

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
MAY 5, 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 Shelter House Use, Noise Variance, & Parking Variance For 2014 Storm Lake United Events**
3. **Public Hearing Prunty/Zinn Voluntary Annexation**
4. **Resolution No. 84-R-2013-2014 Approving Voluntary Annexation By Prunty & Zinn**
5. **Public Hearing To Vacate & Sell Public Right Of Way**
6. **Ordinance No.10-R-2013-2014 Vacation Of Public Right Of Way On Behalf Of Buena Vista Regional Medical Center**
7. **Motion Authorizing A Noise Variance For The 2014 Buena Vista University "Senior Send Off" Event**
8. **Motion Approving A Preliminary Plat For A Major Subdivision By The City Of Storm Lake**
9. **Motion Setting Public Hearing On Fiscal Year 2013-2014 Budget Amendment**
10. **Motion To Reject Bids For Seneca Street Project From HWY7/Milwaukee North Approximately 400 Feet**
11. **Set Public Hearing On Expansion Blvd Storm Water Project**
12. **Motion To Accept Proposal From Mid American To Move Street Lights For The Lake Avenue Trail Project**
13. **Set Public Hearing For Lake Avenue Recreational Trail**
14. **Ordinance No. 09-O-2013-2014 Amending Chapter 4-3 Of City Code On Solicitors, Peddlers, & Transient Merchants - Third Reading**
15. **Resolution No. 78-R-2013-2014 Updating Fee Resolution**
16. **Resolution No. 85-R-2013-2014 Proposing & Consenting To Annexation Of City Owned Land & Setting Date For Consultation Meeting & Annexation Hearing**
17. **Resolution No. 86-R-2013-2014 Authorizing Submission Of Grant Application & Certification Of Grant Requirements**

18. **Motion Approving Engineering Agreement For Runway 13/31 Project - Construction Observation Services**
19. **Motion Accepting Bids, Awarding Bid, & Approving Contract For Chautauqua Building Asbestos Removal**
20. **Motion Approving Conservation Design Forum (CDF) Contract**
21. **Motion Approving CommUnity Ed Relocation**
22. **Motion To Approve Signing And Submitting US EDA Technical Assistance Grant Application**
23. 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.*

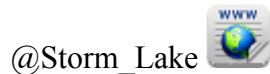
***Ordinances may be read at three consecutive meetings or readings may be waived and ordinances may be passed at only one or two meetings.*



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Staff Summary

5/5/2014

Agenda Item # A.



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

REPORT TO: Honorable Mayor and City Council

FROM: Sue Vossberg, Deputy Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe and Sunrise Pointe Golf Course disbursements for approval
- Approve the April 21, 2014 City Council Minutes
- Approve the Storm Lake United requests for Taste of Storm Lake and Farmer's Market

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$665,119.94
- King's Pointe Bills - \$211,556.85
- Sunrise Pointe Golf Course Bills - \$3,939.05

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ List of Bills - King's Pointe & Sunrise Pointe	List of Bills
☐ Minutes - April 21, 2014	Minutes

UNAVAILABLE

AFLAC	PR Batch 00557.04.2014 Aflac Pretax	491.72
AFLAC	PR Batch 00557.04.2014 Aflac After tax	160.56
AFLAC	PR Batch 00551.05.2014 Aflac Pretax	50.17
AFLAC	PR Batch 00551.05.2014 Aflac After tax	54.06
City of Storm Lake	PR Batch 00551.05.2014 Dental insurance employee c	1.06
City of Storm Lake	PR Batch 00551.05.2014 Dental employee/spouse	10.85
City of Storm Lake	PR Batch 00551.05.2014 Dental insurance family	32.27
City of Storm Lake	PR Batch 00551.05.2014 125 Flexible Benefits	259.57
City of Storm Lake	PR Batch 00551.05.2014 Flex- Child Care	20.83
City of Storm Lake	PR Batch 00551.05.2014 Health Insurance Family	646.58
City of Storm Lake	PR Batch 00551.05.2014 Health Insurance Single	22.92
City of Storm Lake	PR Batch 00557.04.2014 Dental employee/child	8.46
City of Storm Lake	PR Batch 00557.04.2014 Dental insurance employee c	15.68
City of Storm Lake	PR Batch 00557.04.2014 Dental employee/spouse	18.00
City of Storm Lake	PR Batch 00557.04.2014 Dental insurance family	93.50
City of Storm Lake	PR Batch 00557.04.2014 125 Flexible Benefits	672.44
City of Storm Lake	PR Batch 00557.04.2014 Flex- Child Care	115.38
City of Storm Lake	PR Batch 00557.04.2014 Health Insurance Family	2,007.62
City of Storm Lake	PR Batch 00557.04.2014 Health Insurance Single	317.40
Collection Services Center	PR Batch 00557.04.2014 Child Support Payments to I	628.24
Collection Services Center	PR Batch 00551.05.2014 Child Support Payments to I	325.00
Conseco Health Insurance Co	PR Batch 00557.04.2014 Cancer Pre Tax Insurance	58.30
EFTPS	PR Batch 00557.04.2014 Federal Income Tax	10,870.86
EFTPS	PR Batch 00557.04.2014 FICA Employee Portion	4,180.35
EFTPS	PR Batch 00557.04.2014 FICA Employer Portion	4,180.35
EFTPS	PR Batch 00557.04.2014 Medicare Employee Portion	1,536.26
EFTPS	PR Batch 00557.04.2014 Medicare Employer Portion	1,536.26
EFTPS	PR Batch 00551.05.2014 Federal Income Tax	4,151.31
EFTPS	PR Batch 00551.05.2014 FICA Employee Portion	1,868.00
EFTPS	PR Batch 00551.05.2014 FICA Employer Portion	1,868.00
EFTPS	PR Batch 00551.05.2014 Medicare Employee Portion	525.59
EFTPS	PR Batch 00551.05.2014 Medicare Employer Portion	525.59
ICMA Retirement Trust 457	PR Batch 00551.05.2014 ICMA	1,050.00
ICMA Retirement Trust 457	PR Batch 00551.05.2014 ICMA City Paid	529.18
ICMA Retirement Trust 457	PR Batch 00551.05.2014 ICMA City paid for Police	424.91
ICMA Retirement Trust 457	PR Batch 00557.04.2014 ICMA	885.00
Iowa Public Employees	PR Batch 00557.04.2014 IPERS	4,058.46
Iowa Public Employees	PR Batch 00557.04.2014 IPERS City Share	6,090.95
Iowa Public Employees	PR Batch 00551.05.2014 IPERS	1,524.29
Iowa Public Employees	PR Batch 00551.05.2014 IPERS City Share	2,287.73
ITT Hartford AMS RPVA	PR Batch 00551.05.2014 457 Hartford	100.00
ITT Hartford AMS RPVA	PR Batch 00557.04.2014 457 Hartford	225.00
KYAW PWA	Refund Check	24.68
KYAW PWA	Refund Check	45.45
KYAW PWA	Refund Check	20.93
KYAW PWA	Refund Check	1.73
KYAW PWA	Refund Check	8.82
MARTINEZ MARIA	Refund Check	25.25
MARTINEZ MARIA	Refund Check	46.97
MARTINEZ MARIA	Refund Check	21.39
MARTINEZ MARIA	Refund Check	1.77
MARTINEZ MARIA	Refund Check	9.01
Muni Fire/Police Retire	PR Batch 00557.04.2014 Muni Police/Fire Pension	2,999.86
Muni Fire/Police Retire	PR Batch 00557.04.2014 Muni Police/Fire Pension Ci	9,612.32
Muni Fire/Police Retire	PR Batch 00551.05.2014 Muni Police/Fire Pension	521.22
Muni Fire/Police Retire	PR Batch 00551.05.2014 Muni Police/Fire Pension Ci	1,670.13
Teamsters Local Union 554	PR Batch 00557.04.2014 Union Dues	254.00

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

Checks for Approval Report

From: 04/22/14 To 05/05/14
User: tyler.gibbins

Treasurer State Of Iowa	PR Batch 00557.04.2014 State Income Tax	4,096.56
Treasurer State Of Iowa	PR Batch 00551.05.2014 State Income Tax	1,814.96
VUONG LAM	Refund Check	26.81
VUONG LAM	Refund Check	41.95
VUONG LAM	Refund Check	14.94
VUONG LAM	Refund Check	1.87
VUONG LAM	Refund Check	6.30
YANG ANN	Refund Check	8.47
YANG ANN	Refund Check	12.38
YANG ANN	Refund Check	3.47
YANG ANN	Refund Check	0.59
YANG ANN	Refund Check	1.46

UNAVAILABLE

Department Total = 75,721.99

Police Department

Bomgaars Supply, Inc	Fasteners	2.12
City of Storm Lake	Health Ins Allocations May2014	20,830.60
Control System Specialists, LLC	High Efficiency Filter	160.78
Custodian of Petty Cash	SLPD Postage	17.72
Custodian of Petty Cash	SLPD Postage	11.80
Custodian of Petty Cash	SLPD Postage	8.50
Fitzpatrick Auto Center	Towing for Repairs- Warranty	94.95
Hy-Vee, Inc	Supplies	38.96
Hy-Vee, Inc	Supplies	9.48
Iowa Office Supply Inc	Paper	495.00
Jack's Uniforms & Equipment	New Badges	492.89
Jack's Uniforms & Equipment	Uniform- Anderson	405.59
Jack's Uniforms & Equipment	Uniform- Boesenberg	405.59
Jack's Uniforms & Equipment	Battery Stick & Switch Module	102.80
Mangold Environmental Testing	Shipping	6.38
Principal Life Ins Co	Insurance Premium May 2014	2,139.48
Rasmussen's	Power Steering Repairs P-11	1,071.72
Rasmussen's	Power Steering Repairs P-8	742.36
Rasmussen's	Repair Bumper & Trailer Towing Bar	100.00
Rasmussen's	Adjust Fender & Align Door	100.00
Rebnord Technologies Inc	Keyboard & Mouse Kit	44.95
Storm City Auto Parts	Supplies for P-8	29.98
Storm Lake Bakery	Meeting Expense	12.87
Wal Mart #01-1526	Supplies	18.97
Wal Mart #01-1526	Supplies Returned	-10.96
Wal Mart #01-1526	Supplies	18.97
Wal Mart #01-1526	Supplies	29.93

Police Department

Department Total = 27,381.43

Park Ranger

Graffix, Inc	Ranger Uniform	120.60
Jack's Uniforms & Equipment	Ranger Uniform	422.69

Park Ranger

Department Total = 543.29

Fire Department

Alpha Wireless	Radio Repairs	122.75
Alpha Wireless	New Battery PackS	311.57
Bomgaars Supply, Inc	Fasteners	19.67

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From: 04/22/14 To 05/05/14
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Central Iowa Distributing, Inc	Cleaning Supplies	30.00
City of Storm Lake	Health Ins Allocations May2014	1,912.64
Feld Equipment Company, Inc Ed M	Uniform	159.00
Feld Equipment Company, Inc Ed M	Hose Repairs	32.66
Feld Equipment Company, Inc Ed M	Uniform	159.00
Feld Equipment Company, Inc Ed M	Supplies	53.30
Heiman Inc	Uniform Boots	451.75
Iowa Fire Chiefs Assoc	2014 Membership Renewal- Jones	25.00
Iowa Fire Service Training Bureau	Hazmat Operations & Fire Fighter 1- Benedict & Nebi	100.00
Jones Mike	Fire Cheif's Conference- Ames- Jones	310.72
Mid-Iowa Sales Co Inc	Showroom Shine	23.07
Principal Life Ins Co	Insurance Premium May 2014	169.70
Wal Mart #01-1526	Supplies	18.25

Fire Department **Department Total =** 3,899.08

Building Official

Bolton & Menk, Inc	BVRMC Site Plan Review	810.00
City of Storm Lake	Health Ins Allocations May2014	2,147.52
Emmons & Olivier Resources Inc	SW Ordinance Development- March 2014	2,209.64
King's Pointe Resort	Planning Coord Interview 4/25/2014	110.88
Olesen Scott E	Conference at SW Training	20.76
Principal Life Ins Co	Insurance Premium May 2014	139.30
Rasmussen's	replaced O-Ring & Bled Air from System	101.46
Swanson Robert G	Recertification- Waterloo- Swanson	344.65

Building Official **Department Total =** 5,884.21

Animal Care

Sanders David James	Caught 71 Pigeons through 4/14/2014	235.00
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Animal Care **Department Total =** 235.00

Law Enforcement

Hy-Vee, Inc	Supplies for MRAP Project	51.00
Martin & Cozine Trust	Money Seized from Case #SL13-0157	526.00
Storm City Auto Parts	Tire Chalks for Centurion	50.28
Storm City Auto Parts	Battery for SUV	95.45
Thomas Manufacturing Co Inc RJ	MRAP Decals	348.66

Law Enforcement **Department Total =** 1,071.39

Crime Prevention

Buena Vista Regional Medical Center	ID Name Tax for Chaplin	5.00
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Crime Prevention **Department Total =** 5.00

Roadway Maintenance

Bolton & Menk, Inc	Engineering Services through 4/14/2014- Seneca Stree	8,370.00
Bolton & Menk, Inc	Engineering Services through 4/14/2014 - 10th Street	2,380.00
Bolton & Menk, Inc	Engineering Services through 3/31/2014- 10th Street	310.00
Bolton & Menk, Inc	Engineering Services through 3/31/2014- Richland Str	115.00
Bolton & Menk, Inc	Engineering Services through 3/31/2014- Seneca Stree	2,232.50
Bomgaars Supply, Inc	Batteries	12.78

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City of Storm Lake	Health Ins Allocations May2014	4,875.71
City of Storm Lake	Replaced Driveshaft Bearings #16	238.25
Fastenal Company	Supplies	16.10
Hallett Materials	Cold Mix	739.76
Iowa Office Supply Inc	Copier Maintenance Agreement	37.02
Iowa Office Supply Inc	Paper	33.00
Mason Chad	CDL Reimbursement	20.00
Principal Life Ins Co	Insurance Premium May 2014	254.98
Wal Mart #01-1526	Filters/Supplies	55.23
Roadway Maintenance	Department Total =	19,690.33
Signs & Signals		
Stanton Electric, Inc	Traffic Signal Repairs Hwy 7 & Northwestern	233.36
Signs & Signals	Department Total =	233.36
Snow Removal		
City of Storm Lake	Health Ins Allocations May2014	1,716.60
Principal Life Ins Co	Insurance Premium May 2014	81.99
Snow Removal	Department Total =	1,798.59
Airport		
Ascent Aviation Group, Inc.	7302 Gallons of Jet A Fuel	26,312.37
Bart's Flying Service	Airport Contract April 2014	4,895.00
Bolton & Menk, Inc	Design Services through 3/31/2014- Runway 13/31	3,850.00
Bomgaars Supply, Inc	Clevis for Roller	61.98
Iowa Lakes Regional Water	Water Service	60.77
Wal Mart #01-1526	Supplies	65.62
Airport	Department Total =	35,245.74
Transit		
Regional Transit Authority	3rd Quarter FY2014 Taxi Coupon Support	381.00
Transit	Department Total =	381.00
Library		
Advantage Companies, LLC The	Preservation Microfilming	1,000.00
Amazon.com	Oreck Drive Belt & Commercial	28.91
Baker & Taylor, Inc	Books	26.21
Baker & Taylor, Inc	Books	240.87
Barnes & Noble Booksellers, Inc	Books	27.55
Brodart Co	Books	264.83
Brodart Co	Books	66.58
Brodart Co	Books	24.92
Brodart Co	Books	214.71
Brodart Co	Books	85.28
Brodart Co	Books	213.56
Brodart Co	Books	63.69
Brodart Co	Books	16.69
Buena Vista Stationery & Print Inc	Business Cards	12.99
Center Point Large Print Inc	Books	212.70

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Central Iowa Distributing, Inc	Cleaning Supplies	155.69
City of Storm Lake	Health Ins Allocations May2014	4,499.41
Control System Specialists, LLC	Service Call on Heating System	95.00
Custodian of Petty Cash Kim Mehlenbacher	Library Postage	54.88
Custodian of Petty Cash Kim Mehlenbacher	Library Postage	2.56
Custodian of Petty Cash Kim Mehlenbacher	Library Postage	5.12
Custodian of Petty Cash Kim Mehlenbacher	Library Postage	3.02
Custodian of Petty Cash Kim Mehlenbacher	Library Postage	5.12
Custodian of Petty Cash Kim Mehlenbacher	Library Postage	2.56
Custodian of Petty Cash Kim Mehlenbacher	Library Postage	5.12
Custodian of Petty Cash Kim Mehlenbacher	Library Postage	2.56
Custodian of Petty Cash Kim Mehlenbacher	Library Postage	2.56
Custodian of Petty Cash Kim Mehlenbacher	Library Postage	14.64
Custodian of Petty Cash Kim Mehlenbacher	Library Postage	22.78
Custodian of Petty Cash Kim Mehlenbacher	Library Postage	14.19
Custodian of Petty Cash Kim Mehlenbacher	Library Postage	8.23
Custodian of Petty Cash Kim Mehlenbacher	Library Postage	5.82
Custodian of Petty Cash Kim Mehlenbacher	Library Postage	5.58
Custodian of Petty Cash Kim Mehlenbacher	Library Postage	41.88
Demco, Inc	Library Supplies	328.33
Farm & Home Publishers	Book	43.50
Freese Ruth	Training- Sioux City- Freese	81.76
Gale Group The	Collections, Forms. & Web	1,437.67
Ingram Library Services, Inc	Books	15.64
Ingram Library Services, Inc	Books	16.78
Ingram Library Services, Inc	Books	21.44
Ingram Library Services, Inc	Books	16.79
Ingram Library Services, Inc	Books	16.76
Ingram Library Services, Inc	Books	10.46
Ingram Library Services, Inc	Books	16.79
Ingram Library Services, Inc	Books	11.38
Ingram Library Services, Inc	Books	16.21
Ingram Library Services, Inc	Books	11.38
Ingram Library Services, Inc	Books	6.18
Ingram Library Services, Inc	Books	16.22
Ingram Library Services, Inc	Books	7.47
Ingram Library Services, Inc	Books	16.79
Ingram Library Services, Inc	Books	28.97
Ingram Library Services, Inc	Books	30.13
Ingram Library Services, Inc	Books	16.21
Ingram Library Services, Inc	Books	10.78
Ingram Library Services, Inc	Books	9.77
Ingram Library Services, Inc	Books	15.61
Ingram Library Services, Inc	Books	15.61
Ingram Library Services, Inc	Books	16.19
Ingram Library Services, Inc	Books	10.46
Ingram Library Services, Inc	Books	8.00
Ingram Library Services, Inc	Books	33.56
Junior Library Guild	GH Level	198.00
Mehlenbacher Kim	Training- Spencer- Mehlenbacher	44.80
Midwest Tape LLC	DVDs	23.99
Midwest Tape LLC	DVDs	497.79
Midwest Tape LLC	DVDs	152.93
Midwest Tape LLC	DVDs	119.95
Principal Life Ins Co	Insurance Premium May 2014	153.06
Rebnord Technologies Inc	New Monitor	339.90
Recorded Books LLC	CD's	31.50
Recorded Books LLC	CD's	29.69
Rohr Manufacturing Services, Ltd	Fire Extinguisher Inpection	75.95

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Seiler Plumbing & Heating Inc	Service Call & Repairs	167.60
Seiler Plumbing & Heating Inc	Service Call	85.00

Library	Department Total =	11,653.21
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Parks Department

Bomgaars Supply, Inc	Ball Field Groomer	6.58
Bomgaars Supply, Inc	Ball Field Groomer Supplies	45.88
Buena Vista Co Treasurer	March 2014 Taxes- Donated Prichard Property	2,194.00
City of Storm Lake	Health Ins Allocations May2014	1,895.86
Crescent Electric Supply Co	Frank Starr Lamps	76.92
Crescent Electric Supply Co	Frank Starr Lamps	12.82
Crescent Electric Supply Co	Frank Starr Lamps	38.46
Crescent Electric Supply Co	West 9th Ball Field Lamps	32.64
Crescent Electric Supply Co	Lamps	148.02
Koenig Jeff	Delivery of Portable Toilets	36.00
Koenig Jeff	Delivery of Portable Toilets	70.00
McCrea Enterprises	Parks Supplies for Tables	44.30
Principal Life Ins Co	Insurance Premium May 2014	183.82

Parks Department	Department Total =	4,785.30
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Golf Course

Bomgaars Supply, Inc	Paint	19.16
Bomgaars Supply, Inc	Poly Rope	135.00
City of Storm Lake	Health Ins Allocations May2014	543.02
CNH Capital LLC	Chain Saw Chain	19.36
CNH Capital LLC	Chain Saw Chain Refund	-6.53
Inquirehire	Background Checks- Sanders	23.50
Principal Life Ins Co	Insurance Premium May 2014	40.73

Golf Course	Department Total =	774.24
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Campgrounds

City of Storm Lake	Health Ins Allocations May2014	181.01
Crescent Electric Supply Co	Battery	10.56
Crescent Electric Supply Co	Battery	16.44
Inquirehire	Background Checks- Alley, Donna	23.50
Inquirehire	Background Checks- Alley, Ernest	23.50
Principal Life Ins Co	Insurance Premium May 2014	13.58

Campgrounds	Department Total =	268.59
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Awaysis

Buena Vista Co Recorder	Recording Fees for Purchase of Condo Site	17.00
Buena Vista Co Treasurer	Purchase Price of Condo Property	170,000.00
Buena Vista Co Treasurer	Other Expenses of Condo Property	23,000.00

Awaysis	Department Total =	193,017.00
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Shelter House

Bomgaars Supply, Inc	Faucet for East Side Shelter House	24.99
Fastenal Company	Shelter House Supplies	12.08

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Shelter House		Department Total =	37.07
UNAVAILABLE			
Bierschbach Equipment & Supply Company, Inc	Lazy River- 1 Gal Swell Stop Primer		73.85
UNAVAILABLE		Department Total =	73.85
Dohrman Trust			
Century Business Products,Inc	Copier maintenance (Partial)		15.00
Dohrman Trust		Department Total =	15.00
Economic Develop			
City of Storm Lake	Health Ins Allocations May2014		927.42
Price Jennifer A	Finish Reports, Printing, & Copying		2,000.00
Principal Life Ins Co	Insurance Premium May 2014		60.24
Economic Develop		Department Total =	2,987.66
Bargloff TIF			
Simmering-Cory Inc	Prep of Urban Revite Plan- Amendment #1		1,700.00
Bargloff TIF		Department Total =	1,700.00
Storm Lake Sub-Division #5			
Bolton & Menk, Inc	Design & Survey Services through 4/14/2014		4,642.50
Bolton & Menk, Inc	Engineering Services through 3/31/2014- Peterson Lar		3,417.50
Storm Lake Sub-Division #5		Department Total =	8,060.00
Dredging			
City of Storm Lake	Health Ins Allocations May2014		139.04
Principal Life Ins Co	Insurance Premium May 2014		8.39
Dredging		Department Total =	147.43
Mayor, Council, Manager			
City of Storm Lake	Health Ins Allocations May2014		320.59
Principal Life Ins Co	Insurance Premium May 2014		48.10
Mayor, Council, Manager		Department Total =	368.69
Policy & Administration			
City of Storm Lake	Health Ins Allocations May2014		1,371.87
Principal Life Ins Co	Insurance Premium May 2014		105.55
Policy & Administration		Department Total =	1,477.42
City Hall Building			
Bomgaars Supply, Inc	Gutter Sealant		4.99

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Central Iowa Distributing, Inc	Maintenance Supplies	248.05
Steve's Window Svc	Window Cleaning Service	34.00

City Hall Building	Department Total =	287.04
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Other Policy & Administration

Hill Jane	Employment Training- Altoona- Hill	72.36
I&S Group, Inc.	Railroad Property Survey	1,600.00
Iowa Office Supply Inc	Copier Maintenance Agreement	37.02
Iowa Office Supply Inc	Paper	198.00
Iowa Society of CPAs	2014 Governmental Roundtable- Movall	90.00
Moss & Barnett	March 2014 Legal Service- Cable Franchise	1,309.50
Patrick James H	Iowa Lake Corridor- Spencer- Patrick	62.72
Pitney Bowes Inc.	2014 2nd Quarter Postage Machine Rental	100.00
Wal Mart #01-1526	Supplies	33.22

Other Policy & Administration	Department Total =	3,502.82
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Water Administration

Ahlers & Cooney, P.C.	Prof Services Through 4/19/2014- Water SRF	1,523.42
City of Storm Lake	Health Ins Allocations May2014	3,175.86
Hill Jane	Employment Training- Altoona- Hill	72.36
Iowa Office Supply Inc	Paper	198.00
Iowa Office Supply Inc	Copier Maintenance Agreement	37.02
Iowa Society of CPAs	2014 Governmental Roundtable- Movall	90.00
Iowa Society of CPAs	2014 Governmental Roundtable- Movall	90.00
Pitney Bowes Inc.	2014 2nd Quarter Postage Machine Rental	100.00
Principal Life Ins Co	Insurance Premium May 2014	260.44

Water Administration	Department Total =	5,547.10
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Water Plant

Bomgaars Supply, Inc	Paint, Cloth, Brushes	17.26
Bomgaars Supply, Inc	Pump Casters	30.36
Bomgaars Supply, Inc	Gasket Cutters	16.99
Bomgaars Supply, Inc	Sight Well Supplies	60.42
Bomgaars Supply, Inc	Sight Well Supplies	24.76
Central Iowa Distributing, Inc	Maintenance Supplies	222.30
City of Storm Lake	Health Ins Allocations May2014	2,277.82
Evertex Inc	New Cell Phone- Mike Davis	399.00
Fastenal Company	Bolts for the Slurry Pump	23.31
Graffix, Inc	Uniforms	29.25
Hickman, Williams & Company	Lime	4,464.24
Hickman, Williams & Company	Lime Freight	266.48
Hickman, Williams & Company	Lime	4,385.92
Hickman, Williams & Company	Lime Freight	261.80
Iowa Office Supply Inc	Copier Maintenance Agreement	21.45
Mellen & Associates Inc	Inspection at Water Plant & new Relay Board	1,095.00
Mellen & Associates Inc	Packing, Filter 5 Eff Valve	151.93
Principal Life Ins Co	Insurance Premium May 2014	409.70
Rohr Manufacturing Services, Ltd	Fire Extinguisher at Water Plant	27.50
Veenstra & Kimm, Inc	Well #20 Design 3/16/14 to 4/19/14	7,514.65
Wal Mart #01-1526	Supplies	25.51
Wal Mart #01-1526	Supplies	28.41
Zylstra Rebecca	Land for Well Development	117,500.00

Water Plant **Department Total =** 139,254.06

Water Distribution

Bomgaars Supply, Inc	Supplies	43.64
Bomgaars Supply, Inc	Overshoe	47.99
Bomgaars Supply, Inc	Clamps, Caps, Elbows, Supplies	63.37
Bomgaars Supply, Inc	Elbows	4.02
City of Storm Lake	Health Ins Allocations May2014	1,901.56
Fastenal Company	Supplies	20.69
Ferguson Enterprises Inc	Supplies	13.43
HD Supply Waterworks, Ltd.	Clamps	137.50
HD Supply Waterworks, Ltd.	Clamps, Gaskets, Supplies, & Freight	530.12
Principal Life Ins Co	Insurance Premium May 2014	191.74
Underground Location Company	Locates	21.90
Wick Buildings LLC	15 % Down Payment for New Water Dist Building	11,469.00

Water Distribution **Department Total =** 14,444.96

Water Meters

City of Storm Lake	Health Ins Allocations May2014	1,128.93
Principal Life Ins Co	Insurance Premium May 2014	92.01

Water Meters **Department Total =** 1,220.94

Wastewater Administration

Century Link	April 2014 Phone Service	184.73
City of Storm Lake	Health Ins Allocations May2014	3,166.57
Hill Jane	Employment Training- Altoona- Hill	72.36
Iowa Office Supply Inc	Paper	198.00
Iowa Office Supply Inc	Copier Maintenance Agreement	37.02
Pitney Bowes Inc.	2014 2nd Quarter Postage Machine Rental	100.00
Principal Life Ins Co	Insurance Premium May 2014	259.17

Wastewater Administration **Department Total =** 4,017.85

Wastewater Treatment Plant

Bomgaars Supply, Inc	Shop Gloves, Pole Cleaner	56.98
Bomgaars Supply, Inc	Emerald Park Pit Sump Pump	47.86
Bomgaars Supply, Inc	Shop Supplies	43.59
Bomgaars Supply, Inc	Shop Supplies/Tools	63.77
Bomgaars Supply, Inc	Golf Cart Repairs	71.78
Bomgaars Supply, Inc	Press Cleaning	9.56
Bomgaars Supply, Inc	Pump Strainer	10.98
Bomgaars Supply, Inc	Golf Course Lift Generator Battery	154.29
Central Iowa Distributing, Inc	Cleaning Supplies	217.40
City of Storm Lake	Health Ins Allocations May2014	2,277.82
Fastenal Company	Flyght Mixer	1.38
Federal Express Corp	Shipping	10.09
Foundation Analytical Laboratory Inc	Total N & P Testing	1,023.00
Grainger Inc W.W.	Alarm Horns for Lifts	193.05
Iowa Office Supply Inc	Copier Maintenance Agreement	16.00
Larson Oil & Distributing Co, Inc	Propane Tank BFP Removal	25.00
McMaster-Carr Supply Co	Hose & Fan	600.82
NCL of Wisconsin Inc	Lab Supplies	910.47
Principal Life Ins Co	Insurance Premium May 2014	592.52

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

Checks for Approval Report

From: 04/22/14 To 05/05/14
User: tyler.gibbins

Shree, Inc	Conference Stay- Rainforth/Kleespies	291.10
Wal Mart #01-1526	Supplies	17.97
Wal Mart #01-1526	Supplies- No Tax	19.97

Wastewater Treatment Plant

Department Total = 6,655.40

Wastewater Collection

City of Storm Lake	Health Ins Allocations May2014	1,911.22
Principal Life Ins Co	Insurance Premium May 2014	192.58
Underground Location Company	Locates	21.90
Veenstra & Kimm, Inc	Construction Admin 3/16/14 to 4/19/14	6,433.50
Veenstra & Kimm, Inc	Construction Admin 3/16/14 to 4/19/14	857.80
Veenstra & Kimm, Inc	Construction Admin 3/16/14 to 4/19/14	1,286.70
Veenstra & Kimm, Inc	Construction Service 3/16/14 to 4/19/14	500.74
Veenstra & Kimm, Inc	Construction Service 3/16/14 to 4/19/14	333.82
Veenstra & Kimm, Inc	Construction Service 3/16/14 to 4/19/14	2,503.68
Veenstra & Kimm, Inc	Construction Observation 3/16/14 to 4/19/14	17,029.98
Veenstra & Kimm, Inc	Construction Observation 3/16/14 to 4/19/14	2,270.66
Veenstra & Kimm, Inc	Construction Observation 3/16/14 to 4/19/14	3,406.00
Veenstra & Kimm, Inc	Construction Staking 3/16/14 to 4/19/14	695.53
Veenstra & Kimm, Inc	Construction Staking 3/16/14 to 4/19/14	463.69
Veenstra & Kimm, Inc	Construction Staking 3/16/14 to 4/19/14	3,477.66
Veenstra & Kimm, Inc	WWTP Solids handling Const Service 3/16/14 to 4/19	7,199.50

Wastewater Collection

Department Total = 48,584.96

Landfill

City of Storm Lake	Health Ins Allocations May2014	450.06
Iowa Office Supply Inc	Paper	198.00
Iowa Office Supply Inc	Copier Maintenance Agreement	37.02
Principal Life Ins Co	Insurance Premium May 2014	19.96

Landfill

Department Total = 705.04

Storm Water Administration

Bolton & Menk, Inc	American Council of Engineering Co of Iowa Banquet	150.00
Bolton & Menk, Inc	SW Improvement Review- Hillshire	360.00
Buena Vista University	EcoRock Experiment Equipment	49.98
City of Storm Lake	Health Ins Allocations May2014	722.93
Iowa Office Supply Inc	Copier Maintenance Agreement	37.02
Principal Life Ins Co	Insurance Premium May 2014	38.04
ProBuild	Block for SW Repairs	14.28

Storm Water Administration

Department Total = 1,372.25

Storm Water Collection

Bolton & Menk, Inc	Final Design & Prof Services Through 4/14/2014	17,271.00
City of Storm Lake	Health Ins Allocations May2014	451.42
Emmons & Olivier Resources Inc	Expansion Blvd Engineering Services- March 2014	13,940.30
Emmons & Olivier Resources Inc	Exp Blvd Engineering- Nov 2013- Remaining Paymer	9,001.70
Principal Life Ins Co	Insurance Premium May 2014	21.93

