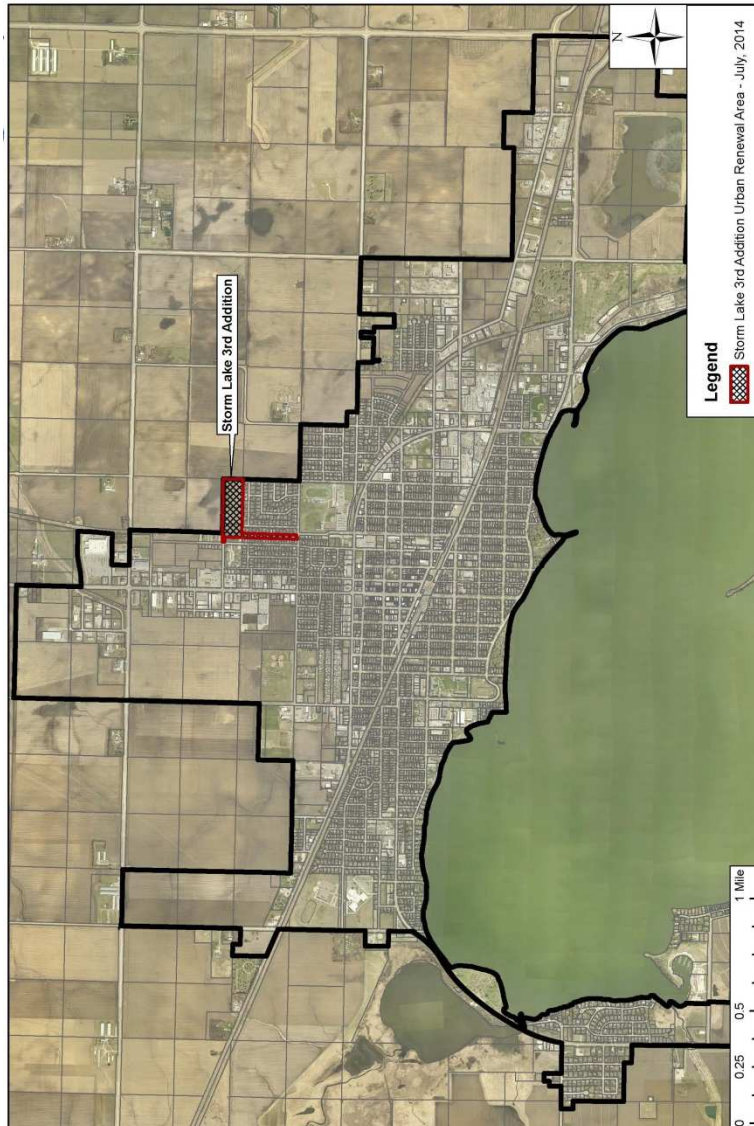
Section 3. That a public hearing shall be held on the proposed Storm Lake 3rd Addition Urban Renewal Plan before the City Council at its meeting which commences at 5:00 o'clock P.M. on July 21, 2014, in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Storm Lake Times, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER
APPROVAL OF A PROPOSED STORM LAKE 3RD
ADDITION URBAN RENEWAL PLAN FOR A
PROPOSED URBAN RENEWAL AREA IN THE CITY
OF STORM LAKE, STATE OF IOWA

The City Council of the City of Storm Lake, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:00 o'clock P.M. on July 21, 2014 in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, to consider adoption of a proposed Storm Lake 3rd Addition Urban Renewal Plan (the "Plan") concerning a proposed Urban Renewal Area in the City of Storm Lake, State of Iowa generally depicted in the following map:



which land is to be included as part of this proposed Urban Renewal Area.

A copy of the Plan is on file for public inspection in the office of the City Clerk, City Hall, City of Storm Lake, Iowa.

The City of Storm Lake, State of Iowa is the local public agency which, if such Plan is approved, shall undertake the urban renewal activities described in such Plan.

The general scope of the urban renewal activities under consideration in the Plan is to stimulate, through public involvement and commitment, private investment in residential development in the Urban Renewal Area through various public purpose and special financing activities outlined in the Plan. To accomplish the objectives of the Plan, and to encourage the further economic development of the Urban Renewal Area, the Plan provides that such special financing activities may include, but not be limited to, the construction of a new 24-lot residential subdivision. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, a storm water detention pond, walking trails, a park, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Plan provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of such urban renewal projects may be sought if and to the extent incurred by the City. The Plan initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Plan may be amended from time to time.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Storm Lake, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this _____ day of _____, 2014.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

Section 5. That the proposed Storm Lake 3rd Addition Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Storm Lake 3rd Addition Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Plan shall be placed on file in the office of the City Clerk.

Section 6. That the proposed Storm Lake 3rd Addition Urban Renewal Plan be submitted to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for the development of the City as a whole, with such recommendation to be submitted in writing to this Council within thirty (30) days of the date hereof.

PASSED AND APPROVED this 16th day of June, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Exhibit 1

STORM LAKE 3RD ADDITION URBAN RENEWAL PLAN

for the

STORM LAKE 3RD ADDITION URBAN RENEWAL AREA

STORM LAKE, IOWA

July, 2014

SIMMERING-CORY, INC.

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C. AGREEMENT TO INCLUDE AGRICULTURAL LAND

**Storm Lake 3rd Addition Urban Renewal Plan for the
Storm Lake 3rd Addition Urban Renewal Area
City of Storm Lake, Iowa**

A. INTRODUCTION

The Storm Lake 3rd Addition Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) has been developed to help local officials promote economic development in the City of Storm Lake. The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined in Iowa Code Section 403.17(12).

In order to achieve this objective, Storm Lake (the “City”) intends to undertake Urban Renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the Code of Iowa, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The Storm Lake 3rd Addition Urban Renewal Area (“Area” or “Urban Renewal Area”) is described in Exhibit “A” and illustrated in Exhibit “B”, “B-1”, and “B-2.”

The City reserves the right to modify the boundaries of the Area at some future date.

C. DISTRICT DESIGNATION

With the adoption of this Plan, the City of Storm Lake will designate this Urban Renewal Area as an economic development area that is appropriate for the provision of public improvements related to housing and residential development.

D. BASE VALUE

If the Storm Lake 3rd Addition Urban Renewal Area is legally established, a TIF ordinance is adopted, and debt is certified prior to December 1, 2014, the taxable valuation within the area covered by the TIF ordinance as of January 1, 2013 will be considered the “base valuation.” If the initial TIF ordinance is not adopted in 2014, and/or if debt is not certified in 2014, the frozen “base value” will be a different year.

E. DEVELOPMENT PLAN

Storm Lake has a general plan for the physical development of the City, as a whole, outlined in the Storm Lake Comprehensive Plan that was adopted by the City Council in February, 2013. A number of community-wide forums were held in 2012 as part of the

City's comprehensive planning process. In all of the meetings and discussions that occurred at the forums, a lack of housing opportunities emerged as the top issue in the community. The general consensus of those attending the forums included:

- Storm Lake has serious housing issues: a shortage of supply, high rents, and very little for-sale inventory.
- Due to the extreme housing shortage in Storm Lake, neighboring communities provide housing for Storm Lake's workforce.
- Several local industries wrote letters to the City documenting their difficulties in recruiting employees due to their lack of available housing opportunities in the community.

As noted in the City's adopted Comprehensive Plan, "The availability of housing continues to be a concern for the community. Occupancy rates continue to be high."

The goals, objectives, and projects proposed in this Urban Renewal Plan are consistent with the general plan for the municipality as a whole, which is the Storm Lake Comprehensive Plan.

The Storm Lake 3rd Addition Urban Renewal Area is zoned R-1: Low-Density Residential. This Urban Renewal Plan does not in any way replace the City's current land use planning or zoning regulation process.

F. RESIDENTIAL DEVELOPMENT

The City's objective for the Storm Lake 3rd Addition Urban Renewal Area is to promote new housing and residential development. There are currently a limited number of housing opportunities in the community.

The City realizes that the availability of housing is an important component of attracting new business and industry as well as retaining existing businesses.

Private enterprise has not met the City's need for construction of new housing because the cost of extending necessary infrastructure, along with increased home construction costs and tighter lending requirements, has made this type of investment more risky and less profitable.

In order to address the housing shortage, the City has purchased 13 acres of property and plans to develop a 24-lot single-family housing subdivision, as well as a 4 acre storm water detention pond that will serve the development. Two or more of the 24 lots will be donated to Habitat for Humanity of Buena Vista County. Habitat for Humanity will either construct a single-family home on or move a home from another location to each of the two donated lots. These units will be sold or given to individuals or families who meet the Low and Moderate Income ("LMI") guidelines for Buena Vista County or these units will be deemed affordable to LMI individuals or families in the City's determination.

The remaining lots will be sold by the City to individual homebuyers or homebuilders willing to construct single-family homes. The City may enter into an agreement with one or more local real estate brokers to market the lots for sale. The City will comply with Iowa Code Section 403.8 as part of the sale of any lot or lots.

When a City utilizes tax increment financing to support residential development, a percentage of the incremental revenues (or other revenues) generated by the project (not to exceed the project costs which are limited to reimbursement of “public improvement” costs as defined by Iowa law) must be used to provide assistance to LMI families. LMI families are those whose incomes do not exceed 80% of the median Buena Vista County income.

Unless a reduction is approved by the Iowa Economic Development Authority, the percentage of incremental revenues used to provide LMI assistance must be at least equal to the percentage of LMI families living in Buena Vista County. That percentage is currently 42.4%.

The requirement to provide assistance for LMI housing may be met by one, or a combination, of the following three options:

- Providing that at least 42.4% of the units constructed in the Area are occupied by residents and/or families whose incomes are at or below 80% of the median county income;
- Setting aside 42.4% of the project costs for LMI housing activities anywhere in the City; and
- Ensuring that 42.4% of the houses constructed within the Area are priced at amounts affordable to LMI families.

For example, it is expected that at least two of the 24 homes in the Area will be occupied by individuals or families who meet the LMI guidelines for Buena Vista County. The presence of these two LMI affordable homes represents 8.3% of the total available housing lots in the Area. Even if no additional LMI affordable homes are built in the Area, the City will be able to reduce the amount of incremental funds set-aside for LMI assistance from 42.4% to 34.1%.

If funds are set aside, as opposed to constructing a sufficient percentage of LMI housing in the Area, the assistance for low and moderate income family housing may be provided anywhere within the City. The type of assistance provided must benefit LMI residents and/or families and may include, but is not limited to:

1. Construction of LMI affordable housing.
2. Owner/renter-occupied housing rehabilitation for LMI residents and/or families.

3. Grants, credits or other direct assistance for LMI residents and/or families.
4. Homeownership assistance for LMI residents and/or families.
5. Tenant-based rental assistance for LMI residents and/or families.
6. Downpayment assistance for LMI residents and/or families.
7. Mortgage interest buy-down assistance for LMI residents and/or families.
8. Under appropriate circumstances, the construction of public improvements that benefit LMI residents and/or families.

G. AREA OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for new residential development within the Area.

More specific objectives for development within the Storm Lake 3rd Addition Urban Renewal Area are as follows:

1. To alleviate a shortage of housing and support employment opportunities, and to assist and retain local industries and commercial enterprises to strengthen and revitalize the economy of the State of Iowa and the City of Storm Lake.
2. To stimulate through public action and commitment, private investment in new housing and residential development.
3. To plan for and provide sufficient land for residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To help finance the cost of constructing street, water, sanitary sewer, storm water drainage, gas and electric utilities, street lighting, recreational, and other public improvements in support of new housing development.
5. To provide a more marketable and attractive investment climate.
6. To improve the housing conditions and housing opportunities, particularly for LMI income families and/or individuals.

H. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, Code of Iowa including, but not limited to, tax increment financing. Activities may

include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction of infrastructure including streets, water mains, sanitary sewer, storm water drainage, gas and electric utilities, street lighting, recreational or other public improvements in connection with urban renewal projects.
3. To finance programs that will directly benefit housing conditions and promote the availability of affordable housing, particularly to LMI persons and/or families, in the community.
4. To make loans, grants or rebates to private persons to promote LMI housing projects on such terms as may be determined by the City Council.
5. To borrow money and to provide security therefor.
6. To make or have made surveys and plans necessary for the implementation of the urban renewal program or specific urban renewal projects.
7. To use tax increment financing for a number of objectives, including but not limited to, achieving a more marketable and competitive land offering price and providing for necessary physical improvements and infrastructure.
8. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Storm Lake and the State of Iowa.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

I. PROPOSED URBAN RENEWAL PROJECTS

The proposed urban renewal projects involve public improvements necessary to develop a new 24-lot residential subdivision. Specifically, these improvements include the extension of City streets and infrastructure as well as the construction of a storm water detention pond, walking trails, and a park.

Unless LMI housing is available in the new subdivision, (either housing affordable to or occupied by LMI persons) the City will set aside a minimum of 42.4% of the incremental taxes generated by the project (up to a maximum of the developer's certified costs of public improvements) into an LMI set-aside fund and use those funds to support LMI housing anywhere in the community. The remaining incremental taxes will be available for debt retirement on the City's general obligation bond for the construction of public improvements within the Area that relate to housing. If LMI affordable housing is constructed within the Area, such housing can reduce the LMI set-aside fund. The proposed urban renewal projects in this Plan include:

1) Public Improvements:

Project	Estimated Date	Not to Exceed Cost	Rationale
The extension of East 13 th Street approximately 1,450 feet, Oneida Street approximately 400 feet using pervious pavers, and Magnolia Lane approximately 550 feet using pervious pavers.	2014-2018	\$800,000	New subdivision will need streets extended to provide access to platted lots. Pervious pavers will aid in controlling storm water that has been an issue within the area.

Project	Estimated Date	Not to Exceed Cost	Rationale
The extension of City water, sanitary sewer, and storm water drainage systems along East 13 th Street approximately 1,450 feet, Oneida Street approximately 400 feet, and Magnolia Lane approximately 500 feet.	2014-2018	\$700,000	City water and sanitary sewer services, as well as a storm water drainage system, are needed as part of development of the subdivision.
Extension of gas and electrical lines to provide service to the development.	2014-2018	\$75,000	Gas and electric services are needed as part of development of the subdivision.
Construction of public park at the end of Magnolia Lane.	2015-2017	\$75,000	Development of a park in the new subdivision will serve as an additional amenity to the residents of the area.
Construction of public trail around a four-acre storm water pond and along an old railroad right-of-way.	2016-2020	\$400,000	Public trail will add a recreational benefit to all residents within the area as well as provide a future connection to other trails within the City.
Total		Not to Exceed Cost \$2,050,000 (Plus financing costs of the public	

		improvements)	
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2) Planning, engineering fees, (for urban renewal plans) attorney fees, other related costs to support urban renewal projects and planning:

Project	Date	Estimated Cost
Fees and costs	Undetermined	Not to Exceed \$30,000

J. FINANCIAL INFORMATION

1.	July 1, 2013 constitutional debt limit:	\$22,430,601
2.	Outstanding general obligation debt:	\$17,994,481
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Proposed Urban Renewal Projects, as identified in this Plan, has not yet been determined. This document is for planning purposes. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Proposed Urban Renewal Projects as described above will be approximately as follows:	\$2,080,000 (Plus financing costs of the public improvements)

K. AGREEMENT TO INCLUDE AGRICULTURAL LAND

Because some of the area being added to the Storm Lake 3rd Addition Urban Renewal Area contains land that is defined as "agricultural land" by Iowa Code Section 403.17(3), the City and property owner have entered into an agreement in which the property owner agrees to allow the City to include real property defined as "Agricultural Land" in the Urban Renewal Area. A copy of the agreement is attached as Exhibit "C." The original signed agreement is on file at City Hall.

L. URBAN RENEWAL FINANCING

The City of Storm Lake intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City of Storm Lake has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

A. Tax Increment Financing.

Under Section 403.19 of the Iowa Code, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the proposed urban renewal projects. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the Iowa Code, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area and for other urban renewal projects. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Storm Lake. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives in connection with residential development.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of the Urban Renewal Plan.

M. PROPERTY ACQUISITION/DISPOSITION

Other than easements and public right-of-ways, no property acquisition by the City is anticipated at this time. However, if property acquisition/disposition becomes necessary to accomplish the objectives of the Plan, urban renewal powers will be carried out, without limitation, in accordance with the State of Iowa Urban Renewal Law.

N. RELOCATION

The City does not expect there to be any relocation required of residents or businesses as part of the proposed urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

O. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to state and local laws will be complied with by the City in implementing this Urban Renewal Plan and its supporting documents.

P. SEVERABILITY

In the event one or more provisions contained in the Urban Renewal Plan, shall be held for any reason to be invalid, illegal, unauthorized or unenforceable in any respect, such invalidity, illegality, unauthorized or unenforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

Q. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Area Plan may be amended from time to time for a number of reasons, including but not limited to, change in the area, to add or change land use controls and regulations, to modify goals or types of renewal activities, or to amend property acquisition and disposition provisions. The City Council may amend this Plan pursuant to appropriate procedures under Iowa Code Chapter 403.

R. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and will remain in effect as a Plan until it is repealed by the City Council.

With respect to the property included within the Storm Lake 3rd Addition Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment area and is designated based on an economic development finding, to provide or to assist in the provision of a new housing and residential development, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the Code of Iowa, is limited to ten (10) years beginning with the second fiscal year following the year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within the Storm Lake 3rd Addition Urban Renewal Area.

With consent of all other affected taxing bodies (by written agreement), the use of incremental property tax revenues under Iowa Code Section 403.19 can be extended for up to 5 years if necessary to adequately fund the housing project. The City may decide to seek such consent.

It is also anticipated that separate TIF ordinances for separate parcel(s) may be adopted as development in the Area warrants.

- For TIF ordinances on the Area, the frozen base for the parcels within TIF ordinance is set as of January 1 of the calendar year before the debt is first certified on the parcel(s) within TIF ordinance.
- Each TIF ordinance could have separate expiration dates depending on when debt is first certified related to the respective TIF ordinance. The expiration date will be 10 years from the calendar year following the calendar year in which the City first certifies debt pursuant to the particular TIF ordinance on the Area.
- For example, if one of the TIF ordinances on an Area parcel(s) is both adopted and first certified in 2014; then the frozen base of the parcel(s) in the TIF ordinance is established as of 1/1/2013 and fiscal year 2025-2026 is the last year (expiration date) that Tax Increment can be collected on that particular TIF ordinance.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the Code of Iowa) by the City for activities carried out under the Storm Lake 3rd Addition Urban Renewal Plan shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

EXHIBIT A
LEGAL DESCRIPTION
STORM LAKE 3RD ADDITION URBAN RENEWAL AREA:

A part of the E ½ of the NE ¼ of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 00°20' East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 89°58' East a distance of 150.00 Feet; thence South 00°20' West a distance of 400.00 Feet to the South line of said NE ¼ and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South 89°58' West along the South line of said Northeast Quarter (NE ¼) a distance of 150.00 Feet to the place of beginning.

A part of the East Half (E ½) Northeast Quarter (NE ¼) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Commencing at the Southeast Corner of the Northeast Quarter (NE ¼) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE ¼ a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE ¼ and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE ¼ a distance of 1,126.20 Feet to the point of beginning.

and

Lot Eight (8), Block One (1) in Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa.

and

A strip of land 100 feet wide formerly called the Chicago, Milwaukee, St. Paul and Pacific Railroad Right-Of-Way with the center line being the North And South Quarter Section of the NE¼ SE¼ and NW¼ SE¼ of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the 5th P.M., Beginning at the Northeast (NE) Corner of Lot One (1), Block One (1), North Windsor Addition; thence one-hundred (100) feet East to the Northwest Corner of Lot One (1), Block One (1) of Maywood Second Addition; thence South Twelve Hundred Eighty-seven and Ten Hundredths (1287.10) feet along the East right-of-way line of said Railroad to the Southwest Corner of Lot Eight (8), Block Three (3), Maywood First Addition; thence Southwesterly to the Southeast Corner of Lot Twenty-one (21), Block One (1) North

Windsor Addition; thence Twelve Hundred Ninety-five and Twenty-eight Hundredths (1295.28) feet North along the West right-of-way line of said Railroad to the point of beginning, in the City of Storm Lake, Buena Vista County, Iowa

and

A section of the East 13th Street right of way including: a part of the East Half (E ½) Northeast Quarter (NE ¼) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence West along the South right of way line of East 13th Street to the point that it intersects with the East right of way line of North Seneca Street; thence North along the East right of way line of North Seneca Street to the point that it intersects with the North right of way line of East 13th Street; thence East along the North right of way line of East 13th Street to the point of beginning.

Storm Lake 3rd Addition Urban Renewal Area



EXHIBIT B Storm Lake 3rd Addition Urban Renewal Area

Storm Lake 3rd Addition Preliminary Plat



Storm Lake 3rd Addition Urban Renewal Area



EXHIBIT B-2

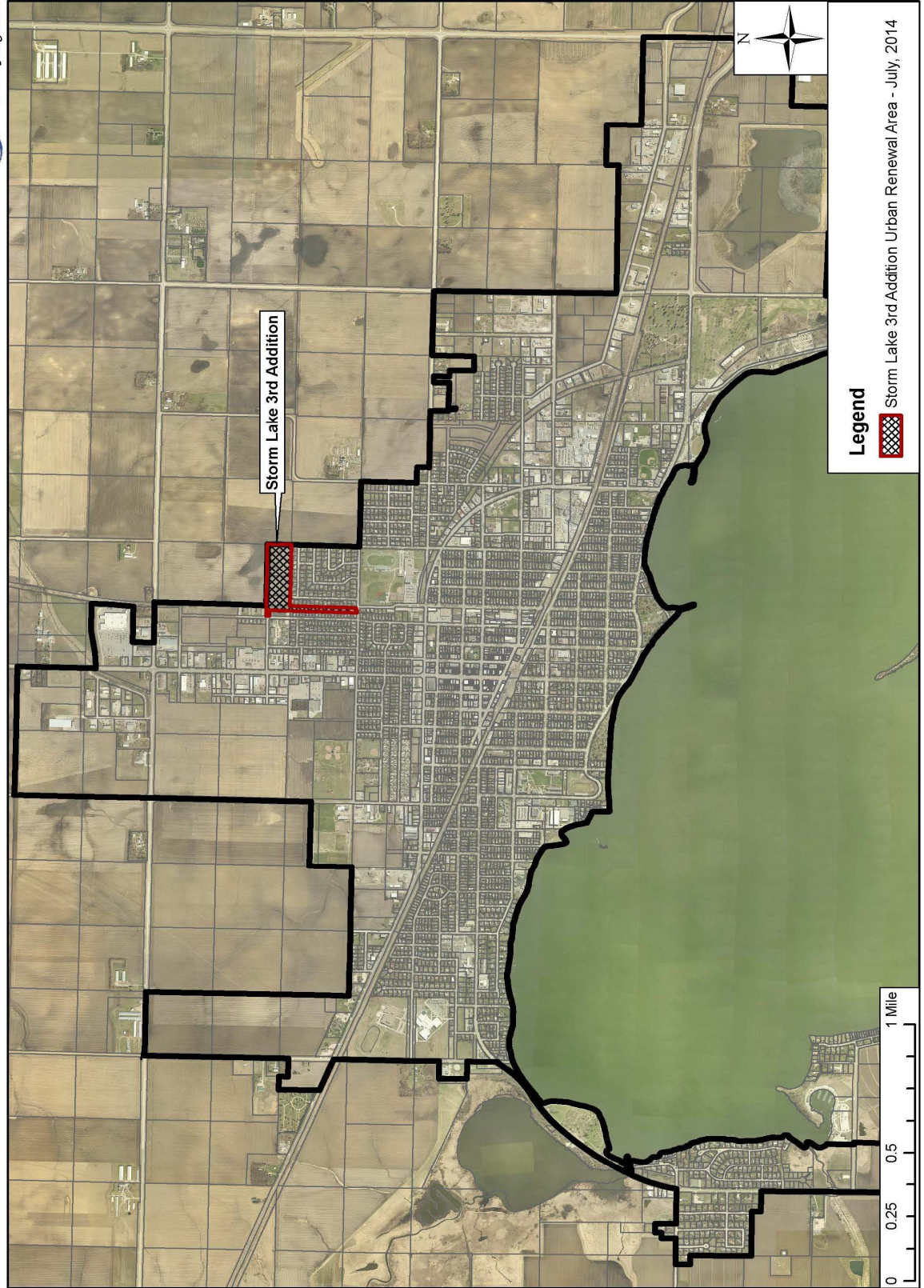


EXHIBIT "C"

AGRICULTURAL LAND CONSENT

**AGREEMENT TO INCLUDE AGRICULTURAL LAND IN THE
STORM LAKE 3RD ADDITION URBAN RENEWAL AREA**

WHEREAS, the City of Storm Lake, Iowa, (the "City") has proposed to establish the Storm Lake Storm Lake 3rd Addition Urban Renewal Plan ("Plan") for the Storm Lake 3rd Addition Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of land included in the Urban Renewal Area will contain certain property owned by the undersigned Agricultural Land Owner; and

WHEREAS, Section 403.17(10) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that a portion of the property located within the Urban Renewal Area and owned by the Agricultural Land Owner listed below meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain property within the proposed Urban Renewal Area and agrees that the City of Storm Lake, Iowa, may include such property within the Urban Renewal Area. A map of the Urban Renewal Area is attached as part of this Exhibit.

2. The Agricultural Land Owner further authorizes the governing body of the City of Storm Lake, Iowa, to pass any resolution or ordinance necessary to designate property as part of the Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this _____ day of _____, 2014.

Name of Agricultural Land Owner: City of Storm Lake

1) Signature: _____ Date: _____
Witness: _____

2) Approved by the Storm Lake City Council on the _____ day of _____, 2014.

Mayor

Water Treatment Plant Improvements – Moved by Council Member Anderson to set

Storm Lake 3rd Addition Urban Renewal Area



July 7, 2014 at 5:00pm as the date for a public hearing on the plans and specifications for the Water Treatment Plant Improvements. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Landfill Rates – Moved by Council Member Engelmann to pass on 1st reading Ordinance No. 12-O-2013-2014 amending the landfill rates by lowering the rate by \$1.00. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Moved by Council Member Walker to waive the 2nd reading of Ordinance No. 12-O-2013-2014 amending the landfill rates by lowering the rate by \$1.00. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Moved by Council Member Anderson to pass on 3rd reading Ordinance No. 12-O-2013-2014 amending the landfill rates by lowering the rate by \$1.00. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

ORDINANCE NO. 12-O-2013-2014

AN ORDINANCE AMENDING TITLE 3, CHAPTER 6, SECTION 3 OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA BY AMENDING THE LANDFILL RATE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA THAT THE FOLLOWING CODE SECTIONS ARE AMENDED BY THE DELETION OF LANGUAGE INDICATED BY STRIKEOUT (—) AND BY THE ADDITION OF LANGUAGE INDICATED BY HIGHLIGHT (■):

Section 1. Section 3-6-3 is hereby amended to read as follows

3-6-3 Rate Of Fee And Manner Of Payment

The fee for the purposes set forth in this Chapter shall be as follows:

(A) For all dwelling units, the fee shall be ~~nine~~^{eight} dollars and fifty cents (~~\$9.50~~^{\$8.50}) per month;

(B) For each business establishment, the fee shall be ~~twelve~~^{eleven} dollars (~~\$12.00~~^{\$11.00}) per month.

This fee shall be included on and paid with the water bill at the time payment of the water bill is due, effective July 1, ~~2012~~²⁰¹⁴.

If there are buildings or mobile home parks within the City containing more than one dwelling unit or business establishment and all such units or establishments do not have separate water meters, or, although separately metered, the water consumption for City billing purposes is measured only off of a master meter or meters, then the fee for any

such unit or establishment shall be included on and paid with the water bill of the owner of such building.

In the event that there are people occupying the premises within the City that do not use City water, then the City Clerk shall transmit a bill to the owner or occupant of such premises for the fees established hereunder, contemporaneously with the transmittal of the water bills.

(Ord. No. 169495, Amended, 03/20/95)

Section 2. This ordinance shall be in full force and effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this 16th day of June, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Storm Water Ordinance – Mayor Kruse opened the public hearing on the Post construction Storm Water Control Ordinance 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 Walker to pass on 1st reading Ordinance No. 13-O-2013-2014 adding Post-Construction Stormwater Control Regulations. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Marina Agreement Amendment – Moved by Council Member Porsch to approve the 1st Amendment to the Storm Lake Marina Management Agreement with the Iowa Department of Natural Resources. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Transfer of Land – Moved by Council Member Walker to adopt Resolution No. 98-R-2013-2014 setting a public hearing for the transfer of land, located in the Storm Lake 3rd Addition, to Habitat for Humanity. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

RESOLUTION NO. 98-R-2013-2014

RESOLUTION PROPOSING DISPOSITION OF REAL ESTATE AND PROVIDING NOTICE TO THE PUBLIC

WHEREAS, the City of Storm Lake, Iowa (the “City”) is the owner of real estate

described as:

A part of the E ½ of the NE ¼ of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Beginning at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 00°20' East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 89°58' East a distance of 150.00 Feet; thence South 00°20' West a distance of 400.00 Feet to the South line of said NE ¼ and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South 89°58' West along the South line of said Northeast Quarter (NE ¼) a distance of 150.00 Feet to the place of beginning.

AND, A part of the East Half (E ½) Northeast Quarter (NE ¼) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Beginning at the Southeast Corner of the Northeast Quarter (NE ¼) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE ¼ a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE ¼ and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE ¼ a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres,

(the "Subdivision Land");

WHEREAS, the City of Storm Lake, Iowa (the "City") is also the owner of real estate described as:

The East 17.06 feet of the North 119.58 feet of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa

(the "Parcel");

WHEREAS, the City Council believes that the City needs more housing and, as part of the City's efforts to expand housing, is planning to develop a single family

residential subdivision to be known as Storm Lake 3rd Addition (the “Addition”) on the Subdivision Land, that will include, in phases, twenty-four residential lots, a park, and an area for storm water management improvements;

WHEREAS, the City’s engineer has prepared a proposed Final Plat of Storm Lake 3rd Addition, although the subdivision plat for the Addition has not yet been considered or approved by the City Council;

WHEREAS, HFH of Buena Vista, Inc., an Iowa Nonprofit corporation, (“HFH”) builds and restores good homes that are affordable for families it selects to own and occupy such homes;

WHEREAS, the City and HFH wish to cooperate to develop two of the proposed lots in the Addition each for a single family home which will either be of new construction or moved from another location to one of two designated lots in the Addition;

WHEREAS, the City and HFH have negotiated an agreement, subject to the approval of the City Council of the City of Storm Lake, Iowa, in which the City, without money consideration paid to it by HFH, would convey to HFH the Parcel (2,125 square feet) and two lots in the Addition, designated as Lot 4 (8,653 square feet) and Lot 5 (10,014 square feet) in the proposed Final Plat of Storm Lake 3rd Addition;

WHEREAS, the City proposes to convey the Parcel, a piece of land outside the Addition but adjacent to Lot 4 in the Addition, to HFH to augment the size of Lot 4, which will allow HFH to construct or place a home on the augmented lot and be in compliance with the City’s setback and lot size requirements;

WHEREAS, the City intends that its transfer of the Parcel and Lots 4 and 5 of the Addition to HFH will satisfy a portion of the City’s obligation to set aside funds for Low or Moderate Income (“LMI”) families in connection with the adoption of a new housing urban renewal area that includes the Addition, the plan for which is to be called the Storm Lake 3rd Addition Housing Urban Renewal Plan (the “Urban Renewal Plan”);

WHEREAS, under the proposed agreement with HFH, HFH will:

a) within 36 months of the conveyance of the Parcel and Lots 4 and 5 of the Addition, complete construction of a new home and garage on, or move an existing home and either build a new garage on, or move an existing garage onto, the lot comprised of Lot 4 and the Parcel;

b) within 36 months of the conveyance of the Parcel and Lots 4 and 5 of the Addition, complete construction of a new home and garage on, or move an existing home and either build a new garage on, or move an existing garage onto, Lot 5; and

c) within twenty-four months of the issuance of the building permit for each home or its foundation, 1) have an LMI family, as defined in the proposed agreement, occupying and living in the home, or 2) convey the home to an LMI family, as defined in the agreement, at a price that is determined by the City to be affordable to an LMI family.

NOW, THEREFORE, be it hereby resolved that the City of Storm Lake, Iowa does hereby propose to dispose of, and convey, the Parcel and Lots 4 and 5 of the Addition to HFH on the terms generally specified above.

IT IS FURTHER RESOLVED that this proposal shall be scheduled for public hearing at the Council Chambers at City Hall at the regular council meeting scheduled for July 7, 2014 at 5:00 p.m. The City Clerk is further directed to have a copy of this Resolution published in the Storm Lake Times on a date not less than four (4) days nor more than twenty (20) days prior to said meeting.

Passed and approved this 16th day of June, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Habitat for Humanity Temporary Agreement – Moved by Council Member Engelmann to approve an agreement with Habitat for Humanity to allow the temporary placement of homes on Lots 4 & 5 and the north ½ of Lot 3 in the proposed Storm Lake 3rd Addition. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Adjournment – Moved by Council Member Walker to adjourn the meeting at 5:34pm. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

SPECIAL COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, JUNE 30, 2014 8:00 A.M.

Present: Mayor Jon Kruse, Council Members Bruce Engelmann, David Walker, and Dan Anderson. Absent: Mike Porsch and Sara Huddleston. Staff present: City Manager Jim Patrick, and Justin Yarosevich City Clerk.

Mayor Kruse called the meeting to order at 8:00am.

