

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
APRIL 21, 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**
3. **Public Hearing On The Seneca Street Project From HWY7/Milwaukee North Approximately 400 Feet**
4. **Resolution No. 76-R-2013-2014 Approving Plans and Specs and Form of Contract for Seneca Street Project from HWY7/Milwaukee North Approximately 400 Feet**
5. **Motion To Approve Sending Letter To Iowa Department Of Transportation Requesting U-Step Funding For The HWY 7 Widening From Barton To Northwestern Project**
6. **Resolution No. 77-R-2013-2014 Accepting & Awarding Bids On Airport Runway 13/31 Rehabilitation Project**
7. **Ordinance No. 09-O-2013-2014 Amending Chapter 4-3 Of City Code On Solicitors, Peddlers, & Transient Merchants - Second & Third Reading**
8. **Resolution No. 78-R-2013-2014 Updating Fee Resolution**
9. **Authorization To Submit Grant Application To Buena Vista County Community Foundation Grant - Spring 2014 Cycle**
10. **Motion Authorizing Approval Of Engineering Agreement Lake Trail Extension Sunset Park to Circle Park**
11. **Resolution No. 79-R-2013-2014 Authorizing Submittal Of Grant Application To State Of Iowa For Demolition Of Chautauqua Building At Airport**
12. **Motion Approving An Amendment To The Watercraft Rental Agreement With Reel Time Rentals**
13. **Motion Approving An Amendment To The Miniature Golf Lease & Management Agreement**
14. **Approve Agreement With Rebecca & Layton Zylstra To Purchase Land For Well #20**
15. **Contract With Taylor Contracting Co. For Water Distribution Building Construction**
16. **Resolution No. 80-R-2013-2014 Approving Change Order #2, FEMA Contract V - Wastewater Treatment Plant**

17. **Resolution No. 81-R-2013-2014 Approving Change to Compensatory Time Policy**
18. **Resolution No. 82-R-2013-2014 Approving Change Order #3 To FEMA Sanitary Sewer System Mitigation Project, Contract #4**
19. **Resolution No. 83-R-2013-2014 Setting A Public Hearing On Vacating Public Right Of Way**
20. **STUDY SESSION - Review Proposed Storm Lake Storm Water Ordinance**
21. 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

4/21/2014

Agenda Item # A.



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

FROM: Sue Vossberg, Deputy Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe disbursements for approval
- Sunrise Pointe disbursements for approval
- Approve April 7, 2014 City Council Minutes
- Approve liquor license renewals for Moose Lodge (subject to fire inspection), Wal-Mart, and Malarky's Pub
- New on premise beer permit for Restaurante La Original located at 516 W. Milwaukee

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$1,352,457.73
- King's Pointe Bills - \$161,322.03
- Sunrise Pointe Golf Course Bills - \$5,517.96

The City will receive the following revenues:

- Liquor license renewal - \$1,405.00
- New beer permit - \$337.50

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
 List of Bills	List of Bills
 King's Pointe & Sunrise Pointe List of Bills	List of Bills
 Minutes - April 7, 2014	Minutes
 Moose Lodge Liquor Report	Backup Material
 Wal-Mart Liquor Report	Backup Material
 Malarky's Liquor Report	Backup Material
 Restaurante La Original - Liquor Application	Backup Material

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

From: 04/08/14 To 04/21/14
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00553.04.2014 Aflac Pretax	491.72
AFLAC	PR Batch 00553.04.2014 Aflac After tax	160.56
AFLAC	PR Batch 00554.04.2014 Aflac Pretax	50.17
AFLAC	PR Batch 00554.04.2014 Aflac After tax	54.06
City of Storm Lake	PR Batch 00554.04.2014 Dental insurance employee c	1.06
City of Storm Lake	PR Batch 00554.04.2014 Dental employee/spouse	10.85
City of Storm Lake	PR Batch 00554.04.2014 Dental insurance family	32.27
City of Storm Lake	PR Batch 00554.04.2014 125 Flexible Benefits	259.57
City of Storm Lake	PR Batch 00554.04.2014 Flex- Child Care	20.83
City of Storm Lake	PR Batch 00554.04.2014 Health Insurance Family	646.58
City of Storm Lake	PR Batch 00554.04.2014 Health Insurance Single	22.92
City of Storm Lake	PR Batch 00553.04.2014 Dental employee/child	8.46
City of Storm Lake	PR Batch 00553.04.2014 Dental insurance employee c	15.68
City of Storm Lake	PR Batch 00553.04.2014 Dental employee/spouse	18.00
City of Storm Lake	PR Batch 00553.04.2014 Dental insurance family	93.50
City of Storm Lake	PR Batch 00553.04.2014 125 Flexible Benefits	672.44
City of Storm Lake	PR Batch 00553.04.2014 Flex- Child Care	115.38
City of Storm Lake	PR Batch 00553.04.2014 Health Insurance Family	2,007.62
City of Storm Lake	PR Batch 00553.04.2014 Health Insurance Single	317.40
Collection Services Center	PR Batch 00553.04.2014 Child Support Payments to I	628.24
Collection Services Center	PR Batch 00554.04.2014 Child Support Payments to I	325.00
Conseco Health Insurance Co	PR Batch 00553.04.2014 Cancer Pre Tax Insurance	58.30
EFTPS	PR Batch 00553.04.2014 Federal Income Tax	9,984.93
EFTPS	PR Batch 00553.04.2014 FICA Employee Portion	3,793.02
EFTPS	PR Batch 00553.04.2014 FICA Employer Portion	3,793.02
EFTPS	PR Batch 00553.04.2014 Medicare Employee Portion	1,412.58
EFTPS	PR Batch 00553.04.2014 Medicare Employer Portion	1,412.58
EFTPS	PR Batch 00554.04.2014 Federal Income Tax	4,138.05
EFTPS	PR Batch 00554.04.2014 FICA Employee Portion	1,862.35
EFTPS	PR Batch 00554.04.2014 FICA Employer Portion	1,862.35
EFTPS	PR Batch 00554.04.2014 Medicare Employee Portion	524.52
EFTPS	PR Batch 00554.04.2014 Medicare Employer Portion	524.52
ICMA Retirement Trust 457	PR Batch 00554.04.2014 ICMA	1,050.00
ICMA Retirement Trust 457	PR Batch 00554.04.2014 ICMA City Paid	529.18
ICMA Retirement Trust 457	PR Batch 00554.04.2014 ICMA City paid for Police	424.91
ICMA Retirement Trust 457	PR Batch 00553.04.2014 ICMA	885.00
Iowa Public Employees	PR Batch 00553.04.2014 IPERS	3,767.61
Iowa Public Employees	PR Batch 00553.04.2014 IPERS City Share	5,654.44
Iowa Public Employees	PR Batch 00554.04.2014 IPERS	1,524.29
Iowa Public Employees	PR Batch 00554.04.2014 IPERS City Share	2,287.73
ITT Hartford AMS RPVA	PR Batch 00554.04.2014 457 Hartford	100.00
ITT Hartford AMS RPVA	PR Batch 00553.04.2014 457 Hartford	225.00
Muni Fire/Police Retire	PR Batch 00553.04.2014 Muni Police/Fire Pension	2,992.94
Muni Fire/Police Retire	PR Batch 00553.04.2014 Muni Police/Fire Pension Ci	9,590.17
Muni Fire/Police Retire	PR Batch 00554.04.2014 Muni Police/Fire Pension	521.22
Muni Fire/Police Retire	PR Batch 00554.04.2014 Muni Police/Fire Pension Ci	1,670.13
Teamsters Local Union 554	PR Batch 00553.04.2014 Union Dues	254.00
Treasurer State Of Iowa	PR Batch 00553.04.2014 State Income Tax	3,728.79
Treasurer State Of Iowa	PR Batch 00554.04.2014 State Income Tax	1,809.12
WILLIAMS JAMEL	2nd Copy of Utility Refund	54.24

UNAVAILABLE

Department Total = 72,387.30

Police Department

Alliant Energy	Gas Service Feb/Mar 2014	628.53
Alta Body Shop	Towing March 2014	2,355.00

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Bucheli Harley	Seasonal Ads	25.00
Cooke Matthew	ARIDE Training- Sheldon- Cooke	30.00
Digital Ally Inc	Mirror	45.00
Electronic Engineering	Replaced Rear Flasher P-13	245.00
Genesis Development	Janitorial Services- March 2014	600.00
Havens & Havens	1st Quarter Services of 2014	165.00
Iowa Lakes Electric Cooperative	Electric Service- March 2014	58.39
Jack's Uniforms & Equipment	Clear Strobe Tube	131.18
Martin's Flag Co., Inc.	Flags	334.55
MidAmerican Energy Company	Electric Service Feb/Mar 2014	814.75
Neuroth Kevin	Garbage Service March 2014	23.00
NW Ia Youth Emergency Services	Mileage for Transports	20.50
Peterson Jewelry	Brass Plate Engraving- No Tax	30.00
Pilot Tribune	Seasonal Ads	81.98
ProElect/Professional Electronics	Cords	7.29
Prosser Mark	ILEA Graduation	78.96
Purchase Power	Postage April 9, 2014	8.64
Star Energy, LLC	Fuel March 2014	5,725.62
Stille Pierce & Pertzborn	Worker's comp insurance	41,368.23
Storm City Auto Parts	Wiper Blade	12.14
Storm City Auto Parts	Wedge	32.99
Storm Lake Times The	Seasonal Positions	59.38
Wide Open West	Phone Service April 2014	298.71

Police Department	Department Total =	53,179.84
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Park Ranger

Stille Pierce & Pertzborn	Worker's comp insurance	377.26
Universal Credit Services Inc	Park Ranger Background Check- Solem	7.90

Park Ranger	Department Total =	385.16
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Fire Department

A & A Automotive	Repairs to Engine 74 A/C Unit	222.86
Alliant Energy	Gas Service Feb/Mar 2014	898.28
Fitzpatrick Auto Center	Tire Repair	36.00
Helens Commercial Laundry	Laundry Services	23.75
Helens Commercial Laundry	Laundry Services	13.00
Helens Commercial Laundry	Laundry Services	13.00
Helens Commercial Laundry	Laundry Services	23.75
Mangold Environmental Testing	Shipping	6.38
Neuroth Kevin	Garbage Service March 2014	52.00
Overhead Door Co of Sioux City Inc	Service Call to Repair Door	417.00
Phillips & Phillips Trucking	Air Conditioner Repair Aerial #71	777.23
Rosenbauer South Dakota, LLC	Engine 74 A/C Hose	120.76
Stanton Electric, Inc	Lamps	9.46
Star Energy, LLC	Fuel March 2014	572.52
Stille Pierce & Pertzborn	Worker's comp insurance	76,859.97
Storm City Auto Parts	Belt	10.39
Wide Open West	Phone Service April 2014	52.66

Fire Department	Department Total =	80,109.01
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Building Official

Emmons & Olivier Resources Inc	SW Ordnance- Feb 2014	1,520.41
Purchase Power	Postage April 9, 2014	156.94

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Star Energy, LLC	Fuel March 2014	175.96
Stille Pierce & Pertzborn	Worker's comp insurance	2,142.72
Wide Open West	Phone Service April 2014	78.98
Building Official	Department Total =	4,075.01
Animal Care		
Lake Animal Hospital	Board & Disp of Dogs & Cats	280.00
Animal Care	Department Total =	280.00
Law Enforcement		
ATS Logistics Services Inc	Trucking of MPAP	5,000.00
Jack's Uniforms & Equipment	Helmet	348.94
Streicher's	Scope	1,190.00
Law Enforcement	Department Total =	6,538.94
Roadway Maintenance		
Alliant Energy	Gas Service Feb/Mar 2014	1,549.52
Chicago Central & Pacific	Water Pipe Contract	100.00
Graham Tire	New Tire- Air Compressor Trailer	96.77
Hallett Materials	Cold Mix	661.43
Havens & Havens	1st Quarter Services of 2014	1,663.75
Havens & Havens	1st Quarter Services of 2014	165.00
Hunzelman Putzier Company	FY2013 Audit Billing through 3/29/2014	25.00
I&S Group, Inc.	Engineering Services- W 5th St Reconstruction	770.00
I&S Group, Inc.	Engineering Services- Bike Trail	215.00
Iowa Office Supply Inc	Office Supplies	78.07
Koth Donna	Jacobsen 1321 OverSeeder	833.33
MidAmerican Energy Company	Electric Service Feb/Mar 2014	595.18
Neuroth Kevin	Garbage Service March 2014	119.25
Rohr Manufacturing Services, Ltd	Fire Extinguisher Inpection	200.40
Star Energy, LLC	Fuel March 2014	4,224.50
Stille Pierce & Pertzborn	Worker's comp insurance	15,211.46
Stille Pierce & Pertzborn	Cyber Liab Policy- 4/1/14 to 4/1/15	3,719.10
Wide Open West	Phone Service April 2014	50.86
Roadway Maintenance	Department Total =	30,278.62
Street Lighting		
MidAmerican Energy Company	Electric Service Feb/Mar 2014	10,399.02
Street Lighting	Department Total =	10,399.02
Signs & Signals		
General Traffic Controls Inc	Traffic Signal Repairs- First Coop Assoc	890.55
Signs & Signals	Department Total =	890.55
Snow Removal		
Stille Pierce & Pertzborn	Worker's comp insurance	5,842.92

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Snow Removal

Department Total = 5,842.92

Airport

Century Link	Phone Service- April 2014	125.81
Havens & Havens	1st Quarter Services of 2014	522.50
MidAmerican Energy Company	Electric Service Feb/Mar 2014	600.53
Purchase Power	Postage April 9, 2014	8.16
Stille Pierce & Pertzborn	Worker's comp insurance	543.93
Storm Lake Times The	Bid Publications on Runway 13/31	23.40

Airport

Department Total = 1,824.33

Library

Alliant Energy	Gas Service Feb/Mar 2014	1,228.05
Genesis Development	Janitorial Services- March 2014	500.00
MidAmerican Energy Company	Electric Service Feb/Mar 2014	694.81
Neuroth Kevin	Garbage Service March 2014	35.25
Stille Pierce & Pertzborn	Worker's comp insurance	500.73
Wide Open West	Phone Service April 2014	29.40

Library

Department Total = 2,988.24

Band

Stille Pierce & Pertzborn	Worker's comp insurance	35.01
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Band

Department Total = 35.01

Parks Department

Alliant Energy	Gas Service Feb/Mar 2014	165.61
BSN Sports, Inc	Swing Seat & Chain Basketball Nets	645.75
Bucheli Harley	Seasonal Ads	62.50
Central Bank	PayPal Account	25.00
Iowa Office Supply Inc	Personnel Folder Jackets	25.62
Koth Donna	Jacobsen 1321 OverSeeder	833.34
MidAmerican Energy Company	Electric Service Feb/Mar 2014	278.70
Neuroth Kevin	Garbage Service March 2014	68.50
Pilot Tribune	Seasonal Ads	204.96
Star Energy, LLC	Fuel March 2014	1,494.10
Stille Pierce & Pertzborn	Worker's comp insurance	10,037.83
Storm Lake Times The	Seasonal Positions	148.45
Wide Open West	Phone Service April 2014	36.36

Parks Department

Department Total = 14,026.72

Golf Course

Bucheli Harley	Seasonal Ads	37.50
Iowa Office Supply Inc	Personnel Folder Jackets	25.62
Koth Donna	Jacobsen 1321 OverSeeder	833.33
MidAmerican Energy Company	Electric Service Feb/Mar 2014	187.68
Pilot Tribune	Seasonal Ads	122.98
Stille Pierce & Pertzborn	Worker's comp insurance	839.17
Storm Lake Times The	Seasonal Positions	89.06

Golf Course

Department Total = 2,135.34

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Campgrounds

Buena Vista Glass	Fabricated Cube for Registration Board	288.00
Central Bank	Campground Signs	205.25
Custodian of Petty Cash- Sunrise Campgrounds	2014 Campground Laundry Start Up Quarters	60.00
Custodian of Petty Cash- Sunrise Campgrounds	2014 Campground Start-Up Money	200.00
Iowa Office Supply Inc	Personnel Folder Jackets	25.62
MidAmerican Energy Company	Electric Service Feb/Mar 2014	119.55
Stille Pierce & Pertzborn	Worker's comp insurance	1,688.44

Campgrounds	Department Total =	2,586.86
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UNAVAILABLE

King's Pointe Resort	March 2014 Housekeeping Cleaning	765.00
King's Pointe Resort	March 2014 Maintenance	147.00
King's Pointe Resort	March 2014 Orkin Examination	70.00
King's Pointe Resort	March 2014 Water Park Add on Package (13)	1,020.04
King's Pointe Resort	March 2014 Hotel Supplies	255.00
King's Pointe Resort	March 2014 Cottage Brochures	160.00
Kinseth Hospitality Corporation	March 2014 Mangement Fee	392.63
MidAmerican Energy Company	Electric Service Feb/Mar 2014	677.45

UNAVAILABLE	Department Total =	3,487.12
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UNAVAILABLE

Stille Pierce & Pertzborn	April 2014 Renewal	2,487.00
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UNAVAILABLE	Department Total =	2,487.00
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Awaysis

Ahlers & Cooney, P.C.	Oppidan PA Legal Fees	7,738.00
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Awaysis	Department Total =	7,738.00
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Shelter House

Alliant Energy	Gas Service Feb/Mar 2014	291.50
Hott LuAnn	Shelter House Rental Refund- April 2014 Frozen Pipe:	80.00
MidAmerican Energy Company	Electric Service Feb/Mar 2014	186.54

Shelter House	Department Total =	558.04
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UNAVAILABLE

Neuroth Kevin	Garbage Service March 2014	77.75
Stille Pierce & Pertzborn	Excess Liab- 4/1/14 to 4/1/15	22,725.00
Stille Pierce & Pertzborn	April 2014 Property & Inland Marine Renewal	40,405.00
Stille Pierce & Pertzborn	Cyber Liab Policy- 4/1/14 to 4/1/15	5,313.00
Stille Pierce & Pertzborn	Comm & Liquor Liab Hotel- 4/1/14 to 4/1/15	27,495.10
Storm Lake Times The	Disb 2/12 to 2/24	12.00
Storm Lake Times The	Disb 2/25 to 3/5	33.20

UNAVAILABLE	Department Total =	96,061.05
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Economic Develop

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Central Bank	SMART Conference Registration	65.00
Genesys Conferencing	Conference Calls	18.71
Havens & Havens	1st Quarter Services of 2014	165.00
Havens & Havens	1st Quarter Services of 2014	742.50
Havens & Havens	1st Quarter Services of 2014	5,678.75
Price Jennifer A	Research & Preservation	2,000.00
RDG IA Inc	Prof Services- Main St Facades through 3/31/2014	6,917.82
Stille Pierce & Pertzborn	Worker's comp insurance	217.40
Storm Lake Times The	Notice of Intent to Release Funds	24.40
Storm Lake Times The	Proposal to Enter Dev Agreement with Lake Invest	17.20
Wide Open West	Phone Service April 2014	26.33
Economic Develop	Department Total =	15,873.11
Bargloff TIF		
Ahlers & Cooney, P.C.	Urban Renewal Legal Fees Through 3/19/2014	302.50
Ahlers & Cooney, P.C.	Bargloff URA Legal Fees Through 3/19/2014	209.00
Ahlers & Cooney, P.C.	Urban Revite Legal Fees Through 3/19/2014	3,208.55
Bargloff TIF	Department Total =	3,720.05
#4 LMI Housing URA		
Ahlers & Cooney, P.C.	#4 LMI Housing URA Amendment Legal Fees Throug	1,345.18
Ahlers & Cooney, P.C.	10th St Townhomes Dev Agreement Legal Fees Throu	3,780.33
#4 LMI Housing URA	Department Total =	5,125.51
Storm Lake Sub-Division #5		
Havens & Havens	1st Quarter Services of 2014	577.50
Real Estate Specialists of Storm Lake, Inc	City SubDivision Land Aquisition	59,814.80
Storm Lake Sub-Division #5	Department Total =	60,392.30
Dredging		
Stille Pierce & Pertzborn	Worker's comp insurance	2,633.45
Dredging	Department Total =	2,633.45
Mayor, Council, Manager		
Stille Pierce & Pertzborn	Worker's comp insurance	109.66
Mayor, Council, Manager	Department Total =	109.66
Policy & Administration		
Stille Pierce & Pertzborn	Worker's comp insurance	202.28
Policy & Administration	Department Total =	202.28
Legal Services		
Havens & Havens	1st Quarter Services of 2014	5,101.25

Legal Services

Department Total = 5,101.25

City Hall Building

Alliant Energy	Gas Service Feb/Mar 2014	409.88
Central Iowa Distributing, Inc	Power Nozzle Hose	7.69
Genesis Development	Janitorial Services- March 2014	200.00
Julius Dennis R.	Entrance Mats	28.40
Julius Dennis R.	Entrance Mats	28.40
MidAmerican Energy Company	Electric Service Feb/Mar 2014	433.77
Neuroth Kevin	Garbage Service March 2014	27.00
Schumacher Elevator Company	Elevator Maintenance	182.55
Stanton Electric, Inc	Light Repairs	45.00
Stanton Electric, Inc	Ballast Repairs	69.64
Wide Open West	Phone Service April 2014	90.44

City Hall Building

Department Total = 1,522.77

Tort Liability

Stille Pierce & Pertzborn	Comm Gen Liab & Liquor Liab OWP- 4/1/14 to 4/1/15	8,459.00
Stille Pierce & Pertzborn	Comm & Liquor Liab Cottages- 4/1/14 to 4/1/15	1,628.00
Stille Pierce & Pertzborn	Addition of Police Armored Truck	425.00
Stille Pierce & Pertzborn	April 2014 Renewal	75,390.33
Stille Pierce & Pertzborn	April 2014 Property Renewal- OWP	8,418.00
Stille Pierce & Pertzborn	April 2014 Property Renewal- Cottages	1,423.00
Stille Pierce & Pertzborn	April 2014 Liquor Liability Renewal	1,141.30
Stille Pierce & Pertzborn	April 2014 Special Event Liability Renewal	2,090.70
Stille Pierce & Pertzborn	Cyber Liab Policy- 4/1/14 to 4/1/15	4,516.07

Tort Liability

Department Total = 103,491.40

Other Policy & Administration

Buena Vista Co Recorder	Resolution	47.00
Buena Vista Co Recorder	Als Incorporated Agreement	12.00
Central Bank	Sheraton- Iowa City- Patrick	61.98
Central Bank	DesMoines Register Subscription	10.00
Fridley Theatres, Inc RL	Movie Passes	600.00
Gunter Patricia	Liquor License Refund 4/1/2014	422.50
Hunzelman Putzier Company	FY2013 Audit Billing through 3/29/2014	125.00
IAPELRA	IAPELRA 2014 Spring Conference- Registration- Mo	16.67
IAPELRA	IAPELRA 2014 Spring Conference- Registration- Yar	16.66
Iowa Office Supply Inc	Office Supplies	4.98
Iowa Office Supply Inc	Personnel Folder Jackets	25.63
NW IA League of Cities	Meeting Expense	30.00
Pilot Tribune	Auction Items Ad	51.24
Purchase Power	Postage April 9, 2014	291.34
Qualified Presort Service, LLC	Print Newsletter	199.96
Storm Lake Times The	Dredge Deckhand Ad	324.00
Storm Lake Times The	Auction Items	16.88
Storm Lake Times The	Auction Items	33.75
Storm Lake Times The	Auction Items	16.88
Storm Lake Times The	Claims 2/18 to 3/3	35.38
Storm Lake Times The	Regular Meeting March 3, 2014	38.20
Storm Lake Times The	Regular Meeting March 17, 2014	35.00
Storm Lake Times The	Claims 3/4 to 3/17	36.54

Other Policy & Administration

Department Total = 2,451.59

Water Administration

Central Bank	Sheraton- Iowa City- Patrick	61.97
Genesis Development	Janitorial Services- March 2014	200.00
Hunzelman Putzier Company	FY2013 Audit Billing through 3/29/2014	25.00
IAPELRA	IAPELRA 2014 Spring Conference- Registration- Mo	16.67
IAPELRA	IAPELRA 2014 Spring Conference- Registration- Yar	16.67
Purchase Power	Postage April 9, 2014	10.37
Qualified Presort Service, LLC	Monthly Statements	392.42
Qualified Presort Service, LLC	Final Bills	2.22
Qualified Presort Service, LLC	ACH Statements	92.99
Qualified Presort Service, LLC	Final Bills	9.02
Stille Pierce & Pertzborn	Cyber Liab Policy- 4/1/14 to 4/1/15	4,781.70
Stille Pierce & Pertzborn	Worker's comp insurance	2,105.29
Wide Open West	Phone Service April 2014	76.94