Storm Water Collection

Department Total = 40,686.35

Street Cleaning

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

Checks for Approval Report

From: 04/22/14 To 05/05/14
User: tyler.gibbins

City of Storm Lake	Health Ins Allocations May2014	450.73
Principal Life Ins Co	Insurance Premium May 2014	-28.54
Street Cleaning		
	Department Total =	422.19
Insurance		
Group Resources	March 2014 Admin Services	90.00
Three Rivers Benefit Corporation	Flex Claims 4/14/2014	74.96
Insurance		
	Department Total =	164.96
UNAVAILABLE		
Salus LLC	March 2014 Membership Fees	200.00
Wal Mart #01-1526	5K Supplies	56.34
UNAVAILABLE		
	Department Total =	256.34
Vehicle Maintenance		
Butler Machinery Company	Filter & Freight	185.30
Butler Machinery Company	Filter	101.88
PowerPlan	Bearing	227.25
Reinert Michael P	Materials	10.50
Storm Lake Hydraulics Co Inc	O-Rings	16.88
Vehicle Maintenance		
	Department Total =	541.81
	Grand Total =	665,119.94

King's Pointe Resort
Disbursements 4/16/2014 through 4/30/2014

Vendor Name	Description	Amount
ACCO (2)	supplies	4,392.77
A.C. Furniture Inc.	supplies	1,847.00
Ace Hardware (2)	supplies	447.28
Ace Refrigeration Eng.	supplies	88.50
Al's Liquor (2)	beverages	898.65
American Hotel Register Co.	supplies	422.10
Ameripride Services	supplies	1,083.64
Arnold Motor Supply	supplies	325.66
Buena Vista Stationery (2)	supplies	356.39
Burke Engineering Sales Co.	supplies	422.50
Capital Sanitary Supply Co. (2)	supplies	713.31
Carroll Glass Co. Inc.	supplies	256.80
Chelsea Bork	reimbursement	210.54
Color-ize (2)	supplies	1,436.32
Continental Fire Sprinkler	supplies	4,966.72
Convergence LLC	supplies	75.00
Coordinated Systems & Supplies	supplies	728.18
Daniels Filter Service	supplies	1,115.47
Denison Bulletin	advertising	621.41
Dippin' Dots Inc.	food	575.24
Doll Distributing (2)	beverages	911.30
Ed M. Feld Equipment Co. Inc.	supplies	573.50
Ferguson Enterprises, Inc.	supplies	111.67
Fire Proof Plus Inc.	supplies	49.75
First National Bank - Omaha	credit card	964.47
Fridley Theatres	movie passes	900.00
Furniture and Floors for Less	supplies	99.00
Ganz USA LLC	supplies	567.78
Garbage Hauling Service	garbage service	557.24
Graffix Inc DBA Wall of Fame (2)	uniforms	790.00
Graphic Edge Inc.	supplies	1,653.65
Hy-Vee Food Stores (2)	food	577.70
Iowa Division of Labor Service	permit	150.00
Iowa Office Supply	supplies	199.77
Johnson Brothers/ Iowa Wine & Bev (3)	beverages	1,827.86
Julius Cleaners	mat cleaning	35.60
Kineth Hotel Corporation	payroll	69,779.66
Krames Staywell	supplies	204.44
La Voz De Iowa	advertising	100.00
Lake Electric Supply (2)	supplies	385.76
Mangold Environmental	testing	90.00
MidAmerican Energy Company	utilities	9,459.21
Midwest Meetings	advertising	600.00
Misc. POA Disbursements (2)	reimbursement	254.37
New Carbon Co/Carbon's Golden	supplies	244.00
Nick Edwards	reimbursement	75.00
Olsen Welding & Machine Shop	supplies	91.00
Orkin Exterminating Inc	pest control	205.00
Pepsi-Cola Bottling Co (2)	beverages	2,790.97
Pilot Tribune	advertising	2,829.71
Pinnacle West, LLC	supplies	99.00
Quality Resource Group Inc	supplies	106.49
Rebnord Technologies	tech support	2,258.33
Rent-all Inc.	rentals	250.00
Revinate Inc.	services	975.00

Sara Kreutz	entertainment	100.00
Sceptre Hospitality Resources	supplies	1,539.04
Schumacher Elevator Co.	elevator service	1,252.28
Seminole Retail Energy Serv.	utilities	20,736.41
Storm Lake Chamber	advertising	500.00
Storm Lake Times (2)	advertising	2,370.54
Sysco Guest Supply LLC (2)	supplies	3,854.35
Townsquare Media Sioux Falls	advertising	2,772.00
Treasurer State of Iowa (3)	sales tax	27,095.00
Ty Inc.	supplies	1,684.68
UPS (2)	shipping	57.22
US Foods (2)	food	20,814.62
Vizergy	web support	2,060.00
Weddingpages, LLC	advertising	1,320.00
Western Iowa Tourism Region	advertising	150.00
Young Broadcasting/KELO TV	advertising	3,500.00
Totals		211,556.85

Sunrise Pointe Golf Course
Disbursements 4/16/2014 through 4/30/2014

Color-ize	supplies	134.00
Alliant Energy	utilities	376.04
Doll Distributing	beverages	462.47
Garbage Hauling Service	garbage service	117.02
Johnson Brothers/Iowa Wine & Bev	beverages	91.10
Julius Cleaners	cleaning	3.80
Kineth Hotel Corporation	payroll, mgmt fee, work comp	1,949.44
MidAmerican Energy Co.	utilities	396.80
Pepsi-Cola Bottling Co.	beverages	276.89
U.S. Foods Inc.	food	131.49
Totals		3,939.05

These are Draft Minutes Subject to Final Council Approval

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, APRIL 21, 2014, 5:00 P.M.

Present: Mayor Jon Kruse, Council Members Dan Anderson, Sara Huddleston, and Mike Porsch. Absent: 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, Infrastructure Superintendent Pat Kelly, Project Manager/Community Development Director Mike Wilson, Library Director Elizabeth Huff, Doug Rainforth Water Quality Manager, Todd Allen Water Plant Superintendent, Jacob Stewart Wastewater Plant Superintendent, Jennifer Movall Finance Department Manager, and Justin Yarosevich City Clerk.

Mayor Kruse called the meeting to order at 5:05pm.

Hear the Public – None

Consent Agenda – Moved by Council Member Anderson to approve the consent agenda which included the list of bills, minutes from the April 7, 2014 council meeting, liquor license renewals for Moose Lodge, Wal-Mart and Malarky's Pub, and new on premise beer permit for Restaurante La Original. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Engelmann and Walker absent. Motion carried.

Seneca Street Project – Mayor Kruse opened the public hearing on the plans, specifications and form of contract for the Seneca Street Reconstruction – 2014 Project stating that this was the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Moved by Council Member Huddleston to adopt Resolution No. 76-R-2013-2014 approving the plans, specifications and form of contract for the Seneca Street Reconstruction – 2014 Project. Seconded by Council Member Porsch. Vote: All ayes with Council Member Engelmann and Walker absent. Motion carried.

Highway 7 Widening – Moved by Council Member Porsch to approve submitting a letter to the Iowa Department of Transportation requesting U-step funding for the Highway 7 Widening from Barton to Northwestern Project. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Engelmann and Walker absent. Motion carried.

Runway 13/31 Rehabilitation Project – Moved by Council Member Anderson to adopt Resolution No. 77-R-2013-2014 accepting and awarding the bid for the Airport Runway 13/31 Rehabilitation Project to Godbersen Smith Construction of Ida Grove. Bid price \$663,224.90. Seconded by Council Member Porsch. Vote: All ayes with Council Member Engelmann and Walker absent. Motion carried.

Solicitors, Peddlers & Transient Merchants Licensing – Moved by Council Member Porsch to pass on 2nd reading Ordinance No. 09-O-2013-2014 amending chapter 4-3 of the City Code on solicitors, Peddlers, & Transient Merchants. Seconded by Council Member Anderson. Vote: All ayes with Council Member Engelmann and Walker absent. Motion carried.

Fees Resolution – Resolution No. 78-R-2013-2014 updating fees was withdrawn from the agenda.

BV Community Foundation Grant – Moved by Council Member Huddleston to authorize submittal of a grant application to the Buena Vista County Community Foundation Grant – spring 2014 cycle for the Storm Lake Public Library. Seconded by Council Member Porsch. Vote: All ayes with Council Member Engelmann and Walker absent. Motion carried.

Lake Trail Extension – Moved by Council Member Huddleston to approve an engineering agreement with Bolton and Menk for the Lake Trail Extension Sunset Park to Circle Park. Contract cost \$7,500. Seconded by Council Member Porsch. Vote: All ayes with Council Member Engelmann and Walker absent. Motion carried.

Airport Chautauqua Building Demolition – Moved by council Member Anderson to adopt Resolution No. 79-R-2013-2014 authorizing submittal of a grant application to the State of Iowa for demolition of the Chautauqua Building at the airport. Seconded by Council Member Porsch. Vote: All ayes with Council Member Engelmann and Walker absent. Motion carried.

Watercraft Rental Agreement – Moved by Council Member Porsch to approve an amendment to the watercraft docking and rental agreement between the City of Storm Lake, Reel Time Rentals and Kinseth Hotel Corporation. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Engelmann and Walker absent. Motion carried.

Miniature Golf Lease & Management Agreement – Moved by Council Member Anderson to approve an amendment to the lease and management agreement for the miniature golf course between the City of Storm Lake, Kinseth Hotel Corporation and Reel Time Rentals. Seconded by Council Member Porsch. Vote: All ayes with Council Member Engelmann and Walker absent. Motion carried.

Well #20 – Moved by Council Member Porsch to approve the purchase of 5.69 acres of land from Rebecca and Layton Zylstra for Well #20. Land purchase price \$117,500. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Engelmann and Walker absent. Motion carried.

Water Distribution Building – Moved by Council Member Anderson to approve a contract with Taylor Contracting Co. for construction of a water distribution building at the Storm Lake Water Plant. Contract cost is \$76,463. Seconded by Council Member

Huddleston. Vote: All ayes with Council Member Engelmann and Walker absent. Motion carried.

FEMA Contract 5 – Moved by Council Member Porsch to adopt Resolution No. 80-R-2013-2014 approving change order #2 to Sanitary Sewer System Mitigation Project Contract 5 – Wastewater Treatment Plant to allow Gridor Construction, Inc. to start retrofitting one aeration basin in April 2014. No cost to change order #2. Total contract cost after change order #2 is \$8,803,181. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Engelmann and Walker absent. Motion carried.

Compensatory Time Policy – Moved by Council Member Anderson to adopt Resolution No. 81-R-2013-2014 approving a change to the employee policy handbook by amending Article 9 Section 4. Compensatory Time. Seconded by Council Member Porsch. Vote: All ayes with Council Member Engelmann and Walker absent. Motion carried.

FEMA Contract 4 – Moved by Council Member Anderson to adopt Resolution No. 82-R-2013-2014 approving change order #3 to the Sanitary Sewer System Mitigation Project Contract 4 – Lift Stations an increase of \$5,352.00 to the contract for granular material under Lift Station 2-2 and 2-2A. Total contract cost after change order #3 is \$3,788,644.00. Seconded by Council Member Huddleston. Vote: All ayes with Council Member Engelmann and Walker absent. Motion carried.

W. 6th Street Vacation – Moved by Council Member Huddleston to adopt Resolution No. 83-R-2013-2014 setting May 5, 2014 at 5:00pm for a public hearing on vacating W. 6th Street from Highview Drive to Pleasantview Drive. Seconded by Council Member Porsch. Vote: All ayes with Council Member Engelmann and Walker absent. Motion carried.

Study Session – Storm Water Ordinance – Jay Michaels presented an overview of storm water management principals and reviewed the details of the draft ordinance for Post-Construction Stormwater Control. Jim Eliason, 202 Russell Street, member of IAWATER, has monitored the Radio Park area for 3 years and also monitors Episcopal Creek.

Adjourn – Moved by Council Member Huddleston to adjourn the meeting at 6:46pm. Seconded by Council Member Porsch. Vote: All ayes with Council Member Engelmann and Walker absent. Motion carried.

Jon F. Kruse, Mayor

Attest: Justin Yarosevich, City Clerk

Staff Summary

5/5/2014

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	\$665,119.94	\$481,164.82	\$132,510.95	28	\$195,701.78	41	\$152,952.09	31
King's Pointe	\$211,556.85	\$114,142.28	\$22,870.88	20			\$91,271.40	80
Golf Course	\$3,939.05	\$1,989.61	\$1,027.66	52			\$961.98	48

RECOMMENDATION: Review Buy Local Information

Staff Summary

5/5/2014

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 Shelter House Use, Noise Variance, & Parking Variance For 2014 Storm Lake United Events**

BACKGROUND: Attached to this summary is a written request submitted by Kristi Davis representing Storm Lake United making a series of requests for 2014 summer events planned by Storm Lake United. The specific request are as follows:

****Permission to use the Shelter House in Chautauqua Park at no cost every Thursday, from June 5, 2014 until September 18, 2014 between the hours of 4:00pm and 8:00pm for the Summer Taste of Storm Lake Events.**

****A Noise Variance to be issued for each Thursday night between the hours of 4:00pm and 8:00pm at the Chautauqua Park Shelter House for the Taste of Storm Lake Events (June 5, 2014 until September 18, 2014).**

****In reference to the 2014 Farmer's Market that the first 20 parking spaces on the east side of Erie Street beginning at East 5th Street and moving north be closed for Farmer's Market use on Saturdays, from 8:00am until 12:00pm from June 14, 2014 until October 18, 2014 and on Thursdays from 4:00pm until 6:00pm from July 3, 2014 until October 16, 2014.**

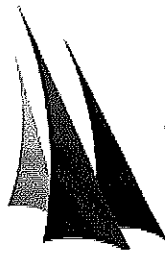
All of these requests are consistent with previous years and the events traditionally run well.

FISCAL IMPACT: There will be some labor costs to the Streets and Parks Departments for venue prep, delivery of safety cones, etc. These costs will be absorbed within the normal operational budgets.

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
 Taste of Storm Lake Letter & Permit	Letter



stormlake united

chamber | tourism | area development

April 25, 2014

The City of Storm Lake
Attn: Justin Yarosevich
620 Erie St - P.O. Box 1086
Storm Lake, IA 50588

Dear Justin Yarosevich and City Council Members,

Storm Lake United is again planning to host Taste of Storm Lake and the Storm Lake Farmers Market. Taste of Storm Lake is a weekly summer event that enables local nonprofits to serve a meal to the public to make a profit for their organization. The Storm Lake Farmers Market provides an opportunity for local farmers to sell their produce to the Storm Lake public.

For Taste of Storm Lake, Storm Lake United would like to request permission to use the Chautauqua Park Shelter House each Thursday from June 5th to September 18th free of charge. The nonprofit agency serving the meal each week will pay the damage deposit for the facility one to two weeks before the event. We would also like to request a noise variance for the Taste of Storm Lake events each Thursday at the Chautauqua Park Shelter House between the hours of 4 to 8 p.m.

For the Storm Lake Farmers Market, Storm Lake United would like to ask for authorization to have sales of farmer raised goods in BV County Courthouse Square (600 block of Erie Street between BV County courthouse and MetaBank). We would also like to request the closure of the parking spots on the east side of Erie St. closest to East 5th. The Storm Lake Farmers Market will take place on Saturday Mornings from 8 a.m. to noon (June 14th to October 18th). There will also be a Thursday Farmers Market from 4 to 6 p.m. (July 3rd to October 16th).

Storm Lake United will provide the City with a certificate of liability insurance in the amount of \$1,000,000 naming the City as additionally insured on the policy for both Taste of Storm Lake and the Storm Lake Farmers Market.

A Storm Lake United representative will attend the City Council meeting on May 5th to answer any questions or concerns there may be about the event. If any questions arise before the meeting, please feel free to contact me. Thank you for your time and consideration.

Sincerely,
Kristi Davis
Marketing & Activities Director
kristi@stormlakeunited.com



Public Safety Police & Fire

PERMIT

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

Event 2014 Taste of Storm Lake

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 Thursdays, 6-5-2014 until 9-18-2014

Time(s) of Event 4:00PM - 8:00PM

Expiration of Permit 9-19-2014

Location/Area of Use Chautauqua Park Shelter House

Type of Permit

X X X

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

5-6-2014

Date

Public Safety Director

Title

Staff Summary

5/5/2014

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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Public Hearing Prunty/Zinn Voluntary Annexation**

BACKGROUND: The family of the late Floyd Courtright have requested a voluntary annexation of two parcels owned by the family on East Milwaukee. The two parcels are adjacent to the City limits on at least one side and have city services provided to them (water and sanitary sewer) as per an agreement previously arranged with Mr. Courtright.

That same agreement called for voluntary annexation to the City at the time that Mr. Courtright no longer lived at the property or at the time in which he no longer owned the property. The family is now in the process of selling the home and desires to keep the city services and thus has requested voluntary annexation.

As required by the State of Iowa the City previously notified the other taxing entities of and held a consultation session with them on Tuesday, March 11, 2014, at which two Buena Vista County Board of Supervisors were present. Minutes of that consultation session are attached to this staff summary.

Additionally, the City Council is required by Iowa Law to hold a public hearing following formal notification of the hearing, which has been accomplished, to allow for public comments prior to taking any action on the request for voluntary annexation.

The Storm Lake Planning and Zoning Commission has also reviewed the request for voluntary annexation at their March 24th, 2014 meeting. At that meeting the board vote 4-0 (three members were absent) to recommend to the City Council approval of the annexation and to bring the land in with a zoning designation of R-1.

This agenda item recommends holding the required public hearing.

FISCAL IMPACT: The average cost of a voluntary annexation is about \$2,000 which include notifications and legal expenses related to the annexation.

The two parcels involved in this 100% voluntary annexation have an assessed valuation of \$115,440.00 combined. City staff estimates that the property will increase tax revenues by approximately \$750 per year.

RECOMMENDATION: Open the Public Hearing
Hear any comments
Close the Public Hearing

ATTACHMENTS:

Description		Type
	Prunty Zinn Annexation Map	Map
	Prunty Zinn Application for Annexation	Backup Material
	Consultation Session Minutes	Backup Material

Property Owned By Suzanne Prunty & Sheryl Zinn

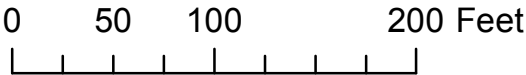


Exhibit "B"



Legend

-  Annexation Parcels
-  Roads
-  City Limits

Application for Voluntary Annexation
By
Suzanne Prunty and Wayne Prunty, Wife and Husband, and Sheryl Zinn and
William Zinn, Wife and Husband

To: City Council
City of Storm Lake, Iowa
City Hall
620 Erie Street
Storm Lake, IA 50588

Re: Annexation of real estate legally described on attached Exhibit "A" and referred to below as the
"Land"

The undersigned make(s) application to the City of Storm Lake, Iowa, and request(s) it to annex the Land which is generally shown on the map attached hereto as Exhibit "B". In support of this application, the undersigned represent(s) and warrant(s) as follows:

1. The undersigned is/are the sole owner(s) of the Land. The area of the Land to be annexed, including parts subject to easements and rights-of-way is: 2.751 acres.
2. The Land is located in Buena Vista County, Iowa, and is not located within any incorporated city.
3. The address of the Land, if any, is: 1502 E. Milwaukee, Storm Lake, IA 50588.
The Parcel Numbers of the Land for assessment and taxation purposes are:
14-02-201-006 and 14-02-201-007.
4. The undersigned consent(s) to the annexation of the Land by the City of Storm Lake, Iowa, whether the Land is the only real estate to be annexed or part of a territory to be annexed that includes real estate owned by others.
5. The undersigned acknowledge(s) that, pursuant to Iowa Code Section 368.7(e), the undersigned may withdraw this application for annexation at any time within three (3) business days after the public hearing held by the City of Storm Lake, Iowa, which hearing must be held before the City of Storm Lake, Iowa approves or denies the application for annexation. The undersigned waive(s) the right to withdraw this Application and waive(s) the right to withdraw the undersigned's consent to the proposed annexation.
6. *(Check one line)*
____ No business is currently providing solid waste collection services (garbage pickup) to the Land.
____ Solid waste collection services (garbage pickup) are currently being provided to a use on the Land by _____.

(Insert name and address of solid waste collection service.)

7. *(Check one line)*
____ No use on the Land receives public water service from any source.
____ Public water service is currently being provided to a use on the Land by:

(Insert name and address of water service provider.)
8. *(Check one line)*
____ No use on the Land receives electrical service from any source.
____ Electrical service is currently being provided to a use on the Land by:

(Insert name and address of electrical service provider.)
9. *(Check one line)*
____ No use on the Land receives natural gas service from any source.
____ Natural gas service is currently being provided to a use on the Land by:

(Insert name and address of natural gas service provider.)
10. *(Check one line)*
____ No use on the Land receives cable television service from any source.
____ Cable television service is currently being provided to a use on the Land by:

(Insert name and address of cable television service provider.)
11. *(Check one line)*
____ No use on the Land receives telephone service from any source.
____ Telephone service is currently being provided to a use on the Land by:

(Insert name and address of telephone service provider.)
12. *(Check one line)*
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____ Internet service is currently being provided to a use on the Land by:

(Insert name and address of Internet service provider.)
13. If an undersigned owner is an entity or a person acting as a trustee of a trust, the true legal name of the entity or the trust is shown below and the individual(s) signing on behalf of such entity or trust has/have legal authority to sign this Application on behalf of the entity or trust. Any such entity or trustee agrees to provide the City of Storm Lake, Iowa with written evidence of such authority.

Signatures of owners who are individuals:

(sign on above line) (Print or type name here:) Suzanne Prunty _____
Address and Phone #: 1324 450th Street, Cherokee, IA 51012; 712-437-2432

(sign on above line) (Print or type name here:) Wayne Prunty _____
Address and Phone #: 1324 450th Street, Cherokee, IA 51012; 712-437-2432

(sign on above line) (Print or type name here:) Sheryl Zinn _____
Address and Phone #: 811 West 10th Street, Spencer, IA 51301; 712-262-3718

(sign on above line) (Print or type name here:) William Zinn _____
Address and Phone #: 811 West 10th Street, Spencer, IA 51301; 712-262-3718

Exhibit "A"

**Legal Description for Real Estate Owned by
Suzanne Prunty and Wayne Prunty, Wife and Husband, and Sheryl Zinn and
William Zinn, Wife and Husband**

Part of the North Twenty-Five (25) acres of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Two (2), Township Ninety (90) North, Range Thirty-Seven (37) West of the Fifth P.M., more particularly described as follows:

Beginning at a point 245 Feet East of the Northwest corner of said Northeast Quarter (NE $\frac{1}{4}$), thence East 274 Feet to the west line of Lot One (1), Block One (1), Ferry's Subdivision of part of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Two (2), Township Ninety (90) North, Range Thirty-Seven (37) West of the Fifth P.M., thence South along said lot line a distance of 350 Feet; thence South 90°00' West a distance of 274 Feet; thence North to the point of beginning; and Lot One (1), Block One (1), Ferry's Subdivision of part of the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Two (2), Township Ninety (90) North, Range Thirty-Seven (37) West of the Fifth P.M., subject to existing road and easement for drainage.



MEMO

March 11, 2014

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

TO: File

CC: N/A

FROM: Sue Vossberg, Deputy City Clerk

SUBJECT: Notes For Consultation Session – Prunty/Zinn Annexation

As directed by Storm Lake City Council a consultation session was held on the Voluntary Annexation of two parcels of land owned by the Prunty & Zinn family. The consultation session was held Tuesday, March 11, 2014 in the City Conference Room at City Hall for the affected taxing entities to provide input on the annexation.

At the appointed time City Staff present included: James Patrick, City Manager, Phil Havens, City Attorney, and Sue Vossberg, Deputy City Clerk.

Also present: Dale Arends and Don Altena with the Buena Vista County Board of Supervisors.

Dale Arends asked about the boundaries of the map after the annexation. He questioned why Redwood Drive was not included in the annexation. Mr. Patrick explained that Redwood Drive was a private drive and the current owner has not requested it to be annexed at this time.

Mr. Arends also asked if the apartments to the east of the property were in the City limits. It was explained that the apartments were in the City and the city limits extended to Radio Road.

There were no other comments or questions. The consultation session was closed at 9:10am.

Staff Summary

5/5/2014

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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 84-R-2013-2014 Approving Voluntary Annexation By Prunty & Zinn**

BACKGROUND: The family of the late Floyd Courtright has requested a voluntary annexation of two parcels, owned by the family, located on East Milwaukee. The two parcels are adjacent to the City limits on at least one side and have city services provided to them (water and sanitary sewer) per an agreement previously arranged with Mr. Courtright.

That same agreement called for voluntary annexation to the City at the time that Mr. Courtright no longer lived at the property or at the time in which he no longer owned the property. The family is now in the process of selling the home and desires to keep the city services and thus has requested voluntary annexation.

As required by the State of Iowa, the City previously notified the other taxing entities of and held a consultation session with them on Tuesday, March 11, 2014. At that meeting, along with City staff, two Buena Vista County Board of Supervisors were present. Minutes of that consultation session are attached to this staff summary.

The Storm Lake Planning and Zoning Commission has reviewed the request for voluntary annexation at their March 24th, 2014 meeting. At that meeting the board vote 4-0 (three members were absent) to recommend to the City Council approval of the annexation and to bring the land in with a zoning designation of R-1.

Council, after holding the public hearing, may now take formal action on the approval or denial of the annexation. Should the Council approve the 100% Voluntary Annexation request the annexation would be forwarded to the State of Iowa City Development Board for their review and approval.

FISCAL IMPACT: The average cost of a voluntary annexation is about \$2,000 which

include notifications and legal expenses related to the annexation.

The two parcels involved in this 100% voluntary annexation have an assessed valuation of \$115,440.00 combined. City staff estimates that the property will increase tax revenues by approximately \$750 per year

RECOMMENDATION: Adopt Resolution No. 84-R-2013-2014

ATTACHMENTS:

Description	Type
 Application for Vol Annexation Prunty Zinn	Backup Material
 Annexation Map	Map
 Consultation Session Minutes	Backup Material
 Resolution No. 84-R-2013-2014	Resolution

Application for Voluntary Annexation
By
Suzanne Prunty and Wayne Prunty, Wife and Husband, and Sheryl Zinn and
William Zinn, Wife and Husband

To: City Council
City of Storm Lake, Iowa
City Hall
620 Erie Street
Storm Lake, IA 50588

Re: Annexation of real estate legally described on attached Exhibit "A" and referred to below as the
"Land"

The undersigned make(s) application to the City of Storm Lake, Iowa, and request(s) it to annex the Land which is generally shown on the map attached hereto as Exhibit "B". In support of this application, the undersigned represent(s) and warrant(s) as follows:

1. The undersigned is/are the sole owner(s) of the Land. The area of the Land to be annexed, including parts subject to easements and rights-of-way is: 2.751 acres.
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Suzanne Prunty and Wayne Prunty, Wife and Husband, and Sheryl Zinn and
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Property Owned By Suzanne Prunty & Sheryl Zinn

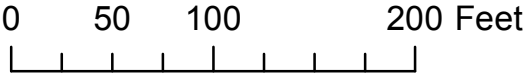


Exhibit "B"



Legend

- Annexation Parcels
- Roads
- City Limits



MEMO

March 11, 2014

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

TO: File

CC: N/A

FROM: Sue Vossberg, Deputy City Clerk

SUBJECT: Notes For Consultation Session – Prunty/Zinn Annexation

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Also present: Dale Arends and Don Altena with the Buena Vista County Board of Supervisors.

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There were no other comments or questions. The consultation session was closed at 9:10am.

RESOLUTION NO. 84-R-2013-2014

RESOLUTION APPROVING VOLUNTARY ANNEXATION OF TERRITORY IN UNINCORPORATED BUENA VISTA COUNTY

WHEREAS, on February 17, 2014, by Resolution No. 63-R-2013-2014, the City Council duly resolved that the application for voluntary annexation received from the owners of real estate, consisting of two contiguous parcels identified below as Parcels A and B, requesting that the City voluntarily annex the real estate, be set down for hearing on May 5, 2014 at 5:00 P.M., in the Council Chambers at City Hall. The real estate generally is adjacent to the northeastern boundary of the City of Storm Lake, located south of 600th Street and adjacent to, and east of, Redwood Drive, a private road. The owners of the real estate and the legal description of the real estate are as follows:

Parcels A and B, contiguous parcels identified for taxation purposes as Parcel Numbers 14-02-201-006 and 14-02-201-007, consisting of an aggregate of 2.751 acres according to the Buena Vista County, Iowa Auditor's records, are together owned by Suzanne Prunty and Wayne Prunty, wife and husband, and Sheryl Zinn and William Zinn, wife and husband, and together legally described as:

Part of the North Twenty-Five (25) acres of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) of Section Two (2), Township Ninety (90) North, Range Thirty-Seven (37) West of the Fifth P.M., more particularly described as follows:

Beginning at a point 245 Feet East of the Northwest corner of said Northeast Quarter (NE1/4), thence East 274 Feet to the west line of Lot One (1), Block One (1), Ferry's Subdivision of part of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) of Section Two (2), Township Ninety (90) North, Range Thirty-Seven (37) West of the Fifth P.M., thence South along said lot line a distance of 350 Feet; thence South 90°00' West a distance of 274 Feet; thence North to the point of beginning; and Lot One (1), Block One (1), Ferry's Subdivision of part of the Northwest Quarter of the Northeast Quarter (NW1/4NE1/4) of Section Two (2), Township Ninety (90) North, Range Thirty-Seven (37) West of the Fifth P.M., subject to existing road and easement for drainage.

WHEREAS, the real estate proposed to be annexed adjoins 600th Street, also known as

East Milwaukee Avenue, a Buena Vista County, Iowa road, on the north boundary of such real estate;

WHEREAS, that part of the 600th Street right-of-way that adjoins and lies between the north boundary of the real estate described above and the centerline of 600th Street should be included with the real estate the applicants seek to annex in the territory to be annexed pursuant to the application.

WHEREAS, the composite legal description of the entire territory proposed to be annexed, including the part of the 600th Street right-of-way specified above, is attached as Exhibit “A,” a map of the territory proposed to be annexed showing its boundary in relationship to the adjoining boundary of the City of Storm Lake, Iowa and adjacent land and landowners is attached as Exhibit “B,” and a map of the of the territory proposed to be annexed showing its boundary in relationship to the existing City of Storm Lake boundaries and to the existing City of Lakeside boundaries is attached as Exhibit “C;”

WHEREAS, the territory proposed to be annexed adjoins the boundary of the City of Storm Lake in the northeastern part of such city and is outside the boundaries of any other city;

WHEREAS, after timely notice to the Buena Vista County, Iowa Board of Supervisors and the Hayes Township Trustees, a consultation meeting was held on March 11, 2014, attended by City Manager James H. Patrick, City Attorney Philip E. Havens, Deputy City Clerk Sue Vossberg, and Buena Vista County Supervisors Dale Arends and Don Altena;

WHEREAS, the Buena Vista County Auditor has been provided the legal descriptions of the real estate proposed to be annexed, and the list of titleholders of such real estate and of all adjoining land, and has confirmed in writing that such names and legal descriptions are accurate and complete;

WHEREAS, the Buena Vista County Board of Supervisors did not adopt a resolution, within thirty days after the consultation meeting or thereafter, stating whether or not it supports the application for annexation or whether it takes no position in support of or against this 100% voluntary annexation;

WHEREAS, due notice of said hearing was published in the Storm Lake Times on April 2, 2014, as provided by law, setting forth the time and place for hearing on said proposed annexation;

WHEREAS, due notice of said hearing was sent by certified or regular mail on April 1, 2014, to all affected utilities, to the City of Lakeside, Iowa (the only city other than the City of Storm Lake located within two miles of the real estate proposed to be annexed), to the Board of Supervisors of Buena Vista County, Iowa, to the County Attorney of Buena Vista County, Iowa, to the Chairperson of the Board of Supervisors of Buena Vista County, Iowa, to the Attorney General of the State of Iowa, to the Iowa Department of Transportation, to Northwest Iowa Planning and Development Commission, and to the owners of land adjoining the territory proposed to be annexed, as required by Section 368.5 and 368.7 of the Iowa Code;

WHEREAS, in accordance with said notices, those interested in the annexation, both for and against, have been given opportunity to be heard with respect thereto and have presented their views to the City Council and that hearing has now been closed; and

WHEREAS, the said notices also gave notice that, if the City Council approves the annexation of the territory described on attached Exhibit "A," the City Council would consider making the annexed territory, with an estimated population of two persons, part of the Storm Lake 1st Voting Precinct, in which precinct the annexation territory is already included under a joint agreement with Buena Vista County, Iowa for the sharing of voting precincts.

NOW, THEREFORE, be it resolved by the City Council of the City of Storm Lake, Iowa as follows:

1. The annexation of the territory described on attached Exhibit “A” is consistent with the City’s long range plans for the area, and is hereby approved.

2. Given that, in their applications for annexation, the owners of the real estate proposed to be annexed waived the right to withdraw the applications within three business days after this public hearing, the City Clerk, without delay, is hereby authorized and directed to forward to the City Attorney for filing with the City Development Board a certified copy of this resolution with Exhibits “A,” “B,” and “C” and of the affidavit of publication of the public notice of the hearing on this proposed annexation.