Hear the Public – None

Storm Lake 3rd Addition – Moved by Council Member Anderson to authorize the execution of the dedication of plat and the Statement of Owner for the Storm Lake 3rd Addition and authorize the signing of all documents and authorize the submittal of such to the Planning and Zoning Commission for review and recommendation to the City Council. The covenants were removed from the dedication of plat and the Statement of Owner and will undergo further review. Seconded by Council Member Engelmann. Vote: All ayes with Council Member Porsch and Huddleston absent. Motion carried.

Adjourn – Moved by Council Member Walker to adjourn the meeting at 8:03am. Seconded by Council Member Anderson. Vote: All ayes with Council Member Porsch and Huddleston absent. Motion carried.

Jon F. Kruse, Mayor

Attest: Justin Yarosevich, City Clerk

SPECIAL COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, JULY 2, 2014 8:00 A.M.

Present: Mayor Jon Kruse, Council Members Bruce Engelmann, David Walker, Sara Huddleston and Mike Porsch. Absent: Dan Anderson. Staff present: City Manager Jim Patrick, and Justin Yarosevich City Clerk.

Mayor Kruse called the meeting to order at 8:00am.

Hear the Public – None

Cigarette Permit – Moved by Council Member Walker to approve a cigarette permit for One Stop Shop. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Anderson absent. Motion carried.

Adjourn – Moved by Council Member Engelmann to adjourn the meeting at 8:01am. Seconded by Council Member Porsch. Vote: All ayes with Council Member Anderson absent. Motion carried.

Jon F. Kruse, Mayor

Attest: Justin Yarosevich, City Clerk

License Application ()

Applicant

Name of Applicant:	<u>Royal Investment Group llc</u>		
Name of Business (DBA):	<u>Midtown Liquor</u>		
Address of Premises:	<u>1100 E 5th st</u>		
City: <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>	
Business Phone:	<u>(712) 299-0838</u>		
Mailing Address:	<u>1100 E 5th st</u>		
City: <u>Storm Lake</u>	State: <u>IA</u>	Zip: <u>50588</u>	

Contact Person

Name:	<u>inder singh</u>		
Phone:	<u>(712) 299-0838</u>	Email Address:	<u>inderjit_99@yahoo.com</u>

Classification: Class E Liquor License (LE)

Term: 12 months

Effective Date: 06/07/2014

Expiration Date: 01/01/1900

Privileges:

Class B Wine Permit
Class C Beer Permit (Carryout Beer)
Class E Liquor License (LE)

Status of Business

BusinessType:	<u>Limited Liability Company</u>		
Corporate ID Number:	<u>461165438</u>	Federal Employer ID #	<u>46-1165438</u>

Ownership

inderjit singh

First Name: inderjit

Last Name: singh

City: storm lake

State: Iowa

Zip: 50588

Position owner

% of Ownership 100.00 %

U.S. Citizen

Insurance Company Information

Insurance Company:	<u>IMT Insurance Co</u>		
Policy Effective Date:	<u>06/07/2014</u>	Policy Expiration Date:	<u>01/01/1900</u>
Bond Effective Continuously:	<u>2</u>	Dram Cancel Date:	
Outdoor Service Effective Date:		Outdoor Service Expiration Date:	
Temp Transfer Effective Date:		Temp Transfer Expiration Date:	

APPLICATION FOR IOWA RETAIL CIGARETTE / TOBACCO/NICOTINE/VAPOR PERMITFor period JULY 01, 2014 through June 30, 2015

PLEASE TYPE OR PRINT CLEARLY Please mail this completed application to your local jurisdiction. If you have questions, call your city clerk (within city limits) or your county auditor (outside city limits).

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

BUSINESS INFORMATIONName of Business (DBA): MIDTOWN LIQUOR ROYAL INVESTMENT GROUP, LLCLocation Address (Required): 701 MEADOW LN 1100 E. 5thMailing Address: SAME City: STORM LAKE State/Zip: 50588Type of Sales: ☐ Vending Machine ☐ Over-the-counter Telephone Number (712) 299-0838

Type of Retail Establishment: has vending machine that assembles cigarettes

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

Cigarettes must be sold at the minimum price set by the State of Iowa. Obtain a current copy from the Iowa Department of Revenue website (www.iowa.gov/tax) by clicking on forms, then click on cigarette/tobacco, and finally click on form 71-023.

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

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

Check the list of approved brands (www.iowa.gov/tax/business/CigTobIndex.html) and is called IOWA DIRECTORY OF CERTIFIED TOBACCO PRODUCTS MANUFACTURERS BRANDS AND BRAND FAMILIES

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

LEGAL OWNER INFORMATIONType of Ownership: Individual ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐Legal Owner: ROYAL INVESTMENT GROUP, LLC
(Name of Individual, Partnership, Corporation, LLC, or LLP)Mailing Address: 701 MEADOW LNCity: STORM LAKE State: IA Zip: 50588 Ph. Number: (712) 299-0838Fax Number: () E-mail Address: Indeljit_99@yahoo.com

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

SIGNATURE OF OWNER, PARTNER(S), OR CORPORATE OFFICIALName (please print): INDELJIT SINGH Name (please print): _____Signature: [Signature] Signature: _____Date: 5/16/17 Date: _____**FOR OFFICE USE ONLY**

Amount Paid: _____

Date Issued: _____ ☐ NewPermit #: _____ ☐ Renewal**FOR CITY CLERK/COUNTY AUDITOR ONLY**

PLEASE SEND COMPLETED COPY TO THE IOWA DEPARTMENT OF COMMERCE, ALCOHOLIC BEVERAGE DIVISION

Name of Issuing City or County _____

APPLICATION FOR IOWA RETAIL CIGARETTE / TOBACCO PERMIT

For period July 1, 2014 through June 30, 2015

PLEASE TYPE OR PRINT LEGIBLY

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

I/We hereby make application for a retail permit to sell cigarettes and tobacco products:

BUSINESS INFORMATION

Name of Business/DBA: EL Jimador Liguors
Location Address (Must Have): 223 Railroad St.
Mailing Address: 609 Lake Ave City: Storm Lake State/Zip: IA 50588
Type of Sales: ☐ Vending Machine ☒ Over-the-counter Telephone Number (712) 299-7120
Type of Retail Establishment:
☐ bar ☐ convenience store - with gas ☐ convenience store - no gas ☐ drug store ☐ gas station
☐ grocery ☐ hotel/motel ☒ liquor store ☐ restaurant ☐ tobacco store
☐ other _____

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

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

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

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

Go to <http://elists.idrf.state.ia.us/scripts/wa.exe> and sign up for the Cigarette/Tobacco eList (listserv).

You will receive an e-mail every time the approved list changes or the minimum price changes.

LEGAL OWNER INFORMATION

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

Legal Owner: Raquel Medina
(Name of Individual, Partnership, Corporation, LLC, or LLP)

Mailing Address: 609 Lake Ave.
City: Storm Lake State: IA Zip: 50588 Ph. Number: (712) 299-7120

Fax Number: () _____ E-mail Address: _____

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

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

Name (please print): Raquel Medina Name (please print): _____
Signature: Raquel Medina Signature: _____
Date: 6/20/14 Date: _____

FOR OFFICE USE ONLY

Amount Paid: 7500
Date Issued: _____ ☐ New
Permit #: _____ ☐ Renewal

FOR CITY CLERK/COUNTY AUDITOR ONLY
PLEASE SEND COMPLETED COPY TO THE IOWA
DEPARTMENT OF COMMERCE,
ALCOHOLIC BEVERAGE DIVISION

Name of Issuing City or County _____

APPLICATION FOR IOWA RETAIL CIGARETTE / TOBACCO PERMIT

For period July 1, 2014 through June 30, 2015

PLEASE TYPE OR PRINT LEGIBLY

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

I/We hereby make application for a retail permit to sell cigarettes and tobacco products:

BUSINESS INFORMATION

Name of Business/DBA: Star Video

Location Address (Must Have): 420 Flindt Drive

Mailing Address: Storm la

City: Stormlake

State/Zip: IA 50588

Type of Sales: ☐ Vending Machine ☒ Over-the-counter Telephone Number (712) 732-1962

Type of Retail Establishment:

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

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

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

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

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

Go to <http://elists.idrf.state.ia.us/scripts/wa.exe> and sign up for the Cigarette/Tobacco eList (listserv).

You will receive an e-mail every time the approved list changes or the minimum price changes.

LEGAL OWNER INFORMATION

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

Legal Owner: Rex Wagener

(Name of Individual, Partnership, Corporation, LLC, or LLP)

Mailing Address: 420 Flindt Drive

City: Storm Lake State: Iowa Zip: 50588 Ph. Number: (712) 732-1962

Fax Number: (712) 732-1962 E-mail Address: Starvideo@iw.net

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

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

Name (please print): Rex Wagener

Name (please print): _____

Signature: Rex Wagener

Signature: _____

Date: 6-23-14

Date: _____

FOR OFFICE USE ONLY

Amount Paid: 7500.00

Date Issued: _____ ☐ New

Permit #: _____ ☐ Renewal

FOR CITY CLERK/COUNTY AUDITOR ONLY
PLEASE SEND COMPLETED COPY TO THE IOWA
DEPARTMENT OF COMMERCE,
ALCOHOLIC BEVERAGE DIVISION

Name of Issuing City or County _____

Staff Summary

7/7/2014
Agenda Item # B.



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

REPORT TO: Honorable Mayor and City Council

FROM: Sue Vossberg, Deputy Clerk

SUBJECT: Buy Local Information

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

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

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

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

FISCAL IMPACT:

	Total Expenses	Calculated Expenses	Local	%	BV Co	%	Non Local	%
City	\$916,830.18	\$316,608.40	\$114,254.38	36	\$3,376.72	1	\$198,977.30	63
King's Pointe	\$347,574.07	\$206,405.08	\$47,853.99	23			\$158,551.09	77
Golf Course	\$7,175.96	\$4,192.13	\$1,785.72	43			\$2,406.41	57

RECOMMENDATION: Review Buy Local Information

Staff Summary

7/7/2014
Agenda Item # C.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: **Motion Authorizing A Noise Variance For The West 5th Street HMA Overlay Project**

BACKGROUND: Attached is a letter from Brian Lincoln with Blacktop Services requesting a Noise Variance in conjunction with the West 5th Street HMA Overlay Project. The request would allow the contractor to extend his working hours until 9:00pm. This would authorize a work day between the hours of 7:00am and 9:00pm for the project.

This request is consistent with previous requests received during street projects. I will issue the Variance upon receiving a consensus in the affirmative from the City Council.

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
☐ West 5th Street HMA Overlay Project Letter & Variance	Letter



16 North Taft Street
PO Box 632 • Humboldt, IA 50548
(515)332-4208 office • (515)332-3653 fax

July 7, 2014

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

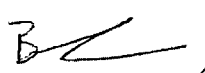
Dear Chief Prosser,

We request a noise variance for the duration of construction activities in conjunction with the West 5th Street HMA Overlay Project. The project area is on West 5th Street from Vista Drive to Lake Avenue. We request the noise variance to extend until 9:00PM on construction working days until project completion which is expected in Mid-August. This noise variance will allow the appropriate contractor to perform their respective duties to help the project stay on schedule. Thank you for considering this request.

Sincerely,

Blacktop Service Co.

Brian Lincoln

, Controller



Public Safety Police & Fire

PERMIT

401 East Milwaukee Avenue
Storm Lake, IA 50588
Phone: 712-732-8010

Event 2014 West 5th Street HMA Overlay Project

Issued To: Name Brian Lincoln

Organization Blacktop Service Co.

Address 16 North Taft Street

Humboldt, IA 50548

Phone 515-332-4208

Date(s) of Event 7-8-2014, until 8-15-2014

Time(s) of Event 7:00am - 9:00pm

Expiration of Permit 8-16-2014

Location/Area of Use West 5th (Lake to Vista)

Type of Permit

☒ ☒ ☒

1 Noise Variance -8-7-4

2 Ride/Run/Walk - 9-13-4

3 Parade -9-13-4

4 Public Demonstration - 8-7-4

5 Street Closing

6 Fireworks - 8-2-1-(I2A)

7 Authorized Burn - 7-2-2-B

8 Other

Authorized by: Mark A. Prosser

Printed Name

Signature

7-8-2014

Date

Public Safety Director

Title

Staff Summary

7/7/2014
Agenda Item # 3.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: **Resolution No. 01-R-2014-2015 Authorizing The Use Of Awaysis Park, Sunrise Park, Right Of Way Closures, Traffic Re-Routing, Event Permit, Noise Variance & Support For The 2014 Kiwanis Sprint Triathlon**

BACKGROUND: Attached to this staff summary is a written request from Curt Reis representing the Hy-Noon Kiwanis Club making a series of requests in conjunction with the planned 2014 Kiwanis Sprint Triathlon which is scheduled for Saturday, August 16, 2014 at 8:00am.

The event includes an 800 meter swim, 12.63 mile bicycle ride and 3.1 mile run. The event is based out of Awaysis Park.

Specific requests are as follows:

*Permission to use Awaysis Park and Sunrise Park from 4:00am until 12:00pm on the date of the event

*Permission to close the west Awaysis Parking Lot from 4:00am until 12:00pm on the day of the event

*Noise Variance for Awaysis Park from 7:00am until 12:00pm on the day of the event

*Run/Ride Permits to be issued

*Appropriate support from the Parks and Public Safety Departments

I have reviewed the requests and find them consistent with previous years.

FISCAL IMPACT: Storm Lake Police expend a sizable amount of overtime for this event and the Park's Department provides assistance to the venue. The costs are absorbed in our normal operational budgets.

The event is designed to draw participants and spectators to the community which should have a positive impact on local businesses.

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

ATTACHMENTS:

Description		Type
	Kiwanis Triathlon Letter & Permit	Letter
	Resolution No. 01-R-2014-2015	Resolution

June 17, 2014

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

RE: Kiwanis Sprint Triathlon
Request for Noise Variance, Fencing/Street Blockage, Use of Awaysis Park/Parking Lot
Date of Events: Saturday, August 16, 2014

Dear Ladies and Gentlemen:

This concerns the Kiwanis Sprint Triathlon events to be held on Saturday, August 16, 2014. The Hy-Noon Kiwanis of Storm Lake will be hosting the Second Annual "Storm the Lake" Kiwanis Sprint Triathlon. Proceeds from this event will go to Kiwanis and used to meet the Club's commitment to the Kiwanis International World Wide Service project "EliMiNaTe" to virtually eliminate Maternal/Neonatal Tetanus.

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

August 16, 2014:

General Description: On Saturday, August 16, 2014 we are planning the following activities in Awaysis Park / Sunrise park:

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

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

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

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

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

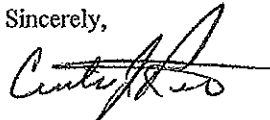
Street usage: We would also request that the Hy-Noon Kiwanis be allowed use of the streets named above. We would also request that, with assistance from the Storm Lake Police Department, we be allowed to control traffic to facilitate safe passage of bicyclists.

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

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

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

Sincerely,



Curt Reis
Safety Committee Chair
Hy-Noon Kiwanis

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

Clark Fort
732-3747

cc: Mark Prosser (Storm Lake Police)

RESOLUTION NO. 01-R-2014-2015

A RESOLUTION APPROVING THE 2014 KIWANIS SPRINT TRIATHLON EVENT REQUESTS

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

To approve the use of Awaysis Park and Sunrise Park on Saturday, August 16, 2014 between the hours of 4:00am and 12:00pm.

To further approve the use of the Awaysis East and West Pavilions on Saturday, August 16, 2014 between the hours of 4:00am and 12:00pm.

To further approve the closing of the west Awaysis Park parking lot on Saturday, August 16, 2014 between the hours of 4:00am and 1:00pm.

To further approve a noise variance on Saturday, August 16, 2014 for Awaysis Park between the hours of 7:00am until 12:00pm.

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

PASSED AND APPROVED this 7th day of July, 2014.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, Deputy City Clerk

Staff Summary

7/7/2014
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: **Motion Authorizing A Noise Variance For Buena Vista University's 2014/15 Homecoming Event**

BACKGROUND: Attached to this staff summary is a written request from Becka Neary-DeLaPorte of Buena Vista University requesting a Noise Variance in conjunction with their 2014/15 Homecoming.

The Variance is requested for Friday, October 3, 2014 between the hours of 9:00pm and 12:00am for outdoor amplified entertainment in the central campus area.

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

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
☐ BVU Homecoming Letter & Permit	Letter

BUENA VISTA UNIVERSITY

June 16, 2014

Mark Prosser
Director of Public Safety
401 East Milwaukee Ave.
Storm Lake, Iowa 50588

Dear Mr. Prosser:

Buena Vista University is preparing for Homecoming activities on campus. In order to make this year's event(s) a success, we are requesting the assistance of the city. The following is an overview of the proposed event.

Friday, October 3, 2014 DJ Party-the Student Activities Board is hosting a homecoming DJ and dance which will be held in central campus from **9pm-11:59pm**.

We are requesting a noise variance for the above stated date and time.

The Student Activities Board and the department of Student Affairs will inform the University neighbors of the date and time of these events through a flier delivered to their home, allowing residence to prepare accordingly. We will distribute notices door to door at least one week prior to the event.

We appreciate the city council's consideration of the above requests and if additional information is needed please contact Mark Kirkholm, Director of Campus Security at 749-2500 or me at 749-2377. We thank you for your help in making this year's activities a success for the Buena Vista University and Storm Lake community.

Sincerely,



Becka Neary-DeLaPorte
Director of Student Activities and Leadership Development
Buena Vista University
610 West 4th Street
Storm Lake, Iowa 50588

CC: Mark Kirkholm and Dale Scully

Staff Summary

7/7/2014
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: Todd Allen, Water Plant Superintendent

SUBJECT: **Public Hearing On Water Treatment Plant Improvements**

BACKGROUND: This agenda item provides the public a chance to comment on the plans and specs for the Water Plant Improvement Project.

This project is two items combined into one bid package. Both items are at the Water Treatment Plant.

The first part is to transform from a temporary to a permanent sodium chlorite feed system. This project includes a sodium chlorite injection point into clearwell #1, an electronic scale for a more accurate chemical daily dosage feed rate with analog outputs for communication to our current SCADA system, a chemical transfer pump, and a chemical containment spill skid. The trial period last year was a success and the DNR has approved daily operational use of sodium chlorite.

The second part is for pressed lime handling and storage. Included in this project is a solids transfer system to a new storage building. This process will improve the City's process for handling and removing lime at the water treatment plant by increasing the storage capacity of pressed lime. The load-out of lime will also be enhanced by allowing for indoor loading of trucks and containing spills within the new facility. The Water Plant staff will be able to press lime more efficiently by not having to wait for the current lime hauler to load.

FISCAL IMPACT: The engineering agreement is with Bolton and Menk for a cost of \$125,000.

The cost estimate for the sodium chlorite project is \$72,600.

The cost estimate for the lime storage project is \$796,950 plus \$81,265 for lime press parts previously approved by Council.

Staff estimates another \$7,000 for legal and administration costs

and an additional \$10,000 for construction observation for a total project cost of \$1,020,215.
This project is budgeted and will be funded from the \$2.34M Water Revenue Bond issued in 2013.

RECOMMENDATION:

Open Public Hearing
Hear Comments
Close Public Hearing

ATTACHMENTS:

Description		Type
	WTP Project Cost Estimate	Estimate

Storm Lake, Iowa
Water Treatment facilities
2014 improvements- project Cost opinion

Bid Schedule 1- Lime Cake Handling

Building	\$	420,000
Transfer Equipment	\$	170,000
Electrical	\$	75,000
Site improvements	\$	25,000
O,P & H	\$	69,000
Contingencies	\$	37,950
Subtotal	\$	796,950

Bid Schedule 2- Sodium Chlorite System

Sodium Chlorite System Equipment/Installation	\$	60,000
O,P & H	\$	6,000
Contingencies	\$	6,600
Subtotal	\$	72,600

Total Project Cost

Total Construction Cost	\$	869,550
Engineering	\$	125,000
Total Project Cost	\$	921,950

Staff Summary

7/7/2014
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: Todd Allen, Water Plant Superintendent

SUBJECT: **Resolution No. 02-R-2014-2015 Approving Plans, Specifications, & Form Of Contract On Water Treatment Plant Improvements**

BACKGROUND: This agenda item is Council's formal approval of the plans, specifications, & form of contract for Water Treatment Plant Improvements.

This project consists of two items combined into one bid package. Both items are at the Water Treatment Plant.

The first part is to transform from a temporary to a permanent sodium chlorite feed system. This project includes a sodium chlorite injection point into clearwell #1, an electronic scale for a more accurate chemical daily dosage feed rate with analog outputs for communication to our current SCADA system, a chemical transfer pump, and a chemical containment spill skid. The trial period last year was a success and the DNR has approved a daily operational use of sodium chlorite.

The second part is for pressed lime handling and storage. Included in this project is a solids transfer system to a new storage building. This process will improve the City's process for handling and removing lime at the water treatment plant by increasing the storage capacity of pressed lime. The load-out of lime will also be enhanced by allowing for indoor loading of trucks and containing spills within the new facility. The Water Plant staff will be able to press lime more efficiently by not having to wait for the current lime hauler to load.

FISCAL IMPACT: The engineering agreement is with Bolton and Menk for a cost of \$125,000.
The cost estimate for the sodium chlorite project is \$72,600.
The cost estimate for the lime storage project is \$796,950 plus \$81,265 for lime press parts previously approved by Council.
Staff estimates another \$7,000 for legal and administration costs

and an additional \$10,000 for construction observation for a total project cost of \$1,020,215.
This project is budgeted and will be funded from the \$2.34M Water Revenue Bond issued in 2013.

RECOMMENDATION: Adopt Resolution No. 02-R-2014-2015

ATTACHMENTS:

Description		Type
	WTP Project Cost Estimate	Estimate
	Resolution No. 02-R-2014-2015	Resolution

Storm Lake, Iowa
Water Treatment facilities
2014 improvements- project Cost opinion

Bid Schedule 1- Lime Cake Handling

Building	\$	420,000
Transfer Equipment	\$	170,000
Electrical	\$	75,000
Site improvements	\$	25,000
O,P & H	\$	69,000
Contingencies	\$	37,950
Subtotal	\$	796,950

Bid Schedule 2- Sodium Chlorite System

Sodium Chlorite System Equipment/Installation	\$	60,000
O,P & H	\$	6,000
Contingencies	\$	6,600
Subtotal	\$	72,600

Total Project Cost

Total Construction Cost	\$	869,550
Engineering	\$	125,000
Total Project Cost	\$	921,950

RESOLUTION NO. 02-R-2014-2015

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COST FOR THE CITY OF STORM LAKE
WATER TREATMENT FACILITY IMPROVEMENTS PROJECT**

WHEREAS, the plans, specifications, form of contract and estimate of cost were filed with the CITY for the construction of certain public improvements described in general as the Water Treatment Facility Improvements Project; and

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

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

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

PASSED AND APPROVED this 7th day of July 2014.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, Deputy City Clerk

Staff Summary

7/7/2014
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. 03-R-2014-2015 Rejecting Bids For Lake Avenue Recreational Trail Project**

BACKGROUND: The Lake Avenue Recreational Trail project had a bid letting on June 17, 2014 through the Iowa Department of Transportation. There were two bids received: Godbersen Smith Construction \$639,645.61 and Absolute Concrete Construction \$698,444.50. The bids are 29% higher than budgeted, therefore city staff feels it would be in the best interest of the city to reject the bids, review the project, and rebid the project in February 2015.

The trail project has two separate grants from the State of Iowa Department of Transportation in the amount of \$193,000. The DOT has agreed to move the project to calendar year 2015.

FISCAL IMPACT: Engineering \$49,750
Construction \$496,707
Contingency \$1,000
Legal/Admin \$10,000
Street Light Move \$26,875
Land Acquisition \$5,000
Projected Cost \$589,332

The trail project has two separate grants from the State of Iowa Department of Transportation in the amount of \$193,000. The DOT has agreed to move the project to calendar year 2015.

The remaining funding will come from funds budgeted in the FY 2014-2015 Budget from Franchise Fees, Road Use Tax and Local Option Sales Tax funds.

RECOMMENDATION: Adopt Resolution No. 03-R-2014-2015 Rejecting Bids For Lake Ave. Trail

ATTACHMENTS:

Description	Type
☐ Bid Tab	Backup Material
☐ Resolution No. 03-R-2014-2015	Resolution

Apparent Bids for Proposal 11-7422-616

PCC SIDEWALK/TRAIL

Letting ID: 14/06/17

Cut-Off Time: 10:00:59 AM

Bidder Name	DBE	Bid Amount
Godbersen-Smith Construction Co.	2.50%	\$639,645.61
Absolute Concrete Construction	3.02%	\$698,444.50
(2 Apparent Bids)		

RESOLUTION NO. 03-R-2014-2015

**A RESOLUTION REJECTING BIDS ON THE 2014 LAKE AVENUE TRAIL
IMPROVEMENTS PROJECT**

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

That the bids received for the 2014 Lake Avenue Trail Improvements Project be rejected as the bids were 29% over the engineer's estimate.

PASSED AND APPROVED this 7th day of July 2014.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, Deputy City Clerk

Staff Summary

7/7/2014

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: **Motion To Approve Engineering Agreement With Bolton & Menk, Inc For Hwy 7 Widening From Northwestern Street To Barton Street**

BACKGROUND: Bolton and Menk, Inc. will provide engineering services for the Hwy 7 Widening Project from Northwestern Street to Barton Street. The contract has a not to exceed amount of \$130,000.00

This project provides for safety improvements to State Highway 7 consisting of widening to a 3-lane section from the existing 3-lane east of Barton Street through the intersection with Northwestern Drive. It also includes the replacement of the traffic signal at Northwestern Drive.

The improvements were recommended in a TEAP study dated November 22, 2013. Significant delays occur at the intersection of HWY 7 and Northwestern Drive during A.M. & P.M. school days due to the Storm Lake Middle School and an elementary school traffic accessing Highway 7 at this location.

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

Construction \$852,500
Engineering \$130,000
Legal/Admin \$15,000
Traffic Signals \$180,000
Total \$997,500

Funding for the project will come from the following sources:

MAP 21 funds of \$341,000
U-STEP funds of \$400,000
City funds \$256,500

The City has set aside \$275,000 in the 5-Year CIP from the Road Use Tax Fund for this project.

RECOMMENDATION: Approve Motion

ATTACHMENTS:

Description	Type
☐ Engineering Agreement	Contract



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

1900 North Grand Avenue • Suite E12 • Spencer, IA 51301

Phone (712) 580-5075

www.bolton-menk.com

April 18, 2014

Pat Kelly, Infrastructure Director
City of Storm Lake
P.O. Box 1086
Storm Lake, IA 50588

RE: Highway 7 Widening Project
City of Storm Lake, Iowa

Dear Pat:

Thank you for the opportunity to provide engineering services to the City of Storm Lake for the widening of Highway 7. Attached for your review, and City Council approval, is the agreement for professional services to complete the design, bidding and construction services for the Highway 7 Widening Project in the amount of \$130,000.

Should you have any questions as you complete review of this, please don't hesitate to contact us. We appreciate this opportunity to provide professional services to the City of Storm Lake.

Sincerely,

BOLTON & MENK, INC.

Neil T. Guess, P.E.
Principal Engineer

Enclosures

AGREEMENT FOR PROFESSIONAL SERVICES

HIGHWAY 7 WIDENING PROJECT

STORM LAKE, IOWA

This Agreement, made this ____ day of _____ 2014, by and between City of Storm Lake, P.O. Box 1086 hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 1900 North Grand Avenue, Suite E12, Spencer, IA 51301, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional services in conjunction with construction of the Highway 7 Widening Project as detailed in Exhibit I and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT, consistent with the funding application submitted.

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

SECTION I - CONSULTANT'S SERVICES

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

SECTION II - THE CLIENT'S RESPONSIBILITIES

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

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

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

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

Schedule of Fees

Employee Classification	Hourly Billing Rates
Sr. Project Manager – Sr. Principal Engineer/Surveyor	\$140-198/Hour
Sr. Project Manager – Principal Engineer/Surveyor	\$118-166
Senior Transportation/Aviation Planner	\$120-170
Project Manager (Inc. Landscape Architect)	\$100-150
Project/Design Engineer/Planner/Landscape Architect	\$64-144
Licensed Surveyor	\$76-140
Project Surveyor	\$60-110
Specialist (Nat. Resources; GIS;Traffic;Graphics;Other)	\$70-130
Senior Technician (Inc. Survey ¹)	\$70-145
Technician (Inc. Survey ¹)	\$54-98
Administrative Support & Clerical	\$35-84
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE
¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.	

2. Total cost for the tasks itemized in Exhibit I and Exhibit I-1 shall not exceed \$130,000.00.

IV - GENERAL

A. STANDARD OF CARE

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

B. CHANGE IN PROJECT SCOPE

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

C. LIMITATION OF LIABILITY

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

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

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

D. INSURANCE

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

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

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

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

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

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

F. CONSTRUCTION SERVICES

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

G. USE OF ELECTRONIC/DIGITAL DATA

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

AGREEMENT, unless such third party use and adaptation or distribution is explicitly authorized by this AGREEMENT.

H. REUSE OF DOCUMENTS

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

I. CONFIDENTIALITY

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

J. PERIOD OF AGREEMENT

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

K. PAYMENTS

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

L. TERMINATION

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

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

M. CONTINGENT FEE

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

N. NON-DISCRIMINATION

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

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

O. CONTROLLING LAW

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

P. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall first be submitted to mediation, using a mutually acceptable Neutral Third Party and mutually agreeable mediation process. If the mediation is unsuccessful in resolving the dispute, the parties may mutually agree to submit to another method of dispute resolution or submit the dispute to a court of competent jurisdiction.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section IV of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION V - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Storm Lake, Iowa

CONSULTANT: Bolton & Menk, Inc.

Jon F. Kruse, Mayor


Neil T. Guess, P.E., 4/17/2014
Principal Engineer Date

Justin Yarosevich, City Clerk

EXHIBIT I
CONSULTANT'S SERVICES
HIGHWAY 7 WIDENING PROJECT
STORM LAKE, IOWA

DESCRIPTION OF PROJECT AND SCOPE OF IMPROVEMENTS

The Consultant agrees to provide professional services required for the Highway 7 Widening Project.

The basic improvements anticipated as part of this Agreement consists of

Design and bidding services for the widening of Highway 7 from approximately 500' west of Northwestern Drive to approximately 500' east of Barton Street. This will include a new traffic signal design for the Highway 7 and Northwestern Drive intersection and also include completion of the Iowa DOT submittals leading to the bidding of the project.

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

TASK 1: PROJECT INITIATION

Description: The Bolton & Menk project team will facilitate a Kick-Off Meeting with City staff to accomplish the following:

- Review and confirm the scope and nature of the proposed improvements
- Review any special issues regarding project staging during construction
- Conduct a field review of project area by project team members and City staff
- Determine if revisions to the scope are necessary to include additional improvements.

Deliverables:

- Minutes of Kick-Off Meeting

Subtask 1.2: Coordination Meetings

Description: The consultant will schedule coordination meetings with the City throughout the design phase. The purpose will be to review project status, discuss coordination and design issues, and review project schedule and budget.

Deliverables:

- Minutes of Meetings

Subtask 1.4: Public Information Meeting

Description: The City will be responsible for organizing a public informational meeting (with assistance and participation by Consultant staff). This public informational meeting will be held early in the project development process in order to communicate to the property owners the general nature of the proposed improvements. The meeting will be conducted in an informal setting with a brief presentation followed by an "open house" format to encourage participation by the property owners and to provide an opportunity

to meet one-on-one with members of the project team.

Deliverables:

- Meeting notices
- Meeting notes
- Copies of presentation materials

TASK 2: FIELD SURVEY AND DATA COLLECTION

Subtask 2.1: Field Data Collection

Description: Review field data and measurements prepared by others as required to develop preliminary estimated costs. The preliminary field data will supplement other available information such as aerial photos and mapping, utility maps, as-built drawings, reports and studies, etc. This subtask will also include photo and record of the project areas. Review storm sewer system and verify that surface drainage and storm sewer proposed is feasible. This task will include topographic survey necessary to design the project.

Deliverables:

- Written summary of recommendation
- Copies of photo records of project area
- Topographical Survey of project area

Subtask 2.2: Geotechnical Investigation

Description: Coordinate geotechnical investigations to determine existing pavement and soil condition. Complete a recommended pavement design. The client will be billed directly for geotechnical work completed.

Deliverables: Geotechnical Report.

TASK 3: PRELIMINARY DESIGN AND FINAL DESIGN

Subtask 3.1: Preliminary and Final Contract Documents

Description: Complete preliminary and final plans. Major design components to include the following:

- Horizontal alignment and plan view layout of all surface improvements: street centerline, curb lines, driveways, and other improvements
- Traffic signal design
- Centerline vertical alignments and profiles
- Intersection layout with pavement elevations
- Cross-sections at 50-foot intervals, driveways and critical design locations
- Construction Limits
- Clearing and Grubbing
- Access and Staging Plan
- Construction Details
- Communications with all franchise utilities to discuss replacement and/or relocation (including gas, telephone, cable TV, etc.)

Final design and plans will conform to the requirements of the City of Storm Lake and Iowa Department of Transportation Specification requirements. Plans will be reviewed with City staff at the 50%, and 95% complete stages.