Water Administration

Department Total = 7,791.26

Water Plant

Alliant Energy	Gas Service Feb/Mar 2014	1,578.16
Buena Vista Glass	Sight Well Glass	60.00
City of Storm Lake	Serviced Engine & Cleaned Sludge #86	55.75
City of Storm Lake	Serviced Engine #84	52.72
Crescent Electric Supply Co	Exit Signs	47.87
Crescent Electric Supply Co	Exit Signs	138.24
Fastenal Company	Welding Rod	175.60
Foundation Analytical Laboratory Inc	Chlorite Testing	240.00
Foundation Analytical Laboratory Inc	Iron & Mang. Testing	60.00
Foundation Analytical Laboratory Inc	Nitrite Testing	15.00
Foundation Analytical Laboratory Inc	Fluoride Testing	15.00
Foundation Analytical Laboratory Inc	Coliforms Testing	120.00
Grainger Inc W.W.	Gas Monitor	834.50
Havens & Havens	1st Quarter Services of 2014	990.00
Havens & Havens	1st Quarter Services of 2014	275.00
Hickman, Williams & Company	Lime	4,375.24
Hickman, Williams & Company	Lime Freight	261.16
Hickman, Williams & Company	Lime	4,503.40
Hickman, Williams & Company	Lime Freight	268.81
MidAmerican Energy Company	Electric Service Feb/Mar 2014	14,044.84
Mike's Electronics Inc	Well 11 Programming	140.00
Mike's Electronics Inc	Backwash Blower	119.15
Mike's Electronics Inc	Well 4 Transformer	575.00
Mike's Electronics Inc	Well 7 Communications	80.00
Mike's Electronics Inc	SCADA I/O Card	245.00
Neuroth Kevin	Garbage Service March 2014	69.00
Sid Tool Co, Inc	Gasket materials/Tube Cutter	276.04
Star Energy, LLC	Fuel March 2014	303.91
Stille Pierce & Pertzborn	April 2014 Renewal	75,390.33
Stille Pierce & Pertzborn	Worker's comp insurance	5,939.95
University of Iowa	Chlorite Testing	38.00
University of Iowa	Chlorite Testing	114.00
Wide Open West	Phone Service April 2014	152.88

Water Plant

Department Total = 111,554.55

Water Distribution

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

Checks for Approval Report

From: 04/08/14 To 04/21/14
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Alliant Energy	Gas Service Feb/Mar 2014	86.29
MidAmerican Energy Company	Electric Service Feb/Mar 2014	88.21
Star Energy, LLC	Fuel March 2014	559.97
Stille Pierce & Pertzborn	Worker's comp insurance	4,234.12
Wide Open West	Phone Service April 2014	74.42

Water Distribution

Department Total = 5,043.01

Water Meters

Star Energy, LLC	Fuel March 2014	213.21
Stille Pierce & Pertzborn	Worker's comp insurance	2,143.24

Water Meters

Department Total = 2,356.45

Wastewater Administration

Alliant Energy	Gas Service Feb/Mar 2014	86.29
Central Bank	Sheraton- Iowa City- Patrick	61.97
Genesis Development	Janitorial Services- March 2014	200.00
Hunzelman Putzier Company	FY2013 Audit Billing through 3/29/2014	25.00
IAPELRA	IAPELRA 2014 Spring Conference- Registration- Yar	16.67
IAPELRA	IAPELRA 2014 Spring Conference- Registration- Mo	16.66
John Hall & Associates, PLLC	Feb 2014- Nutrient Strategy Legal Fees	56.58
Purchase Power	Postage April 9, 2014	10.37
Qualified Presort Service, LLC	ACH Final Bill	0.57
Qualified Presort Service, LLC	ACH Statements	92.99
Qualified Presort Service, LLC	Final Bills	2.22
Qualified Presort Service, LLC	Monthly Statements	392.41
Stille Pierce & Pertzborn	Worker's comp insurance	2,102.70
Stille Pierce & Pertzborn	Cyber Liab Policy- 4/1/14 to 4/1/15	4,781.70
Wide Open West	Phone Service April 2014	90.10

Wastewater Administration

Department Total = 7,936.23

Wastewater Treatment Plant

Alliant Energy	Gas Service Feb/Mar 2014	1,617.66
Central Bank	Manuals for McCleary- WWTP	112.00
Central Bank	Antena's (2)	318.00
Foundation Analytical Laboratory Inc	N, P, Chloride, Sulfate Testing	592.00
Grainger Inc W.W.	MCC Hour Meter	79.10
Grainger Inc W.W.	Memorial Station Repairs	97.20
Iowa Division of Labor	Boiler Inspection Memorial	105.00
MidAmerican Energy Company	Electric Service Feb/Mar 2014	7,972.00
Mike's Electronics Inc	Emerald & 4 Lifts Comm	455.00
Mike's Electronics Inc	Memorial & Scout Services	170.00
Napa Auto Parts	Fitting	4.69
NCL of Wisconsin Inc	Distiller Repair- Flask Boiling	189.78
NCL of Wisconsin Inc	Portable DO Probe	258.78
Neuroth Kevin	Overpayment of Jan & Feb 2014	-86.80
North Lake Truck Repair	Tanker Brake Repairs	404.91
Rohr Manufacturing Services, Ltd	Fire Extinguisher Inspection	398.20
Star Energy, LLC	Fuel March 2014	770.60
Stille Pierce & Pertzborn	April 2014 Renewal	75,390.34
Stille Pierce & Pertzborn	Worker's comp insurance	5,939.95
Trimark Physicians Group	TVW Hep B Shots	127.00
US Peroxide, LLC	Facility Maintenance Agreement	750.00
Zee Medical Inc	First Aid Supplies	207.05

Wastewater Treatment Plant

Department Total = 95,872.46

Wastewater Collection

Eriksen Construction Co, Inc	Pay Estimate #8 of Contract #4 through 3/31/2014	40,025.54
Eriksen Construction Co, Inc	Pay Estimate #8 of Contract #4 through 3/31/2014	5,336.74
Eriksen Construction Co, Inc	Pay Estimate #8 of Contract #4 through 3/31/2014	8,005.11
Gridor Construction, Inc	Pay Estimate #12 of Contract #5 through 3/31/2014	198,942.82
Gridor Construction, Inc	Pay Estimate #12 of Contract #5 through 3/31/2014	26,525.71
Gridor Construction, Inc	Pay Estimate #12 of Contract #5 through 3/31/2014	39,788.57
Havens & Havens	1st Quarter Services of 2014	838.75
Magney Construction Inc	Pay Estimate #2 of Contract #6 through 3/31/2014	92,929.95
Rehab Systems Inc.	Contract #3 Jet/Vac Cleaning & Televising	6,243.75
Rehab Systems Inc.	Contract #3 Jet/Vac Cleaning & Televising	832.50
Rehab Systems Inc.	Contract #3 Jet/Vac Cleaning & Televising	1,248.75
Star Energy, LLC	Fuel March 2014	288.48
Stille Pierce & Pertzborn	Worker's comp insurance	4,266.38

Wastewater Collection

Department Total = 425,273.05

Landfill

Hunzelman Putzier Company	FY2013 Audit Billing through 3/29/2014	25.00
Purchase Power	Postage April 9, 2014	5.18
Qualified Presort Service, LLC	Final Bills	2.22
Qualified Presort Service, LLC	Monthly Statements	392.41
Qualified Presort Service, LLC	ACH Statements	92.99
Stille Pierce & Pertzborn	Worker's comp insurance	46.16
Stille Pierce & Pertzborn	Cyber Liab Policy- 4/1/14 to 4/1/15	1,328.25

Landfill

Department Total = 1,892.21

Storm Water Administration

Central Bank	Foam Shapes for Storm Water Training	15.24
Genesis Development	Janitorial Services- March 2014	200.00
Hunzelman Putzier Company	FY2013 Audit Billing through 3/29/2014	25.00
Qualified Presort Service, LLC	ACH Statements	92.99
Qualified Presort Service, LLC	Final Bills	6.46
Qualified Presort Service, LLC	Monthly Statements	392.41
Qualified Presort Service, LLC	Final Bills	2.22
Stille Pierce & Pertzborn	Worker's comp insurance	347.77
Stille Pierce & Pertzborn	Cyber Liab Policy- 4/1/14 to 4/1/15	2,125.20

Storm Water Administration

Department Total = 3,207.29

Storm Water Collection

Bolton & Menk, Inc	Engineering Services Through 3/31/2014- N Central S	15,489.50
Buena Vista Co Recorder	N Central SW Recording Fees for Purchase	32.00
Drahota Rebecca	Temporary Easement- 4/7/2014	1.00
Emmons & Olivier Resources Inc	Exp Blvd Eng- Feb 2014	2,278.25
Emmons & Olivier Resources Inc	Exp Blvd Eng- Nov 2013	1,006.50
Havens & Havens	1st Quarter Services of 2014	1,592.25
Havens & Havens	1st Quarter Services of 2014	1,938.75
Havens & Havens	1st Quarter Services of 2014	398.75
Mach, Hansen, Gadd, Armstrong & Brown Trust Acct	Temp & Permanent Easement	35,700.00
Real Estate Specialists of Storm Lake, Inc	N Central SW Land Aquisition	25,185.20

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

Checks for Approval Report

From: 04/08/14 To 04/21/14
User: tyler.gibbins

Stille Pierce & Pertzborn	Worker's comp insurance	1,744.09
Storm Water Collection		Department Total = 85,366.29
Street Cleaning		
Municipal Pipe Tool Co., LLC	Street Sweepert Supplies	202.10
Stille Pierce & Pertzborn	Worker's comp insurance	1,576.89
Street Cleaning		Department Total = 1,778.99
UNAVAILABLE		
Wiebers Fitness	March 2014 Punch Cards	418.48
UNAVAILABLE		Department Total = 418.48
Vehicle Maintenance		
Butler Machinery Company	Oil & Fuel Filter for P-3	185.30
Fastenal Company	Supplies	4.89
Fastenal Company	Headless Set Screws	3.24
Fitzpatrick Auto Center	Rods	168.69
Reinert Michael P	Supplies	10.20
Reinert Michael P	Supplies	28.50
Storm Lake Hydraulics Co Inc	Supplies	24.08
Storm Lake Hydraulics Co Inc	Supplies	49.50
Storm Lake Hydraulics Co Inc	Supplies	13.66
Vehicle Maintenance		Department Total = 488.06
Technology		
Environmental Systems Research Inst	Arc GIS Desktop Maintenance	3,900.00
Wide Open West	Internet Service April 2014	661.95
Technology		Department Total = 4,561.95
	Grand Total =	1,352,457.73

King's Pointe Resort
Disbursements 4/02/2014 through 4/15/2014

Vendor Name	Description	Amount
Ace Hardware	supplies	41.94
American Hotel Register Co.	supplies	219.45
Ameripride Services	supplies	592.07
Bomgaars Supply Inc. (2)	supplies	257.91
Booking.com	commission	132.30
Chelsea Bork	reimbursement	337.77
Burke Engineering Sales Co.	supplies	119.04
Capital Sanitary Supply Co.	supplies	848.94
Cedar Valley Bank & Trust	payment	1,056.86
City of Storm Lake	water	4,182.13
Color-ize	supplies	1,508.73
Commlog	supplies	45.28
Copper Cottage	repairs	248.00
Ferguson Enterprises, Inc. (2)	supplies	529.19
First National Bank - Omaha (2)	credit card	1,625.85
Fridley Theatres	movie passes	1,800.00
G & R Controls Inc.	repairs	542.44
Hawk-I Electric Inc.	repairs	756.41
Hy-Vee Food Stores (2)	food	546.89
Kinseth Hotel Corporation (2)	payroll	90,583.13
Knology Inc DBA WOW Cable	cable, telephone	2,943.90
Lake Electric Supply (2)	supplies	315.92
Pepsi-Cola Bottling Co (2)	beverages	1,505.82
Red Book Solutions	supplies	46.65
Jayme Riedell	reimbursement	182.02
Seminole Retail Energy Serv.	utilities	13,232.50
Shoe for Crews	supplies	48.96
Swank Motion Pictures	advertising	872.00
Sysco Guest Supply LLC	supplies	539.16
Treasurer State of Iowa	sales tax	17,700.00
United Parcel Service (2)	shipping	71.84
US Foods (2)	food	15,876.74
Al's Liquor	beverages	591.32
Doll Distributing	beverages	792.35
Johnson Brothers/ Iowa Wine & Bev	beverages	491.90
Sara Kreutz	entertainment	100.00
Wal-Mart	supplies	36.62
Totals		161,322.03

Sunrise Pointe Golf Course
Disbursements 4/02/2014 through 4/15/2014

Color-ize	supplies	52.50
Fire Proof Plus Inc.	inspection	436.00
Julius Cleaners	cleaning	3.80
Kinseth Hotel Corporation (2)	payroll, mgmt fee, work comp	2,675.54
Knology Inc DBA WOW Cable	phone, cable	96.54
Lake Electric Supply	supplies	217.20
Star Promotions	supplies	435.22
Alliant Energy	utilities	1,119.51
Doll Distributing	beverages	481.65
Totals		5,517.96

These are Draft Minutes Subject to Final Council Approval

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, APRIL 7, 2014, 5:00 P.M.

Present: Mayor Jon Kruse, Council Members Dan Anderson, Bruce Engelmann, David Walker, Sara Huddleston, and Mike Porsch. Absent: None. Staff present: City Manager Jim Patrick, City Attorney Phil Havens (5:04PM), 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 5:00pm.

Hear the Public – None

Consent Agenda – Moved by Council Member Walker to approve the consent agenda which included checks #45381 through #45583, minutes from the March 17, 2014 council meeting, liquor license renewal for Puff's, temporary outdoor service area for Puff's on May 3, 2014, appointment of Sonia Banuelos to the Storm Water Advisory Board with term expiring 7/1/2016, and a temporary construction easement with Rebecca Drahota for storm sewer pipe installation. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

BVU Noise Variances – Moved by Council Member Engelmann to approve a noise variance for April 30, 2014 from 4:30pm until 6:00pm at 27 Peterson Drive; noise variance on May 4, 2014 from 3:00pm until 8:00pm at 27 Peterson Drive and noise variance on May 16, 2014 from 3:00pm until 10:00pm at the BVU sand volley ball court near Iowa and Early Streets. Seconded by Council Member Porsch. Vote: All ayes with Council Member Walker abstaining. Motion carried.

Moved by Council Member Anderson to approve a noise variance for an outdoor concert at the BVU central campus area on Friday, May 9, 2014 between the hours of 5:00pm and 11:00pm. Seconded by Council Member Porsch. Vote: All ayes with Council Member Walker abstaining. Motion carried.

Pizza Ranch Development Agreement – Mayor Kruse opened the public hearing on the proposed development agreement with Lakes Investment Group, LLC and Storm Lake Ranch, LLC for the Pizza Ranch Development stating that this was the time and place for any comments. Hearing no comments the Mayor then closed the public hearing.

Moved by Council Member Porsch to adopt Resolution No. 74-R-2013-2014 approving a development agreement with Lakes Investment Group, LLC and Storm Lake Ranch, LLC for the Pizza Ranch Development. Seconded by Council Member Anderson. Vote: All

ayes. Motion carried.

RESOLUTION NO. 74-R-2013-2014

**RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
AMONG THE CITY OF STORM LAKE, LAKES
INVESTMENT GROUP, L.L.C. AND STORM LAKE RANCH,
L.L.C**

WHEREAS, by Resolution No. 08-R-2010-2011, adopted July 19, 2010, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the North #1 - Bargloff Urban Renewal Plan (the "Plan") for the North #1 - Bargloff Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Buena Vista County; and

WHEREAS, by Resolution No. 42-R-2013-2014, adopted December 2, 2013, this City Council approved and adopted an Amendment No. 1 to the Plan; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from Lakes Investment Group, L.L.C. (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and among the City, Developer and Storm Lake Ranch, L.L.C. ("Tenant"), pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the North #1 - Bargloff Urban Renewal Area as defined and legally described in the Agreement and consisting of the construction of an approximately 5,374 square foot restaurant, as well as parking, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to three (3) consecutive annual payments of a percentage of Tax Increments to Developer, the cumulative total for all such payments not to exceed the lesser of \$52,080, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement also proposes that the City will install a six-inch water line to the Development Property at an estimated cost of \$44,700, and will lower the top of an existing stormwater manhole at an estimated cost of \$1,500; and

WHEREAS, one of the obligations of Developer relates to employment retention and/or creation; and

WHEREAS, Iowa Code Chapters 15A and 403 authorize cities to make loans and grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of loans and grants to the Developer in connection with the development of the Development Property under the terms set forth

in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

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

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Vilas Road Sub-Drain – Moved by Council Member Huddleston to approve a contract with Healy Excavating from Lake View, Iowa for the Vilas Street Subdrain Installation Project. Contract cost is \$23,433.22. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Seneca Street Project – Moved by Council Member Anderson to adopt Resolution No. 75-R-2013-2014 setting Monday, April 21, 2014 as the date for a public hearing on the plans, specifications, and form of contract for the Seneca Street Project from HWY7/Milwaukee North approximately 400 feet. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

RESOLUTION NO. 75-R-2013-2014

**RESOLUTION SETTING PUBLIC HEARING ON THE PLANS,
SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR
THE CITY OF STORM LAKE SENECA STREET RECONSTRUCTION – 2014**

WHEREAS, the City Council of the City of Storm Lake, Iowa sets Monday, April 21, 2014 at 5:00pm for the Public Hearing on the plans, specifications, form of contract and estimate of cost for the Seneca Street Reconstruction – 2014.

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

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Lime Storage & Sodium Chlorite Feed – Moved by Council Member Anderson to approve an engineering agreement with Bolton & Menk for the Water Treatment Plant Improvement Project – Lime Sludge Storage Facility & Sodium Chlorite Feed System. Cost of agreement not to exceed \$125,000. Seconded by Council Member Walker. Vote: All ayes. Motion carried.

Zoning Ordinance – Moved by Council Member Engelmann to pass on 3rd reading Ordinance No. 07-O-2013-2014 amending the City of Storm Lake zoning and subdivision regulations and adopting the official zoning map. Seconded by Council Member Walker. Vote: All ayes with Council Member Anderson voting nay. Motion carried.

ORDINANCE NO. 07-O-2013-2014

AN ORDINANCE AMENDING THE CITY OF STORM LAKE ZONING AND SUBDIVISION REGULATIONS AND ADOPTING THE OFFICIAL ZONING MAP

WHEREAS, the City Council of the City of Storm Lake, State of Iowa, is granted the power to adopt zoning and subdivision regulations as per Iowa Code Chapters 414 and 354 ; and

WHEREAS, the City Council of the City of Storm Lake deems it necessary to regulate the use and development of land in order to consider the protection of soil from wind and water erosion; to encourage efficient urban development patterns; to lessen congestion in the street; to secure safety from fire, flood, panic, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to promote the conservation of energy resources; to promote reasonable access to solar energy; to facilitate the adequate and efficient provision of transportation, water, sewerage, schools, parks, and other public requirements; and to carry out certain goals and strategies identified in the Storm Lake Comprehensive Plan; and

WHEREAS, Iowa Code Chapter 414.3 requires that zoning regulations be made in accordance with a comprehensive plan; and

WHEREAS, the City of Storm Lake adopted an updated comprehensive plan by Resolution No. 94-R-2012-2013 on February 18, 2013; and

WHEREAS, revisions to the zoning and subdivision regulations have been recommended for the purposes of ensuring consistency with the comprehensive plan, correcting technical errors and omissions, and enhancing clarity and usability; and

WHEREAS, the Planning and Zoning Commission has held a series of meetings in 2013 and 2014 discussing and reviewing changes including public hearings held on October 28th and November 25th of 2013 and February 10th, 2014; and

WHEREAS, the Planning and Zoning Commission has recommended approval of the proposed zoning and subdivision regulations and map amendments.

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

Section 1. Adoption of the Zoning Ordinance by reference: The City Council of the City of Storm Lake, State of Iowa, hereby adopts the 2014 Zoning Ordinance, a copy of which is attached and incorporated by reference, and which is an ordinance regulating the use and location of buildings and sites; establishing certain base zoning districts for residential, commercial, institutional, industrial and open spaces; providing standards for building setbacks, heights, lot cover and other spatial requirements; providing standards for minimum lot sizes and dimensions; establishing certain overlay districts for special uses and design parameters; providing certain supplemental use regulations for use such as horticulture, urban animal husbandry, residential uses, downtown residential uses, institutional uses, and commercial/industrial uses; providing requirements for certain site improvements such as parking, landscaping, lighting, circulation, and signage; and providing for administrative procedures to secure proper development entitlements.

Section 2. Adoption of the Subdivision Ordinance by reference: The City Council of the City of Storm Lake, State of Iowa, hereby adopts the 2014 Subdivision Ordinance, a copy of which is attached and incorporated by reference, and which is an ordinance regulating the division of lands; providing procedures and rules for the processing of plats; providing guidelines for subdivision layout and design including preservation of open space and natural features; providing requirements for access and circulation; requiring the provision of public improvements including sanitary sewer, potable water, storm water infrastructure and utilities; and providing for the necessary dedication of public lands, financial guarantees and development agreement mechanisms to administer installation of public improvements.

Section 3. Adoption of the official zoning map by reference: The City Council of the City of Storm Lake, State of Iowa, hereby adopts the 2014 Zoning Map as its official zoning

map.

Section 4. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Chapters 414 and 354 of the Code of Iowa, as amended, with respect to establishing zoning regulations and regulating the platting, division, and subdivision of land.

Section 5. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

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

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Purchase of Land – Moved by Council Member Walker to approve the purchase of 13.5 acres of land from the Ruth and Dave Peterson family. Cost of land purchase \$85,000. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Urban Revitalization Plan – Moved by Council Member Porsch to pass on 3rd reading Ordinance No. 08-O-2013-2014 adopting Amendment #1 to the Urban Revitalization Plan. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

ORDINANCE NO. 08-O-2013-2014

ORDINANCE DESIGNATING AMENDMENT NO. 1 TO THE STORM LAKE URBAN REVITALIZATION AREA OF THE CITY OF STORM LAKE, IOWA

WHEREAS, Chapter 404 of the Code of Iowa, the "Act", authorizes cities by ordinance to designate revitalization areas if such areas meet the criteria of the Act and if the City completes the procedural requirements of the Act; and

WHEREAS, pursuant to the Act, this Council did, by Resolution No. 48-R-2004-2005 on February 21, 2005 adopt an urban revitalization plan for certain permitted commercial and residential development for the City of Storm Lake, Iowa, called the Storm Lake Urban Revitalization Plan ("Plan") for the Storm Lake Urban Revitalization Area ("Area" or "Revitalization Area"); and

WHEREAS, Amendment No. 1 ("Amendment") to the Plan has been adopted, the purpose of which is to extend the expiration date of the Plan, amend the legal description

to include the entire City limits as of January 1, 2014, provide that future annexed property shall be automatically included within the Area, and prohibit any eligibility for exemptions under this Plan for properties located within a current or future urban renewal area; and

WHEREAS, the Area so designated has heretofore been found to meet the criteria of the Act; and

WHEREAS, the revitalization of the Area so described will enhance the rehabilitation, conservation, redevelopment, economic development, or a combination thereof of the Area and is necessary in the interest of the public health, safety, or welfare of the residents of the City, and the area substantially meets the criteria of section 404.1; and

WHEREAS, notice of the public hearing was published per the requirements for amendments to urban renewal plans pursuant to Chapter 404; and

WHEREAS, pursuant to the provisions of the Act, the City has held a public hearing on the proposed Amendment No. 1 for said Storm Lake Urban Revitalization Area; and

WHEREAS, pursuant to the provisions of the statute, the City has adopted the Amendment No. 1 to the Storm Lake Urban Revitalization Area on March 3, 2014.

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

Section 1. That in accordance with Chapter 404 of the Code of Iowa, and as a result of the adoption of Resolution No. 69-R-2013-2014 on March 3, 2014, the legal description of the Storm Lake Urban Revitalization Area now contains the following property:

Entire corporate limits as of January 1, 2014. The Area shall also include all area annexed into the City after January 1, 2014, effective immediately upon the effective date of the annexation of such area

be and the same is hereby designated as a Revitalization Area under the Act, which shall be known as Amendment No. 1 to Storm Lake Urban Revitalization Area of the City of Storm Lake, Iowa.