3. The City Attorney is hereby authorized and directed to seek approval of this 100% voluntary annexation, in its entirety and each part thereof, by the City Development Board in accordance with the procedures established by Iowa Code Chapter 368.

4. The real estate described on attached Exhibit “A” is, for purposes of Iowa Code Section 368.24 and all other purposes, proclaimed annexed to the City of Storm Lake, Iowa, subject, however, to approval by the City Development Board established under Chapter 368 of the Code of Iowa, and effective when such Board has filed and recorded copies of applicable portions of the proceedings as required by Iowa Code Section 368.20, subsection 1, paragraph “b.”

5. At such time as the territory described on attached Exhibit “A” is effectively annexed, the annexed territory, with an estimated population of two persons, is made part of the Storm Lake 1st Voting Precinct, in which precinct the annexation territory is already included under a joint agreement with Buena Vista County, Iowa for the sharing of voting precincts.

Passed and approved this 5th day of May, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

EXHIBIT “A”

COMPOSITE LEGAL DESCRIPTION OF TERRITORY APPROVED FOR ANNEXATION

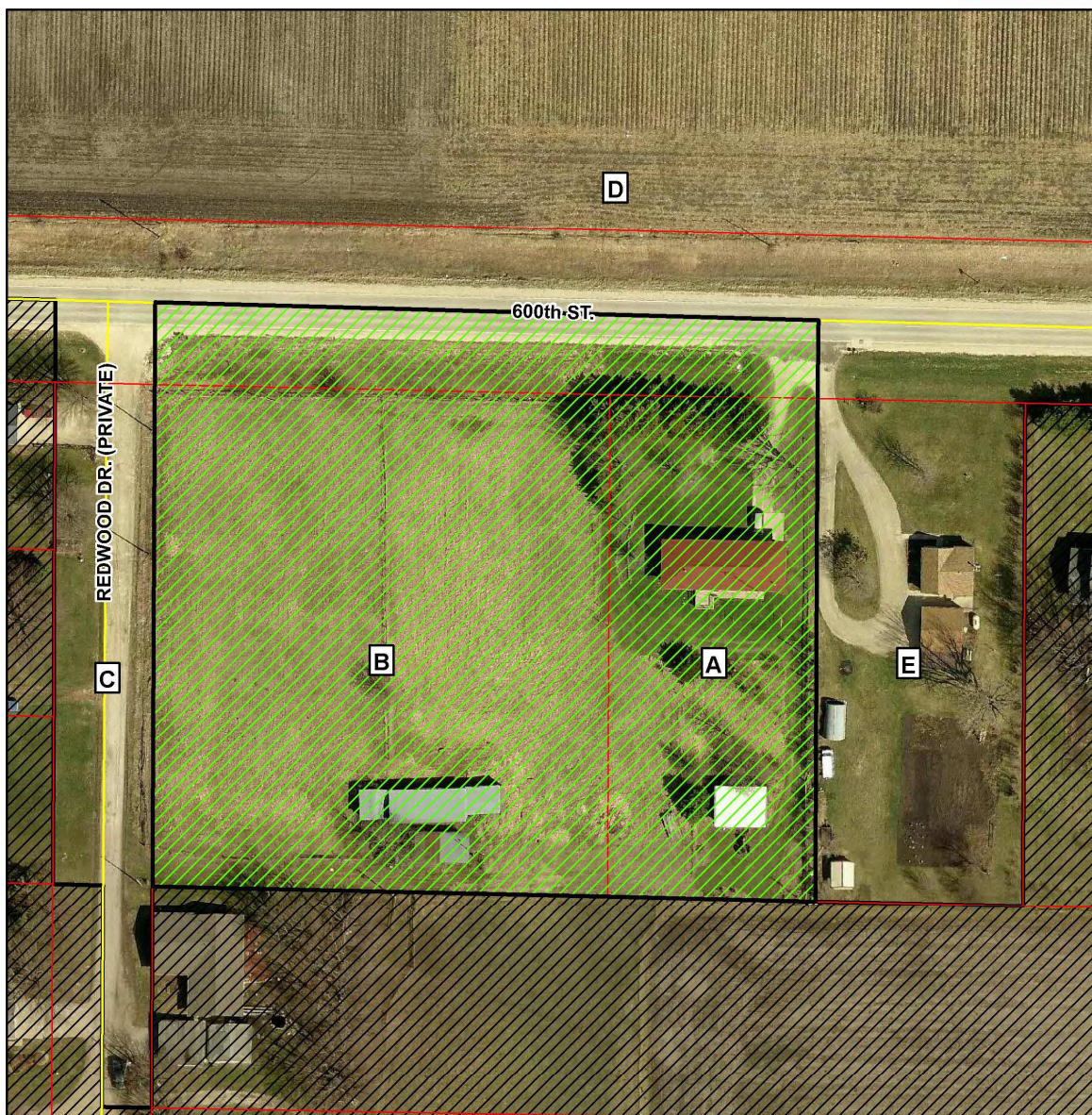
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And

That part of the 600th Street right-of-way that adjoins and lies between the north boundary of the real estate described above and the centerline of 600th Street.

Annexation Area



Legend

-  Annexation Area
-  Roads
-  City Limits

PARCEL	OWNER	VOLUNTARY	INVOLUNTARY	ADJACENT
A	Suzanne Prunty & Sheryl Zinn	X		
B	Suzanne Prunty & Sheryl Zinn	X		
C	Suzanne Eades			X
D	McKenna Farms Inc			X
E	Glynn Hopper			X

0 50 100 200 Feet



EXHIBIT "B"

Map of General Location of Annexation Area
in Reference to Current City Limits
& the Current City Limits of Lakeside, Iowa

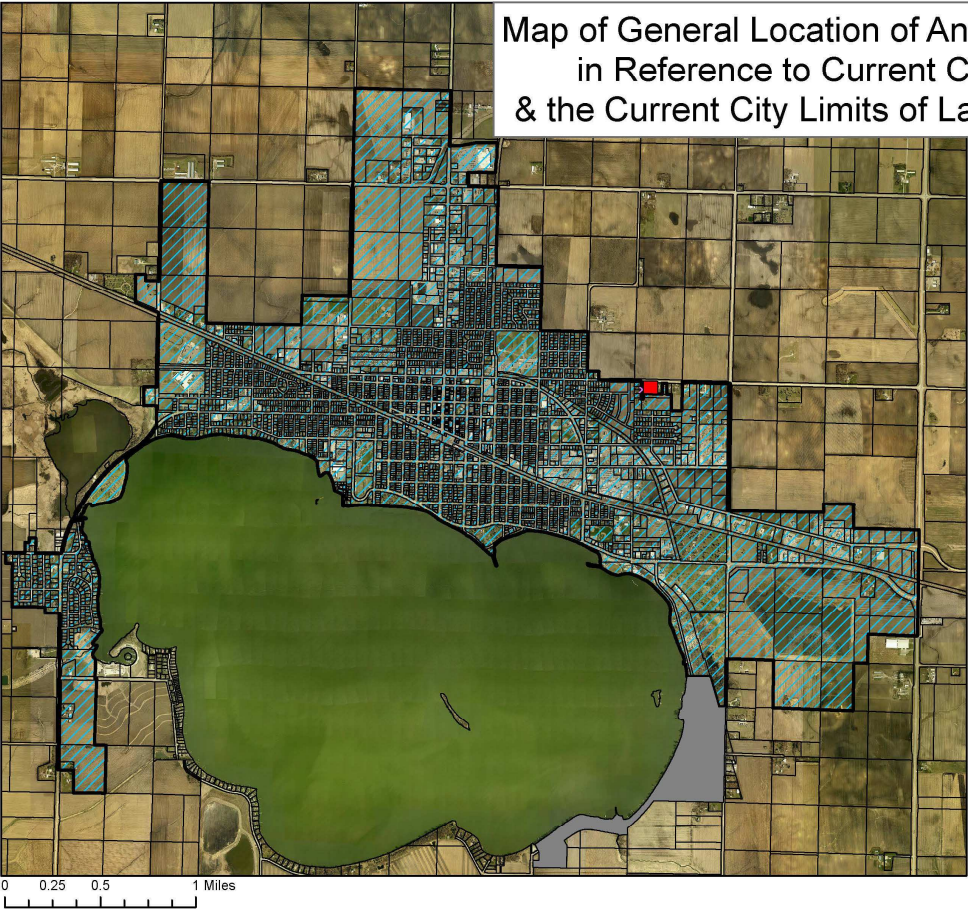


EXHIBIT "C"



- Legend**
- Annexation Area
 - Storm Lake City Limits
 - Lakeside City Limits

Staff Summary

5/5/2014

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: James H. Patrick, City Manager

SUBJECT: **Public Hearing To Vacate & Sell Public Right Of Way**

BACKGROUND: Council directed that a public hearing be held to consider vacating a portion of 6th Street from Highview to Pleasantview.

Buena Vista Regional Medical Center has requested this consideration since they own the property on both sides of the road. This would allow them to expand their campus in the future.

The request is to vacate 24,175.85 square feet and transfer the same to BVRMC in return for committing to improve their existing Storm Water management.

FISCAL IMPACT: The City would retain an easement for utilities (waste water pipe). The City has spent approximately \$50.00 to advertise the public hearing. The transfer of property under the terms proposed would assist in diminishing the run off from the current BVRMC campus and save the City as well as neighbors the costs associated with excessive runoff.

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

Staff Summary

5/5/2014

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: James H. Patrick, City Manager

SUBJECT: **Ordinance No.10-R-2013-2014 Vacation Of Public Right Of Way On Behalf Of Buena Vista Regional Medical Center**

BACKGROUND: The City received a letter from BVRMC requesting Council consideration to vacate a portion of 6th Street Right Of Way (ROW) from Highview to Pleasantview. BVRMC owns the property on either side of the road and eventually needs this ROW for future expansion plans.

The City Council has conducted a public hearing and received comments on the vacation of this ROW and may now consider taking action on this Ordinance. BVRMC intends to purchase this Right Of Way from the City should Council choose to proceed.

FISCAL IMPACT: The vacation of the 6th Street ROW will save the City money for continued maintenance.

RECOMMENDATION: First Reading May 5th

Second Reading May 19th

Third Reading June 2nd

ATTACHMENTS:

Description	Type
 Ordinance No. 10-O-2013-2014	Ordinance

ORDINANCE NO. 10-O-2013-2014

AN ORDINANCE PROVIDING FOR THE VACATION OF A PORTION OF THE WEST 6TH STREET RIGHT-OF-WAY AND A PORTION OF THE HIGHVIEW DRIVE RIGHT-OF-WAY IN THE CITY OF STORM LAKE, IOWA.

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

Section I. Purpose: The purpose of this Ordinance is to vacate a portion of the West 6th Street right-of way and a portion of the Highview Drive right-of way in the City of Storm Lake, Buena Vista County, Iowa and thereby relieve the City of Storm Lake of responsibility for the maintenance and supervision of such streets.

Section II. Facts Found: The City Council of the City of Storm Lake, Iowa hereby makes the following findings:

1. Portions of the West 6th Street and Highview Drive street rights-of way, legally described as:

PORTIONS OF WEST 6TH STREET AND HIGHVIEW DRIVE, BOTH BEING DEDICATED PUBLIC STREETS WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast (NE) corner of Lot Four (4), Block Three (3) of First Pleasantview Addition, Thence East to the Northwest (NW) corner of Lot Four (4), Block Two (2) in said First Pleasantview Addition; Thence South along the East line of Highview Drive to the South line of West 6th Street; Thence West along said South line to a point 34.00 feet East of the Northwest (NW) corner of Lot Two (2), Block One (1) in Garden Grove Addition; Thence northeasterly to the Southwest (SW) corner of Lot Four (4), Block Two (2) in Third Pleasantview Addition; Thence East along the North line of West 6th Street to the West line of Highview Drive; Thence North along said West line to the Point of Beginning,

are not needed for use of the public as streets, and therefore, maintenance of those portions of such streets at public expense is no longer justified. However, the City of Storm Lake, Iowa will continue to maintain certain utilities on, under, and through the entirety of the rights-of-way described above and this vacation of portions of streets is not intended to relinquish any of the City of Storm Lake's property interests in such rights-of-way.

2. The vacation will not deny owners of property abutting on the streets reasonable access to their property.
3. Notice of the intended vacation including the date on which the Council would

first consider the vacating ordinance has been published in the Storm Lake Times on April 25, 2014, and which date was not less than four (4) nor more than twenty (20) days from the date of the first hearing on the proposed vacation, which date was set for May 5, 2014.

Section III. Vacation: Portions of the West 6th Street and Highview Drive street rights-of way, legally described as:

PORTIONS OF WEST 6TH STREET AND HIGHVIEW DRIVE, BOTH BEING DEDICATED PUBLIC STREETS WITHIN THE CORPORATE LIMITS OF THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast (NE) corner of Lot Four (4), Block Three (3) of First Pleasantview Addition, Thence East to the Northwest (NW) corner of Lot Four (4), Block Two (2) in said First Pleasantview Addition; Thence South along the East line of Highview Drive to the South line of West 6th Street; Thence West along said South line to a point 34.00 feet East of the Northwest (NW) corner of Lot Two (2), Block One (1) in Garden Grove Addition; Thence northeasterly to the Southwest (SW) corner of Lot Four (4), Block Two (2) in Third Pleasantview Addition; Thence East along the North line of West 6th Street to the West line of Highview Drive; Thence North along said West line to the Point of Beginning,

in the City of Storm Lake, Iowa are hereby declared vacated.

Section IV. Repealer: All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section V. Severability Clause. If any section, provision, or part of this Ordinance shall be judged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section VI. When Effective: 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 Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

5/5/2014

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: Mark Prosser, Public Safety Director

SUBJECT: **Motion Authorizing A Noise Variance For The 2014 Buena Vista University "Senior Send Off" Event**

BACKGROUND: Attached to this summary is a written request from Mark Kirkholm representing Buena Vista University for a Noise Variance to be issued on Thursday, May 22, 2014 between the hours of 3:30pm and 5:30pm at the Chautauqua Park Shelter House.

The request is for outdoor amplified music and entertainment.

The request is consistent with previous years.

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

FISCAL IMPACT: None

RECOMMENDATION: Pass Motion

ATTACHMENTS:

Description	Type
☐ BVU Senior Send Off - Letter & Permit	Letter

BUENA VISTA UNIVERSITY

April 21, 2014

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

Dear Mark,

Buena Vista University is hosting a "Senior Send Off" picnic at Chautauqua Park Shelter House on May 22nd from 3:30pm to 5:30 pm. We are hoping to have Moving in Stereo provide music and are asking for a noise variance during that time frame.

I am the responsible person for any issues or problems and will be glad to notify whoever we need to notify of this event if required.

Thank you in advance for considering our request.

Sincerely,



Mark S. Kirkholm
Interim Associate Dean of Students & Director of Campus Security



Public Safety Police & Fire

PERMIT

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

Event 2014 BVU Senior Send Off

Issued To: Name Mark Kirkholm

Organization Buena Vista University

Address 610 W 4th Street

Storm Lake, IA 50588

Phone 712-749-2500

Date(s) of Event Thursday, 5-22-2014

Time(s) of Event 3:30PM - 5:30PM

Expiration of Permit 5-23-2014

Location/Area of Use Chautauqua Park

Type of Permit

- | | | | | |
|---------------|---------------|---------------|----------|------------------------------|
| <u>X</u> | <u>X</u> | <u>X</u> | <u>1</u> | Noise Variance -8-7-4 |
| <u> </u> | <u> </u> | <u> </u> | <u>2</u> | Ride/Run/Walk - 9-13-4 |
| <u> </u> | <u> </u> | <u> </u> | <u>3</u> | Parade -9-13-4 |
| <u> </u> | <u> </u> | <u> </u> | <u>4</u> | Public Demonstration - 8-7-4 |
| <u> </u> | <u> </u> | <u> </u> | <u>5</u> | Street Closing |
| <u> </u> | <u> </u> | <u> </u> | <u>6</u> | Fireworks - 8-2-1-(I2A) |
| <u> </u> | <u> </u> | <u> </u> | <u>7</u> | Authorized Burn - 7-2-2-B |
| <u> </u> | <u> </u> | <u> </u> | <u>8</u> | Other |

Authorized by: Mark A. Prosser

Printed Name

Signature

5-6-2014

Date

Public Safety Director

Title

Staff Summary

5/5/2014

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: Emily Haselhoff, Planning Coordinator

SUBJECT: **Motion Approving A Preliminary Plat For A Major Subdivision By The City Of Storm Lake**

BACKGROUND: Attached to this staff summary is the preliminary platting 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 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 preliminary plat identifies the preliminary 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 Monday, April 28th, the Planning and Zoning Commission reviewed this preliminary plat for the Storm Lake 3rd Addition subdivision and recommended the City Council should approve this subdivision subject to changes to be made to Lots 4 and 5 by changing the width for Lot 5 to 83 feet and changing the width for Lot 4 to 84 feet to accommodate houses that would be moved onto the lots for Habitat For Humanity.

Staff will be present to overview the subdivision at the meeting and answer any questions that the City Council has regarding the Preliminary Plat.

FISCAL IMPACT: Following review of the preliminary plat and approval we will be working on the development of a full cost estimate for the subdivision. This cost will impact the final lot price. The City would

expect that this subdivision would be funded in part by lot sales as well as Tax Increment Financing.

RECOMMENDATION:

Review and approve the Preliminary Plat for the Storm Lake 3rd Addition major subdivision in accordance with the recommendation from the Storm Lake Planning and Zoning Commission.

ATTACHMENTS:

Description		Type
	Preliminary Plat	Backup Material
	Application Form	Application
	P&Z action taken form	Backup Material

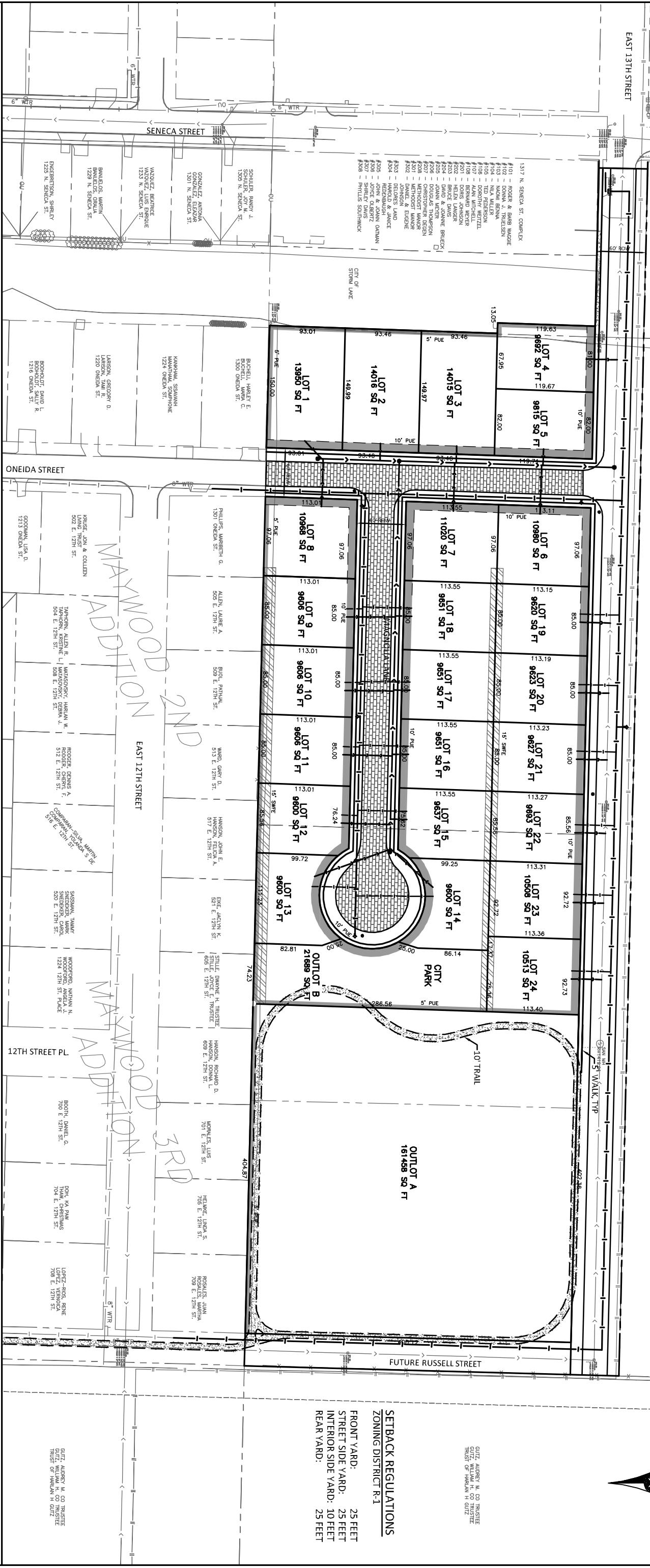
PHASING
PHASE 1: LOTS 1-8
PHASE 2: LOTS 9-18
PHASE 3: LOTS 19-24



GUZZ, AUDREY M. CO TRUSTEE
GUZZ, WILLIAM H. CO TRUSTEE
TRUST OF HARLAN H. GUZZ

SETBACK REGULATIONS
ZONING DISTRICT R-1

FRONT YARD: 25 FEET
STREET SIDE YARD: 25 FEET
INTERIOR SIDE YARD: 10 FEET
REAR YARD: 25 FEET



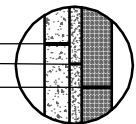
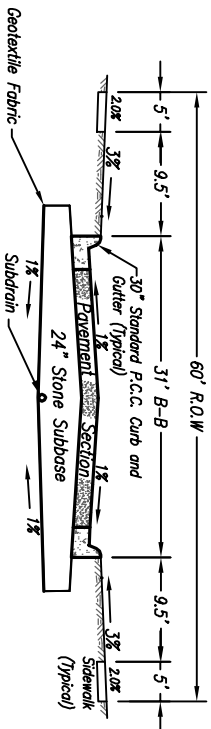
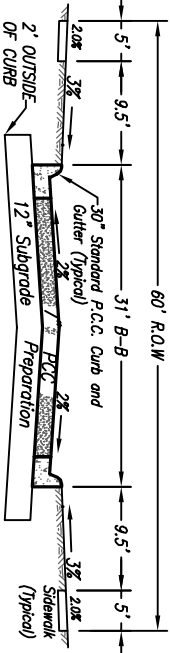
EXISTING

- CENTERLINE
- PROPERTY / LOT LINE
- ROAD RIGHT-OF-WAY LINE
- WATER SYSTEM
- STORM SEWER
- SANITARY SEWER
- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE
- GAS LINE
- OVERHEAD UTILITY LINE
- FENCE LINE

LEGEND

PROPOSED

- * LIGHT POLE
- TREE
- RIGHT-OF-WAY LINE
- 8" WATERMAIN
- STORM SEWER
- NORTH CENTRAL STORM SEWER
- 8" SANITARY SEWER
- MANHOLE
- STORM INLET
- PUBLIC UTILITY EASEMENT
- STORM SEWER & STORM WATER FLOWAGE EASEMENT
- PERVIOUS PAVEMENT



PAVEMENT SECTION
NOT TO SCALE



COUNCIL PROPERTIES, LLC.
1405 N. SENECA ST.

COREY LLC

1317 N. SENECA ST. COMPLEX
#101 - ROGER & BARB WAGOE
#102 - DONNA J. TRULESEN
#103 - NAOMI BENNA
#104 - NELA MILLER
#105 - JIM & JILL JOHNSON
#106 - DOROTHY HARTZEL
#107 - ALAN MITCHELL
#108 - BERNARD MEYER
#201 - DORIS JOHNSON
#202 - HELEN LANGER
#203 - BRUCE DAVIS
#204 - JIM & JOANNE BRUECK
#205 - JOANN MEYER
#206 - DOUGLAS THOMPSON
#207 - CHRISTOPHER DEGEN
#208 - METHODIST MANOR
#301 - JENNIFER & EUGENE
#302 - JONHESCA
#303 - DELORES LAND
#304 - HAROLD & JANCE
#305 - JOHN & JOANN OATMAN
#306 - JAMES & JENNIFER
#307 - SHIRLEY DAVIS
#308 - PHYLLIS SOUTHWICK

SCHULER, RANDY L.
SCHULER, JOY M.
1305 N. SENECA ST.

CONZALEZ, ANTONIA
CONZALEZ, ANTONIA
1301 N. SENECA ST.

VAZQUEZ, BEATRICE
VAZQUEZ, LUIS ENRIQUE
1233 N. SENECA ST.

BAULES, MARTIN
BAULES, MARTIN
1229 N. SENECA ST.

ENGERTSON, SHIRLEY
1225 N. SENECA ST.

BUCHHEI, HARLEY E.
BUCHHEI, MARA C.
1300 ONEIDA ST.

KANKHAM, SISAMANH
MAANTHAM, SOMPPHONE
1224 ONEIDA ST.

LARSON, GREGORY D.
LARSON, TAMI R.
1220 ONEIDA ST.

KRUSE, JON & COLLEEN
LIVING TRUST
502 E. 12TH ST.

TAPHOEN, AILEEN R.
TAPHOEN, KRISTINE L.
504 E. 12TH ST.

MATSONSKY, LARUAN W.
MATSONSKY, DEBRA J.
508 E. 12TH ST.

RODGER, DENNIS A.
RODGER, CHERYL F.
512 E. 12TH ST.

SISSMAN, TAMMY
SNEDECER, CAROL
520 E. 12TH ST.

WOODFORD, NATHAN N.
WOODFORD, ANGELA J.
1224 12TH ST. FLAGE

BOOTH, DANIEL G.
700 E. 12TH ST.

DOH, KA PAW
THAW, CHRISTMAS
704 E. 12TH ST.

LOPEZ-RIOS, REINE
LOPEZ, VERONICA
708 E. 12TH ST.

PHILLIPS, MARGRETH G.
1301 ONEIDA ST.

BIOL, PATRIAL
509 E. 12TH ST.

WARD, GARY D.
513 E. 12TH ST.

HANSON, JOHN E.
HANSON, JERICH A.
517 E. 12TH ST.

ENKE, JACLYN K.
521 E. 12TH ST.

STILLE, DWAYNE H. TRUSTEE
STILLE, JOYCE E. TRUSTEE
605 E. 12TH ST.

HANSON, RICHARD D.
HANSON, DONNA L.
609 E. 12TH ST.

MORALES, LUIS
701 E. 12TH ST.

HELMKE, LINDA S.
705 E. 12TH ST.

ROSALES, JUAN
ROSALES, MARTHA
709 E. 12TH ST.

LOT 1
13950 SQ FT

LOT 2
14016 SQ FT

LOT 3
14015 SQ FT

LOT 4
9822 SQ FT

LOT 5
9815 SQ FT

LOT 6
10980 SQ FT

LOT 19
9820 SQ FT

LOT 20
9623 SQ FT

LOT 21
9827 SQ FT

LOT 22
9633 SQ FT

LOT 23
10508 SQ FT

LOT 24
10513 SQ FT

LOT 7
11020 SQ FT

LOT 18
9651 SQ FT

LOT 17
9651 SQ FT

LOT 16
9651 SQ FT

LOT 15
9637 SQ FT

LOT 14
9600 SQ FT

LOT 8
10988 SQ FT

LOT 9
9606 SQ FT

LOT 10
9606 SQ FT

LOT 11
9606 SQ FT

LOT 12
9600 SQ FT

LOT 13
9600 SQ FT

OUTLOT B
21689 SQ FT

OUTLOT A
16148 SQ FT

INLET PROTECTION

DITCH CHECK

SILT FENCE

EXISTING DRAINAGE

PROPOSED DRAINAGE

RIPRAP

CONSTRUCTION ENTRANCE

HORZ.
SCALE
0 50 100
FEET

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(\\boltonm\civ\p\proj\1405nse\1405nse.dwg 4/17/14 3:38pm)

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MARQUETTE, MIN. PARKMOUNT, MIN. STEEPLY RISE, MIN. BURNSVILLE, MIN.
WILLMAR, MIN. CHASKA, MIN. RAMSEY, MIN. MAPLEWOOD, MIN.
BAXTER, MIN. ROCHESTER, MIN. AMES, IA. SPENCER, IA.

CITY OF STORM LAKE, IOWA
STORM LAKE 3RD ADDITION - PRELIMINARY PLAT
SWPPP PLAN

SHEET
4
OF
4

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 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 containing an area of 12.095 acres.

And the East 13.05 feet of the North 119.63 feet of Lot Eight (8), Block One (1), Geisinger's Commercial Second Addition to the City of Storm Lake, Iowa.

**ACTION TAKEN ON PRELIMINARY PLAT FOR MAJOR
SUBDIVISION REQUEST**

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION

Date: April 28, 2014

Recommendation #2014-4

Applicant: City of Storm Lake



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

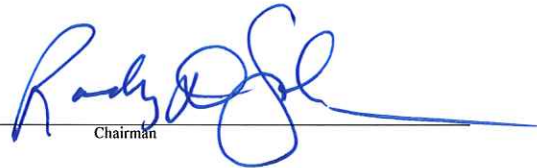
The Planning and Zoning Commission has reviewed the foregoing application and hereby recommends to the City Council that the request be:

X Approved _____ Denied

Reason for approval or denial: (list complete data) Subject to changes to Lots 4
& 5 with Lot 5 being 83' and Lot 4 expanding west
to 84'

Acted upon this 28th day of April, 2014.

Signed: _____


Chairman

Attest: _____


Secretary

The City Council has reviewed the foregoing application and recommendations and hereby
_____ Approves _____ Denies the request.

Dated this _____ day of _____, 2014.

Signed: _____

Administrator

Attest: _____

City Clerk

Staff Summary

5/5/2014

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: Jennifer Movall, Finance Department Manager

SUBJECT: **Motion Setting Public Hearing On Fiscal Year 2013-2014
Budget Amendment**

BACKGROUND: The City is required by the Iowa Code to amend the budget anytime expenses exceed the prior authorized budget authority as set by the City Council. The last date by which the City can amend their budget in the major program areas is May 31st.

The Finance Department has worked with Department Heads and staff to re-estimate all potential known expenses that are anticipated for the remainder of the current fiscal year which ends on June 30, 2014.

Prior to adoption of the budget amendment the City must hold a public hearing and publish notice. Passage of this motion will set the official public hearing date for Monday, May 19, 2014 at 5:00PM and directs the City Clerk to publish notice of the hearing as required by State of Iowa law.

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

RECOMMENDATION: Set Public Hearing for May 19, 2014 at 5:00PM

Staff Summary

5/5/2014

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: **Motion To Reject Bids For Seneca Street Project From HWY7/Milwaukee North Approximately 400 Feet**

BACKGROUND: The City held a bid letting for this project on Tuesday, April 29th and received two bids as follows:
Lundell Construction - \$244,743.95 (29.8% over the engineer's estimate)
Vaughn DeLoss Construction - \$264,945.00

The Engineer's estimate on the project was \$188,489.00.

The original design was to place a 7" concrete (PCC) section of pavement with curb and gutter from HWY 7/Milwaukee approximately 400' or to Windsor Circle.

After visits to other cities who have used pervious pavers and with the new green infrastructure plan which will be incorporated, staff felt that this was the right size project to start looking at new ways of doing things. The project would consist of 1' and 2' rock base layers for drainability and "L" shaped high strength concrete pavers in a color to be determined. Concrete curb and gutter will outline the pavers.

FISCAL IMPACT: Estimated Total Cost of Project with the low bid would be \$279,743.95
Engineering \$15,000
Construction \$244,743.95
Contingency \$15,000
Legal/Admin \$5,000

There is \$135,000 budgeted in the 5-year Capital Improvement Plan for this project.

RECOMMENDATION: Approve Motion

ATTACHMENTS:

Description	Type
 Bid Tab	Backup Material



BOLTON & MENK, INC.®

Consulting Engineers & Surveyors

P.O. Box 668 • 2730 Ford Street • Ames, IA 50010-0668

Phone (515) 233-6100 • Fax (515) 233-4430

www.bolton-menk.com

April 29, 2014

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

RE: Sececa Street Reconstruction - 2014
Recommendation of Award
Project No.: P11.107933

Dear Justin:

At 10:00 a.m. on April 29, 2014 bids were received for the Seneca Street Reconstruction project. The Engineer's Estimate for the project is \$189,586.00. A total of two bids were received and are summarized from lowest to highest as follows:

Bidder	City	Amount
Lundell Construction Co., Inc.	Cherokee	\$244,743.95
Menz Agri Sales	Spencer	\$264,945.00

The bid received from Lundell Construction Co., Inc. is 29% above the engineer's estimate for the project, and is determined to be the lowest responsive, responsible bidder. Bolton & Menk has reviewed the bid documents submitted; however, Bolton & Menk recommends to reject all bids on the Seneca Street Reconstruction project. We recommend holding another bid letting later this year for this project.

The bid tabulation is also attached for your use.

Please contact me should there be any questions related to this project.