Deliverables:

- Preliminary plans at 50% and 95% complete stages
- Project manual is not required for a DOT bid project.
- Statement of estimated quantities and estimated construction cost at 50% and 95% complete stages
- Final contract documents and estimated construction cost

Subtask 3.2: Iowa Department of Transportation Deliverables

Description: Completion of the required deliverable for the Iowa DOT to keep the project on the schedule as set by the City of Storm Lake in concurrence with the Iowa DOT. This task will include completing the submittals required for:

Development Progress Deliverables:

- Concept Statement
- Preliminary Plans
- Check Plans
- Final Plans
- Development Certificate
- Final Turn-In

Clearances:

- Agreement
- NEPA
- SHPO Review
- Utilities
- Permits

TASK 4: BIDDING PHASE

Subtask 3.1: Bidding

Description: Provide the following services during the bidding phase:

- Prepare advertisement for bids and submit to the City Clerk for publication
- Project will be let by the Iowa Department of Transportation
- Assist City staff in preparing recommendation for City Council regarding the award of the bid.

Deliverables:

- Copies of advertisement for bids
- Copies of bid tabulation
- Letter with recommendation regarding the award of the bid

TASK 5: CONSTRUCTION PHASE

Subtask 4.1: Preconstruction Meeting

Description: Schedule and lead preconstruction meeting, process schedules, sub-contractors, and supplier submittals.

Deliverables:

- Meeting minutes
- Copies of all submittals

Subtask 4.2 Construction Contract Administration

- a. The CONSULTANT shall review, for conformance with plans and specifications only, any shop drawings required to be furnished by the contractor.
- b. The CONSULTANT shall consult with and advise the CLIENT and act as the CLIENT'S construction representative as provided in the contract documents.
- c. The CONSULTANT shall make visits to the site at approximately once per week intervals to observe the progress and quality of the executed work of the contractors, and determine, in general, if such work is proceeding in accordance with the contract documents.
- d. The CONSULTANT and its representatives shall not be responsible for the means, methods, techniques, sequences, schedules or procedures of construction selected by the contractor or the safety precautions or programs incident to the work of the contractor.
- e. The CONSULTANT shall review the contractor's request for partial payments. Such review shall be based upon the CONSULTANT'S on-site observations and such written documentation as may be available to the CONSULTANT at the time of review. Such review shall not include verification of unit price contract quantities by physical measurement of individual work items.
- f. The CONSULTANT shall conduct a final inspection of the project for to determine, in general, conformance with contract documents completion requirements and to assist in evaluation of the final payment request from the contractor.

Subtask 4.3 Construction Staking

CONSULTANT shall perform construction staking and furnish necessary equipment and supplies to establish grade and line for the contractor's guidance in construction of the project and in accordance with the contract documents.

Subtask 4.4 Resident Project Representative

The CONSULTANT shall provide resident project representative (RPR) services during construction of the project. RPR services consist of observation of the work of the contractor, coordination of testing services and documentation of the work progress. RPR services do not constitute acceptance or approval of the contractor's work nor do they relieve any part of the contractor's responsibility under the construction documents.

BASIS OF FEE ASSUMPTIONS

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

- Off-site improvement design will not be required
- Deliverables provided by owner are sufficient to be used for the basis for design
- Any changes to the scope of work that are not specifically included in this proposal will be considered additional work and a negotiated amendment to the agreement will be completed.
- Water main and/or sanitary sewer improvements are not anticipated with this project and have not been included in the scope of work.
- The City will assist with submitting permit applications and pay the permit fees for work in the Railroad's right of way at the Northwestern Drive Highway 7 railroad crossing.

EXHIBIT I-1

RESIDENT PROJECT REPRESENTATIVE

The CONSULTANT will furnish a Resident Project Representative (RPR), assistants and other field staff to assist CONSULTANT in observing performance of the Work of the CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT assists the CLIENT in monitoring the progress and quality of the work; but, it is agreed that the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CONSULTANT in the construction Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is CONSULTANT'S agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with CONSULTANT and CONTRACTOR keeping CLIENT advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with CLIENT with the knowledge of and under the direction of CONSULTANT.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. Schedules: Review the progress schedule, prepare a schedule of Shop Drawing submittals and review the schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist CONSULTANT in serving as CLIENT'S liaison with CONTRACTOR when CONTRACTOR'S operations affect CLIENT'S on-site operations.

- b. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
- 4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR, and notify CONSULTANT of availability of samples for examination.
 - c. Advise CONSULTANT and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by CONSULTANT.
- 5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to CONSULTANT whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.
- 6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
- 7. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR decisions as issued by CONSULTANT.

8. Records:

- a. Maintain orderly files for correspondence, reports or job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. Reports:

- a. Furnish CONSULTANT periodic reports as required of progress of the Work and of CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to CONSULTANT Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to CONSULTANT and CLIENT upon the occurrence of any accident.

10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to CLIENT prior to final payment for the Work.

12. Completion:

- a. Conduct final inspection in the company of CONSULTANT, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- b. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.
- c. Assist in preparation of Record Drawings and provide copies of documentation requested by CLIENT for occupation of the Project.

C. LIMITATIONS OF AUTHORITY

It is agreed that Resident Project Representative=s responsibility and obligations do not include the following actions nor shall RPR be directed to or be empowered to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CONSULTANT.
2. Exceed limitations of CONSULTANT'S authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractor or CONTRACTOR'S superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Authorize CLIENT to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

Staff Summary

7/7/2014
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. 04-R-2014-2015 Change Order #1 To The Subdrain Installation On Vilas Road**

BACKGROUND: During construction two clay field tiles were discovered and after discussion with city staff it was decided to connect both tiles into the subdrain. The unit price for the item includes the cost of providing the material and labor necessary to connect both clay tiles into the subdrain.

The cost is \$100.00 per tile with a total cost of \$200.00.

FISCAL IMPACT: Under the agreement with I&S Group for the installation of the subdrain the City will pay for the material cost of the subdrain (\$4,628.75) plus 70% of the installation cost (\$13,163.13) and the I&S Group will pay the remaining 30% of the installation cost (\$5,641.34).

Original cost of construction \$23,433.22 (Per Contract)
Change Order #1 increase \$200.00
Total Cost of construction after Change Order #1 \$23,633.22

I&S Group will pay \$5,641.34
City costs will be \$17,991.88

The city portion of the project will be funded with Franchise Fees.

RECOMMENDATION: Approve Resolution No. 04-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Change Order #1	Change Order
☐ Resolution No. 04-R-2014-2014	Resolution

CHANGE ORDER**NUMBER** 1Date of Issuance: June 16, 2014Effective Date: June 16, 2014

PROJECT: VILAS STREET SUBDRAIN INSTALLATION	ENGINEER'S PROJECT NUMBER: 105123
OWNER: CITY OF STORM LAKE	DATE OF CONTRACT: September 3, 2013
CONTRACTOR: HEALY EXCAVATING	OWNER'S CONTRACT NUMBER:

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

Description:

Add Item 9, Field Tile Connection

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$23,433.22</u>	Original Contract Times: ☐ Working Days ☒ Calendar Days
(Increase) (Decrease) from previously approved Change Orders Number _____ to _____ <u>\$23,433.22</u>	Substantial Completion (day or dates): <u>July 15, 2015</u> Ready for Final Payment (day or dates): <u>August 15, 2014</u>
Contract Price prior to this Change Order: <u>\$23,433.22</u>	Contract Times prior to this Change Order: Substantial Completion (day or dates): <u>July 15, 2015</u> Ready for Final Payment (day or dates): <u>August 15, 2014</u>
(Increase) (Decrease) of this Change Order: <u>\$200.00</u>	(Increase) (Decrease) of this Change Order: Substantial Completion (day or dates): _____ Ready for Final Payment (day or dates): _____
Contract Price Incorporating this Change Order: <u>\$23,633.22</u>	Contract Times with all approved Change Orders: Substantial Completion (day or dates): <u>July 15, 2015</u> Ready for Final Payment (day or dates): <u>August 15, 2014</u>
RECOMMENDED: I + S GROUP By: _____ Engineer (Authorized Signature)	APPROVED: CITY OF STORM LAKE By: _____ Owner (Authorized Signature)
Date: _____	ACCEPTED: HEALY EXCAVATING By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____

					Amount	
Number	Item	Unit	Quantity	Unit Price	Increase	Decrease
9.	Field Tile Connection	EA	2	\$100.00	\$200.00	

TOTALS

NET CHANGE IN CONTRACT PRICE

INCREASE (DECREASE) IN CONTRACT TIME, days

\$200.00	\$0.00
\$200.00	

Justification For Changes:

During construction two (2) clay field tile, (one 4" and one 8") were discovered at station 2+75, left (8") and 6+40, left (4"). After discussion with City Staff, it was decided to connect both tile into the subdrain. The unit price for the item includes the cost of providing the material and labor necessary to connect both clay tiles into the subdrain.

RESOLUTION NO. 04-R-2014-2015

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

To approve Change Order No. 1 to the contract with Healy Excavating for the Vilas Street Subdrain Installation Project adding \$200.00 to the contract for connecting clay tiles into the subdrain.

Total cost of change order #1 is an increase of \$200.00 to the contract. Total contract cost after change order #1 is \$23,633.22.

PASSED AND APPROVED this 7th day of July 2014.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, Deputy City Clerk

Staff Summary

7/7/2014
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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Resolution No. 05-R-2014-2015 Acceptance Of The Vilas Road Subdrain Project**

BACKGROUND: I&S project engineer has filed a Notice of Acceptable Work certificate for the Vilas Road Subdrain Project. The contractor was required to have the project completed by July 15, 2014 to avoid liquidated damages of \$200.00 per calendar day.

There was one change order for the project which was previously approved by Council.

FISCAL IMPACT: Under the agreement with I&S Group for the installation of the subdrain the City will pay for the material cost of the subdrain (\$4,628.75) plus 70% of the installation cost (\$13,163.13) and the I&S Group will pay the remaining 30% of the installation cost (\$5,641.34).

Original cost of construction \$23,433.22 (Per Contract)
Change Order #1 increase \$200.00
Total Cost of construction after Change Order #1 \$23,633.22
I&S Group will pay \$5,641.34
City costs will be \$17,991.88

The city portion of the project will be funded with Franchise Fees.

RECOMMENDATION: Approve Resolution No. 05-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Certificate of Acceptability	Backup Material
☐ Resolution No. 05-R-2014-2015	Resolution

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: Vilas Street Subdrain Installation

Storm Lake, IA

OWNER: Storm Lake, IA

CONSTRUCTION CONTRACT DATE: March 10, 2014

ENGINEER: I+S Group

To: City of Storm Lake, IA
OWNER

And To: Healy Excavating
CONTRACTOR

From: I+S Group
ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Standard Form of Agreement between Owner and Engineer for Professional Services dated September 3, 2013, and the terms and conditions set forth on the reverse side of this Notice.

By: _____



Title: Project Engineer

Dated: July 7, 2014

(Reverse side of Notice)

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the date hereof.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referred to on the front side of this Notice, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to on the front side of this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

RESOLUTION NO. 05-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 Healy Excavating, Lake View, Iowa with regard to the Vilas Street Subdrain Installation Project, 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 \$23,633.22.

PASSED AND APPROVED this 7th day of July, 2014.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, Deputy City Clerk

Staff Summary

7/7/2014
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: **Motion Approving Grant Agreement With Federal Aviation Administration For Runway 13/31 Project**

BACKGROUND: Following the letting of bids in April 2014 the City had follow up discussions with the Federal Aviation Administration staff regarding the bids that exceeded the original engineering estimates for the Runway 13/31 Project. The FAA agreed at that time to find additional funding and to award a grant for the low bid amount.

Following congressional approval the FAA has prepared the attached grant agreement for the project for the City's consideration as the project sponsor. The agreement outlines their funding for 90% of the total cost of the project or up to a maximum amount of \$646,312 which is 90% of the current bid plus engineering and legal and admin fees. This means that any change orders on the project would be 100% the cost of the City.

The agreement is a standard FAA Agreement that the City has reviewed in the past and includes the standard grant assurances that the FAA requires in all their agreements.

FISCAL IMPACT: The overall project cost is estimated at \$768,224.90 with the FAA providing funding through the proposed grant for up to 90% of the project or \$646,312. A previous grant that was approved by the FAA provided funding for the initial design portion of the project at \$45,090.

RECOMMENDATION: Approve grant agreement.

ATTACHMENTS:

Description	Type
Grant Agreement	Backup Material



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT**PART I – OFFER**

Date of Offer

JUN 17 2014

Airport/Planning Area

Storm Lake Municipal Airport

AIP Grant Number

3-19-0088-009-2014

DUNS Number

050950054

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

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 5, 2014, for a grant of Federal funds for a project at or associated with the Storm Lake Municipal Airport, which is included as part of this Grant Agreement; and

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

Rehabilitate Runway 13/31 (3035' x 50' Joint Cleaning and Sealing)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

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

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$646,312**. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
 \$ -0- for planning
 \$646,312 for airport development or noise program implementation
 \$ -0- for land acquisition.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **July 25, 2014**, 2014, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

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

- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers
 - 1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 - 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 - 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

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

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

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

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

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

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

15. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.
18. **Ban on Texting When Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts
19. **Trafficking in Persons.**
- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
 - B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C.

7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –

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

20. **Exhibit A Incorporated by Reference.** The Exhibit “A” updated **July 19, 2012**, filed with AIP Project **3-19-0088-010**, is incorporated herein by reference.

SPECIAL CONDITIONS

SC1 Pavement Maintenance Management Program: The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will

1. follow FAA Advisory Circular 150/5380-6, “Guidelines and Procedures for Maintenance of Airport Pavements,” for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - 1) location of all runways, taxiways, and aprons;
 - 2) dimensions;
 - 3) type of pavement, and;
 - 4) year of construction or most recent major rehabilitation.
 - b. Inspection Schedule.
 - 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - 2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented.

The minimum information is:

- a. inspection date;
 - b. location;
 - c. distress types; and
 - d. maintenance scheduled or performed.
5. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

SC2. Projects which Contain Paving Work in Excess of \$250,000: The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
 - (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - (3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
 - (4) Qualifications of engineering supervision and construction inspection personnel.
 - (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.
- c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

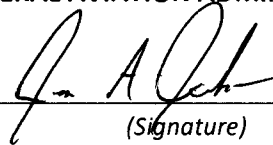
SC3. Maintenance Project Life: The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

SC4. Plans & Specifications Approval Based Upon Certification: The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

- 1) The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- 2) The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
- 3) If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Jim A. Johnson

(Typed Name)

Manager, Airports Division

(Title)

PART II - ACCEPTANCE

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

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

Executed this _____ day of _____, _____.

City of Storm Lake, Iowa

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

(Printed Name of Sponsor's Designated Official Representative)

Title:

(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

Dated at _____

this _____ day of _____.

By _____
(Signature of Sponsor's Attorney)

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

Application for Federal Assistance SF-424

* 1. Type of Submission	* 2. Type of Application	* If Revision, select appropriate - Select One -
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

ORIGINAL

* 3. Date Received:	4. Application Identifier:
5a. Federal Entity Identifier: 3-19-0088-009	* 5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:
----------------------------	----------------------------------

8. APPLICANT INFORMATION:

* a. Legal Name: City of Storm Lake, Iowa	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 42-6005255	* c. Organizational DUNS: 050950054

d. Address:

* Street1: 620 Erie St	
Street 2:	
* City: Storm Lake	
County: Buena Vista	
* State: Iowa	
Province:	
Country: USA	* Zip/ Postal Code: 50588

e. Organizational Unit:

Department Name: Storm Lake Municipal Airport	Division Name:
--	----------------

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr	First Name: Justin
Middle Name:	
* Last Name: Yarosevich	
Suffix:	
Title: Assistant City Manager	
Organizational Affiliation: City of Storm Lake	
* Telephone Number: (712) 732-8000	Fax Number: (712) 734-4114
* Email: justin@stormlake.org	

Application for Federal Assistance SF-424

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

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

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

Storm Lake, Buena Vista County, Iowa

* 15. Descriptive Title of Applicant's Project:

Runway 13/31 Rehabilitation - Construction Phase

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: IA-004	*b. Program/Project: IA-004
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 01/07/2014	*b. End Date: 01/07/2015
18. Estimated Funding (\$):	
*a. Federal	646,312.41
*b. Applicant	71,812.49
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	718,124.90
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____	
☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
☒ c. Program is not covered by E.O. 12372	
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)	
☐ Yes ☒ No	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
☒ ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Mr *First Name: Justin	
Middle Name:	
*Last Name: Yarosevich	
Suffix:	
*Title: Assistant City Manager	
*Telephone Number: (712) 732-8000	Fax Number: (712) 732-4114
* Email: justin@stormlake.org	
*Signature of Authorized Representative: 	*Date Signed: 5-5-2014

Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

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

PART II
PROJECT APPROVAL INFORMATION
SECTION A

Item 1.	Name of Governing Body
Does this assistance request require State, local, regional, or other priority rating?	Priority
☐ Yes ☒ No	
Item 2.	Name of Agency or Board
Does this assistance request require State, local advisory, educational or health clearances?	(Attach Documentation)
☐ Yes ☒ No	
Item 3.	(Attach Comments)
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?	
☐ Yes ☒ No	
Item 4.	Name of Approving Agency
Does this assistance request require State, local, regional, or other planning approval?	Date / /
☐ Yes ☒ No	
Item 5.	Check One: State ☐
Is the proposed project covered by an approved comprehensive plan?	Local ☒
	Regional ☐
☒ Yes ☐ No	Location of plan CIP with City Clerk
Item 6.	Name of Federal Installation
Will the assistance requested serve a Federal installation?	Federal Population benefiting from Project
☐ Yes ☒ No	
Item 7.	Name of Federal Installation
Will the assistance requested be on Federal land or installation?	Location of Federal Land
	Percent of Project
☐ Yes ☒ No	
Item 8.	See instructions for additional information to be provided.
Will the assistance requested have an impact or effect on the environment?	
☐ Yes ☒ No	
Item 9.	Number of:
Will the assistance requested cause the displacement of individuals, families, businesses, or farms?	Individuals
	Families
	Businesses
	Farms
☐ Yes ☒ No	
Item 10.	See instructions for additional information to be provided.
Is there other related Federal assistance on this project previous, pending, or anticipated?	
☐ Yes ☒ No	

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. **Compatible Land Use.** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Storm Lake has completed a comprehensive plan for the City which includes the airport. This plan covers allowable land use around the airport.

2. **Defaults.** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The City of Storm Lake is not in default

3. **Possible Disabilities.** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

There are not disabilities against the City of Storm Lake

4. **Consistency with Local Plans.** – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. Yes, it is consistent with plans

5. **Consideration of Local Interest.** – It has given fair consideration to the interest of communities in or near where the project may be located. Yes

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

7. **Public Hearings.** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project. Public hearing date 5/5/2014

8. **Air and Water Quality Standards.** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary. N/A for this project

PART II – SECTION C (CONTINUED)

9. Exclusive Rights. – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

The City of Storm Lake has not granted exclusive rights.

10. Land. – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Current Exhibit "A" Map dated 7/19/12

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

No additional land is required to be acquired for the Storm Lake Municipal Airport as a part of this project.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

No additional land is required to be acquired for the Storm Lake Municipal Airport as a part of this project.

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART III – BUDGET INFORMATION – CONSTRUCTION**SECTION A – GENERAL**

1. Federal Domestic Assistance Catalog No.
2. Functional or Other Breakout

SECTION B - CALCULATION OF FEDERAL GRANT

COST CLASSIFICATION	Use only for revisions		Total Amount Required
	Latest Approved amount	Adjustment + or (-)	
1. Administration expense	\$5,000.00	\$	\$5,000.00
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees	49,900.00		49,900.00
5. Other architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation expenses			
9. Relocation payments to individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement	663,224.90		663,224.90
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)	718,124.90		718,124.90
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)	718,124.90		718,124.90
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)	718,124.90		718,124.90
20. Federal Share requested of Line 19	646,312.41		646,312.41
21. Add Rehabilitation Grants Requested (100 percent)			
22. Total Federal grant requested (Lines 20 & 21)	646,312.41		646,312.41
23. Grantee share	71,812.49		71,812.49
24. Other shares			
25. Total project (Lines 22, 23, & 24)	\$718,124.90	\$	\$718,124.90

SECTION C - EXCLUSIONS

26. Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$ 71,812.49
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	71,812.49
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. Total - Grantee Share	
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	\$ 71,812.49

SECTION E - REMARKS

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PART IV - PROGRAM NARRATIVE (ATTACH - SEE INSTRUCTIONS)

PART IV
PROGRAM NARRATIVE

(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT: Runway 13/31 Rehabilitation - Construction Phase

AIRPORT: Storm Lake Municipal Airport, SLB

1. Objective:

The project objective is to rehabilitation runway 13/31. The pavement shows signs of surface distress and major cracking due to failure of the underlying base material and continues to deteriorate.

2. Benefits Anticipated:

This project will reduce the increasing maintenance costs experienced as the existing pavement nears the end of the planned design life.

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

See attached Work Order No. 1 and Cost Breakdown

4. Geographic Location:

The Storm Lake Municipal Airport is located in Township 90N, Range 37W in Section 20. It is located 3.6 miles SW of the City of Storm Lake, IA.

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: *(incl. address & tel. no.)*

Justin Yarosevich
Assistant City Manager
City of Storm Lake
620 Erie Street
Storm Lake, Iowa 50588

(712) 732-8000

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
DRUG-FREE WORKPLACE**

City of Storm Lake, IA

Storm Lake Municipal Airport

(Sponsor)

(Airport)

(Project Number)

Runway 13/31 Rehabilitation (Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

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

	Yes	No	N/A
1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	☒	☐	☐
2. An ongoing drug-free awareness program has been (will be) established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	☒	☐	☐
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.	☒	☐	☐
4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:			
a. Abide by the terms of the statement; and	☒	☐	☐
b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.			
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	☒	☐	☐

- | | Yes | No | N/A |
|--|-------------------------------------|--------------------------|--------------------------|
| 6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted: | | | |
| a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or | ☒ | ☐ | ☐ |
| b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency. | | | |
| 7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above. | ☒ | ☐ | ☐ |

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

City of Storm Lake, Iowa

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Justin Yarosevich

(Typed Name of Sponsor's Designated Official Representative)

Assistant City Manager

(Typed Title of Sponsor's Designated Official Representative)

5-5-2014

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
SELECTION OF CONSULTANTS**

City of Storm Lake

(Sponsor)

Storm Lake Municipal Airport

(Airport)

AIP 3-13-0088-009

(Project Number)

Runway 13/31 Rehabilitation *(Work Description)*

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

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

	Yes	No	N/A
1. Solicitations were (will be) made to ensure fair and open competition from a wide area of interest.	☒	☐	☐
2. Consultants were (will be) selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	☒	☐	☐
3. A record of negotiations has been (will be) prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	☒	☐	☐
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was (will be) obtained from the FAA.	☒	☐	☐
5. The consultant services contracts clearly establish (will establish) the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	☒	☐	☐
6. Costs associated with work ineligible for AIP funding are (will be) clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	☒	☐	☐
7. Mandatory contact provisions for grant-assisted contracts have been (will be) included in consultant services contracts.	☒	☐	☐
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not (will not be) used.	☒	☐	☐

9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was (will be) specifically described in the advertisement, and future work will not be initiated beyond five years.



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

City of Storm Lake, Iowa

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Justin Yarosevich

(Typed Name of Sponsor's Designated Official Representative)

Assistant City Manager

(Typed Title of Sponsor's Designated Official Representative)

6-3-2014

(Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
PROJECT PLANS AND SPECIFICATIONS**

City of Storm Lake

(Sponsor)

Storm Lake Municipal Airport

(Airport)

AIP 3-19-0088-009

(Project Number)

Runway 13/31 Rehabilitation (Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

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

	Yes	No	N/A
1. The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	☒	☐	☐
2. Specifications for the procurement of equipment are not (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	☒	☐	☐
3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.	☒	☐	☐
4. Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications.	☒	☐	☐
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are (will be) included in the project specifications.	☒	☐	☐
6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.	☒	☐	☐
7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding.	☒	☐	☐

- | | Yes | No | N/A |
|--|-------------------------------------|--------------------------|--------------------------|
| 8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required. | ☒ | ☐ | ☐ |
| 9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design. | ☒ | ☐ | ☐ |

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

City of Storm Lake, Iowa

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

Justin Yarosevich

(Typed Name of Sponsor's Designated Official Representative)

Assistant City Manager

(Typed Title of Sponsor's Designated Official Representative)

6-3-2014

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
EQUIPMENT/CONSTRUCTION CONTRACTS

City of Storm Lake	Storm Lake Municipal Airport	AIP 3-19-0088-009
(Sponsor)	(Airport)	(Project Number)
Runway 13/31 Rehabilitation (Work Description)		

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

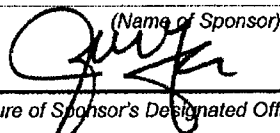
Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A code or standard of conduct is (will be) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	☒	☐	☐
2. Qualified personnel are (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.	☒	☐	☐
3. The procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.	☒	☐	☐
4. The bid solicitation clearly and accurately describes (will describe):			
a. The current Federal wage rate determination for all construction projects, and	☒	☐	☐
b. All other requirements of the equipment and/or services to be provided.			
5. Concurrence was (will be) obtained from FAA prior to contract award under any of the following circumstances:			
a. Only one qualified person/firm submits a responsive bid,	☒	☐	☐
b. The contract is to be awarded to other than the lowest responsible bidder,			
c. Life cycle costing is a factor in selecting the lowest responsive bidder, or			
d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.			

	Yes	No	N/A
e.			
6. All contracts exceeding \$100,000 require (will require) the following provisions:			
a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;			
b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms; and	☒	☐	☐
c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.			
7. All construction contracts contain (will contain) provisions for:			
a. Compliance with the Copeland "Anti-Kick Back" Act, and			
b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.	☒	☐	☐
8. All construction contracts exceeding \$2,000 contain (will contain) the following provisions:			
a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and	☒	☐	☐
b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.			
9. All construction contracts exceeding \$10,000 contain (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	☒	☐	☐
10. All contracts and subcontracts contain (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	☒	☐	☐
11. Appropriate checks have been (will be) made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.	☒	☐	☐

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

City of Storm Lake, Iowa


 (Name of Sponsor)

 (Signature of Sponsor's Designated Official Representative)
 Justin Yarosevich

 (Typed Name of Sponsor's Designated Official Representative)
 Assistant City Manager

 (Typed Title of Sponsor's Designated Official Representative)
 6-3-2014

 (Date)

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
CONSTRUCTION PROJECT FINAL ACCEPTANCE**

City of Storm Lake

(Sponsor)

Storm Lake Municipal Airport

(Airport)

AIP 3-19-0088-009

(Project Number)

Runway 13/31 Rehabilitation (Work Description)

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in Title 49, Code of Federal Regulations, Part 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

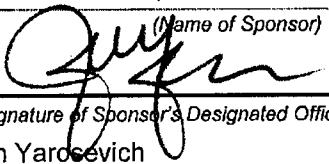
Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The personnel engaged in project administration, engineering supervision, construction inspection and testing were (will be) determined to be qualified as well as competent to perform the work.	☒	☐	☐
2. Daily construction records were (will be) kept by the resident engineer/construction inspector as follows:			
a. Work in progress,			
b. Quality and quantity of materials delivered,			
c. Test locations and results,			
d. Instructions provided the contractor,	☒	☐	☐
e. Weather conditions,			
f. Equipment use,			
g. Labor requirements,			
h. Safety problems, and			
i. Changes required.			
3. Weekly payroll records and statements of compliance were (will be) submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).	☒	☐	☐
4. Complaints regarding the mandated Federal provisions set forth in the contract documents have been (will be) submitted to the FAA.	☒	☐	☐
5. All tests specified in the plans and specifications were (will be) performed and the test results documented as well as made available to the FAA.	☒	☐	☐
6. For any test results outside of allowable tolerances, appropriate corrective actions were (will be) taken.	☒	☐	☐

	Yes	No	N/A
7. Payments to the contractor were (will be) made in compliance with contract provisions as follows:			
a. Payments are verified by the sponsor's internal audit of contract records kept by the resident engineer, and	☒	☐	☐
b. If appropriate, pay reduction factors required by the specifications are applied in computing final payments and a summary of pay reductions made available to the FAA.			
8. The project was (will be) accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval is obtained from the FAA.	☒	☐	☐
9. A final project inspection was (will be) conducted with representatives of the sponsor and the contractor and project files contain documentation of the final inspection.	☒	☐	☐
10. Work in the grant agreement was (will be) physically completed and corrective actions required as a result of the final inspection is completed to the satisfaction of the sponsor.	☒	☐	☐
11. If applicable, the as-built plans, an equipment inventory, and a revised airport layout plan have been (will be) submitted to the FAA.	☒	☐	☐
12. Applicable close out financial reports have been (will be) submitted to the FAA.	☒	☐	☐

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

City of Storm Lake, Iowa


 (Name of Sponsor)

 (Signature of Sponsor's Designated Official Representative)
 Justin Yarosevich

 (Typed Name of Sponsor's Designated Official Representative)
 Assistant City Manager

 (Typed Title of Sponsor's Designated Official Representative)
 6-3-2014

 (Date)

ASSURANCES

Airport Sponsors

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. **Airport Planning Undertaken by a Sponsor.**

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

C. Sponsor Certification.

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

1. General Federal Requirements.

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

Federal Legislation

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

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

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

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014, unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

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

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all nondiscrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
- 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.
- The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:
- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2) So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

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

e. Required Contract Provisions.

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

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an

approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of

this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

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

39. Competitive Access.

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



**FAA
Airports**

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

Updated: 3/20/2014

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

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Change 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports

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

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

NUMBER	TITLE
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5380-7A	Airport Pavement Management Program

Staff Summary

7/7/2014
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: **Resolution No. 06-R-2014-2015 Awarding Contract On Runway 13/31 Project**

BACKGROUND: Previously the Storm Lake Airport Commission and the City of Storm Lake let bids on the Runway 13/31 Project in which Godbersen Smith Contracting of Ida Grove, Iowa was the low bidder. The City then held off on the issuance of the contracts and approval of contracts until we had received an official grant award from the Federal Aviation Administration.

Prior to this agenda item the City Council was able to take action on a grant contract with the Federal Aviation Administration for this project. At this time, assuming approval of the previous agenda item, the City could move forward with the approval of contracts for the project with Godbersen Smith Contracting.

FISCAL IMPACT: Total costs on this project is as follows:

Construction (set by bid)	- \$663,224.90
Engineering (set by contract)	- \$100,000
Legal / Admin	- \$5,000

For a total estimated project cost of \$768,224.90

Funding for the project comes in large part from the FAA Grant in the amount of \$691,402.41 and City funding of \$76,822.49 which is coming from franchise fees budgeted for this project.

RECOMMENDATION: Adopt Resolution No. 06-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Resolution No. 06-R-2014-2015	Resolution
☐ Contract - Godbersen-Smith	Contract

RESOLUTION NO. 06-R-2014-2015

**RESOLUTION APPROVING CONTRACT AND BOND AND MAKING AWARD OF
CONTRACT FOR THE RUNWAY 13/31 REHABILITATION CONSTRUCTION
PROJECT**

WHEREAS, The Engineer, Bolton & Menk, Inc. has prepared plans and specifications for the Runway 13/31 Rehabilitation Construction: and

WHEREAS, the Storm Lake Council on May 5, 2014, approved said plans and specifications subject to a public hearing thereon; and

WHEREAS, sealed bids were received by the Storm Lake City Council on April 14, 2014 at 2:00 p.m.; and

WHEREAS, the Public Hearing was held on February 3, 2014 at 5:00 p.m., and the City Council heard and considered all public comments, if any, on the project.

NOW, THEREFORE, BE IT RESOLVED, that the bid of Godbersen-Smith Construction Co. in the amount of \$663,224.90 for the Runway 13/31 Rehabilitation Construction Project all as described in the plans and specifications adopted by this Council after public hearing on published notice required by law, is hereby accepted, the same being the lowest bid received for said project.

BE IT FURTHER RESOLVED, by the City Council of the City of Storm Lake, Iowa that the Contract and Bond executed by Godbersen-Smith Construction Co., of Ida Grove, Iowa for the Runway 13/31 Rehabilitation Construction Project as described by the plans and specifications filed in the office of the City Clerk, said contract to be signed by the Mayor and City Clerk on Behalf of the City, be and the same are hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby directed to execute the contract with the foregoing bidder for such work.

PASSED AND APPROVED this 7th day of July, 2014.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, Deputy City Clerk

APPROVED AS TO FORM:

Phil Havens, City Attorney

**Form of
CONTRACT AGREEMENT**

City of Storm Lake, IA
AIP #3-19-0088-009

THIS AGREEMENT, made as of _____ is

BY AND BETWEEN

the OWNER: *City of Storm Lake,
620 Erie St.
Storm Lake, IA 50588*

And the CONTRACTOR: *Godbersen-Smith Construction Co.
5784 State Highway 175
Ida Grove, IA 51445*

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at **Storm Lake Municipal Airport** generally described as follows;

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

\$ Six Hundred Sixty Three Thousand Two Hundred Twenty Four Dollars and Ninety Cents
(Amount in Written Words)

(\$ 663,224.90)
(Amount in Numerals)

subject to the following:

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **67** of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as

liquidated damages the non-penal sum of \$500.00 per day for each work day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR’S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR’S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

- a. Certification of Eligibility (29 CFR Part 5.5)
 - i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR’S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.
- b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)

The federally-assisted construction CONTRACTOR, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;

- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

BOLTON & MENK INC
2730 FORD STREET
AMES, IA

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

Name: _____

Address: _____

By: _____
Signature

Title of Representative

ATTEST

By: _____
Signature

Title

CONTRACTOR

Name: Godbersen-Smith Construction Co.