Section 2. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 3. That if any section, provision 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 section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

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

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Solicitors, Peddlers & Transient Merchants Licensing – Moved by Council Member Huddleston to pass on 1st reading Ordinance No. 09-O-2013-2014 amending Chapter 4-3 of the City Code on Solicitors, Peddlers, & Transient Merchants. Seconded by Council Member Walker. Vote: All ayes. Motion carried.

Haahr Easement – Moved by Council Member Anderson to approve a temporary and permanent easement with James & Gretchen Haahr for the installation of a storm water pipe at 1404 Shoreway Road. Seconded by Council Member Walker. Vote: All ayes. Motion carried.

Tax Abatement – Moved by Council Member Walker to approve an application for tax abatement for 820 West 5th Street. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Rental Housing Report – Scott Olesen, Building Official, gave the annual rental housing report to the City Council.

Council Member Walker provided an update on Fiesta Latina which is put on by the BVU students and they have received an award.

Adjournment – Moved by Council Member Walker to adjourn the meeting at 5:43pm. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Jon F. Kruse, Mayor

ATTEST: Justin Yarosevich, City Clerk

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: April 15, 2014

REFERENCE: LIQUOR LICENSE RENEWAL
LOYAL ORDER OF THE MOOSE LODGE
527 ERIE ST

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

	03-27-12 to 04-07-13	04-08-13 to 04-13-14
INCIDENTS		
Ambulance Call	0	1
Assault	0	1
Bar Check	0	1
Business Security	7	2
Citizens Assist	0	1
Insufficient Funds Checks	0	1
Keys Locked in Car	1	1
Motorist Assist	1	0
Open Window/Door	1	0
Pedestrian Stop	1	0
Station Assignment	2	0
ARRESTS	none	none

Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: April 15, 2014

REFERENCE: LIQUOR LICENSE RENEWAL
WAL-MART
1831 N LAKE AVE

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

	03-27-12 to 04-07-2013	04-08-13 to 04-13-2014
INCIDENTS		
9-1-1 Hang-up	22	14
Abandoned Vehicle	0	1
Accident	30	10
Ambulance Assist	1	6
Animal Complaint	8	8
Arrest	1	0
Assault	1	0
Burglary	1	1
Business Assist	18	20
Business Escort	0	1
Business Security	282	232
Case Investigation	2	0
Child Abuse	2	2
Citizen Assist	18	4
Citizen Complaint	1	1
City/County Department Assist	1	1
Civil Standby	0	1
Criminal Mischief	1	2
Disturbance/Loud Noise/Party	4	1
Drivers License Check	0	1
Drug Investigation	4	3
Execute Search Warrant	0	1
Fight	0	1
Fire Department Assist	1	0
Forgery	1	2

Found Property	3	3
Juvenile Problem	2	0
General Information	3	3
Gun Call	0	2
Harassment	3	8
Hazmat Response	1	0
Hit and Run	0	4
Interpretation	2	3
Intoxicated Driver	1	2
Intoxicated Pedestrian	2	0
K9 Vehicle Search	1	0
Keys Locked In Car	67	71
Law Department Assist	4	5
Lost Child	1	0
Lost Property	2	5
Meeting	1	0
Missing Person	1	0
Motorist Assist	13	5
No Contact Order	1	0
Parking Complaint	2	0
Pedestrian Stop	2	0
PR/Talk/Presentation	3	7
Reckless Driver	2	3
Registration Check	1	1
Scam	0	1
School Resource Counseling	1	0
Station Assignment	56	50
Street Beat	166	192
Subpoena Service	8	0
Suicide Threat	1	0
Suspicious Activity	2	3
Suspicious Person	8	3
Suspicious Vehicle	1	3
Theft	71	68
Trespass	8	9
Truancy	1	0
Vehicle Maintenance	1	0
Vehicle Search	0	2
Vehicle Stop	62	56
Wants/Warrants Check	2	0
Warrant Service	5	2
Welfare Check	7	8
White Summons	1	0

ARRESTS

Aiding and Abetting	0	2
Assault	2	1
Disorderly Conduct	3	2
Fail to Affix Drug Tax Stamp	0	1
Harassment	2	2
Interference With Official Acts	1	1
Possession of Controlled Substance	1	5
Possession Drug Paraphernalia	0	3
Possession of Precursors	0	2
Possession of Stolen Property	0	2
Possession of Tobacco	1	0
Public Intoxication	2	1
On-going Criminal Conduct	0	1
Operating While Intoxicated	0	1
Selling Alcohol to Minor	0	1
Tampering with Records	1	0
Theft	31	35
Trespass	7	3
Warrant Service	3	1

Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: April 16, 2014

REFERENCE: LIQUOR LICENSE RENEWAL
MALARKY'S
147 FLINDT DR

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

	04-09-2012 to 04-29-2013	04-30-2013 to 04-14-14
INCIDENTS		
911 Hang Up Call		
Accident	2	0
Ambulance Assist	2	1
Arrest	30	16
Assault	4	4
Bar Check	312	255
Business Security	187	172
Case Investigation	1	1
Citizen Assist	4	2
Criminal Mischief	1	0
Disturbance/Loud Noise/Party	9	6
Domestic Disturbance	3	1
Driver's License Check	1	0
Drug Investigation	1	1
Extra Security	0	1
Fight	1	1
Found Property	1	0
General Information	2	0
Harassment	1	0
Intoxicated Driver	2	0
Intoxicated Pedestrian	52	39
Juvenile Problem	1	0
Keys Locked In Car	6	3
Lost Property	2	3
Motorist Assist	1	0

Open Door/Window	1	1
Parking Complaint	0	1
Pedestrian Stop	8	1
PR/Talk/Presentation	1	2
Reckless Driver	1	1
Registration Check	0	2
Station Assignment	1	0
Street Beat	6	4
Suspicious Activity	1	0
Suspicious Vehicle	0	2
Subpoena Service	0	1
Theft	1	3
Trespass	0	1
Vehicle Stop	12	10
Wants/Warrant Check	22	22
Warrant Service	5	6
Welfare Check	1	0

ARREST

Assault	6	4
Disorderly Conduct	18	20
Interference With Official Acts	8	15
OWI	2	0
Possess Alcohol Under Legal Age	36	15
Possess Controlled Substance	3	0
Possess Drug Paraphernalia	4	2
Possession Stolen Property	1	0
Public Intoxication	66	57
Sell/Supply Alcohol To Under Age	1	1
Theft	0	1
Trespass	1	6
Urinate On Public Sidewalk	2	0
Warrant Service	5	5

Recommendation: Approval of liquor license.

License Application ()

Applicant

Name of Applicant:	<u>Sole Proprietor</u>		
Name of Business (DBA):	<u>Restaurante La Original</u>		
Address of Premises:	<u>516 W Milwaukee</u>		
City: <u>Storm Lake</u>	County: <u>Buena Vista</u>	Zip: <u>50588</u>	
Business Phone:	<u>(712) 749-9928</u>		
Mailing Address:	<u>526 Cayuga</u>		
City: <u>Storm Lake</u>	State: <u>IA</u>	Zip: <u>50588</u>	

Contact Person

Name:	<u>Carmela Ek</u>		
Phone:	<u>(323) 559-7320</u>	Email Address:	

Classification: Special Class C Liquor License (BW) (Beer/Wine)

Term: 12 months

Effective Date: 04/25/2014

Expiration Date: 01/01/1900

Privileges:

Special Class C Liquor License (BW) (Beer/Wine)
Sunday Sales

Status of Business

BusinessType:	<u>Sole Proprietorship</u>		
Corporate ID Number:		Federal Employer ID #	

Ownership

Abel Ek

First Name: Abel

Last Name: Ek

City:

State: Iowa

Zip: 50588

Position spouse

% of Ownership 0.00 %

U.S. Citizen

Carmela Ek

First Name: Carmela

Last Name: Ek

City:

State: Iowa

Zip: 50588

Position Owner

% of Ownership 100.00 %

U.S. Citizen

Insurance Company Information

Insurance Company:

Policy Effective Date:

Policy Expiration Date:

Bond Effective Continuously:

Dram Cancel Date:

Outdoor Service Effective Date:

Outdoor Service Expiration Date:

Temp Transfer Effective Date:

Temp Transfer Expiration Date:

Staff Summary

4/21/2014

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

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

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

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

FISCAL IMPACT:

	Total Expenses	Calculated Expenses	Local	%	BV Co	%	Non Local	%
City	\$1,352,457.73	\$858,825.90	\$742,079.47	86	\$4,976.00	1	\$111,770.43	13
King's Pointe	\$161,322.03	\$52,519.11	\$13,582.80	26			\$38,936.31	74
Golf Course	\$5,517.96	\$2,842.42	\$1,489.55	52			\$1,352.87	48

RECOMMENDATION: Review Buy Local Information

Staff Summary

4/21/2014

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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Public Hearing On The Seneca Street Project From HWY7/Milwaukee North Approximately 400 Feet**

BACKGROUND: This is the time and place set for the public hearing on the Seneca Street Project from HWY 7/Milwaukee north approximately 400 feet.

The bid letting for the project is set for April 29, 2014 at 10AM at City Hall.

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 feels that this is the right size project to start looking at new ways of doing things. The project will 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.

If the bids received are too high the City has the right to re-examine it's position and potentially move forward with a normal PCC concrete project.

FISCAL IMPACT: Estimated Total Cost of Project \$223,586
Engineering \$15,000
Construction \$188,586
Contingency \$15,000
Legal/Admin \$5,000

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

RECOMMENDATION: Open Public Hearing
Hear the Public
Close Public Hearing

Staff Summary



4/21/2014

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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Resolution No. 76-R-2013-2014 Approving Plans and Specs and Form of Contract for Seneca Street Project from HWY7/Milwaukee North Approximately 400 Feet**

BACKGROUND: This will approve the plans and specifications for the Seneca Street Project from HWY 7/Milwaukee north approximately 400 feet. The plans and specifications are on file in the City Clerk's office.

The bid letting for the project is set for April 29, 2014 at 10AM at City Hall.

The original design was to place a 7" concrete (PCC) section of pavement with curb and gutter from HWY 7/Milwaukee approximately 400' or so 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 feels that this is the right size project to start looking at new ways of doing things. The project will 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.

If bids received are too high the City has the right to re-examine it's position and potentially move forward with a normal PCC concrete project.

FISCAL IMPACT: Estimated Total Cost of Project \$223,586
Engineering \$15,000
Construction \$188,586
Contingency \$15,000
Legal/Admin \$5,000

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

RECOMMENDATION: Approve Resolution No. 76-R-2013-2014

ATTACHMENTS:

Description	Type
 Resolution No. 76-R-2013-2014	Resolution

RESOLUTION NO. 76-R-2013-2014

**RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COST FOR THE CITY OF STORM LAKE
SENECA STREET RECONSTRUCTION – 2014 PROJECT**

WHEREAS, the plans, specifications, form of contract and estimate of cost were filed with the CITY for the construction of certain public improvements described in general as the Seneca Street Reconstruction - 2014 Project; and

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

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

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

PASSED AND APPROVED this 21st day of April 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

4/21/2014

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: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Motion To Approve Sending Letter To Iowa Department Of Transportation Requesting U-Step Funding For The HWY 7 Widening From Barton To Northwestern Project**

BACKGROUND: This project provides for safety improvements to State Highway 7 consisting of widening to a 3-lane section from the existing 3-lane east of Barton Street through the intersection with Northwestern Drive. The improvements were recommended in a TEAP study completed in 2013 for the City, dated November 22, 2013.

Significant delays occur at the intersection with Northwestern Drive during A.M. & P.M. school days due to the Storm Lake Middle School and Elementary School accessing Highway 7 at this location. All improvements will be designed to current ADA standards.

The Northwestern Drive average daily traffic count is 3,320 on the south leg of this intersection. The speed limit on this State Highway varies from 35 mph to 45 mph.

FISCAL IMPACT: The City is requesting funding in the amount of \$400,000 in U-STEP funds for this project.

At this time the projected cost of the project is \$997,500. Map 21 funds of \$341,000 have already been allocated and the City has set aside in its 5-Year CIP \$275,000 from the Road Use Tax Fund.

RECOMMENDATION: Motion to send letter

ATTACHMENTS:

Description	Type
 Letter to IA DOT	Contract

April 14, 2014

Tony Lazarowicz, P.E.
District 3 Engineer
Iowa Department of Transportation
2800 Gordon Drive
PO Box 987
Sioux City, IA 51102-0987



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

RE: Highway 7 Widening, Barton to Northwestern

Mr. Lazarowicz:

This project provides for safety improvements to State Highway 7 consisting of widening to a 3-lane section from the existing 3-lane east of Barton Street through the intersection with Northwestern Drive. The improvements were recommended in a TEAP study completed in 2013 for the City, dated November 22, 2013. Significant delays occur at the intersection with Northwestern Drive during A.M. & P.M. school days due to the Storm Lake Middle School and an elementary school accessing Highway 7 at this location. All improvements will be designed to current ADA standards. The City of Storm Lake would provide matching funds required to complete the project.

The Northwestern Drive ADT is 3,320 on the south leg of this intersection. The speed limit on this State Highway varies from 35 mph to 45 mph.

The City is requesting funding in the amount of \$400,000 in U-STEP funds for this project. The has received \$341,000 in Map 21 allocations. At this time the projected cost of the project is \$997,500.

If you should have any questions feel free to contact my office, Monday through Friday, 7am to 3pm at (712) 732-8029.

Sincerely,

Pat Kelly
Infrastructure and Public Facilities Director

Staff Summary

4/21/2014

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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 77-R-2013-2014 Accepting & Awarding Bids On Airport Runway 13/31 Rehabilitation Project**

BACKGROUND: On April 14, 2014 the City and the Storm Lake Airport Commission held a bid letting on the Runway 13/31 Runway Rehabilitation Project in which they received three (3) bids as shown below:

Bidder	Location	Base Bid	Alternate #1	Alternate #2
Engineer's Estimate		\$529,077.50	\$8,242.50	\$69,159.00
Godbersen Smith Construction	Ida Grove, Iowa	\$663,224.90	\$5,572.50	\$59,949.00
Interstate Improvement Inc.	Faribault, MN	\$686,566.15	\$5,305.50	\$64,622.00
Ten Point Construction Co.	Denison, IA	\$749,812.35	\$10,545.00	\$76,045.00

The low bid of Godbersen-Smith Construction was 25% above the engineers estimate. We believe the increase is due to the timing of the bid with the bid letting in April. We originally planned to have the bid letting in February but due to delays in the FAA review of the plans and specifications we were not able to bid the project until April.

The project engineer, Bolton & Menk, has contacted the FAA and they are recommending proceeding with the project even with the higher bids and are willing to pick up 90% of the additional costs due

to the high bids on the project. The 90% is the normal grant amount from the FAA on these types of projects.

The Airport Commission met on April 14th, reviewed the bids and the project plans, and, after discussion, voted 5-0 to recommend to the Council the acceptance of the low base bid of Godbersen-Smith. Their recommendation does not include any of the alternates on the bid.

FISCAL IMPACT:

The FY 2015 Budget includes the Runway 13/31 Project at a total estimated cost of \$764,410.00 of which \$649,410.00 was construction.

Based on the new known numbers for the project, we now have a total estimated cost of the project of \$768,224.90 (a .5% increase). The City's portion of the project will be \$76,822.49 (FY 2015 Budget included \$174,154.00) and the FAA will fund \$691,402.41.

This new cost includes engineering, construction, and administrative fees.

Based on the new numbers and not incorporating any potential change orders, we should be able to free up about \$90,000 in funding for other projects once this one is complete.

The City will have to approve an amendment to the current engineering agreement with Bolton & Menk for the construction observation portion of the project. We anticipate this amendment will be ready for Council action on the May 5th Council Meeting.

RECOMMENDATION:

Adopt Resolution No. 77-R-2013-2014

ATTACHMENTS:

	Description	Type
❏	Bid Tab	Backup Material
❏	Resolution No. 77-R-2013-2014	Resolution

**Runway 13/31 Rehabilitation
Storm Lake, IA**

**TABULATION OF BIDS
Bid Letting Date: April 14, 2014 @ 2:00 PM**



Bolton & Menk, Inc.
Ames, Iowa

Line No.	Description	Unit	Quantity	Engineer's Estimate		Godbersen-Smith Construction Co Ida Grove, Ia		Interstate Improvement, Inc. Faribault, MN		Ten Point Construction Co., Inc. Denison, IA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	LS	1	\$26,000.00	\$26,000.00	\$75,000.00	\$75,000.00	\$30,000.00	\$30,000.00	\$27,000.00	\$27,000.00
2	TRAFFIC CONTROL	LS	1	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$7,232.00	\$7,232.00	\$25,500.00	\$25,500.00
3	PAVEMENT REMOVAL	SY	4483	\$5.00	\$22,415.00	\$11.00	\$49,313.00	\$15.00	\$67,245.00	\$7.00	\$31,381.00
4	PAVEMENT MARKING REMOVAL	SF	8200	\$1.50	\$12,300.00	\$3.27	\$26,814.00	\$0.95	\$7,790.00	\$1.00	\$8,200.00
5	INSTALLATION AND REMOVAL OF SILT FENCE	LF	1000	\$2.50	\$2,500.00	\$5.00	\$5,000.00	\$1.75	\$1,750.00	\$5.00	\$5,000.00
6	CRUSHED AGGREGATE BASE COURSE	SY	4483	\$8.00	\$35,864.00	\$12.00	\$53,796.00	\$14.00	\$62,762.00	\$15.95	\$71,503.85
7	AIRFIELD PAINT, YELLOW	SF	286	\$1.50	\$429.00	\$24.95	\$7,135.70	\$1.50	\$429.00	\$2.00	\$572.00
8	AIRFIELD PAINT, BLACK	SF	2574	\$1.50	\$3,861.00	\$5.15	\$13,256.10	\$0.75	\$1,930.50	\$1.00	\$2,574.00
9	AIRFIELD PAINT, WHITE	SF	4769	\$1.50	\$7,153.50	\$3.70	\$17,645.30	\$0.85	\$4,053.65	\$1.00	\$4,769.00
10	REFLECTIVE MEDIA, TYPE #1A	LB	308	\$20.00	\$6,160.00	\$0.60	\$184.80	\$1.75	\$539.00	\$2.00	\$616.00
11	SEEDING	ACRE	4.2	\$1,500.00	\$6,300.00	\$4,000.00	\$16,800.00	\$2,250.00	\$9,450.00	\$2,500.00	\$10,500.00
12	JOINT SEALANT	LF	21000	\$2.75	\$57,750.00	\$1.75	\$36,750.00	\$1.65	\$34,650.00	\$2.15	\$45,150.00
13	CRACK SEALANT	LF	750	\$3.00	\$2,250.00	\$3.00	\$2,250.00	\$3.00	\$2,250.00	\$2.50	\$1,875.00
14	CONCRETE REPAIR - TYPE 1 (PANEL REPLACEMENT)	SY	4483	\$65.00	\$291,395.00	\$60.00	\$268,980.00	\$95.00	\$425,885.00	\$110.50	\$495,371.50
15	CONCRETE REPAIR - TYPE 2B (MUD BALL REPAIR)	EA	166	\$200.00	\$33,200.00	\$250.00	\$41,500.00	\$25.00	\$4,150.00	\$50.00	\$8,300.00
16	CONCRETE REPAIR - TYPE 2B (PARTIAL DEPTH REPAIR)	EA	46	\$250.00	\$11,500.00	\$800.00	\$36,800.00	\$575.00	\$26,450.00	\$250.00	\$11,500.00
TOTAL BASE BID				\$529,077.50		\$663,224.90		\$686,566.15		\$749,812.35	
BID ALTERNATE #1 - TAXIWAY											
17	JOINT SEALANT	LF	2670	\$2.75	\$7,342.50	\$1.75	\$4,672.50	\$1.65	\$4,405.50	\$3.50	\$9,345.00
18	CRACK SEALANT	LF	300	\$3.00	\$900.00	\$3.00	\$900.00	\$3.00	\$900.00	\$4.00	\$1,200.00
BID ALTERNATE #1 BID PRICE				\$8,242.50		\$5,572.50		\$5,305.50		\$10,545.00	
BID ALTERNATE #2 - APRON											
19	PAVEMENT REMOVAL	SY	228	\$5.00	\$1,140.00	\$11.00	\$2,508.00	\$15.00	\$3,420.00	\$10.00	\$2,280.00
20	CRUSHED AGGREGATE BASE COURSE	SY	228	\$8.00	\$1,824.00	\$12.00	\$2,736.00	\$14.00	\$3,192.00	\$15.00	\$3,420.00
21	JOINT SEALANT	LF	17500	\$2.75	\$48,125.00	\$1.75	\$30,625.00	\$1.65	\$28,875.00	\$2.15	\$37,625.00
22	CONCRETE REPAIR - TYPE 1 (PANEL REPLACEMENT)	SY	228	\$65.00	\$14,820.00	\$60.00	\$13,680.00	\$95.00	\$21,660.00	\$115.00	\$26,220.00
23	CONCRETE REPAIR - TYPE 2B (PARTIAL DEPTH REPAIR)	EA	13	\$250.00	\$3,250.00	\$800.00	\$10,400.00	\$575.00	\$7,475.00	\$500.00	\$6,500.00
BID ALTERNATE #2 BID PRICE				\$69,159.00		\$59,949.00		\$64,622.00		\$76,045.00	

15-Apr-14

P:\1 TEMP FOLDER\Council Agenda Attachments\Airport Runway 13 31 Bid Tab 04142014.xlsx\Bid Tabulation

RESOLUTION NO. 77-R-2013-2014

RESOLUTION ACCEPTING AND AWARDING BID FOR THE CITY OF STORM LAKE AIRPORT RUNWAY 13/31 REHABILITATION PROJECT

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

Section 1. That the following bid for the construction of certain public improvements described in general as the City of Storm Lake Airport Runway 13/31 Rehabilitation Project, described in the plans and specifications heretofore adopted by this Council on February 3, 2014 be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor:	Godbersen Smith Construction, Ida Grove, Iowa
Amount of bid:	\$663,224.90
Portion of bid:	All

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

PASSED AND APPROVED this 21st day of April, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

4/21/2014

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: 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 - Second & 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.

Staff is requesting Council's consideration in waiving the 2nd reading at the April 21st meeting and then passing on 3rd reading if there are no comments or major concerns over the proposed new ordinance. The reasoning would be to implement the ordinance in April as typically starting in late April and May we see an increase in the number of licenses issued and we would like to see them fall under the new ordinance early in the year.

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**
Waiving 2nd Reading on April 21, 2014
Passing on 3rd Reading on April 21, 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 ____ day of _____, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

4/21/2014

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: 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 21st day of April 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

4/21/2014

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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Authorization To Submit Grant Application To Buena Vista County Community Foundation Grant - Spring 2014 Cycle**

BACKGROUND: The Storm Lake Public Library desires to submit a grant application to the Buena Vista County Community Foundation for funding of a smart TV for placement in their meeting room to be used with various programs and meetings.

They are proposing that they apply to the Foundation under the Foundation's small grant program for the project which has a total grant request of \$1,489.20.

The City of Storm Lake would be the Fiscal Sponsor on the grant and would receive the money from the foundation should the grant be funded.

FISCAL IMPACT: Total cost of the project is \$6,489.20 of which the Library is requesting \$1,489.20 from the Buena Vista County Community Foundation.

The remainder of the funding would come from other State of Iowa Grants.

RECOMMENDATION: Authorize Mayor To Sign Grant Application & Submit

ATTACHMENTS:

Description	Type
 Library Grant Application	Application



GRANTS DUE BY FRIDAY April 25, 2014

Grants must be RECEIVED by the deadline - NO exceptions.

Spring 2014 GRANT CYCLE

Grants are due by deadline at 5:00PM. Post marked documents received after the deadline will be returned. Grants may also be dropped off at Storm Lake City Hall.

Buena Vista County Community Foundation
PO Box 771
Storm Lake, Iowa 50588
Phone: 712-732-6057
E-mail: info@bvcountyfoundation.com
Web: www.bvcountyfoundation.com

Section 1: Organization Information

1A - Grant Applicant Name:	Storm Lake Public Library		
1B - Contact Name:	Elizabeth Huff	1C - Contact Phone:	712-732-8026
1D - Contact E-mail:	huff@stormlake.org	1E - Organization Phone:	712-732-8026
1F - Organization Address:	609 Cayuga Street	1G - Organization City:	Storm Lake
1H - Organization State:	Iowa	1I - Organization Zip:	50588
1J - Organization Web Page:	www.stormlake.lib.ia.us		
1K - Organization Tax ID Number (EIN):	42-6005255	1L - Organization Type:	107B Unit of Government

☒ 1M - Organization is using a Fiscal Sponsor for this application (Check Box if yes).