Sincerely,

Neil Guess, P.E.
Project Engineer

BOLTON & MENK, INC.

cc: File w/attachments
Justin Yarosevich

City of Storm Lake
Seneca Street Reconstruction - 2014
Storm Lake, Iowa

TABULATION OF BIDS

Bid Letting Date: April 29, 2014 @ 10:00 AM



Bolton & Menk, Inc.
Spencer, IA

Line No.	Description	Unit	Quantity	Engineer's Estimate		Lundell Construction Co., Inc. Cherokee, IA		Vaughn DeLoss Construction Spencer, IA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	TRAFFIC CONTROL	LS	1	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
2	MOBILIZATION	LS	1	\$9,000.00	\$9,000.00	\$15,810.00	\$15,810.00	\$9,000.00	\$9,000.00
3	EXCAVATION, CLASS 13	CY	1400	\$5.00	\$7,000.00	\$9.45	\$13,230.00	\$16.50	\$23,100.00
4	SUBGRADE PREPARATION	SY	310	\$1.50	\$465.00	\$5.00	\$1,550.00	\$10.00	\$3,100.00
5	BASE, ASTM NO. 57 STONE	TN	500	\$25.00	\$12,500.00	\$35.00	\$17,500.00	\$31.00	\$15,500.00
6	SUBBASE, 0207 - 3" Ballast	TN	1300	\$25.00	\$32,500.00	\$30.85	\$40,105.00	\$34.00	\$44,200.00
7	EXPLORATORY EXCAVATION, UTILITY POTHOLE	EA	3	\$100.00	\$300.00	\$350.00	\$1,050.00	\$100.00	\$300.00
8	STORM SEWER, TRENCHED, N-2000, 12"	LF	64	\$30.00	\$1,920.00	\$84.50	\$5,408.00	\$45.00	\$2,880.00
9	SUBDRAIN, TYPE 1, 6"	LF	425	\$20.00	\$8,500.00	\$8.10	\$3,442.50	\$25.00	\$10,625.00
10	INTAKE TYPE SW-501	EA	1	\$2,500.00	\$2,500.00	\$2,655.00	\$2,655.00	\$3,000.00	\$3,000.00
11	INTAKE ADJUSTMENT, MINOR	EA	1	\$1,000.00	\$1,000.00	\$950.00	\$950.00	\$250.00	\$250.00
12	CONNECTION TO EXISTING INTAKE	EA	1	\$500.00	\$500.00	\$850.00	\$850.00	\$500.00	\$500.00
13	PAVEMENT, PCC, 7"	SY	225	\$45.00	\$10,125.00	\$68.25	\$15,356.25	\$50.00	\$11,250.00
14	PERMEABLE PAVEMENT PAVERS	SY	1200	\$45.00	\$54,000.00	\$50.00	\$60,000.00	\$55.00	\$66,000.00
15	CURB AND GUTTER, 6" STD. 30" WIDE	LF	780	\$20.00	\$15,600.00	\$30.45	\$23,751.00	\$40.00	\$31,200.00
16	REMOVAL OF SIDEWALK	SY	22	\$8.00	\$176.00	\$18.00	\$396.00	\$20.00	\$440.00
17	REMOVAL OF DRIVEWAY	SY	135	\$8.00	\$1,080.00	\$12.00	\$1,620.00	\$20.00	\$2,700.00
18	SIDEWALK, PCC, 6"	SY	90	\$54.00	\$4,860.00	\$63.00	\$5,670.00	\$50.00	\$4,500.00
19	DETECTABLE WARNING	SF	80	\$25.00	\$2,000.00	\$38.80	\$4,704.00	\$45.00	\$3,600.00
20	DRIVEWAY, PCC, 6"	SY	118	\$45.00	\$5,310.00	\$60.90	\$7,186.20	\$50.00	\$5,900.00
21	PAVEMENT REMOVAL	SY	1650	\$8.00	\$13,200.00	\$7.50	\$12,375.00	\$10.00	\$16,500.00
22	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	AC	1	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00
23	SILT FENCE OR SILT FENCE DITCH CHECK	LF	500	\$2.50	\$1,250.00	\$3.75	\$1,875.00	\$6.00	\$3,000.00
24	INLET PROTECTION DEVICE, SURFACE APPLIED	EA	4	\$200.00	\$800.00	\$190.00	\$760.00	\$100.00	\$400.00
TOTAL BID					\$189,586.00		\$244,743.95		\$264,945.00

29-Apr-14
H:\SMLR\p111079336_Bidding Documents\B_Bid Tabulation\B_Bid Tabulation (BidTab_master1.xlsx)\Bid Tabulation

Staff Summary

5/5/2014

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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Set Public Hearing On Expansion Blvd Storm Water Project**

BACKGROUND: This will set the public hearing for the Expansion Blvd Storm Water Project for May 19, 2014 at 5:00pm in the City Hall Council Chambers.

This project is located in the eastern portion of Storm Lake to improve the drainage south of the rail road along highway 7, in the industrial park. The water will be taken to the east along Drainage District 13's current easements using detention basins and bioretention ponds to clean the water that will eventually go to Poor Farm creek on the east side of Highway 71.

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

FISCAL IMPACT: The engineering agreement is with Emmons & Olivier Resources, Inc. (EOR) of Minneapolis, Minnesota with services not to exceed \$188,000.00.

The City is looking at a bid letting for this project in May of 2014. Projected cost for the project is \$1,587,468.22

This project will be funded from flood mitigation funds.

RECOMMENDATION: Set Public Hearing for May 19, 2014 at 5:00PM

Staff Summary

5/5/2014

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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Motion To Accept Proposal From Mid American To Move Street Lights For The Lake Avenue Trail Project**

BACKGROUND: The Lake Avenue Recreational Trail will construct a walking and biking pedestrian trail along North Lake Avenue from 10th Street north to C49. The bid letting will be June 17, 2014 through the Iowa Department of Transportation.

As part of the project the existing street lights are in the way of the trail and the required DOT clearances. After reviewing the potential alternatives the best option was to move the street lights to the west side of the street from 12th Street north to C49. In order to move the lights Mid American Energy has requested the City to share in the cost for moving the lights.

FISCAL IMPACT: This motion will accept the proposal from Mid American to move the street lights from one side of the street to the other to make way for the trail. The cost to the City is \$25,450.29.

Total estimated project cost is \$589,332.00 broken down as follows:

Engineering	\$49,750
Construction	\$496,707
Contingency	\$1,000
Legal/Admin	\$10,000
Street Light Move	\$25,450.29
Land Acquisition	\$5,000
Projected Cost	\$587,907.29

A portion of the project will be funded by two Iowa Department of Transportation Grants totalling \$193,000. The remaining funding is from City of Storm Lake funds including Franchise Fees and Road Use Tax in the amount of \$396,332.

RECOMMENDATION: Motion to accept proposal.

ATTACHMENTS:

Description	Type
 Mid American Proposal	Backup Material

Customer's Authorization

The work described below will be done at:

NORTH LAKE AVENUE

Street

STORM LAKE IA 50588

City

State

Zip

The customer requests MidAmerican Energy to do the following work:

Remove existing St. Lighting system on the East side of N Lake Ave from W 13th St North to E 16 St.
Install new St. Lighting system on the West side of N Lake Ave from W 13th St North to E 16 St.

When the work described is complete, Customer promises to pay:

SUMMARY OF WORK

COST

Capital Less RO/OM/PreCap \$ 18,119.79
GROSS UP TAX 2014/27.03% \$ 4,897.78
RO/OM charges \$ 2,432.72
TOTAL COST TO CUSTOMER \$ **25,450.29**

WMIS Number:

2384954

Bill Acct. Number:

Taken By: Mark H. George

Date:

4/19/2014

BILL TO:

CITY OF STORM LAKE IA.

Name

620 Erie St.

Street

Storm Lake
IA
50588

City

State

Zip

712-732-8000

Phone No.

DATE REQUESTED

Indicate North:

Diagram of Facility Location

SEE ATTACHED DIAGRAM

Applicant shall locate and mark all privately owned underground facilities and systems (including but not limited to water services, culverts, irrigation systems, drain pipes, septic lines, conduit and underground wiring) to conform with the current version of Recommended Marking Guidelines for Underground Utilities and the uniform color code established by the American Public Works Association, prior to MidAmerican Energy's construction. MidAmerican Energy will not be responsible for damage to unmarked or incorrectly marked privately owned underground facilities.

MidAmerican Energy will not replace sod nor be responsible for lawn, landscape, or hard surfaces (concrete, asphalt, etc.) restoration due to the installation/relocation of the gas and/or electric facilities.

The undersigned has read the back and front of this agreement and requests MidAmerican Energy to install and/or relocate its facilities on the property listed above.

SIGNATURE, CUSTOMER'S AGENT

DATE

CUSTOMER'S SIGNATURE

DATE



MidAmerican Energy
1018 North Vestal Street
Storm Lake, Iowa 50588
712 749-7100 Telephone

April 19, 2014

James H Patrick
City Manager
City of Storm Lake
Storm Lake IA.
620 Erie St.
50588

Dear Mr. Patrick:

MidAmerican Energy Company has reviewed the request by the City of Storm Lake to relocate existing street lighting facilities on the east side of N Lake Ave from W 13 St. north to E 16 Street and on the west side of N Lake Ave from W 13th north to E 16th Street in the City of Storm Lake, IA to accommodate a new bike and pedestrian trail.

The total cost to MidAmerican Energy Company to relocate the street lighting facilities is \$38,932.67, with a total estimated man hours worked of 191.4 hrs. MidAmerican Energy Company is willing to forgo 90 hours of service work needed to complete the project. MidAmerican Energy Company also proposes to absorb the additional costs associated with replacing the existing poles and lights with new equipment. This brings the cost to the City of Storm Lake (Total Cost In Aid Of Construction) to \$25,450.29. This includes a Gross Up Tax charge of \$4,897.78

If agreeable to the terms and conditions of this proposal letter and the (Customer's Authorization Agreement), please sign the Customer's Authorization Agreement form and return the white copy to me, along with Cost In Aid Of Construction Payment of \$25,450.29. Please keep the yellow copy of the signed Agreement for your records.

After receiving the signed Agreement and Payment, MidAmerican Energy Company will schedule the work needed to meet your requests.

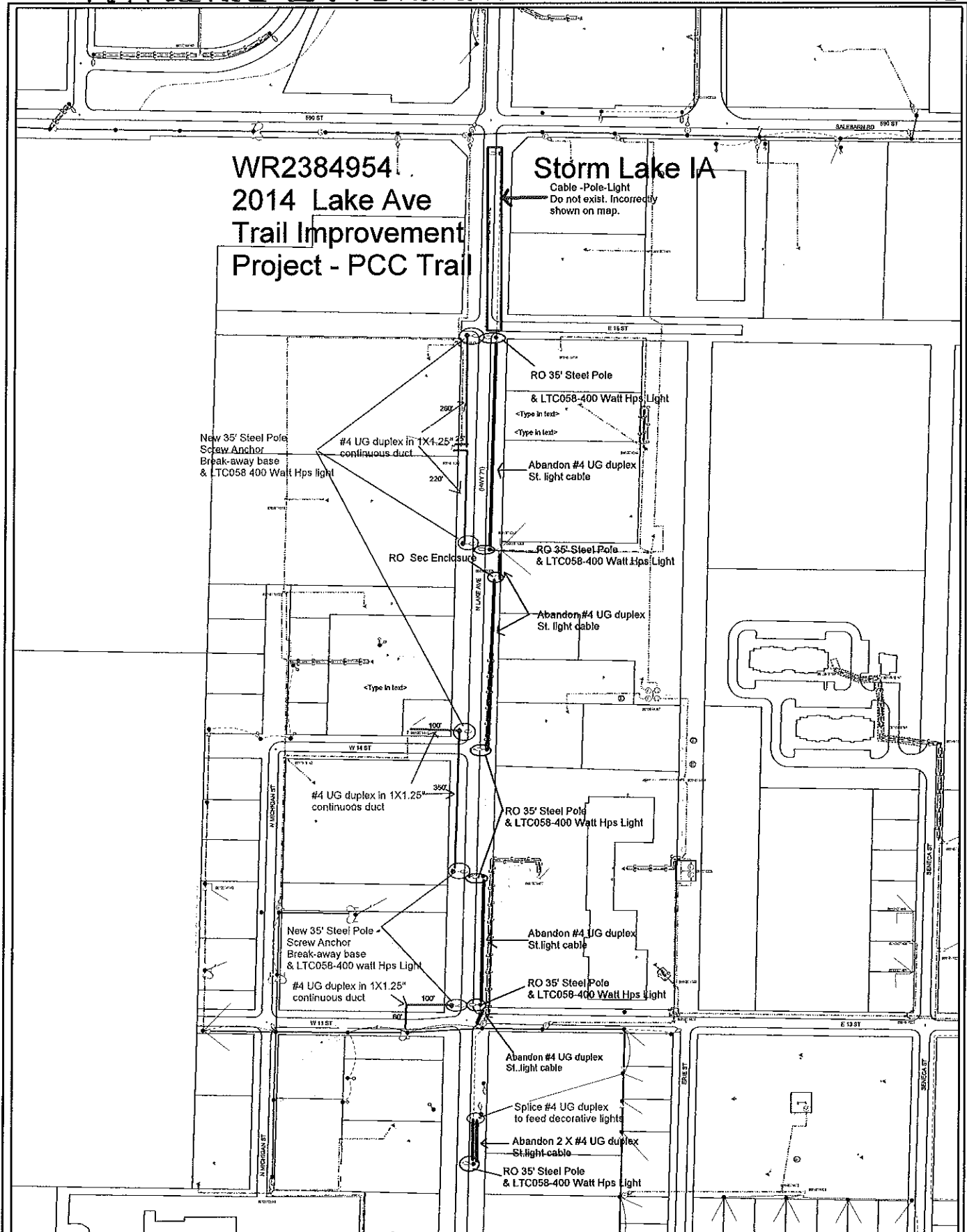
If you have any questions, please give me a call. My Office number is 712-749-7116 or my mobile phone is 712-229-2979. You can also reach by email at mhgeorge@midamerican.com

Thank you for your inquiry.

Sincerely,

Mark H George
MidAmerican Energy Company
Electric Design Technician.

Attached Diagram (Per Customer's Authorization)



User Text: George, Mark H

Date: 4/19/2014

2:34:50 PM

Scale Ratio: 1:3,958

Scale Unit: 1 in = 330 ft

Staff Summary

5/5/2014

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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Set Public Hearing For Lake Avenue Recreational Trail**

BACKGROUND: This will set the public hearing for the Lake Avenue Recreational Trail for June 2, 2014 at 5:00pm in the Council Chambers.

The Lake Avenue Recreational Trail will construct a walking and biking pedestrian trail along North Lake Avenue from 10th Street north to C49. The bid letting will be June 17, 2014 through the Iowa Department of Transportation. The City Clerk has the plans and specifications on file.

The trail project has two separate grants from the State of Iowa Department of Transportation in the amount of \$193,000.

This project has been approved in the Capital Budget.

FISCAL IMPACT: Total estimated project cost is \$589,332.00 broken down as follows:

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

A portion of the project will be funded by two Iowa Department of Transportation Grants totalling \$193,000. The remaining funding is from City of Storm Lake funds including Franchise Fees and Road Use Tax in the amount of \$396,332.

RECOMMENDATION: Set Public Hearing for June 2, 2014 at 5:00PM

Staff Summary

5/5/2014

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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Ordinance No. 09-O-2013-2014 Amending Chapter 4-3 Of City Code On Solicitors, Peddlers, & Transient Merchants - Third Reading**

BACKGROUND: Late in 2013 City staff brought to Council some concerns over the existing Chapter 4-3 regarding solicitors, peddlers, and transient merchants that staff had as well as some concerns from potential and existing licensee's. During two study sessions Council reviewed the existing ordinance and the proposed changes from staff and gave staff feedback on the changes.

Following those meetings staff met with the City Attorney to review the existing ordinance and the discussion and direction provided by City Council to draft a new ordinance which is attached to this staff summary for Council's review. The proposed ordinance includes the following changes:

- * Clarifies the definitions of Solicitors and Transient Merchants to include individuals selling goods and services

- * Clarifies the application procedure and more clearly defines what the application will require, including better tools for the City to conduct the background check and to license specific individuals who will be going door to door (previous version only considered the main individual - this will consider all individuals selling)

- * More clearly outlines the process used to review and issue a license

- * Provides for three types of licenses: 1 Day, 1 Week, 1 Month

- * Provides for a maximum number of licenses issued to no more than 183 days in total per calendar year

- * Clarifies bond requirements to ensure that the licensee has a bond that is in place for one year following the more recent issued license and provides for the acceptability of a two year bond if the licensee chooses

- * Outlines the process for suspension and revocation of the license including an option for a hearing and an appeal if desired

by the licensee

* Limits the hours of solicitation and selling as follows:

- > Door to Door sales limited between 9AM and 8PM CST Monday thru Saturday and from 1PM to 5PM on Sunday
- > Sales from a fixed location would be limited to the hours of 7AM to 10PM all week long

Attached to this Staff Summary is a draft of the new ordinance, and a copy of the new application form.

FISCAL IMPACT:

We don't foresee a major impact in the overall financial picture related to the Solicitor License process due to this ordinance. At a minimum it could result in a savings in time as staff will have a much better and much clearer concept of how to enforce the ordinance as this version provides greater detail and direction.

Staff believes that the addition of a monthly license option will result in a net zero effect on overall revenues.

RECOMMENDATION:

Adopt Ordinance No. 09-O-2013-2014 on
1st Reading on April 7, 2014 - **Approved**
2nd Reading on April 21, 2014 - **Approved**
3rd Reading on May 5, 2014

ATTACHMENTS:

Description	Type
 Ordinance No. 09-O-2013-2014	Ordinance

ORDINANCE NO. 09-O-2013-2014

ORDINANCE AMENDING CHAPTER 4-3 OF TITLE IV OF THE CITY CODE OF THE CITY OF STORM LAKE, IOWA, TITLED "SOLICITORS," TO PROVIDE FOR NEW DEFINITIONS, PROVIDE FOR LICENSES OF DIFFERENT DURATIONS, PROVIDE ADDITIONAL PROTECTIONS FOR THE PUBLIC, AND PROVIDE FOR NEW LICENSE SUSPENSION AND REVOCATION PROCEDURES

WHEREAS, because of problems with persons regulated by Chapter 4-3 of the City Code that have been experienced by some residents of the City of Storm Lake, the City Council of the City of Storm Lake, Iowa has determined that such Chapter should be broadly revised to provide for more protections for the public, to eliminate certain ambiguities in the Chapter, to provide for new procedures relating to the issuance, suspension, and revocation of licenses, and to establish licenses of varying durations.

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

SECTION 1: Chapter 4-3 of Title IV of the City Code of the City of Storm Lake, Iowa, is hereby amended by striking Sections 4-3-1 through 4-3-13 of such Chapter and substituting in lieu thereof the following new Sections 4-3-1 through 4-3-15:

Section 4-3-1 Purpose

The purpose of this Chapter is to protect the safety and privacy of residents of the city of Storm Lake, Iowa and to protect those residents against fraud, by licensing and regulating Fund Raisers, Solicitors, and Transient Merchants.

Section 4-3-2 Definitions

As used in this Chapter,

(a) "Fund Raiser" means a person who solicits funds for any organization or putative organization unless the organization, for more than one (1) year preceding the commencement of the fund-raising activity, has had an established office within the City of Storm Lake, Iowa, and who initiates or attempts to initiate personal contact with another person or persons, without invitation by such other person or persons:

1) at or near a residence or residences, including any private driveway and parking area for any such residence, or

2) upon a public right-of-way, a public sidewalk, or any other public property,

in an effort or apparent effort to solicit funds for an organization or putative organization.

(b) "Person" includes a natural person, a firm, a legal entity, and an organization of any

description, whether acting in person or through agents, employees, or other persons.

(c) "Solicitor" means any person who initiates or attempts to initiate personal contact with another person or persons, without invitation by such other person or persons:

1) at or near a residence or residences, including any private driveway and parking area for any such residence, or

2) upon a public right-of-way, a public sidewalk, or any other public property,

in an effort or apparent effort to solicit monies or orders for merchandise, goods, services, or subscriptions, to be delivered or fulfilled immediately or in the future.

(d) "Transient Merchant" means any person who engages in a temporary or itinerant business involving the sale or lease of goods, merchandise, subscriptions, or services, and in the course of such business hires, leases, or occupies any building, structure, motor vehicle or other vehicle, trailer, parking lot or lot whatsoever. A temporary association with a local merchant, dealer, trader or auctioneer, or conduct of such transient business in connection with, as a part of, or in the name of any local merchant, dealer, trader, or auctioneer shall not exempt any person from being considered a transient merchant. Any person selling or leasing goods, merchandise, subscriptions, or services that operates out of a motor vehicle or other vehicle, trailer, parking lot or vacant lot shall be considered to be acting as a Transient Merchant whether or not such person otherwise satisfies the definition of Transient Merchant as set forth above. Any person engaged in business at a location in the city of Storm Lake, Iowa for a period of less than sixty (60) days shall be presumed to be engaging in a temporary business, but the person may overcome such presumption by demonstrating by a preponderance of the evidence that the person intended to remain continually in business at such location for more than sixty (60) days.

Section 4-3-3 License Required

Any person acting in this City as a Fund Raiser, Solicitor, or Transient Merchant without first obtaining a license as herein provided shall be in violation of this Chapter. A license so issued shall not exempt any person from regulations, restrictions, prohibitions, requirements or provisions of other local ordinances, or of any applicable federal or state laws or administrative rules and regulations.

Section 4-3-4 Exemptions

The provisions of this Chapter shall not apply to persons delivering newspapers; authorized representatives of the YMCA, YWCA, local Boy Scouts, Girl Scouts, Campfire Girls, Future Farmers of America, 4-H Clubs and students of Storm Lake Community School District, St. Mary's Parochial School System, Iowa Central Community College, or Buena Vista University conducting projects sponsored by their organizations; Storm Lake volunteer firemen; Storm Lake policemen; farmers who offer for sale products of their own raising; persons customarily calling on businesses or

institutions for the purpose of selling products for resale or institutional use; authorized representatives of educational institutions, religious organizations, and charitable organizations that have been recognized by the Internal Revenue Service as exempt from taxation under Section 501 of the Internal Revenue Code who are soliciting money on behalf of the institution or organization they represent or distributing literature on behalf of such institution or organization; and persons who, before engaging in any activity otherwise covered by the provisions of this Chapter, are authorized by specific action of the City Council of the City of Storm Lake, Iowa to engage in such activity or exempted from the provisions of this Chapter by specific action of the City Council of the City of Storm Lake, Iowa.

Section 4-3-5 Application for License

A natural person who, on behalf of such person or on behalf of a firm, legal entity or organization, submits an application for the license required by Section 4-3-3 shall be eighteen years of age or older. A written application for the license required by Section 4-3-3 shall be filed in person with the City Clerk on a form approved by the City Clerk. The applicant shall provide the following:

- 1) the full name, permanent and local address, the business address, the business e-mail address, if any, the telephone number, and the federal identification number of the natural person, firm, legal entity or organization in whose name the activities to be covered by the license will be conducted and who will be the named licensee;

- 2) the first name, middle initial or name, and the last name of the person filing the application, such person's e-mail address, if any, and local phone number or cell phone number;

- 3) the name of the employer of the person submitting the application, if different from the proposed licensee, and the address, e-mail address, if any, and telephone number of such employer;

- 4) the length of time sought to be covered by the license;

- 5) the nature of the business of the proposed licensee;

- 6) the last three places of such business;

- 7) the first name, middle name or initial, and last name, and the date of birth of each natural person who may engage in any activity to be covered by the license on behalf of the proposed licensee, and for each such person, a government-issued photo identification card or, if none is available, an accurate physical description;

- 8) if the activity to be covered by the license involves sales or any activity for which a sales tax permit may be required, an Iowa sales tax permit number issued to the proposed licensee or a letter from the Iowa Department of Revenue addressed to the proposed licensee confirming a sales tax permit is not required for such activity;

- 9) whether the person submitting the application or any natural person who may engage in any activity to be covered by the license has been listed on any sex offender registry within the five year period ending on the date of the written application, the name of each such person, and the jurisdiction of the sex offender registry, if known; and

- 10) whether the proposed licensee or any natural person who may engage in any activity to be covered by the license has had a solicitor's license, a peddler's license, a

transient merchant license, a fund-raiser license, or any other license covering activities substantially similar to activities requiring a license under this Chapter suspended, revoked, or denied by this or any other city in the five year period ending on the date of the written application, the name and state of each city suspending, revoking or denying a license, and the reasons for the suspension, revocation, or denial of the license.

A fee, in an amount set by City Council Resolution, for each proposed licensee and each person who is identified in the license application as a person who may engage in any activity to be covered by the license shall be paid at the time of filing such application to cover the cost of investigating the facts stated therein.

Section 4-3-6 Issuance of License

(a) The City Clerk, upon review of the license application with the police department and any other appropriate department or agency, shall determine whether a license will be issued to the proposed licensee. A waiting period of not less than three (3) business days from the date on which the application is filed with the City Clerk shall be in effect to provide sufficient time for the City Clerk's fact gathering process to be completed. A license may issue if the City Clerk finds:

- 1) the information in the application is correct and accurate;
- 2) neither the person submitting the application nor any natural person who may engage in any activity to be covered by the license has been convicted of a felony, an offense involving sexual abuse or a crime requiring sex offender registration, or a misdemeanor involving theft, fraud, force, violence, deceit, soliciting or peddling;
- 3) neither the person submitting the application nor any natural person who may engage in any activity to be covered by the license has had a solicitor's license, a peddler's license, a transient merchant license, a fund-raiser license, or any other license covering activities substantially similar to activities requiring a license under this Chapter suspended, revoked, or denied by this or any other city in the five year period ending on the date of the written application; and
- 4) the proposed licensee has an Iowa sales tax permit, if required by law.

(b) If the City Clerk finds that the requirements for a license set out in (a) above have been satisfied, a license shall issue upon payment of the fees as required in Section 4-3-7 and the posting of the bond as required by Section 4-3-8. If the City Clerk finds that any of the requirements for a license set out in (a) above have not been satisfied, the City Clerk shall deny the issuance of a license to the proposed licensee.

Section 4-3-7 Fees and Length of License

Every proposed licensee shall pay a fee, in an amount set by Council Resolution, in addition to the investigating fee, before a license shall be issued. The license may be issued for a period of one day, seven consecutive days, or twenty-eight consecutive days. No licensee shall be permitted more than 183 one-day licenses in a calendar year, more than 26 seven-day licenses in a calendar year, or more than 6 twenty-eight day licenses in

a calendar year. In addition, no licensee shall be permitted licenses of any duration whose periods exceed 183 days in the aggregate each calendar year.

Section 4-3-8 Bond Required

Before a license under this Chapter shall be issued, each proposed licensee shall post with the City Clerk a bond issued by a surety company authorized to engage in the business of insuring the fidelity of others in Iowa, in the amount of one thousand dollars (\$1,000.00), to the effect that the licensee and the surety company shall consent to the forfeiture of the principal sum of the bond or such part thereof as may be necessary (1) to indemnify the City of Storm Lake for any penalties or costs occasioned by the enforcement of this Chapter, and (2) to make payment of any judgment rendered against the licensee as a result of a claim or litigation arising out of or in connection with any activities regulated or covered by this Chapter. Said bond shall not be retired until a lapse of one (1) year from the expiration of the license which it covers. Notwithstanding the foregoing requirement to post a bond, a licensee who has posted such a bond for a license previously issued under this Chapter that remains in effect at the time the new such license is to be issued shall not be required to post a new bond provided that the bond that remains in effect, by its original terms or any amendment or extension thereof, will not expire until a lapse of one (1) year from the expiration of the new license. Before issuance of the new license, the City Clerk shall require written evidence from the surety company that the bond previously issued will not expire until a lapse of at least one (1) year from the expiration of the new license.

Section 4-3-9 Display of License

At all times while engaging in any activity for which a license has been issued under this chapter, each person acting under authority of such license shall keep in the person's possession the license provided for in Section 4-3-6 of this Chapter, or a true copy thereof, and shall, upon request of prospective customers, exhibit the license as evidence that the person has complied with all requirements of this Chapter. Each transient merchant shall display publicly the license in the transient merchant's place of business.

Section 4-3-10 License Not Transferable

Licenses issued under the provisions of this Chapter are not transferable and are applicable only to the named licensee and the persons identified in the license application as persons who may engage in the activity to be covered by the license on behalf of the licensee.

Section 4-3-11 Suspension and Revocation of License

(a) Grounds; Notice:

1. The City Clerk may suspend any license issued under this Chapter, pending the outcome of an administrative hearing, for any of the following reasons:

A. The licensee, the person making the license application on behalf of the licensee, or any person conducting business on behalf of the licensee pursuant to the license has made fraudulent statements in the application for the license or in the conduct of the licensee's business.

B. The licensee or an agent of the licensee has violated a provision or provisions of this Chapter or another Chapter of the City's Code of Ordinances or has otherwise conducted the licensee's business or activities in an unlawful manner.

C. The licensee or an agent of the licensee has conducted the licensee's business or activities in such a manner as to endanger the public welfare, safety, order, or morals.

D. The City Clerk has received and investigated a founded complaint or complaints during the licensed period from residents of the City who were reasonably dissatisfied with the manner in which the licensee is conducting business.

2. The City Clerk shall have the licensee served with notice either in person or by regular mail to the licensee's local address of the license suspension, the specific reason or reasons for such action, and the date and time of hearing with the City Clerk to review the particulars of the suspension.

(b) Hearing: An informal hearing shall be conducted by the City Clerk not more than five business days after the City Clerk has suspended the license. The licensee and any complainants may be present at the hearing and offer relevant evidence. The City Clerk shall determine the accuracy of the facts supporting the grounds for the suspension. Should the licensee or the licensee's authorized representative fail to appear without good cause, the City Clerk may proceed with the hearing, find the facts and make a determination as to the accuracy of the facts supporting the grounds for the suspension.

(c) Revocation: After the City Clerk has reviewed the facts, the City Clerk shall revoke the license if the City Clerk finds by a preponderance of the evidence that the facts support one or more of the reasons given for the suspension of the license. The revocation shall be effective immediately.

(d) Appeal: If the City Clerk revokes or denies the issuance of a license, the licensee or proposed licensee shall have a right to a hearing before the City Council who may reverse, modify, or affirm the decision of the City Clerk. If the licensee or proposed licensee wishes to appeal, the licensee or proposed licensee shall mail or personally deliver to the City Clerk written notice of such appeal within twenty days of the revocation or denial.

(e) Effect of Revocation: Revocation of any license shall bar the licensee from being eligible for any license under this Chapter for a period of five years from the date of the revocation. There shall be no refund of any fees in the event of a revocation of license.

Section 4-3-12 Expiration of License

All licenses granted under this Chapter shall expire at 10:00 p.m. Central Time on the last

day for which the license is issued.

Section 4-3-13 Sale from Vacant Lots

No person, corporation or other entity shall offer for sale from any vacant lot within the City not owned by the seller, any merchandise of any type, specifically including motor vehicles and boats, at retail, wholesale or casual sales, unless the seller shall have a written lease with the owner of the property or, alternatively, a written letter of authorization from the owner permitting the seller to use the property for display of the seller's merchandise, and which lease or letter of authorization must be available for inspection upon the premises where the merchandise is being offered for sale at all times when the merchandise is displayed for sale. As used herein, a vacant lot shall mean a lot with no improvements or a lot with improvements which are not occupied by the owner, the owner's agent or the owner's tenant. A vacant lot shall specifically not include the parking lot of any business currently in operation or any apartment complex or residence which is currently occupied.

Section 4-3-14 Other Prohibited Acts

- (a) No person shall engage in any activity of a Fund Raiser or Solicitor with any person situated in a motor vehicle upon any public street, alley, driveway access, or public way.
- (b) No person shall act as a Fund Raiser or Solicitor except between the hours of 9:00 a.m. Central Time and 8:00 p.m. Central Time Monday through Saturday and between the hours of 1:00 p.m. Central Time and 5:00 p.m. Central Time Sunday.
- (c) No Transient Merchant shall conduct business at any time except between the hours of 7:00 a.m. and 10:00 p.m. each day.
- (d) No Fund Raiser, Solicitor or Transient Merchant shall conduct any activities requiring a license under this Chapter on any property which has a posted notice prohibiting peddling or soliciting.
- (e) No Fund Raiser, Solicitor or Transient Merchant shall harass, intimidate, coerce or threaten any individual, or fraudulently misrepresent facts to induce a sale, gift, or contribution.
- (f) No Solicitor or Transient Merchant shall falsely or fraudulently misrepresent the quality, character or quantity of any article, item or commodity offered for sale, or sell any unwholesome or tainted food or foodstuffs.
- (g) No Fund Raiser, Solicitor or Transient Merchant shall conduct its business or activities in such a manner as to endanger the public health, welfare, or safety of the public.