Address: 5784 State Highway 175

PO Box 33

Ida Grove, IA 51445

By: _____
Signature

Vice President

Title of Representative

ATTEST

By: _____
Signature

Payroll Manager

Title

DOCUMENT 00511 - FOSTERING SMALL BUSINESS PARTICIPATION

TITLE 49 CFR 26.39

(This page shall be submitted for each Small Business firm)

In accordance with Section 26.39, detailed information shall be completed by the Prime Contractor for work items. The firms listed may or may not be certified DBE's.

Bidder/Offer: Name: Godbersen-Smith Construction Co.
 Address: 5784 State Highway 175
 City: Ida Grove State: Iowa Zip: 51445

Small Business Firm: Small Business Firm: RAMMS
 Address: 2235 Highland Acre Road
 City: Marshalltown State: IA Zip: 50158

Contact Person: Name: Miguel Chavarria Phone: (641) 753-2800

CERTIFICATION: Is the firm a Small Business as defined by Section 26.65?

☒ Yes☐ No

*Proof of eligibility may be requested

CERTIFIED DBE: Is the firm a Certified DBE?

☒ Yes☐ No

Work item(s) to be performed by Small Business Firm	Description of Work Item	Cost	Percentage of Total Contract
14 (partial)	pour type 1 repair panels	\$16,200	2.4%

The bidder/offeror is committed to utilizing the above-named Small Business firm for the work described above in an effort to foster Small Business participation. The estimated participation is as follows:

Small Business contract amount: \$ 16,200 Percent of total contract: 2.4 %

AFFIRMATION:

The above-named Small Business firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Miguel Chavarria Pres
 (Signature) (Title)

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

FORM TO BE COMPLETED AND SUBMITTED BY APPARENT LOW BIDDER WITHIN 5 DAYS OF BID OPENING

DOCUMENT 00511 - FOSTERING SMALL BUSINESS PARTICIPATION

TITLE 49 CFR 26.39

(This page shall be submitted for each Small Business firm)

In accordance with Section 26.39, detailed information shall be completed by the Prime Contractor for work items. The firms listed may or may not be certified DBE's.

Bidder/Offer: Name: Godbersen-Smith Construction Co.
 Address: 5784 State Highway 175
 City: Ida Grove State: Iowa Zip: 51445

Small Business Firm: Small Business Firm: Bonnie's Barricades
 Address: 1547 Michigan Street
 City: Des Moines State: IA Zip: 50314-3532

Contact Person: Name: Bonnie J. Ruggless Phone: (515) 282-8877

CERTIFICATION: Is the firm a Small Business as defined by Section 26.65?

☒ Yes ☐ No

*Proof of eligibility may be requested

CERTIFIED DBE: Is the firm a Certified DBE?

☒ Yes ☐ No

Work item(s) to be performed by Small Business Firm	Description of Work Item	Cost	Percentage of Total Contract
Item #2/Alternate 1	Traffic Control	\$7,232	1.1%

The bidder/offeror is committed to utilizing the above-named Small Business firm for the work described above in an effort to foster Small Business participation. The estimated participation is as follows:

Small Business contract amount: \$ 7,232 Percent of total contract: 1.1 %

AFFIRMATION:

The above-named Small Business firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Bonnie J. Ruggless (Signature) Bonnie J Ruggless (Title) President (Title)

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

FORM TO BE COMPLETED AND SUBMITTED BY APPARENT LOW BIDDER WITHIN 5 DAYS OF BID OPENING

PAYMENT BOND

Bond Number

929583884

PRINCIPAL (Legal Name and Business Address)
Godbersen-Smith Construction Co.
5784 State Highway 175
Ida Grove IA 51445

STATE OF INCORPORATION
Iowa

SURETY (Legal Name and Business Address)
Western Surety Company
333 S Wabash Ave, 41st Floor
Chicago IL 60604

CONTRACT NO.

AIP#3-19-0088-009

CONTRACT DATE

PENAL SUM OF BOND (Expressed in words and numerals)

Six Hundred Sixty-three Thousand Two Hundred Twenty-four & 90/100ths (\$663,224.90)

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto the City of Storm Lake, 620 Erie St. Storm Lake, IA, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: City of Storm Lake Runway 13/31 Rehabilitation

Project Location: Storm Lake, IA

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.
5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20____.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Signature: _____

Name and Title: Karen Gunderson, PR Manager
(Affix Corporate Seal)

Corporate Name: Godbersen Smith Construction Co.

Signature: _____

Name and Title: Kim Triggs, Vice President

SURETY:

ATTEST:

Signature: _____

Name and Title: Bill Shaffer, SR Asst. Manager
(Affix Seal)

Surety Name: Western Surety Company

Signature: _____

Name and Title: Nancy D. Baltutat, Attorney-in-Fact
(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Payment Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

PERFORMANCE BOND

Bond Number

929583884

PRINCIPAL *(Legal Name and Business Address)*

Godbersen-Smith Construction Co.
5784 State Highway 175
Ida Grove IA 51445

STATE OF INCORPORATION

Iowa

SURETY *(Legal Name and Business Address)*

Western Surety Company
333 S Wabash Ave, 41st Floor
Chicago IL 60604

CONTRACT NO.

AIP#3-19-0088-009

CONTRACT DATE

PENAL SUM OF BOND *(Expressed in words and numerals)*

Six Thousand Sixty-three Hundred Two Hundred Twenty-four & 90/100ths (\$663,225.90)

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto the City of Storm Lake, 620 Erie St. Storm Lake, IA, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: City of Storm Lake Runway 13/31 Rehabilitation

Project Location: Storm Lake, IA

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder,

the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.

- d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20____.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Signature: _____

Name and Title: Karen Guderson, PR Manager

(Affix Corporate Seal)

Corporate Name: Godbersen-Smith Construction Co.

Signature: _____

Name and Title: Kim Triggs, Vice President

SURETY:

ATTEST:

Signature: _____

Name and Title: Jim Shaffer, SR Act Manager

(Affix Seal)

Surety Name: Western Surety Company

Signature: _____

Name and Title: Nancy D. Baltutat, Attorney-in-Fact

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark E Keairnes, F Melvyn Hrubetz, Greg T LaMair, Nancy D Baltutat, Patrick K Duff, Jeffrey R Baker, Jill Shaffer, Joseph I Schmit, Individually

of West Des Moines, IA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature - In Unlimited Amounts - this power will remain in full force and in effect until written notification is received - and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of July, 2013.



WESTERN SURETY COMPANY

Paul T. Bruflat

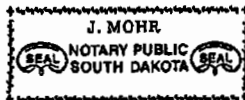
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of July, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Staff Summary

7/7/2014

Agenda Item # 13.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Ordinance No. 13-O-2013-2014 Adopting The Storm Water Ordinance, Second Reading**

BACKGROUND: The U.S. EPA, National Pollutant Discharge Elimination System (NPDES) permit administered by the Iowa Department of Natural Resources and under which the City of Storm Lake as a Municipal Separate Storm Sewer System (MS4) requires MS4 cites to have and enforce Post Construction Storm Water Runoff Ordinance.

As a condition of the MS4 permit, the City of Storm Lake must adopt and enforce a Post Construction Storm Water Control Ordinance. The City currently has an Illicit Discharge Ordinance, but needs a Storm Water Runoff Ordinance and Erosion Control Ordinance (in the works). This proposed Ordinance will provide reasonable guidance for the regulation of storm water runoff for the purpose of protecting local water resources, like the lake, from degradation. It is determined that the regulation of storm water runoff discharged from land development and other construction activities in order to control and minimize increases in storm water runoff rates and volumes, soil erosion, stream channel erosion, and non-point pollution associated with storm water runoff, is in the public's interest and will prevent threats to public health, safety and property damage.

The Storm Water Advisory Board and Planning and Zoning Board assisted in the preparation and review of the Ordinance and now recommend Council's favorable consideration. The City was assisted by EOR in the Ordinance preparation.

Council passed on First Reading June 16, 2014.

FISCAL IMPACT: Approval of this ordinance could increase developer cost but will reduce the overall cost to the City in Storm Water management, and, in the storm water utility fees charged to our citizens.

RECOMMENDATION: Pass Ordinance No. 13-O-2013-2014:

First Reading	June 16, 2014
Second Reading	July 7, 2014
Third Reading	July 21, 2014

ATTACHMENTS:

Description	Type
☐ Ordinance No. 13-O-2013-2014	Ordinance

ORDINANCE NO. 13-O-2013-2014

AN ORDINANCE ADDING TITLE 3, CHAPTER 13 OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA BY THE ADDITION OF POST-CONSTRUCTION STORMWATER CONTROL REGULATIONS

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

Section 1. A new Section 3-13-1 is hereby added to read as follows

3-13-1 Findings of Fact

1. The U.S. EPA's National Pollutant Discharge Eliminations System ("NPDES") permit program ("Program") administered by the Iowa Department of Natural Resources ("IDNR") requires that cities meeting certain demographic and environmental impact criteria obtain from the IDNR an NPDES permit for the discharge of stormwater from a Municipal Separate Storm Sewer System ("MS4") ("MS4 Permit"). The City of Storm Lake is subject to the Program and is required to obtain, and has obtained, an MS4 Permit; the City's MS4 permit is on file at the office of the City Clerk and is available for public inspection during regular office hours.
2. As a condition of the City's MS4 Permit, the City is obliged to adopt and enforce a POST-CONSTRUCTION STORMWATER CONTROL ordinance.
3. No state or Federal funds have been made available to assist the City in administering and enforcing the Program. Accordingly, the City shall fund its operations under this chapter entirely by charges imposed on the owners or developers of properties which are made subject to the Program by virtue of State and Federal law, and/or other sources of funding established by a separate ordinance.
4. Land development and associated increases in impervious cover alter the hydrologic response of local watersheds and increase stormwater runoff rates and volumes, flooding, stream channel erosion, and sediment transport and deposition; this stormwater runoff contributes to increased quantities of water-borne pollutants; and stormwater runoff, soil erosion, and non-point source pollution can be controlled and minimized through the regulation of stormwater runoff from development sites.
5. Therefore, the City of Storm Lake establishes this set of City stormwater requirements to provide reasonable guidance for the regulation of stormwater runoff for the purpose of protecting local water resources from degradation. It is determined that the regulation of stormwater runoff discharges from land development and other construction activities in order to control and minimize increases in stormwater runoff rates and volumes, soil erosion, stream channel erosion, and non-point source pollution associated with stormwater runoff is in the public interest and will prevent threats to public health, safety, and property damage.
6. The "Iowa Stormwater Management Manual" published collaboratively by the Iowa Department of Natural Resources and The Center for Transportation Research and Education at Iowa State University establishes guidelines consisting of unified sizing criteria, stormwater management designs and specifications and Best Management Practices (BMP). City hereby finds and declares that the guidelines provided for in the Iowa Stormwater Management Manual, and in future editions thereof, should be and are hereby adopted as the stormwater management standards of the City. Any BMP installation that complies with the provisions of the Iowa Stormwater Management Manual, or future editions thereof, at the time of installation shall be deemed to have been installed in accordance with this ordinance.

Section 2. A new Section 3-13-2 is hereby added to read as follows

3-13-2 Purpose

The purpose of this chapter is to adopt as the City's standards and sizing criteria and BMPs to address said standards the Guidelines, Sizing Criteria, and BMPs proposed by the Iowa Stormwater Management Manual and as specifically identified above (hereinafter collectively "City stormwater requirements") in order to protect and safeguard the general health, safety, and welfare of the public within this jurisdiction. This chapter seeks to meet that purpose through the following objectives:

1. Minimize increases in stormwater runoff from development within the City limits and fringe area in order to reduce flooding, siltation, increases in stream temperature, and stream bank erosion and maintain the integrity of stream channels;
2. Minimize increases in non-point source pollution caused by stormwater runoff from development which would otherwise degrade local water quality;
3. Minimize the total annual volume of surface water runoff which flows from any specific development project site after completion to not exceed the pre-development hydrologic regime to the maximum extent practicable; and
4. Reduce stormwater runoff rates and volumes, soil erosion, and non-point source pollution, wherever possible, through establishment of appropriate minimum stormwater management standards and BMPs and to ensure that BMPs are properly maintained and pose no threat to public safety.

Section 3. A new Section 3-13-3 is hereby added to read as follows

3-13-3 Applicability

1. This chapter is applicable to all subdivision or site plan applications meeting the Minimum square foot applicability criteria of item 2 of this section, unless eligible for an exemption or granted a waiver by the City under Section 3-13-7 of this chapter. This chapter also applies to land disturbance activities that are smaller than the minimum square foot applicability criteria specified in subsection 2 if such activities are part of a larger common plan of development that meets the minimum square foot applicability criteria specified in subsection 2, even though multiple separate and distinct land development activities may take place at different times on different schedules. In addition, all plans must also be reviewed by City of Storm Lake officials to ensure that established water quality standards will be maintained during and after development of the site and that post-construction runoff levels are consistent with any local and regional watershed plans.

2. City stormwater requirements must be met for development to be approved. City stormwater requirements apply to any development disturbing one acre (43,560 square feet) or more of land, and to any development disturbing less than one acre if the amount of impervious cover created exceeds 5,000 square feet. The following activities are exempt from this chapter:

A. Any logging and agricultural activity which is consistent with an approved soil conservation plan or a timber management plan prepared or approved by the appropriate agency, as applicable.

B. Additions or modifications to existing single-family structures.

C. Developments that do not disturb more than one acre of land provided they are not part of a larger common development plan.

D. Repairs to any stormwater BMPs deemed necessary by City.

3. When a site development plan is submitted that qualifies as a development, as defined in this chapter, decisions on permitting any appropriate on-site BMPs shall be guided by the Iowa Stormwater Management Manual. Issuance of a Construction Site Runoff Permit (CSR Permit) will be granted to development or redevelopment projects after review and approval of the site development plan by the City.

4. The site shall be designed using the Better Site Design process. Better Site Design involves techniques applied early in the design process to preserve natural areas, reduce impervious cover, distribute runoff and use pervious areas to more effectively treat stormwater runoff. Site design should address open space protection, impervious cover minimization, and runoff distribution and minimization, and runoff utilization through considerations such as:

A. Open space protection and restoration

- (1) Conservation of existing natural areas (upland and wetland)
- (2) Reforestation
- (3) Re-establishment of prairies
- (4) Restoration of wetlands
- (5) Establishment or protection of stream, shoreline and wetland buffers
- (6) Re-establishment of native vegetation into the landscape

B. Reduction of impervious cover

- (1) Reduce new impervious through redevelopment of existing sites and use of existing roadways, trails etc.
- (2) Minimize street width, parking space size, driveway length, sidewalk width
- (3) Reduce impervious surface footprint (e.g. two story buildings, parking ramp)

C. Distribution and minimization of runoff

- (1) Utilize vegetated areas for stormwater treatment (e.g. parking lot islands, vegetated areas along property boundaries, front and rear yards, building landscaping)
- (2) Direct impervious surface runoff to vegetated areas or to designed treatment areas (roofs, parking, driveways drain to pervious areas, not directly to stormsewer or other conveyances)
- (3) Encourage infiltration and soil storage of runoff through grass channels, soil compost amendment, vegetated swales, raingardens, etc.

(4) Plant vegetation that does not require irrigation beyond natural rainfall and runoff from the site

D. Runoff utilization

- (1) Capture and store runoff for use for irrigation in areas where irrigation is necessary

Information on the Better Site Design Process is available at www.cwp.org.

Section 4. A new Section 3-13-4 is hereby added to read as follows

3-13-4 Compatibility with Other Requirements

1. It is intended that this chapter be construed to be consistent with existing City Code.
2. The requirements of this chapter should be considered minimum requirements, and where any provision of this chapter imposes restrictions different from those imposed by any other chapter, rule or regulations, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.

Section 5. A new Section 3-13-5 is hereby added to read as follows

3-13-5 Permit Procedures and Requirements

1. Permit Required. No landowner or developer shall receive any of the building, grading, or other land development permits required for land disturbance activities without first meeting the requirements of this chapter prior to commencing the proposed activity.

2. Pre-application Meeting

A. Prior to the development of plans, the applicant shall request a pre-application meeting which will be facilitated by the City between the applicant, City staff, and staff of partner agencies as applicable. The meeting shall be **mandatory** prior to submission of a permit application. The purposes of the meeting are: to understand the general parameters of the proposed project; and to convey the requirement of meeting the provisions of this and other applicable ordinances.

3. Application Requirements.

A. Unless specifically exempted by this chapter, any landowner or developer desiring a permit for a land disturbance activity shall submit to the City a permit application on a form provided for that purpose.

B. Unless otherwise exempted by this chapter, a permit application must be accompanied by the following in order that the permit application be considered:

- (1) A copy of the stormwater management concept plan;
- (2) A copy of the maintenance agreement; and

- (3) A non-refundable permit review fee.

Materials shall be submitted in pdf format for ease of distribution and review.

C. The stormwater management concept plan and maintenance agreement shall be prepared to meet the requirement of this chapter, and fees shall be those established by the City by separate resolution.

4. Application Procedure.

A. Applications for land disturbance activity permits must be filed for review with the office of the Building and Planning Department on any regular business day.

B. The City shall make a determination regarding the completeness of a permit application within ten (10) business days of the receipt of the application and notify the applicant in writing if the application is not complete include the reasons the application was deemed incomplete.

C. Within fifteen (15) business days of the receipt of a complete permit application, including all documents as required by this chapter, City shall inform the applicant whether the application, plan, and maintenance agreement are approved or disapproved by the enforcement officer.

D. If the permit application, stormwater management concept plan, or maintenance agreement are disapproved, the applicant may revise the stormwater management concept plan or agreement. If additional information is submitted, the City shall have 15 business days from the date the additional information is received to inform the applicant that the stormwater management concept plan and maintenance agreement are either approved or disapproved.

E. If the permit application, stormwater management final plan, and maintenance agreement are approved by City, all appropriate land disturbance activity permits shall be issued.

5. Permit Duration. Permits issued under this section shall be valid from the date of issuance through the date City notifies the permit holder that all stormwater BMPs have passed the final inspection required under permit conditions.

6. Application Review Fees. The fee for review of any land development application shall be based on the amount of land to be disturbed at the site; the fee structure shall be established by City, and said fees shall be paid prior to the issuance of any applicable City permits. All such revenue shall be credited to a City budgetary category to support the administration of this chapter.

Section 6. A new Section 3-13-6 is hereby added to read as follows

3-13-6 Stormwater Standards

1. The following general criteria shall be incorporated into the site design for stormwater runoff to protect surface and ground water and other natural resources and other private and public property:

- A. Reduce impacts on water
- B. Decrease runoff volume
- C. Increase infiltration (groundwater recharge)

- D. Decrease flow frequency, duration, and peak runoff rates
- E. Reduce time to peak flows by increasing the time of concentration to and through storm sewers
- F. Store stormwater runoff on-site
- G. Maintain existing flow patterns
- H. Avoid natural channel and steep slope erosion as well as protect in stream habitats and channels
- I. Decrease erosion and sedimentation
- J. Preserve vegetation
- K. Preserve and replace existing topsoil in an uncompacted manner

2. The site design shall provide on-site treatment during construction and post-construction to ensure no increase in offsite peak discharge for the 1-year, 24-hour storm event (2.61 inches), the 5-year, 24-hour storm event (7.81 inches).

3. The site design shall provide on-site water quality treatment for the runoff resulting from a rainfall depth of 1.25 inches over the post-construction site area in order to reduce average annual post-development total suspended solids loadings by at least 80%.

4. The site design shall retain on-site for recharge, a portion of the water quality treatment volume calculated as a soil specific recharge factor multiplied by the volumetric runoff coefficient multiplied by the area and all divided by 12. The soil specific recharge factor is given as 0.51 for Hydrologic Soil Group (HSG) A soils, 0.34 for HSG B soils, 0.17 for HSG C soils, and 0.08 for HSG D Soils. The volumetric runoff coefficient is calculated as $0.05 + 0.009$ multiplied by the site impervious percentage. See the Iowa Stormwater Management Manual for additional clarification on the calculation.

5. Applicant shall fully attempt to comply with the standards in one through three above. For areas of the site where there is no feasible way to achieve the recharge requirement, other options may be considered by the City. Options considered and presented shall examine the merits of relocating project elements to address varying soil conditions and other constraints across the site. If full compliance is not possible, the following flexible treatment options shall be used:

A. Applicant shall document the flexible treatment options sequence starting with Alternative #1. If Alternative #1 cannot be met, then Alternative #2 shall be analyzed. If Alternative #2 cannot be met then Alternative #3 shall be met. When all of the conditions are fulfilled within an alternative, this sequence is completed.

B. Recharge techniques considered shall include infiltration, reuse & rainwater harvesting, and canopy interception & evapotranspiration and/or additional techniques included in the Iowa Stormwater Management Manual.

C. Higher priority shall be given to BMPs that include volume reduction. Secondary preference is to employ filtration techniques, followed by rate control BMPs.

D. Factors to be considered for each alternative will include:

- (1) Shallow bedrock
- (2) High groundwater
- (3) Hotspots or contaminated soils
- (4) Poor soils (infiltration rates that are too low or too high, problematic urban soils)
- (5) Excessive cost

E. Alternative #1: Applicant attempts to comply with the following conditions:

- (1) Achieve at least 0.625" volume reduction, and
- (2) Remove 75% of the annual TP (Total Phosphorous) load, and
- (3) Options considered and presented shall examine the merits of relocating project elements to address, varying soil conditions and other constraints across the site.

F. Alternative #2: Applicant attempts to comply with the following conditions:

- (1) Achieve volume reduction to the maximum extent practicable, and
- (2) Remove 60% of the annual TP load, and
- (3) Options considered and presented shall examine the merits of relocating project elements to address, varying soil conditions and other constraints across the site.

G. Alternative #3: Off-site Treatment. Off-site mitigation, as outlined in Section 3-13-7 Waivers, of the required treatment volume that cannot be provided onsite can be used to protect receiving waters.

6. To protect channels, the site shall be designed to infiltrate or provide 24 hour extended detention of the channel protection volume, defined as the 1 year, 24 hour storm per NOAA Atlas 14.

7. The site shall be designed to prevent the post development rate of runoff from exceeding the pre-development rate of runoff for a five year to 100 year storm, 24 hour storm to not exceed runoff rates equivalent to the five year predevelopment storm event per NOAA Atlas 14.

8. The site shall be designed to provide an emergency spillway and designated overflow route for the 100 year, 24 hour storm as defined by the Iowa Stormwater Management Manual. The spillway and overflow route must be able to safely pass overflows through the structure without creating damaging conditions downstream of the facility.

9. Existing topsoil must be preserved on site to be uniformly applied in an uncompacted manner to a minimum depth of four inches.

10. The site shall be designed to provide vegetated buffers for water quality protection adjacent to receiving channels and waters. Buffers shall commence at the "ordinary high water mark", or at the delineated boundary of the waterbody. Buffer widths are based on a 0-10% slope* between the activity and the water body as determined by land use and are as follows;

Residential	35 feet
Industrial	50 feet
Mid/High Density Residential & Commercial	50 feet

*Buffer width shall increase 2 feet for each percent increase in slope above 10%.

- A. Access shall be provided on each side of the buffer for maintenance.
- B. The applicant shall maintain the buffer for the first year after completion of the project.
- C. Impervious surfaces shall not be allowed in the buffer area.
- D. Fences and structures shall not be allowed in the buffer area.
- E. Where land disturbing construction activity occurs within a buffer area, and where no impervious surface is present, adequate approved native vegetative cover of 70% shall be established and maintained. The native vegetative cover shall be sufficient to provide for bank stability from upslope overland flow areas under sheet flow conditions. Non-vegetative materials such as rock riprap, may be employed on the bank as necessary to prevent erosion. Such as on steep slopes of where high velocity flows occur.
- F. BMP's such as filter strips, swales, or wet detention basins may be located in the buffer area.

Section 7. A new Section 3-13-7 is hereby added to read as follows

3-13-7 Waivers

Every applicant shall provide for stormwater management as required by this chapter, unless a written request is filed to waive implementation of BMPs, in whole or in part, and such waiver is granted. Requests to waive implementation of BMPs in whole or in part shall be submitted to City for approval.

1. A waiver of BMPs required by this chapter may be granted provided that at least one of the following conditions is established by the applicant based on authoritative written evidence satisfactory to City:

- A. The proposed development is not likely to impair attainment of the objectives of this chapter.
- B. Alternative minimum requirements for on-site management of stormwater have been established in a stormwater management final plan that has been approved by City and fully implemented.
- C. Provisions are made to manage stormwater by an off-site facility within the same watershed. The off-site facility is required to be in place, to be designed and adequately sized to provide a level of stormwater control that is equal to or greater than that which would be afforded by on-site practices,

and there is, in the City's sole judgment, a responsible entity legally obligated to monitor the performance of and maintain the efficiency of stormwater BMPs in accordance with a written and recorded maintenance agreement.

D. In instances where one of the above conditions is established, the applicant must further establish by authoritative written evidence satisfactory to City that the partial waiver will not result in any of the following impacts to downstream waterways:

- (1) Deterioration of existing culverts, bridges, dams, and other structures; or
- (2) Degradation of biological functions or habitat; or
- (3) Accelerated stream bank or streambed erosion or siltation; or
- (4) Increased threat of flood damage to public health, life, property.

2. If the City finds that a waiver is appropriate because implementation of on-site stormwater BMPs is not feasible due to the natural or existing physical characteristics of a site, or that one of the conditions specified in subsection 1 above cannot be established to a certainty, or that any averted, the applicant shall execute a binding written agreement to accomplish one or more of the following mitigation measures selected by City:

A. The purchase and donation of privately owned lands, or the grant of an easement to be dedicated for preservation and/or reconstruction of native ecosystems of lands strategically located in the watershed consistent with the purposes of this chapter, of a sufficient quantity to enable City or others to achieve City stormwater requirements with respect to a number of cubic feet of annual stormwater equivalent to the estimated number of cubic feet of annual stormwater that will not achieve City stormwater requirements as a consequence of the waiver.

B. The creation of one or more stormwater BMPs on previously developed properties, public or private, that currently lack stormwater BMPs, having a capacity to achieve City stormwater requirements with respect to a number of cubic feet of annual stormwater equivalent to the estimated number of cubic feet of annual stormwater that will not achieve City stormwater requirements as a consequence of the waiver.

C. Monetary contributions (fee in lieu) to fund stormwater management activities as identified in the City of Storm Lake's Comprehensive Stormwater Management Plan such as research and studies (e.g., regional wetland delineation studies, stream monitoring studies for water quality and macroinvertebrates, stream flow monitoring, threatened and endangered species studies, hydrologic studies, monitoring of stormwater BMPs, and stream corridor stabilization practices). The monetary contribution required shall be in accordance with a fee schedule (unless the developer and the City agree on a greater alternate contribution) established by City, based on the estimated cost savings to the developer resulting from the waiver and the estimated future costs to City to achieve City stormwater requirements with respect to a number of cubic feet of annual stormwater equivalent to the estimated number of cubic feet of annual stormwater that will not achieve City stormwater requirements as a consequence of the waiver. All of the monetary contributions shall be credited to an appropriate capital improvements program project, and shall be made by the developer prior to the issuance of any building permit for the development.

D. Dedication of land or granting of an easement by the applicant of a value equivalent to the cost to City of the construction of an off-site stormwater management facility sufficient to achieve City stormwater requirements with respect to a number of cubic feet of annual stormwater equivalent to the

estimated number of cubic feet of annual stormwater that will not achieve City stormwater requirements as a consequence of the waiver. The agreement shall be entered into by the applicant and City prior to the recording of plats or, if no record plat is required, prior to the issuance of the building permit.

E. Factors that may generate waivers:

- (1) Shallow Bedrock
- (2) High Groundwater
- (3) Hotspots or contaminated soils
- (4) Excessive Cost

Section 8. A new Section 3-13-8 is hereby added to read as follows

3-13-8 Approval of Stormwater Management Concept Plan

No application for development will be accepted unless it includes a stormwater management concept plan detailing in concept how runoff and associated water quality impacts resulting from the development will be controlled or managed. The stormwater management concept plan shall:

1. Be prepared by a licensed professional engineer or landscape architect or individual credentialed in a manner satisfactory to the City.
2. Indicate whether stormwater will be managed on site or off site and, if on site, the general location and type of practices, with clear citations to the Iowa Stormwater Management Manual.
3. Include a signed and dated certification under penalty of perjury by the preparer of the stormwater management concept plan that it complies with all requirements of this chapter, meets the design requirements outlined in the Iowa Stormwater Management Manual and is designed to achieve City stormwater requirements, and that the City is entitled to rely upon the certification as due diligence on the part of City.
4. Include sufficient information (e.g., maps, hydrologic calculations, etc.) to evaluate the environmental characteristics of the project site, the potential impacts of all proposed development of the site, both present and future, on the water resources, and the effectiveness and acceptability of the stormwater BMPs proposed for managing stormwater generated at the project site. The intent of this conceptual planning process is to determine the type of stormwater BMPs necessary for the proposed project, and ensure adequate planning for management of stormwater runoff from future development. To accomplish this goal, the following information shall also be included in the stormwater management concept plan.
 - A. A USDA soils map identifying soil types, hydrologic soil groups and hydric soils. Soil borings will be required where infiltration practices are proposed.

B. A map (or maps) indicating the location of existing and proposed buildings, roads, parking areas, utilities, structural stormwater management and sediment and erosion BMPs. The map(s) will also clearly show proposed land use with tabulation of the percentage of surface area to be adapted to various uses; drainage patterns; locations of utilities, roads, and easements; and the limits of clearing and grading. A written description of the site plan and justification of proposed changes in natural conditions may also be required. A copy of the current SWPPP may satisfy this requirement.

C. Sufficient engineering analysis to show that the proposed BMPs are capable of achieving City stormwater requirements for the site in compliance with this chapter.

D. A written or graphic inventory of the natural resources at the site and surrounding area as it exists prior to the commencement of the project and a description of the watershed and its relation to the project site. This description should include a discussion of forest cover, topography, wetlands, and other native vegetative areas on the site. Particular attention should be paid to environmentally sensitive areas that provide particular opportunities or constraints for development.

E. A written description of the required maintenance burden for any proposed BMPs.

F. The City may also require a concept plan to consider the maximum development potential of a site under existing zoning, regardless of whether the applicant presently intends to develop the site to its maximum potential.

G. For development occurring on a previously developed site, an applicant shall be required to include within the stormwater management concept plan BMPs for controlling existing stormwater runoff discharges from the site in accordance with this chapter.

5. The stormwater management concept plan shall be referred for comment to all other interested agencies, and any comments must be addressed in a stormwater management final plan.

Section 9. A new Section 3-13-9 is hereby added to read as follows

3-13-9 Approval of Stormwater Management Final Plan

No building, grading, or sediment control permit shall be issued until a satisfactory stormwater management final plan (or a waiver thereof) shall have undergone a review and been approved by the City after determining that the plan or waiver is consistent with the requirements of this chapter. After review of the stormwater management concept plan, and modifications to that plan as deemed necessary by City, a stormwater management final plan must be submitted to the City for approval. The stormwater management final plan, in addition to the information included in the stormwater management concept plan, shall:

1. Be prepared by a licensed professional engineer or landscape architect or individual credentialed in a manner satisfactory to the City.

2. Indicate whether stormwater will be managed on site or off site and, if on site, the general location and type of practices, with clear citations to the Iowa Stormwater Management Manual.

3. Include a signed and dated certification under penalty of perjury by the preparer of the stormwater management final plan that it complies with all requirements of this chapter and the Iowa

Stormwater Management Manual, meets the submittal requirements outlined in the Iowa Stormwater Management Manual designed to achieve City stormwater requirements, and that City is entitled to rely upon the certification as due diligence on the part of City.

4. The stormwater management final plan shall also include:

A. A detailed summary of how and why the stormwater management final plan differs, if at all, from the stormwater management concept plan previously submitted.

B. Contact information, including but not limited to the name, address, and telephone number of all persons having a legal interest in the property and the tax reference number and parcel number of the property or properties affected.

C. Topographic base map, consisting of a 1"= 200' topographic base map, of the site which extends a minimum of 300 feet beyond the limits of the proposed development and indicates existing surface water drainage including streams, ponds, culverts, ditches, and wetlands; current land use including all existing structures; locations of utilities, roads, and easements; and significant natural and manmade features not otherwise shown.

D. Hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in the Iowa Stormwater Management Manual. Such calculations shall include:

- (1) description of the design storm frequency, intensity and duration;
- (2) time of concentration;
- (3) soil curve numbers or runoff coefficients;
- (4) peak runoff rates and total runoff volumes for each watershed area;
- (5) infiltration rates, where applicable;
- (6) culvert capacities;
- (7) flow velocities;
- (8) data on the increase in rate and volume of runoff for the design storms referenced as referenced in the NOAA Atlas 14, Volumes 8 and 9 (April 2013); and
- (9) documentation of sources for all computation methods and field test results.

E. If a stormwater BMP depends on the hydrologic properties of soils (e.g., infiltration basins), then a soils report shall be submitted. The soils report shall be based on on-site boring logs or soil pit profiles. The number and location of required soil borings or soil sites shall be determined based on what is needed to determine the suitability and distribution of soil types present at the location of the BMP. Borings shall be a minimum of 5' below the subgrade of the practice for small practices and 20' below the subgrade of large infiltration basins.