Section 2: Grant Summary Information

2A - Grant Size/Type:	Small Grant	2B - Grant Focus Area:	Community Betterment
2C - Project Title:	Storm Lake Public Library Meeting Room Technology: Smart TV		
2D - Total Project Costs:	\$6,489.20	2E - Grant Request:	\$1,489.20
2F - Project Start Date:	June 1, 2014	2G - Estimated End Date:	June 30, 2014

Section 3: BV County Community Foundation Filing Section - DO NOT FILL THIS SECTION OUT

3A - Date Received:		3B - Project Number:	
3C - Total Score:		3D - Average Score:	
3E - Project Funded?			
3F - Date Signed Contract Returned:			
3G - Date Final Report Submitted:			
3H - Extension Requested:		3I - Extension Granted:	
3J - Time:			
3K - # Attending Banquet:		3L - Check #:	

Section 4: Fiscal Sponsor Information

This section only need if using a fiscal sponsor. Leave blank if applicant is a 501.C.3 or Government organization (School, City, or County).

4A - Fiscal Sponsor Name:	City of Storm Lake		
4B - Fiscal Sponsor Address:	620 Erie Street, P. O. Box 1086		
4C - Fiscal Sponsor City:	Storm Lake	4D - Fiscal Sponsor State:	IA
4E - Fiscal Sponsor Phone:	712-732-8000	4F - Fiscal Sponsor E-mail:	justin@stormlake.org
4G - Fiscal Sponsor Zip:	50588	4H - Fiscal Sponsor Tax ID (EIN):	42-6005255

As the Fiscal Sponsor for this grant application I have reviewed the proposed program and agree to provide financial accounting for this project which includes but is not limited to providing accounting for the project (or ensuring that the applicant maintains accurate accounting records for this project) and ensuring that the project is completed on time and ensuring that funds made payable to the Fiscal Sponsor will be spent only on the proposed project as outlined in this grant application and that any excess funds at the end of the project or funds in excess of any matching requirements will be returned to the Buena Vista County Community Foundation immediately.

4I - Fiscal Sponsor Signature:

Signature will authorize the Fiscal Sponsor to the terms of this grant application. Signature shall be an original and made in **RED** or **BLUE** ink only.

4J - Printed Name of Signer:

Section 5: Grant Narrative

5A - Provide a narrative explaining what will be accomplished by this project. What will be purchased, built, or done through the project.

This grant will enhance the Storm Lake Public Library's ability to provide qualifying groups of patrons and staff with a Smart TV system connected to the internet. The Community Foundation funds would allow the Library to acquire and install an integrated system consisting of a Samsung Smart TV, an adequate sound system, appropriate cables and wiring, and a locking cabinet for a blue ray DVD player and its portable speaker components. The Smart TV system will replace the current laptop projector, diminutive computer speakers and portable screen system. The Library has \$5000.00 from the State Library of Iowa's Enrich Iowa program that will be used toward the Smart TV system. The Enrich Iowa funds were secured in December 2013.

5B - Provide a narrative explaining how this project will benefit the citizens and visitors of Buena Vista County. Remember that all projects must benefit Buena Vista County citizens and visitors.

Acquisition of this equipment will benefit Buena Vista County citizens and visitors by providing them with the first general public meeting space in the community to have the meeting-room technology of a Smart TV system. The new equipment will enable a broad spectrum of non-profit, civic, cultural, educational and governmental groups to engage in activities as varied as business and staff training classes, offsite interviews and citizenship classes.

Several incidents in the recent past demonstrate the need for the new technology. A U.S. Citizenship Class experienced a ten-minute delay due to projector failure. With a Smart TV, the class will be able to have Web presentations, Skype with an immigration lawyer, and view a YouTube video of the practice citizenship test. Last year, the Skype with Santa program ended abruptly due to equipment failure before all of the children had a chance to talk to him. When Storm Lake Police Officer John Bauer used the library for the BV County Promise Group, the participants had to crowd around his laptop for a YouTube presentation instead of watching it from the comfort of their seats.

5C - Provide a narrative explaining your organizations ability to accomplish the project. Describe previous experience, expert knowledge, and history of maintaining quality projects.

Storm Lake Public Library is confident of accomplishing this project (purchasing products and hardware installation) within a month. Levi Boyd of Zone Entertainment will install and provide maintenance for the Smart TV system. With the help of grant funding, in July 2014, the library believes it will begin using the Smart TV.

The library has a successful history of purchasing and using advanced technology. In 2012, for example, the library was awarded a mobile computer lab (ten laptops, 30 headphones and mobile recharging system) through grants from the U.S. Department of Education and Iowa Public Television. Rebnord Technology has kept up with the mobile computer lab maintenance schedule as required by the Transmedia Grant.

A good example of one of our ongoing projects of superb quality is our partnering with the Beta Beta Sorority of Buena Vista University for an annual Children's Literary Day. This brings very many kids from all areas of the community together for readings, presentations and character interactions. The Library also facilitates cultural events by several of the ethnic groups in the county; the Laotians of Storm Lake, for example, put on a spectacular multi-media demonstration of their music, dances, traditional attire and food that was open to the general public.

5D - Provide a narrative explaining why funding from the Buena Vista County Community Foundation is critical to the project's success. What would happen if funding was not approved?

One of the library's goals is to provide high quality access to the digital world and this encompasses Meeting Room Technology. Whether children are watching a 3D movie, the local Quilting Guild skypes with the Hawaiian Quilting Guild, the nutritionist browses web sites for her Diabetes Education Class, the Storm Lake Public Library vision for the community's usage of a Smart TV is in keeping with its service to education and information. The library's present laptop projector is showing signs of wear and needs to be replaced (as evident with the U.S. Citizenship's class delay). The computer speakers are inadequate for large group presentations and film viewing since only those closest to the speakers can hear anything. During a continuing education class for local realtors, the screen collapsed. Without funding, the library will not be able to offer any kind of technology for its Meeting Room for the public to use.

5E - Provide a narrative explaining how the project will be maintained over time? Who will maintain the project? Who and where will funding for maintenance come from?

With the help of grant funding by the Buena Vista County Community Foundation, Storm Lake's Levi Boyd of Zone Entertainment will install and provide maintenance for the Smart TV system. It could be ready for authorized public use by July 2014, and the Library will amend its budget to provide ongoing technical maintenance.

5F - Is this a phased project?

5G - If "YES" how many phases will there be?

5H - Do you plan to apply to the BV County Community Foundation for future phases?

5I - Provide a narrative explaining how many people will benefit from this project. Explain how you calculated this number and only count unique individuals.

The current laptop/Epson projector/screen system was used 165 days for an aggregate audience of 2363 people in the fiscal year of 2012-2013, according to the 2013 Storm Lake Public Library Annual Survey (statistics) submitted to the State Library of Iowa. These numbers were derived from the library's meeting room calendar. It therefore seems likely that the Smart TV system would be used at least 165 times a year for an aggregate audience of at least 2363 people.

5J - Provide a narrative explaining how your organization will promote the project and the Buena Vista County Community Foundation for their funding of this project. Identify long term promotion opportunities vs. short term opportunities.

After the new system is installed, the Library will promote its availability with a press release crediting the Buena Vista County Community Foundation for this grant. Its first library program using the Smart TV will incorporate the logo of the Buena Vista County Foundation on all media materials, including the Library's website and Facebook. These media acknowledgements will continue for the next two years for all Library programs in which the Smart TV is used. Beyond the two years, a plaque in the library will acknowledge the Community Foundation's contribution.

5K - Provide a narrative explaining how this project is supported by the community and will be supported by the community. Define the community.

Community includes non-profit, civic, cultural, and educational groups, residents, businesses and governmental agencies of Buena Vista County. Community also includes visitors within the county. One interesting note that has been considered into the project is, Buena Vista County is an iPhone/iPad community, therefore an Apple TV component was included into the estimate. The groups currently using the Meeting Room would be excited to use a Smart TV and would have no problem embracing it. Most people have a laser TV remote in their homes and even though a Smart TV remote is wireless internet driven, everyone knows how to push down a button on a remote. The laptop hook-up to a Smart TV will be similar to a laptop hook-up to a projector. There is really no new skill to learn with a Smart TV so it will be user friendly to everyone in the community.

Section 6: Project Budget (NOTE: Expenses MUST EQUAL Revenues)

REVENUES: All resources that are brought to the project to make the project successful.

6A - Sponsor Cash:	\$0.00
6B - Federal Grants:	\$0.00
6C - State Grants:	\$5,000.00
6D - Private Grants:	\$0.00
6E - BVCCF Grant Award:	\$1,489.20
6F - Sponsor In-Kind:	\$0.00
6G - Private In-Kind:	\$0.00
6H - Other Revenues:	\$0.00

TIP: Provide quotes and estimates for your project as attachments to this application to improve scoring.

Make sure this matches amount in box 2E.

6I - Total Revenues:

EXPENSES: Those costs both real and in-kind that will be required to complete the project.

6J - Land Purchase:	\$0.00
6K - Professional Services:	\$0.00
6L - Construction Costs:	\$0.00
6M - Equipment Purchases:	\$6,489.20
6N - Supplies:	\$0.00
6O - Staff Costs & Training:	\$0.00
6P - Other Expenses:	\$0.00

NOTE: These costs are not grant eligible costs.

Revenues must equal Expenses

6Q - Total Expenses:

6R - Provide a detailed description of Other Revenues in line 6H.

--

6S - Provide a detailed description of Other Expenses in line 6P.

--

Section 7: Project Time Line (NOTE: Only required for Large Grant Projects)

7A - Project Start Date:

7B - Milestone 1:

7C - Date:

7D - Milestone 2:

7E - Date:

7F - Milestone 3:

7G - Date:

7H - Milestone 4:

7I - Date:

7J - Milestone 5:

7K - Date:

7L - Milestone 6:

7M - Date:

7N - Project End Date:

Section 8: Project Certification

We the undersigned have the full authority of the applicant agency to apply for and request funding for the proposed project outlined in this application and as such guarantee to the Buena Vista County Community Foundation that if the project is funded, we will accomplish the project within twelve months from the date of award, ensure that all grant funds are spend only on the eligible project costs, and complete all required project updates, including but not limited to the BVCCF Final Project Report at the end of the project. We also agree to execute a grant agreement with the Buena Vista County Community Foundation prior to receiving funding from the Foundation.

We agree that in the event that our project is not able to move forward for any reason or if our project costs are less than anticipated in this application we will promptly return to the Foundation all excess funds forwarded to us from the foundation within 30 days of abandonment of the project or at the request of the Foundation following termination of the Grant Agreement for failure to cause the project to be construction or accomplished.

We agree to recognize the Buena Vista County Community Foundation as a funding agency for this project both in the short term as well as throughout the life of the project.

We understand that the decision of the Buena Vista County Community Foundation is solely the decision of the Foundation Board and that their decision is final.

Failure to have two different authorizing signatures on this page will disqualify this grant application.

8A - Highest Authorized Individual Signature:

Signature will authorize the Highest Authorized Individual to the terms of this grant application. Signature shall be an original and made in **RED** or **BLUE** ink only.

8B - Printed Name:

8C - Date:

8D - Project Contact Signature:

Signature will authorize the Project Contact to the terms of this grant application. Signature shall be an original and made in **RED** or **BLUE** ink only.

8E - Printed Name:

8F - Date:

ALL APPLICATIONS MUST HAVE A COPY OF YOUR 501.C.3 PAPERWORK INCLUDED WITH THE APPLICATION
Government and Schools are exempt for this requirement.

Staff Summary

4/21/2014

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: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Motion Authorizing Approval Of Engineering Agreement Lake Trail Extension Sunset Park to Circle Park**

BACKGROUND:

Late last year the City was the recipient of a parcel of land that was donated by the Prichard family on College Street adjacent to Sunset Park. The donation of that land makes it possible for the City to extend the Lake Trail along the bank of the lake between Sunset Park and Circle Park.

The cost of the project, as estimated by City staff, will require the City to use the competitive quote process as outlined by the Iowa Code. In order to do that we will need engineered plans and specifications for the project.

Bolton and Menk has provided us with a letter agreement in which they can provide those plans for a cost of \$7,500 as the project is fairly simple and will not require a lot of engineering work.

The City has been approached by the Paxton Family Trust and they are willing to partner with the City to fund the development of a trail in this area as well as a picnic shelter/gazebo facility. City staff will construct the picnic shelter.

It is hoped that we can get the trail constructed and available by July 1; however, it may depend on the availability of contractors to do the work and their scheduled projects.

FISCAL IMPACT: The total cost of the contract for engineering services is \$7,500. The cost of the construction of the trail is estimated to be about \$80-90,000.

The project is budgeted in the FY 2015 budget as Sunset Park Expansion with a total cost of \$110,000 and funding coming from the Paxton Family Trust and some funding for the plaques honoring the donation and other miscellaneous components coming from General Fund Carry Over dollars.

RECOMMENDATION: Approve Motion and Authorize City Manager to sign Letter

ATTACHMENTS:

Description		Type
	Bolton Menk Contract Sunset Park Lake Trail Extension	Contract



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

P.O. Box 275 • 1900 North Grand Avenue • Spencer, IA 51301

Phone (712) 580-5075

www.bolton-menk.com

April 9, 2014

Justin Yarosevich, Assistant City Manager
City of Storm Lake
620 Erie Street
P.O. Box 1086
Storm Lake, IA 50588

RE: Sunset-Circle Park Trail Extension

Dear Justin:

Bolton & Menk understands that the City of Storm Lake periodically is in need of professional engineering assistance for various work within the community and requests the firm to provide consulting engineering services to complete preliminary investigations/estimates, applications or general assistance for improvements being considered.

This project consists of the completion of field survey to establish the alignment, preparation of a plan view drawing showing the proposed trail alignment, preparation of competitive quote forms, receipt and review of quotes, and construction of the improvement. It is anticipated the project will be let with construction completed prior to July 1, 2014.

Should the scope of the work requested result in a scope of work exceeding the fee amount established, Bolton & Menk will inform the City at the time of the request for modifications to the original scope.

For this project, Bolton & Menk anticipates the following scope being required based on discussions with City staff:

1. Establish alignment, prepare plan and quote form for bidding of the work
2. Assist with soliciting of competitive quotes and award of the work
3. Construction oversight and assistance to City during construction of the project.

Should this not be consistent with the City's expectations please notify the Bolton & Menk project manager to modify or amend the understanding.

Bolton & Menk anticipates incurring approximately \$7,500 in costs providing the above services to the City. Bolton & Menk will invoice its costs monthly for payment at standard hourly rates for the work completed.

Sincerely,

BOLTON & MENK, INC.

Neil Guess, P.E.
Project Manager

Acknowledged, City of Storm Lake

By: _____

Date: _____

Staff Summary

4/21/2014

Agenda Item # 11.



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

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 79-R-2013-2014 Authorizing Submittal Of Grant Application To State Of Iowa For Demolition Of Chautauqua Building At Airport**

BACKGROUND: The Airport Commission is moving forward with the demolition of the Chautauqua Building at the Airport due to it's current condition and limited use. The building is in need of some major repairs including a new roof and stablization of the footings and foundations along with repair to the walls where separation has started to occur. Additionally, the building is not of any great value to the airport as the storage of planes in the building has become more limited with planes getting larger in size.

The cost to repair the building are estimated to exceed the actual value the building brings to the airport operation.

In order to demolish the building the Airport Commission has conducted an asbestos test of the materials in the building and found materials that do contain asbestos which will need to be removed. That process is underway with a current bid out for the removal process.

The next step will be to demolish the structure which is estimated to cost between \$50,000 to \$70,000. In order to assist the Commission and the City in that endeavor the Airport Commission is recommending the City apply to the State of Iowa for funding under the states grant programs for aviation.

If funded the program would pay for up to 70% of the cost of demolition. Grant applications are due by May 9th.

As part of the resolution that the Council has to pass to submit this grant the City is confirming and committing to their portion of the matching funds for this grant.

The grant is highly competitive and we won't know until late June if

we are successful in getting funding.

FISCAL IMPACT:

Total estimated cost of the project is \$80,000.00 of which the City is requesting 70% funding from the grant program or \$56,000.00. This would not include the removal of the asbestos containing material which will be done outside of the project budget.

The FY 2015 budget includes the demolition and removal of asbestos at a total cost of \$86,500.00. On the revenue side the Budget included a grant as part of the funding sources.

RECOMMENDATION:

Adopt Resolution No. 79-R-2013-2014

ATTACHMENTS:

Description	Type
 Resolution No. 79-R-2013-2014	Resolution
 Grant Application	Application
 Opinion of Potential Cost	Application
 Exhibit 1	Application
 5-Year CIP Document	Application
 Minority Impact Statement	Application
 Checklist	Application

RESOLUTION NO. 79-R-2013-2014

RESOLUTION TO APPROVE THE FY 2015 STATE GRANT APPLICATION FOR THE CHAUTAUQUA BUILDING DEMOLITION

WHEREAS, as a condition to receive the State aid for the Storm Lake Municipal Airport, the following provisions must be met:

- Approved 5-Year Capital Improvement Program
- Completed Iowa Department of Transportation Grant Application
- Certification that the local match exists if the grant is awarded
- Authorization to submit the application for the proposed projects for State Grants, and

WHEREAS, the FY 2015 5-year Capital Improvement Program and Iowa Department of Transportation Grant Application are attached listing the projects deemed to be in the best interest of the Storm Lake Municipal Airport.

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

Section 1. That the City of Storm Lake staff recommends the submittal of the attached Iowa Department of Transportation Grant Application for the Storm Lake Municipal Airport, for Demolition of the Chautauqua Building and certifies that the local match is available for the FY 2015 project if a grant is awarded.

PASSED AND APPROVED this 21st day of April, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

AIRPORT STATE FUNDING APPLICATION PROJECT DATA SHEET

Fiscal Year 2015

Submit a separate data sheet for each project.

Airport	Storm Lake Municipal Airport	Date	April 2014									
Project Type (check only one)		☐ Airfield ☐ Security ☐ Planning ☐ Airport Signage ☐ Pavement Maintenance ☒ Vertical Infrastructure										
Project Description	Chautauqua building demolition											
Sketch	Attach separate sketch from ALP if applicable.											
Project Justification (include detailed information and data to support need.)	The existing chautauqua building/hangar is deteriorating and unsafe for aircraft storage oer personnel to occupy. This facility is a hazard to the airfield and is providing habitat for wildlife, including a variety of birds. The City has taken the necessary steps to remove environmental containanents, including asbestos from the facility. Demoition of the building will allow a space for a future hangar development and will remove an unsage environment from the airfield and its users.											
Detailed Cost Estimate (Attach separate sheet if necessary.)	See Attached Sheet											
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Total Project Cost:</td> <td style="width: 20%; text-align: right;">\$80,000</td> <td style="width: 30%; text-align: right;">(100%)</td> </tr> <tr> <td>Local Share:</td> <td style="text-align: right;">\$24,000</td> <td style="text-align: right;">(30%)</td> </tr> <tr> <td>Requested State Share:</td> <td style="text-align: right;">\$56,000</td> <td style="text-align: right;">(70%)</td> </tr> </table>			Total Project Cost:	\$80,000	(100%)	Local Share:	\$24,000	(30%)	Requested State Share:	\$56,000	(70%)
Total Project Cost:	\$80,000	(100%)										
Local Share:	\$24,000	(30%)										
Requested State Share:	\$56,000	(70%)										
Sponsor Signature		Sponsor Title Assistant City Manager										

Please mail, FAX, or email signed application to:

Iowa Department of Transportation
Office of Aviation
800 Lincoln Way
Ames, Iowa 50010

ATTN: Program Manager
email: Kristopher.Klop@dot.iowa.gov
515-239-1048
FAX: 515-233-7983

STORM LAKE MUNICIPAL AIRPORT
CHAUTAUQUA BUILDING DEMO

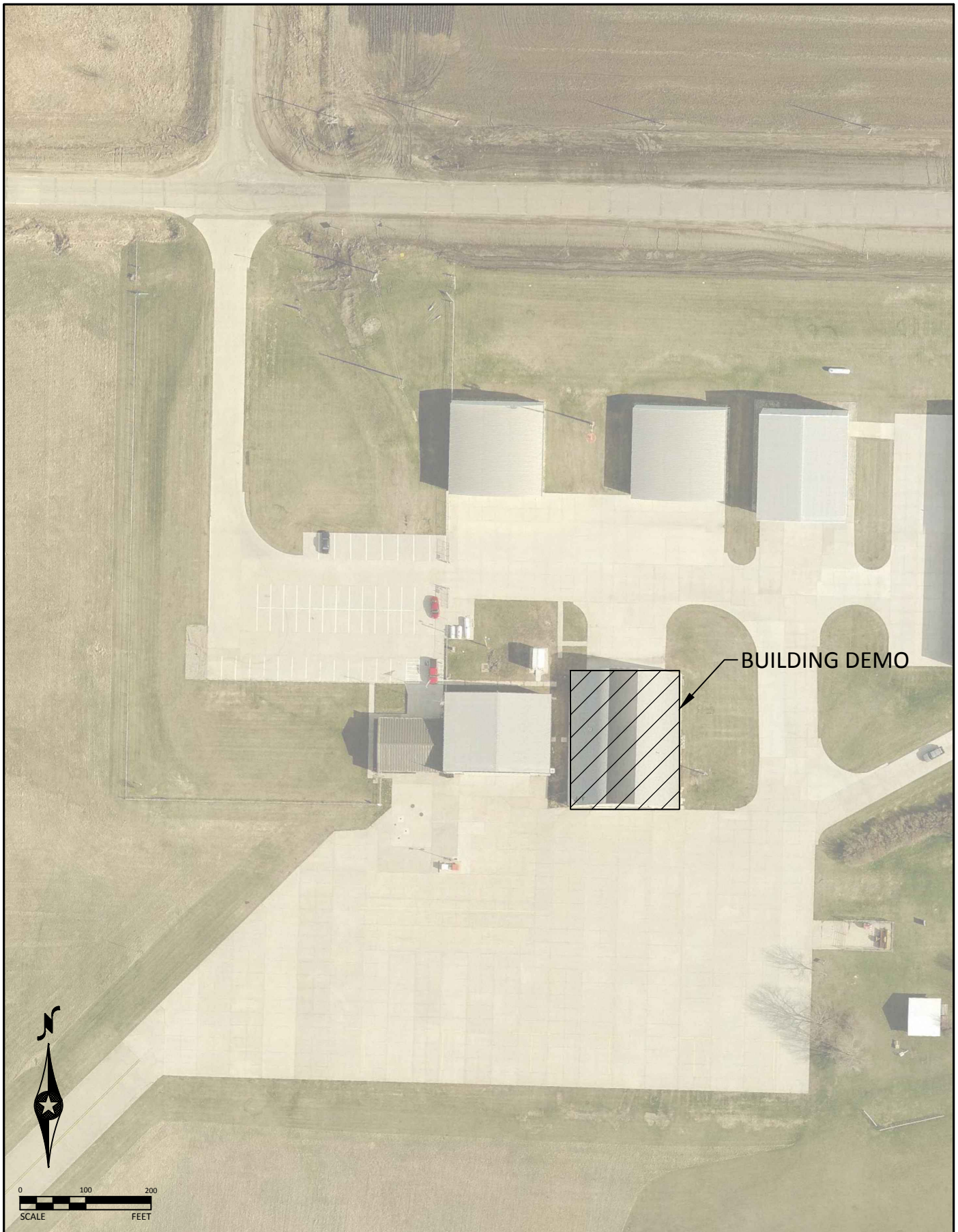
P:\1 TEMP FOLDER\Airport Commission Agenda Attachments\April\Opinion of Potential Cost April 2013.xls]OPC

7-Apr-14

OPINION OF PROBABLE COST

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL
1	BUILDING DEMO	LS	1	\$75,000.00	\$75,000.00

SUBTOTAL:	\$75,000.00
Engineering, Testing, Administration & Legal	\$5,000.00
ESTIMATED COST OPINION:	\$80,000.00



0 100 200
SCALE FEET



BOLTON & MENK, INC.
Consulting Engineers & Surveyors

MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN WILLMAR, MN
CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN ROCHESTER, MN
AMES, IA SPENCER, IA DES MOINES, IA FARGO, ND

F:\Airports\SMUK\State Grants\2014\Chautauqua Building\C3D\BSE.dwg 4/2/14 11:30 am

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STORM LAKE MUNICIPAL AIRPORT
CHAUTAUQUA BUILDING DEMO
PROJECT LAYOUT

APRIL, 2014

FIGURE NO. 1

FIVE-YEAR AIRPORT CAPITAL IMPROVEMENT PROGRAM (CIP)

Airport Name: Storm Lake Municipal Airport

Telephone: 712-732-8000

Prepared By: Airport Commission/Assistant City Administrator

Date Approved: _____

Date Prepared: October 2013

Project Description	Funding Source	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
eALP	Federal	\$ 162,000	\$	\$	\$	\$
	State	\$	\$	\$	\$	\$
	Local	\$ 18,000	\$	\$	\$	\$
	Total	\$ 180,000	\$	\$	\$	\$
Chautauqua Building Demo	Federal	\$	\$	\$	\$	\$
	State	\$ 56,000	\$	\$	\$	\$
	Local	\$ 24,000	\$	\$	\$	\$
	Total	\$ 80,000	\$	\$	\$	\$
Gate Upgrades	Federal	\$	\$	\$	\$	\$
	State	\$ 28,000	\$	\$	\$	\$
	Local	\$ 12,000	\$	\$	\$	\$
	Total	\$ 40,000	\$	\$	\$	\$
Runway 13/31 Subdrains	Federal	\$	\$	\$ 120,510	\$	\$
	State	\$	\$	\$	\$	\$
	Local	\$	\$	\$ 13,390	\$	\$
	Total	\$	\$	\$ 133,900	\$	\$
Terminal Renovations	Federal	\$	\$	\$	\$	\$
	State	\$	\$	\$ 37,660	\$	\$
	Local	\$	\$	\$ 16,140	\$	\$
	Total	\$	\$	\$ 53,800	\$	\$
Runway 17/35 Subdrains	Federal	\$	\$	\$	\$ 188,550	\$
	State	\$	\$	\$	\$	\$
	Local	\$	\$	\$	\$ 20,950	\$
	Total	\$	\$	\$	\$ 209,500	\$

MINORITY IMPACT STATEMENT

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the state of Iowa that are due beginning January 1, 2009 shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project.