Section 4-3-15 Municipal Infraction

A violation of any of the provisions of this Chapter shall constitute a Municipal Infraction subject to the penalties and alternative relief authorized by Title 1, Chapter 20 of this Code and by Section 364.22 of the Code of Iowa.

SECTION 2. REPEALER: All ordinances or parts of ordinances of the City of Storm Lake, Iowa in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. SAVINGS CLAUSE: If any section, provision, sentence, clause, phrase, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase, or part thereof not adjudged invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED this 5th day of May, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

5/5/2014

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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 78-R-2013-2014 Updating Fee Resolution**

BACKGROUND: This resolution will update the City's Fee Resolution which incorporates all the current fees charged for various products and services within the various City departments.

This amendment to the City's Fee Resolution includes the following changes broken down into two major groupings:

Solicitor, Transient Merchant Fees

City Council is in the process of considering changes to the City's Solicitor and Transient Merchant Ordinance which will implement a new license for a period of one (1) month. The fees for the day and week license will NOT change. Thus the license fees are proposed as follows:

- 1-Day License - \$25.00
- 1-Week License - \$75.00
- 1-Month License - \$150.00
- Background Fee (Base) - \$25.00 per organization (No Change)
- Background Fee (Individual) - \$5.00 per individual Soliciting

Currently we charge \$2.00 per permit for each additional solicitor on the license. That fee will go away as it is replaced by the Individual Background Fee of \$5.00 per individual.

The application fee/background investigation fee was and will remain at \$25.00 per application.

Administrative Records Fee

We have had a few sparatic requests for copies in the past and now we are starting to see more and more. Iowa law allows a City to implement fees related to making copies and to pulling data for Freedom of Information Requests (FOIA Request) provided they are fair and equitable.

With more of these types of requests coming we have drafted an administrative policy for handling these requests and would recommend having the fees included in the City's Fee Resolution under Administration. The proposed fees are based off of our costs and are in a similar format to what other cities are doing in response to this as well. The policy is also developed based on recommendations and guidance from the Iowa Public Information Board.

The fees are proposed as follows for this policy:

Single Sided Copy 8.5 X 11 - \$0.30/page

Duplex copy 8.5 x 11 - \$0.40/page

Single Sided Legal - \$0.35/page

Duplex legal copy - \$0.45/page

Single Sided Ledger (11x17) - \$0.70/page

Single Sided Ledger with Color Print - \$0.90/page

Duplex Ledger (11x17) - \$0.80/page

Duplex Ledger with Color Print - \$1.00/page

Large Format Prints (one side only and in color) - \$8.00 per page

CD Cost - \$10.00 (for requests that ask for the files digitally on a CD)

Research Hourly Rate - \$25.00/hour/person

Mailing Costs - 3 pages - \$1.00

Mailing Costs - 50 pages - \$5.00

Mailing Costs - 100 pages - \$10.00

As noted in the Administrative Policy the first hour of research would be at no cost thus fees would be implemented beginning with the second hour. We would only bill for the hourly staff that would be doing the research. Research done by salaried staff would be at no cost.

FISCAL IMPACT:

In general these fees should generate revenues that will offset costs related to the issuance of permits, conducting background investigations, and making and fulfilling "Freedom of Information Act Requests".

RECOMMENDATION:

Adopt Resolution No. 78-R-2013-2014

ATTACHMENTS:

Description	Type
 Resolution No. 78-R-2013-2014	Resolution

RESOLUTION NO. 78-R-2013-2014

RESOLUTION SETTING FINES AND FEES

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA that the following schedule of fees are approved and effective as of the date of this resolution.

<u>Administration</u>	<u>Fee</u>	<u>Code Section</u>
Administrative Fee	\$30.00	
City Code Subscription (yearly)	\$50.00	
Garbage Truck Permits (per business)	\$100.00	3-1-5
Insufficient Check Fee	\$30.00	
New Friends List	\$10.00	
Peddlers Transient Merchant Permit (1 Day)	\$25.00	4-3-6
Investigation Fee	\$25.00	4-3-4
Peddlers Transient Merchant Permit (1 Week)	\$75.00	4-3-6
Investigation Fee	\$25.00	4-3-4
Transient Merchant Permit (28 days)	\$150.00	
Investigation Fee	\$25.00	
Solicitors Permit (per person)	\$2.00	4-3-6
Solicitors Permit (principal) (1 day)	\$25.00	4-3-6
Investigation Fee (per organization)	\$25.00	4-3-4
Investigation Fee (per Individual soliciting)	\$5.00	
Solicitors Permit (principal) (1 week)	\$75.00	4-3-6
Investigation Fee	\$25.00	4-3-4
Investigation Fee (per Individual soliciting)	\$5.00	
Solicitors Permit (principal) (28 days)	\$150.00	
Investigation fee (per organization)	\$25.00	
Investigation Fee (per Individual soliciting)	\$5.00	
Taxi Permit (Business)	\$100.00	4-5-3
Taxi Permit (per vehicle)	\$10.00	4-5-3
Cancel Permit Fee	\$25.00	
Freedom of Information Requests (FOIA Request)		
Single Sided Copy 8.5x11	\$.30/page	
Duplex copy 8.5x11	\$.40/page	
Single Sided Legal	\$.35/page	
Duplex Legal copy	\$.45/page	
Single Sided Ledger (11x17)	\$.70/page	
Single Sided Ledger with Color Print	\$.90/page	
Duplex Ledger (11x17)	\$.80/page	
Duplex Ledger with Color Print	\$1.00/page	
Large Format Prints (one side only and in color)	\$8.00/page	
CD Cost (for requests that ask for the files digitally on a CD)	\$10.00	
Research Hourly Rate – per hour/per person	\$25.00	
Mailing Costs – 3 pages	\$1.00	
Mailing Costs – 50 pages	\$5.00	
Mailing Costs – 100 pages	\$10.00	

Airport (monthly fees)

Hangar A	\$65.00
Hangar B	\$80.00
Hangar C	\$95.00
Hangar D	\$135.00

Hangar E	\$150.00	
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Building Official

Central Business District Bench & Flower Pot Permit	\$25.00	
Driveway Cut Inspection & Marking Only	\$30.00	
Driveway Cut < 18'	\$80.00	
Driveway Cut 24'	\$95.00	
Driveway Cut 34'	\$120.00	
ROW Temp Closure Permit	\$25.00	
Building Moving Permit (Per Bldg)	\$100.00	5-1-1
Demolition Permit	\$50.00	
Pool Inspection	\$20.00	8-8-11
Re-inspection Fee (after 1 per inspection)	\$35.00	
No Show Fee (per event)	\$50.00	
Rental Registration Fee – Yearly (July 1st – June 30th)		
Base Registration Fee (Structure and 1 unit)	\$15.00	5-8-9
Additional unit in excess of 1 (per unit)	\$7.00	5-8-9
Base Registration Fee (Structure and 1 unit) (proof of training)	\$10.00	5-8-9
Additional unit in excess of 1 (per unit) (proof of training)	\$5.00	5-8-9
Late Registration Fee	\$50.00	5-8-9
Property Maintenance Ordinance Appeal	\$150.00	Zoning Ord.
Variance Request	\$150.00	Zoning Ord.
Zoning Request	\$200.00	Zoning Ord.
Conditional Use	\$300.00	Zoning Ord.
Sidewalk Repair Permit Fee	\$0	

Building & Sign Permit Fees

Building & Sign Permit <\$1,200	\$22.02	5-2-2
Building & Sign Permit \$1,200-2,000		5-2-2
\$22.02 + \$2.88 for each additional \$100.00 over \$1,200		
Building & Sign Permit \$2,001-25,000		5-2-2
\$45.06+ \$9.16 for each additional \$1,000.00 over \$2,000		
Building & Sign Permit \$25,001-50,000		5-2-2
\$255.74 + \$6.22 for each additional \$1,000.00 over \$25,000		
Building & Sign Permit \$50,001-100,000		5-2-2
\$411.24+ \$4.15 for each additional \$1,000.00 over \$50,000		
Building & Sign Permit \$100,001 or more		5-2-2
\$618.74+ \$3.61 for each additional \$1,000.00 over \$100,000		
Temporary Sign Permit (14 days)	\$30.00	Zoning Ord.

Electrical Fees

For New Residences		5-4-9
Single Dwelling	\$38.00	
Duplex Dwelling	\$56.75	
Triplex Dwelling	\$75.50	
4-Plex Dwelling	\$113.00	
Multi Units Between 5 and 12	\$156.75	
Over 12 Units	\$156.75 plus	
	\$38.00each over 12	

For New Commercial or Industrial Buildings	
First \$5,000.00 at \$8.00 per/\$1,000.00 of cost	
Second \$5,000.00 at \$6.75 per /\$1,000.00 of cost	

Third \$5,000.00 at \$5.50 per/\$1,000.00 of cost
 Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost
 Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost
 All over \$25,000.00 at \$1.50 per/\$1,000.00 of cost

For Rewiring, Repairs or Alterations on Residence, Commercial and Industrial Buildings

\$100.00 to \$150.00 electric contract \$6.75
 \$151.00 to \$200.00 electric contract \$8.00
 \$201.00 to \$250.00 electric contract \$9.25
 \$251.00 to \$300.00 electric contract \$10.50
 \$301.00 to \$350.00 electric contract \$11.75
 \$351.00 to \$400.00 electric contract \$13.00
 \$401.00 to \$450.00 electric contract \$14.25
 \$451.00 to \$500.00 electric contract \$15.50
 \$501.00 to \$1,000.00 electric contract \$23.00
 \$1,001.00 to \$2,000.00 electric contract \$28.00
 All over \$2,001.00 \$28.00 plus \$1.50 per \$100.00

Plumbing Fees

For New Residences

5-3-10

Single Dwelling	\$38.00
Duplex Dwelling	\$56.75
Triplex Dwelling	\$75.50
4-Plex Dwelling	\$113.00
Multi Units Between 5 and 12	\$156.75
Over 12 Units	\$156.75 plus \$38.00 each over 12

For New Commercial or Industrial Buildings

First \$5,000.00 at \$8.00 per/\$1,000.00 of cost
 Second \$5,000.00 at \$6.75 per/\$1,000.00 of cost
 Third \$5,000.00 at \$5.50 per/\$1,000.00 of cost
 Fourth \$5,000.00 at \$4.25 per/\$1,000.00 of cost
 Fifth \$5,000.00 at \$3.00 per/\$1,000.00 of cost
 All over \$25,000.00 at \$1.75 per/\$1,000.00 of cost

For Repairs or Alterations on Residence, Commercial and Industrial Buildings

\$100.00 to \$150.00 plumbing contract \$6.75
 \$151.00 to \$200.00 plumbing contract \$8.00
 \$201.00 to \$250.00 plumbing contract \$9.25
 \$251.00 to \$300.00 plumbing contract \$10.50
 \$301.00 to \$350.00 plumbing contract \$11.75
 \$351.00 to \$400.00 plumbing contract \$13.00
 \$401.00 to \$450.00 plumbing contract \$14.25
 \$451.00 to \$500.00 plumbing contract \$15.50
 \$501.00 to \$1,000.00 plumbing contract \$23.00
 \$1,001.00 to \$2,000.00 plumbing contract \$28.00
 All over \$2,001.00 \$28.00 plus \$1.50 per \$100.00

Campground

Class A Site	\$25.00
(Lake View, Patio, Water, Sewer, Electric, Cable TV, Fire Pit)	
Class B Site	
(Patio, Water, Sewer, Electric, Cable TV, Fire Pit)	\$23.00
Class C Site	\$23.00
(Lake View, Patio, Water, Sewer, Electric, Fire Pit)	

Class D Site (Patio, Water, Sewer, Electric, Fire Pit)	\$21.00
Class E Site (Water, Sewer, Electric)	\$19.00
Class F Site (Electric)	\$16.00
Glass G Site (Tent)	\$11.00
Group Discount's For Groups of 20 or more sites – 10% (non-holidays) For groups of 40 or more sites – 15% (non-holidays)	
Long Term Stay Rate Limited to Long Term Stay slots which include Water, Sewer, Electric Minimum 30 day stay paid in advance – 10% off	
Bundle of Wood	\$5.00
Extra vehicle/trailer above 2 (per day)	\$2.00
Visitor vehicles (per day/per vehicles)	\$2.00
Non-Campers Dump Station (per event)	\$4.50
Non-Camper Shower (per shower)	\$4.00

Fire Department

False Alarm Fee (after 1)	\$150.00	4-7-16
Liquor License Inspection Fee	\$50.00	
Fireworks Display (Mortar sizes from 1-3 inches)	\$150.00	
Fireworks Display (Mortar size larger than 3 inches)	\$250.00	

Golf Course

Family Season Pass	\$450.00
Single Season Pass	\$350.00
College Season Pass	\$105.00
Junior Season Pass	\$105.00
Early Bird Specials (Valid from January 18th to Feb. 27, 2011)	
Family Season Pass	\$375.00
Single Season Pass	\$275.00
Electric Cart Storage	\$230.00
Gas Cart Storage	\$190.00
Locker Rent/yr	\$20.00
Golf Club Rental	\$10.00
Trail Fee (per day)	\$10.00
Pull Cart Rental	\$3.00
Trail Fee (year)	\$100.00
Punch Card \$11 per 9 holes (10 punches)	\$110.00
Punch Card Cart Rental \$8 per punch (10 punches) per 9 holes	\$80.00
Discount Tickets – per 9 holes (sold in advance with minimum quantity of 50)	\$10.00
Weekday 9 Holes	\$15.00
Weekday 18 Holes	\$19.00
Weekend 9 Holes	\$19.00
Weekend 18 Holes	\$25.00
Cart Rental 9 Holes	\$10.00
Cart Rental 18 Holes	\$20.00
Yearly Cart Rental	\$200.00
Hall Rental – Off Season Rate	\$250.00
Hall Rental – Peak Season Rate (Memorial Day to Labor Day)	\$300.00

Bar Set-Up Fee	\$50.00	
Hall Rental - Friday Setup Fee	\$100.00	
(valid only after 5:00pm Friday with following Sat. rental)		
Hall Rental (weekday 4hrs or less)	\$75.00	
Group Golf Rates	As Set by the Following Table	

# Rounds Per Event	9 Holes	18 Holes
0-25	Regular Rates	Regular Rates
26-50	\$12.00 / Round	\$15.00 / Round
51-99	\$9.00 / Round	\$10.00 / Round
100+	\$8.00 / Round	\$9.00 / Round

Police

Administrative Fee	\$30.00	
Alarm Business Permit Application	\$75.00	4-7-6
Alarm Business Permit Renewal	\$75.00	4-7-9
False Alarm Equip Malfunction (after 3)	\$75.00	4-7-16
False Alarm	\$75.00	4-7-16
Building Escorts (per car)	\$75.00	5-1-3
Cat License – Not Neutered/Spayed (per year)	\$20.00	8-4-2
Neutered/Spayed (per year)	\$10.00	
Dog License – Not Neutered/Spayed (per year)	\$20.00	8-3-2
Neutered/Spayed (per year)	\$10.00	
Fingerprinting	\$10.00	
Impound/Storage Fee (per day)	\$30.00	8-6-5
Impound Storage Fee – felony related (per day)	\$50.00	
Parking Fine	\$15.00	9-11-4
Police Escort Fee – per hour, per unit	\$75.00	5-1-3

King's Pointe Outdoor Aquatic Center

Family Season Pass	\$265.00	
(up to 5 people, includes indoor waterpark during the Outdoor Season)		
Each Additional Family Member	\$45.00	
Family Pass Special #1	\$215.00	
(Valid December 1st thru February 28th)		
Family Pass Special #2	\$240.00	
(Valid March 1 st thru April 30 th)		
Single Season Pass (children and adults)	\$125.00	
Adult Resident Daily Pass (Age 12+)	\$8.00	
Child Resident Daily Pass (Age 4-11)	\$6.00	
Children (Age 4-11) Standard Pricing	\$12.00	
Adults (Age 12+) Standard Pricing	\$15.00	
Discount Tickets	\$10.00	
3 and under	free	
Swim Lessons	\$30.00	

Roadway Maintenance

Concrete Breaking (per sq ft)	\$2.50	
Concrete Sawing (per ft)	\$3.75	
Street Cuts (per sq yard of concrete)	\$37.00	

Sewer

Sewer Svc Permit & Connection Fee	\$150.00	3-2-4
Private Wastewater System Permit	\$50.00	3-2-3

Shelter House

Rental Fee - Mon. – Thurs., per side	\$55.00
Rental Fee - Fri., Sat., & Sun., per side	\$80.00
Damage Deposit – per side	\$50.00

Water

Door Tag Fee	\$20.00	3-5-3
Meter Testing Fee (within 2%)	\$50.00	3-4-20
Shut Off – 8 AM to 3 PM	\$50.00	3-4-19 & 3-5-3
Shut Off – After 3 PM	\$75.00	3-4-19 & 3-5-3
Water Svc Permit & Connect Fee	\$150.00	3-4-5
Water Tapping Fee (per inch)	\$65.00	3-4-5
Outside City Limits Hook-up Fee	\$1,500.00	3-4-6
Combined Utility Deposit	\$160.00	

PASSED AND APPROVED this 5th day of May 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

5/5/2014

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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 85-R-2013-2014 Proposing & Consenting To Annexation Of City Owned Land & Setting Date For Consultation Meeting & Annexation Hearing**

BACKGROUND: During a review of the area around the Water Treatment Plant city staff noticed that certain parcels were not currently inside city limits which presented unique issues as we move forward with construction of facilities around the water plant.

Specifically there are three (3) parcels that are outside the City limits. Please see the attached map for location of the three parcels.

The proposed resolution will consent to a voluntary annexation of City owned land and set two dates for the proposed annexation, those dates are for the Consultation Session and the Public Hearing. Those dates are set as follows:

Consultation Session for 9AM on May 28, 2014 (Wednesday)
Public Hearing for 5PM on July 21, 2014

Both of these meetings are required by Iowa law. The City Attorney has helped to draft the proceedings and following approval of this resolution City staff will proceed with the required notifications.

FISCAL IMPACT: The typical cost of a voluntary annexation is around \$2,000 which includes the cost of the notices and legal time to prepare the necessary documents.

RECOMMENDATION: Adopt Resolution No. 85-R-2013-2014

ATTACHMENTS:

Description	Type
 Resolution	Resolution
 Exhibit 1 - Annexation	Map
 Exhibit 2 - Annexation	Map
 Exhibit 3 - Annexation	Map

RESOLUTION NO. _____

RESOLUTION PROPOSING ANNEXATION, CONSENTING TO THE PROPOSED
ANNEXATION, AND SCHEDULING A PUBLIC HEARING ON THE PROPOSED
VOLUNTARY ANNEXATION

WHEREAS, the City of Storm Lake, Iowa is the sole owner of the following described parcels of land, designated for purposes of the annexation proposed below as Parcels A, B, and C:

Parcel A, identified for assessment and taxation purposes as Parcel Number 1405200005, is 1.25 acres in area, including parts subject to easements and rights-of-way, and is legally described as:

A tract of land located in the Northeast Quarter of the Northeast Fractional Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Five (5), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M., Buena Vista County, Iowa, and being more particularly described as follows: Commencing at the Southeast Corner of the Northeast Quarter of the Northeast Fractional Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section Five (5); thence on an assumed bearing of North 00°00'00" East, along the East line of said Northeast Quarter of the Northeast Fractional Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$), 148.50 Feet; thence North 89°54'19" West, 360.20 Feet to the Point of Beginning. Thence North 00°00'00" East, 545.20 Feet; thence North 89°54'19" West, 100.00 Feet; thence South 00°00'00" East, 545.20 Feet; thence South 89°54'19" East, 100.00 Feet to the Point of Beginning.

This tract contains 1.25 acres and is subject to all easements of record.

Parcel B, identified for assessment and taxation purposes as Parcel Number 1405200006, is 1.79 acres in area, including parts subject to easements and rights-of-way, and is legally described as:

That One and seventy-nine one-hundredths (1.79) acres tract of land which is particularly described as bounded as follows: Beginning at a point which is 33 feet South and 33 feet West of the northeast corner of Gov. Lot One (1) of Section Five (5), Township Ninety North (T 90 N), Range Thirty-seven West (R 37 W) of the 5th P.M., thence West 103.2 feet, thence South 492.34 feet, thence West 100.0 feet, thence North

634.34 feet, thence East 203.2 feet, thence South 142.0 feet along a line parallel with and 33 feet west of the east line of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section Five (5) to the point of beginning.

Parcel C, identified for assessment and taxation purposes as Parcel Number 1405200007, is 1.00 acre in area, including parts subject to easements and rights-of-way, and is legally described as:

That One Acre tract in Gov. Lot One (1) of Section Five (5) of Township Ninety North (T90N), Range Thirty-Seven West (R37W) of the 5th P.M., more particularly described as bounded as follows:

Beginning at a point 33 ft. South of and 33 ft. West of the Northeast Corner of said Gov. Lot 1, thence South 351.85 ft., thence S 36° 18' W 174.32 ft., along the north right-of-way line of Primary Road No. 110, thence North 492.34 ft., thence East 103.20 ft. to the point of beginning.

Note: The east line of said Gov. Lot 1 is taken as bearing due north and south.

WHEREAS, Parcels A, B, and C, on which some of the City's Municipal Water Treatment Plant improvements are situated, are adjacent to, or almost adjacent to, the remainder of the City's Municipal Water Treatment Plant improvements that are already located within City limits;

WHEREAS, the address of the City of Storm Lake's Water Treatment Plant is 6011 Highway 110, Storm Lake, IA 50588, and Parcels A, B, and C have no separate address;

WHEREAS, the City of Storm Lake, Iowa desires and proposes that Parcels A, B, and C be annexed to the City of Storm Lake, Iowa;

WHEREAS, Parcels A, B, and C are located within Buena Vista County, Iowa and not within any incorporated city;

WHEREAS, the proposed annexation of such parcels is 100% voluntary and with the consent of the City of Storm Lake, Iowa;

WHEREAS, this Resolution shall be considered the City of Storm Lake's application for annexation of Parcels A, B, and C, pursuant to Chapter 368 of the Code of Iowa;

WHEREAS, the territory proposed to be annexed adjoins the western boundary of the City of Storm Lake, is outside the boundaries of any other city, and is not within two miles of the boundaries of any city other than the City of Storm Lake, Iowa;

WHEREAS, the right-of-way of Iowa Highway 110, a State of Iowa highway, adjoins the entire eastern boundary of Parcel C and part of the eastern boundary of Parcel B; and

WHEREAS, that part of the Highway 110 right-of-way that adjoins and lies between the eastern boundaries of Parcels B and C and the centerline of Highway 110 should be included with the real estate the City of Storm Lake proposes to annex in the territory to be annexed; and

WHEREAS, attached as Exhibit 1 is a map captioned, "Property Owned by City of Storm Lake" showing the real estate owned by the City of Storm Lake, Iowa that the City proposes to annex, in relation to the western City limits of the City of Storm Lake; attached as Exhibit 2 is a map captioned, "Annexation Areas" showing the territory proposed to be annexed, including Parcels A, B, and C, and that part of the right-of-way of Iowa Highway 110 proposed to be annexed, in relation to the western City limits of the City of Storm Lake and in relation to adjacent land owned by the State of Iowa and Ballou Holdings LLC; and attached as Exhibit 3 is a map captioned, "Map of General Location of Annexation Area in Reference to Current City Limits" showing the location of the proposed annexation area in relation to the entire existing City Limits of the City of Storm Lake, Iowa.

NOW, THEREFORE, be it resolved by the City Council of the City of Storm Lake, Iowa as follows:

1. City staff shall hold a consultation meeting with regard to this proposed annexation

with the Buena Vista County Board of Supervisors and the Hayes Township Trustees on May 28, 2014, at 9:00 a.m. at the Council Chambers in City Hall in Storm Lake, Iowa. City staff shall give notice to such Board and Trustees as required by law.

2. The City of Storm Lake shall consider the proposal to voluntarily annex the property described above. The meeting of the City Council at which the proposed annexation is to be considered shall be held in the Council Chambers at City Hall, Storm Lake, Iowa at 5:00 p.m. on the 21st day of July, 2014, at which time the City Council will hear both those who oppose and those who favor the proposal.

3. The City of Storm Lake, Iowa, as the owner of the land proposed to be annexed, consents to this proposed annexation.

4. The City Clerk shall publish Notice of Hearing on Voluntary Annexation not less than 14 days prior to the date of the hearing in the Storm Lake Times. The City Clerk shall mail a copy of the application for annexation by certified mail to the Buena Vista County, Iowa Board of Supervisors not less than 14 business days prior to the date of the hearing.

5. The City Clerk shall mail Notice to all owners of the adjoining land, to the Chairperson of the Buena Vista County, Iowa Board of Supervisors, to the affected utilities, and to any other parties entitled by law to receive mailed notice giving notice of said public hearing as required by Iowa Code Section 368.7, not less than 14 business days prior to the hearing. Such notices shall be sent by certified mail when required by the Iowa Code or Administrative Rules.

Moved by Council Member _____ to adopt and seconded
by Council Member _____.

Passed and approved this 5th day of May, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Property Owned By City of Storm Lake

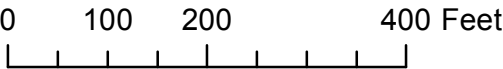


Exhibit 1



Legend

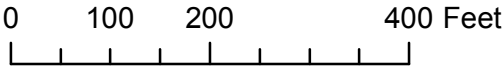
- Annexation Parcels
- Roads
- City Limits

Annexation Areas



Legend

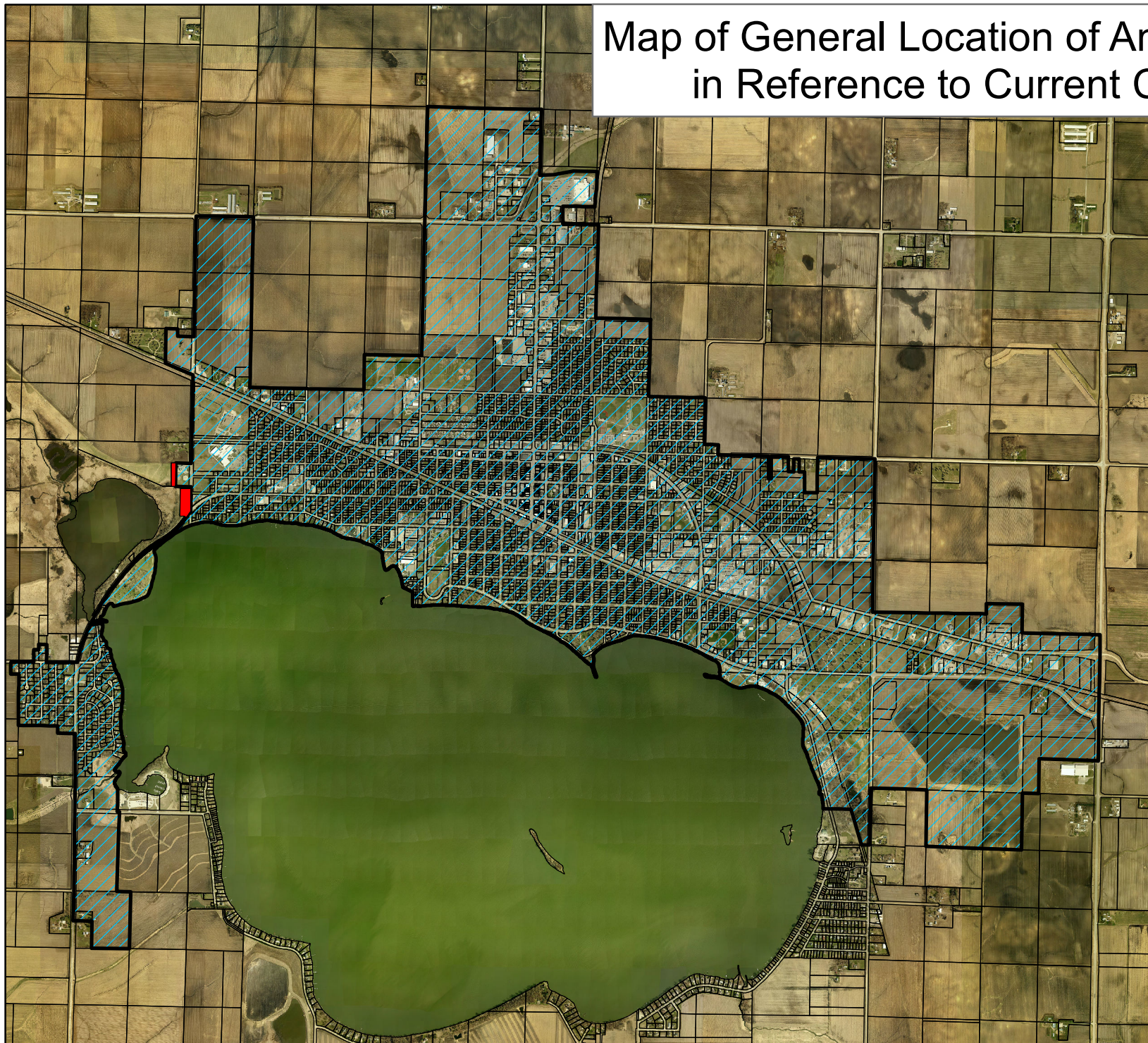
- Annexation Areas
- Roads
- City Limits



PARCEL	OWNER	VOLUNTARY	INVOLUNTARY	ADJACENT
A	City of Storm Lake	X		
B	City of Storm Lake	X		
C	City of Storm Lake	X		
D	State of Iowa			X
E	Ballou Holdings LLC			X

Exhibit 2

Map of General Location of Annexation Area in Reference to Current City Limits



Legend

-  Annexation Area
-  Storm Lake City Limits

0 0.25 0.5 1 Miles

Staff Summary

5/5/2014

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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 86-R-2013-2014 Authorizing Submission Of Grant Application & Certification Of Grant Requirements**

BACKGROUND: The Storm Lake Airport Commission and the City of Storm Lake have received bids for the rehabilitation of Runway 13/31 and the next step is to file the formal application with the Federal Aviation Administration (FAA) for their 90% matching funds for the project.

Attached to this staff summary is the resolution authorizing submittal of the grant application (which is also attached) and providing certification that the City as the Airport Sponsor will provide the required 10% local match.

Upon approval by the FAA the City can then enter into an agreement with the contractor for the work and determine a schedule in which the work can proceed.

FISCAL IMPACT: Total estimated cost of construction and the engineering fees for construction observation are estimated to be \$718,124.90. The City's portion of that will be 10% or \$71,812.49.

The grant request is for \$646,312.41 - 90% of the project costs.

Cost for the original engineering and design were shared with the FAA under a separate grant application.

RECOMMENDATION: Adopt Resolution No. 86-R-2013-2014

ATTACHMENTS:

Description	Type
☐ Grant Application	Backup Material
☐ Resolution No. 86-R-2013-2014	Resolution

APPLICATION FOR FEDERAL ASSISTANCE

**SUBMITTED BY THE
CITY OF STORM LAKE, IOWA**

FOR

**FEDERAL AVIATION ADMINISTRATION (FAA)
AIRPORT IMPROVEMENT PROGRAM**

AIP 3-19-0088-009

RUNWAY 13/31 REHABILITATION CONSTRUCTION



Application for Federal Assistance SF-424

* 1. Type of Submission ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		* 2. Type of Application ☒ New ☐ Continuation ☐ Revision		* If Revision, select appropriate letter(s): - Select One - * Other (Specify)	
* 3. Date Received:		4. Application Identifier:			
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 Middle Name:		First Name: Justin			
* 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:

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.

Does this assistance request require State,
local, regional, or other priority rating?☐ Yes ☒ No

Name of Governing Body

Priority

Item 2.

Does this assistance request require State, local
advisory, educational or health clearances?☐ Yes ☒ NoName of Agency or Board
(Attach Documentation)

Item 3.

Does this assistance request require clearinghouse
review in accordance with OMB Circular A-95?☐ Yes ☒ No

(Attach Comments)

Item 4.

Does this assistance request require State,
local, regional, or other planning approval?☐ Yes ☒ No

Name of Approving Agency

Date / /

Item 5.

Is the proposed project covered by an approved
comprehensive plan?☒ Yes ☐ NoCheck One: State ☐
Local ☒
Regional ☐

Location of plan CIP with City Clerk

Item 6.

Will the assistance requested serve a
Federal installation?☐ Yes ☒ NoName of Federal Installation
Federal Population benefiting from Project

Item 7.

Will the assistance requested be on Federal land
or installation?☐ Yes ☒ NoName of Federal Installation
Location of Federal Land
Percent of Project

Item 8.

Will the assistance requested have an impact
or effect on the environment?☐ Yes ☒ NoSee instructions for additional information to be
provided.

Item 9.

Will the assistance requested cause the displacement
of individuals, families, businesses, or farms?☐ Yes ☒ NoNumber of:
Individuals
Families
Businesses
Farms

Item 10.

Is there other related Federal assistance on this
project previous, pending, or anticipated?☐ Yes ☒ No

See instructions for additional information to be provided.