F. A maintenance and repair plan for all stormwater BMPs including detailed maintenance and repair

procedures to ensure their continued efficient function. These plans will identify the parts or components of a stormwater BMP that need to be maintained and the equipment and skills or training necessary. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures shall be included in the plan.

G. A detailed landscaping plan for management of vegetation at the site after construction is finished, including who will be responsible for the maintenance of vegetation at the site and what practices will be employed to ensure that adequate vegetative cover is preserved. This plan must be prepared by a registered landscape architect, landscape designer, or by an individual credentialed in a manner satisfactory to the City.

H. Proof of permanent recorded maintenance easements that will ensure access to all stormwater BMPs at the site for the purpose of inspection and repair. These easements will be recorded with the stormwater management final plan and will remain in effect even with transfer of title to the property.

I. Proof of a recorded maintenance agreement binding on all subsequent owners of land served by stormwater BMPs to ensure maintenance and repair in accordance with the specifications of this chapter.

J. Copies of all existing Stormwater Pollution Prevention Plans (SWPPP's) current as of the date of submission of the stormwater management final plan for all construction activities related to implementing any on-site stormwater BMPs.

K. Proof that the applicant has acquired all other applicable environmental permits for the site, or that no other such permits are required, prior to submission of the stormwater management final plan to the City.

Section 10. A new Section 3-13-10 is hereby added to read as follows

3-13-10 Performance Security or Bond

1. The City shall require the submittal of an installation performance security or bond prior to issuance of a permit in order to ensure that the stormwater BMPs are installed by the permit holder as required by the approved stormwater management final plan.

2. The amount of the installation performance security or bond shall be the total estimated construction cost of the stormwater BMPs approved under the permit, plus 25%. The installation performance security or bond shall contain forfeiture provisions for failure to complete work specified in the stormwater management final plan.

3. The installation performance security or bond shall be released in full only upon submission of "as-built plans" of all stormwater BMPs specified in the stormwater management final plan and written certification by a professional engineer that the stormwater BMPs have been installed in accordance with the approved stormwater management final plan and other applicable provisions of this chapter. The City will make a final inspection of stormwater BMPs to ensure compliance with the approved stormwater

management final plan and the provisions of this chapter. Provisions for a partial pro rata release of the installation performance security or bond based on the completion of various development stages can be made at the discretion of City.

4. The installation performance security or bond shall inure only to the benefit of the City for purposes of completing, modifying, or correcting the stormwater BMPs to comply with this chapter.

Section 11. A new Section 3-13-11 is hereby added to read as follows

3-13-11 Construction Inspection

1. The applicant must notify the City in advance before the commencement of construction. Regular inspections of construction of the stormwater BMPs shall be conducted by City of City's designated representative. Inspections will be conducted before any land disturbing activity begins, at the time of footing inspections, at the completion of the project; and prior to the release of financial securities. All inspections shall be documented and written reports prepared that contain the following information:

- A. The date and location of the inspection; and
- B. Whether construction is in compliance with the approved stormwater management concept plan; and
- C. Variations, if any, from the approved stormwater management concept plan.

2. If any violations are found, the applicant shall be notified in writing of the nature of the violation and the required corrective actions. No additional work shall proceed until any violations are corrected and all work previously completed has received approval by City.

3. After construction is completed, applicants are required to submit actual "as-built" drawings satisfactory to City for any stormwater BMPs located on site. The drawings must show the final design specifications for all stormwater BMPs and must be certified by a professional engineer. A final inspection by City is required before the release of the installation performance security or bond can occur.

4. Landscaping and stabilization shall be accomplished to prevent violation of City stormwater requirements or impairment of BMPs. In addition, a landscaping plan must be submitted with the final as-built drawings describing the vegetative stabilization and management techniques to be used at a site after construction is completed. This plan will explain not only how the site will be stabilized after construction, but who will be responsible for the maintenance of vegetation at the site and what practices will be employed to ensure that adequate vegetative cover is preserved. This plan must be prepared by a registered landscape architect, landscape designer, or by and individual credentialed in a manner acceptable to the City.

Section 12. A new Section 3-13-12 is hereby added to read as follows

3-13-12 Maintenance and Repair of Stormwater BMPS

The applicant or owner of every site or an assignee qualified pursuant to Section 3-13-11 shall be responsible for providing as built drawings at the completion of the project and maintaining as-built stormwater BMPs in an effective state as determined in the sole judgment of City for 10 years from and after completion of construction.

1. Maintenance and Repair Easement. Prior to the issuance of any permit for development involving

any stormwater BMP, the applicant or owner of the site must execute a maintenance and repair easement agreement that shall be binding on all subsequent owners of land served by the stormwater BMP. The agreement shall provide for access to the BMP and the land it served at reasonable times for periodic inspection by City or City's designee and for regular or special assessments of property owners to ensure that the BMP is maintained in proper working condition to meet City stormwater requirements. The easement agreement shall be recorded by City at the expense of the permit holder or property owners.

2. Maintenance Covenants.

A. Maintenance of all stormwater BMPs shall be ensured through the creation of a formal maintenance covenant that must be approved by the City and recorded prior to the stormwater management final plan approval. As part of the covenant, a schedule shall be developed for when and how often maintenance will occur to ensure proper function of the stormwater BMPs. The covenant shall also include plans for periodic inspections to ensure proper performance of the BMPs between scheduled cleanouts.

B. The City, in lieu of a maintenance covenant, may at its discretion, accept dedication of any existing or future stormwater BMP to include City responsibility for maintenance and repair, provided that: the maintenance and repair of such element will not impose an undue burden on other City taxpayers who enjoy little if any benefit from the BMP; the BMP meets all the requirements of this chapter; and the dedication includes adequate and perpetual access and sufficient area, by easement or otherwise, of inspection and regular maintenance.

3. Requirements for Maintenance Covenants. All stormwater BMPs must undergo, at the minimum, an annual inspection to document maintenance and repair needs and ensure compliance with the requirements of this chapter and accomplishment of its purposes. These needs may include (but are not limited to) removal of sediment build up, litter, and other debris from all stormwater treatment and conveyance facilities including ponds, infiltration basins, raingardens, catch basins, inlets, and drainage pipes, grass cutting and vegetation removal, and necessary replacement of landscape vegetation. Any maintenance or repair needs detected must be corrected by the developer or entity responsible under a written maintenance agreement in a timely manner, as determined by City, and the inspection and maintenance requirement may be increased as deemed necessary to ensure proper functioning of the stormwater BMPs.

4. Inspection of Stormwater BMPs. Inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants, inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of State or Federal water or sediment quality standards or the NPDES stormwater permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in stormwater BMPs, and evaluating the condition of stormwater BMPs.

5. Right of Entry for Inspection. When any new stormwater BMP is installed on private property, or when any new connection is made between private property and a public stormwater management facility, sanitary sewer or combined sewer, the property owner shall grant to City the right to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when City has a reasonable basis to believe that a violation of this chapter is occurring or has

occurred, and to enter when necessary for abatement of a public nuisance or correction of a violation of this chapter.

6. **Records of Installation and Maintenance and Repair Activities.** Parties responsible for the operation and maintenance of stormwater BMPs shall submit to the City Engineer an annual maintenance and inspection report including all records of the installation and of all maintenance and repairs conducted. At the completion of the 5th year, an updated as built drawing will be required. The responsible parties shall retain the records for at least five (5) years or longer if the City Inspector deems it necessary. These records shall be made available to City during inspection of the facility and at other reasonable times upon request.

7. **Failure to Maintain Stormwater BMPs.** If a responsible party fails or refuses to meet the requirements of the maintenance covenant or any provision of this chapter, the City, after reasonable notice, may correct a violation by performing all necessary work to place the BMP in proper working condition. In the event that the stormwater BMP becomes a danger to public safety or public health, the City shall notify the party responsible for maintenance of the stormwater BMP in writing. Upon receipt of that notice, the responsible person shall have thirty (30) days to effect maintenance and repair of the stormwater BMP in an approved manner. After proper notice, the City may assess, jointly and severally, the owners of the stormwater BMP or the property owners or the parties responsible for maintenance under any applicable written agreement for the cost of repair work and any penalties; and the cost of the work shall be a lien on the property, or prorated against the beneficial users of the property, and may be placed on the tax bill and collected as ordinary taxes.

The applicant or owner of every site or an assignee qualified pursuant to Section 3-13-12 shall be responsible for providing as built drawings at the completion of the project and maintaining as-built stormwater BMPs in an effective state as determined in the sole judgment of City for 10 years from and after completion of construction.

1. **Maintenance and Repair Easement.** Prior to the issuance of any permit for development involving any stormwater BMP, the applicant or owner of the site must execute a maintenance and repair easement agreement that shall be binding on all subsequent owners of land served by the stormwater BMP. The agreement shall provide for access to the BMP and the land it served at reasonable times for periodic inspection by City or City's designee and for regular or special assessments of property owners to ensure that the BMP is maintained in proper working condition to meet City stormwater requirements. The easement agreement shall be recorded by City at the expense of the permit holder or property owners.

2. **Maintenance Covenants.**

A. Maintenance of all stormwater BMPs shall be ensured through the creation of a formal maintenance covenant that must be approved by the City and recorded prior to the stormwater management final plan approval. As part of the covenant, a schedule shall be developed for when and how often maintenance will occur to ensure proper function of the stormwater BMPs. The covenant shall also include plans for periodic inspections to ensure proper performance of the BMPs between scheduled cleanouts.

B. The City, in lieu of a maintenance covenant, may at its discretion, accept dedication of any existing or future stormwater BMP to include City responsibility for maintenance and repair, provided that: the maintenance and repair of such element will not impose an undue burden on other City taxpayers who enjoy little if any benefit from the BMP; the BMP meets all the requirements of this chapter; and the dedication includes adequate and perpetual access and sufficient area, by easement or otherwise, of

inspection and regular maintenance.

3. Requirements for Maintenance Covenants. All stormwater BMPs must undergo, at the minimum, an annual inspection to document maintenance and repair needs and ensure compliance with the requirements of this chapter and accomplishment of its purposes. These needs may include (but are not limited to) removal of sediment build up, litter, and other debris from all stormwater treatment and conveyance facilities including ponds, infiltration basins, raingardens, catch basins, inlets, and drainage pipes, grass cutting and vegetation removal, and necessary replacement of landscape vegetation. Any maintenance or repair needs detected must be corrected by the developer or entity responsible under a written maintenance agreement in a timely manner, as determined by City, and the inspection and maintenance requirement may be increased as deemed necessary to ensure proper functioning of the stormwater BMPs.

4. Inspection of Stormwater BMPs. Inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants, inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of State or Federal water or sediment quality standards or the NPDES stormwater permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in stormwater BMPs, and evaluating the condition of stormwater BMPs.

5. Right of Entry for Inspection. When any new stormwater BMP is installed on private property, or when any new connection is made between private property and a public stormwater management facility, sanitary sewer or combined sewer, the property owner shall grant to City the right to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when City has a reasonable basis to believe that a violation of this chapter is occurring or has occurred, and to enter when necessary for abatement of a public nuisance or correction of a violation of this chapter.

6. Records of Installation and Maintenance and Repair Activities. Parties responsible for the operation and maintenance of stormwater BMPs shall submit to the City Engineer an annual maintenance and inspection report including all records of the installation and of all maintenance and repairs conducted. At the completion of the 5th year, an updated as built drawing will be required. The responsible parties shall retain the records for at least five (5) years or longer if the City Inspector deems it necessary. These records shall be made available to City during inspection of the facility and at other reasonable times upon request.

7. Failure to Maintain Stormwater BMPs. If a responsible party fails or refuses to meet the requirements of the maintenance covenant or any provision of this chapter, the City, after reasonable notice, may correct a violation by performing all necessary work to place the BMP in proper working condition. In the event that the stormwater BMP becomes a danger to public safety or public health, the City shall notify the party responsible for maintenance of the stormwater BMP in writing. Upon receipt of that notice, the responsible person shall have thirty (30) days to effect maintenance and repair of the stormwater BMP in an approved manner. After proper notice, the City may assess, jointly and severally, the owners of the stormwater BMP or the property owners or the parties responsible for maintenance under any applicable written agreement for the cost of repair work and any penalties; and the cost of the work shall be a lien on the property, or prorated against the beneficial users of the property, and may be placed on the tax bill and

collected as ordinary taxes.

Section 13. A new Section 3-13-13 is hereby added to read as follows

3-13-13 Enforcement and Penalties

1. Violation of any provision of this chapter may be enforced by civil action including an action for injunctive relief. In any civil enforcement action, administrative or judicial, the City shall be entitled to recover its attorneys' fees and costs from a person who is determined by a court of competent jurisdiction to have violated this chapter.
2. The City may issue a stop work order for violation of any provision of this chapter. The stop work order shall remain in effect until the violation is corrected and a subsequent inspection completed.
3. Violation of any provision of this chapter may also be enforced as a municipal infraction within the meaning of Section 364.22 of the Code of Iowa, pursuant to Chapter 4 of this Code of Ordinances.
4. Enforcement pursuant to this section shall be undertaken by City upon the advice and consent of the City Attorney or other counsel employed by City.
5. Any violator may be required to restore land to its undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, the City may take necessary corrective action, the cost of which shall become a lien upon the property until paid.
6. Occupancy permits shall not be granted until all stormwater BMPs have been inspected and approved by City.

Section 14. A new Section 3-13-14 is hereby added to read as follows

3-13-14 Appeal

Administrative decisions by City staff and enforcement actions may be appealed by the developer or property owner to the City Council pursuant to the following rules:

1. The appeal must be filed in writing with the City Clerk within five (5) business days of the decision or enforcement action.
2. The written appeal shall specify in detail the action appealed from, the errors allegedly made by the enforcement officer giving rise to the appeal, a written summary of all oral and written testimony the applicant intends to introduce at the hearing, including the names and addresses of all witnesses the applicant intends to call, copies of all documents the applicant intends to introduce at the hearing, and the relief requested.
3. The enforcement officer shall specify in writing the reasons for the enforcement action, a written summary of all oral and written testimony the enforcement officer intends to introduce at the hearing, including the names and addresses of all witnesses the enforcement officer intends to call, and copies of all documents the enforcement officer intends to introduce at the hearing.
4. The City Clerk shall notify the applicant and the enforcement officer by ordinary mail and shall give public notice, in accordance with Chapter 21 of the Code of Iowa, of the date, time, and place for the regular or special meeting of the City Council at which the hearing on the appeal shall occur. The hearing shall be scheduled for a date not less than four (4) or more than twenty (20) days after the filing of the

appeal. The rules of evidence and procedure and the standard of proof to be applied shall be the same as provided by Chapter 17A, Code of Iowa. The applicant may be represented by counsel at the applicant's expense. The enforcement officer may be represented by the City Attorney or by an attorney designated by the City Council at City expense.

5. The decision of the City Council shall be rendered in writing and may be appealed to the Iowa District Court.

Section 15. A new Section 3-13-15 is hereby added to read as follows

3-13-15 Definitions

Terms in this chapter, other than those defined below, shall have the meanings set out in the Iowa Stormwater Management manual.

1. "Applicant" means a property owner or agent of a property owner who has filed an application for a stormwater management permit.
2. "Best Management Practice (BMP)" is a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in the most cost-effective manner. BMPs can be either Non Structural (planning, watershed management, practice design, etc.) or Structural (Engineered and constructed) systems that are used to treat the stormwater.
3. "Buffer" is a vegetative area, including trees, shrubs, and herbaceous vegetation, that exists or is established to protect a stream system, lake, or reservoir area. Alteration of the natural area is strictly limited.
4. "Building" means any structure, either temporary or permanent, having walls and a roof, designed for the shelter of any person, animal, or property, and occupying more than 100 square feet of area.
5. "City stormwater requirements" means the standards, sizing criteria, BMPs and other requirements established in this chapter.
6. "Dedication" means the deliberate appropriation of property by its owner for general public use.
7. "Developer" means a person, persons, or entity who undertakes land disturbance activities.
8. "Development or "Redevelopment means either:
 - A. Land disturbance activity exceeding one acre (43,560 square feet) on land previously vacant of buildings or largely free of previous land disturbance activity other than traditional agricultural activities; or
 - B. Land disturbance activity exceeding one acre (43,560 square feet) in areas where existing land use is high density commercial, industrial, institutional or multi-family residential (a.k.a. "redevelopment").
9. "Drainage easement" means a legal right granted by a landowner to a grantee allowing the use of private land for stormwater management purposes. Public easements shall be maintained by the City of Storm Lake. Private easements shall be maintained by the private owners of the project.

10. "Enforcement officer" means that person designated by the City having responsibility for administration and enforcement of this chapter.
11. "Excessive Cost" means Practice cost greater than an amount as set by resolution of the City Council per impervious acre.
12. "Fee in lieu" means a payment of money in place of achieving or exceeding all or part of City stormwater requirements.
13. Infiltration Based Practices means that at a minimum the water quality volume moves through the soil media to provide filtration.
14. "Iowa Stormwater Management manual" means the current Iowa Stormwater Management Manual publication, by whatever name, as amended from time to time by Iowa Department of Natural Resources in collaboration with Iowa Stormwater Education Program and other partners that recommends Stormwater Management Guidelines and Uniform Sizing Criteria and BMPs designed to address said Guidelines.
15. "Land disturbance activity" means any activity which changes the volume or peak flow discharge rate of rainfall runoff from the land surface. This may include the grading, digging, cutting, scraping, or excavating of soil, placement of fill materials, paving, construction, substantial removal of vegetation, or any activity which bares soil or rock or involves the diversion or piping of any natural or man-made watercourse.
16. "Landowner" means the legal or beneficial owner of land, including those holding the right to purchase or lease the land, or any other person holding proprietary rights in the land.
17. "Maintenance agreement" means a legally recorded document that acts as a property deed restriction, and which provides for long-term maintenance of stormwater BMPs.
18. "Native Vegetation" refers to vegetation originating naturally in this region of the state. Native vegetation is not to be confused with all existing vegetation.
19. "Predevelopment Condition" shall be considered the greater of the rainfall at which direct runoff begins using the curve number for a meadow in good condition, or the 1-year, 24-hour storm event per the Iowa Stormwater Management Manual.
20. "Stormwater management" means the use of BMPs that are designed in accordance with City stormwater requirements to reduce stormwater runoff pollutant loads, discharge volumes, peak flow discharge rates, and detrimental changes in stream temperature that affect water quality and habitat.
21. "Stormwater Pollution Prevention Plan" (SWPPP) means a plan that is designed to minimize the accelerated erosion, sediment, and other pollutant runoff at a site during construction activities.
22. "TP (Total Phosphorous)" means the total concentration of all forms of phosphorus found in a water sample.

Section 17. This ordinance shall be in full force and effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

7/7/2014
Agenda Item # 14.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Motion To Approve A Lot Split On City Of Storm Lake Property**

BACKGROUND: The City of Storm Lake is planning on recording a lot split for a parcel the City owns that is located adjacent to the Storm Lake 3rd Addition subdivision. The parcel, 10-34-256-001, will be split 17.06 feet wide, 2,125 square feet, and directly adjacent to Lot 4 from the Storm Lake 3rd Addition.

The City of Storm Lake has been working on an agreement with Habitat For Humanity for the donation of the portion of the lot split, Lot 4, and Lot 5 from the Storm Lake 3rd Addition Subdivision. Within this agreement, Lot 4 and the lot split portion will be treated as one residential lot so all Zoning Ordinance regulations will be in compliance.

The Plat of Survey for the lot split is attached to this staff summary.

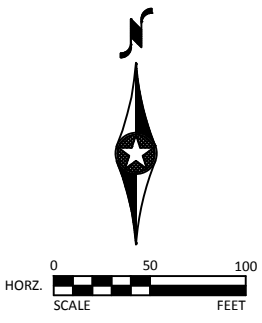
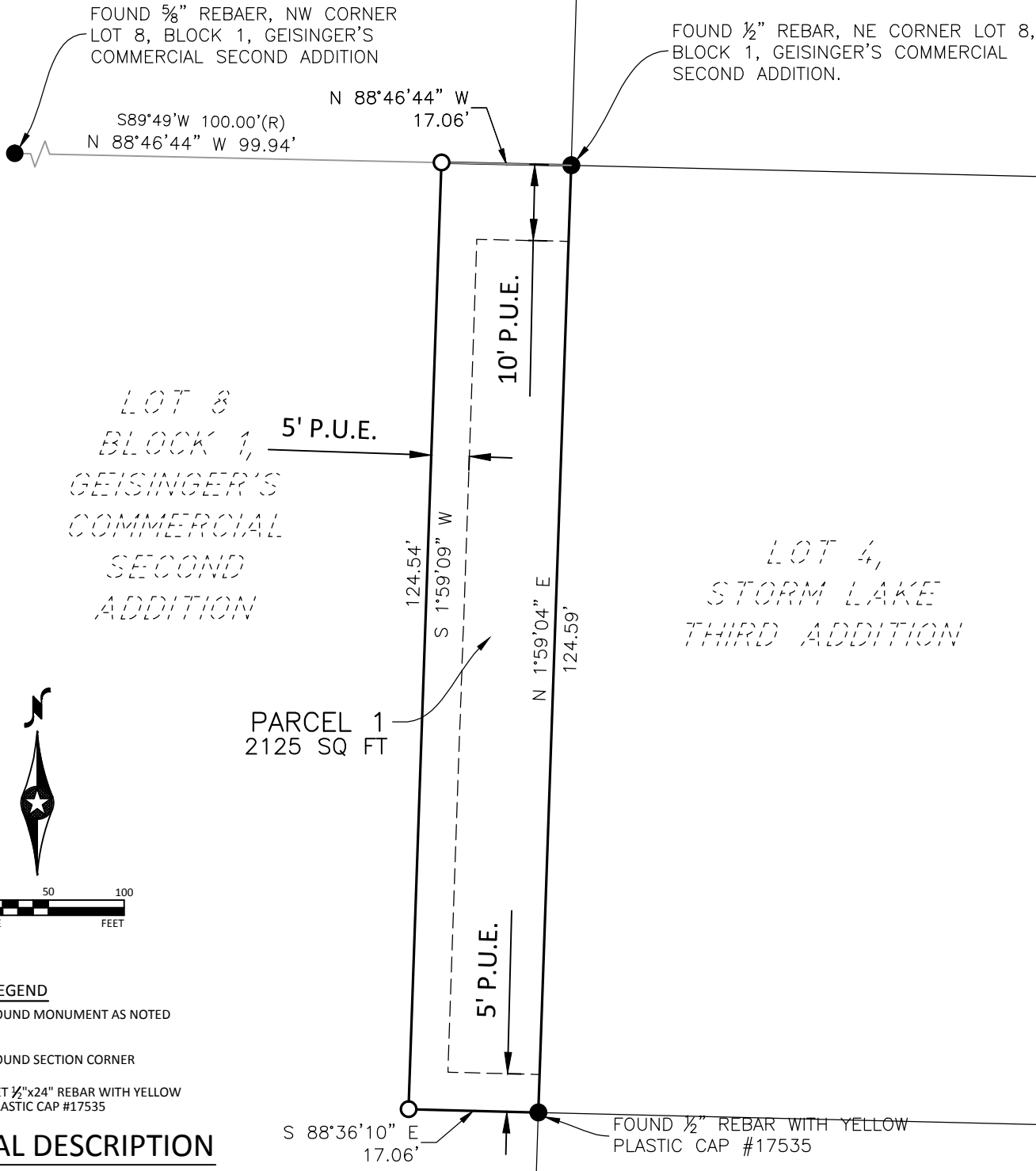
FISCAL IMPACT: The fiscal impact would be the completion of this lot split.

RECOMMENDATION: Approve the Motion for the Lot Split on Property Owned by the City of Storm Lake.

ATTACHMENTS:

Description	Type
Lot Split Layout	Map
General Location Map	Map

PREPARED BY AND RETURN TO: EUGENE DREYER BOLTON & MENK, INC. 2730 FORD STREET AMES, IA (515) 233-6100



- LEGEND**
- FOUND MONUMENT AS NOTED
 - ▲ FOUND SECTION CORNER
 - SET 1/2"x24" REBAR WITH YELLOW PLASTIC CAP #17535

LEGAL DESCRIPTION

A PART OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID LOT 8; THENCE N 88°46'44" W, 17.06 FEET ALONG THE NORTH LINE OF SAID LOT 8; THENCE S 01°59'09" W, 124.54 FEET; THENCE S 88°36'10" E, 17.06 FEET TO THE EAST LINE OF SAID LOT 8; THENCE N 01°59'04" E 124.59 FEET ALONG THE EAST LINE OF SAID LOT 8 TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 2125 SQUARE FEET.

	I hereby certify that this land surveying document was prepared by me and the related field work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa	
	EUGENE R. DREYER L.S.	
	REG. NO. 17535	DATE: _____
	MY LICENSE RENEWAL DATE IS DECEMBER 31, 2014 PAGES OR SHEETS COVERED BY THIS SEAL: SHEET 1 OF 1	

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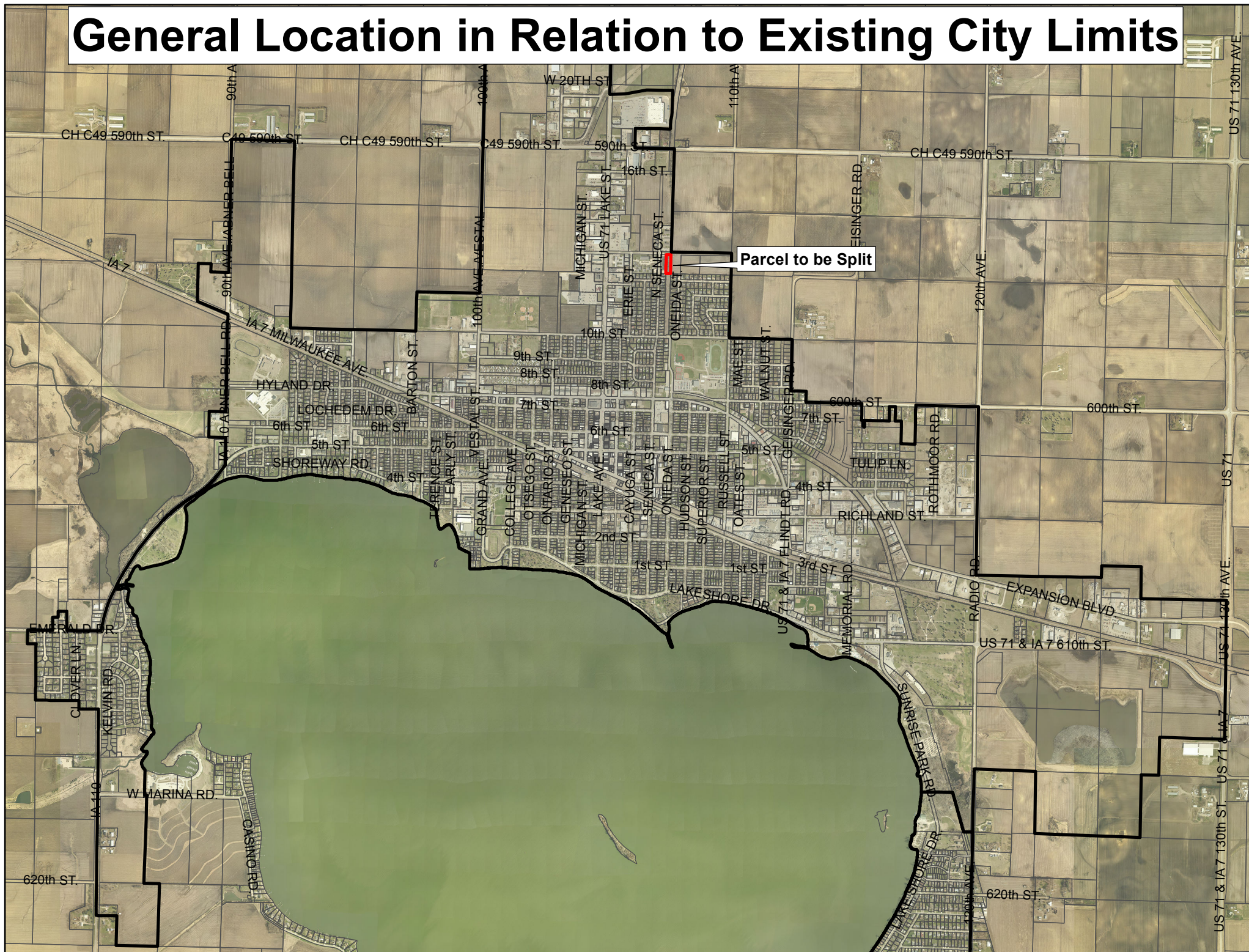
	PLAT OF SURVEY FOR LOT SPLIT PURPOSES
	BOLTON & MENK, INC. Consulting Engineers & Surveyors
	1900 NORTH GRAND AVE, P.O. BOX 275 SPENCER, IOWA 51301 (712)-580-5075

OWNER:
CITY OF STORM LAKE, IOWA
P.O. BOX 1086 / 620 ERIE STREET
STORM LAKE, IA 50588

FOR: CITY OF STORM LAKE, IOWA

JOB NUMBER: P11.106745

General Location in Relation to Existing City Limits



Staff Summary

7/7/2014
Agenda Item # 15.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Motion To Cancel Addendum Agreement**

BACKGROUND: When the City Attorney was reviewing the abstract prepared for the Storm Lake 3rd Addition Subdivision, he saw there was an easement granted to the City from 1976 to allow a sanitary sewer main to run on the property. There was also an addendum to an easement in which the City agreed to allow the owners and all of the owner's successors to hook up to the sanitary sewer line. The addendum also stated if the City ever assessed any work on the sanitary sewer the owners and their successors would not be assessed.

The City Attorney recommended canceling this addendum since the City of Storm Lake is now the owner of the property and holds the easement.

FISCAL IMPACT: None

RECOMMENDATION: Approve the Motion to cancel the addendum agreement

ATTACHMENTS:

Description	Type
 Cancellation of Addendum to Agreement	Backup Material

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

CANCELLATION OF ADDENDUM TO AGREEMENT

The City of Storm Lake, Iowa, (the "City") as present owner of the following-described real estate situated in Buena Vista County, Iowa:

A part of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Beginning at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 00°20' East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 89°58' East a distance of 150.00 Feet; thence South 00°20' West a distance of 400.00 Feet to the South line of said NE $\frac{1}{4}$ and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South 89°58' West along the South line of said Northeast Quarter (NE $\frac{1}{4}$) a distance of 150.00 Feet to the place of beginning.

AND, A part of the East Half (E $\frac{1}{2}$) Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Beginning at the Southeast Corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE $\frac{1}{4}$ a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance

of 400.0 Feet to the South line of said NE ¼ and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE ¼ a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres,

(the “Real Estate”), and as Grantee under an Agreement (the “Agreement”) dated August 30, 1976, and recorded at Book 21, Pages 645 through 649, in the Buena Vista County Recorder’s Office as well as Grantee under an Addendum to Agreement (the “Addendum”) dated September 14, 1976, and recorded at Book 21, Pages 642 through 644 in the Buena Vista County Recorder’s Office, hereby declares and agrees as follows:

1. The Addendum is cancelled, effective immediately.
2. The Agreement remains in full force and effect and will remain binding on the City’s successors in interest with respect to each and every part of the Real Estate that is subject to the terms of the Agreement.

The intent of this Cancellation of Addendum to Agreement is to cancel any benefits of the Addendum that would accrue to the Grantors under the Addendum, their heirs, successors or assigns, to eliminate all requirements or restrictions imposed on the City under the Addendum, and to preserve all rights and obligations of the City under the Agreement pertaining to the permanent easement granted to the City in the Agreement.

Dated: _____

Jon F. Kruse, Mayor of the City of Storm Lake, Iowa

ATTEST:

Justin Yarosevich, City Clerk of the City of Storm Lake, Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

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

Notary Public

Staff Summary

7/7/2014

Agenda Item # 16.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Resolution No. 07-R-2014-2015_Request For Approval On A Final Plat For A Major Subdivision By The City Of Storm Lake**

BACKGROUND: Attached to this staff summary is the final plat information for the Storm Lake 3rd Addition, a City owned subdivision featuring 24 residential lots, a park, and a four acre storm water pond. We envision this subdivision to be a mid price range subdivision that would be developed in three distinct phases, with phase one being constructed in 2014 pending approvals.

The park component would be developed in phase 2. The park along with the area for the storm water pond will be zoned PO: Park, Recreation, and Open Space while the rest of the subdivision will remain the current R-1: Low Density Residential zoning district.

The attached final plat identifies the final layout and design of the subdivision including the utilities (Water, Sanitary Sewer and Storm Water). Sidewalks are included in the subdivision as well as utility easements and a public utility easement area separate from the city's utility corridor.

On April 28th the Planning and Zoning Commission recommended approval of the Preliminary Plat to the City Council. On May 5th the Storm Lake City Council approved the Preliminary Plat for the Storm Lake 3rd Addition. At their meeting of June 30th, the Planning and Zoning Commission reviewed the final plat and recommended the City Council approve the final plat.

Staff will be present to overview the subdivision at the meeting and answer any questions that the City Council has regarding the Final Plat.

FISCAL IMPACT: The cost estimate for this subdivision is estimated to be approximately \$1,155,000. The City would expect that this subdivision would be funded in part by lot sales as well as Tax Increment Financing and utility revenues.