Indicate which group is impacted:

- ☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project.

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation with representatives of the minority groups impacted.

Indicate which group is impacted:

- ☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other

- ☒ The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact. Grand proceeds, if awarded, will be used for demolition of the existing chautauqua building. The Storm Lake Municipal Airport is a general use airport, available for use by the general public. The proposed building demolition will not affect the availability of the airport to be used by any and all citizens on an equal basis, regardless of majority and/or minority status.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Name: Justin Yarosevich

Title: Assistant City Manager

Definitions

"Minority Persons," as defined in Iowa Code Section 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code Section 15.102, subsection 7, paragraph "b," subparagraph (1):

b. As used in this subsection:

- (1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexuality or bisexuality.
(b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
(c) Compulsive gambling, kleptomania, or pyromania.
(d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the state of Iowa.

AIRPORT STATE FUNDING APPLICATION CHECKLIST

Fiscal Year 2015

Please attach the following documents with your application:

- ☒ Funding Application and Checklist
- ☒ Project Data Sheet, including a detailed cost breakdown. Use one for each project
- ☒ City/sponsor resolution that endorses the project and certifies availability of matching funds
- ☒ 5-year Capital Improvement Program (CIP)
- ☐ Verification that project is identified in a current ALP on file with the Office of Aviation (when applying for new construction of buildings or airfield expansion)
- ☒ Pavement maintenance program (verify the use of the pavement maintenance program provided by the Iowa DOT or similar program when applying for pavement preservation or reconstruction)
- ☐ Verification that you have an Airport Security Plan on file with the Office of Aviation (when applying for airport security projects)
- ☒ Protective land use zoning and/or planning (please answer the following)
 - Height zoning ☐ Yes Date adopted _____ ☐ No ☐ Pending
 - Land use planning/zoning ☐ Yes Date adopted _____ ☐ No ☐ Pending
 - Comprehensive plan adopted with airport land use included ☐ Yes ☐ No ☐ Pending
 - Other (please explain) _____
- ☒ Verification that you have either updated the www.basedaircraft.com website or submitted based aircraft N- numbers to the Office of Aviation.
- ☒ Minority Impact Statement

Send 1 **signed** copy of the application materials to the address listed below.

Please mail, FAX, or email signed application to:

Iowa Department of Transportation
Office of Aviation
800 Lincoln Way
Ames, Iowa 50010

ATTN: Program Manager
email: Kristopher.Klop@dot.iowa.gov
515-239-1048
FAX: 515-233-7983

AIRPORT STATE FUNDING APPLICATION

Fiscal Year 2015

Airport Name: Storm Lake Municipal Airport

Airport Sponsor Name: City of Storm Lake, Iowa

Contact Person: Justin Yarosevich

Title: Assistant City Manager

Complete Mailing Address: 620 Erie St

Storm Lake

IA

50588

Daytime Phone: 712-732-8000

City

State

Zip Code

Email Address: justin@stormlake.org

FAX Number: 7127324114

Project Description – If applying for more than one project, list in order of priority. A separate project application data sheet is needed for each project.	Project Type	Total Project Amount	State Amount Requested	Percent State Share
Chautauqua Building Demo	Airport maintenance project	80,000	56,000	24,000

Windsocks – Orders may be placed using this form or by calling 515-239-1468

Indicate quantity needed:

____ 18" x 96" x 36" x 144"

The Sponsor certifies that the information contained in this application is accurate and complete to the best of his/her knowledge.

Signature of Authorized Sponsor Representative

Justin Yarosevich

Typed Name

City Clerk

Title

Date

Please mail, FAX, or email application to:

Iowa Department of Transportation
Office of Aviation
800 Lincoln Way
Ames, Iowa 50010

ATTN: Program Manager
email: Kristopher.Klop@dot.iowa.gov
515-239-1048
FAX: 515-233-7983

Staff Summary

4/21/2014

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: Mike Wilson, Community Development Director

SUBJECT: **Motion Approving An Amendment To The Watercraft Rental Agreement With Reel Time Rentals**

BACKGROUND: After each boating season, Reel Time (the Company), King's Pointe (the Manager), and the City meet to review operations and discuss changes desired for the following year. The following changes are proposed at this time:

- * Allow the Company to provide additional non-motorized watercraft at their discretion without specific City approval. Such items could include cabanas, paddle boards, canoes, etc.
- * Provide flexibility in the liability insurance requirements wherein if jet skis are offered for rent, the required insurance would be \$5,000,000; if not the required minimum would be \$3,000,000. This is no change from previous insurance requirements; we are just adding the flexibility to add jet skis if they wish without the need to amend the Agreement.
- * Enhanced language regarding pre and post rental inspections of the watercraft with the intention of doing a better job of detecting damage caused by the renter. The rental agreement makes the renter responsible for damage caused during the rental. New this year will be a required damage deposit the renter will need to provide.

FISCAL IMPACT: There is no fiscal impact to the City from these proposed changes.

RECOMMENDATION: Approve the Motion

ATTACHMENTS:

Description	Type
 Amendment to Watercraft Rental Agreement	Backup Material

**FIRST AMENDMENT TO AGREEMENT TO
PERMIT WATERCRAFT DOCKING AND RENTAL OPERATION**

THIS FIRST AMENDMENT TO AGREEMENT TO PERMIT WATERCRAFT DOCKING AND RENTAL OPERATION (this "Amendment") is made and entered into effective as of March ____, 2014 (the "Effective Date") by and between City of Storm Lake, Iowa, an Iowa municipality, having its principal offices at 620 Erie Street, Storm Lake, Iowa 50588 (hereinafter referred to as "City"), Kinseth Hotel Corporation, an Iowa corporation with its principal office at 2 Quail Creek Circle, North Liberty, Iowa 52317 (hereinafter referred to as "Manager") and Reel Time Rentals, L.L.C., an Iowa limited liability company with its principal office at 1509 Richland Avenue, P.O. Box 336, Storm Lake, Iowa 50588 (hereinafter referred to as "Company"). City, Manager and Company are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, the Parties desire to amend the Agreement to Permit Watercraft Docking and Rental Operation (hereinafter "Agreement"), as provided herein, prior to the time the operations is opened for business in 2014.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree to amend the Agreement as follows:

1. **Section 1. RENTAL OPERATION PERMITTED.** Shall be amended and the following shall be included therein:

"Section 1. **RENTAL OPERATION PERMITTED:** "Company shall be able to provide non-motorized beach items and other non-motorized beach craft at their discretion without prior written consent of the City or Manager."

2. **Section 5. Insurance.** Shall be amended and the following shall be included therein:

"Section 5. **INSURANCE:** "Company, at its expense, shall maintain a policy of liability insurance with a limit of liability of \$5,000,000.00 per occurrence/annual aggregate should they provide jet skis for rental. In the event jet skis are not provided for rental, the limit of liability shall be \$3,000,000.00 per occurrence and annual aggregate."

3. **Section 7. COMPANY'S RENTAL AGREEMENT.** Add the following to end of said paragraph: "Company shall be responsible for getting a damage deposit, by major credit card, from each renter of any watercraft. Said damage deposit shall be set by Manager at a competitive rate that is charged by a like-kind business in the marketplace. Further, Manager shall be responsible for inspecting said watercraft before and after each rental, and shall be responsible for any damage caused to said watercraft that is not discovered during the post-rental inspection. It is Managers sole duty to train employees and staff to inspect said watercraft, and provide adequate tools and resources to inspect said watercraft. Manager is responsible for inspecting the hull of the boat, including anything visible above water and further for inspecting the lower unit and to ensure the motor is properly functioning. Manager shall not be expected to discover or collect for damages incurred by normal wear and tear or existing minor dings or dents to the hull of the boat. Manager shall be held to the standard of a novice untrained boat inspector"

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the day and year first set forth above.

CITY OF STORM LAKE, IOWA

REEL TIME RENTALS, L.L.C.

By: _____
Jon F. Kruse, Mayor

By: _____
Andrew W. Kosky, Manager/Member

ATTEST:

By: _____
Justin Yarosevich, City Clerk

KINSETH HOTEL CORPORATION

By: _____
Bruce Kineth, President

STATE OF IOWA)
) ss.
COUNTY OF BUENA VISTA)

This instrument was acknowledged before me this ____ day of _____, 2014, by Jon F. Kruse and Justin Yarosevich as Mayor and City Clerk of the City of Storm Lake, Iowa.

_____, Notary Public in and for said State

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2014, by Andrew W. Kosky, as Manager/Member of Reel Time Rentals, L.L.C.

_____, Notary Public in and for said State

STATE OF IOWA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2014, by Bruce Kineth, as President of Kineth Hotel Corporation.

_____, Notary Public in and for said State

Staff Summary

4/21/2014

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: Mike Wilson, Community Development Director

SUBJECT: **Motion Approving An Amendment To The Minature Golf Lease & Management Agreement**

BACKGROUND: After the first year of operation Pirate's Pointe (the Company) and Kinseth Hospitality (the Manager) desire to make a few changes to the Lease and Management Agreement. While these changes do not impact the City, the Lease and Management Agreement is a three way agreement between the City, the Company, and the Manager so the City needs to approve the changes.

The proposed changes are:

- *Adjust the amount of initial operating cash the Company will make available and adjust the amount of residual cash kept on hand during periods when the course is not in operation.

- *Adjust the management fee to \$2,200/mo for five months.

- *Change the title on the bank account to Reel Time Rentals, LLC dba Pirate's Pointe. The Company will have viewing access on the account.

- *Change the party responsible for reporting to the City regarding required deposits to the replacement reserve account.

FISCAL IMPACT: There is no fiscal impact to the City from these changes.

RECOMMENDATION: Approve the Motion

ATTACHMENTS:

Description	Type
 Amendment to Minature Golf Lease	Backup Material

**FIRST AMENDMENT TO LEASE AND MANAGEMENT
AGREEMENT FOR MINIATURE GOLF COURSE**

THIS FIRST AMENDMENT TO LEASE AND MANAGEMENT AGREEMENT FOR MINIATURE GOLF COURSE (this "Amendment") is made and entered into effective as of January ____, 2014 (the "Effective Date") by and between City of Storm Lake, Iowa, an Iowa municipality, having its principal offices at 620 Erie Street, Storm Lake, Iowa 50588 (hereinafter referred to as "City"), Kinseth Hotel Corporation, an Iowa corporation with its principal office at 2 Quail Creek Circle, North Liberty, Iowa 52317 (hereinafter referred to as "Manager"), and Reel Time Rentals, L.L.C., an Iowa limited liability company with its principal office at 1509 Richland Avenue, P.O. Box 336, Storm Lake, Iowa 50588 (hereinafter referred to as "Company"). City, Manager and Company are sometimes hereafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, the Parties desire to amend the Lease and Management Agreement for Miniature Golf Course (hereinafter "Agreement"), as provided herein, prior to the time the golf course is opened for business in 2014.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree to amend the Agreement as follows:

1. **Article II, Section 4. INITIAL OPERATING CASH.** Shall be deleted in its entirety and the following shall be inserted in lieu thereof:

"Section 4. **INITIAL OPERATING CASH:** "The Company shall provide Manager with initial operating cash in the sum of \$2,000.00 for the operation of the Course above that required for payment of payroll and accounts payable. Said retained operating cash shall be in the sum of \$1,000.00 while the Course is not in operation."

2. **Article II, Section 5. MANAGEMENT FEE.** Shall be deleted in its entirety and the following shall be inserted in lieu thereof:

"Section 5. **MANAGEMENT FEE:** "The Company shall pay the Manager a monthly management fee of \$2,200.00 for the months of May, June, July, August and September only (\$11,000/annually). Said fee shall be in consideration for any and all duties performed by Manager as set forth in the Agreement including but not limited to accounting services and daily reports."

3. **Article II, Section 6.** Shall be amended and the following shall be inserted in lieu thereof:

"Section 6. **MANAGEMENT FEE:** The second sentence shall begin with the phrase "The Manager" in lieu of "The Company."

4. **Section 7. OTHER TERMS.** Add the following to end of said paragraph: "The Parties agree that the bank account shall be titled in the name of Reel Time Rentals, LLC, d/b/a Pirates Pointe. The Company shall have viewing access to said account as provided by the Manager."

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the day and year first set forth above.

CITY OF STORM LAKE, IOWA

REEL TIME RENTALS, L.L.C.

By: _____
Jon F. Kruse, Mayor

By: _____
Andrew W. Kosky, Manager/Member

ATTEST:

By: _____
Justin Yarosevich, City Clerk

KINSETH HOTEL CORPORATION

By: _____
Bruce Kinseth, President

STATE OF IOWA)
) ss.
COUNTY OF BUENA VISTA)

This instrument was acknowledged before me this ____ day of _____, 2014, by Jon F. Kruse and Justin Yarosevich as Mayor and City Clerk of the City of Storm Lake, Iowa.

_____, Notary Public in and for said State

STATE OF IOWA)
) ss.
COUNTY OF BUENA VISTA)

This instrument was acknowledged before me this ____ day of April, 2014, by Andrew W. Kosky, as Manager/Member of Reel Time Rentals, L.L.C.

_____, Notary Public in and for said State

STATE OF IOWA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2014, by Bruce Kinseth, as President of Kinseth Hotel Corporation.

_____, Notary Public in and for said State

Staff Summary

4/21/2014

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: Doug Rainforth, Water Resource Manager

SUBJECT: **Approve Agreement With Rebecca & Layton Zylstra To Purchase Land For Well #20**

BACKGROUND: As a result of our Source Water Development Project, we have identified a viable location for a Dakota Aquifer Well (~500' deep) on the Rebecca & Layton Zylstra property located in Section 29, Washington Township, Buena Vista County.

After negotiations with the Zylstra family we have come to an agreement on price and terms to purchase 5.69 acres which would give us the IDNR required setback & control distance for our initial Well #20 and a secondary well site to install a replacement well when Well #20 has reached the end of it's production cycle.

The purchase agreement has been drafted by City Attorney Phil Havens and signed by the Zylstra family.

FISCAL IMPACT: The fiscal impact of the transaction would be the land purchase price of \$117,500 and legal cost of \$1,000 for a total of \$118,500.

This expense would be paid from the Water Revenue Bond that is funding the Well #20 Project.

Total cost of land purchase, construction, and installation of Well #20 is estimated at \$868,500.

RECOMMENDATION: Approve the Purchase of Land for Well #20

ATTACHMENTS:

Description	Type
 Zylstra Land Contract	Contract



REAL ESTATE CONTRACT - SHORT FORM

THE IOWA STATE BAR ASSOCIATION

Official Form No. 143

Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Philip E. Havens, 716 Lake Avenue, Storm Lake, IA 50588, Phone: (712) 732-7262

Taxpayer Information: (Name and complete address)

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

Return Document To: (Name and complete address)

Philip E. Havens, 716 Lake Avenue, Storm Lake, IA 50588, Phone: (712) 732-7262

Grantors:

Rebecca M. Zylstra

Layton Zylstra

Grantees:

City of Storm Lake

Legal description: See Page 2

Document or instrument number of previously recorded documents:



IT IS AGREED between Rebecca M. Zylstra and Layton Zylstra, wife and husband

("Sellers");

and the City of Storm Lake, Iowa, an Iowa municipal corporation.

("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Buena Vista County,
Iowa, described as:

The South 495.60 feet of the West 500.0 feet of said E 1/2 SE 1/4, except the South 60.0 feet thereof for public highway easement.

Containing 247,819 square feet or 5.69 acres, more or less. Area in roadway easement containing 30,006 square feet or 0.69 acres, more or less. Net area of tract containing 217,813 square feet or 5.00 acres, more or less.

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

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

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

1. **PRICE.** The total purchase price for the Real Estate is One Hundred Seventeen Thousand
Five Hundred and 0/100 Dollars (\$ 117,500.00) of which

No and 0/100

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

or as directed by Sellers, as follows:

The full purchase price will be paid on delivery of warranty deed at closing.

2. **INTEREST.** Buyers shall pay interest from _____ on the unpaid balance at the rate of _____ percent per annum payable _____. Buyers shall also pay interest at the rate of 4 percent per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.

3. **REAL ESTATE TAXES.** Sellers shall pay:

all real estate taxes delinquent if not paid September 1, 2014 and 74.59% of the real estate taxes delinquent if not paid April 1, 2015,

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

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

5. **POSSESSION CLOSING.** Sellers shall give Buyers possession of the Real Estate on May 15, 2014, provided Buyers are not in default under this contract. Closing shall be on May 15, 2014.

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

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

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

(no exceptions)

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

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

11. REMEDIES OF THE PARTIES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF Iowa, COUNTY OF Buena Vista

This record was acknowledged before me this 15th day of April, 2014,
by Rebecca M. Zylstra and Layton Zylstra, wife and husband



Susan Vossberg
Signature of Notary Public

STATE OF IOWA, COUNTY OF BUENA VISTA

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

Signature of Notary Public

STATE OF _____, COUNTY OF _____

This record was acknowledged before me this ____ day of _____,
by _____

Signature of Notary Public

STATE OF _____, COUNTY OF _____

This record was acknowledged before me this ____ day of _____,
by _____
as _____
of _____

Signature of Notary Public

STATE OF _____, COUNTY OF _____

This record was acknowledged before me this ____ day of _____,
by _____
as _____
of _____

Signature of Notary Public

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Rebecca M. Zylstra	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☒ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☐ Other (see instructions) ▶	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) 2329 Suncrest Dr. City, state, and ZIP code Ames, IA 50014	
Requester's name and address (optional) City of Storm Lake PO Box 1086 620 Erie Street Storm Lake, IA 50588		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
4	7	9	-	6	8	-	4	4	4
Employer identification number									
			-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ Rebecca M. Zylstra	Date ▶ 4/15/14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Staff Summary

4/21/2014

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: Doug Rainforth, Water Resource Manager

SUBJECT: **Contract With Taylor Contracting Co. For Water Distribution Building Construction**

BACKGROUND: As outlined in the 2015 City Budget, The Water Distribution staff will become a part of the Water Quality Department on July 1, 2014. They and their equipment will be physically relocated to the water plant, vacating their present space to allow the Parks Department to move in to it.

This contract will construct a 104' X 60' pole building to include office, break room, locker area, rest room, general vehicle and equipment area, as well as work shop space.

Once the building shell has been erected, City staff will pour the concrete floor and approach, insulate and sheet interior walls, plumb, and heat to minimize cost.

The City solicited quotes from local contractors for the project and received two quotes which were as follows:

Morton Buildings: \$100,758

Taylor Contracting Co.: \$76,463

FISCAL IMPACT: This contract cost is \$76,463 with a projected total project cost of \$150,000. This is budgeted out of the Water Fund reserves.

RECOMMENDATION: Approve contract with Taylor Contracting Co.

ATTACHMENTS:

Description	Type
☐ Morton Building Quote	Contract
☐ Taylor Water Dist. Quote	Contract

\$115,648
Doors - 14,890
\$100,758



MORTON BUILDINGS, INC.

252 W. Adams, P.O. Box 399 • Morton, Illinois 61550-0399

Date: 4/11/2014
Page: 1 of 11

Building #1 Specifications

Style	Width	Height	Length	Truss Spacing	Roof Pitch	Lower Chord Pitch
306	60'	16' 4"	72'	8'	4/12	0/12

306 60'x16' 4"x72' (#1) - Building Use: Commercial - Vehicle storage/Water Treatment Plant

Foundation

Treated columns with Morton's Galvanized Support Stilt System and Readi-Mix Concrete footings

Siding

East, North, West, South wall(s) Fluoroflex™ 1000 Hi-Rib Steel Minimum .019 (Fastened with EPDM Washer Nails) without wainscot

Roof

Fluoroflex™ 1000 Hi-Rib Steel Minimum .019 (Fastened with EPDM Washer Nails) with Vent-A-Ridge

Overhangs

East, West wall(s) 1' Wide Vented Sidewall Overhang with Standard 6" fascia, Gutters, downspouts with elbows at base
North wall(s), No Overhang
South wall(s) 1' Wide Non Vented Endwall Overhang with Standard 6" fascia

Walk Doors

1 A 3' x 6'8" MB 910 9 Lite Tempered Glass in Plain Flat Leaf Walk Door(s) out-swing left hinge with closer, lockset

Windows

3 B 4'4"x2'9" MB Sliding Window(s)

Overhead Door Opening

2 C 18'0" x 14'0" Overhead Door Opening, 18' 2" X 14' 1" Panel, 2' Headroom with preparation for future interior liner
See Subcontract Section for Detailed Door Information, a set of 4" x 4" jamb protectors

Subcontracts

Install (2) 18' x 14' factory finish white, flush panel, CHI (3216) insulated (R-17.54) overhead doors, steel on both sides, row of windows in the 3rd section, 2" track, single trolley commercial electric operators, open/close/stop wall buttons complete with 1 remote control per door. Panel width: 18'-2"/height: 14'-1". Headroom requirement: 18" at the jambs/22" center of the door.

Install (1) 18' x 16' factory finish white, flush panel, CHI (3216) insulated (R-17.54) overhead door, steel on both sides, row of windows in the 3rd section, 2" track, single trolley commercial electric operator, open/close/stop wall buttons complete with 1 remote control. Panel width: 18'-2"/height: 16'-1". Headroom requirement: 18" at the jambs/22" center of the door.



Note: Electrical connections by others.

Additional Information**Manually Added**

980.00 SF OPEN SIDE OR END-300

Customer to provide a clear and level site of 80' wide x 125' long before any tapering.

Customer to provide Building Permit if required.

Price does not include: soil tests, electrical, plumbing, heating, air cond., excavation, fill material, concrete or any such items that are not listed.

Morton Buildings, Inc. provides, Certified Stamped Plans, porta-pot/dumpster, *IA One Call and Builders Risk Insurance during construction. *NOTE: Private utilities are to be located by the owner.

NOTE: Bldg. #1 is connected end wall to end wall with bldg. #2 for a total of 104' in length.

Options:

1). Add complete Morton poly white Hi-rib steel ceiling (.016) in both bldgs., vapor barrier, stop air deflectors at the eaves, close ceiling wall cavity complete with (2) 30"x30" insulated attic doors. No attic insulation is included. Add.....\$21,900.00.