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 and 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**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)

 (Date)

RESOLUTION NO. 86-R-2013-2014

Resolution authorizing the submission of Application for Federal Assistance for the Airport Improvement Program and certification of requirements

Whereas, The City of Storm Lake wishes to submit an Application for Federal Assistance to the Federal Aviation Administration for improvements at the Storm Lake Municipal Airport as described:

- Runway 13/31 rehabilitation construction

Whereas, the Federal Aviation Administration requires a resolution confirming the application requirements, commitments and criteria have been completed; and

Whereas, the Application for Federal Assistance has been prepared describing the proposed improvements.

Now, therefore, be it resolved that the City of Storm Lake recommends the submittal of the attached Application for Federal Assistance for the Storm Lake Municipal Airport and certifies that the local match is available for the project if a grant is awarded.

PASSED AND APPROVED on May 5, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

5/5/2014

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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion Approving Engineering Agreement For Runway 13/31 Project - Construction Observation Services**

BACKGROUND: This agenda item will consider approval on an agreement with Bolton & Menk for engineering services related to the observation of the Runway 13/31 Rehabilitation Project. The Storm Lake Airport Commission and the City are ready to consider approval of the contract with the low bidder (Godbersen Smith) on the project following approval from the Federal Aviation Administration.

Once the project begins we will want to have careful monitoring of the work to ensure the quality of the project. Previously the Commission and the City solicited bids for and approved the hiring of Bolton and Menk for this project. The construction observation portion of the work was held for a separate contract due to the uncertainty of FAA funding for the project and timing and scope of the project. Now that the City has a low bid and is close to approving the contract we can move forward with the engineering services contract.

FISCAL IMPACT: Total cost of this contract is a NOT TO EXCEED cost of \$49,900.00. The contract has been reviewed and approved by the City Attorney and the FAA.

Costs for this contract as well as the construction will be funded in part by the FAA at 90% of the costs.

RECOMMENDATION: Approve Motion and Direct Mayor to Sign Contract

ATTACHMENTS:

Description	Type
 Construction Services Contract	Contract

**AGREEMENT FOR PROFESSIONAL SERVICES
AIRPORT CONSTRUCTION SERVICES
RUNWAY 13/31 REHABILITATION**

**STORM LAKE MUNICIPAL AIRPORT
CITY OF STORM LAKE, IOWA**

This Agreement, made this ____ day of May 2014, by and between the City of Storm Lake 620 Erie Street, Storm Lake IA 50588, hereinafter referred to as CLIENT, and BOLTON & MENK, INC., 2730 Ford Street, P.O. Box 688, Ames, IA 50010, hereinafter referred to as CONSULTANT.

WITNESS, whereas the CLIENT requires professional construction services for the Runway 13/31 Rehabilitation Project for the Storm Lake Municipal Airport and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT throughout the Consultant Selection period.

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 airport as described and detailed in future Work Orders.
- B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Work Orders or as described in Paragraph IV.B.

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 but shall not be limited to boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations in CLIENT's possession. 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 work as detailed in work orders.
- 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.

Justin Yarosevich City Clerk
City of Storm Lake: 620 Erie Street Storm Lake, Iowa 50588

- 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 or work order.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the projects.
- 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 justified 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
Senior Principal Engineer/Surveyor	\$135-190/Hour
Principal Engineer/Surveyor	\$100-150
Senior Transportation Planner	\$110-170
Project Manager (Inc. Landscape Architect)	\$100-145
Project/Design Engineer/Planner/Landscape Architect	\$60-135
Licensed Surveyor	\$70-135
Project Surveyor	\$60-100
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$70-120
Senior Technician (Inc. Survey ¹)	\$70-120
Technician (Inc. Survey ¹)	\$50-90
Administrative Support & Clerical	\$35-80
GPS/Robotic Survey Equipment	NO CHARGE
AutoCAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

2. Total cost for the services itemized under Section I.A (Basic Fee) shall be hourly, not to exceed \$49,900.00
 3. In addition to the foregoing, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for the following Direct Expenses when incurred in the performance of the work.
 - a. CLIENT approved outside (facilities not owned by CONSULTANT) computer services.
 - b. CLIENT approved outside professional and technical services.
 - c. Other costs for such additional items and services that the CLIENT may require the CONSULTANT to provide to fulfill the terms specified in project work orders or of this Agreement.
 5. Additional services as outlined in Section I.B and described in Exhibit I.B will vary depending upon project conditions and will be billed on an hourly basis at the rate described in Section III.A.2.
- B. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the rates specified in the Work Order.

SECTION 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 a work order 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 provide 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 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 act or omission by CLIENT'S employees, agents, or consultants.

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.

During the period of this agreement, 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. Unless distribution of electronic data to third parties is explicitly authorized or required by this AGREEMENT, the distribution of electronic data from CONSULTANT to the CLIENT shall be for the sole benefit of the CLIENT and any release of such electronic data to third parties by the CLIENT for reuse or adaptation without written approval of CONSULTANT shall be at CLIENT's sole risk without liability or legal exposure to the CONSULTANT.

H. REUSE OF DOCUMENTS

Drawings and Specifications and all other documents (including electronic versions of any documents) prepared or furnished by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect of the Project and CONSULTANT shall retain exclusive ownership and property interest therein whether or not the Project is completed. The CONSULTANT shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights including the copyright. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; 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. Any reuse by CLIENT or any other entity without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify, defend and hold harmless CONSULTANT from all claims, damages, losses and expenses arising out of or resulting there from. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and 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 and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will 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 thirty (30) days written notice, unless for cause in which event it may be terminated 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. Disputes not resolved by mediation shall be submitted to arbitration in accordance with provisions of the Construction Industry Arbitration Rules of the American Arbitration Association.

Q. SURVIVAL

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

R. SEVERABILITY

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

S. SECTION 508 OF THE REHABILITATION ACT

All electronic Information Technology (IT) procured, developed, maintained or used as part of this Contract shall comply with Section 508 standards.

T. FEDERAL CONTRACT PROVISIONS

The attached Federal Contract Provisions apply for Architectural/Engineering Professional Services funded under the Federal Airport Improvement Program (AIP). They are deemed part of this agreement and are incorporated herein.

SECTION V - SIGNATURES

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

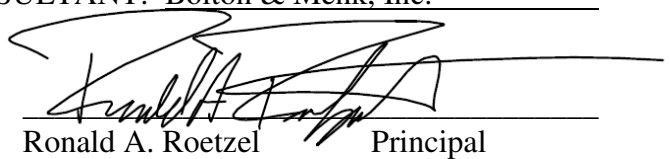
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Storm Lake, Iowa

CONSULTANT: Bolton & Menk, Inc.

Jon F. Kruse

Mayor



Ronald A. Roetzel Principal

**STORM LAKE MUNICIPAL AIRPORT
SCOPE OF CONSTRUCTION SERVICES
EXHIBIT I**

Section I – Pre-Construction

1.0 Pre-Construction Meeting

Consultant will arrange for and conduct the pre-construction meeting. The Project Manager and the Resident Engineer will establish this meeting to review Local, State, Federal Aviation Administration (FAA) and project specific requirements prior to commencing construction. The meeting will be conducted at the Airport and will include the Sponsor/Owner, Sub-consultants, FAA, Contractor, Subcontractors and utility companies. This task will include:

- Scheduling the meeting, sending invitations, providing meeting materials and pre-meeting exhibit and material preparation.
- Obtain and review the project construction schedules from the contractor or contractors prior to presentation at the preconstruction meeting. The Owner should be provided copies of all construction schedules.
- Prior to preconstruction meeting, furnish the name of the Project Engineer with qualifications for approval by the Owner.
- Preside at the preconstruction meeting, prepare a detailed record of the meeting and submit to the Owner and all participants.
- Provide Contractor with a list of required submittals to be provided by Contractor and discussed at the meeting.
- Provide Contractor with additional copies of Construction Documents and digital data (Project Drawings) as requested.

2.0 Initial Construction Layout and Construction Staking

The Consultant will perform initial survey work to establish construction limits, survey control, locations of barricades or construction signs. The construction control/verification survey subtask will include a survey crew to establish construction field control for the project.

This will include establishment of horizontal and vertical control and construction staking as per the Project Manual. Provide spot elevation checks for sub grade, base and PCC Pavement, inlets, manholes and storm pipe.

3.0 Prepare Construction Observation Program

The Resident Project Representative (RPR) will obtain the Contractor's Quality Control (QC) Program. After reviewing the QC Program, the Project Engineer will prepare the Construction Observation Program which requires data to be extracted from the QC Program and combined with Sponsor information and Engineer information for project responsibilities. The plan will outline materials testing requirements as set forth in the construction documents and contained in FAA Advisory Circular 150/5370-10F. The plan will summarize the types and frequency of testing required for quality acceptance in addition to the credentials of those performing the testing.

4.0 Prepare Contract Manuals

The Consultant is required to check that the construction contracts are in order, verify Contractor has met DBE goals, Contractor has provided proof of insurance, the bonds have been completed, and the Owner, Contractor and applicable Agencies has been provided with adequate copies of the executed Contract Manual to include the Agreement and all addenda.

The Plans will be updated to include all addenda items issued during bidding as necessary and adequate copies provided to the Contractor. Clerical will prepare the quantity sheets, field book, testing sheets, construction report format, etc. for use by the RPR.

5.0 Grant Administration Assistance

This task shall include assisting the Sponsor with necessary project tracking documentation in order to make periodic draws on the grant. This will include:

- Summary of costs included in grant draw request
- Assembling supporting documentation (i.e. invoices, estimates, etc)
- Assistance in Processing Grant Reimbursement Forms (i.e. Credit Application)

Section II – Construction Management

6.0 Construction Administration Services

The Consultant will provide Construction Administration Services the scope of which is based on the following:

- The Consultant and Client agree that construction engineering services furnished shall be to the extent necessary to determine compliance with plans and specifications, including necessary general supervision of Resident Project Representative Services authorized by the Client.
- The Consultant and Client agree that the Construction Engineering Services provided by the Consultant may actually be required to continue and exceed beyond the construction time element stated in the Client's agreement with the construction Contractor. When the extent of these construction services beyond the control of the Consultant occurs, the Client agrees that Consultant will be reimbursed for additional Construction Engineering Services in excess of the specified construction time period at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known.
- Nothing herein shall be construed as imposing upon the Consultant's responsibility for the construction means, methods, techniques, sequences, safety programs, and procedures used by contractors.
- The Consultant agrees that Resident Project Representative services furnished under this Contract shall be to observe the work and to determine compliance with the plans and specifications, including representing the Client in coordination of construction activities among contractors and between contractors and utilities, and to accommodate the reasonable requirements of the Client on and around areas of construction.
- When the Consultant is on the site, documentation will be maintained regarding construction progress and delays, quantities and percentages of work, tests

performed, observations made and work accepted, problems encountered and instructions given to contractors, field changes and adjustments approved, and other records required or otherwise necessary to maintain a record of the work.

The Consultant agrees to provide Construction Administration Services that include the following:

- 6.1 Check and monitor construction activities and certify that all project work completed under observation of the Resident Project Representative is in substantial compliance with the plans, specifications and contract documents including any modifications by Change Order or otherwise, that all required tests were performed, and that such work is recommended for acceptance.
- 6.2 Provide interpretation of plans and specifications as requested.
- 6.3 Supervise and coordinate Subconsultant contracts for field observation and testing.
- 6.4 Review shop drawings and certificates submitted by contractors for compliance with design concepts, as required by the applicable sections of the technical specifications.
- 6.5 Review all periodic and final pay requests and explanation of variation between Contract and final quantities prepared by Resident Project Representative. Coordinate Contractor approval and signature and submit to Client for approval.
- 6.6 Review weekly Construction Progress and Inspection Reports (FAA Form 5370-1) as prepared by Resident Project Representative and submit to Owner and applicable Agencies. [Only required for FAA funded project]
- 6.7 Prepare, review and process Field Orders, Change Orders to include a cost estimate, cost/price analysis, record of negotiations, review and evaluation of "Contractor's Request for Extension of Contract Time" and make recommendations regarding approval to the Client. Notify the Contractor that no work can start until approved by the Client.
- 6.8 Schedule final review of all contracts and send notifications. Attend final construction inspection meeting. Make recommendations for acceptance of work.
- 6.9 Coordinate on-site inspections of construction as requested. Make recommendations for acceptance or modification of work.
- 6.10 Monitor that all testing required by the specifications is performed. Review and approve all materials reports prepared by the Resident Project Representative and/or Sub-consultants.
- 6.11 Certify that all project work completed under observation of the Resident Project Representative is in Substantial compliance with the plans, specifications and contract documents including any modifications by Change Order or otherwise, that all required tests were performed, and that such work is recommended for acceptance.

- 6.12 Maintain record drawings from redline or working drawings prepared by Resident Project Representative as accumulated during the course of construction to show "Record Drawing" conditions.
- 6.13 Retain and review payroll reports of each contractor and subcontractor and monitor Contractor's compliance with paying employees as per established State Prevailing Wages and/or Federal Davis Bacon requirements.
- 6.14 Monitor Contractor's compliance with Disadvantaged Business Enterprise (DBE) program (i.e., determine that the firms on the job are as stated in the plan. Determine that the volume of work and equipment used complies with the plan). Report deviations to the Client.

Section III – Resident Project Representative (RPR)

8.0 Resident Project Representative (RPR)

The Client as part of this agreement authorizes Resident Engineering Services and the Consultant agrees to provide a Resident Project Representative, materials acceptance testing, and staking services in the execution of the Construction Engineering Services for the project work. The Client and Consultant agree that the Consultant may employ the Resident Project Representative on other work during periods of temporary job shutdown when such services are not required by this project. Normally, the Resident Project Representative will give intermittent part-time service on this project when construction is in progress to include temporary interruptions due to weather or mechanical failure.

Resident Project Representative Services shall be completed in accordance with and shall include, but are not limited to the following:

- 8.1 Coordinate with the Testing Sub-consultant to perform acceptance tests required to be provided by the Client in the construction Contract Documents.
- 8.2 Coordinate with Contractor regarding schedule, work progress, quality of work, and notify contractor of equipment and methods which do not comply with the Contract requirements. The Resident Project Representative shall notify the Client in the event that the Contractor elects to continue the use of questioned equipment and methods.

Conduct wage rate interviews and provide to Project Engineer.
- 8.3 Maintain daily records of the Contractor's progress and activities during the course of construction, to include progress of all work. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the Contractor, weather, equipment use, labor requirements, safety problems, and changes required.
- 8.4 Evaluate and discuss potential Field Orders and Change Orders with the Contractor as necessary.
- 8.5 Evaluate possible material substitutions as requested by the Contractor.

- 8.6 Prepare, process and distribute to Project Engineer weekly Construction Progress and Inspection Reports (FAA Form 5370-1).
- 8.7 Measure and compute as-built quantities of all materials incorporated in the work and items of work completed, and maintain an item record account.
- 8.8 Prepare periodic Pay Requests for review by the Project Engineer and Contractor.
- 8.9 Monitor the contractor's compliance with airport operations to include coordination with airport manager, hangar owners and airport users and with the Construction Safety Phasing Plan (CSPP).
- 8.10 Attend and participate in construction progress meetings.
- 8.11 Coordinate the necessary construction staking/layout schedule as needed by the Contractor.

Perform other services as reasonably required by the Client and as outlined in the Contract Documents.

Section IV – Post-Construction Services

9.0 Final Inspection and Documentation

- 9.1 Final Inspection: The Consultant will schedule and conduct a final inspection with the Sponsor, Contractor, State and FAA representatives to determine whether the project has reached substantial completion and the work is in accordance with the plans and specifications. The Consultant will document items found to be deficient.
- 9.2 Final Punch List: The Consultant will prepare a punch list correspondence including the deficient items and will forward this correspondence to the Contractor requiring correction of the items and request a schedule for completion. The Consultant will send a copy to the Sponsor and include a copy in the Grant Closeout Report.
- 9.3 Final Construction Certifications and Grant Closeout Preparation
Once all of the punch list items have been completed to the satisfaction of the Sponsor, State and FAA, the Consultant will prepare a Certification of Construction Acceptance for the project. This certification will also be included in the Grant Closeout Report. Assemble documentation for the project closeout report once the project is complete. This will include gathering all construction documentation, supplemental agreements (if applicable), weekly reports, pay requests, testing result summaries, final certification documentation, and change orders in preparation for closeout.

10.0 As-Built Plans, Equipment Manuals, Materials Book

- 10.1 As-Built Plans: The project team will collaboratively assemble a set of as-built plans for the project. The as-built plans will include field constructed conditions included as part of this Project including any field surveying required to compute final quantities and the drawings will become record information. The Consultant shall provide Owner with two (2) sets of reproducible "Record Drawings" in both digital and hardcopy format.
- 10.2 Equipment Manuals: The project team will collaboratively assemble a set of equipment manuals for the project. The equipment manuals for this project will be collected and

bound into one document for use by the Airport. Two copies of these documents will be distributed to Owner.

- 10.3 Materials Book: The project team will collaboratively assemble a materials book for the Project. The materials book will include an accounting for all quality acceptance testing performed as part of this project. This will include a summary of passing tests as well as failing tests and corrective measures taken to in order to achieve satisfactory results. Two copies of these documents will be distributed to Owner.

11.0 Prepare Construction Quality Assurance Management Report (QAMR)

The Project Engineer will prepare and submit a Construction Quality Assurance Management Report (QAMR). The report will summarize and document materials testing results as required per FAA Advisory Circular 150/5370-10F.

Staff Summary

5/5/2014

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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion Accepting Bids, Awarding Bid, & Approving Contract For Chautauqua Building Asbestos Removal**

BACKGROUND: On Tuesday, April 29th the City and Airport Commission accepted bids on the removal of asbestos from the old Chautauqua Building which is at the Airport and currently used as a storage facility. At the time of the bid letting the City had received two bids as follows:

ECCO Midwest, Inc.	\$7,200.00
Site Services Inc.	\$8,856.00

A third bid was received after the letting time which was mis-delivered by FedEx. This bid was not opened and returned to the bidder as such.

The Airport Commission has approved the project and the asbestos removal is the first step. Per the agreement and bid specifications they were provided with a start date of May 15th. They have to have the project completed by May 30, 2014.

The work is anticipated to last one week once it starts. The contractor has to provide IDNR with a two week notice prior to beginning work so providing them with the notice to proceed a week early (before the Airport Commission Meeting) will help to ensure the project is done ahead of the deadline.

FISCAL IMPACT: The Chautauqua Building Demolition project is estimated to cost about \$86,500 including the asbestos removal.

The City has applied to the State of Iowa to receive funding for the demolition in the amount of \$48,000. The remaining funds for the project will come from the Airport's Capital Improvement Project funds (Airport generated revenues over expenses).

RECOMMENDATION: Approve Motion

ATTACHMENTS:

Description	Type
 ECCO Contract	Contract

CONTRACT

Chautauqua Building – ACM Abatement
850 630th Street
Storm Lake, Iowa

THIS CONTRACT, made and entered into at _____ this 29th day of April, 2014, by and between the City of Storm Lake hereinafter called the "Jurisdiction", and ECCO Midwest, Inc., hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the ACM Abatement from the Chautauqua Building at the Storm Lake Airport as specified in the contract documents, which are officially on file with the Jurisdiction, in City Hall, City of Storm Lake, 620 Erie Street, Storm Lake, Iowa. This contract includes all such contract documents. All work under this contract shall be constructed in accordance with the standard specifications set forth in the Iowa Statewide Urban Design and Specifications (SUDAS) Manual (2014 Edition), and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items and Quantities which were proposed by the Contractor in its proposal submitted for the following described improvements:

PROJECT DESCRIPTION: Chautauqua Building – Storm Lake Airport – ACM Abatement

The work includes removal and disposal of asbestos containing materials located on the property. City of Storm Lake shall not accept a bid in connection with this project from a business entity that does not hold a permit from the Iowa Division of Labor at the time the bid is submitted, unless the business entity provides the Jurisdiction with written proof that ensures that the business entity has contracted to have the asbestos removal performed by a licensed asbestos contractor.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Seven thousand two hundred \$ 00/100 dollars (\$7,200.00), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work on or before May 30, 2014.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: City of Storm Lake

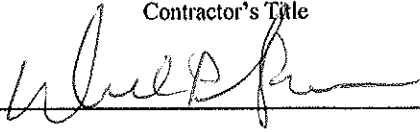
CONTRACTOR:

By _____
City Manager

_____ ECCO Midwest, Inc.

(Seal)
ATTEST:

By _____ Mr. David P. Sobaski, President
Contractor's Contact Name
Contractor's Title

_____ 

_____ 10255 Inver Grove Trail
Street Address

_____ Inver Grove Heights, Minnesota 55076-4928
City, State, Zip Code

_____ 651-788-9556
Telephone

Staff Summary

5/5/2014

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: James H. Patrick, City Manager

SUBJECT: **Motion Approving Conservation Design Forum (CDF) Contract**

BACKGROUND: The City of Storm Lake was designated as Iowa's Demonstration Community for water, wastewater, and storm water Best Management Practices. IEDA awarded the City \$75,000 in CDBG funding for the purpose of hiring a consultant to develop a template of water, wastewater, and storm water best management practices for the City of Storm Lake and for communities throughout the State.

IEDA and City of Storm Lake sent out Requests For Qualifications and received three responses. Of the three received, Community Design Engineer's proposal was the most complete and addresses all of the areas outlined in the RFQ.

The CDF contract has been reviewed by IEDA and the City Attorney and found to be acceptable.

Should Council approve this contract, City staff and CDF will plan a kick off event to start the process in mid May.

FISCAL IMPACT: Cost of the contract is \$75,000. The City has already accepted the funding from IEDA for \$75,000. There will be little to no cost to the City.

RECOMMENDATION: Approve Contract with CDF

ATTACHMENTS:

Description	Type
 CDF Contract	Contract
 appendix 2d - Labor Standards	Contract

April 4, 2014

Mr. Jim Patrick
City Manager
City of Storm Lake
600 Erie Street
Storm Lake, Iowa 50588

Re: Proposal for Professional Consultant Services
Best Practices Demonstration Community for Water and Wastewater

Dear Mr. Patrick:

On behalf of Conservation Design Forum Inc. (CDF), and our Project Team, I am pleased to present you with a proposal for professional services for the City of Storm Lake Best Practices Demonstration for Water and Wastewater project. We understand that the purpose of this project is to integrate multiple green infrastructure needs to meet multiple stormwater and wastewater objectives. Our Project Team including Bolton & Menk, and John Todd Ecological Design will work closely with the City of Storm Lake, the Iowa Economic Development Authority, and other project stakeholders to identify and develop cost efficient, integrated solutions to address the City's needs.

The attached scope of work outlines a project approach that begins with data collection and determination of Storm Lake's performance (or level of protection) goals. Using the collected data and building on work already conducted by Bolton & Menk, the Project Team will identify alternative strategic approaches to addressing the flooding, drainage, water quality, and wastewater problems in a manner that integrates with the City's other infrastructure needs and goals.

Thank you for the opportunity to offer our services on this project. We would be pleased to answer questions you may have.

Sincerely,

Conservation Design Forum

A handwritten signature in black ink, appearing to read "Thomas H. Price". The signature is fluid and cursive, with the first name "Thomas" written in a large, sweeping script, followed by "H." and "Price".

Thomas H. Price, P.E.
Principal, Director of Water Resources Engineering
630-559-2004
TPrice@cdfinc.com

SCOPE OF SERVICES

Understanding and Approach

Based upon our current understanding of the Request for Qualifications – Consultant Services, we recommend the following proposed work program including the recommended tasks and associated time frames necessary to complete this effort.

PHASE ONE

Task 1: Project Definition and Preliminary Feasibility Analysis - 4 weeks

Project Definition & Data Collection Meeting

Upon selection, our Project Management team, composed of staff members from Bolton & Menk and CDF will meet with City of Storm Lake and IEDA staff members or other community stakeholders in a Project Definition Meeting. A representative from Bolton & Menk will participate in the meeting in person while representatives from Conservation Design Forum will be available by teleconference. The focus of this meeting will be to come to an overall consensus on project goals and objectives and guiding principles, to facilitate the refinement of the scope of services and associated project fees as necessary, to review the anticipated deliverables and project schedule, and to identify and discuss potential funding sources that could help support the design and implementation of the proposed green infrastructure solutions leading to project implementation. The meeting will also serve as an opportunity to identify and collect all available data and documentation that will be critical for the initial analysis and assessment phase.

Site Analysis

Project Team members will review the City's topographical survey, aerial photography, trees/vegetation, and any other background information available. We will be particularly interested in the current configuration, capacities, and condition of the storm and sanitary sewer systems, the character of existing streets and parkways, and the composition and layout of the existing municipal waste water treatment facility. The site's hydrology and contributing watershed will be carefully evaluated, along with soil types and characteristics, to determine opportunities and limitations from a vegetation/storm water management standpoint. The Project Team will review all existing studies and reports including the stormwater and watershed analysis and modeling efforts conducted to date by Bolton & Menk, and other water and wastewater data that is available for review.

Programming Meeting/Workshop

Following the project definition meeting and the data and document analysis work, members of the Project Team will visit the community to develop a better understanding of unique site features, review all existing water and waste water systems and facilities, existing streetscape and parkway environments throughout the community, natural features and processes, the Lake environment, and the surrounding watershed and land use context that may inform and shape the integrated design process and development of an appropriate green infrastructure improvement concept plan.

During this visit, the Project Team will conduct a follow-up meeting or workshop to review and discuss the findings, and to begin to program the various potential design elements. This meeting would be structured as a working session, and we recommend that in addition to City and IEDA staff, that business owners, residents, and other community stakeholders be invited to attend. This will allow for the Project Team to gain a comprehensive understanding of the issues in an efficient manner.

Work products include the following:

- Project Definition & Data Collection Meeting [1 MEETING]
- Review of current conditions, plan objectives, programs, and other information from the meetings
- Project Team Site Visit and Initial Programming/ Community Visioning Workshop [1 WORKSHOP]

Task Two A: Supplemental Stormwater and Water Quality Assessment Modeling - 8 weeks

Finalize Hydraulic Modeling

Bolton & Menk have completed hydraulic modeling for approximately one half of the City, with sub-watersheds delineated to the mainline storm sewer scale. They have also included all major surface storage areas, detention ponds, major drainage swales, etc. in the analysis. The Project Team anticipates that we will model the remainder of the city to the intersection (i.e. four block) scale, neighborhood scale, or significant drainage breaks. This would include all major changes in pipe size, surface storage, or other significant hydraulic element. This way the Project Team will have at least an accounting of the City's entire contributing runoff volume, and can further refine watershed delineations based on targeted project locations.

Below are bulleted tasks that will be required.

- Determine project scale and delineate sub-watersheds.
- Develop hydraulic modeling for existing conditions and calibrate to known elevations (where available).

Develop Pollutant Loading

Since water quality modeling is really only as accurate as the available data, even a robust water quality model (such as HSPF or ArcSWAT) is really just a series of assumptions unless verified by collected field data. If available, we will review the data Storm Lake used in their 2012 Watershed Study to determine total loadings and break down the City's contribution. Otherwise, the Project Team will have to assume that EMCs (Event Mean Concentrations) will provide our basis for modeling. Other, more spatial, techniques can be used, if available) to get a better handle on the largest contributors to watershed loading. The bullets below assume a spatial/GIS/mapping component.

- Use available spatial data to predict the highest pollutant loading rates within City limits.
- City facilities including compost sites, stock piles, salt/sand storage, fueling, etc.
- Significant contributors from industrial sources
- Highest tree canopy within street ROW tends to produce the highest TP loading
- Golf courses, manicured parks and cemeteries, and other areas with high frequency of mowing, irrigation, or fertilization.
- High impervious residential and commercial areas
- Other contribution areas as identified
- Assign loading rates to specific and unique watershed units
- Further refine pollutant loading and water quality modeling (could use P8, WinSLAMM, SWAT) in targeted areas

Work products include the following:

- Complete Hydraulic Modeling as described
- Develop and Conduct Pollutant Loading Modeling

Task Two B: Conceptual Green Infrastructure Planning & Design- concurrent with Task Two A

Using site program information and preliminary modeling data, and with other information gathered in the analysis phase, the Project Team will work to develop a suite of preliminary green water and wastewater

concepts. The conceptual green infrastructure plan alternatives will be prepared efficiently and in a loose format and will illustrate potential design options based on community expectations and cost efficiencies. The concept plan(s) will explore various integrated pavement, parkway, storm water, wastewater, and ecological design approaches that are consistent with the objectives of the project.

- Identify recommended stormwater and wastewater green infrastructure applications for target areas throughout the community including the potential conversion of the community wastewater treatment facility
- Refine water quality modeling for targeted areas

The conceptual plan will illustrate alternative green infrastructure components, and the project team will develop an initial infrastructure development budget for the various concepts, including long-term maintenance and stewardship implications.

Design Workshop #1

The Project Team will lead a design workshop meeting with the City of Storm Lake and IEDA staff, elected officials, community stakeholders, and residents to present the concepts and to revisit the overall project vision, objectives, and first principles to guide the refinement of the green infrastructure concepts leading towards a common community-wide vision. The Project Team will present a summary of findings pertaining to the site analysis, and additional modeling output, and share the range of potential infrastructure concepts that have been explored to date. The Project Team will record the input received during the workshop process and share it with staff members and stakeholders going forward into the Draft Plan Phase.

Stakeholder Meetings

During the Draft Green Infrastructure Planning Phase, the Project Team will meet with key stakeholders to gain insight about potential development options. Up to three meetings are included; additional meetings can be held at the hourly rates listed.

Work products include the following:

- Prepare Conceptual Green Infrastructure Plan Alternatives
- Conduct Community Design Workshop to Present and Discuss Alternatives [1 WORKSHOP]
- Conduct Stakeholder Meetings [3 MEETINGS]

Task 3 – Draft and Final Green Infrastructure Plan for Water and Wastewater

Based upon the data collected including the additional modeling exercise, and the input received during the visioning workshops and the stakeholder meetings, the Project Team will prepare a draft Green Infrastructure Plan for Water and Wastewater, including supporting plans and details for the full range of green infrastructure elements that will be proposed for inclusion at a community-wide scale. These documents will generally describe the size, character and layout of the proposed green infrastructure improvements for both water and wastewater applications including any potential strategies for retrofitting the existing wastewater treatment facility with bundled green infrastructure applications described previously including wetland wastewater treatment systems and potential waste to energy opportunities. The storm water and water quality assessment modeling from Task 2 will be updated to incorporate the proposed strategies and predict their effects. The Project Team will develop a preliminary budget estimate, including a range of potential costs for various elements. The Project Team will work with City and IEDA staff to begin to identify potential sources of additional funding through grants and other programs that

might be available. The Project Team will package the plans, cost information, potential phasing, and other information in a brief summary report.

Design Workshop #2

The Project Team will share the draft plan in a second workshop meeting with the all project stakeholders to review and develop the concepts consistent with the project vision, objectives, and Guiding Principles.

Final Community-Wide Green Infrastructure Plan and Design and Implementation Guidelines Document

Based on consensus developed in the meetings and workshops, the Project Team will finalize the Community-wide Green Infrastructure Plan Document. We recommend that the final green infrastructure plan document include a set of green infrastructure design and implementation guidelines that will provide oversight on how to implement the various green infrastructure applications in both public and private sector properties throughout the community.

Work products include the following:

- Prepare Draft Green Infrastructure Plan for Water and Wastewater
- Updated stormwater and water quality assessment modeling
- Preliminary Cost Data
- Prepare a summary of potential funding support sources for detailed design and project implementation
- Conduct 2nd Community Workshop [1 WORKSHOP]
- Prepare Final Green Infrastructure Plan for Water and Wastewater

Task 4 – Expenses

Costs for all normal, foreseeable project expenses including travel, shipping, courier services, printing, plotting, reproductions, aerial photographs, maps, and supplies are included in the lump sum costs and will be invoiced monthly.

9. Hourly Rates and Fees

The Project Team will complete the Scope of Basic Services as described above on a lump sum basis. The following breakdown represents our anticipated fees per task:

FEE

Task	Fee (\$)	
Task 1	Project Definition Meeting and Preliminary Feasibility Analysis	\$ 8,000
Task 2 A	Supplemental Stormwater and Water Quality Assessment Modeling	\$15,000
Task 2 B	Conceptual Green Infrastructure Planning & Design	\$25,000
Task 3	Draft and Final Green Infrastructure Plan for Water and Wastewater	\$22,000
Task 4	Expenses	\$ 5,000
Total Fee		\$75,000

The Client shall provide the site base information, including boundary surveys, topographic surveys, and any other site-specific information that may exist, unless it is agreed that these resources are to be contracted to CDF. See Appendix B for survey requirements. The Client shall be responsible for any additional surveys, testing, studies, or other project information should it become necessary. Additional fees may be

incurred for converting CAD files to a useable format if they are not provided in AutoCAD Release 2014 or earlier.

The following hourly labor rates are the basis of professional fees and will be charged for all work authorized by the client and not included in the Basic Scope of Services. These rates are subject to semi-annual review and revision.