RECOMMENDATION: Adopt Resolution No. 07-R-2014-2015

ATTACHMENTS:

Description	Type
 Dedication of Plat	Backup Material
 Final Plat Storm Lake 3rd Addition Major Subdivision	Map
 Documents Accompanying Final Plat	Backup Material
 Resolution & Certification of Planning and Zoning Commission	Backup Material
 Resolution of City Council	Backup Material
 Certification of City Council Resolution	Backup Material
 Application Form	Application

DEDICATION OF PLAT
STORM LAKE 3RD ADDITION

By: The City of Storm Lake, Iowa

To: The Public

The City of Storm Lake, Iowa, an Iowa municipal corporation, hereby declares that the following described real estate located in Storm Lake, Buena Vista County, Iowa, to-wit:

A part of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Beginning at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 00°20' East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 89°58' East a distance of 150.00 Feet; thence South 00°20' West a distance of 400.00 Feet to the South line of said NE $\frac{1}{4}$ and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South 89°58' West along the South line of said Northeast Quarter (NE $\frac{1}{4}$) a distance of 150.00 Feet to the place of beginning.

AND, A part of the East Half (E $\frac{1}{2}$) Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Beginning at the Southeast Corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE $\frac{1}{4}$ a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE $\frac{1}{4}$ and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE $\frac{1}{4}$ a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres,

is hereby platted and divided into Lots and Streets in accord with the Final Plat attached hereto as Exhibit "A" and made part hereof, consisting of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24, and Outlots A and B; with streets shown as "East 13th

Street,” “Oneida Street,” “Magnolia Lane,” and “Russell Street” (the land for such street rights-of-way being designated as Lot A) being dedicated herein to the City of Storm Lake, Iowa and to public use forever. Said Addition is hereby named and designated as “Storm Lake 3rd Addition”.

The City of Storm Lake, Iowa dedicates to the City of Storm Lake, Iowa the sanitary sewer system and water distribution system such City will construct to serve the property included in the Plat of Storm Lake Third Addition.

Permanent and perpetual utility easements and surface water flowage easements are hereby established and dedicated to the City of Storm Lake, Iowa, and to the public in perpetuity as described and indicated on the Plat.

All easements are shown in the attached Final Plat map designated as Exhibit “A.”

As a condition of the dedication of this plat of Storm Lake 3rd Addition, there are included in this Dedication those easements set forth in the Final Plat map, Exhibits “A”, which is attached hereto and made a part hereof as though fully set forth. Storm Lake 3rd Addition shall also be subject to any restrictive and protective covenants approved by the City Council of Storm Lake, Iowa and filed of record in the Office of the Buena Vista County, Iowa Recorder before the conveyance of any lots or real estate within such Addition.

The undersigned states that this platting and dedication are freely done by the City of Storm Lake, Iowa, the unqualified owner of the real estate platted, and in accordance with its desire and further states the said real estate is free from all liens and encumbrances, except the permanent easement held by the City of Storm Lake, Iowa referred to in the Title Opinion accompanying and attached to this Dedication of Plat.

Attached and made a part hereof are the following:

Statement of Owner

Title Opinion of Attorney

Statement of Buena Vista County, Iowa Auditor

Certificate of Buena Vista County, Iowa Treasurer

Certified Resolution of the Planning and Zoning Commission Approving the Subdivision Plat

Certified Resolution of City Council of City of Storm Lake Approving the Subdivision Plat

Dated at Storm Lake, Buena Vista County, Iowa, this 30th day of June, 2014.

THE CITY OF STORM LAKE, IOWA

By

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on June 30, 2014, by Jon F. Kruse and Justin Yarosevich, as Mayor and City Clerk of the City of Storm Lake, Iowa.



Susan Vossberg
Notary Public

STORM LAKE 3RD ADDITION

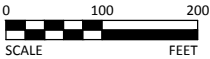
FINAL PLAT

CITY OF STORM LAKE, IOWA

Exhibit "A"



LOCATION MAP



BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN WILLMAR, MN
CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN ROCHESTER, MN
AMES, IA SPENCER, IA DES MOINES, IA FARGO, ND

OWNER

CITY OF STORM LAKE, IOWA
620 ERIE STREET
P.O. BOX 1086
STORM LAKE, IA 50588

DEVELOPER

CITY OF STORM LAKE, IOWA
620 ERIE STREET
P.O. BOX 1086
STORM LAKE, IA 50588

SETBACK REGULATIONS

ZONING DISTRICT R-1

FRONT YARD: 25 FEET
STREET SIDE YARD: 25 FEET
INTERIOR SIDE YARD: 10 FEET
REAR YARD: 25 FEET

PREPARED BY

BOLTON & MENK, INC.
1900 NORTH GRAND AVENUE
SPENCER, IA 51301

SUBMITTAL DATE

JUNE 09, 2014

SHEET INDEX

SHEET NO.	TITLE
1	TITLE SHEET
2	FINAL PLAT

REVIEWED & APPROVED _____ DATE: _____
PLANNING & ZONING CHAIRMAN

REVIEWED & APPROVED _____ DATE: _____
MAYOR

REVIEWED & APPROVED _____ DATE: _____
CITY CLERK



I hereby certify that this land surveying document was prepared by me and the related field work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

EUGENE R. DREYER L.S.

REG. NO. 17535 DATE: 06/09/2014

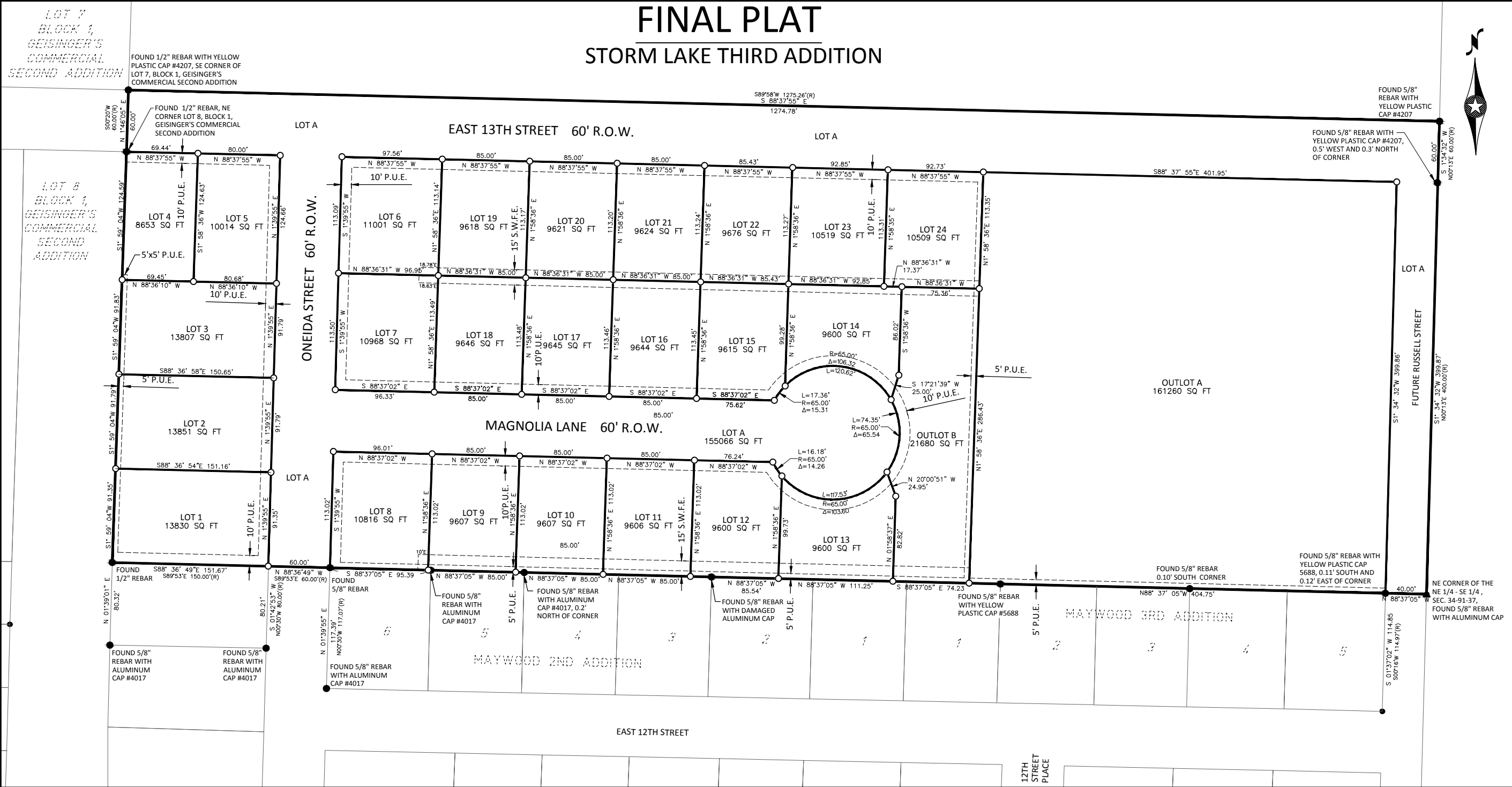
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2014

PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

RECORD DRAWING INFORMATION	CITY OF STORM LAKE, IOWA	SHEET
OBSERVER:	STORM LAKE 3RD ADDITION - FINAL PLAT	1
CONTRACTOR:	TITLE SHEET	OF
DATE:		2

FINAL PLAT
STORM LAKE THIRD ADDITION



- LEGEND**
- ▲ FOUND SECTION CORNER
 - SET ½"x24" REBAR WITH YELLOW PLASTIC CAP#17535
 - FOUND MONUMENT AS NOTED
 - (R) RECORDED DIMENSION
 - (E) EASEMENT DIMENSION
 - P.U.E. PUBLIC UTILITY EASEMENT
 - S.W.F.E. SURFACE WATER FLOWAGE EASEMENT

LEGAL DESCRIPTION

A PART OF THE E ½ OF THE NE ¼ OF SECTION 34, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE FIFTH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA THENCE NORTH 00°20' EAST A DISTANCE OF 400.00 FEET TO THE NORTHEAST CORNER OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA THENCE NORTH 89°58' EAST A DISTANCE OF 150.00 FEET; THENCE SOUTH 00°20' WEST A DISTANCE OF 400.00 FEET TO THE SOUTH LINE OF SAID NE ¼ AND THE NORTHEAST CORNER OF LOT 1, BLOCK 1, MAYWOOD SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA; THENCE SOUTH 89°58' WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE ¼) A DISTANCE OF 150.00 FEET TO THE PLACE OF BEGINNING.

A PART OF THE EAST HALF (E ½) NORTHEAST QUARTER (NE ¼) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINETY-ONE (91) NORTH, RANGE THIRTY-SEVEN (37) WEST OF THE FIFTH, P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 34, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5TH P.M., THENCE NORTH 00°13' EAST ALONG THE EAST LINE OF SAID NE ¼ A DISTANCE OF 460.0 FEET; THENCE SOUTH 89°58' WEST A DISTANCE OF 1,275.26 FEET TO THE SOUTHEAST CORNER OF LOT SEVEN (7), BLOCK ONE (1), GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA; THENCE SOUTH 00°20' WEST ALONG THE EAST LINE OF SAID GEISINGER'S COMMERCIAL SECOND ADDITION A DISTANCE OF SIXTY (60.0) FEET TO THE NORTHEAST CORNER OF LOT EIGHT (8), BLOCK ONE (1), GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA; THENCE NORTH 89°58' EAST A DISTANCE OF 150.0 FEET; THENCE SOUTH 00°20' WEST A DISTANCE OF 400.0 FEET TO THE SOUTH LINE OF SAID NE ¼ AND TO THE NORTHEAST CORNER OF LOT ONE (1), BLOCK ONE (1), MAYWOOD SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA; THENCE NORTH 89°50' EAST ALONG THE SOUTH LINE OF SAID NE ¼ A DISTANCE OF 1,126.20 FEET TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 12.095 ACRES.

- NOTES**
1. THE NORTH LINE OF STORM LAKE THIRD ADDITION IS ASSUMED TO BEAR S 88°37'55" E.
 2. STORM LAKE THIRD ADDITION IS IN THE EAST 1/2 OF THE NE 1/4 OF SECTION 34-91-37 AND ALSO A PART OF LOT 1, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION.
 3. MONUMENTS WILL BE PLACED UPON COMPLETION OF UTILITY AND ROAD CONSTRUCTION.
 4. LOT A TO BE DEDICATED TO THE CITY OF STORM LAKE FOR STREET RIGHT-OF-WAY PURPOSES.
 5. OUTLOT B TO BE DEDICATED TO THE CITY OF STORM LAKE FOR PUBLIC PARK.
 6. OUTLOT A TO BE DEDICATED TO THE CITY OF STORM LAKE FOR STORM WATER DETENTION.
 7. THE TOTAL AREA OF THE ADDITION IS 586,682 SQUARE FEET.

DOCUMENTS ACCOMPANYING THE SUBDIVISION PLAT OF STORM LAKE 3rd
ADDITION:

Statement of Owner

Title Opinion of Attorney

Statement of Buena Vista County Auditor

Certificate of Buena Vista County Treasurer

Certified Resolution of the Planning and Zoning Commission Approving the Subdivision Plat

Certified Resolution of City Council of City of Storm Lake Approving the Subdivision Plat

Property Description:

A part of the E ½ of the NE ¼ of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Beginning at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 00°20' East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 89°58' East a distance of 150.00 Feet; thence South 00°20' West a distance of 400.00 Feet to the South line of said NE ¼ and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South 89°58' West along the South line of said Northeast Quarter (NE ¼) a distance of 150.00 Feet to the place of beginning.

AND, A part of the East Half (E ½) Northeast Quarter (NE ¼) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Beginning at the Southeast Corner of the Northeast Quarter (NE ¼) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE ¼ a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE ¼ and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE ¼ a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres,

STATEMENT OF OWNER

The City of Storm Lake, Iowa, an Iowa municipal corporation, by the undersigned, states that the plat of Storm Lake 3rd Addition is prepared with the free consent of the City of Storm Lake, Iowa, the unqualified owner of the real estate in such plat, and in accordance with its desire.

The land within the plat that is designated for street rights-of-way, designated as Lot A on the attached Final Plat, and a city public park designated as Outlot B are dedicated to the City of Storm Lake, Iowa, and to the public.

Permanent and perpetual utility easements and surface water flowage easements are hereby established and dedicated to the City of Storm Lake, Iowa, and to the public in perpetuity as described and indicated on the attached Final Plat.

Dated: 6/30/2014

THE CITY OF STORM LAKE, IOWA

By: _____

Jon F. Kruse, Mayor

Attest: _____

Justin Yarosevich, City Clerk

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on June 30, 2014, by Jon F. Kruse and Justin Yarosevich, as Mayor and City Clerk of the City of Storm Lake, Iowa.



Susan Vossberg
Notary Public for the State of Iowa

LAW OFFICES
HAVENS AND HAVENS
716 LAKE AVENUE
P.O. BOX 426
STORM LAKE, IOWA 50588

PAUL D. HAVENS
Email: paulhavens@iw.net

TELEPHONE NO. (712)732-7262
FAX NO. (712)732-7263

PHILIP E. HAVENS
Email: philhavens@iw.net

June 24, 2014

City of Storm Lake, Iowa and the Public

Re: Title Opinion

To Whom It May Concern:

I have this date examined an abstract of title covering the following described real estate:

A part of the E ½ of the NE ¼ of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Beginning at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 00°20' East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 89°58' East a distance of 150.00 Feet; thence South 00°20' West a distance of 400.00 Feet to the South line of said NE ¼ and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South 89°58' West along the South line of said Northeast Quarter (NE ¼) a distance of 150.00 Feet to the place of beginning.

AND, A part of the East Half (E ½) Northeast Quarter (NE ¼) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Beginning at the Southeast Corner of the Northeast Quarter (NE ¼) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE ¼ a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE ¼ and to the Northeast Corner of Lot

One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE ¼ a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres.

The abstract shows the Original Entry and United States Patent and runs from two Root of Title Warranty Deeds recorded June 6, 1899, and December 22, 1942 to June 17, 2014, at 8:00 a.m. The abstract contains 52 entries with the most recent certification by Fritcher Abstract Company.

Based upon my examination of the abstract, I find that on the date last mentioned, good and merchantable title to this real estate was in the City of Storm Lake, Iowa, subject to the following:

1. Entry No. 17 of the abstract shows that the real estate is subject to the zoning ordinance of the City of Storm Lake, Iowa. Because the zoning ordinance may restrict the use and enjoyment of the real estate, you should consult the City's zoning administrator for complete particulars.

2. Entry No. 22 of the abstract shows an Agreement granting the City of Storm Lake, Iowa a permanent easement on .77 acre of the above described real estate for laying, constructing, operating, inspecting, repairing, maintaining, replacing, substituting, relocating, and removing a sanitary sewer pipeline and manholes for the transportation of sewage. The easement agreement was recorded September 21, 1976, in Book 21, Pages 645-649, in the office of the Buena Vista County, Iowa Recorder. Entry No. 22 also shows an addendum to the easement agreement that was recorded September 21, 1976, in Book 21, Pages 642-644 in the office of the Buena Vista County, Iowa Recorder. You should refer to the original easement agreement and addendum, or Abstract Entry No. 22, for the exact location of the easement and further particulars of the agreement.

For your information, Entry No. 52 of the abstract shows that the real estate taxes for the year 2012, collectible from July 1, 2013, to June 30, 2014, as well as taxes for all prior years, are paid in full.

The abstract does not disclose, this opinion does not cover, and you are cautioned to ascertain by independent investigation, the rights of persons in possession of the above-described property; the possibility of easements by prescription; the possibility of unfiled mechanic's liens based on unpaid claims for labor or materials furnished for improvements on said premises within the past 90 days; and whether the abstracted boundaries coincide with the boundaries as occupied, which can be ascertained only by a survey.

Federal Bankruptcy law provides that a sale of land occurring within one year of the filing of a Petition in bankruptcy may be set aside if the consideration is determined to be

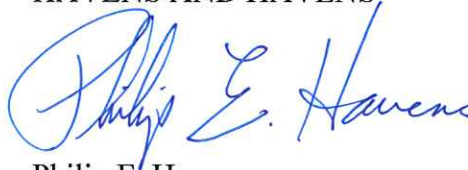
inadequate by the Bankruptcy Court. This potential problem cannot be discovered through an examination of the abstract and is, therefore, not covered by this opinion.

You should determine if there are solid waste disposal sites, hazardous waste storage sites or underground storage tanks on the property and if the property has been contaminated by any type of hazardous substance or material. Accepting ownership of contaminated property or property with a solid waste disposal site, hazardous waste storage site or underground storage tank may subject you to strict governmental regulatory requirements and substantial clean-up expense.

You are advised that the spouse of a titleholder must also sign any deed or mortgage signed and given by the titleholder to release the spouse's rights of dower, homestead and distributive share.

Yours truly,

HAVENS AND HAVENS,

A handwritten signature in blue ink that reads "Philip E. Havens". The signature is written in a cursive style with a large initial "P" and "H".

Philip E. Havens

STATEMENT OF THE BUENA VISTA COUNTY AUDITOR

The undersigned duly qualified, elected and acting Auditor of Buena Vista County, Iowa, hereby approves the name, "Storm Lake 3rd Addition" as the name or title of the foregoing subdivision plat.

Dated: 6-26-14

Susan K. Lloyd

Susan K. Lloyd, Buena Vista County Auditor

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on June 26, 2014, by Susan K. Lloyd, as Auditor of Buena Vista County, Iowa.



Sharon Henkel

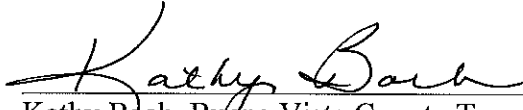
Notary Public for the State of Iowa

CERTIFICATE OF THE BUENA VISTA COUNTY TREASURER

STATE OF IOWA, COUNTY OF BUENA VISTA: ss.

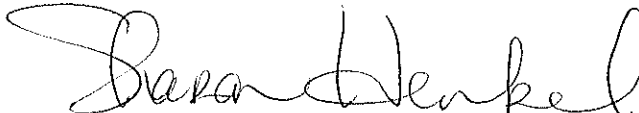
The undersigned, being first duly sworn on oath, deposes, states, and certifies that I am the duly qualified, elected and acting Treasurer of Buena Vista County, Iowa, and that the above described real estate proposed to be platted as Storm Lake 3rd Addition is free from certified taxes and certified special assessments.

Dated: June 27, 2014


Kathy Bach, Buena Vista County Treasurer

Subscribed and sworn to before me by Kathy Bach this 27th day of June,
2014.




Notary Public for the State of Iowa

Resolution No. 2014-7

**RESOLUTION OF PLANNING AND ZONING COMMISSION APPROVING
PLATTING OF STORM LAKE 3RD ADDITION**

WHEREAS, the City of Storm Lake, Iowa has presented to the Storm Lake, Iowa Planning and Zoning Commission a Final Plat of Storm Lake 3rd Addition;

WHEREAS, such Commission has previously approved the Preliminary Plat of Storm Lake 3rd Addition; and

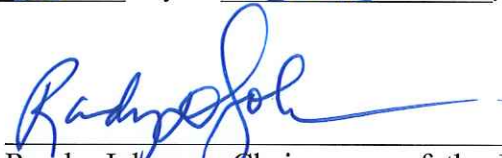
WHEREAS, said Final Plat of the proposed Addition has been reviewed by this Commission, found to be in compliance with the laws, rules and regulations set forth in the relevant statutes and ordinances applicable hereto, and found acceptable to this Commission.

NOW, THEREFORE, BE IT RESOLVED by the Planning and Zoning Commission of Storm Lake, Iowa as follows:

1. The Final Plat of Storm Lake 3rd Addition, the same being comprised of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24; Outlots A and B; and streets whose rights-of-way are collectively designated as Lot A and which are individually named Oneida Street, East 13th Street, Magnolia Lane, and Russell Street, is hereby approved.

2. The Planning and Zoning Commission recommends that the City Council of Storm Lake, Iowa approve such Final Plat.

Passed, approved, and adopted this 30th day of June, 2014.



Randy Johnson, Chairperson of the Planning and
Zoning Commission of Storm Lake, Iowa

ATTEST:


Secretary of the Meeting

CERTIFICATION

I, Emily Haselhoff, Secretary of the Planning and Zoning Commission of Storm Lake, Iowa, do hereby certify that the above and foregoing resolution was passed by the Planning and Zoning Commission of the City of Storm Lake, Iowa, at a meeting of said Commission, a quorum being present.

I certify under penalty of perjury and pursuant to the laws of the state of Iowa that the preceding is true and correct.

6/30/2014
Date

Emily Haselhoff
Secretary of the Planning and Zoning Commission
Commission of Storm Lake, Iowa

Resolution No. _____

RESOLUTION APPROVING PLATting OF STORM LAKE 3RD ADDITION

WHEREAS, the City of Storm Lake, Iowa has presented to the Storm Lake, Iowa Planning and Zoning Commission a Dedication of Plat and Final Plat of Storm Lake 3rd Addition, comprised of the following described real estate:

A part of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Beginning at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 00°20' East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 89°58' East a distance of 150.00 Feet; thence South 00°20' West a distance of 400.00 Feet to the South line of said NE $\frac{1}{4}$ and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South 89°58' West along the South line of said Northeast Quarter (NE $\frac{1}{4}$) a distance of 150.00 Feet to the place of beginning.

AND, A part of the East Half (E $\frac{1}{2}$) Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Beginning at the Southeast Corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE $\frac{1}{4}$ a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE $\frac{1}{4}$ and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE $\frac{1}{4}$ a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres;

WHEREAS, said Dedication of Plat and Final Plat of the proposed Addition have been reviewed and approved by the Storm Lake, Iowa Planning and Zoning Commission, and such Commission has recommended that the City Council of the City of Storm Lake, Iowa approve such Plat;

WHEREAS, the City Council of the City of Storm Lake, Iowa has reviewed the Dedication of Plat and Final Plat of the proposed Addition and found such documents to be acceptable and in compliance with the laws, rules and regulations set forth in the relevant and applicable statutes and ordinances;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Storm Lake, Iowa as follows:

1. The Final Plat of Storm Lake 3rd Addition, the same being comprised of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, and 24; Outlots A and B; and streets whose rights-of-way are collectively designated as Lot A and which are individually named Oneida Street, East 13th Street, Magnolia Lane, and Russell Street, and the Dedication of Plat of Storm Lake 3rd Addition, including but not limited to the Protective and Restrictive Covenants, easements, and conditions as set forth in Exhibits "A" and "B" attached to the Dedication of Plat, are hereby approved.

2. The dedication to the City of Storm Lake, Iowa and to the public of street rights-of-way (Lot A), easements as shown on the Final Plat, and park area (Outlot B), all as set forth in the Dedication of Plat, attachments thereto, and Final Plat, is accepted.

3. The Mayor and City Clerk are authorized to certify this Resolution and the certification of this Resolution shall be attached to the Final Plat as provided by Chapter 354 of the Code of Iowa.

4. The platting documents may be filed of record in the appropriate County offices as provided by law.

Passed, approved, and adopted this _____ day of _____, 2014.

Jon F. Kruse, Mayor of the City of Storm Lake, Iowa

ATTEST:

Justin Yarosevich, City Clerk of the City of Storm Lake, Iowa

CERTIFICATION

We, Jon F. Kruse, Mayor of the City of Storm Lake, Iowa, and Justin Yarosevich, City Clerk for the City of Storm Lake, Iowa, certify that attached hereto is a true copy of Resolution No. _____ which was duly passed and adopted by the City Council of the City of Storm Lake, Iowa, at a regular meeting of said Council held on the _____ day of _____, 2014, by a majority vote of said Council, a quorum being present.

We certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct.

Dated: _____, 2014.

Jon F. Kruse, Mayor of the City of Storm Lake, Iowa

Sue Vossberg, Deputy City Clerk of the City of Storm Lake, Iowa

REQUEST FOR MAJOR SUBDIVISION

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION

PROPERTY ADDRESS:

Parcel #: 10-34-276-006, 10-34-276-004, & 10-34-276-005

PROPERTY OWNER: City of Storm Lake

OWNER ADDRESS (if different than property): 620 Erie Street

OWNER'S PHONE NUMBER: (712)732-8000



City of Storm Lake
PO Box 1086
Storm Lake, IA 50586
p (712) 732-8000
f (712) 732-4114

The City of Storm Lake Zoning Ordinance Subdivision Regulations requires the property owner to submit the information located in Article 3 of the Storm Lake Subdivision Regulations and in the Subdivision Checklist, which must accompany this application before it can be considered by the Planning and Zoning Commission and the City Council: **6 copies of the proposed plat must be submitted per the Zoning Ordinance.**

Attach a plat showing the locations, dimensions and use of the applicant's property and all property within three hundred (300') feet including streets, alleys, railroads, and other physical features.

If disturbing more than an acre of land, you will need to apply for a NPDES General Permit #2 with Iowa Department of Natural Resources.

The request for a major subdivision will be heard by the Planning and Zoning Commission and the City Council at separate meetings.

The City of Storm Lake will notify all property owners within three hundred (300') feet of the applicant's property notifying them of the upcoming hearing.

The City of Storm Lake will notify the applicant of the hearing date.

The City of Storm Lake will publish a public hearing notice in a locally circulated newspaper not less than 4 days and no more than 20 days prior to the meeting.

A non refundable application fee of \$300.00 is required at time of the application. The fee will not be refunded if the request is denied by the Planning and Zoning Commission or the City Council.

REQUEST FOR A MAJOR SUBDIVISION

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION



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

Legal description of the property:

See Attached

Address of the property: Parcel #: 10-34-276-006, 10-34-276-004, & 10-34-276-005

Present zoning classification: R-1

Requested zoning classification: R-1 $\frac{1}{2}$ PO

Existing use of the property: Agricultural land

Proposed use of the property: Residential Subdivision

Signature of Property Owner

25 apr 2014

Date

City of Storm Lake Use

Meeting Date: P: 2 4/28/2014

Appeal No.: 2014-4

Application Fee Paid: _____

Date Received: _____

LEGAL DESCRIPTION:

A part of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Commencing at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 00°20' East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North 89°58' East a distance of 150.00 Feet; thence South 00°20' West a distance of 400.00 Feet to the South line of said NE $\frac{1}{4}$ and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South 89°58' West along the South line of said Northeast Quarter (NE $\frac{1}{4}$) a distance of 150.00 Feet to the place of beginning.

A part of the East Half (E $\frac{1}{2}$) Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Commencing at the Southeast Corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North 00°13' East along the East line of said NE $\frac{1}{4}$ a distance of 460.0 Feet; thence South 89°58' West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South 00°20' West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North 89°58' East a distance of 150.0 Feet; thence South 00°20' West a distance of 400.0 Feet to the South line of said NE $\frac{1}{4}$ and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North 89°50' East along the South line of said NE $\frac{1}{4}$ a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres.

Staff Summary

7/7/2014
Agenda Item # 17.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Public Hearing For The Transfer Of Land To Habitat For Humanity**

BACKGROUND: At the June 16th City Council Meeting, a resolution was approved to set a public hearing for the transfer of land to Habitat For Humanity during the July 7th City Council Meeting. It was discovered that the legal description that was published and included in the resolution was incorrect so a new public hearing date needs to be set for July 21st during the regularly scheduled City Council Meeting with the corrected legal description.

If anyone from the public that is at this meeting and would like to express their comments they may do so and their comments will be considered with any other comments that would be given on July 21st.

FISCAL IMPACT: Publication of the notice for the public hearing

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

Staff Summary

7/7/2014
Agenda Item # 18.



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

REPORT TO: Honorable Mayor and City Council

FROM: Emily Haselhoff, Planning Coordinator

SUBJECT: **Resolution No. 08-R-2014-2015 Setting Public Hearing For The Transfer Of Land To Habitat For Humanity**

BACKGROUND: This Resolution will set a public hearing for July 21, 2014 at 5:00 p.m in the City Hall Council Chambers during the regular city council meeting. The public hearing will be for the transfer of land to Habitat For Humanity. This land is Lots 4 & 5 of the Storm Lake 3rd Addition and can be found on the attached proposed Final Plat. The City will also transfer a parcel that is 2,125 square feet and directly adjacent to Lot 4 from the Storm Lake 3rd Addition proposed Final Plat.

The previous resolution that set a public hearing for this transfer of land had an error in the legal description so this resolution sets the public hearing using the correct legal description.

This transfer of land to HFH will satisfy a portion of the City's obligation to set aside funds for Low to Moderate Income (LMI) families in the Storm Lake 3rd Addition Urban Renewal Plan.

The City will publish a copy of this resolution in the paper according to Iowa Code prior to the Public Hearing date.

FISCAL IMPACT: The fiscal impact will be for the publication of the notice for the public hearing estimated to be about \$100.00.

RECOMMENDATION: **Adopt Resolution No. 08-R-2014-2015**

ATTACHMENTS:

Description	Type
☐ Resolution	Resolution
☐ Storm Lake 3rd Addition Proposed Subdivision	Map
☐ Lot Split Layout	Map
☐ Habitat For Humanity Agreement	Backup Material

RESOLUTION NO. _____

RESOLUTION PROPOSING DISPOSITION OF REAL ESTATE
AND PROVIDING NOTICE TO THE PUBLIC

WHEREAS, the City of Storm Lake, Iowa (the ACity@) is the owner of real estate described as:

A part of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 34, Township 91 North, Range 37 West of the Fifth P.M., more particularly described as follows: Beginning at the Southeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North $00^{\circ}20'$ East a distance of 400.00 Feet to the Northeast Corner of Lot 8, Block 1, Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa thence North $89^{\circ}58'$ East a distance of 150.00 Feet; thence South $00^{\circ}20'$ West a distance of 400.00 Feet to the South line of said NE $\frac{1}{4}$ and the Northeast corner of Lot 1, Block 1, Maywood Second Addition to the City of Storm Lake, Iowa; thence South $89^{\circ}58'$ West along the South line of said Northeast Quarter (NE $\frac{1}{4}$) a distance of 150.00 Feet to the place of beginning.

AND, A part of the East Half (E $\frac{1}{2}$) Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-Four (34), Township Ninety-One (91) North, Range Thirty-Seven (37) West of the Fifth, P.M., more particularly described as follows: Beginning at the Southeast Corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section 34, Township 91 North, Range 37 West of the 5th P.M., thence North $00^{\circ}13'$ East along the East line of said NE $\frac{1}{4}$ a distance of 460.0 Feet; thence South $89^{\circ}58'$ West a distance of 1,275.26 Feet to the Southeast Corner of Lot Seven (7), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence South $00^{\circ}20'$ West along the East line of said Geisinger's Commercial Second Addition a distance of Sixty (60.0) Feet to the Northeast Corner of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa; thence North $89^{\circ}58'$ East a distance of 150.0 Feet; thence South $00^{\circ}20'$ West a distance of 400.0 Feet to the South line of said NE $\frac{1}{4}$ and to the Northeast Corner of Lot One (1), Block One (1), Maywood Second Addition to the City of Storm Lake, Iowa; thence North $89^{\circ}50'$ East along the South line of said NE $\frac{1}{4}$ a distance of 1,126.20 Feet to the point of beginning and containing an area of 12.095 acres,

(the "Subdivision Land");

WHEREAS, the City of Storm Lake, Iowa (the ACity@) is also the owner of real estate described as:

A PART OF LOT EIGHT (8), BLOCK ONE (1), GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the NE Corner of said Lot 8, thence N 88°46'44" W, 17.06 feet along the North line of said Lot 8; Thence S 01°59'09" W, 124.54 feet; thence S 88°36'10" E, 17.06 feet to the East line of said Lot 8; thence N 01°59'04" E 124.59 feet along the East line of said Lot 8 to the Point of Beginning and containing an area of 2125 square feet.