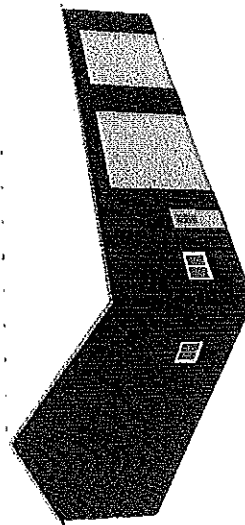
2). Add 14" Knauf blown in fiberglass insulation (R-40) in both attics. Add.....\$5,125.00.

3). Add 9" (R-30) wall insulation to all walls, vapor barrier and nailers approx. 32" o.c. Steel wall liner or any other wall liner product are not included for the interior walls. Add.....\$9,875.00.

4). Remove all included overhead doors leaving openings framed, flashed and weather sealed for customer installed overhead doors. Deduct.....\$(14,890.00).

**Building 306 60'x16' 4"x72' (#1) Perspective From The Southeast**

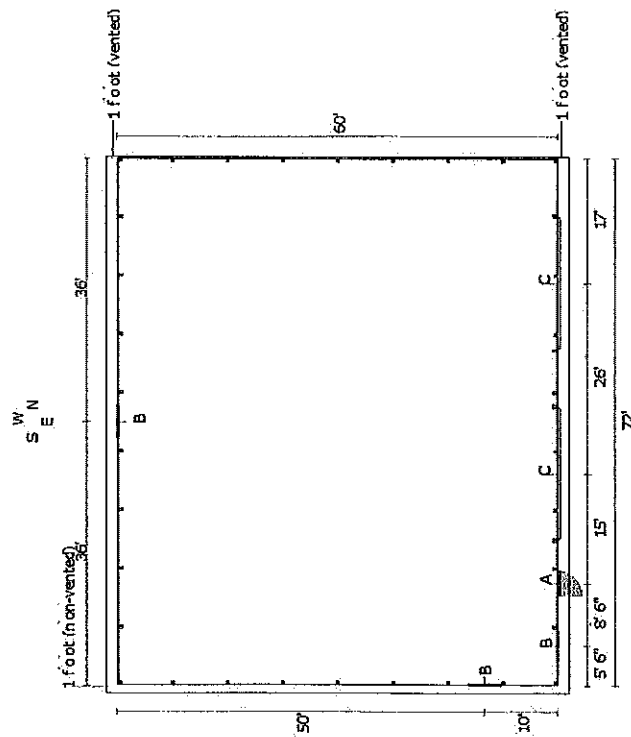
Peak Height	27'10"
Soffit Height	17'7.5"
Grade to Heel	16'4"
Roof Pitch	4/12



**Building 306 60'x16' 4"x72' (#1) Perspective From The Northwest**

Peak Height	27'10"
Soffit Height	17' 7.5"
Grade to Heel	16' 4"
Roof Pitch	4/12



**306 60'x16' 4"x72' (#1) Column Plan**



Building #2 Specifications

Building Info	Style	Width	Height	Length	Truss Spacing	Roof Pitch	Lower Chord Pitch
	306	60'	18' 4"	32'	8'	4/12	0/12

306 60'x18' 4"x32' (#2) - Building Use: Commercial - Vehicle storage Water Treatment Plant.

Foundation

Treated columns with Morton's Galvanized Support Stilt System and Readi-Mix Concrete footings

Siding

East, North, West, South wall(s) Fluoroflex™ 1000 Hi-Rib Steel Minimum .019 (Fastened with EPDM Washer Nails) without wainscot

Roof

Fluoroflex™ 1000 Hi-Rib Steel Minimum .019 (Fastened with EPDM Washer Nails) with Vent-A-Ridge

Overhangs

East, West wall(s) 1' Wide Vented Sidewall Overhang with Standard 6" fascia, Gutters, downspouts with elbows at base
 North, South wall(s) 1' Wide Non Vented Endwall Overhang with Standard 6" fascia

Walk Doors

1 A 3' x 6'8" MB 910 9 Lite Tempered Glass in Plain Flat Leaf Walk Door(s) out-swing left hinge with closer, lockset

Windows

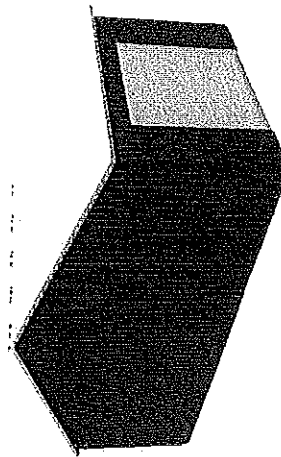
1 B 4'4"x2'9" MB Sliding Window(s)

Overhead Door Opening

1 C 18'0" x 16'0" Overhead Door Opening, 18' 2" X 16' 1" Panel, 2' Headroom with preparation for future interior liner
 See Subcontract Section for Detailed Door Information, a set of 4" x 4" jamb protectors

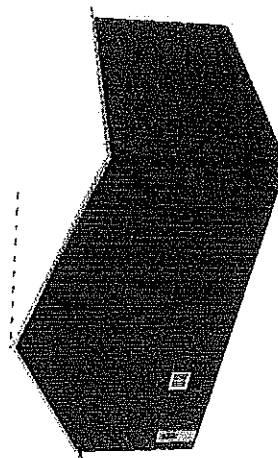
**Building 306 60'x18' 4"x32' (#2) Perspective From The Southeast**

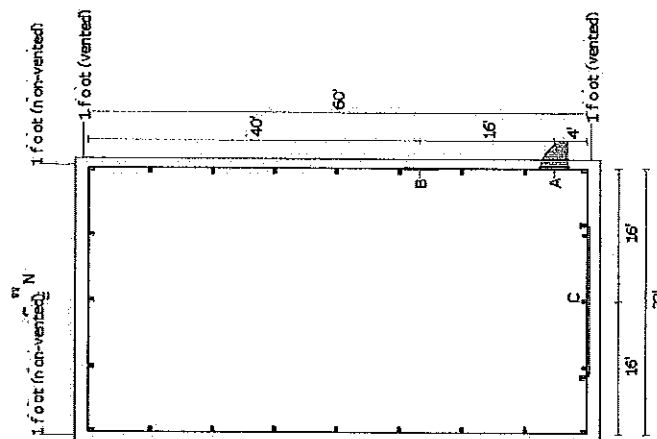
Peak Height 29'10"
Soffit Height 19'7.5"
Grade to Heel 18'4"
Roof Pitch 4/12



**Building 306 60'x18' 4"x32' (#2) Perspective From The Northwest**

Peak Height	29'10"
Soffit Height	19' 7.5"
Grade to Heel	18' 4"
Roof Pitch	4/12



**306 60'x18' 4"x32' (#2) Column Plan**



Building Investment

Total Estimated Project Cost as described including Material, Tax, and Labor*: \$115,648.00

\$34,694.00 Down Payment

\$69,389.00 Due Upon Delivery of Materials

\$11,565.00 Due When Morton Buildings' Scope of Work is Complete

* Building Proposal Good for 15 Days from the date specified on cover letter.

If you accept this pricing proposal you must enter into a written building order which contains additional terms and conditions. This proposal is not intended to be a contract for construction.

This proposal contains information which is proprietary and/or are trade secrets and may not be disclosed to third-parties without the express written authorization of Morton Buildings, Inc.

405 Walter Road
PO Box 38
Mazomanie, WI 53560
Phone: (608) 795-2294
Fax: (608) 795-2534
WickBuildings.com

47 933
28,530
\$ 76,463



Proposal

OWNER/PURCHASER: STORM LAKE CITY OF STORM LAKE E 6th AND ERIE ST STORM LAKE IA 50588 Primary Phone: (712) 732-8002 Business Phone: (712) 732-8001 Mobile Phone: (712) 291-2508	BUILDING SITE: STORM LAKE E 6th AND ERIE ST STORM LAKE IA 50588 County: BUENA VISTA Miles: 321	BUILDER: Wick Buildings Wick Builder
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BASE BUILDING SPECIFICATIONS:

Wing #/Wing Name:	1: STORM LAKE WATER TWO	Wing Description:	
Building Class:	IBC Code - 8' Bays		
Building Size:	Width: 60'-0" Length: 32'-0"	Intended Use:	Commercial Repair/Service Garage
Clearance:	Interior Clear Height: 18'-4"	Bay Spacing:	4 @ 8'-0"

COLORS:

Roof Cover:	Undecided	Ridgecap:	Undecided	UCR Trim at Rake:	Undecided
Wall Cover:	Undecided	Gable Cover:	Undecided	Trim:	Undecided
UCR Trim at Corner:	Undecided	Gutters:	Undecided	Gutter Trim:	Undecided
Downspouts:	Undecided	Overhead Door Trim:	Undecided		

OPTION SPECIFICATIONS

QUANTITY U/M

Wall Construction

Open Endwall

Partial Open Endwall and Attach Credit
Left Endwall

1,080.00 SF

Gutters

Gutter and Downspout
Top: 0, Bottom: 32 (Full Wall), Left: 0, Right: 0

32.00 LF

Doors/Windows

Walk Doors

Commercial 3' x 6'8" Metal Frame Metal Door w/o Liner w/o Flushwall
Swing: Left-In, Location: Right Endwall 4'-0" off corner, Elevation: 0

1.00 EA

Windows

Plyco CTB Step Saver Slider 4'x3' w/o Liner
4'-0"W x 3'-0"H, Location: Right Endwall 30'-0" off corner, Header Height: 6'-9"

1.00 EA

Overhead Frameouts

Sidewall Overhead Door Frameout 18'-0"W x 16'-0"H
Location: Bottom Sidewall 15'-0" off corner, Elevation: 2, I-Beam Header (Auto), Trusses Displaced: 2

1.00 EA

Lites/Ridges

405 Walter Road
PO Box 38
Mazomanie, WI 53560
Phone: (608) 795-2294
Fax: (608) 795-2534
WickBuildings.com



Proposal

OPTION SPECIFICATIONS	QUANTITY	U/M
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Vented Ridge		
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Flo-Thru Ridge Ventilation 12 Sq in/LF Net Free Vent Area	32.00	LF
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Total Proposed Investment: \$28,530.00

405 Walter Road
PO Box 38
Mazomanie, WI 53560
Phone: (608) 795-2294
Fax: (608) 795-2534
WickBuildings.com



Proposal

OWNER/PURCHASER: STORM LAKE CITY OF STORM LAKE E 6th AND ERIE ST STORM LAKE IA 50588 Primary Phone: (712) 732-8002 Business Phone: (712) 732-8001 Mobile Phone: (712) 291-2508	BUILDING SITE: STORM LAKE E 6th AND ERIE ST STORM LAKE IA 50588 County: BUENA VISTA Miles: 321	BUILDER: Taylor Contracting Company Albert White 307 Flint Drive P.O Box 1337 STORM LAKE IA 50588 Primary Phone: (712) 732-1619 Business Phone: (712) 732-1619 Home Phone: (712) 732-7258 Mobile Phone: (712) 291-1406 Business Fax: (712) 732-3522
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BASE BUILDING SPECIFICATIONS:

Wing #/Wing Name:	1: STORM LAKE WATER	Wing Description:	
Building Class:	IBC Code - 8' Bays		
Building Size:	Width: 60'-0" Length: 72'-0"	Intended Use:	Commercial Storage Garage
Clearance:	Interior Clear Height: 16'-4"	Bay Spacing:	9 @ 8'-0"

COLORS:

Roof Cover:	Undecided	Ridgecap:	Undecided	UCR Trim at Rake:	Undecided
Wall Cover:	Undecided	Gable Cover:	Undecided	Trim:	Undecided
UCR Trim at Corner:	Undecided	Gutters:	Undecided	Gutter Trim:	Undecided
Downspouts:	Undecided	Overhead Door Trim:	Undecided		

OPTION SPECIFICATIONS

QUANTITY U/M

Wall Construction

Open Endwall

Open Endwall & Attach: 60' Width- 16' ICH- 8' Bay: 30psf Grnd Snw Ld

1.00 EA

Right Endwall

REMOVE THE STEEL SIDING ON THE ENDWALL.

Gutters

Gutter and Downspout

72.00 LF

Top: 0, Bottom: 72 (Full Wall), Left: 0, Right: 0

Doors/Windows

Walk Doors

Commercial 3' x 6'8" Metal Frame Metal Door w/o Liner w/o Flushwall

1.00 EA

Swing: Left-In, Location: Bottom Sidewall 10'-0" off corner, Elevation: 0

Windows

Plyco CTB Step Saver Slider 4'x3' w/o Liner

1.00 EA

4'-0"W x 3'-0"H, Location: Left Endwall 19'-0" off corner, Header Height: 6'-9"

Plyco CTB Step Saver Slider 4'x3' w/o Liner

1.00 EA

4'-0"W x 3'-0"H, Location: Bottom Sidewall 6'-0" off corner, Header Height: 6'-9"

405 Walter Road
PO Box 38
Mazomanie, WI 53560
Phone: (608) 795-2294
Fax: (608) 795-2534
WickBuildings.com



Proposal

OPTION SPECIFICATIONS	QUANTITY	U/M
-----------------------	----------	-----

Plyco CTB Step Saver Slider 4'x3' w/o Liner	1.00	EA
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4'-0"W x 3'-0"H, Location: Top Sidewall 36'-0" off corner, Header Height: 6'-9"

Overhead Frameouts

Sidewall Overhead Door Frameout 18'-0"W x 14'-0"H	1.00	EA
---	------	----

Location: Bottom Sidewall 33'-0" off corner, Elevation: 2, I-Beam Header (Auto), Trusses Displaced: 2

Sidewall Overhead Door Frameout 18'-0"W x 14'-0"H	1.00	EA
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Location: Bottom Sidewall 55'-0" off corner, Elevation: 2, I-Beam Header (Auto), Trusses Displaced: 2

Lites/Ridges

Vented Ridge

Flo-Thru Ridge Ventilation 12 Sq in/LF Net Free Vent Area	72.00	LF
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Miscellaneous

Engineering Costs

Structural Basic Plan Set - Class B2	1.00	EA
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SEAL REQUIRED ON PLANS TO MEET STORM LAKE CITY CODE

-- Engineer Seal on Basic Plan Set	1.00	EA
------------------------------------	------	----

Total Proposed Investment: \$47,933.00

Staff Summary

4/21/2014

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: Doug Rainforth, Water Resource Manager

SUBJECT: **Resolution No. 80-R-2013-2014 Approving Change Order #2, FEMA Contract V - Wastewater Treatment Plant**

BACKGROUND: A significant component of our FEMA Contract V - Wastewater Treatment Plant project is the modification of the existing aeration basins. To accomplish that, each basin, one at a time, will be taken off-line, forcing all of our wastewater to flow to one basin at a time.

We had serious concerns about accomplishing adequate treatment during the time the first basin was off line and assumed we would be diverting a portion of the flow to the Equalization Basin for treatment at a later time.

The Hillshire fire and resulting reduction in wastewater flow and loading offers us an opportunity to adjust the contractor work schedule to allow the modification of Aeration Basin #1 immediately. This change order accomplishes exactly that.

Gridor Construction and Veenstra & Kimm have approved and signed the change order.

FISCAL IMPACT: As this work was a part of the original contract, there is simply a construction schedule adjustment and no cost associated in the Change Order.

There is a completion date of September 15, 2014 and associated liquidated damages of \$500/day for the contractor to insure work is completed prior to the Hillshire resumption of operations.

RECOMMENDATION: Approve Resolution No. 80-R-2013-2014 Change Order #2, FEMA Contract V - Wastewater Treatment Plant

ATTACHMENTS:

Description	Type
 Resolution No. 80-R-2013-2014	Resolution
 Change Order #2	Change Order

RESOLUTION NO. 80-R-2013-2014

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

To approve Change Order No. 2 to the contract with Gridor Construction, Inc. for the Sanitary Sewer System Mitigation Project – Contract 5 – Wastewater Treatment Plant, to allow Gridor Construction, Inc. to start retrofitting one aeration basin in April 2014 under the following conditions:

- A. One of the aeration basins would be prepared for renovation work to start as early as the morning of April 17, 2014. The cleanup of the tank would begin immediately thereafter as set forth in the original proposal. Gridor Construction, Inc. could begin work on the renovation as soon as the cleanup is completed. The City will endeavor to complete the clean out of the tank as quickly as possible.
- B. In the event the aeration basin and one final clarifier is not in service by September 15, 2014, liquidated damages in the amount of \$500 per day will be assessed until one aeration basin and one final clarifier is in service. The liquidated damages would be additional interim liquidated damages and would not alter the liquidated damages assessment provision of the existing contract.
- C. Gridor Construction, Inc. must complete the piping to allow the City to use the new equalization basin cell no later than May 15, 2014.
- D. Once the grading and seeding on interior of the new equalization basin cell have been satisfactorily completed, the City would assume responsibility for reseeding or repair of the grading if the equalization basin is placed in service prior to final acceptance of the contract.

There is no cost for Change Order #2. Total contract cost after change order #2 is \$8,803,181.

PASSED AND APPROVED this 21st day of April, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

April 15, 2014

CHANGE ORDER NO. 2

STORM LAKE, IOWA
SANITARY SEWER SYSTEM MITIGATION PROJECT
CONTRACT 5 – WASTEWATER TREATMENT PLANT
FEMA – DR-1763-IA
HMGP PROJECT NO. 0165

This change order is to document 1 modification to the construction contract for Contract 5 - Wastewater Treatment Plant. The modification included in this change order is for changing the scope of work to the contract. Compensation for the Contractor for the item is based on the Contractor's Proposal as reviewed, negotiated and approved. The modification to the contract included in Change Order No. 2 is as shown on Attachment A.

Change Order No. 2 to the contract for the Contract 5 - Wastewater Treatment Plant provides for no change in the contract price.

GRIDOR CONSTRUCTION, INC.

By [Signature]

Title VICE PRESIDENT

Date 4/16/14

VEENSTRA & KIMM, INC.

By JAMIE C. LOPEZ

Title Project Engineer

Date 4/15/14

CITY OF STORM LAKE, IOWA

By _____

Title _____

Date _____

ATTEST:

By _____

Title _____

Date _____

ATTACHMENT A

CHANGE ORDER NO. 2

**STORM LAKE, IOWA
SANITARY SEWER SYSTEM MITIGATION PROJECT
CONTRACT 5 – WASTEWATER TREATMENT PLANT
FEMA – DR-1763-IA
HMGP PROJECT NO. 0165**

COST CHANGES

1. The City of Storm Lake will allow Gridor Construction, Inc. to start retrofitting one aeration basin in April 2014 under the following conditions:
 - A. One of the aeration basins would be prepared for renovation work to start as early as the morning of April 17, 2014. The cleanup of the tank would begin immediately thereafter as set forth in the original proposal. Gridor Construction, Inc. could begin work on the renovation as soon as the cleanup is completed. The City will endeavor to complete the clean out of the tank as quickly as possible.
 - B. In the event the aeration basin and one final clarifier is not in service by September 15, 2014, liquidated damages in the amount of \$500 per day will be assessed until one aeration basin and one final clarifier is in service. The liquidated damages would be additional interim liquidated damages and would not alter the liquidated damages assessment provision of the existing contract.
 - C. Gridor Construction, Inc. must complete the piping to allow the City to use the new equalization basin cell no later than May 15, 2014.
 - D. Once the grading and seeding on interior of the new equalization basin cell have been satisfactorily completed, the City would assume responsibility for reseeding or repair of the grading if the equalization basin is placed in service prior to final acceptance of the contract.

Total No Change

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.



Signed:

Date:

James C. Lorence

4/15/14

James C. Lorence, P.E.

Iowa License No. 8876

My license renewal date is December 31, 2015

Detailed parts covered by this seal:

All

Staff Summary

4/21/2014

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: Jennifer Movall, Finance Department Manager

SUBJECT: **Resolution No. 81-R-2013-2014 Approving Change to Compensatory Time Policy**

BACKGROUND: During the review of the City's employee handbook it was found that the City's policy on compensatory time needed to be updated to be more detailed and easier to follow for employees and Department Heads. We researched what other cities in Iowa offer for their compensatory time policy and found it varies widely from city to city.

All non-exempt (hourly) employees, with the exception of seasonal and part-time employees, whose total worked and/or leave hours exceed forty (40) hours in a standard week are eligible, at the employee's option, for overtime pay or compensatory time. Compensatory time is calculated at a rate of one and one-half times the excess hours worked in a pay period.

The major changes to the policy include:

- *The maximum amount of compensatory time an employee is allowed to accrue is 39 hours

- *The time frame for an employee to accrue compensatory time is June 1st to May 31st

- *All hours accrued, but not used by May 31st will be paid out annually in June

- *Once hours are banked as compensatory time they cannot be converted back to pay until May 31st.

FISCAL IMPACT: The fiscal impact will be minimal since we would be paying the overtime hours if they did not bank it as compensatory time.

RECOMMENDATION: Approve Resolution No. 81-R-2013-2014.

ATTACHMENTS:

Description	Type
 Compensatory Time Policy	Policy
 Resolution No. 81-R-2014-2014	Resolution

Compensatory Time

All non-exempt (hourly) employees, with the exception of Seasonal and Part-Time employees, whose total worked and/or leave hours exceed forty (40) hours in a standard week are eligible, at the employee's option, for overtime pay or compensatory time. Compensatory time would be calculated at a rate of one and one-half times the excess hours worked in overtime calculated at the rate of one and one-half times the employee's regular rate of pay for excess hours worked.

An employee desiring compensatory time off rather than payment shall notify the Department Head and City Manager in writing, on the form prescribed by the City, prior to the cutoff period for computing wages for the period in which the overtime payment would ordinarily have been made.

The Human Resources department shall keep a record of the compensatory time, which an employee has earned or used, and the employee may request to see such record at any reasonable time. The Department Head shall submit (with each time card) a complete report for each employee's compensatory time accumulation including his or her signature indicating their approval of the option to bank compensatory time.

A regular non-exempt employee shall not accrue more than 39 hours during the time frame of June 1st to May 31st. A total of 39 hours is the max that can be accrued during this time frame. If an employee accrues 39 hours and then uses 8 hours, that employee cannot accrue another 8 hours to reach the max again. Compensatory time must be accrued and used in hour increments. Employees may not carry a negative balance in their compensatory time bank.

All hours accrued, but not used by May 31st, will be paid out in June annually. Once hours are banked as compensatory time they cannot be converted back to pay until May 31st.

Compensatory time off shall be taken at the discretion of the Department Head. All efforts shall be made to grant requests for compensatory time off unless said request constitutes a hardship for the department. Employees must complete a leave request form to use their compensatory time. A 30-day notice is requested to use compensatory time.

RESOLUTION NO. 81-R-2013-2014

RESOLUTION AMENDING THE STORM LAKE EMPLOYEE POLICY HANDBOOK BY AMENDING ARTICLE 9 SECTION 4. COMPENSATORY TIME

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA that the City of Storm Lake Employee Policy Handbook ADOPTED June 8, 2001, be amended by deleting the current Article 9, Section 4. Compensatory Time and replacing it with the following:

Section 4. Compensatory Time

A. All non-exempt (hourly) employees, with the exception of Seasonal and Part-Time employees, whose total worked and/or leave hours exceed forty (40) hours in a standard week are eligible, at the employee's option, for overtime pay or compensatory time. Compensatory time would be calculated at a rate of one and one-half times the excess hours worked in overtime calculated at the rate of one and one-half times the employee's regular rate of pay for excess hours worked.

B. An employee desiring compensatory time off rather than payment shall notify the Department Head and City Manager in writing, on the form prescribed by the City, prior to the cutoff period for computing wages for the period in which the overtime payment would ordinarily have been made.

C. The Human Resources department shall keep a record of the compensatory time, which an employee has earned or used, and the employee may request to see such record at any reasonable time. The Department Head shall submit (with each time card) a complete report for each employee's compensatory time accumulation including his or her signature indicating their approval of the option to bank compensatory time.

D. A regular non-exempt employee shall not accrue more than 39 hours during the time frame of June 1st to May 31st. A total of 39 hours is the max that can be accrued during this time frame. If an employee accrues 39 hours and then uses 8 hours, that employee cannot accrue another 8 hours to reach the max again. Compensatory time must be accrued and used in hour increments. Employees may not carry a negative balance in their compensatory time bank.

E. All hours accrued, but not used by May 31st, will be paid out in June annually. Once hours are banked as compensatory time they cannot be converted back to pay until May 31st.

F. Compensatory time off shall be taken at the discretion of the Department Head. All efforts shall be made to grant requests for compensatory time off unless said request constitutes a hardship for the department. Employees must complete a leave request form to use their compensatory time. A 30-day notice is requested to use compensatory time.