HOURLY RATES

Conservation Design Forum:

Director	\$175.00 /hour
Principal	\$135.00 /hour
Senior Associate	\$115.00 /hour
Associate	\$105.00 /hour
Project Manager (Engineering)	\$115.00 /hour
Project Manager Landscape Architecture, (Planning & Ecological Restoration)	\$90.00 /hour
Professional Staff	\$80.00 /hour
Technical/Administrative Staff	\$50.00 /hour

Bolton & Menk:

Sr Principal Engineer/Surveyor	\$140-198 /hour
Sr Project Manager - Principal Engineer/Surveyor	\$118-116 /hour
Sr Transportation/Aviation Planner	\$120-170 /hour
Project Manager (Inc. Landscape Architect)	\$100-150 /hour
Project/Design Engineer/Landscape Architect	\$64-144 /hour
Licensed Surveyor	\$76-140 /hour
Project Surveyor	\$60-110 /hour
Specialist (Nat. Resources; GIS; Graphics)	\$70-130 /hour
Senior Technician (Inc. Survey)	\$70-145 /hour
Technician (Inc. Survey)	\$54-98 /hour
Administrative Support & Clerical	\$35-84 /hour

John Todd Ecological Design:

Dr. John H. Todd, Founder & Chief Scientist	\$350.00 /hour
Jonathan Todd, President	\$220.00 /hour
Senior Engineer	\$180.00 /hour
Senior Ecologist	\$180.00 /hour
Landscape Architect/Planner	\$120.00 /hour
Project Manager(s)	\$100.00 /hour
Technical Writer	\$100.00 /hour
CADD / GIS Draftsperson	\$85.00 /hour
Project Coordinator	\$65.00 /hour
Technical Assistant	\$65.00 /hour
Administrative	\$55.00 /hour
Construction Oversight*	\$80.00 – 120.00 /hour

SITE VISIT / CHARRETTE PARTICIPATION / SPEAKING ENGAGEMENTS

Dr. John H. Todd	\$5,000.00 Per Day + \$2,000.00 Per Travel Day
Jonathan Todd	\$1,800.00 Per Day + \$1,000.00 Per Travel Day
Project Engineer/Project Manager	\$1,000.00 Per Day + \$ 500.00 Per Travel Day

10. Timeline for Completion

Task Completion

Task 1 – Project Definition and Preliminary Feasibility Analysis	May 2014
Task 2 A – Supplemental Stormwater and Water Quality Assessment Modeling	July 2014
Task 2 B – Conceptual Green Infrastructure Planning & Design	July 2014
Task 3 – Final Green Infrastructure Plan and Design Guidelines Document	Sept. 2014

Services described above shall be provided in accordance with the terms and conditions in Appendix A attached hereto and which is incorporated and made part of this Agreement by reference.

Sincerely,
Tom Price

A handwritten signature in black ink that reads "Tom H. Price". The signature is fluid and cursive, with the first name "Tom" being more prominent and the last name "Price" written in a similar style.

Principal, Director of Water Resources Engineering
630-559-2004
TPrice@cdfinc.com

Authorized By: _____

Printed Name: _____

Title: _____

Date: _____

APPENDIX A

Part 1 – General Conditions

General Terms

Fee for Tasks 1-3 and expenses described above are \$75,000 lump sum. Fees will be invoiced monthly as work progresses based upon the percentage complete of the task.

Fee proposals for Additional Services will be prepared upon request. Work for additional services will only proceed with prior authorization.

A signed copy of this proposal will serve as a contract and supersedes any previous authorization to proceed.

This contract may be canceled by either party for any reason upon seven (7) days' notice. Notice of cancellation must be in writing. Work completed up to that date will be invoiced in full.

Additional work requested by the Client will be performed and invoiced at the hourly rates provided. Additional work includes participation and/or participation in any meetings or public presentations other than those specifically described above.

Payment is due thirty (30) days from the date of invoice. Balances remaining unpaid after thirty (30) days are subject to a monthly finance charge of one (1) percent (twelve (12) percent annually) until paid in full.

If issues beyond the control of CDF delay work for more than ninety (90) days, the terms and fees of this contract are subject to revision.

All documents, drawings, plans and reports (collectively "Plans") prepared by CDF pursuant to the attached Scope of Services shall be the property of CDF.

CDF shall be given proper credit and acknowledgement for all services including but not limited to: planning, design, and implementation. Proper credit shall be defined as being named by Client or their Agent in such circumstances as project identification boards, published articles, or promotional brochures.

CDF agrees to indemnify and hold harmless the Client and all of its partners, principals, officers, directors, employees, and agents against any and all claims, losses, penalties, fines, forfeitures, reasonable attorneys' fees, judgments, amounts paid in settlement, and related litigation costs, and other fees and expenses which result from CDF, its partners', principals', officers', directors', employees', agents', or permitted assigns' negligence or intentional, willfully wrongful, wanton, or reckless acts in connection with CDF's performance under this Agreement.

The Client agrees to indemnify and hold harmless CDF and all of its partners, principals, officers, directors, employees and agents against any and all claims, losses, penalties, fines, forfeitures, reasonable attorneys' fees, judgments, amounts paid in settlement, and related litigation costs, and other fees and expenses which result from the Client's, its partners', principals', officers', directors', employees', agents', or permitted assigns'

negligence or intentional, willfully wrongful, wanton, or reckless acts in connection with Client's performance under this Agreement.

Baseline Data

The Client shall provide site base information, necessary property boundaries, site photographs, aerials, and any other site-specific information that may exist, as required for performance of the work unless it is agreed that these resources are to be contracted to CDF. CDF assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. The Client shall be responsible for any additional surveys, testing, studies, or other project information should it become necessary. Additional fees may be incurred for converting CAD files to a useable format if they are not provided in AutoCAD 2014 or earlier. Topographic surveys shall be provided in AutoCAD 2014 format. All contour data shall have appropriately assigned elevations (this does not include labels) and shall be either contour objects (AEC objects) or 2D polylines. Additional fees may be incurred to convert files that do not meet the standard described above. Required Baseline Information includes, but is not limited to:

- Existing reports or other documents prepared for investigative assessment and/or regulatory purposes such as Geotechnical Report and Phase I Investigation Report.
- Professional site survey per the requirements of CDF.
- Professional geotechnical reports and borings per the requirements of CDF.
- Professional testing of existing site conditions or during the construction phases as required by CDF.

ADDITIONAL REQUIRED CONTRACT LANGUAGE

All project contracts shall contain at a minimum the following provisions, as appropriate.

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the

basis of race, color, or national origin.

- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications
- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).
Provides to the greatest extent feasible, that training and employment opportunities be made available to lower-income residents of project areas and that contracts be awarded to small businesses located within the project area or owned in substantial part by project area residents.
- Federal Executive Order 11246, as amended by Executive Order 11375.
Provides that no one be discriminated in employment.
- Federal Executive Order 11063, as amended by Executive Order 12259.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule.

6. Standards and Policies Relating to Energy Efficiency

Pub. L. 94-163, 89 Stat. 871

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

ALL CONTRACTS IN EXCESS OF \$10,000

In addition to the preceding provisions, all contracts in excess of \$10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF \$100,000

In addition to the preceding provisions, contracts in excess of \$100,000 shall require compliance with the following laws and regulations:

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738.
- EPA Regulations - 40 CFR, Part 15.

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

HOUSING AND URBAN DEVELOPMENT ACT OF 1968

SAMPLE SECTION 3 CLAUSE

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this Section 3 clause in every subcontract; for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the Subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Section 3. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Section 3 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through Federal assistance is provided, and to such sanctions as are specified by 24 CFR Section 135.135.

Part 2 – Exclusions to Scope of Service

Should the Project Team be required to provide services in obtaining or coordinating compilation of the information in the following list, such services shall be charged as Additional Services. Labor and reimbursable expenses for these additional services, shall be compensated in accordance with CDF's Standard Fee and Reimbursement Schedule for the actual hours worked and costs incurred by CDF. Extra Services may include, but are not limited to, the following:

- Legal descriptions of property.
- Soils testing and/or engineering and utility base information.
- Evaluation of existing site engineering and utilities, except as related to site civil engineering work.

- Overhead aerial photographs at controlled scale.
- Engineering other than that provided with the Scope of Services.
- Floodplain analysis, determination, delineation, or permitting.
- Wetland analysis, determination, delineation, or permitting.
- Wastewater or stormwater lift stations or wastewater utility re-routing.
- Reuse water filtration, disinfection, and pressurization systems.
- Off-site utility design and permitting including roadways, water and sewer mains, stormwater transmission or detention facilities beyond 100 feet beyond the project boundaries.
- Providing services to investigate the work of independent consultants or construction manager retained by the Client.
- Revising drawings, specifications, or other documents when the revisions are inconsistent with written approvals or instructions previously given; required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents; and/or due to other causes not solely within CDF's control.
- Preparing drawings, specifications, supporting data, and providing other services in connection with change orders or value engineering as required due to causes not solely within CDF's control or as a result of changes to a previously approved budget or design direction.
- Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the work of the Contractor.
- Providing professional services for the field selection of plant material or other materials at their source.
- Preparing presentation drawings, perspectives, renderings, and/or models prepared upon the Client's request and not otherwise provided herein.
- Testing, evaluation, design, or permitting for on-site septic or potable water well systems.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(b)If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives,

and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c)In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d)The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv)If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor

the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD

or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of

probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under

the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any

trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of... influencing in any way the action of such Administration... makes, utters or publishes any statement

knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees.

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages.

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

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

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Staff Summary

5/5/2014

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: James H. Patrick, City Manager

SUBJECT: **Motion Approving CommUnity Ed Relocation**

BACKGROUND: The City of Storm Lake and Storm Lake Community School District have a Joint 28E Agreement for the formation and funding of Community Ed.

CommUnity Ed has had their offices in the basement of the School District Administrative building. Due to handicap accessibility issues as well as visibility to the community, the School District has proposed moving CommUnity Ed to three portables located next to East School. The cost in renovating the portables and purchasing a digital signboard will be approximately \$45,000 to \$50,000. The City of Storm Lake's share would be half or up to \$25,000. The School District is trying to seek sponsorship for the sign to reduce the cost.

City Council needs to approve this expenditure as the City's part of funding operations.

FISCAL IMPACT: The City's contribution will be up to \$25,000. This is an unbudgeted commitment that will be taken from the General Fund Reserves. This will be addressed in the Budget Amendment at the next Council meeting should Council approve this expenditure.

RECOMMENDATION: Approve a not to exceed contribution of \$25,000 for the relocation of CommUnity Ed from the School District Administrative building to the East Portables.

Staff Summary

5/5/2014

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: James H. Patrick, City Manager

SUBJECT: **Motion To Approve Signing And Submitting US EDA Technical Assistance Grant Application**

BACKGROUND: The City of Storm Lake, Buena Vista University School of Business, and Storm Lake United have been working on the concept of a "Commercialization Center" or business development center for the past two years. The goal would be to provide business students an opportunity to start up their own businesses, assist local new business start ups in the community through business consultation services, and assist larger businesses with special projects. This concept was further refined and expanded upon by meeting with the Simpson College Commercialization Center Executive Director.

There seems to be an excellent opportunity to replicate the Simpson model with our own Storm Lake twist, especially combining our unique ethnic diversity and entrepreneurial spirit. To take us closer to this goal, the North West Regional Planning Commission assisted in the preparation of this US EDA Grant application to fund a technical assistance study to formalize our concept. Once completed, the study would take us to the next step of implementation and potential next US EDA grant for brick and mortar/start up funds.

FISCAL IMPACT: This is a matching grant requiring a 50% match of up to \$40,000 for this request. It appears that the other entities are willing to contribute to this effort.

RECOMMENDATION: Pass a motion to approve the US EDA grant application and direct the Mayor to sign the application.

ATTACHMENTS:

Description	Type
 EDA Grant Application	Application

Application for Federal Assistance SF-424

Version 02

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify)**

*** 3. Date Received:**

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

*** 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, Buena Vista County, Iowa

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

42-6005255

*** c. Organizational DUNS:**

082721374

d. Address:

*** Street1:** 620 Erie Street

Street2: P.O. Box 1086

*** City:** Storm Lake

County: Buena Vista

*** State:** IA: Iowa

Province:

*** Country:** USA: UNITED STATES

*** Zip / Postal Code:** 50588

e. Organizational Unit:

Department Name:

Division Name:

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

Prefix: Mr. *** First Name:** Jim

Middle Name:

*** Last Name:** Patrick

Suffix:

Title: City Manager

Organizational Affiliation:

*** Telephone Number:** 712-732-8000

Fax Number: 712-732-4114

*** Email:** Patrick@stormlake.org

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

Economic Development Administration

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

EDAPLANNING2012

*** Title:**

Planning Program and Local Technical Assistance Program

13. Competition Identification Number:

PL-TA

Title:

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

City of Storm Lake, Iowa

*** 15. Descriptive Title of Applicant's Project:**

City of Storm Lake Micro-Entrepreneurial/Commercialization Center

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

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

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	40,000.00
* b. Applicant	40,000.00
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	80,000.00

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

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

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

☐ Yes ☒ No

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 06/30/2014

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Economic Development- Technical Assistance	11.303	\$	\$	\$ 40,000.00	\$ 40,000.00	\$ 80,000.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 40,000.00	\$ 40,000.00	\$ 80,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) Economic Development- Technical Assistance	(2)	(3)	(4)	
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	80,000.00				80,000.00
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	80,000.00				80,000.00
j. Indirect Charges					
k. TOTALS (sum of 6i and 6j)	\$ 80,000.00	\$	\$	\$	80,000.00
7. Program Income	\$	\$	\$	\$	\$

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SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Economic Development - Technical Assistance	\$ 40,000.00	\$	\$	\$	40,000.00
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$ 40,000.00	\$	\$	\$	40,000.00

SECTION D - FORECASTED CASH NEEDS				
Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal \$ 40,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
14. Non-Federal \$ 40,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
15. TOTAL (sum of lines 13 and 14) \$ 80,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	
22. Indirect Charges:	
23. Remarks:	

SECTION A - TO BE COMPLETED BY ALL APPLICANTS

General Instructions

Please answer all questions completely and accurately and provide a concise narrative statement for each question below. Most narratives need not exceed one paragraph. Any attachments to this application may either be attached electronically through www.Grants.gov or submitted in hardcopy to the Regional Office (www.eda.gov/AboutEDA/Regions.xml) that processes applications for your state. Applicants should consult EDA's program requirements and evaluation criteria set forth in 13 C.F.R. Chapter III (EDA's regulations), as supplemented by the applicable Federal Funding Opportunity Announcement (FFO) on www.Grants.gov, when completing this application. (EDA's regulations begin on page 20 of the Federal Register notice posted at www.eda.gov/ImageCache/EDAPublic/documents/pdfdocs2006/2006final_20rule_2epdf/v1/2006final_20rule.pdf.) Applicants are encouraged to contact an EDA representative (see list of Regional Offices above) for assistance in completing this application. Preparation of an application may involve coordination with other local, state and federal agencies. Public Works and Economic Adjustment Assistance projects must satisfy regional eligibility requirements (see 13 C.F.R. § 304.1). Legal citations referencing EDA's regulations are included for the applicant's information; however, all of the information needed to complete this application is contained within the form itself or within the web links included in this form. Legal assistance is not generally required to complete this form, although applicants may need to consult with an attorney concerning any legal issues implicated by the receipt of federal assistance.

Please indicate the type of EDA investment assistance for which you are applying. If you change the type of EDA Investment Assistance for which you are applying, make sure you save the application under a different file name.

- | | |
|--|--|
| ☐ Public Works | <i>(Complete Sections A, B, and M and Exhibits A, D and E.)</i> |
| ☐ Economic Adjustment | <i>(Complete Sections A, B, and K and Exhibit C. Also Complete Sections M and Exhibits A, D, and E if request has construction components, and Section N if request has only design/engineering requirements. Complete Section E if request has no construction components.)</i> |
| ☐ Partnership Planning | <i>(Complete Sections A, C, E, and F and Exhibit C.)</i> |
| ☐ Short-term Planning | <i>(Complete Sections A, C, E, and G and Exhibit C.)</i> |
| ☐ State Planning | <i>(Complete Sections A, C, E, G, and H and Exhibit C.)</i> |
| ☐ University Center | <i>(Complete Sections A, C, E, and J and Exhibit C.)</i> |
| ☒ Local Technical Assistance | <i>(Complete Sections A, C, E, and I and Exhibit C.)</i> |
| ☐ National Technical Assistance | <i>(Complete Sections A, C, E, and I and Exhibit B.)</i> |
| ☐ Research and Evaluation Assistance | <i>(Complete Sections A, C, E and Exhibit B.)</i> |
| ☐ Revolving Loan Fund | <i>(Complete Sections A, B, E, K, and L and Exhibit C.)</i> |
| ☐ Design and Engineering | <i>(Complete Sections A, B, and N and Exhibit C.)</i> |

Please indicate which type of applicant you are:

- ☒ Governmental (or quasi-governmental, to include District Organizations, universities, or public institutions of higher learning)
- ☐ Non-governmental (e.g. private or public non-profit organizations, for-profit organizations)

In addition to the sections specific to the program for which you are applying (see above), non-governmental applicants also must complete Section D.

A.1. Investment (Project) Region

Identify and describe the region where the project will be located, identify and describe the region that will benefit from the project (if different from or in addition to the region in which the project will be located), and discuss the project's expected economic impact. For purposes of this application, a region is defined as "an economic unit of human, natural, technological, capital or other resources, defined geographically. Geographic areas comprising a region need not be contiguous or defined by political boundaries, but should constitute a cohesive area capable of undertaking self-sustained economic development." (See 13 C.F.R. § 300.3 for the definition of "Region.")

Please See Attachment A - Project Narrative

A.2. Investment (Project) Description

Provide a detailed description of the complete scope of work for the proposed EDA investment. If you are proposing a construction project, please include specific construction components. Also, for National Technical Assistance, Training and Research and Evaluation Projects, provide a description of the methodology to be used to complete the project.

Please see Attachment A - Project Narrative

Note: If EDA determines that your project merits further consideration, and if your project includes construction, you will be required to provide a USGS map of the site. You may provide this now using the 'Attachments' form that is part of the application package downloaded from www.Grants.gov or in hard copy.

A.3. Economic Development Needs

- a. Does the region in which the project will be located have a Comprehensive Economic Development Strategy (CEDS)? (See www.eda.gov/ImageCache/EDAPublic/documents/pdfdocs2006/cedsflyer081706_2epdf/v1/cedsflyer081706.pdf.) *(Note: Except for strategy grants as described in 13 C.F.R. § 303.7, the region in which Public Works or Economic Adjustment projects will be located must have a CEDS with which the project is consistent.)*

☒ Yes

☐ No

If **Yes**, what is the source? *Note: If you are unsure if your region has a CEDS, please contact your local District Organization.*

Northwest Iowa Planning and Development Commission is the regional EDD.

If **No**, what alternate strategic planning document do you wish to govern this investment? *Note: You will be asked to provide a copy of this planning document if your project is selected for further consideration. You may provide this now using the 'Attachments' form that is part of the application package downloaded from www.Grants.gov or in hard copy.*

- b. Briefly describe the economic development needs of the region and how the proposed investment addresses the goals and objectives of the CEDS for the region or the alternate strategic planning document as noted above. (See 13 C.F.R. part 303.)

Please see Attachment A - Project Narrative

- c. Briefly describe the economic conditions of the region described in A.1, as well as the economic adjustment problems or economic dislocations the region has experienced (or is about to experience) and the regional impact of these conditions.

Please see Attachment A - Project Narrative

A.4. Investment (Project) Impact and Fit with EDA Funding Priorities

Discuss how the proposed investment satisfies EDA's Investment Policy Guidelines as set forth in 13 C.F.R. § 301.8, as well as the EDA funding priorities set forth in the applicable Federal Funding Opportunity (FFO) announcement on www.Grants.gov.

Please see Attachment A - Project Narrative

A.5. Applicant's Capability

Briefly describe the applicant's capability to administer, implement, and attract private sector investments to the project.

Please see Attachment A - Project Narrative

A.6. Proposed Time Schedule for the Project

Provide a proposed time schedule for completion of the project, including when (month/year) the project will begin and end. Explain any potential issues that could affect project implementation.

The current time line proposes the project to begin on or around June 1, 2014 and be completed by May 31, 2015. At this time there are no potential issues observed that could affect project implementation.

A.7. Civil Rights

- a. Does the applicant understand and agree to comply with all applicable civil rights requirements (see 13 C.F.R. § 302.20), including the requirement to provide signed assurances of compliance? ☒ **Yes** ☐ **No (explain below)**

- b. Do identified "Other Parties" as defined in 13 C.F.R. § 302.20(b) understand and agree to comply with all applicable civil rights requirements, including the requirement to provide signed assurances of compliance?
- ☒ **Yes** ☐ **No (explain below)** ☐ **Not Applicable (No Other Parties Identified)**

A.8. Proposed Project Budget

- ☐ For Construction investments, complete Form SF-424C.
- ☒ For Non-Construction investments, complete Form SF-424A.

Note: If you are applying in hardcopy, you may download these forms from

www.Grants.gov/techlib/SF424A-V1.0.pdf and www.Grants.gov/techlib/SF424C-V1.0.pdf, or go to EDA's website at www.eda.gov.

A.9. Non-EDA Funding for the Project

- a. Identify the source, nature and amount of all non-EDA funds, including in-kind contributions (non-cash contributions of space, equipment, services, or assumptions of debt; see definition of "In-Kind Contribution(s)" in 13 C.F.R. § 300.3). Explain the status of all funding commitments, including the date the funds will be available from each source, and describe any conditions or restrictions on the use of such funds. If in-kind contributions are included, explain the basis on which they are valued.

The city is proposing to provide \$40,000 in matching cash from local partnerships. See Attachment F - Financial Letter of Support

- b. Are all non-EDA funds committed to the project, available as needed, and not conditioned or encumbered in any way that would preclude their use consistent with the purpose of the project? (See 13 C.F.R. § 301.5.) ☒ **Yes** ☐ **No** (explain below)

Note: If EDA determines that your project merits further consideration, and if your project includes construction, you will be required to provide letters of commitment. You may provide these now using the 'Attachments' form that is part of the application package downloaded from www.Grants.gov or in hard copy.

- c. Discuss the actions that need to be taken and the timing required to secure the non-EDA funds.

None at this time.

- d. Does the applicant plan to seek other federal financial assistance as part of or in connection with this project? If so, please describe the source, amount and any terms and conditions of the funding, and when the funding will be available for use by the applicant.

☐ **Yes** (explain below) ☒ **No**

- e. Is the requested EDA investment assistance available from any other federal economic development program? ☐ **Yes** (explain below) ☒ **No** (explain below)

If **Yes**, identify the source and provide an explanation of why EDA investment assistance is required.

If **No**, explain your efforts to identify and obtain funding from other sources.

EDA planning and technical assistance are the only federal funds available

that meet the needs of this proposed project.

A.10. Lobbying Certifications

All applicants for federal financial assistance must certify that federal funds have not been used and will not be used for lobbying in connection with this request for federal financial assistance (Form CD-511). If non-federal funds have been or are planned to be used for lobbying in connection with this request for federal financial assistance, Form SF-LLL also must be completed. Please certify to the following:

- ☒ Applicant's "Certifications Regarding Lobbying" (Form CD-511) is completed. (If applicant is applying in hardcopy, access the form at www.Grants.gov or at EDA's website at www.eda.gov.)
- ☒ Applicant's "Disclosure of Lobbying Activities" (Form SF-LLL) is attached, if required. (If not required by law, also check the box. If applicant is applying in hardcopy, access the form at www.whitehouse.gov/omb/grants/sfillin.pdf.)

Note: Applicants must comply with 13 C.F.R. 302.10 regarding attorneys' and consultants' fees and the employment of expeditors. This regulation requires that applicants identify and disclose the amount of fees paid to anyone engaged to assist the applicant in obtaining assistance under the Public Works and Economic Development Act of 1965 (PWEDA), as amended.

A.11. Compliance with Executive Order 12372, State Single Point of Contact (SPOC)

- a. Does the state in which the project will be located have a project review process that requires submission to a Single Point of Contact (SPOC)? (See 13 C.F.R. § 302.9(b).) *Note: If you are unsure if your state has a Single Point of Contact, or do not know who this individual is, please refer to OMB's SPOC list (www.whitehouse.gov/omb/grants/spoc.html).*
 - ☐ Yes
 - ☒ No (go to A.12)
- b. If **Yes** to A.11(a) above, does this request for EDA investment assistance meet the SPOC process established by the state?
 - ☐ Yes
 - ☐ No (go to question A.11.d)
- c. If **Yes** to A.11(b) above, were SPOC comments/clearance received?
 - ☐ Yes, and the comments/clearance are attached.
 - ☐ No, the review period has expired and no comments were received.
- d. If **No** to question A.11(b) above, please explain any known reason for the lack of comments.

A.12. Justification for Sole Source Procurement

- a. Will you subcontract work to complete part or all of this project?
 - ☒ Yes
 - ☐ No
- b. If **Yes**, will contracts be awarded by competitive bid?
 - ☒ Yes
 - ☐ No

- c. If contracts will **not** be awarded by competitive bid, please provide a justification. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders.
(See 15 C.F.R. § 14.40-14.48 or § 24.36, as applicable.)

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A.13. Assurances

For Construction investments, complete Form SF-424D.

For Non-Construction investments, complete Form SF-424B.

Note: If you are applying in hardcopy, you may access these forms as part of the application package downloaded from www.Grants.gov, from www.Grants.gov/techlib/SF424B-V1.1.pdf and www.Grants.gov/techlib/SF424D-V1.1.pdf, or go to EDA's website at www.eda.gov.

SECTION C - MAXIMUM ALLOWABLE EDA INVESTMENT RATES: TO BE COMPLETED BY PLANNING, TECHNICAL ASSISTANCE, UNIVERSITY CENTER PROGRAM, AND RESEARCH/EVALUATION APPLICANTS ONLY

According to EDA's regulations, the maximum allowable EDA investment rate for Planning Investments, Local and National Technical Assistance, the University Center Program, and Research and Evaluation Investments shall be based on the relative needs of the Region that the project will serve. However, a project of a national scope may be eligible for up to a 100 percent investment rate if the project will be of no or only incidental benefit to the eligible recipient or if the project merits, and is otherwise infeasible without further EDA assistance. Please answer the following questions completely to determine eligibility for an EDA investment rate greater than 50 percent.

1. Is this project national in scope?
☐ **Yes** ☒ **No** (go to Section D)

2. Please describe how the project is national in scope.

3. Will the project be of no benefit or only incidental benefit to the applicant?
☐ **Yes** (go to question C.4) ☐ **No** (explain below)

4. Is the project not otherwise feasible without an EDA investment rate greater than 50 percent?
☐ **Yes** (explain) ☐ **No**

If **Yes**, explain why the project merits an EDA investment rate greater than 50 percent.

5. All applicants for EDA National Technical Assistance, Training, and Research and Evaluation Assistance must complete the EDA National Technical Assistance, Training, and Research and Evaluation Investments Additional Assurances form. See attached Exhibit B of this application.
- ☐ **Yes**, the applicant's Additional Assurances form is completed.
- ☐ **Not applicable**; the applicant is not applying for National Technical Assistance, Training, or Research and Evaluation investment assistance.

SECTION E - BUDGETING AND STAFFING SUPPLEMENT: TO BE COMPLETED BY APPLICANTS FOR NON-CONSTRUCTION ASSISTANCE ONLY

1. Explain the proposed use of any amounts budgeted for "Equipment," "Contractual," or "Other," if any, on Form SF-424A, 'Budget Information - Non-Construction Programs.'

Contractual includes the costs estimated for completion of the feasibility study by the hired consultant.

2. Explain the types of indirect costs, if any, on Form SF-424A.

None

Note: A completed Indirect Cost Rate Agreement or other documentation applicable to an indirect cost rate determination will be requested if EDA selects the project for further consideration.

3. Identify key applicant staff who will undertake and complete project activities. Include a description of the knowledge, organizational experience, and expertise of individual staff members. In addition, explain how organizational resources will be used to complete project activities. For National Technical Assistance, Training and Research and Evaluation projects, specify which positions will be charged to the federal and non-federal portion of the project budget. If project is construction ONLY, enter "Not Applicable."

The City of Storm Lake is one of the largest communities in rural northwest Iowa and has a compliment of full-time staff that includes a City Manager, Asst. City Manager/City Clerk, Economic Development, Public Works, Public Safety, Accounting etc. that answer to a duly elected Mayor and City Council. The City has administered numerous state and federal projects and has the knowledge and capacity to handle the needs of this proposed project should it be funded. In addition, the community will also have the assistance of the local EDD - NWIPDC, to assist with the project administration as well.

SECTION I - TO BE COMPLETED BY APPLICANTS FOR LOCAL OR NATIONAL TECHNICAL ASSISTANCE ONLY

1. Describe how the proposed project will strengthen the capacity of local, State, or national organizations and institutions to undertake and promote effective economic development programs targeted to regions of economic distress.

Please see Attachment A - Narrative section A.3.c Distress

2. Describe whether and how the proposed project will benefit distressed regions.

Please see Attachment A - Narrative section A.3.c Distress

3. Describe any innovative approaches that will be used to stimulate economic development in distressed regions.

It is not clear that the Storm Lake community would be effectively serviced

by a typical technology incubator. Nor is it clear that a simple expansion of traditional economic development resources (e.g. tax-based incentives) would result in meaningful growth of sustainable jobs. The City of Storm Lake believes a public-private venture accelerator could be more appropriate for its community. Venture accelerators focus on providing shared resources that compliment the skills and energies of local entrepreneurs. These shared resources more often take the form of soft investment: professional expertise or skills injected directly into the accelerating venture. The City of Storm Lake believes that a venture accelerator that employs a forgivable, convertible debt structure like the one being successfully employed in Indianola, Iowa, may be able to appropriate support its current and future business

4. If applicable, describe how the proposed project is consistent with an EDA-approved CEDS for the region in which the project will be located. (See 13 C.F.R. § 306.2.)

Please see Attachment A - Narrative section A.3.b, last paragraph.

Exhibit C.

EDA CAPACITY BUILDING INVESTMENTS ADDITIONAL ASSURANCES

As a duly authorized representative of the applicant, I further certify that the applicant:

1. Will comply with applicable regulations regarding indirect cost rates, if indirect costs are included in the application.
2. Will comply with the requirement that this investment assistance will not provide a proprietary benefit to a private individual, a for-profit corporation or other commercial entity.
3. Understands that attorneys' or consultants' fees, whether direct or indirect, expended for securing or obtaining EDA investment assistance are not eligible costs. See 13 C.F.R. § 302.10(a).
4. Understands that conflicts of interest or appearances of conflicts of interest are prohibited and may jeopardize this application, or result in the forfeiture of investment funds. A conflict of interest occurs, for example, where a representative, official, employee, architect, attorney, engineer or inspector of the applicant, or a representative or official of the federal, State or local government, has a direct or indirect financial interest in the acquisition or furnishing of any materials, equipment, or services to or in connection with the project. See 13 C.F.R. § 302.17.
5. Will comply with the reporting requirements under the Government Performance and Results Act (GPRA) of 1993 for measuring and reporting project performance.

Completed by Grants.gov upon submission

Mayor, City of Storm Lake

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TITLE

City of Storm Lake, Buena Vista County, Iowa

Completed by Grants.gov upon submission

APPLICANT ORGANIZATION

DATE

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, 'New Restrictions on Lobbying.' The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

*** NAME OF APPLICANT**

City of Storm Lake, Buena Vista County, Iowa

*** AWARD NUMBER***** PROJECT NAME**

Prefix:

Mr.

* First Name:

Jon

Middle Name:

* Last Name:

Kruse

Suffix:

* Title: Mayor, City of Storm Lake

* SIGNATURE:

* DATE:

Completed by Grants.gov upon submission.

Completed by Grants.gov upon submission.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

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

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

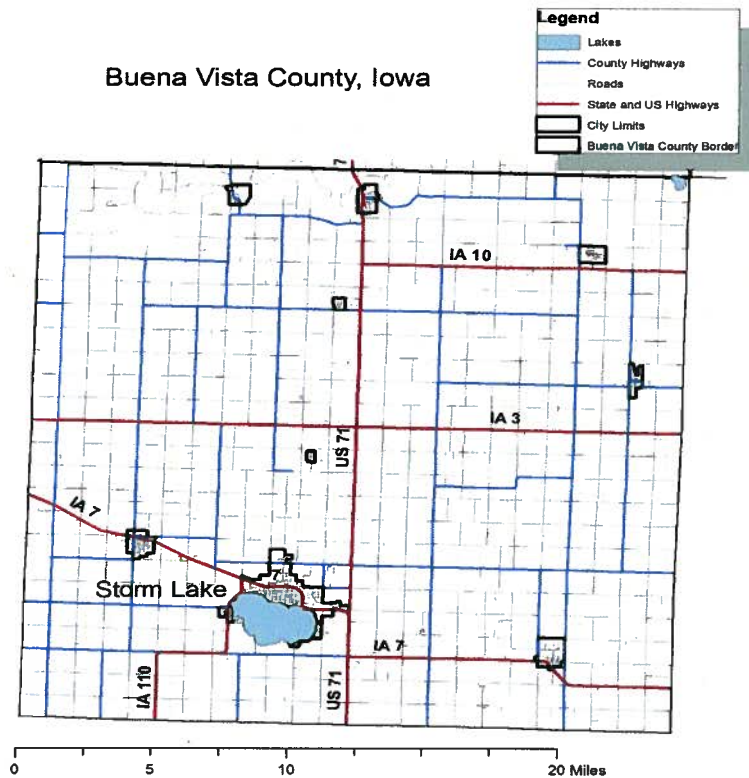
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Completed on submission to Grants.gov	Mayor, City of Storm Lake
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Storm Lake, Buena Vista County, Iowa	Completed on submission to Grants.gov

ATTACHMENT A
NARRATIVE

A.1. Investment (Project) Region

The project will be specifically located within the City of Storm Lake, which is contained in Buena Vista County, in northwest Iowa. The map below provide a detailed description of all the counties and cities within the region and there geographic proximity to each other.