(the "Parcel");

WHEREAS, the City Council believes that the City needs more housing and, as part of the City's efforts to expand housing, is planning to develop a single family residential subdivision to be known as Storm Lake 3rd Addition (the "Addition") on the Subdivision Land, that will include, in phases, twenty-four residential lots, a park, and an area for storm water management improvements;

WHEREAS, the City's engineer has prepared a proposed Final Plat of Storm Lake 3rd Addition, and the City Council has approved or soon will be considering for approval the subdivision plat for the Addition;

WHEREAS, HFH of Buena Vista, Inc., an Iowa Nonprofit corporation, (AHFH@) builds and restores good homes that are affordable for families it selects to own and occupy such homes;

WHEREAS, the City and HFH wish to cooperate to develop two of the proposed lots in the Addition each for a single family home which will either be of new construction or moved from another location to one of two designated lots in the Addition;

WHEREAS, the City and HFH have negotiated an agreement, subject to the approval of the City Council of the City of Storm Lake, Iowa, in which the City, without money consideration paid to it by HFH, would convey to HFH the Parcel (2,125 square feet) and two lots in the Addition, designated as Lot 4 (8,653 square feet) and Lot 5 (10,014 square feet) in the

proposed Final Plat of Storm Lake 3rd Addition;

WHEREAS, the City proposes to convey the Parcel, a piece of land outside the Addition but adjacent to Lot 4 in the Addition, to HFH to augment the size of Lot 4, which will allow HFH to construct or place a home on the augmented lot and be in compliance with the City's setback and lot size requirements;

WHEREAS, the City intends that its transfer of the Parcel and Lots 4 and 5 of the Addition to HFH will satisfy a portion of the City's obligation to set aside funds for Low or Moderate Income ("LMI") families in connection with the adoption of a new housing urban renewal area that includes the Addition, the plan for which is to be called the Storm Lake 3rd Addition Housing Urban Renewal Plan (the "Urban Renewal Plan");

WHEREAS, under the proposed agreement with HFH, HFH will:

a) within 36 months of the conveyance of the Parcel and Lots 4 and 5 of the Addition, complete construction of a new home and garage on, or move an existing home and either build a new garage on, or move an existing garage onto, the lot comprised of Lot 4 and the Parcel;

b) within 36 months of the conveyance of the Parcel and Lots 4 and 5 of the Addition, complete construction of a new home and garage on, or move an existing home and either build a new garage on, or move an existing garage onto, Lot 5; and

c) within twenty-four months of the issuance of the building permit for each home or its foundation, 1) have an LMI family, as defined in the proposed agreement, occupying and living in the home, or 2) convey the home to an LMI family, as defined in the agreement, at a price that is determined by the City to be affordable to an LMI family.

NOW, THEREFORE, be it hereby resolved that the City of Storm Lake, Iowa does hereby propose to dispose of, and convey, the Parcel and Lots 4 and 5 of the Addition to HFH on

the terms generally specified above.

IT IS FURTHER RESOLVED that this proposal shall be scheduled for public hearing at the Council Chambers at City Hall at the regular council meeting scheduled for July 21, 2014 at 5:00 p.m. The City Clerk is further directed to have a copy of this Resolution published in the Storm Lake Times on a date not less than four (4) days nor more than twenty (20) days prior to said meeting.

Passed and approved this 7th day of July, 2014.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, Deputy City Clerk

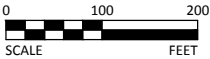
STORM LAKE 3RD ADDITION

FINAL PLAT

CITY OF STORM LAKE, IOWA



LOCATION MAP



BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN WILLMAR, MN
CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN ROCHESTER, MN
AMES, IA SPENCER, IA DES MOINES, IA FARGO, ND

OWNER

CITY OF STORM LAKE, IOWA
620 ERIE STREET
P.O. BOX 1086
STORM LAKE, IA 50588

DEVELOPER

CITY OF STORM LAKE, IOWA
620 ERIE STREET
P.O. BOX 1086
STORM LAKE, IA 50588

SETBACK REGULATIONS

ZONING DISTRICT R-1

FRONT YARD: 25 FEET
STREET SIDE YARD: 25 FEET
INTERIOR SIDE YARD: 10 FEET
REAR YARD: 25 FEET

PREPARED BY

BOLTON & MENK, INC.
1900 NORTH GRAND AVENUE
SPENCER, IA 51301

SUBMITTAL DATE

JUNE 09, 2014

SHEET INDEX

SHEET NO.	TITLE
1	TITLE SHEET
2	FINAL PLAT

REVIEWED & APPROVED	PLANNING & ZONING CHAIRMAN	DATE:
REVIEWED & APPROVED	MAYOR	DATE:
REVIEWED & APPROVED	CITY CLERK	DATE:



I hereby certify that this land surveying document was prepared by me and the related field work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

EUGENE R. DREYER L.S.

REG. NO. 17535 DATE: 06/09/2014

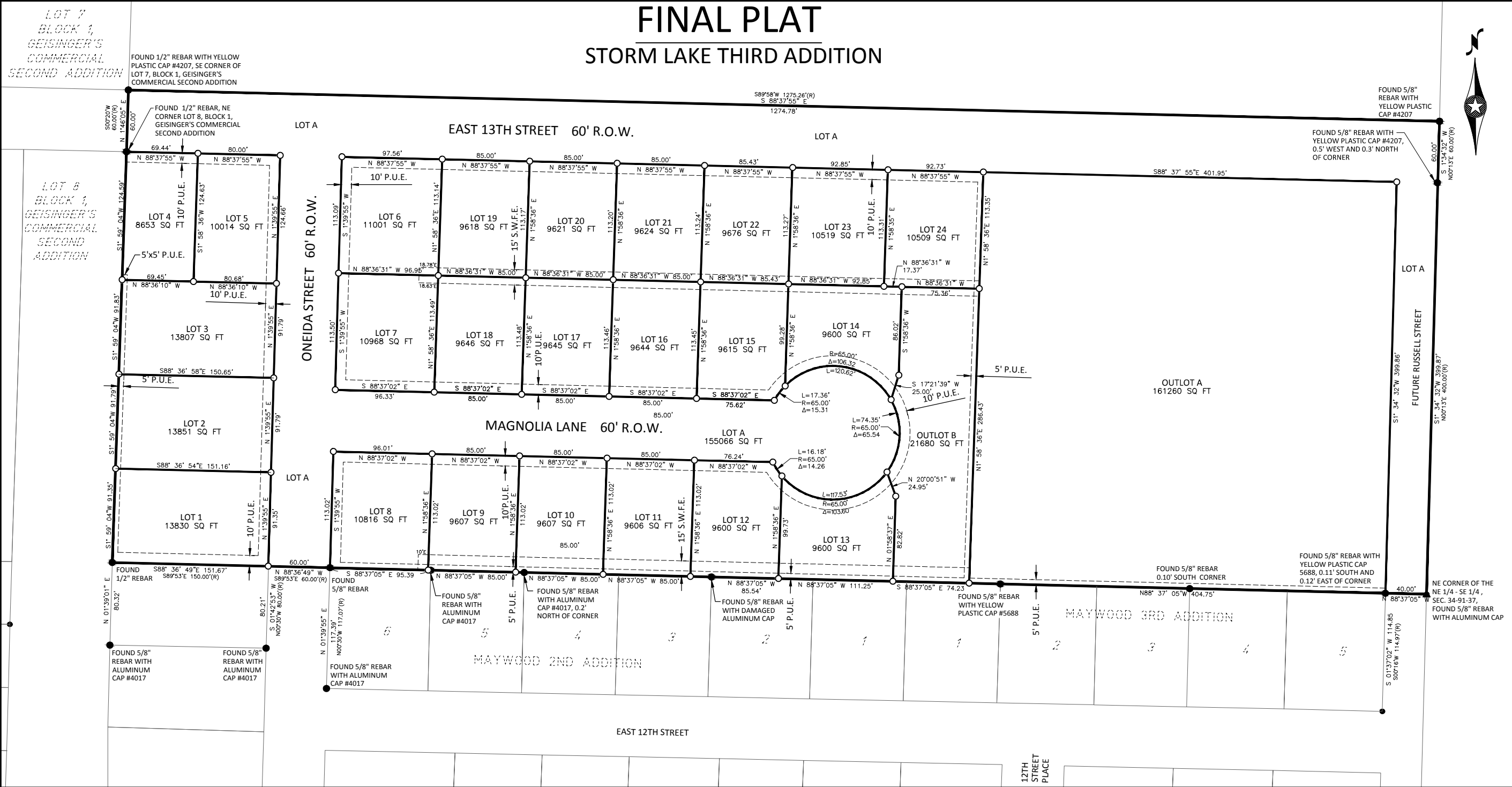
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2014

PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

RECORD DRAWING INFORMATION	CITY OF STORM LAKE, IOWA	SHEET
OBSERVER:	STORM LAKE 3RD ADDITION - FINAL PLAT	1
CONTRACTOR:	TITLE SHEET	OF
DATE:		2

FINAL PLAT
STORM LAKE THIRD ADDITION



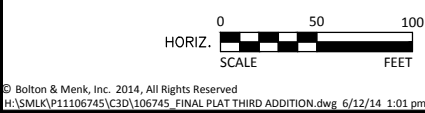
- LEGEND**
- ▲ FOUND SECTION CORNER
 - SET ½"x24" REBAR WITH YELLOW PLASTIC CAP#17535
 - FOUND MONUMENT AS NOTED
 - (R) RECORDED DIMENSION
 - (E) EASEMENT DIMENSION
 - P.U.E. PUBLIC UTILITY EASEMENT
 - S.W.F.E. SURFACE WATER FLOWAGE EASEMENT

LEGAL DESCRIPTION

A PART OF THE E ½ OF THE NE ¼ OF SECTION 34, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE FIFTH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA THENCE NORTH 00°20' EAST A DISTANCE OF 400.00 FEET TO THE NORTHEAST CORNER OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA THENCE NORTH 89°58' EAST A DISTANCE OF 150.00 FEET; THENCE SOUTH 00°20' WEST A DISTANCE OF 400.00 FEET TO THE SOUTH LINE OF SAID NE ¼ AND THE NORTHEAST CORNER OF LOT 1, BLOCK 1, MAYWOOD SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA; THENCE SOUTH 89°58' WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE ¼) A DISTANCE OF 150.00 FEET TO THE PLACE OF BEGINNING.

A PART OF THE EAST HALF (E ½) NORTHEAST QUARTER (NE ¼) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINETY-ONE (91) NORTH, RANGE THIRTY-SEVEN (37) WEST OF THE FIFTH, P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 34, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5TH P.M., THENCE NORTH 00°13' EAST ALONG THE EAST LINE OF SAID NE ¼ A DISTANCE OF 460.0 FEET; THENCE SOUTH 89°58' WEST A DISTANCE OF 1,275.26 FEET TO THE SOUTHEAST CORNER OF LOT SEVEN (7), BLOCK ONE (1), GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA; THENCE SOUTH 00°20' WEST ALONG THE EAST LINE OF SAID GEISINGER'S COMMERCIAL SECOND ADDITION A DISTANCE OF SIXTY (60.0) FEET TO THE NORTHEAST CORNER OF LOT EIGHT (8), BLOCK ONE (1), GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA; THENCE NORTH 89°58' EAST A DISTANCE OF 150.0 FEET; THENCE SOUTH 00°20' WEST A DISTANCE OF 400.0 FEET TO THE SOUTH LINE OF SAID NE ¼ AND TO THE NORTHEAST CORNER OF LOT ONE (1), BLOCK ONE (1), MAYWOOD SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA; THENCE NORTH 89°50' EAST ALONG THE SOUTH LINE OF SAID NE ¼ A DISTANCE OF 1,126.20 FEET TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 12.095 ACRES.

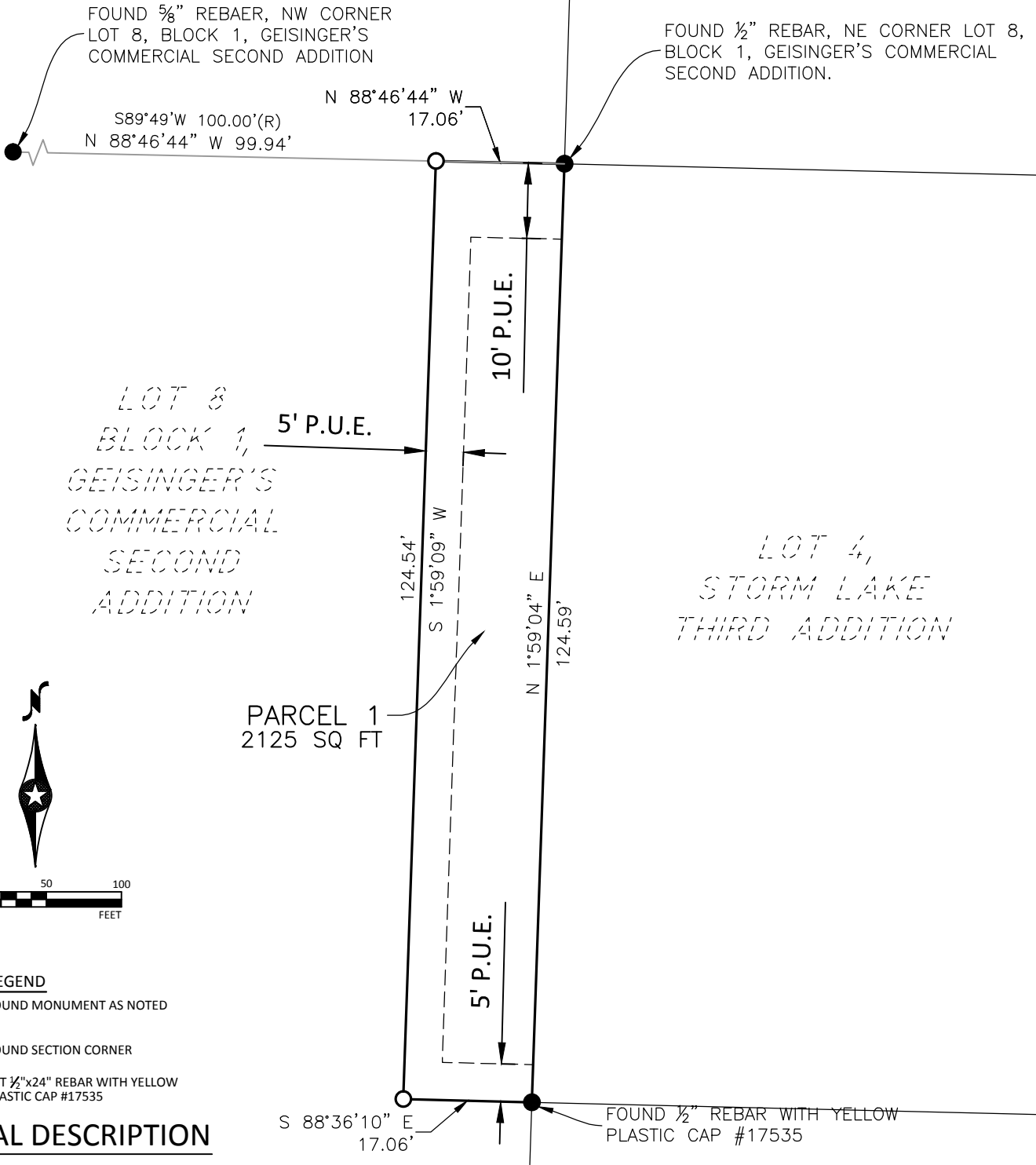
- NOTES**
1. THE NORTH LINE OF STORM LAKE THIRD ADDITION IS ASSUMED TO BEAR S 88°37'55" E.
 2. STORM LAKE THIRD ADDITION IS IN THE EAST 1/2 OF THE NE 1/4 OF SECTION 34-91-37 AND ALSO A PART OF LOT 1, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION.
 3. MONUMENTS WILL BE PLACED UPON COMPLETION OF UTILITY AND ROAD CONSTRUCTION.
 4. LOT A TO BE DEDICATED TO THE CITY OF STORM LAKE FOR STREET RIGHT-OF-WAY PURPOSES.
 5. OUTLOT B TO BE DEDICATED TO THE CITY OF STORM LAKE FOR PUBLIC PARK.
 6. OUTLOT A TO BE DEDICATED TO THE CITY OF STORM LAKE FOR STORM WATER DETENTION.
 7. THE TOTAL AREA OF THE ADDITION IS 586,682 SQUARE FEET.



BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN
WILLMAR, MN CHASKA, MN RAMSEY, MN MAPLEWOOD, MN
BAXTER, MN ROCHESTER, MN AMES, IA SPENCER, IA

REV.	BY	DATE	CITY OF STORM LAKE, IOWA	SHEET
			STORM LAKE 3RD ADDITION	2
			FINAL PLAT	OF
				2

PREPARED BY AND RETURN TO: EUGENE DREYER BOLTON & MENK, INC. 2730 FORD STREET AMES, IA (515) 233-6100

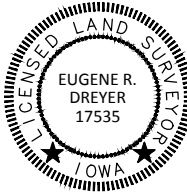


- LEGEND**
- FOUND MONUMENT AS NOTED
 - ▲ FOUND SECTION CORNER
 - SET $\frac{1}{2}$ "x24" REBAR WITH YELLOW PLASTIC CAP #17535

LEGAL DESCRIPTION

A PART OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID LOT 8, THENCE N 88°46'44" W, 17.06 FEET ALONG THE NORTH LINE OF SAID LOT 8; THENCE S 01°59'09" W, 124.54 FEET; THENCE S 88°36'10" E, 17.06 FEET TO THE EAST LINE OF SAID LOT 8; THENCE N 01°59'04" E 124.59 FEET ALONG THE EAST LINE OF SAID LOT 8 TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 2125 SQUARE FEET.



I hereby certify that this land surveying document was prepared by me and the related field work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa

EUGENE R. DREYER L.S.

REG. NO. 17535

DATE:

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2014

PAGES OR SHEETS COVERED BY THIS SEAL:

SHEET 1 OF 1

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PLAT OF SURVEY FOR LOT SPLIT PURPOSES

BOLTON & MENK, INC.
Consulting Engineers & Surveyors

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

OWNER:
CITY OF STORM LAKE, IOWA
P.O. BOX 1086 / 620 ERIE STREET
STORM LAKE, IA 50588

FOR: CITY OF STORM LAKE, IOWA

DRAWN BY: CMS

BUENA VISTA COUNTY

JOB NUMBER: P11.106745

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

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

AGREEMENT BETWEEN THE CITY OF STORM LAKE, IOWA AND HFH OF BUENA VISTA, INC. FOR DEVELOPMENT OF LOTS

This is an agreement (the “Agreement”) between the City of Storm Lake, Iowa, a municipal corporation (the “City”), and HFH of Buena Vista, Inc., an Iowa Nonprofit corporation (“HFH”).

Recitals

The City owns real estate in Buena Vista County, Iowa, as described and as shown on the attached Final Plat of Storm Lake 3rd Addition (the “Addition”), a proposed residential subdivision of the City. The City Council and the administration of the City believe that the City needs more housing and, as part of the City’s efforts to expand housing, are planning to develop the Addition. HFH builds and restores good homes that are affordable for families it selects to own and occupy such homes. The City and HFH wish to cooperate to develop two of the proposed lots in the Addition each for a single family home which will either be of new construction or moved from another location to one of the two designated lots in the Addition. The City and HFH enter into this Agreement to memorialize the commitments and responsibilities of each in this cooperative development effort.

The City intends that its transfer of two of the proposed lots to HFH will satisfy a portion of the City’s obligation to set aside funds for Low or Moderate Income (“LMI”) families in connection with the adoption of a new housing urban renewal area that includes the Addition, the plan for which is to be called the Storm Lake 3rd Addition Housing Urban Renewal Plan (the “Urban Renewal Plan”). Because one of the lots, designated Lot 4, is too small to satisfy the City’s setback and size requirements for a residential lot, the City also intends to transfer to HFH a part of an adjacent lot owned by the City that is not in the Addition, which can be added to Lot 4 to accommodate the size of the house to be placed on Lot 4 and to satisfy the City’s setback and size requirements.

Now, therefore, in consideration of the mutual promises contained herein, the City and HFH agree as follows:

Terms of Agreement

Section 1. Lots donated to HFH. Within forty-five days of the later of a) the completion of the

Platting of the Addition as required by law or ordinance, or b) the adoption of the Urban Renewal Plan for the area that includes the Addition, the City will donate to HFH two residential lots which will be Lots 4 and 5 as shown on the attached Final Plat of the Addition, but the precise boundaries are subject to change in the sole discretion of the City. In addition, the City will donate to HFH the following described real estate:

A PART OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID LOT 8, THENCE N 88°46'44" W, 17.06 FEET ALONG THE NORTH LINE OF SAID LOT 8; THENCE S 01°59'09" W, 124.54 FEET; THENCE S 88°36'10" E, 17.06 FEET TO THE EAST LINE OF SAID LOT 8; THENCE N 01°59'04" E 124.59 FEET ALONG THE EAST LINE OF SAID LOT 8 TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 2125 SQUARE FEET.

The real estate to be donated by the City to HFH under this Section 1, in the aggregate, is referred to below as the "Property." That part of the Property to be donated to HFH that is situated in Lot 8, Block 1, Geisinger's Commercial Second Addition shall be referred to below as the "Parcel." The individual lots in the Addition to be donated to HFH shall be referred to below as "Lot 4" or "Lot 5", as the case may be. The Parcel and Lot 4 together shall be referred to below as, "Enlarged Lot 4." The City, without monetary consideration from HFH, shall convey the Property to HFH by warranty deed, subject to easements of record and further subject to a provision that the fee simple title shall revert to the City in the event HFH fails to comply with the provisions of Sections 2, 3 and 4 below unless the parties otherwise agree in a writing recorded in the office of the Buena Vista County, Iowa Recorder. The warranty deed shall also recite that the conveyance is subject to the provisions and restrictions of this Agreement, including the easement retained by the City as provided in Section 10 below. At the time of conveyance to HFH, the City shall have marketable title to the Property. The City, at its expense, shall provide HFH with an abstract of title for the Property, continued to a date that shall not be more than forty-five days before the date on which the deed for the lots is delivered. If title to the two lots reverts to the City, HFH shall promptly return to the City Manager the abstract of title furnished to HFH by the City. The City shall pay any transfer tax imposed on its conveyance of the lots to HFH. The City shall pay any real estate taxes and special assessments that are a lien on the real estate before the conveyance of the lots to HFH.

Section 2. Temporary placement of homes on lots. After this Agreement has been executed by both the City and HFH, HFH may, but is not required to, move to, and leave on, the Property and the North half of Lot 3 of the Addition a single family dwelling for each of Enlarged Lot 4 and Lot 5, provided that a) each such dwelling is one that HFH will ultimately put on a permanent foundation on either Enlarged Lot 4 or Lot 5; b) each such dwelling remains on the steel supports on which it is moved until it is placed on its permanent foundation; and c) each dwelling is placed on its permanent foundation within three hundred sixty five days from the day the dwelling is placed on the Property, the North half of Lot 3 of the Addition, or both, but not later than the deadline for placement on a permanent foundation set forth in Section 3 below. Any dwelling not placed on its permanent foundation that is left on the Property, the North half of Lot 3 of the Addition, or both, after the deadline for placing it on its permanent foundation, as set forth in

this Section 2, shall be removed from City-owned property by HFH, at HFH's expense, in the event the City declares HFH to be in default under this Agreement.

Section 3. Deadline for construction or placement of home; and deadline for occupancy. Within twenty-four months of the conveyance of the Property to HFH, HFH shall have secured from the City a building permit for construction of a house or house foundation on each of Enlarged Lot 4 and Lot 5. Within twelve months of the date on which the City issues a building permit to HFH for the construction of a house or the foundation for a house on Enlarged Lot 4 or Lot 5, HFH shall have completed construction of a single family dwelling on, or moved an existing single family dwelling onto a permanent foundation on, that lot. Within twenty-four months of the date on which the City issues such building permit, an LMI family selected by HFH, using its customary selection methods, shall occupy and be living in that dwelling constructed on or permanently moved onto the lot for which the building permit was issued. An LMI family shall be a family, including single person households, who earns no more than eighty percent (80%) of the higher of the median family income of Buena Vista County or the State-wide non-metropolitan area as determined by the latest United States Department of Housing and Urban Development, Section 8 income guidelines, and who are eligible for housing under Section 42 of the Internal Revenue Code. Alternatively, within such twenty-four month period, HFH can convey each of the dwellings constructed on Enlarged Lot 4 and on Lot 5 to an LMI family at a price that is determined affordable to an LMI family, as calculated in the City's sole discretion. HFH shall provide documentation as reasonably requested by the City to determine compliance with this provision.

Section 4. Garages. Within twelve months of the date on which the City issues a building permit to HFH for the construction of a house or the foundation for a house on Enlarged Lot 4 or Lot 5, a garage large enough to house at least one motor vehicle shall be constructed by HFH, at its expense, on the lot, that is, Enlarged Lot 4 or Lot 5, for which the building permit was issued, unless a dwelling moved to the lot and placed on a permanent foundation includes an attached garage or unless a separate garage has been moved onto a foundation on the lot. Any garage moved to Enlarged Lot 4 or Lot 5 shall be refurbished to like-new condition and to the reasonable satisfaction of the City within twelve months of the date on which the City issues a building permit for the construction of a house or house foundation on the lot onto which the garage is moved or to be moved.

Section 5. Sidewalks. HFH, at its expense, shall construct and install sidewalks on Enlarged Lot 4 and on Lot 5 after construction of the dwelling or placement of the dwelling on its permanent foundation on the applicable lot and before the dwelling is occupied.

Section 6. Commencement of work on lots. HFH shall not dig or pour footings or basements, or otherwise commence work on the Property or on dwellings stored on the Property before the City conveys the Property to HFH by Warranty Deed, except as may be specifically authorized in this Agreement. HFH shall also refrain from commencing work on the Parcel as set forth in Section 9 below.

Section 7. Parcel and Lot 4 ("Enlarged Lot 4") to be one residential lot. HFH shall use and treat the Parcel together with Lot 4, as Lot 4 is ultimately located and configured in the City Council-approved Final Plat of the Addition, as one residential lot. Enlarged Lot 4 shall be considered one residential lot for determining compliance with all size and setback requirements under law, ordinance, or restrictive covenants for such residential lot. The zoning, size and setback requirements applicable to the

Addition shall apply to all of Enlarged Lot 4.

Section 8. Installation of subdivision infrastructure. The City, at its expense, shall install any road, water main, sanitary sewer main, and storm water infrastructure in the Addition that is included in the subdivision plans or required by law or ordinance, unless this Agreement requires HFH to install it. HFH, at its expense, shall install individual service lines for each of Enlarged Lot 4 and Lot 5, including service lines for water and sewer. HFH, at its expense, shall cause to be installed other private utilities for Enlarged Lot 4 and Lot 5, including without limitation, natural gas, electricity, cable television, internet, and telephone. HFH shall pay the City hook-up fees for water and sewer, and shall purchase a water meter and pay the costs of tapping the water main, as set forth in the City Code and in supporting fee resolutions passed by the City Council of City.

Section 9. Relinquishment of existing easement. By August 1, 2015, the City a) shall remove an existing storm sewer pipeline located within an existing easement right-of-way on the east 10 feet of the Parcel, and b) shall file for record a relinquishment of that part of the permanent easement right-of-way granted to the City on the east 10 feet of the Parcel for the construction and maintenance of a storm sewer pipeline, which easement was recorded October 18, 1982, in Book 26, Pages 523-531 in the Buena Vista County, Iowa Recorder's Office. HFH shall not begin construction of a house or house foundation on the Parcel until after the City removes such sewer pipeline. HFH understands that the restriction of this Section means that, because of the additional limitations of Section 2, HFH should not, before August 1, 2014, temporarily place a house on the Property that will ultimately be set on a foundation located to any extent on the Parcel.

Section 10. Compliance with laws, ordinances and restrictive covenants. HFH shall obtain moving permits and building permits as required by law and shall otherwise comply with laws and ordinances governing any actions this Agreement requires HFH to take. Notwithstanding any provision of this agreement, HFH shall abide by any protective or restrictive covenants applicable to lots in the Addition established by the City. Any protective or restrictive covenants applicable to the Addition shall also apply to Enlarged Lot 4, and shall be enforceable against Enlarged Lot 4 to the same extent and for the same duration as they are enforceable with respect to other lots within the Addition. For purposes of the application of protective and restrictive covenants, Enlarged Lot 4, in its entirety, shall be considered one of the lots in the Addition.

Section 11. Conveyance of Parcel subject to retained easement. The conveyance of the Parcel to HFH shall be subject to a perpetual easement on, over, across, and through the following described real estate:

The North Ten feet (N. 10'), the South Five feet (S. 5'), and the West Five Feet (W. 5') of the real estate described as:

A PART OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID LOT 8, THENCE N 88°46'44" W, 17.06 FEET ALONG THE NORTH LINE OF SAID LOT 8; THENCE S 01°59'09" W, 124.54 FEET; THENCE S 88°36'10" E, 17.06 FEET TO THE EAST LINE OF SAID LOT 8;

THENCE N 01°59'04" E 124.59 FEET ALONG THE EAST LINE OF SAID LOT 8 TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 2125 SQUARE FEET

(the "Easement Area"), which easement shall be retained by, and in favor of, the City for the construction, maintenance, repair, operation, or removal of storm sewer pipeline and other public utilities. No building, fence or vertical improvement of any kind shall be placed, constructed, or installed on the Easement Area. A driveway or parking pad may be constructed on the Easement Area, provided it is and may be constructed on the Easement Area without violating any law, ordinance, or restrictive covenant. If the City damages any driveway or parking pad constructed on the Easement Area in the construction, maintenance, repair, or removal of any utility improvement, the City, at its expense, shall restore the driveway or parking pad to a condition as near to its condition before the City's work as possible.

Section 12. **No tax abatements.** HFH has been informed by the City and understands that the Property to be conveyed to HFH under this Agreement will not be eligible for any tax abatement under the law.

Section 13. **Indemnification.** HFH shall indemnify and save harmless City from all liability due to any actions or omissions on the part of the HFH relating to performance of this Agreement, including all legal expenses and costs incurred by City in defending any claim or suit arising under this Agreement, but only to the extent of the negligence or other wrongful conduct of HFH. City shall indemnify and save harmless HFH and its affiliates from any encumbrances on the designated lots prior to possession of the lots by HFH and all liability due to any actions or omissions on the part of the City relating to performance of this Agreement, including all legal expenses and costs incurred by HFH in defending any claim or suit arising under this Agreement, but only to the extent of the negligence or other wrongful conduct of City.

Section 14. **Not Assignable.** This Agreement may not be assigned, transferred, or conveyed by the parties.

Section 15. **Successors and Assigns Bound.** The provisions and restrictions of this Agreement shall be covenants running with the land and shall bind and inure to the benefit of the successors in interest and assigns of HFH and the City. The deed by which the City conveys the Property to HFH may incorporate the provisions and restrictions of this Agreement by reference to the Agreement, which Agreement shall be recorded in the Buena Vista County, Iowa Recorder's Office. The provisions and restrictions of this Agreement shall apply to Lot 4 and Lot 5 as they are located and configured in the Final Plat of the Addition and shall apply to the Parcel.

Section 16. **Subject to Council Approval.** This Agreement is subject to approval of the City Council of the City of Storm Lake, Iowa and shall be void if not so approved. Even if approved by the City Council of the City of Storm Lake, Iowa, the Agreement shall not be executed by the Mayor and City Clerk before the City Council's approval and the recording in the Buena Vista County, Iowa Recorder's Office of the Dedication of Plat and Final Plat of Storm Lake 3rd Addition. This Agreement shall be void if executed before such approval and recording.

Dated: _____

THE CITY OF STORM LAKE, IOWA

By: _____
Jon F. Kruse, Mayor

Attest: _____
Justin Yarosevich, City Clerk

Dated: _____

HFH OF BUENA VISTA, INC.

By: _____
Charles Valenti-Hein, President

By: _____
William Crilly, Board Member

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 2014, by Jon F. Kruse and Justin Yarosevich, as Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa.

Notary Public in and for the State Of Iowa

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the _____ day of _____, 2014, by Charles Valenti-Hein and William Crilly, as President and Board Member, respectively, of HFH of Buena Vista, Inc.

Notary Public in and for the State Of Iowa

Staff Summary

7/7/2014
Agenda Item # 19.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Motion Setting Public Hearing For Plans, Specifications, and Form of Contract For Phase 1 Storm Lake 3rd Addition Utilities**

BACKGROUND: This motion will set a public hearing for the plans, specifications, and form of contract for Phase 1 of the Storm Lake 3rd Addition Subdivision.

The dates are as follows for this project:

- Public Hearing - July 21, 2014 at 5:00 pm CST City Hall Council Chambers
- Bid Letting - July 29, 2014 at 10:00 am CST City Hall Council Chambers

Phase 1 of the Storm Lake 3rd Addition Subdivision includes the areas of lots 1-8 on the Storm Lake 3rd Addition Final Plat. Phase 1 needs the addition of all public infrastructure and utilities. Plans and specifications for the addition of utilities and infrastructure to Phase 1 of the Storm Lake 3rd Addition subdivision are ready for public review.

FISCAL IMPACT: Publication of the notice for the public hearing estimated to be about \$200.

RECOMMENDATION: Approve Motion to set the public hearing for July 21, 2014 at 5:00 pm during the regularly scheduled City Council meeting.