PASSED AND APPROVED this 21st day of April, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

4/21/2014

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: James H. Patrick, City Manager

SUBJECT: **Resolution No. 82-R-2013-2014 Approving Change Order #3 To FEMA Sanitary Sewer System Mitigation Project, Contract #4**

BACKGROUND: FEMA Contract #4 is for construction of the lift stations and connections to the sewer interceptors. The contractor is Eriksen Construction.

During the construction of Lift Station 2-2 and 2-2A, the contractor encountered a layer of wet soft soil under the base of the valve manholes. These valve manholes are much shallower than the lift station. The soil conditions at the deeper level, under the lift stations, were satisfactory and no remedial work was required.

The soils at the base of the valve manholes appeared to be too soft and spongy to support the valve manholes. To remedy this situation, the contractor over excavated the area under the valve manholes and installed granular material. The granular material extended over the diameter of the valve manhole and extended vertically to sound soil underlying the soft soil layer.

Upon reviewing the contractor's claims, it appeared that the contractor's dewatering activities could have been more effective. The soil conditions suggested additional dewatering may have improved the soil conditions. However, the soil conditions are such that it was unlikely additional dewatering could have provided suitable conditions for the foundation and some remediation needed to be done.

The City has negotiated with the contractor and reached agreement with the contractor that the City will pay for half of the granular material and Eriksen will pay for half of the material. Under this cost sharing agreement, both the City and contractor will pay \$5,352.00.

FISCAL IMPACT: Original Contract Amount - \$3,704,400.00

Previously Approved Change Orders -	\$78,892.00
This Change Order -	\$5,352.00
Adjusted Contract with this Change Order -	\$3,788,644.00
Percentage Change this Change Order -	0.14%
Accumulative Change, All Change Orders -	2.26%

RECOMMENDATION:

Approve Resolution No. 82-R-2013-2014, Approving Change Order #3 to FEMA Sewer System Mitigation Contract #4

ATTACHMENTS:

	Description	Type
📎	Resolution No. 82-R-2013-2014	Resolution
📎	Change Order #3 - Contract 4	Change Order

RESOLUTION NO. 82-R-2013-2014

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

To approve Change Order No. 3 to the contract with Eriksen Construction Co., Inc. for the Sanitary Sewer System Mitigation Project – Contract 4 – Lift Stations, to compensate the contractor for the cost of placing granular material under the valve manhole at Lift Station 2-2 and at Lift Station 2-21.

Costs included in Change Order No. 3 is as follows:

1. Granular material under the valve manhole at Lift Station 2-2 increase of \$1,921.00
2. Granular material under the valve manhole at Lift Station 2-2A increase of \$3,431.00

Total cost for Change Order No. 3 is an increase of \$5,352.00 to the contract. Total contract cost after Change Order No. 3 is \$3,788,644.00.

PASSED AND APPROVED this 21st day of April, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

April 1, 2014

CHANGE ORDER NO. 3

CITY OF STORM LAKE, IOWA
SANITARY SEWER SYSTEM MITIGATION PROJECT
CONTRACT 4 – LIFT STATIONS

Description

Change Order No. 3 is to compensate the contractor for the cost of placing granular material under the valve manhole at Lift Station 2-2 and at Lift Station 2-2A. During the excavation for Lift Station 2-2 and for Lift Station 2-2A it was determined the soil conditions at the manhole were very soft and spongy. The soil conditions did not appear to be suitable to provide a sound foundation for the valve manhole. The contractor excavated to firm soil and installed granular material to provide a sound base for the valve manholes. The change order compensates the contractor for 50% of the cost of the granular material. The contractor is responsible for the remaining 50% of the cost under the cost sharing arrangement.

Change Order Costs

The costs for the items included in Change Order No. 3 is as follows:

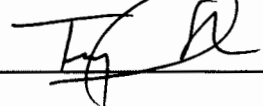
- | | | |
|----|--|-------------------|
| 1. | Granular material under the valve manhole at Lift Station 2-2 | \$1,921.00 |
| 2. | Granular material under the valve manhole at Lift Station 2-2A | <u>\$3,431.00</u> |

TOTAL \$5,352.00

Financial Summary

Original Contract Amount	\$3,704,400.00
Previously Approved Change Orders	\$78,892.00
Previously Adjusted Contract Price	\$3,783,292.00
This Change Order	\$5,352.00
Adjusted Contract with this Change Order	\$3,788,644.00
Percentage Change this Change Order	0.14%
Accumulative Change, All Change Orders	2.27%

ERIKSEN CONSTRUCTION CO., INC.

By 

Title President

Date 4/4/14

VEENSTRA & KIMM, INC.

By 

Title President

Date April 8, 2014

CITY OF STORM LAKE, IOWA

By _____

Title _____

Date _____

ATTEST:

By _____

Title _____

Date _____

Staff Summary

4/21/2014

Agenda Item # 19.



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

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Resolution No. 83-R-2013-2014 Setting A Public Hearing On Vacating Public Right Of Way**

BACKGROUND: The City has been requested to consider vacating a portion of W. 6th Street from Highview to Pleasantview on behalf of Buena Vista Regional Medical Center.

BVRMC has purchased the property along the north side of W. 6th Street and owns the property to the south side of the Right Of Way. They are proposing to improve their storm water management systems in return for this property.

The City does have a sewer line under this area and would need to retain a utility easement.

To start this process, Council is asked to set a public hearing for May 5th at 5:00 PM to hear the public regarding the vacation of the ROW and sale of the ROW.

FISCAL IMPACT: The only fiscal impact at this time would be approximately \$50.00 to advertise the public hearing.

RECOMMENDATION: Pass Resolution No. 83-R-2013-2014 Setting a Public Hearing to Vacate Public Right Of Way for May 5th at 5:00 PM

ATTACHMENTS:

Description	Type
 Resolution No. 83-R-2013-2014	Resolution

RESOLUTION NO. 83-R-2013-2014

**RESOLUTION SCHEDULING PUBLIC HEARING ON PROPOSED VACATION OF PARTS
OF WEST 6TH STREET AND HIGHVIEW DRIVE**

WHEREAS, the City of Storm Lake, Iowa has received a request from Buena Vista Regional Medical Center (“BVRMC”) to consider vacating a portion of West 6th Street and a portion of Highview Drive 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.

WHEREAS, BVRMC has purchased property on the north side of the West 6th Street right-of-way in the area proposed to be vacated and owns the property on the south side of the West 6th Street right-of way in the area proposed to be vacated;

WHEREAS, BVRMC is proposing to improve its storm water management systems or make other improvements should it acquire the above-described parts of rights-of-way from the City of Storm Lake after any vacation of the portions of the rights-of-way described above;

WHEREAS, the City of Storm Lake has a sewer line buried in the above described rights-of-way that will need to be retained and maintained by the City, and so any vacation of the above-described street rights-of-way would be subject to a utility easement retained by the City of Storm Lake;

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

as follows:

1. The City of Storm Lake shall consider the proposal to vacate the street rights-of-way described above, subject to the City's retention of a utility easement on, under, and through the entirety of the rights-of-way described above. The meeting of the City Council at which the proposed vacation is to be considered shall be held in the Council Chambers at City Hall, Storm Lake, Iowa at 5:00 p.m. on the 5th day of May, 2014, at which time the City Council will hear both those who oppose and those who favor the proposal.

2. The City Clerk shall publish in the Storm Lake Times notice of the hearing on the proposed vacation not less than four days prior to the date of the hearing.

Passed and approved this 21st day of April, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

4/21/2014

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: **STUDY SESSION - Review Proposed Storm Lake Storm Water Ordinance**

BACKGROUND: The City of Storm Lake, with its close proximity to Lake Storm Lake, was designated as a Municipal Separate Storm Sewer System, "MS4" City by the Iowa DNR several years ago. As a condition of the City's MS4 permit, the City is obligated to adopt and enforce a Post Construction Storm Water Control ordinance.

The City has been working on a draft of the Storm Lake Storm Water Ordinance with the assistance of Jay Michels from EOR. Tonight Mr. Michels will lead a discussion through the proposed Storm Water Ordinance.

FISCAL IMPACT: There is no fiscal impact to this study session

RECOMMENDATION: Provide comments and questions to the proposed Ordinance.

ATTACHMENTS:

Description	Type
☐ DRAFT Storm Water Ordinance	Ordinance

CITY OF STORM LAKE, IOWA

POST-CONSTRUCTION STORMWATER CONTROL ORDINANCE

159.01 Findings of Fact

159.02 Purpose

159.03 Applicability

159.04 Compatibility with Other Requirements

159.05 Permit Procedures and Requirements

159.06 Stormwater Standards

159.07 Waivers

159.08 Approval of Stormwater Management Concept Plan

159.09 Approval of Stormwater Management Final Plan

159.10 Performance Security or Bond

159.11 Maintenance Performance Security or Bond Requirements

159.12 Construction Inspection

159.13 Maintenance and Repair of Stormwater BMPs

159.14 Enforcement and Penalties

159.15 Appeal

159.16 Definitions

159.01 FINDINGS OF FACT.

1. The U.S. EPA's National Pollutant Discharge Elimination System ("NPDES") permit program ("Program") administered by the Iowa Department of Natural Resources ("IDNR") requires that cities meeting certain demographic and environmental impact criteria obtain from the IDNR an NPDES permit for the discharge of stormwater from a Municipal Separate Storm Sewer System ("MS4") ("MS4 Permit"). The City of Storm Lake is subject to the Program and is required to obtain, and has obtained, an MS4 Permit; the City's MS4 Permit is on file at the office of the City Clerk and is available for public inspection during regular office hours.
2. As a condition of the City's MS4 Permit, the City is obliged to adopt and enforce a POST-CONSTRUCTION STORMWATER CONTROL ordinance.

3. No State or Federal funds have been made available to assist the City in administering and enforcing the Program. Accordingly, the City shall fund its operations under this chapter entirely by charges imposed on the owners or developers of properties which are made subject to the Program by virtue of State and Federal law, and/or other sources of funding established by a separate ordinance.
4. Land development and associated increases in impervious cover alter the hydrologic response of local watersheds and increase stormwater runoff rates and volumes, flooding, stream channel erosion, and sediment transport and deposition; this stormwater runoff contributes to increased quantities of water-borne pollutants; and stormwater runoff, soil erosion, and non-point source pollution can be controlled and minimized through the regulation of stormwater runoff from development sites.
5. Therefore, the City of Storm Lake establishes this set of City stormwater requirements to provide reasonable guidance for the regulation of stormwater runoff for the purpose of protecting local water resources from degradation. It is determined that the regulation of stormwater runoff discharges from land development and other construction activities in order to control and minimize increases in stormwater runoff rates and volumes, soil erosion, stream channel erosion, and non-point source pollution associated with stormwater runoff is in the public interest and will prevent threats to public health, safety, and property damage.
6. The “Iowa Stormwater Management Manual” published collaboratively by the Iowa Department of Natural Resources and The Center for Transportation Research and Education at Iowa State University establishes guidelines consisting of unified sizing criteria, stormwater management designs and specifications and Best Management Practices (BMP). City hereby finds and declares that the guidelines provided for in the Iowa Stormwater Management Manual, and in future editions thereof, should be and are hereby adopted as the stormwater management standards of the City. Any BMP installation that complies with the provisions of the Iowa Stormwater Management Manual, or future editions thereof, at the time of installation shall be deemed to have been installed in accordance with this ordinance.

159.02 PURPOSE. The purpose of this chapter is to adopt as the City’s standards and sizing criteria and BMPs to address said standards the Guidelines, Sizing Criteria, and BMPs proposed by the Iowa Stormwater Management Manual and as specifically identified above (hereinafter collectively “City stormwater requirements”) in order to protect and safeguard the general health, safety, and welfare of the public within this jurisdiction. This chapter seeks to meet that purpose through the following objectives:

1. Minimize increases in stormwater runoff from development within the City limits and fringe area in order to reduce flooding, siltation, increases in stream temperature, and stream bank erosion and maintain the integrity of stream channels;
2. Minimize increases in non-point source pollution caused by stormwater runoff from development which would otherwise degrade local water quality;
3. Minimize the total annual volume of surface water runoff which flows from any specific development project site after completion to not exceed the pre-development hydrologic regime to the maximum extent practicable; and
4. Reduce stormwater runoff rates and volumes, soil erosion, and non-point source pollution, wherever possible, through establishment of appropriate minimum stormwater management

standards and BMPs and to ensure that BMPs are properly maintained and pose no threat to public safety.

159.03 APPLICABILITY.

1. This chapter is applicable to all subdivision or site plan applications meeting the minimum square foot applicability criteria of item 2 of this section, unless eligible for an exemption or granted a waiver by the City under Section 159.07 of this chapter. This chapter also applies to land disturbance activities that are smaller than the minimum square foot applicability criteria specified in subsection 2 if such activities are part of a larger common plan of development that meets the minimum square foot applicability criteria specified in subsection 2, even though multiple separate and distinct land development activities may take place at different times on different schedules. In addition, all plans must also be reviewed by City of Storm Lake officials to ensure that established water quality standards will be maintained during and after development of the site and that post-construction runoff levels are consistent with any local and regional watershed plans.
2. City stormwater requirements must be met for development to be approved. City stormwater requirements apply to any development disturbing one acre (43,560 square feet) or more of land, and to any development disturbing less than one acre if the amount of impervious cover created exceeds 5,000 square feet. The following activities are exempt from this chapter:
 - A. Any logging and agricultural activity which is consistent with an approved soil conservation plan or a timber management plan prepared or approved by the appropriate agency, as applicable.
 - B. Additions or modifications to existing single-family structures.
 - C. Developments that do not disturb more than one acre of land provided they are not part of a larger common development plan.
 - D. Repairs to any stormwater BMPs deemed necessary by City.
3. When a site development plan is submitted that qualifies as a development, as defined in this chapter, decisions on permitting any appropriate on-site BMPs shall be guided by the Iowa Stormwater Management Manual. Issuance of a Construction Site Runoff Permit (CSR Permit) will be granted to development or redevelopment projects after review and approval of the site development plan by the City.
4. The site shall be designed using the Better Site Design process. Better Site Design involves techniques applied early in the design process to preserve natural areas, reduce impervious cover, distribute runoff and use pervious areas to more effectively treat stormwater runoff. Site design should address open space protection, impervious cover minimization, and runoff distribution and minimization, and runoff utilization through considerations such as:
 - A. Open space protection and restoration
 - (1) Conservation of existing natural areas (upland and wetland)
 - (2) Reforestation

- (3) Re-establishment of prairies
- (4) Restoration of wetlands
- (5) Establishment or protection of stream, shoreline and wetland buffers
- (6) Re-establishment of native vegetation into the landscape

B. Reduction of impervious cover

- (1) Reduce new impervious through redevelopment of existing sites and use of existing roadways, trails etc.
- (2) Minimize street width, parking space size, driveway length, sidewalk width
- (3) Reduce impervious surface footprint (e.g. two story buildings, parking ramp)

C. Distribution and minimization of runoff

- (1) Utilize vegetated areas for stormwater treatment (e.g. parking lot islands, vegetated areas along property boundaries, front and rear yards, building landscaping)
- (2) Direct impervious surface runoff to vegetated areas or to designed treatment areas (roofs, parking, driveways drain to pervious areas, not directly to stormsewer or other conveyances)
- (3) Encourage infiltration and soil storage of runoff through grass channels, soil compost amendment, vegetated swales, raingardens, etc.
- (4) Plant vegetation that does not require irrigation beyond natural rainfall and runoff from the site

D. Runoff utilization

- (1) Capture and store runoff for use for irrigation in areas where irrigation is necessary

Information on the Better Site Design Process is available at www.cwp.org.

159.04 COMPATIBILITY WITH OTHER REQUIREMENTS.

- 1. It is intended that this chapter be construed to be consistent with existing City Code.
- 2. The requirements of this chapter should be considered minimum requirements, and where any provision of this chapter imposes restrictions different from those imposed by any other chapter, rule or regulation, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.

159.05 PERMIT PROCEDURES AND REQUIREMENTS.

1. Permit Required. No landowner or developer shall receive any of the building, grading, or other land development permits required for land disturbance activities without first meeting the requirements of this chapter prior to commencing the proposed activity.
2. Pre-application Meeting
 - A. Prior to the development of plans, the applicant shall request a pre-application meeting which will be facilitated by the City between the applicant, City staff, and staff of partner agencies as applicable. The meeting shall be **mandatory** prior to submission of a permit application. The purposes of the meeting are: to understand the general parameters of the proposed project; and to convey the requirements of meeting the provisions of this and other applicable ordinances.
3. Application Requirements.
 - A. Unless specifically exempted by this chapter, any landowner or developer desiring a permit for a land disturbance activity shall submit to the City a permit application on a form provided for that purpose.
 - B. Unless otherwise exempted by this chapter, a permit application must be accompanied by the following in order that the permit application be considered:
 - (1) A copy of the stormwater management concept plan;
 - (2) A copy of the maintenance agreement; and
 - (3) A non-refundable permit review fee.Materials shall be submitted in pdf format for ease of distribution and review.
 - C. The stormwater management concept plan and maintenance agreement shall be prepared to meet the requirements of this chapter, and fees shall be those established by the City by separate resolution.
4. Application Procedure.
 - A. Applications for land disturbance activity permits must be filed for review with the office of the Building and Planning Department on any regular business day.
 - B. The City shall make a determination regarding the completeness of a permit application within ten (10) business days of the receipt of the application and notify the applicant in writing if the application is not complete include the reasons the application was deemed incomplete.
 - C. Within fifteen (15) business days of the receipt of a complete permit application, including all documents as required by this chapter, City shall inform the applicant whether the application, plan, and maintenance agreement are approved or disapproved by the enforcement officer.

- D. If the permit application, stormwater management concept plan, or maintenance agreement are disapproved, the applicant may revise the stormwater management concept plan or agreement. If additional information is submitted, the City shall have 15 business days from the date the additional information is received to inform the applicant that the stormwater management concept plan and maintenance agreement are either approved or disapproved.
 - E. If the permit application, stormwater management final plan, and maintenance agreement are approved by City, all appropriate land disturbance activity permits shall be issued.
- 5. Permit Duration. Permits issued under this section shall be valid from the date of issuance through the date City notifies the permit holder that all stormwater BMPs have passed the final inspection required under permit conditions.
 - 6. Application Review Fees. The fee for review of any land development application shall be based on the amount of land to be disturbed at the site; the fee structure shall be established by City, and said fees shall be paid prior to the issuance of any applicable City permits. All such revenue shall be credited to a City budgetary category to support the administration of this chapter.

159.06 STORMWATER STANDARDS.

- 1. The following general criteria shall be incorporated into the site design for stormwater runoff to protect surface and ground water and other natural resources and other private and public property:
 - A. Reduce impacts on water
 - B. Decrease runoff volume
 - C. Increase infiltration (groundwater recharge)
 - D. Decrease flow frequency, duration, and peak runoff rates
 - E. Reduce time to peak flows by increasing the time of concentration to and through storm sewers
 - F. Store stormwater runoff on-site
 - G. Maintain existing flow patterns
 - H. Avoid natural channel and steep slope erosion as well as protect in stream habitats and channels.
 - I. Decrease erosion and sedimentation
 - J. Preserve vegetation
 - K. Preserve and replace existing topsoil in an uncompacted manner

2. The site design shall provide on-site treatment during construction and post-construction to ensure no increase in offsite peak discharge for the 1-year, 24-hour storm event (2.61 inches), the 5-year, 24-hour storm event (3.75 inches), and the 100-year, 24-hour storm event (7.81 inches).
3. The site design shall provide on-site water quality treatment for the runoff resulting from a rainfall depth of 1.25 inches over the post-construction site area in order to reduce average annual post-development total suspended solids loadings by at least 80%.
4. The site design shall retain on-site for recharge, a portion of the water quality treatment volume calculated as a soil specific recharge factor multiplied by the volumetric runoff coefficient multiplied by the area and all divided by 12. The soil specific recharge factor is given as 0.51 for Hydrologic Soil Group (HSG) A soils, 0.34 for HSG B soils, 0.17 for HSG C soils, and 0.08 for HSG D soils. The volumetric runoff coefficient is calculated as $0.05 + 0.009$ multiplied by the site impervious percentage. See the Iowa Stormwater Management Manual for additional clarification on the calculation.
5. Applicant shall fully attempt to comply with the standards in one through three above. For areas of the site where there is no feasible way to achieve the recharge requirement, other options may be considered by the City. Options considered and presented shall examine the merits of relocating project elements to address varying soil conditions and other constraints across the site. If full compliance is not possible, the following flexible treatment options shall be used:
 - A. Applicant shall document the flexible treatment options sequence starting with Alternative #1. If Alternative #1 cannot be met, then Alternative #2 shall be analyzed. If Alternative #2 cannot be met than Alternative #3 shall be met. When all of the conditions are fulfilled within an alternative, this sequence is completed.
 - B. Recharge techniques considered shall include infiltration, reuse & rainwater harvesting, and canopy interception & evapotranspiration and/or additional techniques included in the Iowa Stormwater Management Manual.
 - C. Higher priority shall be given to BMPs that include volume reduction. Secondary preference is to employ filtration techniques, followed by rate control BMPs.
 - D. Factors to be considered for each alternative will include:
 - (1) Shallow bedrock
 - (2) High groundwater
 - (3) Hotspots or contaminated soils
 - (4) Poor soils (infiltration rates that are too low or too high, problematic urban soils)
 - (5) Excessive cost

E. Alternative #1: Applicant attempts to comply with the following conditions:

- (1) Achieve at least 0.625" volume reduction, and
- (2) Remove 75% of the annual TP (Total Phosphorous) load, and
- (3) Options considered and presented shall examine the merits of relocating project elements to address, varying soil conditions and other constraints across the site.

F. Alternative #2: Applicant attempts to comply with the following conditions:

- (1) Achieve volume reduction to the maximum extent practicable, and
- (2) Remove 60% of the annual TP load, and
- (3) Options considered and presented shall examine the merits of relocating project elements to address, varying soil conditions and other constraints across the site.

G. Alternative #3: Off-site Treatment. Off-site mitigation, as outlined in Section 159.07 Waivers, of the required treatment volume that cannot be provided onsite can be used to protect receiving waters.

6. To protect channels, the site shall be designed to infiltrate or provide 24 hour extended detention of the channel protection volume, defined as the 1 year, 24 hour storm per NOAA Atlas 14.
7. The site shall be designed to prevent the post development rate of runoff from exceeding the pre-development rate of runoff for a five year to 100 year storm, 24 hour storm to not exceed runoff rates equivalent to the five year predevelopment storm event per NOAA Atlas 14.
8. The site shall be designed to provide an emergency spillway and designated overflow route for the 100 year, 24 hour storm as defined by the Iowa Stormwater Management Manual. The spillway and overflow route must be able to safely pass overflows through the structure without creating damaging conditions downstream of the facility.
9. Existing topsoil must be preserved on site to be uniformly applied in an uncompacted manner to a minimum depth of four inches.
10. The site shall be designed to provide vegetated buffers for water quality protection adjacent to receiving channels and waters. Buffers shall commence at the "ordinary high water mark", or at the delineated boundary of the waterbody. Buffer widths are based on a 0-10% slope* between the activity and the water body as determined by land use and are as follows;

Residential	35 feet
Industrial	50 feet
Mid/High Density Residential & Commercial	50 feet

*Buffer width shall increase 2 feet for each percent increase in slope above 10%.

- A. Access shall be provided on each side of the buffer for maintenance.
- B. The applicant shall maintain the buffer for the first year after completion of the project.
- C. Impervious surfaces shall not be allowed in the buffer area.
- D. Fences and structures shall not be allowed in the buffer area.
- E. Where land disturbing construction activity occurs within a buffer area, and where no impervious surface is present, adequate approved native vegetative cover of 70% shall be established and maintained. The native vegetative cover shall be sufficient to provide for bank stability from upslope overland flow areas under sheet flow conditions. Non-vegetative materials, such as rock riprap, may be employed on the bank as necessary to prevent erosion, such as on steep slopes of where high velocity flows occur.
- F. BMP's such as filter strips, swales, or wet detention basins may be located in the buffer area.

159.07 WAIVERS. Every applicant shall provide for stormwater management as required by this chapter, unless a written request is filed to waive implementation of BMPs, in whole or in part, and such waiver is granted. Requests to waive implementation of BMPs in whole or in part shall be submitted to City for approval.