A.2. Investment (Project) Description

The City of Storm Lake is one of the only growing rural Iowa communities and with recent demographic shifts, the most culturally diverse with over 27 different ethnic groups. (See Attachment B – City of Storm Lake Comprehensive Plan Excerpts) The combination of this growth and diversity are causing a reevaluation of traditional economic development strategies as it pertains to engaging this population’s entrepreneurship and business start-up potential. If Storm Lake can facilitate the development and growth of more nimble, innovative businesses that support international business to business trade, these changes in the community will turn a current risk into a sustainable opportunity. Given the current challenges, a simple expansion of traditional economic development resources/strategies (e.g. tax based incentives, per job subsidies) would not result in meaningful economic development growth and sustainable job creation. There is no immediate indication that the majority of new business activity is appropriately capital intensive. Therefore the City is seeking EDA Technical Assistance funding to develop a feasibility study. The goal of this study would be to determine how best to

encourage business development and expansion within the community across the entire demographic spectrum but also keying on the multiethnic and generationally diverse nature of the community with emphasis being given to a public-private venture accelerator.

The following is the proposed scope of work for this project.

ATTACHMENT A – SCOPE OF WORK

Grantee:

Project Number:

The Recipient will perform the following activities:

Organizational Activities

Establish Work Group

- Finalize work group to include potential representation from: City Government, local ethnic group leadership, private financial institutions, local industry, Small Business Development Center, Storm Lake United, Buena Vista University, Iowa Central Community College, Iowa State University Extension, Regional Council of Government

Solicit Proposals

- Work group will solicit at least three proposals from consulting firms; interview and hire consulting firm to assist with completion of the feasibility study

Develop Feasibility Study

- Work group and consultant will work together to develop feasibility study contents that the consultant will use in the development of the study. These contents will at a minimum follow the EDA guidelines for creation of said study.

Program Activities

Create a steering committee as a subsidiary of the Work Group composed of representatives of these under-engaged/ethnic diverse communities

Identify both the under-engaged and under-reported business opportunities in the community, including businesses that are expected to go through significant leadership or governance transition within the next 12-36 months.

Identify the current impediments to verifiable business creation, growth or sustainability within the community and particularly as they relate to the cultural diversity of the City

Analyze these impediments to identify any community-wide trends or comparables and develop mitigating measures or strategies to these impediments

Prioritize services that may be capable of implementing community-wide strategies for mitigating any negative consequences associated with these identified trends

Identify public and private partnerships or resources that the City can leverage to support these shared services until they are delivered in a self-sufficient manner

Develop an operational plan that identifies

- Each stakeholder and service provider for each resource needed for business development or continuation.
- Working relationships between these resources
- Production quantifiables or metrics that can be used to measure success of the new program

Time Line:

Establish work group and solicit proposals	1 st Quarter
Award contract and hire consultant	2 nd Quarter
Establish steering committee	2 nd Quarter
Conduct meetings, draft and complete feasibility study	2 nd -4 th Quarters
Complete/closeout project	4 th Quarter

A.3.b Economic Development Needs

The primary purpose of this project is to create a feasibility study that will outline the process by which the community of Storm Lake will develop a new public/private business venture accelerator to provide new opportunities for entrepreneurship across the community with a direct focus on business creation within its multi-cultural communities. This project will also work to fulfill specific goals and objectives within the regional CEDS as well.

Venture accelerators focus on providing shared resources that complement the skills and abilities of local entrepreneurs. These shared resources or partnerships take the form of soft investment: professional expertise or skills injected directly into the new or new leadership business venture. Which is a service currently not available to the community and its culturally diverse entrepreneurs and has been a significant impediment to successful business start-ups and sustained job creation. These types of venture accelerators become sustainable, as has been the case in Indianola, Iowa, when the costs associated with these investments can be deferred (i.e. accrued debt) as opposed to focusing on equity stakes (e.g. 5% of the company) as seen with traditional incubators or new business start-up ventures. The City believes that development of this feasibility study to guide the creation of the venture accelerator with its forgivable, convertible debt structure, will be a way to engage the community's ethnic diverse entrepreneurs, as well as current and other future business leaders and lead to successful economic development projects and sustained employment creation.

This project will enhance the economic development capabilities of Storm Lake as it will create a program that works to engage the entrepreneurial qualities of the many cultural sectors of the community. The project will also meet certain goals and objectives of the regional CEDS.

Attachment C – Regional CEDS Goals & Objectives contains the CEDS Chapter IV Vision Statement, Goals & Objectives section with the specific goals and objectives this project meets highlighted. This project centers on developing a process that better coordinates existing economic development resources both public and private to build capacity thus allowing a new and invigorated effort and process to promote entrepreneurship across the community, while also focusing on ventures that include members of the multi-cultured sectors. The ultimate goal is net job growth, business creation/expansion and reducing the loss of existing business and industry.

A.3.c Distress

Area Economic Distress

Four factors have greatly hampered the economic development efforts of Storm Lake. These factors are 1) low unemployment levels discouraging business expansion or new businesses locating to the area; 2) significantly low per capita income; 3) underemployment is also believed to be another variable for lack of economic growth; 4) cultural diversity that is uneducated to the tools of economic. Low unemployment levels, and per capita income, can be measured with hard facts, while underemployment tends to be much more subjective. So it does make it more difficult to place a real number on the amount of underemployment that any one area faces. The following five subsections address these factors:

1. UNEMPLOYMENT

An interesting distress factor remains the low unemployment figures in relation to Iowa and the U.S. These continued low numbers may be the result in a lag in reporting time, or may indicate just how severe this low unemployment was before the latest recession hit the area. A review of the State of Iowa Workforce Development Statistics (Attachment E) provides that during the last 12 month period the county average has dropped .6 percent to 4.1 percent. This compares to the county 24-month average unemployment rate as indicated by Stats America of 4.28 percent for the period ending in January 2014. Either of these rates is significantly lower than the U.S. rate of 7.65 percent for the same time period. This low unemployment points directly to a serious problem that faces any proposed economic development project, and that is simply a lack of available workforce to fit the needs of business and industry. These comparatively low unemployment rates continue to be a definitive setback to the local economy, particularly when added to additional factors listed below. Prospective expansions within the area have gone elsewhere or have been cancelled do to a lack of an available workforce. Therefore efforts are needed, such as the proposed project, to work on a study that will outline a new way to increase the potential for new entrepreneurial ventures and existing business continuation given the cultural diversity of the community.

2. PER CAPITA INCOME

According to USA.com (Attachment D), which utilizes the US Census information, as of 2008-2012 the per capita income of Storm Lake was \$19,430 which was lower than the Buena Vista County average of \$22,965, lower the State of Iowa average of \$26,545 and also lower than the national average of \$28,051. Median individual worker income for the same time period also reflects the community's lower income value (\$22,358) as it relates to the County (\$25,253),

State (\$28,665) and Nation (\$30,376). Completion of the feasibility study will open the door to development of the venture accelerator program that will work to create new possibilities for business creation and expansions that will lead to better paying job creation.

3. UNDEREMPLOYMENT

As was stated above, there is no easy way to determine the amount of underemployment taking place within the community. In fact, it is almost impossible to clarify what is exactly meant by underemployment, since several different definitions exist. However, most sources have consistently stated that most areas of Iowa, including Buena Vista County and the City of Storm Lake, have a large number of persons that are underemployed. Some experts have even stated that the level of underemployment may be near 20 to 25 percent of the total Iowa workforce. These may be part-time workers who desire full-time jobs, or they may be skill or professionally trained individuals who are employed in semi-skilled positions. The fact that the region as a whole continues to suffer low unemployment, coupled with a below federal and state level income, definitely supports the underemployment scenario.

4. CULTURAL DIVERSITY

In contrast to other rural communities across the nation, Storm Lake has experienced growth over the last few decades. Much of this growth has been immigrant families. Between 2000 and 2010, the percentage of whites dropped from 80% to 68%. In contrast, the percentages of Hispanics increased from 21% to 36%. The community has seen growth in the percentage of Asians and African Americans as well. The 2010 Census data shows that Storm Lake is more diverse than Buena Vista County, as well as Iowa's general population. In fact Storm Lake is now the most ethnically diverse community in Iowa with over 27 various ethnic groups that call the community home. Attachment B contains the excerpts from the Storm Lake Comprehensive plan that provide the graphs indicating the culturally diversity of the community compared to that of the County and State.

This diversity has many positives as it has bolstered school enrollment, provided a workforce for business and industry, and allowed community growth. However, this growth has also posed challenges through language and cultural differences that are an impediment to economic development, particularly in entrepreneurial ventures. As previously indicated, the majority of these immigrants have found employment, but this employment is typically low wage work that has resulted in the significantly lower incomes seen on average within the community. Completion of this proposed project will create new areas of dialog and communication between economic development professionals and these immigrant community's leadership that will lead to a better understanding of the process of business creation, management, finance, job creation and sustained economic growth. It will work to foster the significant entrepreneurial qualities these new groups have by providing them with a system designed to bridge the communication and cultural gaps and foster their new business efforts.

A.4. Investment (Project) Impact and Fit with EDA Funding Priorities

This project works to meet several of the EDA Investment Priorities. Specifically these are:

Collaborative Regional Innovation. When completed, the feasibility study will outline a process that will engage local and regional stakeholders, both public and private, for a new collaborative effort aimed at fostering new economic development/entrepreneurial ventures utilizing this public/private collaboration. The main focus of the new system will be to support emerging business and industry as well as assisting with existing business expansion and continuation through leadership turnover.

Public/Private Partnerships. One of the center points of the feasibility study will be to flesh out public/private partnerships and how they can be worked to increase the effectiveness of economic development promotion, especially when focused on the new culturally diverse communities within the City. The study will delineate how these partnerships can better meet the needs of new immigrant communities and provide them with the tools necessary to successful business creation and business operation. Obviously this process will work to seek assistance and investments from outside private and public resources as well.

National Strategic Priorities. Access to capital, in the traditional sense, is always a concern, particularly for entrepreneurial efforts. Couple this with ethnic diversity and the communication and education gaps associated, and access to capital becomes even harder. The proposed project will deal with this issue head on and focus on a plan to develop a new venture accelerator program aimed at providing an improved set of tools that can be used to foster the entrepreneurial qualities of these new ethnic groups through better business education and public/private support, of which access to capital is one.

Economically Distressed and Underserved Communities. Statistics show that the City of Storm Lake is growing in population and diversity, while all other surrounding rural communities are not. Its average age is also getting younger, while all other rural communities are getting aggregately older. Obviously the community has a very attractive quality of life that makes it appealing. These facets alone should indicate all good things for the future of the community, but one major item shows this is not the case – per capita income. As shown earlier in this application, the City's income is much lower than Iowa and the nation, and unemployment is virtually non-existent. Wages need to increase, per capita income needs to increase if the community is to see this new growth continue and prosper. Studies have shown that these new ethnic groups have a high degree of entrepreneurship, but lack the knowledge, capital and planning to see their ideas to fruition. This project will create a study that will outline a program designed to foster new business in ways that currently are not available within the community with the focus on long-term job creation and higher wages.

A.5. Applicant's Capability

The City of Storm Lake is one of the largest communities in rural northwest Iowa and has a compliment of full-time staff that includes a City Manager, Asst. City Manager/City Clerk, Economic Development, Public Works, Public Safety, Accounting etc. that answer to a duly elected Mayor and City Council. The City has administered numerous state and federal projects and has the knowledge and capacity to handle the needs of this proposed project should it be funded. In addition, the community will also have the assistance of the local EDD – NWIPDC, to assist with the project administration as well.

ATTACHMENT B

CITY OF STORM LAKE COMPRHENSIVE PLAN EXCERPTS

classes. The early childhood center shares the former East Elementary School with administrative offices.

Storm Lake Schools educate about 2,100 students each year. Enrollment is projected to rise in the next few years to just over 2,300 students. The student body reflects the diversity of the community. Enrollment data shows over 50% of the total student population is Hispanic, around 12% is Asian, and 5% is Black. 2010-2011 data from the State of Iowa shows that nearly 12% of students are immigrants (students born outside the United States). This is significantly higher than the surrounding districts which all have fewer than 2% of their student body who are immigrants. Storm Lake Schools has identified 18 languages spoken by its students.

While Storm Lake High School is located just northeast of Downtown off of Milwaukee Avenue, the elementary and middle schools are now located on the far west end of town. These facilities have been recently constructed to meet current needs of students and manage facility maintenance costs.

The construction of the new elementary school left three neighborhood elementary school sites vacant. The former West Elementary School has been demolished and is being redeveloped into single family home sites. North Elementary School has been demolished and is a potential future commercial development site. South Elementary School is currently used for gym space and community meetings. Its potential reuse may include a continued community/civic use, housing or arts/cultural center.

St. Mary's School

St. Mary's provides a Catholic education for over 300 students from preschool to 12th grade. The student body continues to become increasingly diverse with a larger percentage of Hispanics. In the 2012-2013 school year, 62.5% were white.

COMMUNITY CULTURE

Diversity

In contrast to other rural communities across the nation, Storm Lake has experienced growth over the last few decades. Much of this growth has been immigrant families moving into the community to take advantage of employment opportunities.

Between 2000 and 2010, the percentage of whites dropped from 80% to 68%. In contrast, the percentage of Hispanics increased from 21% to 36%. Storm Lake has seen a growth in the percentage of Asians and African Americans as well. 2010 Census data also shows that Storm Lake is more diverse than Buena Vista County, as well as Iowa's general population.

Contrary to other rural communities, Storm Lake continues to be a relatively young community. This is largely attributed to the families with children that continue to move into the community to take advantage of the employment opportunities. Between 2000 and 2010 there was an increase in the number of children



Estelle Siebens Science Center at Buena Vista University

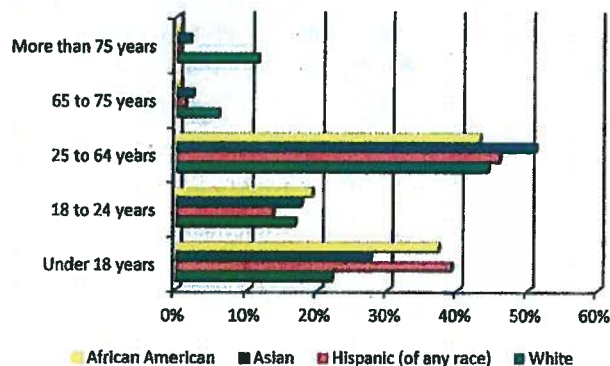


Figure 2-2
2010 Census Age Distribution by Race/Ethnicity

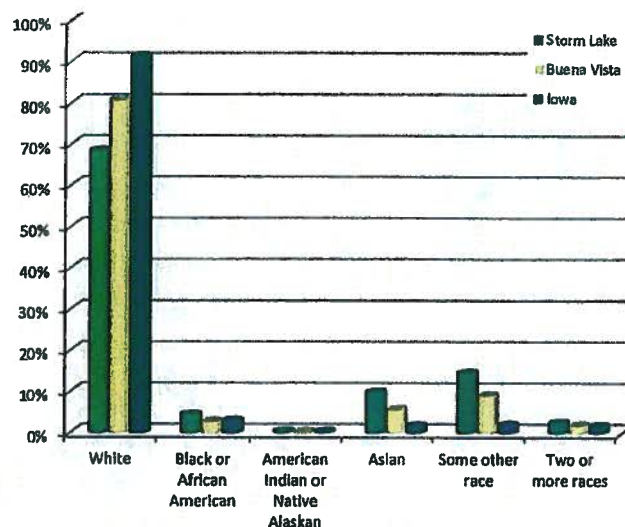


Figure 2-3
2010 Census Regional Comparison of Race/Ethnicity

ATTACHMENT C
REGIONAL CEDS GOALS & OBJECTIVES

CHAPTER IV

VISION STATEMENT, GOALS & OBJECTIVES

The adopted goals and objectives correlate directly with the intent and focus of the Policy Council of NWIPDC. The goals focus on the fact that the NWIPDC was created out of local government initiative and directed to serve the region through the direction of its creators – counties and cities within Region 3. As such, the agency serves as an enhancement to local governments - an agency that can compliment their respective program delivery through direct cooperative efforts or through individual programmatic expertise. The goals as adopted reflect this.

The goals are designed to be focused yet somewhat broad. In other words they meet specific needs of the region, but have some flexibility to carry out larger tasks. While these goals and the projects they help to create can change annually, which requires flexibility from the NWIPDC, the listed goals provide the direct framework for economic development activity for the upcoming year.

The NWIPDC approached the task of updating the existing goals and objectives by examining the existing vision statement, goals and objectives and work program for validity given the current economic conditions. It was determined that the original tasks or goals of the most recent CEDS were an ongoing effort, that the vision statement and goals and objectives were still valid and the 2009 EDA work program tasks were currently adequate to address these goals.

The following 10 goals developed by NWIPDC are listed as they promote and enhance both local and regional economic development efforts. The wording of the goals may have changed from previous CEDS documents, but the focus is clearer.

NWIPDC VISION STATEMENT

TO ASSIST ALL REGION 3 COUNTY AND MUNICIPAL GOVERNMENTS IN COMMUNITY DEVELOPMENT AND ECONOMIC DEVELOPMENT ACTIVITIES.

OVERALL GOALS

1. Continue efforts to provide technical, financial and other necessary assistance to city and county government to assist in short-term and long-term economic planning and project development.
2. Continue to promote EDA and EDD concept within Region 3 as a way to promote multi-jurisdictional economic development, physical planning and cooperative efforts.
3. Coordinate and promote special project and capital improvement planning between member organizations for better efficiencies enabling conservation of resources.
4. Expand on recent projects conducted within the region.
5. Development of better efforts to form and for promotion of public-private partnerships to better implement regional economic development strategies as they relate to specific issues and projects.

6. Promote, coordinate, and facilitate communication among separate economic development groups within Region 3 for enhancement to overall regional economy.
7. Review and improve project development and subsequent service delivery to member counties and cities with project development as it relates to the regional CEDS process.
8. Remain fastidious in terms of new trends and processes to enable member counties and cities to take full advantage.
9. Continue to be and expand upon the role of NWIPDC being the voice for our membership to state and federal government organizations.
10. Improve and expand upon current marketing, communication and service delivery of services to regional members.

OBJECTIVES AND PRIORITY SETTING – (established in order of priority)

1. ***Assist cities with capacity building to allow them to the use of economic development tools.***
Capacity building is the method by which communities develop their capacity to make use of developmental tools that are available, or may become available. There are several economic development programs and tools available that small rural communities need assistance in utilizing. Some of the forms of assistance that can be given to the communities are:
 - A. Assistance with infrastructure development through the use of federal programs, such as the Economic Development Administration, and state programs.
 - B. Assistance with business financing by utilizing the same sources as above.
 - C. Assistance with an analysis of local resources available for development, including an identification of businesses operating in the market area.
 - D. Education on the use of local option sales tax as a revenue source for local economic development.
 - E. Education use of local economic development tools such as tax increment financing and tax abatements.
2. ***Promote an emphasis on industries that enhance the region.*** More economic development effort is being placed on industries that are compatible with the resources and needs of a given area. Examples of some of the considerations that could be used when looking at industrial expansion are as follows:
 - A. Environmentally sound “green” enterprises.
 - B. Industries that utilize skills indigenous to the area, such as metal fabrication,/welding.
 - C. Agricultural products processing.
 - C. Targeted Industries (Additional information on targeted industries follows this section).
3. ***Promote education as a means of assisting with the economic development process.*** Iowa has an outstanding post-secondary educational resource in a statewide community college network and

three state universities. This resource is already very active in the development arena; however at the same time, the recognition that developmental education needs to begin at the secondary level is only in the early stages of development. By the promotion of the post-secondary assistance already available and the development of a secondary educational program, it is desired that increased opportunities for young persons in rural communities can be presented so that those individuals will stay in rural Iowa and will become a vital part of the development of Iowa's rural communities. Again this objective is broken down into several sub-objectives that should be promoted:

- A. The promotion of secondary and post-secondary educational opportunities that can develop abilities which lead to successful activities/enterprises in the community.
 - B. Encourage the development of entrepreneurial skills in all age classes and assist with or promote development of entrepreneurial courses, seminars and presentations.
 - C. Promote education as a means of increasing the level of developmental activity of young people in the community.
4. **Net regional job growth.** This is always a major consideration for economic development planning programs. This objective can further be broken down into three sub-objectives that are as follows:
- A. Assist with, and encourage, the creation of new industries.
 - B. Assist with the attraction of new industries/enterprises to the region.
 - C. Assist with existing industries' start-up and expansion planning.
5. **Concentrate on entrepreneurial and value-added activities and enterprises.** This is especially important in a region where raw, natural products are produced and then shipped to another area to be processed into a useable product. More emphasis is now being placed on attempting to create a system for the actual processing of these products within the area they are produced.
6. **Assist communities with ways of preventing the loss of established businesses.** The combination of retirement related business closures, and closures resulting from market related factors, have resulted in a large decline in the number of businesses in most small communities. Although this is the hardest area in the economic development process to provide assistance, some help can be provided by:
- A. Assisting communities with developing strategies for the resale of businesses that look at local, regional and multi-regional approaches.
 - B. Assisting with the development of a "concierge" service that helps locate persons seeking to relocate to Midwestern communities given the proper set of economic circumstances such as promoting business sale opportunities to those individuals who are relocating.
7. **Assist with economic development housing issues.** Northwest Iowa, even following the recent economic downturn, is still faced with a housing shortage. This problem greatly affects the ability to attract and retain a solid workforce base. Recent developments have established county and regional housing trust funds to begin to improve local and regional housing stocks, but this trend will not be one that will be successfully addressed in the short-term.

ATTACHMENT D
INCOME STATISTICS



Local Data Search

Search State, County, City, Zip Code, or Area Code

USA.com / Iowa / Buena Vista County / Storm Lake, IA / Income and Careers

Storm Lake, IA

- Basic Information
- Population and Races
- Income and Careers**
- Housing
- School District
- Public Schools
- Private Schools
- Public Library
- Crime and Crime Rate
- Weather
- Natural Disasters & Extremes
- Air Quality
- Environmental Watch
- Government
- Buena Vista County**
- Iowa State**
- Storm Lake Area**

Storm Lake, IA Income and Careers

Basic Info Population/Races **Income/Careers** Housing Education Crime/Crime Rate Others

As of 2008-2012, the per capita income of Storm Lake is \$19,430, which is lower than the state average of \$26,545 and is lower than the national average of \$28,051. Storm Lake median household income is \$45,208, which has grown by 28.18% since 2000. The median household income growth rate is lower than the state average rate of 29.54% and is higher than the national average rate of 26.32%. On average Storm Lake residents spend 9.7 minutes per day commuting to work, which is lower than the state average of 18.2 minutes and is much lower than the national average of 25.4 minutes.

Topics:

[Per Capita Income](#) [Median Workers Income](#)
[Household Income](#) [Family Income](#)
[Median Income by Age](#) [Employment Status](#)
[Commuting to Work](#) [Careers](#)
[Poverty Level](#)

Hot Rankings

[Fastest / Slowest](#) Growing Cities Nearby
[Best / Worst](#) Cities by Crime Rate Nearby
[Richest / Poorest](#) Cities by Income Nearby
[Expensive / Cheapest](#) Homes Nearby
[Most / Least](#) Educated Cities Nearby
[Fastest / Slowest](#) Growing Cities in IA
[High / Low](#) IA Cities by Males Employed
[High / Low](#) IA Cities by Females Employed
[Best / Worst](#) Cities by Crime Rate in IA
[Richest / Poorest](#) Cities by Income in IA
[Expensive / Cheapest](#) Homes by City in IA
[Most / Least](#) Educated Cities in IA

Per Capita Income, #775

Storm Lake, IA	19,430 USD
Iowa	26,545 USD
U.S.	28,051 USD

*Based on 2008-2012 data. View [historical per capita income data](#).

Job Openings

findtherightjob.com

Find Job Openings In Your Area. Apply For a Position Today!

Median Individual Worker Income, [see rank](#)

Storm Lake, IA	22,358 USD
Iowa	28,665 USD
U.S.	30,376 USD

*Based on 2008-2012 data. View [historical median individual worker income data](#).

Male Median Individual Worker Income, [see rank](#)

Storm Lake, IA	25,874 USD
Iowa	34,777 USD
U.S.	35,771 USD

*Based on 2008-2012 data. View [historical male median individual worker income data](#).

Female Median Individual Worker Income, [see rank](#)

Storm Lake, IA	16,340 USD
Iowa	23,120 USD
U.S.	25,299 USD

*Based on 2008-2012 data. View [historical female median individual worker income data](#).

Household Income

Median Household Income, #455

Storm Lake, IA	45,208 USD
Iowa	51,129 USD
U.S.	53,046 USD

Mean Household Income, [see rank](#)

Storm Lake, IA	53,997 USD
Iowa	64,881 USD
U.S.	73,034 USD

Median Household Income Growth Since 2000, #487

Storm Lake, IA	28.18%
Iowa	29.54%
U.S.	26.32%



Local Data Search

Search State, County, City, Zip Code, or Area Code

USA.com / Iowa / Buena Vista County / Income and Careers

Buena Vista County

- Basic Information
- Population and Races
- Income and Careers**
- Housing
- School District
- Public Schools
- Private Schools
- Public Library
- Weather
- Natural Disasters & Extremes
- Air Quality
- Environmental Watch
- City and City Map
- Zip Code and Maps
- Government
- Iowa State**
- Storm Lake Area**

Buena Vista County Income and Careers

Basic Info Population/Races **Income/Careers** Housing Education Others

As of 2008-2012, the per capita income of Buena Vista County is \$22,965, which is lower than the state average of \$26,545 and is lower than the national average of \$28,051. Buena Vista County median household income is \$46,947, which has grown by 32.99% since 2000. The median household income growth rate is higher than the state average rate of 29.54% and is higher than the national average rate of 26.32%. On average Buena Vista County residents spend 12.5 minutes per day commuting to work, which is lower than the state average of 18.2 minutes and is lower than the national average of 25.4 minutes.

Topics:

[Per Capita Income](#)
[Household Income](#)
[Median Income by Age](#)
[Commuting to Work](#)
[Poverty Level](#)

[Median Workers Income](#)
[Family Income](#)
[Employment Status](#)
[Careers](#)

Hot Iowa Rankings

[Fastest](#) / [Slowest](#) Growing Counties in IA
[Richest](#) / [Poorest](#) Counties by Income in IA
[Expensive](#) / [Cheapest](#) Homes by County in IA
[Most](#) / [Least](#) Educated Counties in IA
[Fastest](#) / [Slowest](#) Growing Cities in IA
[High](#) / [Low](#) IA Cities by Males Employed
[High](#) / [Low](#) IA Cities by Females Employed
[Best](#) / [Worst](#) Cities by Crime Rate in IA
[Richest](#) / [Poorest](#) Cities by Income in IA
[Expensive](#) / [Cheapest](#) Homes by City in IA
[Most](#) / [Least](#) Educated Cities in IA

Per Capita Income, #80

Buena Vista County	22,965 USD
Iowa	26,545 USD
U.S.	28,051 USD

*Based on 2008-2012 data. View [historical per capita income data](#).

IOWA'S GOOD AT GROWING.

Median Individual Worker Income, [see rank](#)

Buena Vista County	25,253 USD
Iowa	28,665 USD
U.S.	30,376 USD

*Based on 2008-2012 data. View [historical median individual worker income data](#).Male Median Individual Worker Income, [see rank](#)

Buena Vista County	30,796 USD
Iowa	34,777 USD
U.S.	35,771 USD

*Based on 2008-2012 data. View [historical male median individual worker income data](#).Female Median Individual Worker Income, [see rank](#)

Buena Vista County	19,680 USD
Iowa	23,120 USD
U.S.	25,299 USD

*Based on 2008-2012 data. View [historical female median individual worker income data](#).

Household Income

Median Household Income, #54

Buena Vista County	46,947 USD
Iowa	51,129 USD
U.S.	53,046 USD

Mean Household Income, [see rank](#)

Buena Vista County	59,324 USD
Iowa	64,881 USD
U.S.	73,034 USD

Median Household Income Growth Since 2000, #46

Buena Vista County	32.99%
Iowa	29.54%
U.S.	26.32%

ATTACHMENT E
UNEMPLOYMENT STATISTICS


[About](#) [Help](#) [Calendar](#)

Measuring Distress - A Tool for Economic Development

A fast simple way to calculate whether a county, region, or neighborhood may meet grant thresholds for unemployment and income. Just select county or tract and the tool will create regions or neighborhoods based on your choices.

Note: If you are experiencing difficulty with the site using an old version of Internet Explorer, please use [Firefox](#) or [Chrome](#).

1. The current geography is **COUNTY**. Click [TRACT](#) to change

2. Select geography with Map and/or the Dropdowns

Show dropdowns for: ☒ Counties ☐ Districts & Metros ☐ States

State: County:

Buena Vista Co., Iowa

You may select
up to 255 counties

3. Year & Month

4. Get Report



You are in **NAVIGATE Mode** (Move Map, Zoom)
Click to switch to **SELECT Mode**

Distress Criteria Statistical Report

Reference Date: **01 / 2014** (All data elements refer to this date or earlier.)

Region Consists of: Buena Vista Co. IA

Report Date: 4/2/2014 10:56:57 AM

Economic Distress Criteria—Primary Elements

	Region	U.S.	Threshold Calculations
24-month Average Unemployment Rate (BLS) period ending January 2014	4.28	7.65	-3.37
2012 Per Capita Money Income (3 year ACS)	\$22,349	\$27,385	81.61%
2012 Per Capita Money Income (5 year ACS)	\$22,965	\$28,051	81.87%
2012 Per Capita Personal Income (BEA)	\$44,042	\$43,735	100.70%
2000 Per Capita Money Income (Decennial Census)	\$16,042	\$21,587	74.31%

Economic Distress Criteria—Geographic Components

	24 Month Unemp	Threshold Calculation	ACS 3 Year PCMI	Threshold Calculation	BEA PCPI	Threshold Calculation	Census PCMI (2000)	Threshold Calculation	ACS 5 Year PCMI	Threshold Calculation
Buena Vista County, IA	4.28	-3.37	\$22,349	81.6	\$44,042	100.7	\$16,042	74.3	\$22,965	81.9

February 2014 (Rate Above) and February 2013 (Rate Below)



ATTACHMENT F
FINANCIAL LETTERS OF SUPPORT



March 31, 2014

SUBJECT: US EDA Planning Assistance Grant Request

To Whom it May Concern:

Storm Lake United is supportive of this US EDA Planning Assistance Grant Request. There are 27 different ethnic groups in the City of Storm Lake. The proposed venture accelerator is envisioned to be a self sustaining center focusing on providing shared resources that compliment the skills and energies of local entrepreneurs. This planning study will fully evaluate the under-engaged and under-reported business opportunities or activities in the community, identify impediments to business creation, growth, or sustainability and look for community wide trends. It will prioritize shared services that may be capable of implementing community wide strategies for mitigating any negative consequences, identify partnerships to provide support services and develop an operational plan.

Sincerely,



Gary Lalone,
Executive Director
Storm Lake United

ATTACHMENT G
LETTERS OF SUPPORT

March 31, 2014



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

SUBJECT: US EDA Planning Assistance Grant Request

To Whom It May Concern

The City of Storm Lake is supportive of this US EDA Planning Assistance Grant Request. There are 27 different ethnic groups in the City of Storm Lake. The proposed venture accelerator is envisioned to be a self sustaining center focusing on providing shared resources that compliment the skills and energies of local entrepreneurs. This planning study will fully evaluate the under engaged and under reported business opportunities or activities in the community, identify impediments to business creation, growth, or sustainability and look for community wide trends. It will prioritize shared services that may be capable of implementing community wide strategies for mitigating any negative consequences, identify partnerships to provide support services and develop an operational plan.

With City Council's approval, the City will secure fifty percent of the planning costs estimated to be \$40,000 through partnerships within the community.

Sincerely,

James Patrick
City Manager
City of Storm Lake