Staff Summary

7/7/2014

Agenda Item # 20.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: **Resolution # 09-R-2014-2014 Approving The Use Of Sunset Park For Outdoor Entertainment, Food Sales, Arts/Crafts Sales & Noise Variance For The Bridge Of Storm Lake / Christ For The City Cultural Event**

BACKGROUND: Attached to this staff summary is a written request from Anne Dahlhauser representing the Bridge of Storm Lake / Christ for the City - Storm Lake Organization requesting the use of Sunset Park for a Cultural Event scheduled for Friday, July 18, 2014 between the hours of 5:00pm and 9:00pm.

The specific requests are as follows:

*Use of Sunset Park on 7-18-2014 between the hours of 5:00pm and 9:00pm

*A Noise Variance for the listed date, location and times for outdoor amplified events

*Permission to sell crafts, art and photography items

*Permission to sell food

I have reviewed the request and find it to be in order. The organization has been instructed to coordinate with city administration to insure the proper insurance certificate is in effect.

FISCAL IMPACT: None

RECOMMENDATION: Pass Resolution #09-R-2014-2014 Contingent Upon Proper Insurance Coverage

ATTACHMENTS:

Description	Type
☐ letter, registration and variance	Backup Material
☐ Resolution No. 09-R-2014-2015	Resolution

Mark Prosser

From: Jay and Anne Dahlhauser <jayanne@knology.net>
Sent: Tuesday, July 01, 2014 11:02 AM
To: Mark Prosser
Cc: jay@thebridgeofstormlake.com; mcclellan@bv.edu
Subject: Bridge Festival July 18

Hello Mark,

On behalf of The Bridge, I'm writing to provide further details on the (potential, yet to be approved) Bridge Festival on July 18 at Sunset Park. The festival will be activity that features the work of the girls' middle school summer camps taking place that week; throughout the week, girls will work on art projects, music and dance performances, photography, and cooking. The festival will be an opportunity for them to showcase their creations to family and friends, to perform their songs, dances, and to display the art/photography. Also, there will be local musicians playing.

Specifically, we'd like to be able to sell some of the created items – art projects, photography, as well as packaged bake sale items from the cooking class. Proceeds will go towards The Bridge's summer camps. In addition, we'd like to offer local artists and crafters the opportunity to sell their products at the festival, if possible. They would purchase a table spot and keep all proceeds of the event.

Finally, we'd like to hold the event at 6:00, just after the final day of camp. Since this runs into the evening meal time, we would like to be able to have food available for a free will donation – in addition to the bake sale items.

Please let us know which additional steps we need to take and/or if this is all a possibility. We appreciate your help! If you have further questions, please feel free to contact us.

Anne Dahlhauser

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

City of Storm Lake Park Event / Rental Registration Application

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

Name of Requesting Party: Phone #:

Mailing Address: Email:

City: State: Zip:

Cell Phone:

2nd Contact: Position/Relationship:

Email: Cell Phone:

Requested Park: Event Date:

Event Type: Event Start Time:

Event End Time:

Please answer the following questions regarding your proposed events:

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

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

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

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

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

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

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

Do you have electrical needs? Identify:

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

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

Are you requesting Street closures? Which Streets?

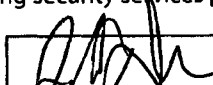
Starting Time:

Ending Time:

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

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

Signature Field



Date:

Vendors will be selling items in the Park.



Public Safety Police & Fire

PERMIT

401 East Milwaukee Avenue
Storm Lake, IA 50588
Phone: 712-732-8010

Event The Bridge / Christ for the City Cultural Event

Issued To: Name Anne Dahlhauser

Organization Organization Representative

Address 205 Flindt Suite 1

Storm Lake, IA 50588

Phone 712-299-0469

Date(s) of Event Friday, 7-18-2014

Time(s) of Event 5:00PM - 9:00PM

Expiration of Permit 7-19-2014

Location/Area of Use Sunset Park

Type of Permit

☒	☒	☒	1	Noise Variance -8-7-4
☐	☐	☐	2	Ride/Run/Walk - 9-13-4
☐	☐	☐	3	Parade -9-13-4
☐	☐	☐	4	Public Demonstration - 8-7-4
☐	☐	☐	5	Street Closing
☐	☐	☐	6	Fireworks - 8-2-1-(I2A)
☐	☐	☐	7	Authorized Burn - 7-2-2-B
☐	☐	☐	8	Other

Authorized by: Mark A. Prosser

Printed Name

Signature

7-8-2014

Date

Public Safety Director

Title

RESOLUTION NO. 09-R-2014-2015

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE TO
AUTHORIZE THE FOLLOWING FOR THE BRIDGE OF STORM LAKE/CHRIST FOR THE
CITY CULTURAL EVENT

To approve the use of Sunset Park on July 18, 2014 between the hours of 5:00pm and 9:00pm.

To further approve a noise variance on July 18, 2014 between the hours of 5:00pm and 9:00pm
in Sunset Park.

To further approve the sale of crafts, art and photography items in Sunset Park during the event.

To further approve food sales in the Sunset Park during the event.

PASSED AND APPROVED this 7th day of July 2014

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, Deputy City Clerk

Staff Summary

7/7/2014

Agenda Item # 21.



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

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: **Resolution # 10-R-2014-2015 Approving Street & Sidewalk Sales, Street Closures, Food Vending, Noise Variance & Related Requests To The 2014 Ridiculous Days**

BACKGROUND: Attached to this staff summary is a written request submitted by Kristi Davis of Storm Lake United submitting a series of requests in connection with the 2014 Ridiculous Days Events scheduled for July 17 and 18, 2014.

The specific requests are as follows:

*The closure of the 500 and 600 blocks of Lake Avenue on Thursday, 7-17-2014 between the hours of 3:00pm and 9:00pm

*Permission for sidewalk sales in the Central Business District on July 17 (8:00am until 8:00pm) and July 18 (8:00am until 5:00pm)

*Permission for food sales (Taste of Storm Lake) in the 600 block of Lake Avenue on 7-17-2014 between the hours of 4:00pm and 8:00pm

*A Noise Variance to be issued on 7-17-2014 between the hours of 4:00pm and 10:00pm for outdoor amplified entertainment within the Lake Avenue venue

I have reviewed the requests and find them to be consistent with previous years.

FISCAL IMPACT: The event will require some staff time to place barricades and divert traffic. These costs will be absorbed within the normal operational budgets of the Street and Public Safety Departments.

The event is designed to bring shopper and visitors into the city's downtown area and it should reflect a positive financial impact on local businesses.

RECOMMENDATION: Pass Resolution No. 10-R-2014-2015

ATTACHMENTS:

Description	Type
❏ Ridiculous Days Letter & Variance	Contract
❏ Resolution No. 10-R-2014-2015	Resolution

July 7, 2014

TO: Chief Prosser
Public Safety
Storm Lake, IA

FROM: Kristi Davis
Marketing and Activities Director
Storm Lake United

Dear Chief Prosser,

Storm Lake United would like to submit a permit request for July 17 and 18 for Ridiculous Days on the 500 and 600 blocks of Lake Avenue. I would like to include in the permit:

- Permission to close the 500 and 600 blocks of Lake Ave on July 17th from 3:00 pm until 9:00 pm
- Permission to hold sidewalks sales on July 17 from 8:00 a.m. to 8:00 pm and July 18 from 8:00 am to 5:00 pm
- Permission to allow food vendors on the sidewalks and for Taste of Storm Lake to be moved to the 600 Block of Lake Ave. on July 17th from 4:00 pm to 8:00 pm
- A noise variance on July 17th from 4:00 pm to 10:00 p.m.

Thank you for your time and consideration.

Sincerely,

Kristi Davis
Storm Lake United



Public Safety Police & Fire

PERMIT

401 East Milwaukee Avenue
Storm Lake, IA 50588
Phone: 712-732-8010

Event 2014 Ridiculous Days

Issued To: Name Kristi Davis
Organization Storm Lake United
Address 119 W 6th Street
Storm Lake, IA 50588
Phone 712-732-3780

Date(s) of Event July 17, 2014
Time(s) of Event 4:00PM - 10:00PM
Expiration of Permit July 18, 2014

Location/Area of Use 500 & 600 Blocks of Lake Avenue

Type of Permit

☒	☒	☒	1	Noise Variance -8-7-4
☐	☐	☐	2	Ride/Run/Walk - 9-13-4
☐	☐	☐	3	Parade -9-13-4
☐	☐	☐	4	Public Demonstration - 8-7-4
☐	☐	☐	5	Street Closing
☐	☐	☐	6	Fireworks - 8-2-1-(I2A)
☐	☐	☐	7	Authorized Burn - 7-2-2-B
☐	☐	☐	8	Other

Authorized by: Mark A. Prosser

Printed Name
Signature

7-8-2014
Date
Public Safety Director
Title

RESOLUTION NO. 10-R-2014-2015

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA TO AUTHORIZE THE FOLLOWING FOR THE 2014 STORM LAKE UNITED RIDICULOUS DAYS EVENTS

To approve closing the 500 and 600 blocks of Lake Avenue on Thursday, July 17, 2014 between the hours of 3:00pm and 9:00pm.

To further approve sidewalk sales in the Central Business District on July 17, 2014 between the hours of 8:00am until 8:00pm and on July 18, 2014 between the hours of 8:00am until 5:00pm.

To further approve food sales in the 600 block of Lake Avenue on July 17, 2014 between the hours of 4:00pm and 8:00pm.

To further approve a noise variance on July 17, 2014 between the hours of 4:00pm and 10:00pm within the Lake Avenue venue.

PASSED AND APPROVED this 7th day of July 2014.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, Deputy City Clerk

Staff Summary

7/7/2014
Agenda Item # 22.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Ordinance No. 01-O-2014-2015 Adopting TIF Ordinance On Pizza Ranch Development - First Reading**

BACKGROUND: The City of Storm Lake previously amended the Bargloff Urban Renewal Area to include the Pizza Ranch Development and then approved a Development Agreement with Pizza Ranch in which the City agreed to provide certain economic incentives to the development for the construction of a business and the creation of jobs.

The adoption of a TIF Ordinance is the next step in this process. This ordinance will set a base tax value on the property as of January 1, 2013 and allow the City to capture the increased value on the project for the next 20 tax years. The capture of the increased value will be used to make payment of the tax incentives promised to the developer and to pay for public improvements made within the Urban Renewal Area now and in the future provided the City has outstanding debt recorded against the Urban Renewal Area. The City currently has debt recorded on the Bargloff Urban Renewal Area.

FISCAL IMPACT: The base value of the property will be set at the January 1, 2013 level which was \$123,070. The value on January 1, 2014 (mid construction) was \$266,040 for a growth in taxable value of \$142,970. With an assumed TIF levy rate of \$32/thousand dollars of taxable value the City could see revenue of \$4,575.04 in the first year of the TIF.

The second year will be considerably more considering the full value of the building will be included. The County Assessor anticipates that the value could be in excess of \$900,000.

RECOMMENDATION: Adopt Ordinance No. 01-O-2014-2015 on:
1st Reading - July 7, 2014
2nd Reading - July 21, 2014
3rd Reading - August 4, 2014

ATTACHMENTS:

Description	Type
 Ordinance No. 01-O-2014-2015	Ordinance

ORDINANCE NO. 01-O-2014-2015

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON A PORTION OF THE PROPERTY LOCATED WITHIN THE NORTH #1 - BARGLOFF URBAN RENEWAL AREA, IN THE CITY OF STORM LAKE, COUNTY OF BUENA VISTA, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF STORM LAKE, COUNTY OF BUENA VISTA, STORM LAKE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE NORTH #1 - BARGLOFF URBAN RENEWAL AREA (THE NORTH #1 - BARGLOFF URBAN RENEWAL PLAN (PIZZA RANCH PARCEL)

WHEREAS, the City Council of the City of Storm Lake, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 08-R-2010-2011 passed and approved on the 19th day of July, 2010, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the North #1 - Bargloff Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area was amended by an Amendment No. 1 adopted by Resolution No. 42-R-2013-2014 on December 2, 2013. The Urban Renewal Area includes the property owned by Lakes Investment Group, L.L.C. ("Pizza Ranch Parcel"), which is located at 517 West Milwaukee Avenue, Storm Lake, and is legally described as:

LOTS 3E AND 3F IN THE SLADC SUBDIVISION OF LOT 3 OF IOWA LAND AND BUILDINGS 3RD ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA TOGETHER WITH
A PART OF THE FORMER STATION GROUNDS OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY IN STORM LAKE, IOWA, LYING IN THE SOUTHWEST QUARTER (SW¼), SECTION THIRTY-FOUR (34), TOWNSHIP NINETY-ONE (91) NORTH, RANGE THIRTY-SEVEN (37) WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 33.0 FEET NORTH AND 830.5 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5TH P.M., THEN DUE EAST A DISTANCE OF 387.1 FEET; THENCE DUE NORTH A DISTANCE OF 40.85 FEET; THENCE NORTH 89°58' WEST A DISTANCE OF 387.1 FEET; THENCE DUE SOUTH A DISTANCE OF 41.08 FEET TO THE POINT OF BEGINNING, AND CONTAINING AN AREA OF 15,858 SQUARE FEET.

Buena Vista County, Iowa Parcel ID numbers are 10-34-353-005 and 10-34-354-005.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Storm Lake, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City has determined to adopt individual TIF Ordinances on various properties within the Urban Renewal Area as parcels are developed and produce tax increment; and

WHEREAS, the City Council of the City of Storm Lake, State of Iowa, desires to provide for the division of revenue from taxation on the Pizza Ranch Parcel, as above described, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof (the Pizza Ranch Parcel), by and for the benefit of the State of Iowa, City of Storm Lake, County of Buena Vista, Storm Lake Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area (Pizza Ranch Parcel), as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Storm Lake, State of Iowa, certifies to the Auditor of Buena Vista County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein (which certification is directed to be made during the 2014 calendar year), shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid. Thus, if “debt” is certified by December 1, 2014, the frozen base valuation for the Pizza Ranch Parcel shall be January 1, 2013.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Storm Lake, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12 of the Code of Iowa, as amended, incurred by the City of Storm Lake, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19 shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area (the Pizza Ranch Parcel) exceeds the total assessed value of the taxable property in the Urban Renewal Area (the Pizza Ranch Parcel) as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area (the Pizza Ranch Parcel) shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Storm Lake, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area (Pizza Ranch Parcel) shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area (Pizza Ranch Parcel) as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Urban Renewal Area (Pizza Ranch Parcel) and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2014.

Jon F. Kruse, Mayor

ATTEST:

City Clerk

Staff Summary

7/7/2014
Agenda Item # 23.



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

REPORT TO: Honorable Mayor and City Council

FROM: Jennifer Movall, Finance Department Manager

SUBJECT: **Resolution No. 11-R-2014-2015 Setting Public Hearing for Not To Exceed \$7,500,000 General Obligation Urban Renewal Refunding Capital Loan Notes**

BACKGROUND: This agenda item will set the public hearing for Not To Exceed \$7,500,000 General Obligation Urban Renewal Refunding Capital Loan Notes for July 21, 2014. This is for the refinancing of the \$6.0M Hotel Revenue Bond and the \$2.94M Bond.

During discussions with our bond counsel and financial advisor they recommend refinancing these two bond issue for several reasons.

1. Lower interest rate
2. Extend principal payments out an additional ten years as well as eliminate the balloon payments at the end of the bond term.
3. Reduce the annual principal and interest payments. The FY2015 principal and interest payments for these two bonds is a total of \$708,223.

The intent is to wait until the bonds are callable to refinance them. The callable dates are June 1, 2015 for the \$6.0M Bond and June 1, 2016 for the \$2.94M Bond. If our financial advisor, Tim Oswald, sees that interest rates are going up we will review the opportunity to refinance prior to the callable dates in order to take advantage of the most savings.

Setting and holding this public hearing will enable the City to start the process of refinancing the debt when it will be most cost effective.

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

RECOMMENDATION: Adopt Resolution No. 11-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Resolution No. 11-R-2014-2015	Resolution

RESOLUTION NO. 11-R-2014-2015

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$7,500,000 GENERAL OBLIGATION URBAN RENEWAL REFUNDING CAPITAL LOAN NOTES OF THE CITY OF STORM LAKE, STATE OF IOWA, (FOR ESSENTIAL CORPORATE URBAN RENEWAL PURPOSE(S)), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

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

WHEREAS, the City of Storm Lake, State of Iowa, is in need of funds to carry out essential corporate urban renewal project(s) as hereinafter described; and, it is deemed necessary that the City should issue General Obligation Urban Renewal Refunding Capital Loan Notes, to the amount of not to exceed \$7,500,000, as authorized by Sections 384.24A, 384.25 and 403.12, of the Code of Iowa, for the purpose of providing funds to pay costs thereof; and

WHEREAS, before bonds may be issued, it is necessary to comply with the procedural requirements of Chapters 384 and 403 of the Code of Iowa, and to publish a notice of the proposal to issue such notes and the right to petition for an election; and

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

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

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

That this Council meet in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at 5:00 o'clock P.M., on the 21st day of July, 2014, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$7,500,000

General Obligation Urban Renewal Refunding Capital Loan Notes, for essential corporate urban renewal purpose(s) of the City, the proceeds of which notes will be used to provide funds to pay costs of refunding existing City indebtedness, including the Taxable General Obligation Urban Renewal Bonds, Series 2006 and 2007.

The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Refunding Capital Loan Notes, evidencing the City's obligations to a principal amount of not to exceed \$7,500,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

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

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

(To be published on or before: July 10, 2014)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF STORM LAKE, STATE OF IOWA, ON THE
MATTER OF THE PROPOSED AUTHORIZATION OF A
LOAN AGREEMENT AND THE ISSUANCE OF NOT TO
EXCEED \$7,500,000 GENERAL OBLIGATION URBAN
RENEWAL REFUNDING CAPITAL LOAN NOTES OF THE
CITY (FOR ESSENTIAL CORPORATE URBAN RENEWAL
PURPOSE(S)), AND THE HEARING ON THE ISSUANCE
THEREOF

PUBLIC NOTICE is hereby given that the City Council of City of Storm Lake, State of Iowa, will hold a public hearing on the 21st day of July, 2014, at 5:00 o'clock P.M., in the Council Chambers, City Hall, 620 Erie Street, Storm Lake, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$7,500,000 General Obligation Refunding Capital Loan Notes, for essential corporate urban renewal purpose(s) of the City, in order to provide funds to pay costs of refunding existing City indebtedness, including the Taxable General Obligation Urban Renewal Bonds, Series 2006 and 2007. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City, to the above action. After all objections have been

received and considered, the Council will at this meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the City thereunder or will abandon the proposal.

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

This notice is given by order of the City Council of the City of Storm Lake, State of Iowa, as provided by Sections 384 and 403 of the Code of Iowa.

Dated this _____ day of _____, 2014.

City Clerk, City of Storm Lake, State of Iowa

(End of Notice)

PASSED AND APPROVED this 7th day of July, 2014.

Jon F. Kruse, Mayor

ATTEST:

Sue Vossberg, Deputy City Clerk

Staff Summary

7/7/2014

Agenda Item # 24.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Resolution No. 12-R-2014-2015 Accepting And Awarding Bid For Water Supply Well #20**

BACKGROUND: The City solicited bids for construction of Water Supply Well number 20 and raw water line back to well number 15. The City received three bids on June 26th. The base bid included stainless steel casing pipe. Each bidder was also required to bid a deduct to replace the stainless steel pipe with steel casing pipe.

A total of three bids were received:

	Base Bid	Deduct	Bid
with Deduct			
Sargent Drilling Company	\$923,959.95	\$79,712.00	
\$844,247.95			
Layne Christensen Company	\$946,663.50	\$93,717.00	
\$852,951.50			
C.L. Carroll Company Inc.	\$1,122,763.00	\$70,000.00	
\$1,052,763.00			

With the base bid using stainless steel casing pipe the low bid was approximately 3.2% above the adjusted engineer's cost estimate and the net bid with the deduct was approximately 1.25% below the engineer's estimate.

After reviewing the bids, the most responsible bid based on price and past performance is Sargent Drilling Company with a low bid of \$923,959.95 or \$844, 247.95 with deduct.

It is staff's recommendation to proceed with the stainless steel casing due to the extended life expectancy of stainless, and since most of our wells are stainless.

FISCAL IMPACT: The City bonded for this project last year. The project is in the Capital Improvement Budget.

Engineering - \$55,500

Construction - \$923,959.95
Legal - \$10,000
Land Acquisition - \$117,410
Total: \$1,106,869.95

RECOMMENDATION: Council Adopt Resolution #12-R-2014-2015 Accepting and Awarding Bid for Water Supply Well No. 20 to Sargent Drilling Company in the amount of \$923,959.95.

ATTACHMENTS:

Description	Type
☐ Resolution No. 12-R-2014-2015	Resolution

RESOLUTION NO. 12-R-2014-2015

RESOLUTION ACCEPTING AND AWARING BID FOR THE CITY OF STORM LAKE WATER SUPPLY WELL #20 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 Water Supply Well #20 Project, described in the plans and specifications heretofore adopted by this Council on June 2, 2014 be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor:	Sargent Drilling Company, Geneva, NE
Amount of bid:	\$923,959.95
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 7th day of July, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

7/7/2014
Agenda Item # 25.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Motion To Approve Engineering Agreement With Bolton & Menk, Inc. For Engineering Consulting Services To The Waste Water Treatment Plant**

BACKGROUND: Last month, the City's Grade IV Waste water treatment plant superintendent left for another job. The City does have a Grade III operator that is currently doing a great job managing the plant. However, there are issues that arise, especially with the construction at the plant, in which he needs help with operational issues and the ability to ask questions from a more experienced operator. It is also beneficial to have someone review the plant operations and offer suggestions to improve the process.

Bolton & Menk have two highly respected wastewater engineers and operators. We have negotiated the attached professional services agreement to have one of them assist at least a half day per week and be available for emergency situations if they arise up to 23 hours per week.

We have made an employment offer to an individual to be our new wastewater plant superintendent. We anticipate his arrival in late July. This agreement would be limited to 6 weeks at 23 hours per week, if needed. At this time we only anticipate the Bolton & Menk operator being at the plant four hours per week.

FISCAL IMPACT: The professional services agreement is limited to \$19,000 for 23 hours per week for 6 weeks. The City only pays for the services provided.

RECOMMENDATION: Motions to approve the professional services agreement with Bolton & Menk for wastewater operator IV consulting services.

ATTACHMENTS:

Description	Type
☐ Bolton & Menk Agreement	Contract

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF STORM LAKE, IOWA
AND
BOLTON & MENK, INC.**

WASTEWATER TREATMENT OPERATIONS ASSISTANCE

THIS IS AN AGREEMENT made as of June 19, 2014, between the City of Storm Lake, Iowa (OWNER) and Bolton & Menk, Inc. (ENGINEER). OWNER owns a wastewater treatment facility and requests assistance with treatment facility operations as OWNER searches for a new plant superintendent. ENGINEER will provide professional engineering services and operations assistance for OWNER'S wastewater treatment facility.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional services by ENGINEER and the payment for those services by OWNER as set forth below.

1.0 BASIC SERVICES OF ENGINEER

ENGINEER will provide the scope of services as indicated for operations assistance of the wastewater treatment facilities described in Section 1.1.

1.1 Scope of Services

1.1.1 Operation Assistance Services

- A. Review meeting with OWNER at the wastewater treatment facility.
- B. Periodic visits to the wastewater treatment facility by an Iowa Grade 4 licensed wastewater treatment facility operator. Two eight (8) hour days per week anticipated time required.
- C. Telephone consultation on operations issues as required.

1.1.2 Engineering Services

- A. Review meeting at plant with OWNER.
- B. Telephone consultation as required for review of process control and operations issues.

2.0 ADDITIONAL SERVICES OF ENGINEER

- 2.1 ENGINEER will provide additional services as requested by OWNER. Additional services will be limited to professional engineering services.
- 2.2 OWNER will issue written requests for additional services, if possible. OWNER agrees to compensate ENGINEER for additional services whether request is written or oral.
- 2.3 ENGINEER shall be entitled to additional compensation for any authorized additional services at the applicable hourly rates.

3.0 OWNER'S RESPONSIBILITIES

- 3.1 OWNER shall designate, in writing, the OWNER'S representative who has authority to order engineering services, transmit instructions, and receive information, and interpret and define the OWNER'S policies with respect to the project and ENGINEER'S services.
- 3.2 OWNER shall provide all criteria and full information as to OWNER'S requirements for the project including design objectives and constraints, space, capacity, engineering drawings and specifications of existing facilities, and performance requirements. OWNER shall also provide all previously acquired information including, but not limited to, boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, geotechnical engineering reports, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. ENGINEER may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by OWNER.
- 3.3 OWNER shall assist ENGINEER by collecting any pertinent available information.
- 3.4 OWNER shall arrange for access to and make all provisions for ENGINEER to enter upon public or private property as required to perform services.
- 3.5 OWNER shall obtain any and all regulatory permits required for the proper and legal execution of the project. OWNER shall execute and submit any regulatory permit applications prepared by ENGINEER.
- 3.6 OWNER shall give prompt notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect or required revision of the work.
- 3.7 OWNER will hire, when requested by ENGINEER, independent companies to perform laboratory and material testing services and soil investigations that can be justified for the proper design and construction of the project. ENGINEER shall assist OWNER in selecting a testing company. Payment for testing services shall be made directly to the testing company by OWNER and is not part of this Agreement.
- 3.8 OWNER shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for completion of the professional services described in this Agreement.
- 3.9 OWNER shall promptly compensate ENGINEER in accordance with Section 5.0 of this Agreement.

4.0 PERIOD OF SERVICE

- 4.1 ENGINEER will initiate services upon execution of this Agreement and request by OWNER and will continue to provide services until notified by OWNER to stop work.

5.0 PAYMENTS TO ENGINEER

5.1 Method of Payment for Services and Expenses of ENGINEER

- 5.1.1 OWNER shall pay ENGINEER for ENGINEER'S services on an hourly rate basis as per the attached fee schedule. Rates for staff assigned to this project:

Larry Hill, Grade 4 Operator	\$110/hour
Gregory Sindt, P.E.	\$195/hour

- 5.1.2 OWNER shall pay ENGINEER for reimbursable expenses the actual cost to ENGINEER plus ten percent.

5.2 Times of Payments

- 5.2.1 ENGINEER shall submit monthly statements. OWNER shall make payment within thirty days of statement.
- 5.2.2 If OWNER fails to make any payment due ENGINEER within thirty days after receipt of ENGINEER'S statement, the amounts due ENGINEER shall be increased at the rate of 1.5% per month from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice, suspend services and withhold project deliverables under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and charges.

5.3 Definitions

- 5.3.1 Reimbursable Expenses mean the actual expenses incurred by ENGINEER or ENGINEER'S independent professional associates or consultants, such as expenses for transportation and subsistence and reproduction of reports and documents.

5.4 Maximum fee

The maximum fee is based on six weeks of service (6 weeks at 23 hours per week for operator). The total fee shall not exceed nineteen thousand dollars (\$19,000) without approval from OWNER.

6.0 OPINIONS OF COST

- 6.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, ENGINEER cannot and does not guarantee construction costs or OWNER'S profitability. ENGINEER may issue opinions of costs as requested by OWNER. Such opinions will be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional engineer. All cost estimates are opinions for general information of OWNER and ENGINEER does not warrant or guarantee the accuracy of construction cost opinions or estimates. OWNER agrees that costs for project financing shall be based upon actual, competitive bid prices with reasonable contingencies.

7.0 GENERAL CONSIDERATION

7.1 Termination

- 7.1.1 The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, ENGINEER shall be paid for services performed to the termination notice date in accordance with Section 5 plus reasonable termination expenses relative to completing files and reports on services to the date of termination.
- 7.1.2 If the ENGINEER for any reason does not complete all the services contemplated by this Agreement, the ENGINEER cannot be responsible for the accuracy, completeness or workability of the contract documents prepared by the ENGINEER if used, changed or completed by the OWNER or by another party. Accordingly, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) for injury or loss arising from such use, completion or any unauthorized changes made by any party to any contract documents prepared by the ENGINEER, except to the extent those damages, liabilities, and costs arise from the negligence or willful misconduct of the ENGINEER.

7.2 Reuse of Documents

All documents including Drawings and Specifications (including electronic versions of any documents) prepared or furnished by ENGINEER (and ENGINEER'S independent professional associates and consultant's) pursuant to this Agreement are instruments of service in respect to the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. ENGINEER shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights including the copyright. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER'S independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER'S independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3 Insurance

- 7.3.1 ENGINEER agrees to maintain such commercial general liability insurance for claims arising from bodily injury, death or property damage which may arise from the negligent performance by the ENGINEER or its employees of its day-to-day general business activities (such as automobile use) and exclusive of the performance of the professional services described in this Agreement. The limit of general liability coverage shall be \$1,000,000 per each occurrence.
- 7.3.2 ENGINEER agrees to maintain statutory worker's compensation coverage.

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

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

7.3.5 Additional insurance coverages such as project insurance for extended professional liability coverage beyond the completion of the project may be obtained. The cost of any of these additional coverages shall be paid by OWNER as a Reimbursable Expense.

7.4 Controlling Law

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

7.5 Successors and Assigns

7.5.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.5.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.5.3 Nothing under this Agreement shall be construed to give any rights of benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

7.6 Standard of Care

Services performed by ENGINEER under this Agreement will be conducted in the manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended.

7.7 Allocation of Risks

- 7.7.1 ENGINEER shall indemnify, defend, and hold harmless OWNER and its officials, agents and employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by ENGINEER's employees, agents, or subconsultants.
- 7.7.2 OWNER shall indemnify, defend, and hold harmless ENGINEER and its employees from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by OWNER's employees, agents, or consultants.
- 7.7.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's services under this Agreement are being performed solely for OWNER's benefit, and no other entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services provided hereunder. ENGINEER agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of the paragraph.

7.8 Effect of Purchase Orders

In the event that OWNER issues to ENGINEER a purchase order, acknowledgement, or similar document, none of the terms or conditions thereon shall alter or add to any of the terms of this Agreement. Such document, whether or not signed by ENGINEER, shall be considered as a document for OWNER'S internal management of its operations.

7.9 Work Currently in Progress

Any work currently under assignment shall be completed under this Agreement.

7.10 Remedies

OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute.

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, OWNER and ENGINEER agree that disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

If disputes are not resolved by mediation then either party may seek relief through Iowa District Court.

OWNER and ENGINEER further agree to include similar mediation provisions in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include similar mediation and arbitration provisions in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

7.11 Contingent Fee

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

7.12 Corporate Protection

It is intended by the parties to this Agreement that the ENGINEER'S services in connection with the project shall not subject the ENGINEER'S individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the OWNER agrees that as the OWNER'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the ENGINEER, and not against any of the ENGINEER'S employees, officers or directors.

7.13 Hazardous Materials

It is acknowledged by both parties that the ENGINEER'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the ENGINEER or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of the ENGINEER'S services, the ENGINEER may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the OWNER retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

7.14 Unauthorized Changes

In the event the OWNER consents to, allows, authorizes or approves of changes to any plans, specifications or other Construction Document, and these changes are not approved in writing by the ENGINEER, the OWNER recognizes that such changes and the results thereof are not the responsibility of the ENGINEER. Therefore, the OWNER agrees to release the ENGINEER from any liability arising from the construction, use or result of such changes. In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except to the extent those damages, liabilities and costs arise from the negligence or willful misconduct of the ENGINEER.

7.15 Third Party Beneficiaries

Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely for the OWNER'S benefit, and no other entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

7.16 Changes in Project Scope

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

7.17 Use of Electronic/Digital Data

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

7.18 Non-Discrimination

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

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

7.19 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.0 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1 The following Exhibits are attached to and made a part of this Agreement:

8.1.1 Exhibit A "Fee Schedule".

8.2 This Agreement (consisting of pages 1 to 9 inclusive) with the Exhibits and Schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER
City of Storm Lake, Iowa

By: _____
James Patrick, City Manager

Address for giving notice:

P.O. Box 1086
Storm Lake, IA 50588

CLIENT'S Representative with authority for
ordering engineering services and transmitting
instructions:

James Patrick

ENGINEER:
Bolton & Menk, Inc.

By: _____
Gregory L. Sindt, Treasurer

Address for giving notices:

P.O. Box 668
Ames, Iowa 50010

EXHIBIT A
BOLTON & MENK, INC.
Fee Schedule - 2014

The following Schedule of Fees is based upon competent, responsible engineering and surveying services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the Professional Engineer or Surveyor and the Client, that fees be commensurate with the service rendered.

2014 Hourly Billing Rates

Senior Principal Engineer/Surveyor	\$140-198/Hour
Senior Project Manager	\$118-166/Hour
Project Manager	\$100-150/Hour
Associate Engineer/Surveyor	\$100-150/Hour
Project/Design Engineer	\$64-144/Hour
Licensed Surveyor	\$76-140/Hour
Project Surveyor	\$60-110/Hour
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$70-130/Hour
Senior Technician	\$70-145/Hour
Technician	\$54-98/Hour
Administrative Support & Clerical	\$35-84/Hour
GPS/Robotic Survey Equipment	No Charge
CAD/Computer Usage	No Charge
Routine Office Supplies	No Charge
Routine Photo Copying/Reproduction	No Charge
Field Supplies/Survey Stakes & Equipment	No Charge

Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for Principals, Senior Associates, Associates and members of the staff vary according to skill and experience. The Schedule of Fees shall apply for the period through December 31, 2014. These rates may be adjusted annually thereafter to account for changed labor costs, inflation or changed overhead conditions.

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