1. A waiver of BMPs required by this chapter may be granted provided that at least one of the following conditions is established by the applicant based on authoritative written evidence satisfactory to City:
 - A. The proposed development is not likely to impair attainment of the objectives of this chapter.
 - B. Alternative minimum requirements for on-site management of stormwater have been established in a stormwater management final plan that has been approved by City and fully implemented.
 - C. Provisions are made to manage stormwater by an off-site facility within the same watershed. The off-site facility is required to be in place, to be designed and adequately sized to provide a level of stormwater control that is equal to or greater than that which would be afforded by on-site practices, and there is, in the City's sole judgment, a responsible entity legally obligated to monitor the performance of and maintain the efficiency of stormwater BMPs in accordance with a written and recorded maintenance agreement.
 - D. In instances where one of the above conditions is established, the applicant must further establish by authoritative written evidence satisfactory to City that the partial waiver will not result in any of the following impacts to downstream waterways:
 - (1) Deterioration of existing culverts, bridges, dams, and other structures; or
 - (2) Degradation of biological functions or habitat; or
 - (3) Accelerated stream bank or streambed erosion or siltation; or

(4) Increased threat of flood damage to public health, life, property.

2. If the City finds that a waiver is appropriate because implementation of on-site stormwater BMPs is not feasible due to the natural or existing physical characteristics of a site, or that one of the conditions specified in subsection 1 above cannot be established to a certainty, or that any one or more of the impacts to downstream waterways specified above cannot be entirely averted, the applicant shall execute a binding written agreement to accomplish one or more of the following mitigation measures selected by City:
 - A. The purchase and donation of privately owned lands, or the grant of an easement to be dedicated for preservation and/or reconstruction of native ecosystems of lands strategically located in the watershed consistent with the purposes of this chapter, of a sufficient quantity to enable City or others to achieve City stormwater requirements with respect to a number of cubic feet of annual stormwater equivalent to the estimated number of cubic feet of annual stormwater that will not achieve City stormwater requirements as a consequence of the waiver.
 - B. The creation of one or more stormwater BMPs on previously developed properties, public or private, that currently lack stormwater BMPs, having a capacity to achieve City stormwater requirements with respect to a number of cubic feet of annual stormwater equivalent to the estimated number of cubic feet of annual stormwater that will not achieve City stormwater requirements as a consequence of the waiver.
 - C. Monetary contributions (fee in lieu) to fund stormwater management activities as identified in the City of Storm Lake's Comprehensive Stormwater Management Plan such as research and studies (e.g., regional wetland delineation studies, stream monitoring studies for water quality and macroinvertebrates, stream flow monitoring, threatened and endangered species studies, hydrologic studies, monitoring of stormwater BMPs, and stream corridor stabilization practices). The monetary contribution required shall be in accordance with a fee schedule (unless the developer and the City agree on a greater alternate contribution) established by City, based on the estimated cost savings to the developer resulting from the waiver and the estimated future costs to City to achieve City stormwater requirements with respect to a number of cubic feet of annual stormwater equivalent to the estimated number of cubic feet of annual stormwater that will not achieve City stormwater requirements as a consequence of the waiver. All of the monetary contributions shall be credited to an appropriate capital improvements program project, and shall be made by the developer prior to the issuance of any building permit for the development.
 - D. Dedication of land or granting of an easement by the applicant of a value equivalent to the cost to City of the construction of an off-site stormwater management facility sufficient to achieve City stormwater requirements with respect to a number of cubic feet of annual stormwater equivalent to the estimated number of cubic feet of annual stormwater that will not achieve City stormwater requirements as a consequence of the waiver. The agreement shall be entered into by the applicant and City prior to the recording of plats or, if no record plat is required, prior to the issuance of the building permit.

E. Factors that may generate waivers:

- (1) Shallow Bedrock
- (2) High Groundwater
- (3) Hotspots or contaminated soils
- (4) Excessive Cost

159.08 APPROVAL OF STORMWATER MANAGEMENT CONCEPT PLAN. No application for development will be accepted unless it includes a stormwater management concept plan detailing in concept how runoff and associated water quality impacts resulting from the development will be controlled or managed. The stormwater management concept plan shall:

1. Be prepared by a licensed professional engineer or landscape architect or individual credentialed in a manner satisfactory to the City.
2. Indicate whether stormwater will be managed on site or off site and, if on site, the general location and type of practices, with clear citations to the Iowa Stormwater Management Manual.
3. Include a signed and dated certification under penalty of perjury by the preparer of the stormwater management concept plan that it complies with all requirements of this chapter, meets the design requirements outlined in the Iowa Stormwater Management Manual and is designed to achieve City stormwater requirements, and that the City is entitled to rely upon the certification as due diligence on the part of City.
4. Include sufficient information (e.g., maps, hydrologic calculations, etc.) to evaluate the environmental characteristics of the project site, the potential impacts of all proposed development of the site, both present and future, on the water resources, and the effectiveness and acceptability of the stormwater BMPs proposed for managing stormwater generated at the project site. The intent of this conceptual planning process is to determine the type of stormwater BMPs necessary for the proposed project, and ensure adequate planning for management of stormwater runoff from future development. To accomplish this goal, the following information shall also be included in the stormwater management concept plan:
 - A. A USDA soils map identifying soil types, hydrologic soil groups and hydric soils. Soil borings will be required where infiltration practices are proposed.
 - B. A map (or maps) indicating the location of existing and proposed buildings, roads, parking areas, utilities, structural stormwater management and sediment and erosion BMPs. The map(s) will also clearly show proposed land use with tabulation of the percentage of surface area to be adapted to various uses; drainage patterns; locations of utilities, roads, and easements; and the limits of clearing and grading. A written description of the site plan and justification of proposed changes in natural conditions may also be required. A copy of the current SWPPP may satisfy this requirement.
 - C. Sufficient engineering analysis to show that the proposed BMPs are capable of achieving City stormwater requirements for the site in compliance with this chapter.

- D. A written or graphic inventory of the natural resources at the site and surrounding area as it exists prior to the commencement of the project and a description of the watershed and its relation to the project site. This description should include a discussion of forest cover, topography, wetlands, and other native vegetative areas on the site. Particular attention should be paid to environmentally sensitive areas that provide particular opportunities or constraints for development.
 - E. A written description of the required maintenance burden for any proposed BMPs.
 - F. The City may also require a concept plan to consider the maximum development potential of a site under existing zoning, regardless of whether the applicant presently intends to develop the site to its maximum potential.
 - G. For development occurring on a previously developed site, an applicant shall be required to include within the stormwater management concept plan BMPs for controlling existing stormwater runoff discharges from the site in accordance with this chapter.
5. The stormwater management concept plan shall be referred for comment to all other interested agencies, and any comments must be addressed in a stormwater management final plan.

159.09 APPROVAL OF STORMWATER MANAGEMENT FINAL PLAN. No building, grading, or sediment control permit shall be issued until a satisfactory stormwater management final plan (or a waiver thereof) shall have undergone a review and been approved by the City after determining that the plan or waiver is consistent with the requirements of this chapter. After review of the stormwater management concept plan, and modifications to that plan as deemed necessary by City, a stormwater management final plan must be submitted to the City for approval. The stormwater management final plan, in addition to the information included in the stormwater management concept plan, shall:

- 1. Be prepared by a licensed professional engineer or landscape architect or individual credentialed in a manner satisfactory to the City.
- 2. Indicate whether stormwater will be managed on site or off site and, if on site, the general location and type of practices, with clear citations to the Iowa Stormwater Management Manual.
- 3. Include a signed and dated certification under penalty of perjury by the preparer of the stormwater management final plan that it complies with all requirements of this chapter and the Iowa Stormwater Management Manual, meets the submittal requirements outlined in the Iowa Stormwater Management Manual designed to achieve City stormwater requirements, and that City is entitled to rely upon the certification as due diligence on the part of City.
- 4. The stormwater management final plan shall also include:
 - A. A detailed summary of how and why the stormwater management final plan differs, if at all, from the stormwater management concept plan previously submitted.
 - B. Contact information, including but not limited to the name, address, and telephone number of all persons having a legal interest in the property and the tax reference number and parcel number of the property or properties affected.

- C. Topographic base map, consisting of a 1" = 200' topographic base map, of the site which extends a minimum of 300 feet beyond the limits of the proposed development and indicates existing surface water drainage including streams, ponds, culverts, ditches, and wetlands; current land use including all existing structures; locations of utilities, roads, and easements; and significant natural and manmade features not otherwise shown.
- D. Hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in the Iowa Stormwater Management Manual. Such calculations shall include:
- (1) description of the design storm frequency, intensity and duration;
 - (2) time of concentration;
 - (3) soil curve numbers or runoff coefficients;
 - (4) peak runoff rates and total runoff volumes for each watershed area;
 - (5) infiltration rates, where applicable;
 - (6) culvert capacities;
 - (7) flow velocities;
 - (8) data on the increase in rate and volume of runoff for the design storms referenced as referenced in the NOAA Atlas 14, Volumes 8 and 9 (April 2013); and
 - (9) documentation of sources for all computation methods and field test results.
- E. If a stormwater BMP depends on the hydrologic properties of soils (e.g., infiltration basins), then a soils report shall be submitted. The soils report shall be based on on-site boring logs or soil pit profiles. The number and location of required soil borings or soil sites shall be determined based on what is needed to determine the suitability and distribution of soil types present at the location of the BMP. Borings shall be a minimum of 5' below the subgrade of the practice for small practices and 20' below the subgrade of large infiltration basins.
- F. A maintenance and repair plan for all stormwater BMPs including detailed maintenance and repair procedures to ensure their continued efficient function. These plans will identify the parts or components of a stormwater BMP that need to be maintained and the equipment and skills or training necessary. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures shall be included in the plan.
- G. A detailed landscaping plan for management of vegetation at the site after construction is finished, including who will be responsible for the maintenance of vegetation at the site and what practices will be employed to ensure that adequate vegetative cover is preserved. This plan must be prepared by a registered landscape architect, landscape designer, or by an individual credentialed in a manner satisfactory to the City.

- H. Proof of permanent recorded maintenance easements that will ensure access to all stormwater BMPs at the site for the purpose of inspection and repair. These easements will be recorded with the stormwater management final plan and will remain in effect even with transfer of title to the property.
- I. Proof of a recorded maintenance agreement binding on all subsequent owners of land served by stormwater BMPs to ensure maintenance and repair in accordance with the specifications of this chapter.
- J. Copies of all existing Stormwater Pollution Prevention Plans (SWPPP's) current as of the date of submission of the stormwater management final plan for all construction activities related to implementing any on-site stormwater BMPs.
- K. Proof that the applicant has acquired all other applicable environmental permits for the site, or that no other such permits are required, prior to submission of the stormwater management final plan to the City.

159.10 PERFORMANCE SECURITY OR BOND.

- 1. The City shall require the submittal of an installation performance security or bond prior to issuance of a permit in order to ensure that the stormwater BMPs are installed by the permit holder as required by the approved stormwater management final plan.
- 2. The amount of the installation performance security or bond shall be the total estimated construction cost of the stormwater BMPs approved under the permit, plus 25%. The installation performance security or bond shall contain forfeiture provisions for failure to complete work specified in the stormwater management final plan.
- 3. The installation performance security or bond shall be released in full only upon submission of "as-built plans" of all stormwater BMPs specified in the stormwater management final plan and written certification by a professional engineer that the stormwater BMPs have been installed in accordance with the approved stormwater management final plan and other applicable provisions of this chapter. The City will make a final inspection of stormwater BMPs to ensure compliance with the approved stormwater management final plan and the provisions of this chapter. Provisions for a partial pro rata release of the installation performance security or bond based on the completion of various development stages can be made at the discretion of City.
- 4. The installation performance security or bond shall inure only to the benefit of the City for purposes of completing, modifying, or correcting the stormwater BMPs to comply with this chapter.

159.11 MAINTENANCE PERFORMANCE SECURITY OR BOND.

- 1. The City shall also require the submittal of a maintenance performance security or bond prior to issuance of a permit in order to insure that the stormwater BMPs are maintained in an effective state for a minimum of 10 years.

2. This maintenance performance security or bond may be released by the City upon a showing satisfactory to the City that:
 - A. The permit holder has assigned to another bona fide, financially responsible legal entity, such as a homeowners' or similar organization organized under Iowa law, responsibility for maintenance of the stormwater BMPs in an effective state for the balance of the 10-year period after assignment; and
 - B. Said assignee has fully accepted such responsibility in a written document that qualifies for recording and has been recorded in the County Recorder's office under Iowa law; and
 - C. Said assignee posts a substitute maintenance performance security or bond subject to release at the end of the initial 10-year period upon a further showing by the assignee that the stormwater BMPs are, in the City's sole judgment, still reasonably effective.
3. This maintenance performance security or bond shall inure only to the benefit of the City to ensure the proper maintenance of the stormwater BMPs.
4. This maintenance and performance security or bond may be issued on an annual basis, provided that there is no lapse in coverage.

159.12 CONSTRUCTION INSPECTION.

1. The applicant must notify the City in advance before the commencement of construction. Regular inspections of construction of the stormwater BMPs shall be conducted by City or City's designated representative. Inspections will be conducted before any land disturbing activity begins, at the time of footing inspections, at the completion of the project; and prior to the release of financial securities. All inspections shall be documented and written reports prepared that contain the following information:
 - A. The date and location of the inspection; and
 - B. Whether construction is in compliance with the approved stormwater management concept plan; and
 - C. Variations, if any, from the approved stormwater management concept plan.
2. If any violations are found, the applicant shall be notified in writing of the nature of the violation and the required corrective actions. No additional work shall proceed until any violations are corrected and all work previously completed has received approval by City.
3. After construction is completed, applicants are required to submit actual "as-built" drawings satisfactory to City for any stormwater BMPs located on site. The drawings must show the final design specifications for all stormwater BMPs and must be certified by a professional engineer. A final inspection by City is required before the release of the installation performance security or bond can occur.
4. Landscaping and stabilization shall be accomplished to prevent violation of City stormwater requirements or impairment of BMPs. In addition, a landscaping plan must be submitted with the final as-built drawings describing the vegetative stabilization and management techniques to

be used at a site after construction is completed. This plan will explain not only how the site will be stabilized after construction, but who will be responsible for the maintenance of vegetation at the site and what practices will be employed to ensure that adequate vegetative cover is preserved. This plan must be prepared by a registered landscape architect, landscape designer, or by and individual credentialed in a manner acceptable to the City.

159.13 MAINTENANCE AND REPAIR OF STORMWATER BMPS. The applicant or owner of every site or an assignee qualified pursuant to Section 159.12 shall be responsible for providing as built drawings at the completion of the project and maintaining as-built stormwater BMPS in an effective state as determined in the sole judgment of City for 10 years from and after completion of construction.

1. **Maintenance and Repair Easement.** Prior to the issuance of any permit for development involving any stormwater BMP, the applicant or owner of the site must execute a maintenance and repair easement agreement that shall be binding on all subsequent owners of land served by the stormwater BMP. The agreement shall provide for access to the BMP and the land it serves at reasonable times for periodic inspection by City or City's designee and for regular or special assessments of property owners to ensure that the BMP is maintained in proper working condition to meet City stormwater requirements. The easement agreement shall be recorded by City at the expense of the permit holder or property owners.
2. **Maintenance Covenants.**
 - A. Maintenance of all stormwater BMPS shall be ensured through the creation of a formal maintenance covenant that must be approved by the City and recorded prior to the stormwater management final plan approval. As part of the covenant, a schedule shall be developed for when and how often maintenance will occur to ensure proper function of the stormwater BMPS. The covenant shall also include plans for periodic inspections to ensure proper performance of the BMPS between scheduled cleanouts.
 - B. The City, in lieu of a maintenance covenant, may at its discretion, accept dedication of any existing or future stormwater BMP to include City responsibility for maintenance and repair, provided that: the maintenance and repair of such element will not impose an undue burden on other City taxpayers who enjoy little if any benefit from the BMP; the BMP meets all the requirements of this chapter; and the dedication includes adequate and perpetual access and sufficient area, by easement or otherwise, for inspection and regular maintenance.
3. **Requirements for Maintenance Covenants.** All stormwater BMPS must undergo, at the minimum, an annual inspection to document maintenance and repair needs and ensure compliance with the requirements of this chapter and accomplishment of its purposes. These needs may include (but are not limited to) removal of sediment build up, litter, and other debris from all stormwater treatment and conveyance facilities including ponds, infiltration basins, raingardens, catch basins, inlets, and drainage pipes, grass cutting and vegetation removal, and necessary replacement of landscape vegetation. Any maintenance or repair needs detected must be corrected by the developer or entity responsible under a written maintenance agreement in a timely manner, as determined by City, and the inspection and maintenance requirement may be increased as deemed necessary to ensure proper functioning of the stormwater BMPS.
4. **Inspection of Stormwater BMPS.** Inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas

identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of State or Federal water or sediment quality standards or the NPDES stormwater permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in stormwater BMPs, and evaluating the condition of stormwater BMPs.

5. Right of Entry for Inspection. When any new stormwater BMP is installed on private property, or when any new connection is made between private property and a public stormwater management facility, sanitary sewer or combined sewer, the property owner shall grant to City the right to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when City has a reasonable basis to believe that a violation of this chapter is occurring or has occurred, and to enter when necessary for abatement of a public nuisance or correction of a violation of this chapter.
6. Records of Installation and Maintenance and Repair Activities. Parties responsible for the operation and maintenance of stormwater BMPs shall submit to the City Engineer an annual maintenance and inspection report including all records of the installation and of all maintenance and repairs conducted. At the completion of the 5th year, an updated as built drawing will be required. The responsible parties shall retain the records for at least five (5) years or longer if the City Inspector deems it necessary. These records shall be made available to City during inspection of the facility and at other reasonable times upon request.
7. Failure to Maintain Stormwater BMPs. If a responsible party fails or refuses to meet the requirements of the maintenance covenant or any provision of this chapter, the City, after reasonable notice, may correct a violation by performing all necessary work to place the BMP in proper working condition. In the event that the stormwater BMP becomes a danger to public safety or public health, the City shall notify the party responsible for maintenance of the stormwater BMP in writing. Upon receipt of that notice, the responsible person shall have thirty (30) days to effect maintenance and repair of the stormwater BMP in an approved manner. After proper notice, the City may assess, jointly and severally, the owners of the stormwater BMP or the property owners or the parties responsible for maintenance under any applicable written agreement for the cost of repair work and any penalties; and the cost of the work shall be a lien on the property, or prorated against the beneficial users of the property, and may be placed on the tax bill and collected as ordinary taxes.

159.14 ENFORCEMENT AND PENALTIES.

1. Violation of any provision of this chapter may be enforced by civil action including an action for injunctive relief. In any civil enforcement action, administrative or judicial, the City shall be entitled to recover its attorneys' fees and costs from a person who is determined by a court of competent jurisdiction to have violated this chapter.
2. The City may issue a stop work order for violation of any provision of this chapter. The stop work order shall remain in effect until the violation is corrected and a subsequent inspection completed.

3. Violation of any provision of this chapter may also be enforced as a municipal infraction within the meaning of Section 364.22 of the Code of Iowa, pursuant to Chapter 4 of this Code of Ordinances.
4. Enforcement pursuant to this section shall be undertaken by City upon the advice and consent of the City Attorney or other counsel employed by City.
5. Any violator may be required to restore land to its undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, the City may take necessary corrective action, the cost of which shall become a lien upon the property until paid.
6. Occupancy permits shall not be granted until all stormwater BMPs have been inspected and approved by City.

159.15 APPEAL. Administrative decisions by City staff and enforcement actions may be appealed by the developer or property owner to the City Council pursuant to the following rules:

1. The appeal must be filed in writing with the City Clerk within five (5) business days of the decision or enforcement action.
2. The written appeal shall specify in detail the action appealed from, the errors allegedly made by the enforcement officer giving rise to the appeal, a written summary of all oral and written testimony the applicant intends to introduce at the hearing, including the names and addresses of all witnesses the applicant intends to call, copies of all documents the applicant intends to introduce at the hearing, and the relief requested.
3. The enforcement officer shall specify in writing the reasons for the enforcement action, a written summary of all oral and written testimony the enforcement officer intends to introduce at the hearing, including the names and addresses of all witnesses the enforcement officer intends to call, and copies of all documents the enforcement officer intends to introduce at the hearing.
4. The City Clerk shall notify the applicant and the enforcement officer by ordinary mail and shall give public notice, in accordance with Chapter 21 of the Code of Iowa, of the date, time, and place for the regular or special meeting of the City Council at which the hearing on the appeal shall occur. The hearing shall be scheduled for a date not less than four (4) or more than twenty (20) days after the filing of the appeal. The rules of evidence and procedure and the standard of proof to be applied shall be the same as provided by Chapter 17A, Code of Iowa. The applicant may be represented by counsel at the applicant's expense. The enforcement officer may be represented by the City Attorney or by an attorney designated by the City Council at City expense.
5. The decision of the City Council shall be rendered in writing and may be appealed to the Iowa District Court.

159.16 DEFINITIONS. Terms in this chapter, other than those defined below, shall have the meanings set out in the Iowa Stormwater Management Manual .

1. "Applicant" means a property owner or agent of a property owner who has filed an application for a stormwater management permit.

2. “Best Management Practice (BMP)” is a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in the most cost-effective manner. BMPs can be either Non Structural (planning, watershed management, practice design, etc.) or Structural (Engineered and constructed) systems that are used to treat the stormwater.
3. “Buffer” is a vegetative area, including trees, shrubs, and herbaceous vegetation, that exists or is established to protect a stream system, lake, or reservoir area. Alteration of the natural area is strictly limited.
4. “Building” means any structure, either temporary or permanent, having walls and a roof, designed for the shelter of any person, animal, or property, and occupying more than 100 square feet of area.
5. “City stormwater requirements” means the standards, sizing criteria, BMPs and other requirements established in this chapter.
6. “Dedication” means the deliberate appropriation of property by its owner for general public use.
7. “Developer” means a person, persons, or entity who undertakes land disturbance activities.
8. “Development” or “Redevelopment means either:
 - A. Land disturbance activity exceeding one acre (43,560 square feet) on land previously vacant of buildings or largely free of previous land disturbance activity other than traditional agricultural activities; or
 - B. Land disturbance activity exceeding one acre (43,560 square feet) in areas where existing land use is high density commercial, industrial, institutional or multi-family residential (a.k.a. “redevelopment”).
9. “Drainage easement” means a legal right granted by a landowner to a grantee allowing the use of private land for stormwater management purposes. Public easements shall be maintained by the City of Storm Lake. Private easements shall be maintained by the private owners of the project.
10. “Enforcement officer” means that person designated by the City having responsibility for administration and enforcement of this chapter.
11. “Excessive Cost” means Practice cost greater than an amount as set by resolution of the City Council per impervious acre.
12. “Fee in lieu” means a payment of money in place of achieving or exceeding all or part of City stormwater requirements.
13. Infiltration Based Practices means that at a minimum the water quality volume moves through the soil media to provide filtration.
14. “Iowa Stormwater Management Manual” means the current Iowa Stormwater Management Manual publication, by whatever name, as amended from time to time by Iowa Department of Natural Resources in collaboration with Iowa Stormwater Education Program and other partners

that recommends Stormwater Management Guidelines and Uniform Sizing Criteria and BMPs designed to address said Guidelines.

15. "Land disturbance activity" means any activity which changes the volume or peak flow discharge rate of rainfall runoff from the land surface. This may include the grading, digging, cutting, scraping, or excavating of soil, placement of fill materials, paving, construction, substantial removal of vegetation, or any activity which bares soil or rock or involves the diversion or piping of any natural or man-made watercourse.
16. "Landowner" means the legal or beneficial owner of land, including those holding the right to purchase or lease the land, or any other person holding proprietary rights in the land.
17. "Maintenance agreement" means a legally recorded document that acts as a property deed restriction, and which provides for long-term maintenance of stormwater BMPs.
18. "Native Vegetation" refers to vegetation originating naturally in this region of the state. Native vegetation is not to be confused with all existing vegetation.
19. "Predevelopment Condition " shall be considered the greater of the rainfall at which direct runoff begins using the curve number for a meadow in good condition, or the 1-year, 24-hour storm event per the Iowa Stormwater Management Manual.
20. "Stormwater management" means the use of BMPs that are designed in accordance with City stormwater requirements to reduce stormwater runoff pollutant loads, discharge volumes, peak flow discharge rates, and detrimental changes in stream temperature that affect water quality and habitat.
21. "Stormwater Pollution Prevention Plan" (SWPPP) means a plan that is designed to minimize the accelerated erosion, sediment, and other pollutant runoff at a site during construction activities.
22. "TP (Total Phosphorous) means the total concentration of all forms of phosphorus found in a water sample.